

**CITY COUNCIL**

**The City of Orange Township, New Jersey**  
20-2020

DATE \_\_\_\_\_

NUMBER \_\_\_\_\_

**TITLE:**

**ORDINANCE OF THE CITY OF ORANGE TOWNSHIP TO APPROVE A TAX EXEMPTION FOR A THIRTY (30) YEAR PERIOD AND TO AUTHORIZE THE THIRTY (30) YEAR EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT BETWEEN THE CITY AND PEEK REOCK I OWNER URBAN RENEWAL, LLC**

**WHEREAS**, the City of Orange Township, in the County of Essex, New Jersey (the "City") previously determined that certain properties (collectively, the "Redevelopment Area") are an area in need of redevelopment under the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Redevelopment Law"); and

**WHEREAS**, the City previously adopted one or more redevelopment plans (collectively, the "Redevelopment Plan") to govern the redevelopment of the properties located within the Redevelopment Area; and

**WHEREAS**, PEEK Reock I Owner Urban Renewal, LLC, having its principal place of business at c/o PEEK Properties, 59 Main Street, Suite 203, West Orange, New Jersey 07052 (the "Entity"), has proposed to undertake a redevelopment project on that portion of the Redevelopment Area identified on the City's official tax map as Tax Block 2804, Lots 1, 2, 9, 10 and 11, more commonly known by the street address of 258-276 Reock Street, Orange, New Jersey (the "Project Site"), consisting of the construction of a 6-story, 50-unit multi-family residential rental apartment building with 40 on-site parking spaces provided on the ground floor, and other related improvements (collectively, the "Project"); and

**WHEREAS**, the Project includes the construction of such reasonably necessary infrastructure improvements along the frontage of the Project and Property that are caused or necessitated as a result of the construction of the Project, including but not limited to curb replacements, street resurfacing, sidewalks, street lighting, landscaping, crosswalks and similar improvements consistent with the Entity's approved site plan, to be determined in consultation with the City Planner (collectively, the "Infrastructure Improvements"); and

**WHEREAS**, by resolution adopted on June 16, 2020, the City has heretofore authorized the execution and delivery of a Redevelopment Agreement with the Entity (the "Redevelopment Agreement"), in order to fully set forth the understanding of the City and the Entity with respect to the construction and development of the Project; and

**WHEREAS**, the City expects to issue its general obligation bonds and/or notes in an aggregate principal amount not to exceed \$200,000 (collectively, the "Bonds") pursuant to the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.* (the "RAB Law"), and/or the Local Bond Law, *N.J.S.A. 40A:2-1 et seq.* (the "Local

*Grace R. Mendez*  
*[Signature]*  
CITY ATTORNEY

**Bond Law**”), as applicable, in order to defray certain eligible costs of the Infrastructure Improvements; and

**WHEREAS**, in the Redevelopment Agreement the City shall agree to issue the Bonds following the effectiveness of the related bond ordinance and receipt of any necessary governmental approvals; and

**WHEREAS**, the Entity has obtained preliminary and final site plan approval for the Project from the City Planning Board on November 26, 2019, as memorialized in a resolution of the City Planning Board adopted on December 16, 2019; and

**WHEREAS**, the Project will conform to the Redevelopment Plan and all applicable municipal zoning ordinances, to the extent it contains provisions that are relevant to the Project, and will be in conformation with the master plan of the City; and

**WHEREAS**, the City is authorized under the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**LTTE Law**”) and the RAB Law to grant tax exemptions to qualifying entities constructing redevelopment projects within redevelopment areas and to enter into financial agreements with such entities governing payments made to the City in lieu of real estate taxes on the Project; and

**WHEREAS**, pursuant to *N.J.S.A. 40A:20-8*, the Entity filed an application (the “**Application**”) with the City for approval of a long term tax exemption for the Project and has agreed to enter into a financial agreement with the City (the “**Financial Agreement**”); and

**WHEREAS**, the Financial Agreement sets forth the terms and conditions under which the Entity and the City shall carry out their respective obligations with respect to the long term tax exemption for the Project; and

**WHEREAS**, the Mayor, together with counsel for the City, has reviewed the Application and found that it complies with the provisions of the LTTE Law and the RAB Law; and

**WHEREAS**, the Entity has demonstrated to the satisfaction of the Mayor and City Council that the granting of a long term tax exemption will improve the quality of life for the occupants of the Project and the quality of life for the City of Orange; and

**WHEREAS**, the Mayor and City Council finds that the relative benefits of the Project to the City outweigh the costs to the City associated with granting the long term tax exemption in that it will provide needed housing including on-site parking, create both temporary and permanent jobs within the City and enhance the quality of life for residents in and around the Project, and that it will be important in influencing the locational decisions of probable occupants of the Project; and

**WHEREAS**, the City Council has determined that the assistance provided to the Project pursuant to the Financial Agreement is necessary for the creation of the Project and will be a significant inducement for the Entity to proceed with the Project; and

**WHEREAS**, the Financial Agreement represents an arm's length transaction between the parties and all promises and agreements, express or implied, payment of fees or other benefits, terms or conditions related thereto are incorporated therein as it concerns the Project and the parties hereto as well as their agents and servants; and

**WHEREAS**, the Entity hereby certifies its compliance with the applicable municipal ordinances as well as the strictures of the LTTE Law and the RAB Law.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Orange Township as follows:

### **SECTION 1: PROVISIONS**

1. The Entity's Application is hereby approved.
2. The Financial Agreement providing for a long term tax exemption on the Project is hereby approved with the intent that upon execution of the Financial Agreement and upon the terms set forth therein, the Project will exempt from taxation for a period of thirty (30) years.
3. The Mayor of the City is hereby authorized to execute the Financial Agreement substantially in the form as it has been presented to the City Council subject to modification or revision deemed necessary and appropriate in consultation with counsel.
4. The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms set forth herein, to attest to the signature of the Mayor upon such document, and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.
5. The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City and the Director of the Division of Local Government Services within the Department of Community Affairs in accordance with Section 12 of the LTTE Law.

### **SECTION 2: INCONSISTENCIES**

All other ordinances and parts of ordinances in conflict or inconsistent with this ordinance are hereby repealed but only to the extent of such conflict or inconsistency.

### **SECTION 3: HEADINGS**

All headings within this ordinance are for convenience only and are not deemed to be part of this ordinance.

**SECTION 4: EFFECTIVE DATE**

This ordinance shall take effect as required by law.

**ADOPTED:**

\_\_\_\_\_  
Joyce L. Lanier,  
Municipal Clerk

\_\_\_\_\_  
Hon. Tency A. Eason,  
Council President

**APPROVED:**

\_\_\_\_\_  
Dwayne D. Warren, Esq.,  
Mayor

10/16/18

Taxpayer Identification# 832-196-907/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

PEEK DEVELOPMENT LLC

TRADE NAME:

ADDRESS:

924 BERGEN AVENUE, SUITE 292  
JERSEY CITY NJ 07306

SEQUENCE NUMBER:

2277951

EFFECTIVE DATE:

10/16/18

ISSUANCE DATE:

10/16/18



Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above <b>PEEK Development, LLC</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>59 Main Street, Suite 203</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>West Orange, NJ 07052</b>	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
<b>Employer identification number</b>	
8 3 - 2 1 9 6 9 0 7	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>5/21/19</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

### "Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

#### 19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

#### 19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

#### Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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### The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

#### 19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

#### 19:44A-8 and 16 Contributions, expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

PEEK Development, LLC (Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<b>Dwayne D. Warren</b>	
<b>Kerry Coley</b>	
<b>Donna K. Williams</b>	
<b>Tency A. Eason</b>	
<b>Christopher G. Jackson</b>	
<b>Harold J. Johnson, Jr.</b>	
<b>Jamie Summers-Johnson</b>	
<b>Adrienne Wooten</b>	

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     Corporation     Sole Proprietorship     Subchapter S Corporation  
 Limited Partnership     Limited Liability Corporation     Limited Liability Partnership

Name of Stock or Shareholder	Home Address
The Fountain Group, LLC	59 Main St, 203 West Orange NJ 07052
Equus Realty Partners, LLC	59 Main St, 203 West Orange NJ 07052

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: PEEK Development, LLC

Signed: [Signature] Title: Member

Print Name: Phillip J Evanski Date: 5/31/19

Subscribed and sworn before me the 31st day of May, 2006.2019

[Signature]  
(Affiant)

Loures Lopez  
(Print name & title of affiant) (Corporate Seal)

My Commission expires.





## **NOTICE OF PENDING ORDINANCE**

**PUBLIC NOTICE IS HEREBY GIVEN** that the foregoing ordinance was duly introduced and passed upon first reading at a regular meeting of the City Council of the City of Orange Township, in the County of Essex, New Jersey, held on June 16, 2020. The ordinance authorizes the execution and delivery of a Financial Agreement with PEEK Reock I Owner Urban Renewal, LLC in connection with a redevelopment project to be located at of 258-276 Reock Street and consisting of the construction of a 6-story, 50-unit multi-family residential building with 40 on-site parking spaces provided on the ground floor, and other related improvements, and also including the construction of such reasonably necessary infrastructure improvements along the frontage of the project and project site that are caused and necessitated as a result of the construction of the project. Under the Financial Agreement, the project will receive a 30-year tax exemption and the redeveloper will be obligated to pay certain annual service charges to the City in lieu of taxes on the improvements. Further notice is hereby given that said ordinance will be considered for final passage and adoption, after public hearing thereon, at a regular meeting of said City Council to be held at City Hall, 29 North Day Street, Orange, New Jersey 07050 on July \_\_, 2020 at \_\_\_\_ p.m., and during the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available without cost at the City Clerk's Office to the members of the general public who shall request the same.

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Joyce L. Lanier, City Clerk

## NOTICE OF ADOPTION OF ORDINANCE

**PUBLIC NOTICE IS HEREBY GIVEN** that the ordinance published herewith has been finally adopted by the City Council of the City of Orange Township, in the County of Essex, New Jersey on July \_\_, 2020. The ordinance authorizes the execution and delivery of a Financial Agreement with PEEK Reock I Owner Urban Renewal, LLC in connection with a redevelopment project to be located at of 258-276 Reock Street and consisting of the construction of a 6-story, 50-unit multi-family residential building with 40 on-site parking spaces provided on the ground floor, and other related improvements, and also including the construction of such reasonably necessary infrastructure improvements along the frontage of the project and project site that are caused and necessitated as a result of the construction of the project. Under the Financial Agreement, the project will receive a 30-year tax exemption and the redeveloper will be obligated to pay certain annual service charges to the City in lieu of taxes on the improvements. A copy of the ordinance has been filed for public inspection in the City Clerk's Office, located at City Hall, 29 North Day Street, Orange, New Jersey 07050. Further notice is hereby given that any action or proceeding of any kind or nature in any court questioning the validity or proper authorization of ordinance or the actions authorized to be taken as set forth in the ordinance shall be commenced within 20 days after the publication of this notice, as stated below.

Date of publication: July \_\_, 2020.

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Joyce L. Lanier, City Clerk

**FINANCIAL AGREEMENT**  
(N.J.S.A. 40A:20-1 et seq. and N.J.S.A. 40A:12A-64 et seq.)

This **FINANCIAL AGREEMENT** (hereinafter, this “**Financial Agreement**”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between PEEK Reock I Owner Urban Renewal, LLC, a New Jersey Limited Liability Corporation qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A: 20-1 et seq. (the “**LTTE Law**”), having its principal office at c/o PEEK Properties, 59 Main Street, Suite 203, West Orange, New Jersey 07052 (hereinafter referred to as the “**Entity**”), and the City of Orange Township, a Municipal Corporation in the County of Essex and the State of New Jersey, having offices at City Hall, 29 North Day Street, Orange, New Jersey 07050 (hereinafter referred to as the “**City**”).

**WITNESSETH:**

**WHEREAS**, the governing body of the City (the “**City Council**”) has previously determined that certain properties (collectively, the “**Redevelopment Area**”) are an area in need of redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”); and

**WHEREAS**, the City has previously adopted one or more redevelopment plans (collectively, and as may be further amended from time to time, in accordance with the Redevelopment Law, the “**Redevelopment Plan**”) to govern the redevelopment of the properties located within the Redevelopment Area; and

**WHEREAS**, as described more fully within the application for long term tax exemption submitted by the Entity (a copy of which is attached hereto as Exhibit A) (the

“**Application**”), the Entity has proposed to undertake a redevelopment project on that portion of the Redevelopment Area identified on the City’s official tax map as Tax Block 2804, Lots 1, 2, 9, 10 and 11, more commonly known by the street address of 258-276 Reock Street, Orange, New Jersey (the “**Land**”), consisting of the construction of a 6-story, 50-unit multi-family residential rental apartment building with 40 on-site parking spaces provided on the ground floor, and other related improvements (collectively, the “**Project**”); and

**WHEREAS**, the Project includes the construction of such reasonably necessary infrastructure improvements along the frontage of the Project and Land that are caused and necessitated as a result of the construction of the Project, including but not limited to curb replacements, street resurfacing, sidewalks, street lighting, landscaping, crosswalks and similar improvements consistent with the Entity’s approved site plan, to be determined in consultation with the City Planner (collectively, the “**Infrastructure Improvements**”); and

**WHEREAS**, by resolution adopted on June 16, 2020, the City has heretofore authorized the execution and delivery of a Redevelopment Agreement with the Entity (the “**Redevelopment Agreement**”), in order to fully set forth the understanding of the City and the Entity with respect to the construction and development of the Project; and

**WHEREAS**, in order to defray certain eligible costs of the portion of the Project comprising the Infrastructure Improvements, the City expects to issue its general obligation bonds and/or notes in one or more series in an aggregate principal amount not to exceed \$200,000 (collectively, the “**Bonds**”) pursuant to the Redevelopment Area

Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”), and/or the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as applicable; and

**WHEREAS**, in the Redevelopment Agreement the City has agreed to issue the Bonds following the effectiveness of the related bond ordinance and receipt of any necessary governmental approvals; and

**WHEREAS**, the Entity has obtained preliminary and final site plan approval for the Project from the City Planning Board on November 26, 2019, as memorialized in a resolution of the City Planning Board adopted on December 19, 2019; and

**WHEREAS**, the Project will conform to the Redevelopment Plan and all applicable municipal zoning ordinances, to the extent it contains provisions that are relevant to the Project, and will be in conformation with the master plan of the City; and

**WHEREAS**, the City Council has reviewed the Application and has made the following findings:

A. Relative Benefits of the Project when Compared to Costs:

(i) The granting of the long term tax exemption provided herein will permit the development of market rate residential units and on-site parking on the Property which would not be developed but for the granting of the exemption provided herein and will also create both temporary construction and permanent jobs which will benefit the community. Thus, the City Council finds that this substantial public benefit outweighs the difference between the unabated tax amount and the amount that the Entity will be required to pay hereunder.

B. Assessment of the Importance of the Tax Exemption in Developing the Project and Influencing the Locational Decisions of Potential Occupants:

(i) This long term tax exemption represents a logical and economical method of attracting residents who will utilize retail/commercial operations which are vital to the City and the community because but for the provision of this financial incentive and the subsidy provided thereby, the development of residential rental housing units would not be possible and thus would not occur; and

(ii) The relative stability and predictability of the Annual Service Charges will enhance the Entity's ability and opportunity to successfully construct, operate and maintain this Project, which in turn will ensure the likelihood of success over the life of the Project; and

(iii) The long term tax exemption granted under this Financial Agreement is important to the City because without the incentive of the tax exemption granted under this Financial Agreement, it is unlikely that the Project would be undertaken and as such the goals and objectives of the Redevelopment Plan would go unfulfilled. The tax exemption is also expected to influence the locational decisions of potential occupants of the Project, and will be of benefit to the local businesses in the community and will foster the growth of additional off-site local business opportunities; and

**WHEREAS**, the parties hereto wish to set forth in detail their mutual rights and obligations with respect to the tax exemption applicable to this Project by entering into this Financial Agreement; and

**WHEREAS**, the RAB Law (specifically N.J.S.A. 40A:12A-66(a)) authorizes a municipality to dispense with the provisions requiring a minimum or maximum amount of service charge and requiring staged increase in the annual service charges where a

redevelopment project (such as the Project) is being financed with bonds under the RAB Law (such as the Bonds); and

**WHEREAS**, the City does hereby grant its approval for the Project as a redevelopment project to be developed and to be maintained upon the terms and conditions hereinafter set forth herein.

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

### **Article I - General Provisions**

#### **Section 1.1 Governing Law**

This Financial Agreement shall be governed by the provisions of the LTTE Law and the RAB Law. It is expressly understood and agreed that the City expressly relies upon the facts, data, and presentations contained in the Application attached hereto in granting this tax exemption.

#### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall mean:

- i. Allowable Net Profit – The amount arrived at by applying the allowable profit rate to the total project cost pursuant to the provisions of N.J.S.A. 40A: 20-3(c).
- ii. Allowable Profit Rate – The Allowable Profit Rate means the greater of 12% or the percentage per annum arrived at by adding 1 ¼% per annum to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Service Charge – The amount that the Entity has agreed to pay the City in lieu of full taxation on the Improvements (but not the Land, which will remain subject to taxation) as set forth more fully within Section 4.1 of this Financial Agreement, and which shall be prorated in the year in which the Substantial Completion of the Project occurs and the year in which this Financial Agreement terminates.

iv. Application – The application filed by the Entity pursuant to N.J.S.A. 40A:20-8 for a long term tax exemption for the Project which is attached hereto as Exhibit A.

v. Auditor's Report – A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context) the contents of which shall include a certification of Total Project Cost (in the first Auditor's Report following Substantial Completion only, with any changes to be contained in a subsequent Annual Report) and proper and accurate computations of annual Gross Revenue and Net Profit. The contents of the Auditor's Report shall be prepared in conformity with generally accepted accounting principles and shall contain such information as necessary to compute the foregoing items, and any other items required by Law, Statutes or Ordinance. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy – Permanent or temporary certificate of occupancy as such terms are defined in the New Jersey Administrative Code, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.



- vii. City – The City of Orange Township, New Jersey.
- viii. Default – Shall be the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Financial Agreement, beyond the expiration of any notice, grace and cure periods as provided hereunder.
- ix. Director – The City’s Director of Development, or such other officer of the City as may be appointed by the City’s Business Administrator to undertake all or part of the functions of the Director as provided in this Financial Agreement.
- x. Entity – Shall mean PEEK Reock I Owner Urban Renewal, LLC, a New Jersey Limited Liability Corporation qualified to do business under the provisions of the Law, and any lawful assignees as authorized under this Financial Agreement.
- xi. Gross Revenue or Annual Gross Revenue – The annual gross revenue of the Project calculated as set forth in N.J.S.A. 40A:20-3(a). The parties acknowledge that Gross Revenue (A) shall include income or fees paid or received from parking (whether paid by tenants or by third parties), without reduction for expenses, (B) shall include insurance, operating and maintenance expenses paid by a tenant which are ordinarily paid by a landlord, as represented by the Entity in its calculation of Gross Revenue, (C) shall include all other revenue from the Project, including but not limited to revenue from the laundry room, vending machines, and the like, without reduction for expenses, (D) shall exclude extraordinary items, condemnation awards, insurance proceeds (other than business interruption insurance), gains from sales, transfers or assumption of the Project or any part thereof, proceeds of any financing or refinancing, and proceeds from any disposition of a partner or a partner’s interest in the Entity or any successor entity, and (E) shall be computed without deduction for operating or maintenance costs, including,

but not limited to, gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the Entity, tenant or third party.

xii. Improvements – Any building, structure or fixture permanently affixed to the Land as part of the Project and incorporated therein, which improvements are recognized as exempted from taxation under this Financial Agreement.

xiii. Infrastructure Improvements – Shall have the meaning ascribed thereto in the Recitals hereto.

xiv. In Rem Tax Foreclosure – A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by N.J.S.A. 54: 5 -1 et seq.

xv. Land – The land, but not the Improvements, located at Block 2804, Lots 1, 2, 9, 10 and 11, as described more particularly by the metes and bounds description set forth within the Application.

xvi. Land Taxes – The amount of taxes assessed on the value of the Land upon which the Project is located. Land assessments are not abated and shall remain a lien on the Land.

xvii. Land Tax Payments – Payments made on the quarterly due dates for Land Taxes on the Land as determined by the Tax Assessor and the Tax Collector.

xviii. Law – The term Law shall refer, collectively, to the LTTE Law and the RAB Law.

xix. Minimum Annual Service Charge – The minimum annual service charge shall be the amount of the total taxes levied against the Property in the last full tax year in which the area was subject to taxation.

xx. Net Profit – The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, as determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxi. Project – The Land and Improvements thereon which are the subject of this Financial Agreement and as defined in N.J.S.A. 40A:20-3 (e) & (i). The Project entails the construction of a 6-story, 50-unit multi-family residential rental apartment building and other related improvements, to be located on the Land, and also including the Infrastructure Improvements, as described more fully within the Application and in the Recitals hereto.

xxii. Pronouns – He or it shall mean the masculine, feminine or neuter gender, the singular, as well as, the plural, as proper meaning requires.

xxiii. Property – The Land and the Improvements thereon located at Block 2804, Lots 1, 2, 9, 10 and 11 as described on the Official Tax Map of the City of Orange Township, and more commonly known as 258-276 Reock Street, Orange, New Jersey.

xxiv. Statutes – The term Statutes when used in this Financial Agreement shall refer to all relevant statutes of the State of New Jersey.

xxv. Substantial Completion – The determination by the City that the Project is ready for the use intended and issuance of Certificates of Occupancy for the Project, as further defined in Section 6.2 of this Financial Agreement.

xxvi. Termination – The expiration of the term of this Financial Agreement in accordance with Section 3.1 hereof or the termination of this Financial Agreement in accordance with Section 14.1 hereof, in either case resulting, by operation of the terms of

this Financial Agreement, in the termination of the tax abatement provided hereunder in respect of the Improvements.

### **Section 1.3 Exhibits Incorporated**

All exhibits that are referred to in this Financial Agreement and are attached hereto are incorporated herein and made a part hereof.

## **Article II - Approval**

### **Section 2.1 Approval of Tax Abatement**

The City has granted and does hereby grant its approval for a tax abatement for the Improvements (but not the Land) to be constructed in accordance with this Financial Agreement and the Application, such tax abatement to be effective on the date provided in Section 6.2 hereof and extending throughout the Term described in Section 3.1 hereof, unless this Financial Agreement is sooner terminated pursuant to Section 14.1 hereof.

The City agrees that it shall not impose any added assessment, omitted added assessment or similar assessment on the value of the Improvements prior to the Annual Service Charge Start Date (as defined in Section 6.2 hereof).

The Entity represents and covenants that, effective as of the completion of the Project, it shall use the Project for the purposes set forth in the Application, and the land use applications filed with, and as approved by, the City in connection with this Project.

### **Section 2.2 Approval of Entity**

Approval hereunder is granted to the Entity for the contemplated Project on the Property, which shall in all respects comply and conform to all applicable statutes of the State of New Jersey, and the lawful regulations made pursuant thereto, governing land,

building(s) and the use thereof, and which Project is more particularly described in the Application.

**Section 2.3 First Source Employment During and After Construction; First Source Pass Through**

(a) If the Entity, its successors and/or assigns and/or any subsequent purchasers and/or any third party management companies retained to manage the Property, intend to hire new or replacement employees, for either part time or full time employment, for the construction of the Project or for the operation of the Project once it is constructed, the Entity, its successors and/or assigns and/or subsequent purchasers and/or any third party management companies retained to manage the Property, shall make good faith efforts to hire City residents to fill these jobs as specified below. The City, through the City's Office of Human Resources and/or a non-profit entity to be named by the City as the job referral center (hereinafter, the "Job Referral Center"), shall be available to assist in providing qualified candidates for the above 'first source' interviewing and hiring. The good faith efforts by the Entity, its successors and/or assigns and/or subsequent purchasers and/or any third party management companies retained to manage the Property, shall include, but not be limited to, the following: (1) written notification to the Job Referral Center of any new full or part-time job opportunities at least five (5) business Days prior to the commencement of the interviewing process. Such notification shall include, but not be limited to, the number of positions available, projected start date, estimated level of compensation, the skills and experience required for successful applicants, and the anticipated term of employment; (2) hold a first source interview window of at least five (5) business Days during which only candidates referred by the Job Referral Center shall be interviewed. These first source interviews shall take place prior to interviewing candidates

from the general public; (3) cooperate with efforts to recruit City residents for employment opportunities, including participation in job fairs or similar events held by the City; and (4) meet with appropriate City officials to determine the status of recruitment efforts and to plan future employment recruitment activities. The Entity, its successors and/or assigns and/or subsequent purchasers and/or any third party management companies retained to manage the Property, shall maintain records of this first source notification, interviewing and hiring activity for review by the City upon the City's written request.

(b) Upon completion of the Project, as evidenced by the receipt of a Certificate of Occupancy, Redevelopers, its successors and/or assigns and/or any subsequent purchasers, shall include a provision in all of their non-residential leases for space in a structure constructed as part of the Project providing that:

“If the lessee (tenant) intends to hire a new or replacement employee for either part time or full time employment, the lessee shall use good faith efforts to hire City residents to fill those jobs as specified below. The City, through the Job Referral Center, shall be available to assist in providing qualified candidates for the above ‘first source’ interviewing and hiring. The lessee’s good faith effort shall include, but not be limited to: (1) written notification to the Job Referral Center of any new full or part-time job opportunities at least five (5) business Days prior to the commencement of the interviewing process. Such notification shall include, but not be limited to, the number of positions available, projected start date, estimated level of compensation, the skills and experience required for successful applicants, and the anticipated term of employment; (2) hold a first source

interview window of at least five (5) business Days during which only candidates referred by the Job Referral Center shall be interviewed. These first source interviews shall take place prior to interviewing candidates from the general public; (3) cooperate with efforts to recruit City residents for employment opportunities, including participation in job fairs or similar events held by the City; and (4) meet with appropriate City officials to determine the status of recruitment efforts and to plan future employment recruitment activities. Lessee will maintain records of this 'first source' notification, interviewing and hiring activity (including but not limited to a written description of the reasons for the decision not to hire any candidate referred by the Job Referral Center for review by the City upon the City's written request. Failure of the lessee to comply with this 'first source' requirement shall be considered by the lessor to be a material breach of the lease and shall entitle the lessor to exercise any and all remedies provided for in the lease for a material breach including eviction."

(c) Upon written notice from the City to the Entity or its successors and/or assigns and/or any subsequent purchasers that the tenant is not using good faith efforts to hire City residents and is not in compliance with the first source provisions of the lease, the Entity and its successors and/or assigns and/or any subsequent purchasers agree to enforce the lease provisions set forth within Section 2.3(b) above to ensure compliance by all lessees. The Entity and its successors and/or assigns and/or any subsequent purchasers also agree to include the terms of this Section 2.3 in any contract for sale or transfer of the Property or any structure constructed as part of the Project to any other person or entity and

to explicitly provide within such contract that these terms shall survive the closing and that the City shall be a third party beneficiary as to the enforcement of these terms.

(d) In addition to any other remedy provided under this Financial Agreement and any other remedy provided by law, the Parties hereby agree that the provisions of this Section 2.3 may be enforced by the City through specific performance.

#### **Section 2.4 Affirmative Action**

The Entity, for itself and its successors and assigns, agrees that during the construction of the Project:

(1) It will comply with the provisions of the Affirmative Action Language contained herein.

(2) When hiring workers in each construction trade, or when engaging contractors, the Redeveloper agrees, pursuant to the City's request, to use its best efforts to employ:

a. Minority workers in each construction trade; or

b. Minority contractors consistent with the following goals: (as to workers) - a goal of employing twenty (20%) percent Minority workers out of the total number of workers employed as part of the work force in connection with the Project; or (as to contractors) - a goal of contracting with Qualified Minority Business Enterprises for twenty percent (20%) of the dollar value of the hard costs of total procurements to be awarded in connection with the Project.



c. For purposes of this Section, the term “Minority” shall mean persons who are either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender). The term “Qualified Minority Business Enterprise” shall mean a business which has its principal place of business in New Jersey, is independently owned and operated, is at least 51% owned and controlled by Minority group members and is qualified.

(3) It will undertake a program of local preference to facilitate entering into contracts with and/or purchasing goods and services from local merchants and businesses located within the City.

(4) It will endeavor to comply with the above stated goals by, among other things, considering employment of applicants, contractors and vendors who are from a pool registered by the City or its designee.

(5) Where applicable, it will at all times conform to the laws, regulations, policies of the State, the federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government-sponsored funding

for the Project, notwithstanding any other provision of this Financial Agreement to the contrary.

### **Section 2.5 Compliance and Reporting**

The obligations contained in Sections 2.3 and 2.4 shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Entity (or any other person or entity) in respect of the construction of the Improvements shall so provide. The Entity covenants to enforce (and cause any other person or entity to enforce) its contracts with its contractors and subcontractors if such parties are not in compliance with Sections 2.3 and 2.4.

The Entity and its contractors and subcontractors shall submit monthly (or at less frequent intervals, not less than quarterly, if so directed by the Director) reports regarding their compliance with Sections 2.3 and 2.4 as the City may reasonably require. Upon completion of the Improvements, the Entity shall certify that it has complied with the requirements of Sections 2.3 and 2.4. No Certificate of Completion or Certificate of Occupancy shall be issued prior to the Entity filing a report satisfactory to the City evidencing compliance with the provisions of Sections 2.3 and 2.4.

Following completion of the Improvements, the Entity shall continue to comply with the provisions of Section 2.3 in connection with the ongoing operations of the Project, and shall submit quarterly reports regarding its compliance with Section 2.3 as the City may reasonably require.

Any contract of sale or transfer of the Project to any other person or entity shall include the terms of Sections 2.3, 2.4 and 2.5 and shall explicitly provide within such

contract that these terms shall survive the closing of such sale or transfer.

Failure to comply with the requirements of Sections 2.3, 2.4 or 2.5 shall constitute a Default within the meaning of Section 13.1, as to which the provisions of Sections 13.2, 13.3 and 14.1 shall be applicable. In addition to any other remedy provided under this Financial Agreement and any other remedy provided by law, the parties agree that the provisions of Sections 2.3 and 2.4 may be enforced by the City through specific enforcement.

### **Article III – Duration of Financial Agreement**

#### **Section 3.1 Term**

So long as there is compliance with the Law and this Financial Agreement, and except as provided in Section 14.1 hereof, it is understood and agreed by the parties hereto that this Financial Agreement shall remain in effect for a term of thirty (30) years from the date of Substantial Completion of the Project (which shall be the start date of the tax abatement and the Annual Service Charge payments under this Financial Agreement) and shall continue in force only while said Project is owned by an urban renewal entity formed pursuant to the Law; provided, however, that in no case shall this Financial Agreement remain in effect longer than 35 years from the date of execution of this Financial Agreement. Upon expiration of the term of this tax exemption, (i) the tax exemption for the Project shall no longer be in effect and the Land and the Improvements thereon shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the City and (ii) all restrictions and limitations upon the Entity outlined in this Financial Agreement shall terminate upon the Entity's rendering and the City's acceptance of the Entity's final accounting.

### **Section 3.2 Termination by Entity Not Permitted**

Pursuant to N.J.S.A. 40A:12A-66, the provisions of N.J.S.A. 40A:20-13 permitting the relinquishment of tax-exemption status under the LTTE Law after the expiration of one (1) year from the project completion date, shall not apply to redevelopment projects (such as the Project) financed with bonds under the RAB Law (such as the Bonds). Accordingly, the Entity shall have no authority to voluntarily terminate this Financial Agreement.

### **Article IV - Annual Service Charge**

#### **Section 4.1 Annual Service Charge**

(a) The Annual Gross Revenue shall be calculated as set forth within N.J.S.A. 40A:20-3(a) and the definition thereof contained in Section 1.2 hereof.

(b) All parking spaces on the Property will be exclusively for the use of the owners, tenants or occupants of the Property. If the Entity charges for the parking spaces on the Property, the Entity must report this as other revenue generated from the Project. All such parking revenues shall be included, without reduction for expenses, in Annual Gross Revenue for purposes of computing the Annual Service Charges under paragraph (c) below. In the event that the Entity seeks to lease the parking spaces on the Property to third parties other than the owners, tenants or occupants of the Property, the Entity must first notify the City in writing and must comply with all City ordinances and State laws regarding parking.

(c) Pursuant to N.J.S.A. 40A:12A-66, the provisions of N.J.S.A. 40A:20-12 establishing a minimum or annual service charge and requiring staged increases in the annual service charge over the term of the exemption period shall not apply to

redevelopment projects financed with bonds under the RAB Law (such as the Bonds). The Infrastructure Improvements (which constitute a portion of the Project) will be financed by the Bonds.

(d) The Annual Service Charge payable by the Entity to the City for each year shall consist of the sum of the Base Annual Service Charge and the RAB Annual Service Charge.

(e) The Base Annual Service Charge payable by the Entity to the City for each year shall be as follows:

- (i) During year one (1) through year fifteen (15) of the Financial Agreement, the Base Annual Service Charge shall be an amount equal to five percent (5%) of the Annual Gross Revenue generated from the Project;
- (ii) During year sixteen (16) through year twenty (20) of the Financial Agreement, the Base Annual Service Charge shall be an amount equal to seven percent (7%) of the Annual Gross Revenue generated from the Project;
- (iii) During year twenty-one (21) through year twenty-five (25) of the Financial Agreement, the Base Annual Service Charge shall be an amount equal to nine percent (9%) of the Annual Gross Revenue generated from the Project; and
- (iv) During year twenty-six (26) through year thirty (30) of the Financial Agreement, the Base Annual Service Charge shall be an

amount equal to ten percent (10%) of the Annual Gross Revenue generated from the Project.

(e) The RAB Annual Service Charge payable by the Entity to the City for each year shall be equal to the product of 1.05263 times the amount of debt service scheduled to be paid by the City during such year in respect of the Bonds. The City shall provide a debt service schedule to the Entity promptly following the issuance of the Bonds.

(f) In no event shall the Annual Service Charge, excluding taxes on the Land, in any year after the Annual Service Charge Start Date be less than the Minimum Annual Service Charge. The parties agree that the Minimum Annual Service Charge for the Project shall be \$16,295.79 pursuant to N.J.S.A. 40A:20-12(b). The Minimum Annual Service Charge shall not be reduced through any tax appeal on Land and/or Improvements during the period the Agreement is in force and effect; provided, however, that the foregoing shall not prohibit the Entity from appealing land taxes applicable to the Land as may be then assessed at any time during the term of this Financial Agreement.

#### **Section 4.2 Quarterly Installments**

The Entity expressly agrees that the aforesaid Annual Service Charge(s) shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each City fiscal year. In the event that the Entity fails to so pay, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

In the Application, the Entity has projected the following estimated amounts of Annual Gross Revenues for each year of operation (the “**Projected AGR**”):

YEAR	AMOUNT	YEAR	AMOUNT	YEAR	AMOUNT
1	\$1,151,229	11	\$1,547,156	21	\$2,079,248
2	1,185,766	12	1,593,570	22	2,141,625
3	1,221,339	13	1,641,377	23	2,205,874
4	1,257,979	14	1,690,619	24	2,272,050
5	1,295,718	15	1,741,337	25	2,340,212
6	1,334,590	16	1,793,577	26	2,410,418
7	1,374,628	17	1,847,385	27	2,482,730
8	1,415,866	18	1,902,806	28	2,557,212
9	1,458,342	19	1,959,890	29	2,633,929
10	1,502,093	20	2,018,687	30	2,712,947

For each year, the quarterly installments of the Base Annual Service Charge shall be based on the Projected AGR, which amount shall be adjusted when the Auditor’s Report is completed for such year. In the event of any such adjustment, (i) any surplus owing to the Entity as a result of an overpayment revealed by such calculation shall be credited against the next quarterly installment of Base Annual Service Charges payable by the Entity after the date such Auditor’s Report is filed (provided, that if there are no future quarterly installments then the City shall retain such surplus amount), and (ii) any deficiency owing to the City as a result of an underpayment revealed by such calculation

shall be paid by the Entity to the City within thirty (30) days of the date such Auditor's Report is filed.

In the event the Auditor's Report for any such year is not timely filed by the Entity, the City may make the above-referenced calculations, which calculations shall be binding upon the Entity absent manifest error.

### **Section 4.3 Land Tax Credit**

The Entity is obligated to make Land Tax Payments, notwithstanding any entitlement to a Land Tax Credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to a credit for the amount, without interest, of the Land Tax Payments paid by it in the last four preceding quarterly installments against the Annual Service Charge. The Entity's failure to make the requisite Annual Service Charge payment in a timely manner shall constitute a violation and breach of the Financial Agreement and the City shall, if such failure shall continue for greater than thirty (30) days following the date such quarterly Annual Service Charge installment is due, (i) render the Entity ineligible for any Land Tax credit in respect of such quarterly Annual Service Charge installment (which shall automatically result in an increase in the amount due on such quarterly Annual Service Charge installment), (ii) enable the City, among its other remedies, to proceed against the Property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq., and/or (iii) enable the City to cancel the Financial Agreement in a manner consistent with the provisions of Section 14.1 hereof. Any default arising out of the Entity's failure to pay Land Taxes and/or Annual Service Charges, shall not be subject to the default procedural remedies as provided in Section 5.1 of this Financial Agreement.



#### **Section 4.4 Material Conditions**

It is expressly agreed and understood that all Land Tax Payments, Annual Service Charges, including the methodology of computation, water and sewer charges, and any interest payments due, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### **Section 4.5 City Administrative Charge**

In addition to the Annual Service Charge, there will be a fee of 2% of the Annual Service Charge added to cover City administration costs.

### **Article V - Dispute Resolution**

#### **Section 5.1 Remedies**

In the event of a breach of this Financial Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, other than those items specifically included as material conditions herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its expedited commercial rules and regulations in such

a fashion to accomplish the purpose of said Law. Costs for said arbitration shall be borne equally by the parties. In the event of a default on the part of the Entity, to pay the Annual Service Charge as defined in Article IV, above, the City among its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appear, or is applied, directly or implied to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Financial Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In such event, however, the Entity, whichever the case may be, does not waive any defense it may have to contest the right of the City to proceed in the above mentioned manner by conventional or In Rem Tax foreclosure.

## **Article VI – Certificate of Occupancy**

### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to make application for and make all best efforts to obtain all Certificates of Occupancy in a timely manner, as identified in the Application. Failure on the part of the Entity to use all best efforts to secure and submit said Certificates of Occupancy in a timely manner shall constitute a default hereunder, which shall be subject to the provisions of Articles XIII and XIV hereof.

### **Section 6.2 Substantial Completion**

The Annual Service Charge is to commence from the first day of the month following the Substantial Completion, as herein defined, of the Project or any phase(s) thereof if the Project is undertaken in phases (the "Annual Service Charge Start Date").

The phrase “Substantial Completion” denotes the issuance, by the City’s Construction Official, of any valid Certificate of Occupancy of all, or a substantial part of, the Project’s structure.

**Section 6.3 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the City a copy of such certificate.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non action, taken by the City’s Tax Assessor in the absence of such filing by the Entity.

The estimated cost basis disclosed in the Application may at the option of the City’s Construction Official be used as the basis for construction cost in the issuance of the building permit(s).

**Article VII - Annual Audits**

**Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed in the Law during the term of the tax exemption.

**Section 7.2 Periodic Reports**

Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity’s accounting basis, that this Financial Agreement shall continue in effect, the Entity shall submit its Auditor’s Report certified by a certified public accountant for the preceding fiscal or calendar year to the City, to the attention of the City’s Chief

Financial Officer, and the City Clerk, who shall advise those municipal officials required to be advised, and to the Director of the Division of Local Government Services in the Department of Community Affairs N.J.S.A. 40A:20-9(d). Said Auditor's Report shall include, but not be limited to the following:

Rental schedule of the Project, and the terms and interest rate on any mortgage(s) associated with the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Financial Agreement.

After full completion of the Project (as opposed to Substantial Completion), the Entity agrees to submit a Total Project Cost audit certified by a Certified Public Accountant within ninety (90) days after full completion of the Project.

### **Section 7.3 Inspection**

The Entity shall, upon request by the City, permit the inspection of property, equipment, buildings and other facilities of the Project. It also shall permit, upon request, examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the City. Such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of any officer or agent of the Entity.

### **Section 7.4 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to limitation of its profits payable by it pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding ten (10%) percent

of the Annual Gross Revenue of the Entity for the last full fiscal year preceding the year in which a determination is being made with respect to permitted Net Profits and may retain part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15, said reserve to be noncumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of ten (10%) percent of the preceding year's Annual Gross Revenue as aforesaid.

**Section 7.5 Payment of Dividend and Excess Profit Charge**

In the event the Net Profits of the Entity, as provided in N.J.S.A. 40A:20-15, shall exceed the Allowable Net Profits for such period, then the Entity shall, within ninety (90) days after the end of such fiscal year, pay such excess profit to the City as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.4.

**Article VIII - Assignment and/or Assumption**

**Section 8.1 Approval**

Any change made in the ownership of the Project, or any other change that would materially affect the terms of this Financial Agreement, shall be void unless approved by the City. As permitted by N.J.S.A. 40A:20-10, it is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to the sale of the Project (but not a portion thereof) and the transfer of this Financial Agreement to another urban renewal entity, provided that (a) if such sale and transfer is to occur prior to Substantial Completion, the transferee urban renewal entity shall have demonstrated to the reasonable satisfaction of the City that it possesses the experience and capitalization

necessary to complete and operate the Project, which determination by the City shall not be unreasonably withheld, conditioned or delayed; (b) the transferee urban renewal entity does not own any other project subject to long term tax exemption at the time of transfer; (c) the transferee urban renewal entity is formed and eligible to operate under the Law; (d) the Entity is not then in Default of this Financial Agreement or in violation of the Law; (e) the Entity's obligations under this Financial Agreement is fully assumed by the transferee urban renewal entity; and (f) the transferee urban renewal entity abides by all terms and conditions of this Financial Agreement. Any such consent shall be conditioned upon payment of an application fee equal to two percent (2%) of the Annual Service Charge.

### **Section 8.2 Operation of Project**

The Project shall be operated in accordance with the provisions of the Law, as currently amended and/or supplemented. Operation of the Project under this Financial Agreement shall not only be terminable as provided by the Law, but also by a material breach of this Financial Agreement.

### **Section 8.3 Termination**

The Entity hereby agrees at all times prior to the expiration or termination of this Financial Agreement to remain bound by the provisions of the Law. It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Municipal Council, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which are basic to, embraced in, or underlying the exempted Improvements.

## Article IX – Notice

### **Section 9.1 Notice**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested, addressed as follows:

- (a) When sent by the City to the Entity it shall be addressed as follows:

PEEK Reock I Owner Urban Renewal, LLC  
c/o PEEK Properties  
59 Main Street, Suite 203  
West Orange, New Jersey 07052  
Attn: \_\_\_\_\_

With a copy to:

Reginald Jenkins, Jr., Esq.  
Chasan Lamparello Mallon & Cappuzzo, PC  
300 Lighting Way, Suite 200  
Secaucus, New Jersey 07094

- (b) When sent by the Entity to the City, it shall be addressed as follows:

City Hall  
29 North Day Street  
Orange, New Jersey 07050  
Attention: Municipal Clerk

The notice to the City shall identify the subject as “Reock Street Redevelopment Project” and shall include any assigned tax account numbers.

## Article X – Compliance

### **Section 10.1 Statutes and Ordinances**

The Entity hereby agrees at all times prior to the expiration or termination of this Financial Agreement to remain bound by the provisions of Federal and State Statutes and Municipal Ordinances and Regulations including, but not limited to, the Law. The Entity’s failure to comply with such statutes or Ordinances shall constitute a violation

and breach of the Financial Agreement and the City shall, among its other remedies, have the right to terminate said tax exemption in accordance with the provisions of Articles XIII and XIV hereof.

### **Article XI - Construction**

#### **Section 11.1 Construction**

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

### **Article XII – Indemnification**

#### **Section 12.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of this Financial Agreement and/or the provisions of the Law, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents, the expense thereof to be borne by the Entity.

### **Article XIII - Default**

#### **Section 13.1 Default**

Default shall be failure of the Entity to comply with the terms of this Financial Agreement and failure of the Entity to perform any obligation imposed upon the Entity



by statute, ordinance or lawful regulation, subject to the expiration of any applicable notice, grace and cure periods provided in this Financial Agreement.

### **Section 13.2 Cure Upon Default**

Should the Entity be in default as defined and set forth in this Financial Agreement, the City shall notify the Entity in writing of said default. Said notice shall set forth with particularity the basis of said default. The Entity shall have thirty (30) days from its receipt of such notice to cure any alleged default (other than a default in the payment of any installment of the Annual Service Charge, which shall instead be subject to the provisions of Section 4.3 hereof), provided that if the default cannot reasonably be cured within the applicable cure period using reasonable diligence, then the time to cure shall be extended upon written request for one additional thirty (30) day period of time. The City may not cancel the Financial Agreement unless thirty (30) days' notice to cure has also been given to all lenders of record.

### **Section 13.3 Remedies Upon Default**

Subsequent to the passage of requisite number of days after the Entity's receipt of a default notice (as set forth in Sections 4.3 or 14.2 hereof) without cure, the City shall have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54: 4-1, et seq., if the default is the failure to pay the Annual Service Charge, and/or may cancel the Financial Agreement. All of the remedies provided in this agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No determination of any provision within this Financial Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay land taxes, the Annual Service Charge, and/or the water and

sewer charges and interest payments. This right shall apply to arrearages that are due and owing at the time, and the bringing of any action for land taxes and Annual Service Charges, or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of land taxes, Annual Service Charges, and water and sewer charges, or other charges shall not be construed as a waiver of the right to terminate said tax exemption and/or proceed with In Rem Foreclosure action or any other remedy.

#### **Article XIV - Termination**

##### **Section 14.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy such default or material breach within the time period provided in Section 13.2, the City may cancel this Financial Agreement upon thirty (30) days notice to the Entity and all lenders of record, which may be nullified upon a cure of the subject default by or on behalf of the Entity. For purposes of rendering a final financial accounting the termination of the agreement shall be deemed to be the end of the fiscal year for the Entity. The Entity shall within ninety (90) days after the date of such termination pay to the City a sum equal to the amount of the reserves, if any, maintained pursuant to N.J.S.A. 40A:20-13 and 15. Upon such termination of the Project, all affected parcels and all improvements made thereto shall be assessed and subject to taxation as are all other taxable properties within the City.

##### **Section 14.2 Final Accounting**

Upon any termination of such exemption, whether by affirmative action of the Entity or by virtue of the provisions of the Law, or pursuant to the terms of this Financial Agreement, the date of such termination shall be deemed to be the end of the fiscal year

of the Entity solely for the purpose of providing a final accounting pursuant to this Financial Agreement.

It is further provided that at the end of the period of tax exemption granted hereunder, the Land and Improvements shall be assessed and taxed according to general law like other property in the City. At the same date, all restrictions and limitations upon the Entity shall terminate upon the Entity rendering its final accounting with the City, and the City's acceptance thereof, pursuant to N.J.S.A. 40A:20-13.

### **Article XV - Miscellaneous**

#### **Section 15.1 Conflict**

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

#### **Section 15.2 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance authorizing the Financial Agreement, and the Application constitute the entire agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by both parties and delivered to each.

#### **Section 15.3 Entire Document**

All conditions in the Ordinance of the Municipal Council approving this Financial Agreement, and the Application, with all attachments and exhibits, are incorporated in this Financial Agreement and made a part hereof.

---

**Section 15.4 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

**Section 15.5 Grammatical Agreement**

The bracketing of the letter(s) at the end of a word such as unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

**Section 15.6 Recording**

Either this entire Financial Agreement or a memorandum of recording will be filed and recorded with Essex County Register of Deeds by the Entity.

**Article XVI – Exhibits**

Exhibit A – PEEK Reock I Owner Urban Renewal, LLC Tax Abatement Application

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

**ATTEST:**

**PEEK REOCK I OWNER  
URBAN RENEWAL, LLC**

\_\_\_\_\_  
Witness

By:\_\_\_\_\_

**ATTEST:**

**THE CITY OF ORANGE  
TOWNSHIP**

\_\_\_\_\_  
Joyce L. Lanier,  
Municipal Clerk

\_\_\_\_\_  
Dwayne D. Warren, Esq.,  
Mayor

**APPROVED AS TO FORM**

\_\_\_\_\_  
Gracia Montilus  
City Attorney

---

**EXHIBIT A**

---

**City of Orange Township**  
**Application for**  
**Long Term Tax Abatement**

## **II. Developer Identification:**

**A. Name of Applicant:**

**PEEK Reock I Urban Renewal, LLC B.**

**Principal Address:**

**59 Main Street, Suite 203  
West Orange, NJ 07052**

**C. Type of Entity (check one)**

   Corporation   X   LLC    LLP    Partnership    Other (please specify)

**D. Contact Information**

**1.) Name of Primary Contact: Phillip J. Evanski**

**2.) Contact Numbers:**

**a. Phone: 973-736-3600**

**b. Fax: \_\_\_\_\_**

**c. Email: pevanski@peekcp.com**

**E. Name and Address of Statutory Agent:**

Please list the name and address of the entity upon whom a legal process can be served:

Phillip J. Evanski  
924 Bergen Avenue, Suite 292  
Jersey City, NJ 07306

**F. Federal Tax Identification Number:**

83-4173390

**G. Disclosure of Ownership:**

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.



### **III. Project Description:**

**A. Applicant's Ownership Interest in the Project:**

Conventional (Fee Simple)                       Condominium

**B. Project Type (Please check all that apply):**

Residential;  Retail;  Office;  Manufacturing;  Distribution Facility;  Hotel;

Other (Specify): \_\_\_\_\_

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

100 % Residential;  % Retail;  % Office;  % Manufacturing;  % Distribution Facility;

% Hotel;  % Other (specify here \_\_\_\_\_)

**C. Marketing Expectation:**

For Sale                       For Lease                       Both

**D. Project Location:**

1. Provide all of the street addresses by which the project site is currently known:

- Address #1: 54 South Day Street
- Address #2: 276 Reock Street
- Address #3: Reock Street R L
- Address #4: 71 South Center
- Address #5: 62 South Day Street

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official maps of the Tax Assessor as of the date of this application (i.e. prior to any subdivision associated with the project):

Block: 2804    Lot: 1, 2, 9, 10, 11

3. Metes and Bounds Description:

Please attach the metes and bounds description of the project site as Exhibit 5 of this application.

4. Survey:

Please attach survey of the project site as Exhibit 6 of this application. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.

**H. Narrative Description of Project:**

Applicant proposes to develop an existing Autobody Shop and vacant lot to construct and operate a 50 unit multi-family residential property. The property shall include five (5) studio units, thirty (30) one bedroom units and fifteen (15) two bedroom units along with 40 garage parking spots. The development is proposed on a currently vacant lot as well as an Autobody Shop that has already been demolished.

**I. Current Conditions:**

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Attach extra pages as needed.

There was an old Autobody Shop that has already been demolished and removed. The property is currently vacant and is without improvements.

2. Provide a list with the current tax assessment and the current real property tax levy for each lot included within the project site. Attach extra pages as needed.

Block	2804	Lot	1, 2, 9, 10, 11	Current Tax Assessment Attached	Current Real Property Tax Levy Attached (None)
-------	------	-----	-----------------	------------------------------------	---

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties.

Block	2804	Lot	1, 2, 9, 10, 11	Current Status of Municipal Fees and Charges (specify type) Attached (None)
-------	------	-----	-----------------	--

**J. Site Plan Approval:**

Provide a copy of the site plan approved by the Planning Board for the Project. Also provide a copy of the resolution of the Planning Board providing final site plan approval for the project. Attach the site plan as Exhibit 9 of this application and the resolution as Exhibit 10 of this application.

**K. Project Cost Estimates**

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be certified by a licensed architect or engineer. Attach the completed estimate for the entire Project as Exhibit 11 of this application.
2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by section K.1 above. The estimate should also be certified by a licensed architect or engineer. Attach the completed unit estimates as Exhibit 12 of this application.

**L. Project Pro-Forma:**

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover the full abatement

#### **IV. Abatement Information:**

**A. Annual Service Charge to be based on: (check one)**

Annual Gross Revenue (Non-condominium)       Project Cost

Imputed debt service (Condominium)

**B. Term Requested:**

30 Years

**C. Proposed Rates and Phases:**

<u>Starting Year</u>	<u>Ending Year</u>	<u>Rate</u>	<u>Phase-out (alternative method)</u>
2021	2035	5.0%	
2036	2040	7.0%	
2041	2046	9.0%	
2047	2051	10.0%	

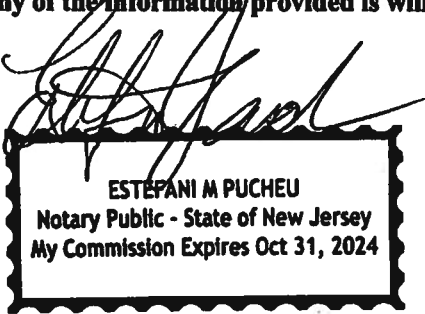
**D. Form of Financial Agreement:**

Attach the proposed form of the financial agreement as Exhibit 19 of the application. The correct form for your project type should be attached to this application. Please note that the final financial agreement provides that a sealed certification by the project architect as to the final project cost must be submitted so that it can be added to the agreement within 60 days after the issuance of the Certificate of Occupancy for the project.

The form financial agreement shall be provided once obtained from and negotiated with the City of Orange.

**Signatures**

**By my signature below, I hereby submit this application on behalf of the Developer. I certify that all of the information is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.**



**For the Developer:**

By: \_\_\_\_\_  
Name: P. J. H.  
Title: \_\_\_\_\_

2/3/2020  
Date

**Please notarize here or  
provide attestation and  
seal of corporate secretary**

---

# **EXHIBIT 1**

## **Disclosure of Ownership**

**Please see attached.**

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

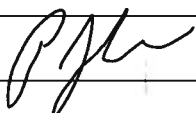
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
See Attached.	

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Phillip J. Evanski	Title:	Manager
Signature:		Date:	2/03/2020

---

# **EXHIBIT 2**

## **Certificate of Incorporation**

**Please see attached.**

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF FORMATION**

**PEEK REOCK I OWNER LLC**  
**0450364968**



Certificate Number : 4074846123  
Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
28th day of March, 2019*

*Elizabeth Maher Muoio*  
State Treasurer



# BRACH | EICHLER LLC

Jeffrey H. Itzkowitz  
Direct Dial: 973-403-3158  
Direct Fax: 973-618-5558  
E-mail: [jitzkowitz@bracheichler.com](mailto:jitzkowitz@bracheichler.com)

January 22, 2020

## **VIA FEDERAL EXPRESS**

Pamela Weintraub  
Department of Community Affairs  
Local Planning Services  
101 South Broad Street  
PO Box 813  
Trenton, New Jersey 08625-0805

**Re: Peek Reock I Owner LLC  
Peek Reock II Owner LLC  
Our File No.: EVA041-277469**

Dear Pamela:

Enclosed herein please find the following documents for your office's review and approval:

**A. Peek Reock I Owner LLC**

1. One (1) copy of the Certificate of Formation stamped "Filed" by the Department of the Treasury of the State of New Jersey on March 28, 2019;
2. One (1) original and five (5) executed copies of the Amended and Restated Certificate of Formation; and
3. Original executed Disclosure Information Form.

**B. Peek Reock II Owner LLC**

4. One (1) copy of the Certificate of Formation stamped "Filed" by the Department of the Treasury of the State of New Jersey on April 8, 2019;
5. One (1) original and five (5) executed copies of the Amended and Restated Certificate of Formation; and
6. Original executed Disclosure Information Form.

5 Penn Plaza, 23rd Floor  
New York, New York 10001  
212.896.3974

101 Eisenhower Parkway  
Roseland, New Jersey 07068  
973.228.5700

777 South Flagler Drive  
Suite 800, West Tower  
West Palm Beach, Florida 33401  
561.899.0177

BE:10820442.1/EVA041-277469

[www.bracheichler.com](http://www.bracheichler.com)

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF FORMATION**

**PEEK REOCK I OWNER LLC**  
**0450364968**

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 03/28/2019 and was assigned identification number 0450364968. Following are the articles that constitute its original certificate.

1. **Name:**  
PEEK REOCK I OWNER LLC
2. **Registered Agent:**  
PHILLIP J EVANSKI
3. **Registered Office:**  
924 BERGEN AVE  
SUITE 292  
JERSEY CITY, NEW JERSEY 07306
4. **Business Purpose:**  
OWNER OF MULTIFAMILY PROPERTIES
5. **Effective Date of this Filing is:**  
03/28/2019
6. **Members/Managers:**  
PHILLIP J EVANSKI  
924 BERGEN AVE  
SUITE 292  
JERSEY CITY, NEW JERSEY 07306 .

EMANUEL KLEIN  
924 BERGEN AVE  
SUITE 292  
JERSEY CITY, NEW JERSEY 07306

7. **Main Business Address:**  
924 BERGEN AVE  
SUITE 292  
JERSEY CITY, NEW JERSEY 07306

**Signatures:**  
PHILLIP J EVANSKI  
AUTHORIZED REPRESENTATIVE

**AMENDED AND RESTATED CERTIFICATE OF FORMATION**

**OF**

**PEEK REOCK I OWNER LLC**

**THIS AMENDED AND RESTATED CERTIFICATE OF FORMATION** is executed by the undersigned authorized person pursuant to N.J.S.A. 42:2B-13 in order to amend and restate the Certificate of Formation of Peek Reock I Owner LLC in accordance with the New Jersey Limited Liability Company Act, N.J.S.A. 42:2B-1 et. seq. and the provisions of N.J.S.A. 40A:20-1 et. seq. known as the Long Term Tax Exception Law.

1. The name of the limited liability company is Peek Reock I Owner LLC.
2. The Certificate of Formation was filed on March 28, 2019 with the Department of the Treasury of the State of New Jersey and identification number 0450364968 was assigned.
3. The name of the limited liability company shall be changed to Peek Reock I Owner Urban Renewal LLC.
4. The address of the registered office of the limited liability company is 924 Bergen Avenue, Suite 292, Jersey City, New Jersey 07306. The limited liability company's registered agent at that address is Phillip J. Evanski.
5. The limited liability company is to have perpetual existence.
6. The purpose of this entity is to operate under P.L. 1991, c. 431 (C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or

entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. This entity shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than ten (10%) percent, is disclosed to the municipality governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement.

10. This entity is subject to the provisions of Section 18 of P.L. 1991, c. 431 (C. 40A:20-18) respecting the powers of the municipality to alleviate financial difficulties of the urban renewal entity or to perform actions on behalf of the entity upon a determination of financial emergency.

11. Any housing units constructed or acquired by this entity shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs, State of New Jersey.

This Amended and Restated Certificate of Formation shall be effective as of the date of filing.

**IN WITNESS WHEREOF**, the undersigned duly authorized person has executed this Amended and Restated Certificate of Formation this 22 day of January, 2020.

  
Phillip J. Evanski, Authorized Person

**SECTION 4: REDEVELOPMENT PLAN INFORMATION**

Name of Municipal Redevelopment Agency City of Orange Township

Citation of municipal ordinance adopting the redevelopment plan Ordinance 6-2010 Reock Street Redevel

For housing projects, complete the following:

Specify type and number of units as applicable:

- Condominium units \_\_\_\_\_
- Market rate rental 50
- Low and moderate income in mixed use projects \_\_\_\_\_
- Senior citizen in mixed use projects \_\_\_\_\_
- Other (please specify) \_\_\_\_\_

Total number of units 50

**SECTION 5: PROJECT FUNDING SOURCES**

The low and moderate income housing project will be financed or insured by which of the following (check all applicable):

- Private funds (Please specify) \_\_\_\_\_
- State or Federal financing or insuring agencies (Please specify below)
- Other (Please specify) \_\_\_\_\_

State or Federal Financing or Insuring Agencies for the Project (check all that apply):

**NJ Department of Community Affairs:**

- Neighborhood Preservation Balanced Housing
- HOME - CHDO Production (Community Housing Development Organizations) Program
- HOME - Housing Production Investment Fund
- National Housing Trust Fund

**NJ Redevelopment Authority:**

- NJ Urban Site Acquisition Program

**US Department of Housing and Urban Development (HUD):**

- Section 811 Supportive Housing for Persons with Disabilities
- Section 202 Supportive Housing for the Elderly
- HOPE VI Grants
- HOME Program

**US Department of Agriculture:**

- Rural Resources Administration (formerly Farmers' Home Administration)

**Other (Please specify):**

\_\_\_\_\_

**NJ Housing and Mortgage Finance Agency:**

- NJ Community Housing Demo Program (developmental disabilities)
- NJ Supportive Housing Connection Program
- CHOICE Program
- Special Needs Housing Partnership Program
- Multifamily Rental Housing Program
- Multifamily Conduit Bond Program
- Public Housing Construction and Permanent Loan Program
- Sandy Special Needs Housing Fund
- Rental Housing Incentive Finance Fund
- 100% Mortgage Program
- Urban Home Ownership Recovery Program
- Low-Income Housing Tax Credit Allocation Program
- Money Follows the Person Housing Partnership Program
- Section 811 Project Based Rental Assistance Program
- Fund for Restoration of Multifamily Housing (FRM)
- Fund for restoration of Multifamily Housing -Public Housing Authority Set -Aside

List the information of the State or Federal financing or insuring agency's contact person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**deX** Express Package US Airbill

FedEx Tracking Number **8149 6504 8520**

1 Please print and press hard.

11/22/10 Sender's FedEx Account Number **7404042972** SENDER'S FEDEX ACCOUNT NUMBER ONLY

From **BRACH EICHLER** Phone **973 364-8323**

101 EISENHOWER PKWY FL 2

ROSELAND State NJ ZIP 07068-1032

Internal Billing Reference **EVA 041-277469**

To Pamela Weintraub

Dept of Community Affairs

Local Planning Services

101 South Broad St

PO Box 813

Trenton NJ ZIP 08625

0134076553

**Sender's Copy**

4 Express Package Service \* To most locations. Packages up to 150 lbs. For packages over 100 lbs, use the FedEx Express Priority 3D Air Mail.

<input type="checkbox"/> Next Business Day <input type="checkbox"/> FedEx First Overnight <input type="checkbox"/> FedEx Priority Overnight <input checked="" type="checkbox"/> FedEx Standard Overnight	<input type="checkbox"/> 2 or 3 Business Days <input type="checkbox"/> FedEx 2Day A.M. <input type="checkbox"/> FedEx 2Day <input type="checkbox"/> FedEx Express Saver
---	--

5 Packaging  FedEx Envelope\*  FedEx Pak\*  FedEx Box  FedEx Tube  Other

6 Special Handling and Delivery Signature Options Free may apply. See the FedEx Service Guide.

Saturday Delivery NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required  Direct Signature  Indirect Signature

Does this shipment contain dangerous goods?  No  Yes  Dry Ice  Cargo Aircraft Only

7 Payment **B/L**

Recipient  Third Party  Credit Card  Cash/Check

Total Packages Total Weight Total Declared Value\*

Leave the packing to the pros at FedEx Office. Go to [fedex.com/office](http://fedex.com/office)

**Resolution of Unanimous Consent by PEEK Reock I Owner, LLC**

The undersigned Manager of PEEK Reock I Owner, LLC, a New Jersey limited liability company (the "Company") does hereby adopt the following Resolution.

**WHEREAS**, the Company desires to make application to the City of Orange Township, Essex County, New Jersey (the "Municipality"), seeking a long term tax abatement relative to the property located at Block 2804 Lots 1, 2, 9, 10 and 11 within the Reock Redevelopment Area in the City of Orange Township, Essex County, New Jersey (the "Property").


**NOW, THEREFORE, IT IS HEREBY,**

**RESOLVED**, that the Company, through its duly authorized manager, PEEK Reock I Manager, LLC, and is hereby authorized to submit an application to the Municipality for the provision of a long term tax abatement for the Property; and

**IT IS FURTHER RESLOVED**, that if the Company's application is accepted by the Municipality, the Manager of this Company is authorized to execute and deliver on the Company's behalf, a financial agreement substantially in the form attached to the application with such changes thereto as may be negotiated by the Company and the Municipality, and such other documents as may be necessary to facility such long term tax abatement.

**IN WITNESS WHEREOF**, the undersigned has hereunto set their hands and seals effective this 13 day of January 2020.

**PEEK REOCK I OWNER, LLC**  
**By: PEEK REOCK I MANAGER, LLC**

By:   
Name: Phillip J. Evanski  
Title: Manager



**First American Title™**

**SCHEDULE C  
LEGAL DESCRIPTION**

Issuing Office File No. ZT-2739

**ALL** that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Orange Township, in the County of Essex, State of NJ:

**BEGINNING** at a point in the southerly sideline of Reock Street (36 feet wide) distant 97.20 feet from its intersection with the easterly sideline of South Day Street (50 feet wide), and from said point running; thence

(1) South 33 degrees 36 minutes West 65.00 feet to a point; thence

(2) South 56 degrees 50 minutes East 30.00 feet to a point; thence

(3) North 33 degrees 36 minutes East 65.00 feet to a point in the aforementioned sideline of Reock Street; thence

(4) Along said sideline of Reock Street, North 56 degrees 50 minutes West 30 feet to the point and place of **BEGINNING**.

The above description being in accordance with a survey prepared by Canfora Surveying, Inc., dated January 5, 2011.

**FOR INFORMATION PURPOSES ONLY: BEING** known as 276 Reock Street, Tax Lot 2, Tax Block 2804 on the Official Tax Map of City of Orange Township, NJ.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.*



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# **EXHIBIT 6**


## **Survey**

**Please see attached.**

# **EXHIBIT 7**

## **Copy of Deed**

**Please see attached.**

<b>Essex County Recording Data Page</b> <b>Honorable Dana Rone</b> <b>Essex County Register</b>	<b>Official Use Only</b>
	
<b>Official Use Only:</b>	
<b>Date of Document:</b> 4/30/2019	<b>Type of Document:</b> Deed
<b>First Party Name:</b> Prioletti Properties, LLC	<b>Second Party Name:</b> Peek Reock I Owner LLC
<b>Additional Parties:</b>	

<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>		
<b>Block:</b> 2804	<b>Lot:</b> 11	<b>Qualifier:</b>
<b>Municipality:</b> City of Orange Township		
<b>Consideration:</b> \$921,839.00		
<b>Mailing Address of Grantee:</b> 924 Bergen Avenue Ste 292, Jersey City NJ 07306		

<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>	
<b>Original Book:</b>	<b>Original Page:</b>

<b>ESSEX COUNTY RECORDING DATA PAGE</b> Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.
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**First American Title™**

**SCHEDULE C  
LEGAL DESCRIPTION**

Issuing Office File No. ZT-2739

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Orange Township, in the County of Essex, State of NJ:

BEGINNING at a point in the easterly line of South Day Street distant therein 25.10 feet southerly from the southerly of Reock Street; thence running

(1) Along the said easterly line of South day Street, South 40 degrees 05 minutes West 35.61 feet to an angle; thence

(2) Still along the same, South 34 degrees 00 minutes West 43.42 feet to a point; thence

(3) South 55 degrees 43 minutes East 101.21 feet to a point; thence

(4) North 35 degrees 21 minutes East 77.77 feet to a point; thence

(5) Parallel with Reock Street. North 55 degrees 05 minutes West 99.27 feet to a point in the easterly line of South Day Street and the point and place of BEGINNING.

The above description being in accordance with a survey prepared by Richard J. Hingos Inc., dated April 7, 2008.

FOR INFORMATION PURPOSES ONLY: BEING known as 62 South Day Street, Tax Lot 11, Tax Block 2804 on the Official Tax Map of City of Orange Township, NJ.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



State of New Jersey

# Seller's Residency Certification/Exemption

(Please Print or Type)

**SELLER(S) INFORMATION:**

Name(s) Prioletti Properties LLC

Current Street Address 452 Scotland Road

City, Town, Post Office Box Orange State NJ Zip Code 07050

**PROPERTY INFORMATION:**

Block(s) 2804 Lot(s) 11 Qualifier \_\_\_\_\_

Street Address 62 South Day Street

City, Town, Post Office Box Orange State NJ Zip Code 07050

Seller's Percentage of Ownership 100 % Total Consideration \$921,839.00

Owner's Share of Consideration \$921,839.00 Closing Date May 1, 2019

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Non-residents):**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
 Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER(S) DECLARATION:**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

\_\_\_\_\_  
Date  
April 30, 2019  
Date

\_\_\_\_\_  
Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact  
Prioletti Properties, LLC  
  
\_\_\_\_\_  
Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact  
By: Antonio Prioletti, Managing Member

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

COUNTY

Essex

SS. County Municipal Code  
0717

FOR RECORDER'S USE ONLY

Consideration \$ \_\_\_\_\_  
RTF paid by buyer \$ \_\_\_\_\_  
Date By \_\_\_\_\_

MUNICIPALITY OF PROPERTY LOCATION Orange

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

XXXXXXXX-XX-380  
Last three digits in grantee's Social Security Number

Deponent, Phillip J. Evanski, being duly sworn according to law upon his/her oath,

(Name)

deposes and says that he/she is the Manager in a deed dated \_\_\_\_\_ transferring  
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 2804 Lot number 11 located at

82 South Day Street, Orange, New Jersey and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 921,839.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.

- Class 2 - Residential
- Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
- Class 4A - Commercial properties (If checked, calculation in (E) required below)
- Cooperative unit (four families or less) (See C. 48:8D-3.) Cooperative units are Class 4C

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

- Property class. Circle applicable class or classes: 1 3B 4B 4C 15  
Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15- Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
- Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
- Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 48:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class \$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

Property Class \$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

Property Class \$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

Property Class \$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

\$ 180,400.00 + 85.53% = \$ 187,536.53

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 48, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 30<sup>th</sup> day of April, 2019

Signature of Deponent  
924 Bergen Avenue, Suite 292  
Jersey City, New Jersey 07308  
Deponent Address

PEEK Reock I Owner LLC  
Grantee Name  
924 Bergen Avenue, Suite 292  
Jersey City, New Jersey 07308  
Grantee Address at Time of Sale


Zwiren Title Agency, Inc.  
Name/Company of Settlement Officer

**LOURDES L LOPEZ**  
Notary Public  
State of New Jersey  
Commission Expires Aug 24, 2020

County recording officers: forward one copy of each RTF-1EE to

STATE OF NJ - DIVISION OF TAXATION  
PO BOX 261  
TRENTON, NJ 08646-0261  
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

<b>Essex County Recording Data Page</b> <b>Honorable Dana Rone</b> <b>Essex County Register</b> 	<b>Official Use Only</b>
<b>Official Use Only:</b>	
<b>Date of Document:</b> 4/30/2019	<b>Type of Document:</b> Deed
<b>First Party Name:</b> Prioletti Properties, LLC	<b>Second Party Name:</b> Peek Reock I Owner LLC
<b>Additional Parties:</b>	

<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>		
<b>Block:</b> 2804	<b>Lot:</b> 2	<b>Qualifier:</b>
<b>Municipality:</b> City of Orange Township		
<b>Consideration:</b> \$278,161.00		
<b>Mailing Address of Grantee:</b> 924 Bergen Avenue Ste 292, Jersey City NJ 07306		

<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION  ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>	
<b>Original Book:</b>	<b>Original Page:</b>

<b>ESSEX COUNTY RECORDING DATA PAGE</b> Please do not detach this page from the original document as it contains important recording information and is part of the permanent record
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**First American Title™**

**SCHEDULE C  
LEGAL DESCRIPTION**

Issuing Office File No. ZT-2739

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Orange Township, in the County of Essex, State of NJ:

BEGINNING at a point in the southerly sideline of Reock Street (36 feet wide) distant 97.20 feet from its intersection with the easterly sideline of South Day Street (50 feet wide), and from said point running; thence

(1) South 33 degrees 36 minutes West 65.00 feet to a point; thence

(2) South 56 degrees 50 minutes East 30.00 feet to a point; thence

(3) North 33 degrees 36 minutes East 65.00 feet to a point in the aforementioned sideline of Reock Street; thence

(4) Along said sideline of Reock Street, North 56 degrees 50 minutes West 30 feet to the point and place of BEGINNING.

The above description being in accordance with a survey prepared by Canfora Surveying, Inc., dated January 5, 2011.

FOR INFORMATION PURPOSES ONLY: BEING known as 276 Reock Street, Tax Lot 2, Tax Block 2804 on the Official Tax Map of City of Orange Township, NJ.

*This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





State of New Jersey

# Seller's Residency Certification/Exemption

(Please Print or Type)

**SELLER(S) INFORMATION:**

Name(s) Prioletti Properties LLC

Current Street Address 452 Scotland Road

City, Town, Post Office Box Orange State NJ Zip Code 07050

**PROPERTY INFORMATION:**

Block(s) 2804 Lot(s) 2 Qualifier \_\_\_\_\_

Street Address 276 Reock Street

City, Town, Post Office Box Orange State NJ Zip Code 07050

Seller's Percentage of Ownership 100 % Total Consideration \$278,161.00

Owner's Share of Consideration \$278,161.00 Closing Date May 1, 2019

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Non-residents):**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
6.  Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
 Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER(S) DECLARATION:**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

\_\_\_\_\_  
Date  
April 30, 2019  
Date

\_\_\_\_\_  
Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact  
Prioletti Properties, LLC

\_\_\_\_\_  
Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact  
By: Antonio Prioletti, Managing Member

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by buyer	\$ _____
Date	By _____

SS. County Municipal Code  
 COUNTY Essex 0717  
 MUNICIPALITY OF PROPERTY LOCATION Orange

(1) **PARTY OR LEGAL REPRESENTATIVE** (See Instructions #3 and #4 on reverse side) XXX-XX-X 3 9 0  
 Deponent, Phillip J. Evanski being duly sworn according to law upon his/her oath,  
 (Name)  
 deposes and says that he/she is the Manager in a deed dated \_\_\_\_\_ transferring  
 (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending institution, etc.)  
 real property identified as Block number 2804 Lot number 2 located at  
276 Reock Street, Orange, New Jersey and annexed thereto.  
 (Street Address, Town)

(2) **CONSIDERATION** \$ 278,101.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.  
 Class 2 - Residential  
 Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property  
 Class 4A - Commercial properties (if checked, calculation in (E) required below)  
 Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.  
 Property class. Circle applicable class or classes: 1 3B 4B 4C 15  
 Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15- Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)  
 Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.  
 Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).  
 Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) **EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY**  
 Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class _____	\$ _____	+	_____ %	= \$ _____
Property Class _____	\$ _____	+	_____ %	= \$ _____
Property Class _____	\$ _____	+	_____ %	= \$ _____
Property Class _____	\$ _____	+	_____ %	= \$ _____

(E) **REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS; (See Instructions #6 and #7 on reverse side)**  
 Total Assessed Valuation + Director's Ratio = Equalized Value  
 \$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_  
 If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) **TOTAL EXEMPTION FROM FEE** (See Instruction #8 on reverse side)  
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee Imposed by C. 49, P.L. 1988, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 30 day of April, 2019

*[Signature]*

Signature of Deponent  
924 Bergen Avenue, Suite 292  
Jersey City, New Jersey 07308  
 Deponent Address

PEEK Reock I Owner LLC  
 Grantee Name  
924 Bergen Avenue, Suite 292  
Jersey City, New Jersey 07308  
 Grantee Address at Time of Sale

Zwiren Title Agency, Inc.  
 Name/Company of Settlement Officer

**LOURDES L LOPEZ**  
 Notary Public  
 State of New Jersey  
 My Commission Expires Aug 24, 2020

County recording officers, forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION  
 PO BOX 261  
 TRENTON, NJ 08646-0261  
 ATTENTION: REALTY TRANSFER FEE UNIT

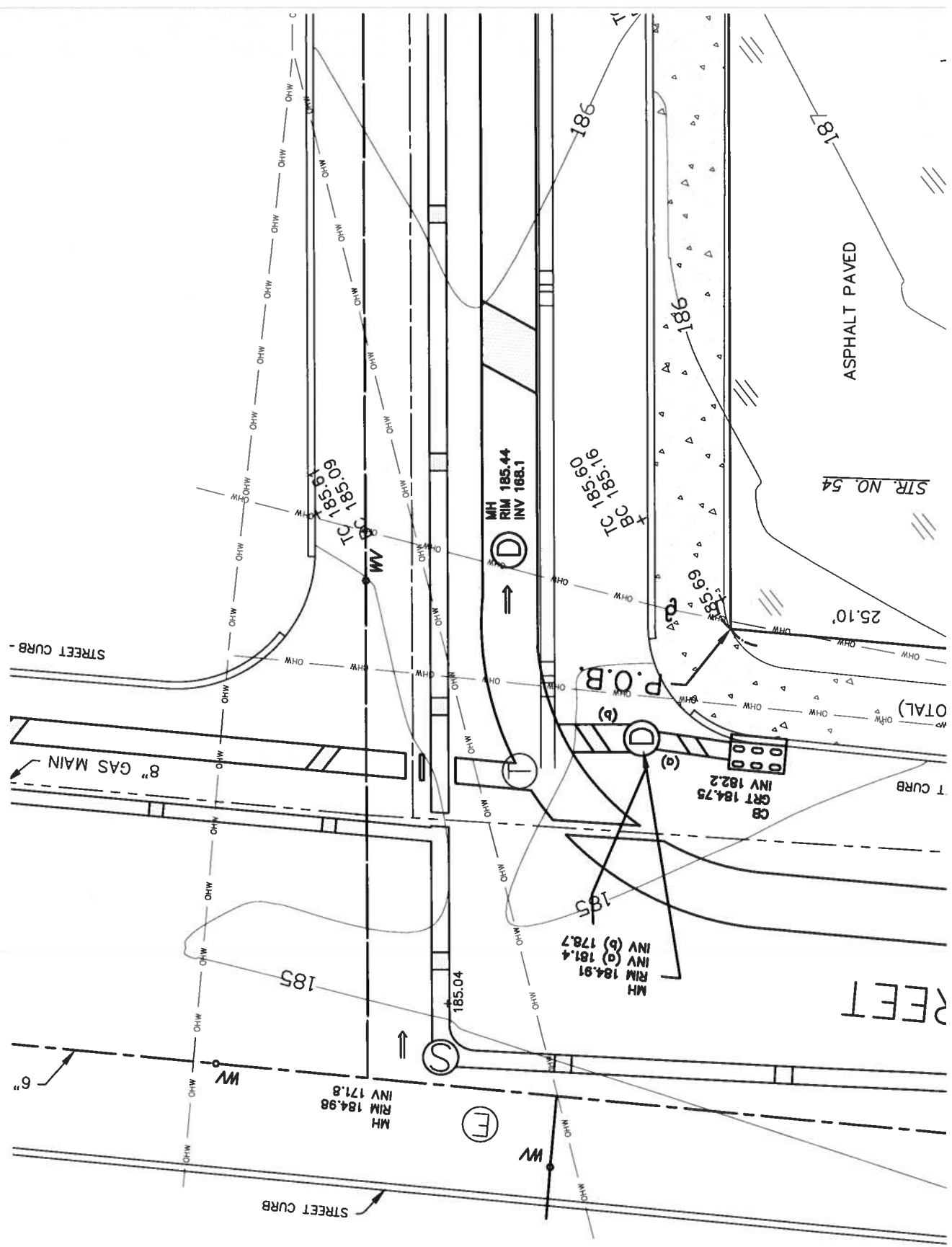
FOR OFFICIAL USE ONLY			
Instrument Number _____	County _____		
Deed Number _____	Book _____	Page _____	
Deed Dated _____	Date Recorded _____		

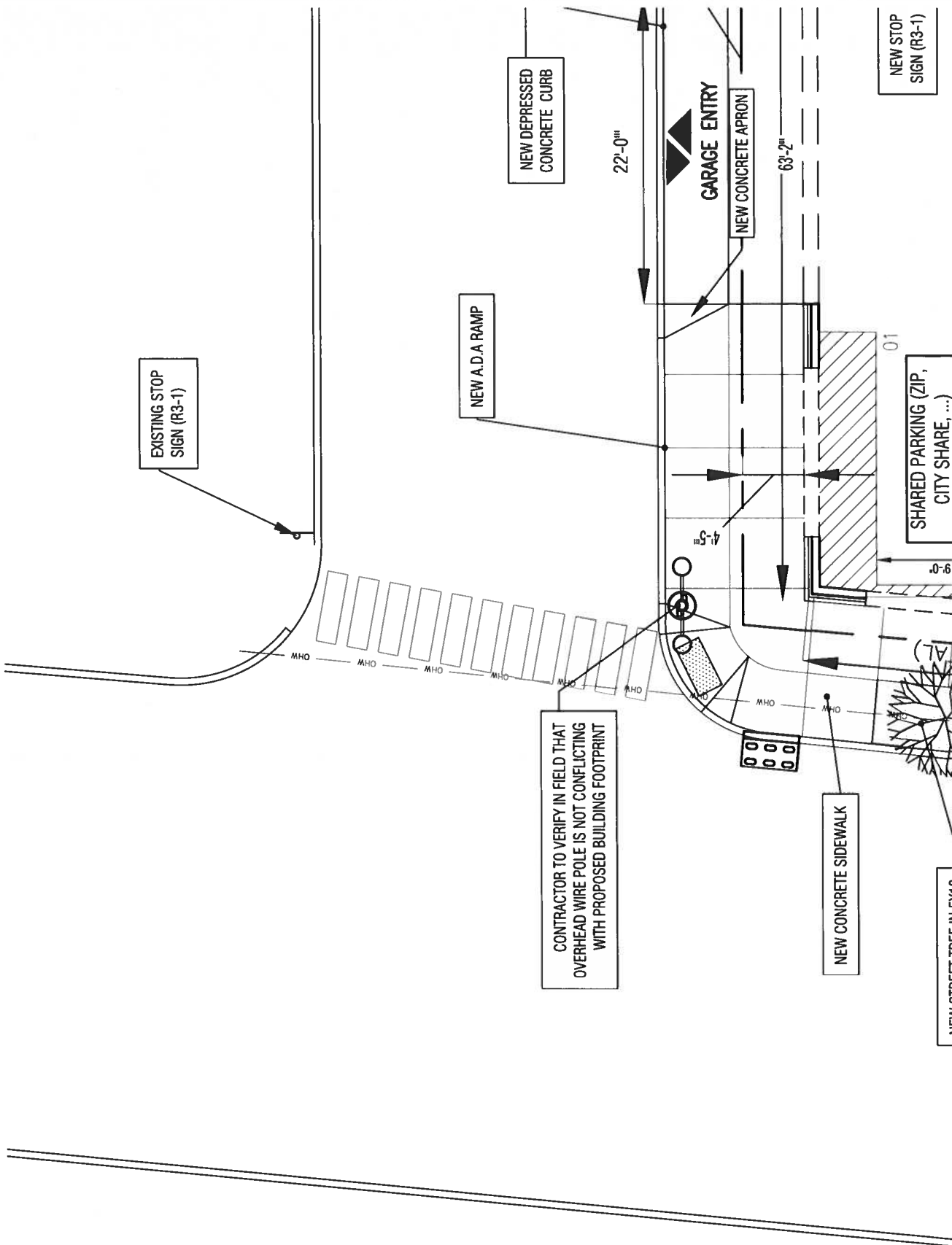
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# **EXHIBIT 9**

**Site Plan as Approved by Planning Board**

**Please see attached.**





EXISTING STOP SIGN (R3-1)

NEW A.D.A. RAMP

NEW DEPRESSED CONCRETE CURB

22'-0"

GARAGE ENTRY

NEW CONCRETE APRON

63'-2"

NEW STOP SIGN (R3-1)

SHARED PARKING (ZIP, CITY SHARE, ...)

CONTRACTOR TO VERIFY IN FIELD THAT OVERHEAD WIRE POLE IS NOT CONFLICTING WITH PROPOSED BUILDING FOOTPRINT

NEW CONCRETE SIDEWALK

MHO

MHO

MHO

MHO

MHO

MHO

MHO

MHO

MHO

MHO

MHO

01

9'-0"

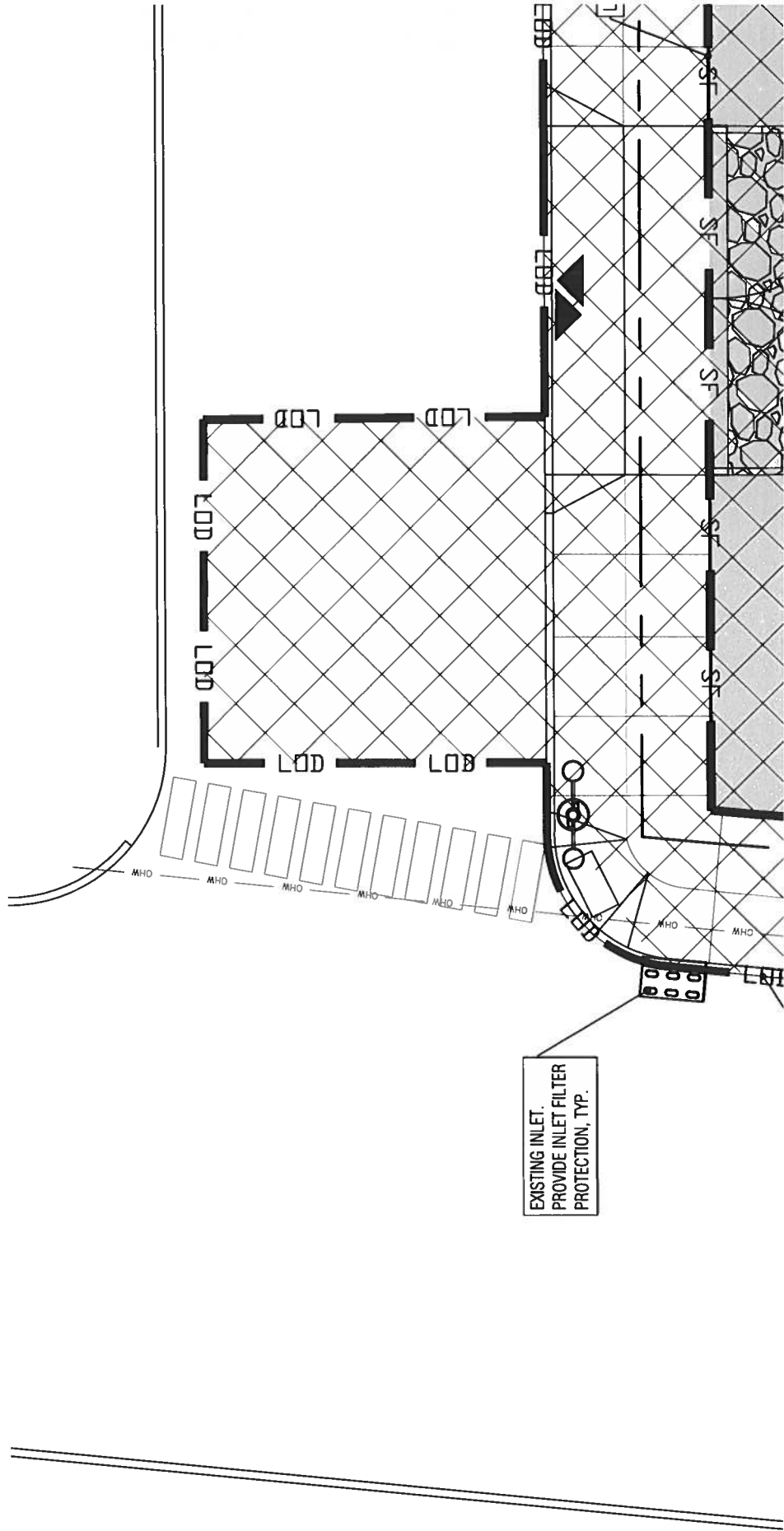
DATE: 08/01/2011 11:15:00 AM

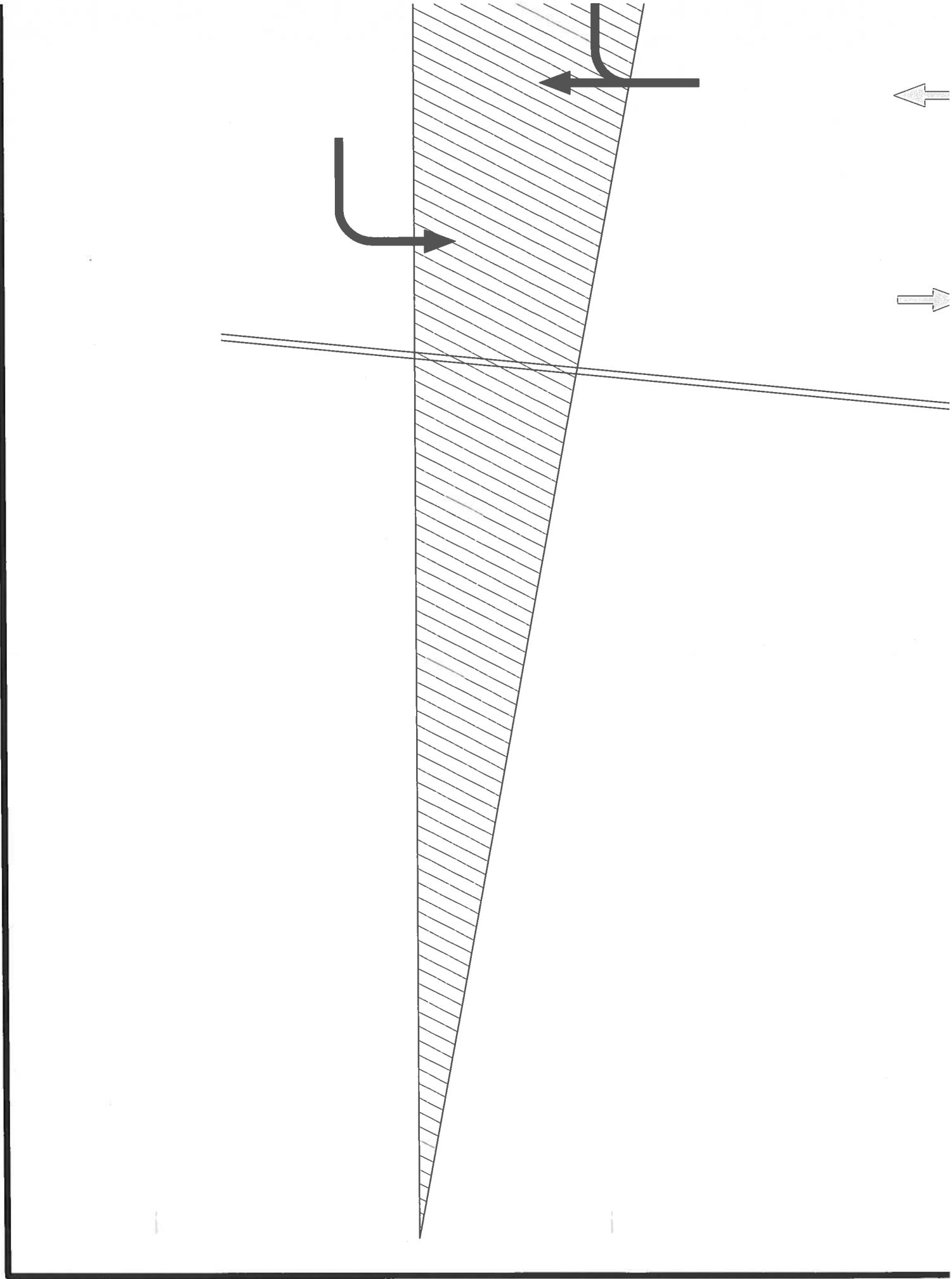
### SEQUENCE OF CONSTRUCTION

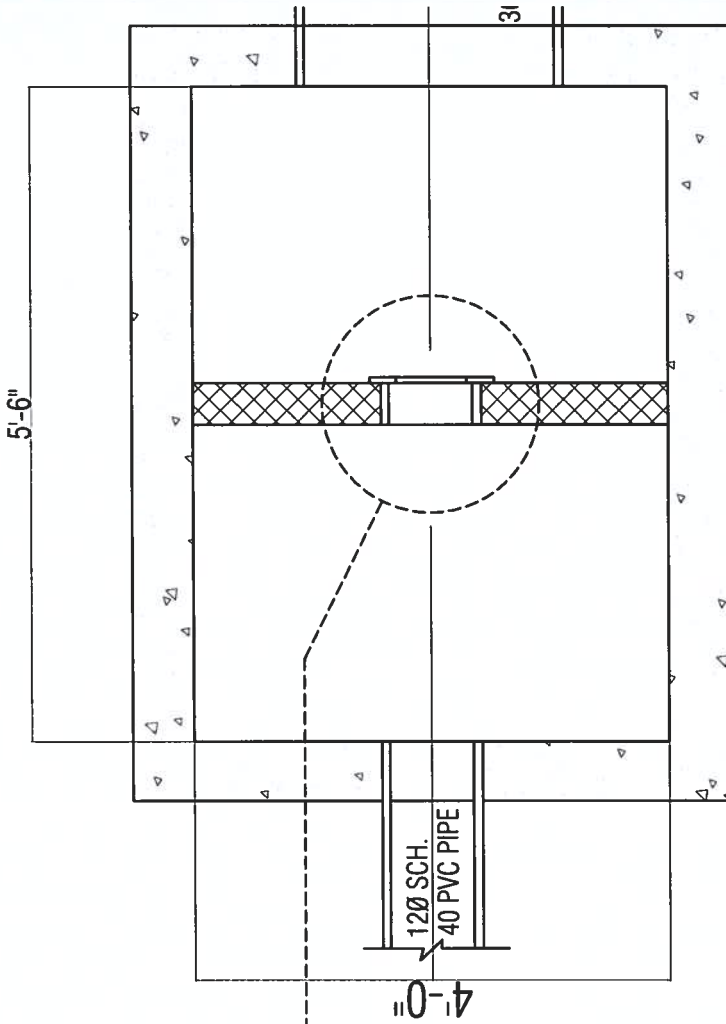
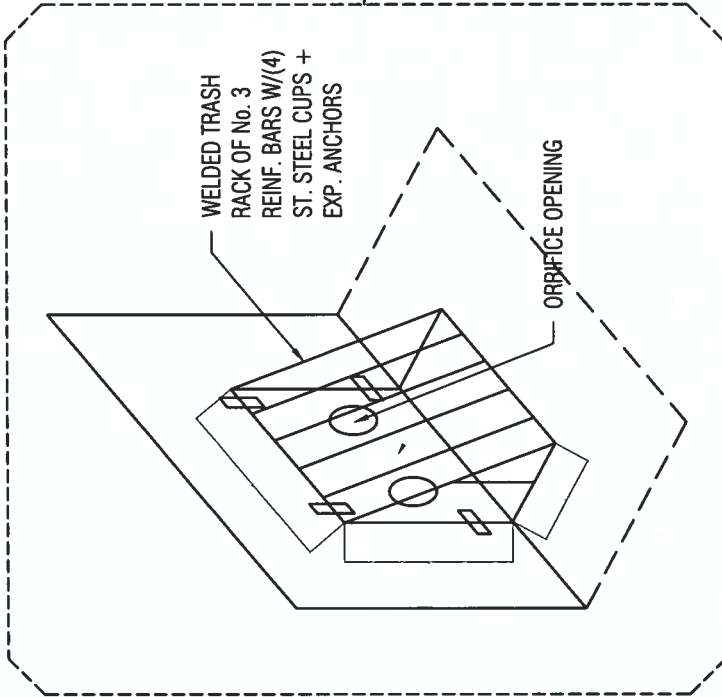
WEEK 1	INSTALL PERIMETER FENCING AND SILT FENCE. INSTALL TEMPORARY CONSTRUCTION ENTRANCE WHEEL CLEANING BEDS.
WEEK 2-6	DEMOLITION OF EXISTING STRUCTURES AND PARKING AREA
WEEK 7-23	FOUNDATION EXCAVATION, SITE CLEANUP & SOIL REMOVAL, STOCKPILING OF TOPSOIL & BACKFILL.
WEEK 24-26	EXCAVATION & INSTALLATION OF STORM WATER PIPING AND DRAINAGE STRUCTURES. INSTALLATION OF DRAINAGE STRUCTURE FILTERS
WEEK 27-55	FRAMING AND INTERIOR WORK IN BUILDINGS.
WEEK 56-66	SITE PAVING AND LANDSCAPING
WEEK 67	REMOVAL OF SOIL EROSION AND SEDIMENT CONTROL MEASURES AFTER FINAL PAVING AND LANDSCAPING IS COMPLETED.

### SOIL CHARACTERISTICS CHART

TYPE OF SOIL	URBAN LAND, DUNELLEN: (URDUNB)
PERCENT OF SITE COVERAGE	100%
HYDROLOGIC SOIL GROUP	C







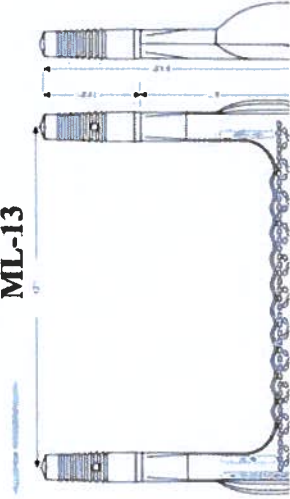
**PLAN**  
NOT TO SCALE

7

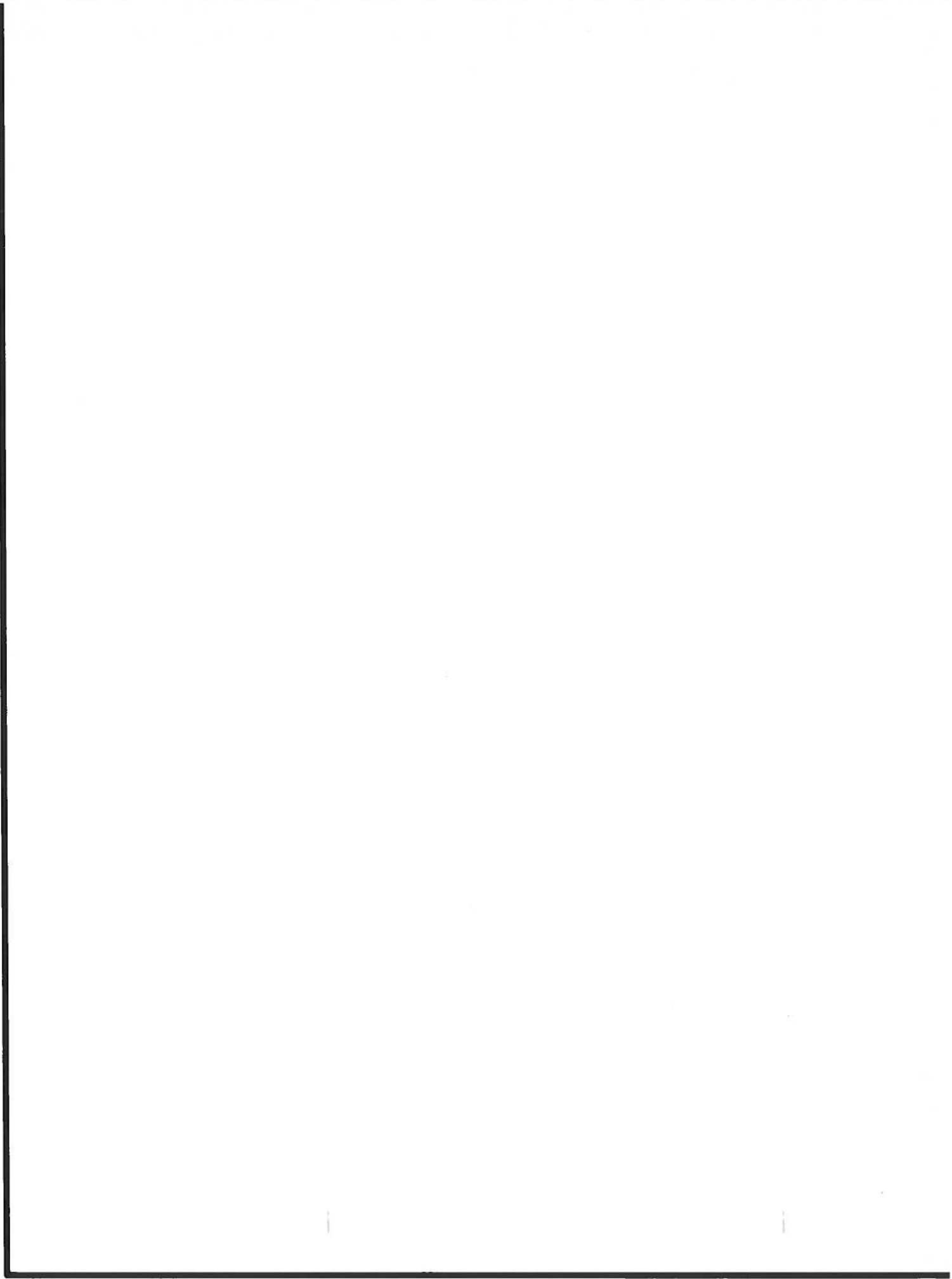
**GENERAL NOTES**

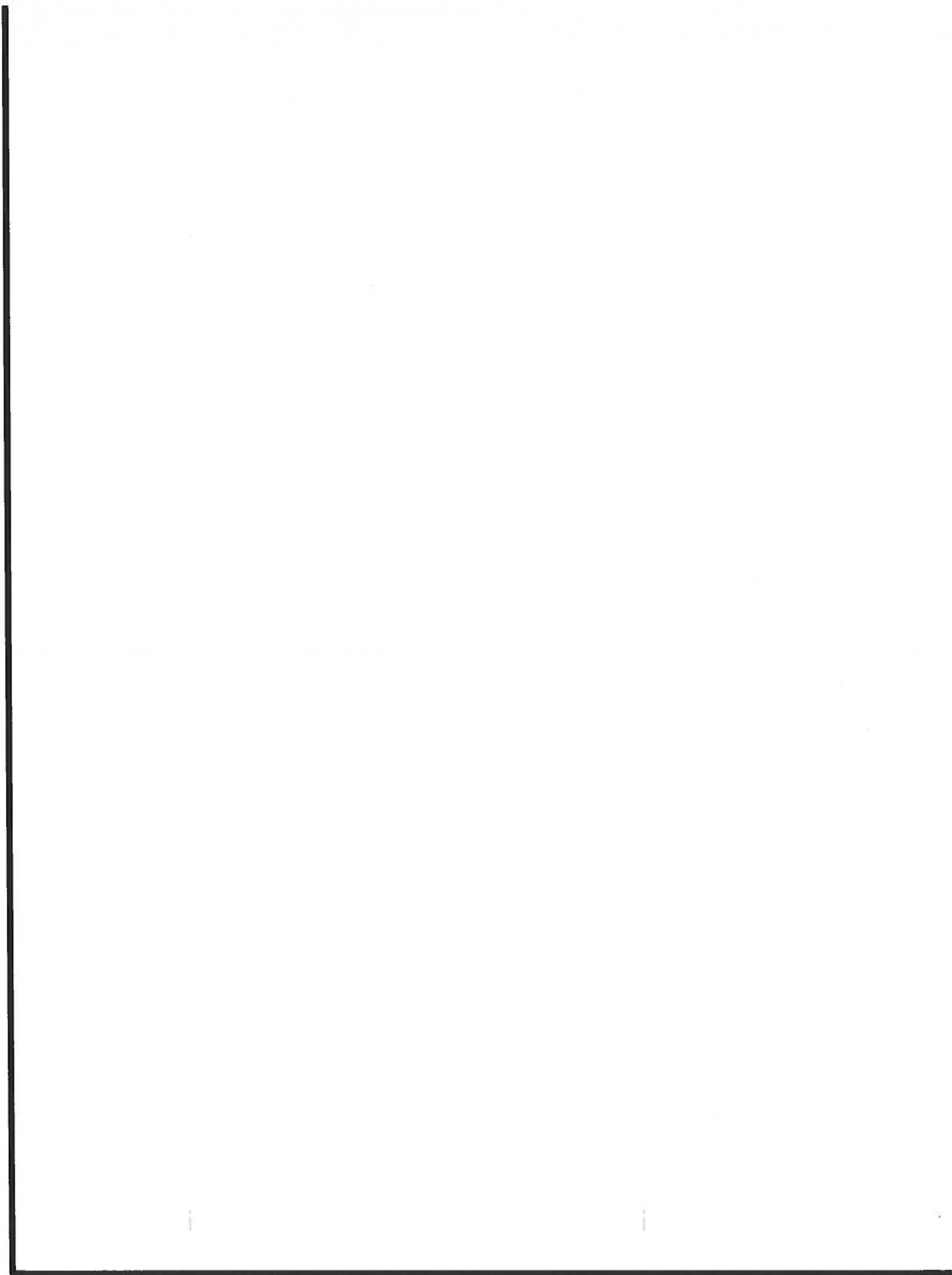
- CONCRETE TO BE PLACED ACCORDING TO NJSS SECTION 603. CONCRETE BLOCK JOINTS (IF USED) ARE TO BE STAGGERED.
- INCREASE MANHOLE THICKNESS TO 12" AT DEPTHS GREATER THAN 12 FEET.
- PIPE TO BE LAID THROUGH MANHOLES, TOP BROKEN OUT AFTER MANHOLE IS COMPLETE AND PIPE ENCASED IN CONCRETE FILLER.
- PIPE TO BE CUT FLUSH WITH INSIDE FACE OF MANHOLE.
- ALL MANHOLES TO BE FOUNDED ON 6" BASE OF CRUSHED STONE.
- 1/2" CEMENT PLASTER OF 1:2 CEMENT-SAND MORTAR, TROWELED TO A SMOOTH FINISH IS TO BE APPLIED TO BOTH SIDES OF WALL. IF CONCRETE BLOCKS ARE TO BE USED.
- ALL MINIMUM ADAPTER RINGS TO BE CATALOG NO. R-1982-W AS MANUFACTURED BY NEENAH

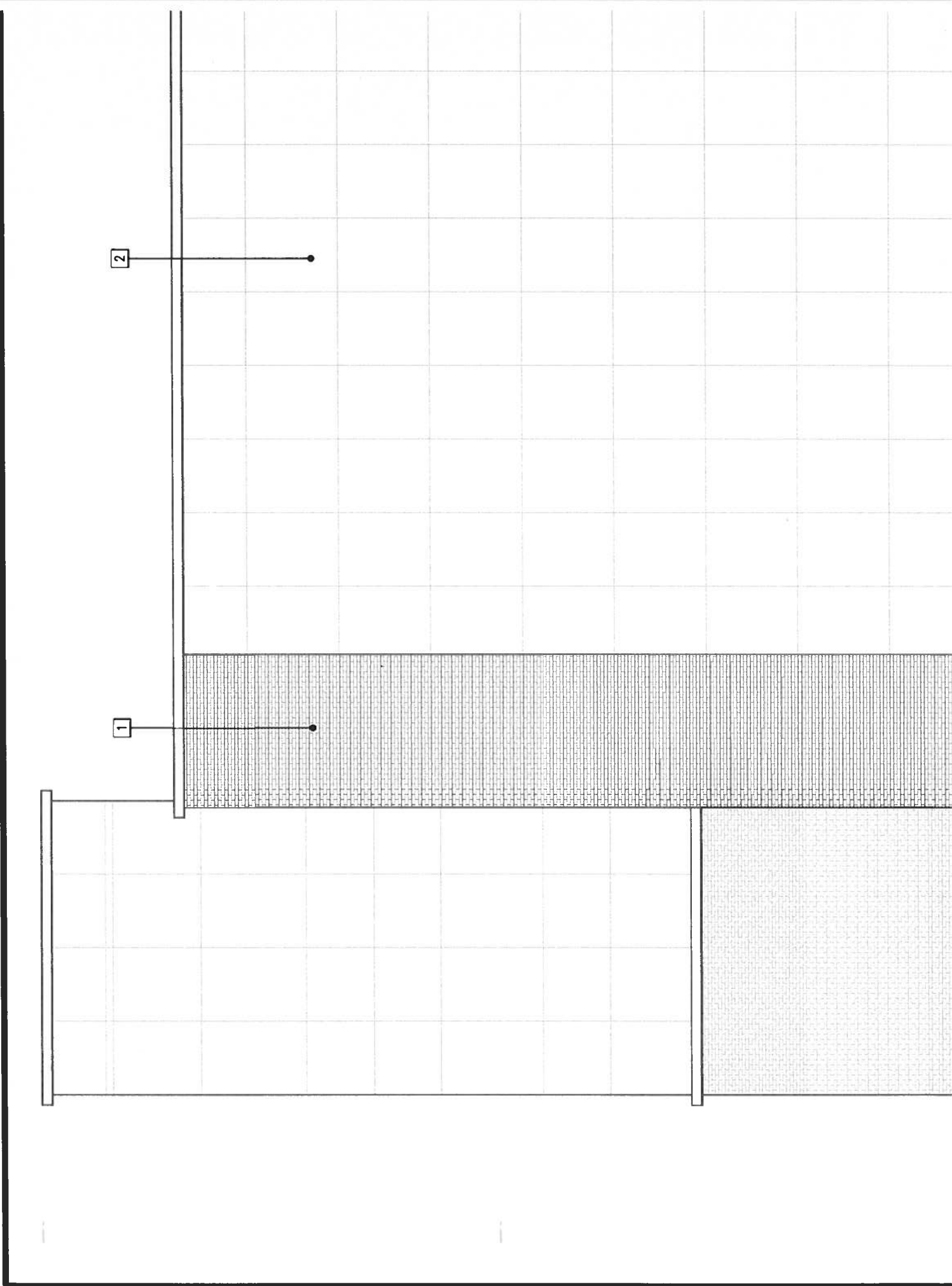
**ML-13**











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# **EXHIBIT 10**

## **Site Plan Approval Resolution**

**Please see attached.**

3. Signed & Sealed Boundary and Topographic Survey consisting of one (1) sheet dated June 10-2019, prepared Michael Pronesti, PLS of Pronesti Surveying, Inc.

**WHEREAS**, the following reports relevant to this Application by reference and made a part hereof;

1. Completeness Review Letter dated October 17, 2019 from the Board Engineer, Richard Wostbrock, P.E., C.M.E. of CP Professional Services;
2. Memorandum from the Board Planner, Gerard M. Haizel, P.P., AICP of Nishuane Group, dated October 14, 2019;

**WHEREAS**, a public hearing was held on such application on November 26, 2019; and

**WHEREAS**, Reginald Jenkins, Jr. of Chasan Lamparello Mallon & Cappuzzo PC presented the Application to the Orange Planning Board on behalf of the Applicant, and;

**WHEREAS**, the Applicant presented testimony from the following witnesses:

1. Emanuel Klein, member of the Applicant, who was duly sworn;
2. Anthony D'Agosta, AIA., NCARB, a Licensed Architect with the firm Inglese Architecture and Engineering, who was duly sworn and qualified as an expert Architect in his respective field;
3. Bill D'Amico, F&E Services, INC.. who was duly sworn and qualified as an expert with respect to mechanical parking mechanisms;

**WHEREAS**, the Applicant marked into evidence the following exhibits:

1. Color Rendering of the proposed redevelopment project entitled "Orange Crossing I, dated November 26, 2019, marked as Exhibit A-1; and
2. A video representation of the proposed mechanical parking mechanism, marked as Exhibit A-2

**WHEREAS**, Richard Wostbrock, P.E., C.M.E and the Board Planner Gerard M. Haizel, P.P. presented testimony after being sworn and duly qualified as experts in their field and;

**NOW THEREFORE BE IT RESOLVED** by the City of Orange Planning Board at its meeting on December 16, 2019, as follows:

Applicant's application under Case 19-06 for final site plan approval for the subject property located at 258-276 Reock Street, Block 2804, Lots 1,2,9, 10 and 11 on the City of Orange Township Tax Map is hereby **APPROVED**.

**FURTHERMORE, APPROVAL** on motion by Planning Board member Jones and seconded by Planning Board member Faustin. to approve the final site plan is subject to the following conditions:

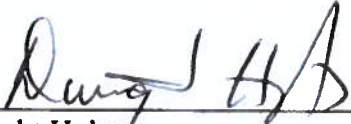
1. Applicant will comply with all recommendations by the Planning Board Experts.
2. All other State, County and Municipal Regulatory agency reviews and/or permits that may be necessary must be obtained.
3. No additional construction permits of any type shall be issued by the Construction Code Official of the City of Orange Township until all Planning Board escrow fees have been paid and a Resolution of Approval has been memorialized and appropriately signed by the Planning Board Chairman, Planning Board Secretary and Planning Board Attorney for approval only as to the legality of the Resolution and the Construction Code Official has received final plans, appropriately signed by the Planning Board Chairman, Planning Board Secretary and Planning Board Engineer.
4. Prior to the initiation of construction activities, Applicant shall provide inspection escrow funds for fees, pursuant to Section 210-56 of the City of Orange Township Ordinance.
5. Applicant to consider placing cameras in building hallways and security cameras that are connected to the police department;

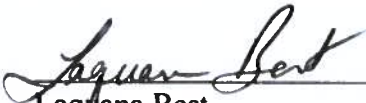
**X: Indicates Vote**

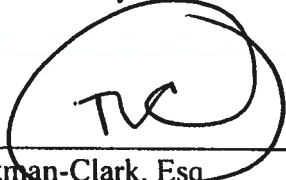
**N.V.: (Abstention)**

The foregoing is a true copy of the Resolution adopted by the Planning Board of the City of Orange Township, at its meeting of December 16, 2019 and said resolution memorializes the action of the Planning Board taken at its meeting of November 26, 2019, in the matter of 258-276 Reock Street, Block 2804, Lots 1,2,9, 10 and 11, Case No. 19-06.

Presented: December 16, 2019  
Adopted: December 16, 2019

  
\_\_\_\_\_  
Dwight Holmes  
Planning Board Chairperson

  
\_\_\_\_\_  
Laquana Best  
Planning Board Secretary

  
\_\_\_\_\_  
Tamara L. Loatman-Clark, Esq.  
Planning Board Attorney  
Approved as to Form and Legality

1. The Secretary of the Planning Board shall file a copy of the executed agreements herein authorized, in the Office of the Orange City Clerk and same shall be made available for public inspection.
2. Applicant shall publish a Notice of this action in the newspaper authorized by law to publish a legal advertisement and as required by law within (10) days of the adoption of this Resolution.



Inglese Architecture + Engineering

February 3, 2020

PEEK Reock I Urban Renewal, LLC  
924 Bergen Avenue, Suite 292  
Jersey City, NJ 07306

Re: **Construction Cost Estimate**  
**Reock Phase I Redevelopment**  
**Block 2804, Lots 1,2,9,10,11**  
**Orange, NJ**

To Whom it May Concern,

We have reviewed the attached construction cost estimate prepared and find the content to adequately represents current market values for construction.

Sincerely,

Anthony D'Agosta III, AIA, NCARB  
Associate Partner



Interior Wooden Stairs	\$50,000.00	1	\$50,000	\$50,510	Estimated	---
Stair Treads	\$25.00	228	\$5,700	\$5,700	Estimated	PEEK
Stair Treads Installation	\$25.00	228	\$5,700	\$5,700	Estimated	---
Misc. Steel (Lintels, Galv. Brick shelf & Hoist beam)	\$1.33	49,075 SF	\$65,270	\$65,000	Estimated	---
Sheetrock	\$7.81	49,075 SF	\$383,276	\$383,000	Estimated	---
Soundproofing	---	---	---	---	---	---
Elevator	\$150,000.00	1	\$150,000	\$150,000	Estimated	---
Elevator Misc Charges	\$15,000.00	1	\$15,000	\$15,000	Estimated	---
Trash Chute/Compactor	\$40,000.00	1	\$40,000	\$36,000	Estimated	---
Trash Chute shaft	---	---	---	Included	Estimated	---
Fire Sprinkler	\$2.40	61,415	\$147,396	\$148,000	Estimated	---
Exterior	---	---	---	---	---	---
Brick Material and Labor	\$25.50	16,473	\$420,057	\$420,000	Estimated	---
Metal Accent Panel Material and Labor	\$25.00	1,683	\$42,085	\$42,000	Estimated	---
Stucco Material and Labor	\$6.00	932	\$5,592	\$6,000	Estimated	---
Cement Board Material and Labor	\$20.00	10,017	\$200,347	\$200,000	Estimated	---
Trim or Coping Material and Labor	\$20.00	1,577	\$31,542	\$32,000	Estimated	---
Windows	\$22.00	4,610	\$101,409	\$101,000	Estimated	---
Install Cast Stone Window Sills & Cap	\$923.00	50	\$46,150	\$46,150	Estimated	---
Roofing	\$10.32	9,815	\$101,291	\$101,000	Estimated	---
Apartments	---	---	---	---	---	---
Exterior Doors/ Hollow metal door (Common Area doors)	\$4.59	49,075 SF	\$225,254	\$225,000	Estimated	---
Unit Doors	---	---	---	Included	Estimated	---
Unit Doors	---	---	---	Included	Estimated	---
Doors installation - Common area	\$230.00	50	\$11,500	\$11,500	Estimated	---
Kitchen Cabinets	\$1,966.00	50	\$98,300	\$98,300	Estimated	---
Kitchen Installation	\$589.00	50	\$29,450	\$29,450	Estimated	---
Kitchen Countertops	\$1,114.00	50	\$55,700	\$55,700	Estimated	---
Sinks	\$103.00	50	\$5,150	\$5,150	Estimated	---
Vanities	\$272.00	65	\$17,680	\$17,680	Estimated	---
Vanity Installation	\$132.00	65	\$8,580	\$8,580	Estimated	---
Vanity Countertops	\$355.00	65	\$23,075	\$23,075	Estimated	---
ADA Sleeves	\$115.00	65	\$7,475	\$7,475	Estimated	---
Sinks	\$130.00	65	\$8,450	\$8,450	Estimated	---
Appliances	\$2,950.00	50	\$147,500	\$147,500	Estimated	---
Ceramic Material	\$3.73	15,800	\$58,921	\$58,920	Estimated	PEEK
Ceramic Installation	\$4.00	15,800	\$63,200	\$63,200	Estimated	---
Trim Supply	\$0.86	49,075 SF	\$42,205	\$42,000	Estimated	PEEK
Trim - Moldings & Wood Doors	---	---	---	Included	Estimated	---
Trim and units doors Labor	\$1.36	49,075 SF	\$66,742	\$67,000	Estimated	PEEK
Window wooden Sill & Hader supply & install	---	---	---	Included	Estimated	---
Mirrors supply	\$112.00	65	\$7,280	\$7,280	Estimated	---
Mirror installation	---	---	---	Included	Estimated	---
Shelving	\$160.00	50	\$8,000	\$8,000	Estimated	---
Shower Doors	\$0.00	---	---	\$0	Estimated	---
Bathroom shower glass door - supply & install	---	---	---	Included	Estimated	---
Bathroom Accessories - supply	\$62.00	65	\$4,030	\$4,030	Estimated	---
Bathroom Accessories - Installation	---	---	---	Included	Estimated	---
Paint	\$1.69	49,075	\$82,937	\$83,000	Estimated	---

<b>Demolition</b>	<b>\$135,000</b>	<b>\$80,800</b>	
Demolition	\$100,000	\$52,000	Final
Asbestos Removal	\$25,000	\$19,000	Final
Fence	\$10,000	\$9,800	Final
General Contractor Fee	5.00%	\$392,254	\$388,782
Automated Parking System	\$14,500.00	26	\$377,000
Contingency	15.00%	\$1,312,399	\$1,293,335
<b>Total Cost to Build</b>	<b>\$10,061,729</b>	<b>\$9,915,565</b>	

Material			
Description	Square Ft	Price	Total
Backsplash	1,250	\$7.00	\$8,750.00
Bathroom Wall	10,000	\$3.42	\$34,200.00
Bathroom Floor	4,550	\$3.51	\$15,970.50
	<b>15,800</b>	<b>\$3.73</b>	<b>\$58,920.50</b>

Installation		
Description	Price	Total
	\$4.00	\$5,000.00
	\$4.00	\$40,000.00
	\$4.00	\$18,200.00
	<b>\$4.00</b>	<b>\$63,200.00</b>

LVP FLOORS			
Description	Square Ft	Price	Total
Apartment LVP	39,260	\$1.40	\$54,964.00
Lobby LVP	500	\$2.00	\$1,000.00
Lounge LVP	900	\$2.00	\$1,800.00
	<b>40,660</b>	<b>\$1.42</b>	<b>\$57,764.00</b>

LVP FLOORS		
Description	Price	Total
	\$1.50	\$58,890.00
	\$1.50	\$750.00
	\$1.50	\$1,350.00
	<b>\$1.50</b>	<b>\$60,990.00</b>

CARPET/GYM			
Description	Square Ft	Price	Total
Common	5,889	\$3.96	\$23,320.44
Gym	750	\$4.00	\$3,000.00
	<b>6,639</b>	<b>\$3.96</b>	<b>\$26,320.44</b>

CARPET/GYM		
Description	Price	Total
	\$2.00	\$11,778.00
	\$2.00	\$1,500.00
	<b>\$2.00</b>	<b>\$13,278.00</b>

STAIRS			
Description	Square Ft	Price	Total
Treads	228	\$25.00	\$5,700.00
	<b>228</b>	<b>\$25.00</b>	<b>\$5,700.00</b>

STAIRS		
Description	Price	Total
	\$25.00	\$5,700.00
	<b>\$25.00</b>	<b>\$5,700.00</b>

Category	Sub-Category	Description	Variable	Amount	
<b>Soft Costs - Pre Construction</b>	<b>Site Planning</b>			<b>\$82,245</b>	
		Cash Reserve / Other		\$25,000	
		Equity Raise Fee		\$20,000	
		Boundary and Topographic Survey		\$7,500	
		Geotechnical Engineering - Boring Samples		\$5,745	
		Environmental - Phase I		\$7,500	
		Environmental - Phase II		\$10,000	
		Soil Erosion Testing & Certification		\$1,000	
		Boundary and Topographic Survey Rollup		\$3,500	
		Backfill Geographical Survey		\$2,000	
	<b>Legal &amp; Administrative</b>			<b>\$130,558</b>	
	General		\$20,000		
	Land Use & Zoning		\$20,000		
	Accountant		\$2,500		
	Planning Board Application Fee		\$20,000		
	City Planning Fee		\$10,000		
	Tax Abatement Application/Fee		\$25,000		
	Carry Costs		\$33,058		
	<b>Architectural</b>			<b>\$290,160</b>	
	Architectural (Pre Design, Site Approvals)		\$37,000		
	Architectural/Structural/MEP (Per Sq Ft)	\$4.00	\$245,660		
	Planner		\$5,000		
	Site Plan Engineer		\$2,500		
<b>Soft Costs - Construction</b>	<b>Permits &amp; Connect</b>			<b>\$292,750</b>	
		Building and Demolition Permit (Per Unit)	\$2,500	\$125,000	
		State Fee (NJHPD)		\$5,000	
		PSE&G High Voltage		\$5,000	
		Passaic Valley Sewerage (\$500 Studio/1 Bed, \$750 2 Bed)		\$28,750	
		City Water Connection (Per Bed)	\$1,600	\$104,000	
		Expediting Services		\$25,000	
		Misc		\$0	
		Marketing	Marketing - Staging/FF&E		\$50,000
		Insurance	Builder's, Owner's and GC		\$221,605
	Contingency	Contingency	5.00%	\$53,366	
<b>Total Soft Costs</b>			<b>\$1,120,684</b>		

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# **EXHIBIT 13**

## **Project Pro-Forma**

**Please see attached.**

PROPERTY SUMMARY & OPERATING ASSUMPTIONS				
	Studio	1 Bed	2 Bed	Total/Avg
Total Rental Units:	5	30	15	50
Avg. Monthly Rent / Unit	\$1,500	\$1,783	\$2,333	\$1,920
Target Sq. Ft. / Unit	565	727	1018	798
Average Rent PSF per annum	\$31.86	\$29.43	\$27.50	\$29.09
Average Rent PSF per month	\$2.65	\$2.45	\$2.29	\$2.42
	Automated	Garage	Surface	Total
Total Parking Units:	26	14	0	40
Avg. Monthly Charge / Space	\$125	\$125	\$125	\$125
	Net	Gross	Efficiency	Loss Factor
Total Sq. Ft.	39,905	61,415	65%	35%

FINANCING SUMMARY	
<b>Acquisition / Construction Financing</b>	
Interest Rate	7.00%
% of Total Project Costs Financed	68.00%
<b>Total Construction Loan Amount</b>	<b>\$9,764,311</b>
Annual Payment	\$683,502
Monthly Payment	\$56,958
<b>Total Construction Period Interest (Includes Reserve)</b>	<b>\$1,025,253</b>
Total Months Construction	18
Total Months Construction Period Interest	18
Total Months Soft Costs	16
Total Months Planning	10
Total Months Leaseup	4

PRO FORMA NOI		
Gross Potential Rent	\$1,151,820	
Gross Potential Parking	\$60,000	
Less: Vacancy (5%)	(\$60,591)	5.0%
<b>Stabilized Income</b>	<b>\$1,151,229</b>	
<b>Property Taxes</b>	<b>\$507,517</b>	<b>3.53% % of Total Cost</b>
<b>Operating Expenses</b>		
G&A	\$7,500	
Management	\$46,049	
Water and Sewer	\$8,000	
Insurance	\$30,835	
Super	\$47,400	
Gas & Electric	\$7,500	
Parking Maintenance	\$7,150	
Repairs and Maintenance	\$22,968	
Other	\$5,000	
Turnover Reserve	\$7,500	
<b>Stabilized Expenses</b>	<b>\$189,902</b>	
<b>Stabilized NOI</b>	<b>\$453,810</b>	
<b>Total Capitalization</b>	<b>\$14,359,281</b>	
<b>Stabilized NOI</b>	<b>\$453,810</b>	
<b>Yield on Cost</b>	<b>3.16%</b>	

<b>Permanent Financing Upon Stabilization</b>	
Interest Rate	5.00%
Stabilized NOI	\$453,810
Max Loan to Value (not to exceed)	74.0%
Actual LTV	74.0%
<b>Total Perm Loan Amount - Gross Proceeds</b>	<b>\$5,596,988</b>
Cap Rate for Valuation	6.00%
<b>Value</b>	<b>\$7,563,497</b>
Per unit	\$151,270
PSF	\$218
Commercial Value	-
<b>Profit Assuming a Sale at Stabilization</b>	<b>(\$6,795,784)</b>
Amortization	30 Years
Loan Constant	6.4%
Annual Payment	\$360,550
Quarterly Payment	\$90,138
Annual DSCR at Stabilization	1.26x
Debt Yield at Stabilization	8.11%
Total Construction Financing	\$9,764,311
Less: Sale of Commercial	-
<b>Net Construction Financing</b>	<b>\$9,764,311</b>
Permanent Financing - Net Loan Proceeds	\$5,596,988
Perm Financing Closing Costs	1.00%
Less: Loan Closing Costs	(\$55,970)
Less: Promote (25% Split Above 7% Return)	(\$400,302)
Pay down of Construction Loan	\$9,764,311
Net Loan Proceeds	(\$4,623,595)
Original Equity Investment	\$4,594,970
<b>Cash Investment Remaining Post Perm</b>	<b>\$9,218,565</b>
Cash Flow After Debt Service	\$93,260
<b>Levered Cash on Cash Return</b>	<b>1.0%</b>

CAPITALIZATION				
<b>USES OF FUNDS</b>				
	Total	Per Unit	% Total	PSF
Total Land Costs	\$1,590,394	\$31,808	11.1%	\$25.90
Hard Costs including Contingenc	\$9,915,565	\$198,311	69.1%	\$161.45
Soft Costs & Carry	\$1,616,462	\$32,329	11.3%	\$26.32
Interest Reserve	\$1,236,860	\$24,737	8.6%	\$20.14
<b>TOTAL USES</b>	<b>\$14,359,281</b>	<b>\$287,186</b>	<b>100.0%</b>	<b>\$233.81</b>
<b>SOURCES OF FUNDS</b>				
	Total	Per Unit	% Total	PSF
Debt	\$9,764,311	\$195,286	75.0%	\$158.99
Equity	\$4,594,970	\$91,899	25.0%	\$74.82
<b>TOTAL SOURCES</b>	<b>\$14,359,281</b>	<b>\$287,186</b>	<b>100.0%</b>	<b>\$233.81</b>

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# **EXHIBIT 14**

## **Project Financing Plan**

The development project has been setup as a Qualified Opportunity Fund per regulation created in the Tax Cuts and Jobs Act of 2017 enacted December 22, 2017. As such, the project will be funded through equity capital provided by investors in the fund, including the sponsor, as well as third party construction financing. Upon substantial completion of the project, the construction loan will be refinanced with a permanent mortgage.

**PEEK REOCK I QOF LLC**  
**SUBSCRIPTION AGREEMENT**  
**AND**  
**INVESTMENT REPRESENTATIONS OF MEMBERS**

Name of Subscriber: Antonio Pioletti

Gentlemen:


I, the undersigned, hereby agree to purchase from Peek Reock I QOF LLC (the "Company") a limited liability company Class A Interest ("Class A Interest") for a price of \$ 100,000 on the terms and conditions set forth in the Operating Agreement of the Company and hereby tender the amount of the subscription price ("Payment") of \$ 100,000 required to purchase the Class A Interest. The amount of capital gains associated with the Payment is \$ 100,000.

- A. I have attained the age of twenty-one (21) years.
- B. I have prior investment experience, including investments in unregistered securities.
- C. I have a net worth either individually or with my spouse, exclusive of home, home furnishings and automobiles in excess of \$1,000,000.

In connection with this subscription, I acknowledge and agree as follows:

- 1. The purchase of the Class A Interest is a long-term investment which involves a high degree of risk;
- 2. There is no present public market for the Class A Interest and there will be no further public market for the Class A Interest; therefore, (i) I may not be able to liquidate my investment in the event of emergency, (ii) transferability is extremely limited, and (iii) in the event of a disposition, I might sustain a loss.
- 3. I have been provided with and have carefully read the materials describing this investment.
- 4. I recognize the illiquid nature of this investment, am able to bear the economic risk I hereby assume and am able to fend for myself.
- 5. I have been furnished with all information regarding the Company, which I have requested or desired to know, all documents which could be reasonably provided have been made available for our inspection and review. I have been afforded the opportunity to ask questions of and receive answers from the Manager, concerning the terms and conditions of the

IN WITNESS WHEREOF, the undersigned has duly executed this Subscription Agreement as of the 17 day of April, 2019.

  
Signature of Investor

Entity Name (if applicable)

Name: Antonino Piroletti  
(please print)

Title (if applicable)

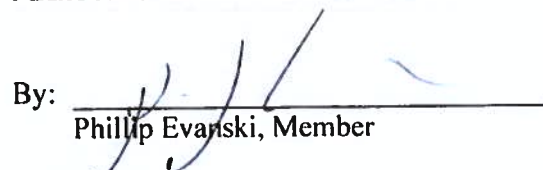




  
Social Security or Tax ID #

ACCEPTED: April 17, 2019

PEEK REOCK I MANAGER LLC

By:   
Phillip Evanski, Member



questions of and receive answers from the Manager, concerning the terms and conditions of the offering, and any additional information I have requested. The information supplied to me was more than adequate to make an informed investment decision.

6. The Interest has not been registered under the Securities Act of 1933, or State law by reason of a claimed exemption under the provisions of that Act which, depends, in part, upon my investment intention to hold this investment for an indefinite period of time. The Class A Interest can not be resold without a similar exemption from registration under such laws.

7. I am the sole party in interest of my Class A Interest in the Company and, as such, am vested with all legal and equitable rights in such Class A Interest in the Company. I have no intent to resell or contribute my ownership to one or more other persons.

8. There are restrictions on the transfer of my ownership set forth in the Operating Agreement and specifically in Section 6 of the Operating Agreement.

9. The Manager is entitled to fees which are payable as set forth in the Operating Agreement.

10. The Manager will control all business decisions on behalf of the Company. I and all other persons investing in the Company will have no participation in the management of the Company's business operations.

11. The financial projections in the materials provided to me were based upon assumptions, which may or may not materialize. As such the financial projections are provided for illustrative purposes only and the returns shown on the projections are not guaranteed.

12. I have no right to revoke or cancel this subscription.

13. I am a bona fide resident of the State set forth below.

(signature page to follow)

**PEEK REOCK I QOF LLC**  
**SUBSCRIPTION AGREEMENT**

**AND**

**INVESTMENT REPRESENTATIONS OF MEMBERS**

Name of Subscriber: Sven Wellock

Gentlemen:

I, the undersigned, hereby agree to purchase from Peek Reock I QOF LLC (the "Company") a limited liability company Class A Interest ("Class A Interest") for a price of \$ 250,000 on the terms and conditions set forth in the Operating Agreement of the Company and hereby tender the amount of the subscription price ("Payment") of \$ 250,000 required to purchase the Class A Interest. The amount of capital gains associated with the Payment is \$ 10,740.

- A. I have attained the age of twenty-one (21) years.
- B. I have prior investment experience, including investments in unregistered securities.
- C. I have a net worth either individually or with my spouse, exclusive of home, home furnishings and automobiles in excess of \$1,000,000.

In connection with this subscription, I acknowledge and agree as follows:

1. The purchase of the Class A Interest is a long-term investment which involves a high degree of risk;
2. There is no present public market for the Class A Interest and there will be no further public market for the Class A Interest; therefore, (i) I may not be able to liquidate my investment in the event of emergency, (ii) transferability is extremely limited, and (iii) in the event of a disposition, I might sustain a loss.
3. I have been provided with and have carefully read the materials describing this investment.
4. I recognize the illiquid nature of this investment, am able to bear the economic risk I hereby assume and am able to fend for myself.
5. I have been furnished with all information regarding the Company, which I have requested or desired to know, all documents which could be reasonably provided have been made available for our inspection and review. I have been afforded the opportunity to ask questions of and receive answers from the Manager, concerning the terms and conditions of the

IN WITNESS WHEREOF, the undersigned has duly executed this Subscription Agreement as of the 4 day of April, 2019.

Sven Wellock  
Signature of Investor

Entity Name (if applicable)

Name: Sven Wellock  
(please print)

Title (if applicable)



ACCEPTED: April 17, 2019

PEEK REOCK I MANAGER LLC

By: [Signature]  
Phillip Evanski, Member

offering, and any additional information I have requested. The information supplied to me was more than adequate to make an informed investment decision.

6. The Interest has not been registered under the Securities Act of 1933, or State law by reason of a claimed exemption under the provisions of that Act which, depends, in part, upon my investment intention to hold this investment for an indefinite period of time. The Class A Interest can not be resold without a similar exemption from registration under such laws.

7. I am the sole party in interest of my Class A Interest in the Company and, as such, am vested with all legal and equitable rights in such Class A Interest in the Company. I have no intent to resell or contribute my ownership to one or more other persons.

8. There are restrictions on the transfer of my ownership set forth in the Operating Agreement and specifically in Section 6 of the Operating Agreement.

9. The Manager is entitled to fees which are payable as set forth in the Operating Agreement.

10. The Manager will control all business decisions on behalf of the Company. I and all other persons investing in the Company will have no participation in the management of the Company's business operations.

11. The financial projections in the materials provided to me were based upon assumptions, which may or may not materialize. As such the financial projections are provided for illustrative purposes only and the returns shown on the projections are not guaranteed.

12. I have no right to revoke or cancel this subscription.

13. I am a bona fide resident of the State set forth below.

(signature page to follow)

**PEEK REOCK I QOF LLC**  
**SUBSCRIPTION AGREEMENT**  
**AND**  
**INVESTMENT REPRESENTATIONS OF MEMBERS**

Name of Subscriber: Phillip J Ewaldski

Gentlemen:


I, the undersigned, hereby agree to purchase from Peek Reock I QOF LLC (the "Company") a limited liability company Class A Interest ("Class A Interest") for a price of \$ 250,000 on the terms and conditions set forth in the Operating Agreement of the Company and hereby tender the amount of the subscription price ("Payment") of \$ 250,000 required to purchase the Class A Interest. The amount of capital gains associated with the Payment is \$ 731.

- A. I have attained the age of twenty-one (21) years.
- B. I have prior investment experience, including investments in unregistered securities.
- C. I have a net worth either individually or with my spouse, exclusive of home, home furnishings and automobiles in excess of \$1,000,000.

In connection with this subscription, I acknowledge and agree as follows:

1. The purchase of the Class A Interest is a long-term investment which involves a high degree of risk;
2. There is no present public market for the Class A Interest and there will be no further public market for the Class A Interest; therefore, (i) I may not be able to liquidate my investment in the event of emergency, (ii) transferability is extremely limited, and (iii) in the event of a disposition, I might sustain a loss.
3. I have been provided with and have carefully read the materials describing this investment.
4. I recognize the illiquid nature of this investment, am able to bear the economic risk I hereby assume and am able to fend for myself.
5. I have been furnished with all information regarding the Company, which I have requested or desired to know, all documents which could be reasonably provided have been made available for our inspection and review. I have been afforded the opportunity to ask questions of and receive answers from the Manager, concerning the terms and conditions of the

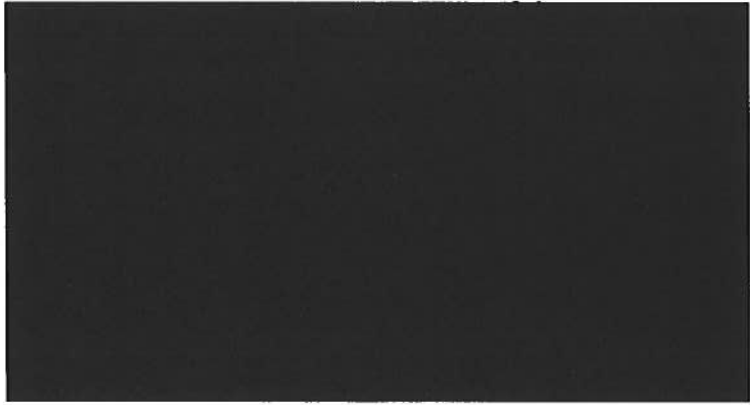
IN WITNESS WHEREOF, the undersigned has duly executed this Subscription Agreement as of the 12 day of April, 2019.

  
\_\_\_\_\_  
Signature of Investor

\_\_\_\_\_  
Entity Name (if applicable)

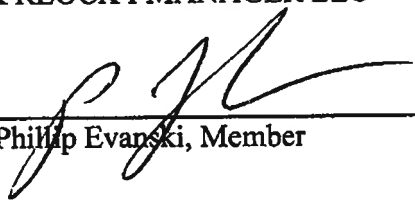
Name: Phillip J Evanski  
(please print)

\_\_\_\_\_  
Title (if applicable)



ACCEPTED: April 12, 2019

PEEK REOCK I MANAGER LLC

By:   
\_\_\_\_\_  
Phillip Evanski, Member

offering, and any additional information I have requested. The information supplied to me was more than adequate to make an informed investment decision.

6. The Interest has not been registered under the Securities Act of 1933, or State law by reason of a claimed exemption under the provisions of that Act which, depends, in part, upon my investment intention to hold this investment for an indefinite period of time. The Class A Interest can not be resold without a similar exemption from registration under such laws.

7. I am the sole party in interest of my Class A Interest in the Company and, as such, am vested with all legal and equitable rights in such Class A Interest in the Company. I have no intent to resell or contribute my ownership to one or more other persons.

8. There are restrictions on the transfer of my ownership set forth in the Operating Agreement and specifically in Section 6 of the Operating Agreement.

9. The Manager is entitled to fees which are payable as set forth in the Operating Agreement.

10. The Manager will control all business decisions on behalf of the Company. I and all other persons investing in the Company will have no participation in the management of the Company's business operations.

11. The financial projections in the materials provided to me were based upon assumptions, which may or may not materialize. As such the financial projections are provided for illustrative purposes only and the returns shown on the projections are not guaranteed.

12. I have no right to revoke or cancel this subscription.

13. I am a bona fide resident of the State set forth below.

(signature page to follow)

**PEEK REOCK I QOF LLC**  
**SUBSCRIPTION AGREEMENT**  
**AND**  
**INVESTMENT REPRESENTATIONS OF MEMBERS**

Name of Subscriber: Donald MacKinnon

Gentlemen:

I, the undersigned, hereby agree to purchase from Peek Reock I QOF LLC (the "Company") a limited liability company Class A Interest ("Class A Interest") for a price of \$ 100,000.00 on the terms and conditions set forth in the Operating Agreement of the Company and hereby tender the amount of the subscription price ("Payment") of \$ 100,000.00 required to purchase the Class A Interest. The amount of capital gains associated with the Payment is \$ 100,000.00.

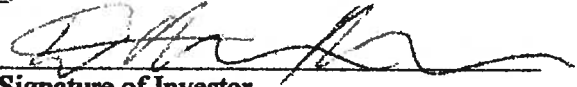
- A. I have attained the age of twenty-one (21) years.
- B. I have prior investment experience, including investments in unregistered securities.
- C. I have a net worth either individually or with my spouse, exclusive of home, home furnishings and automobiles in excess of \$1,000,000.

In connection with this subscription, I acknowledge and agree as follows:

- 1. The purchase of the Class A Interest is a long-term investment which involves a high degree of risk;
- 2. There is no present public market for the Class A Interest and there will be no further public market for the Class A Interest; therefore, (i) I may not be able to liquidate my investment in the event of emergency, (ii) transferability is extremely limited, and (iii) in the event of a disposition, I might sustain a loss.
- 3. I have been provided with and have carefully read the materials describing this investment.
- 4. I recognize the illiquid nature of this investment, am able to bear the economic risk I hereby assume and am able to fend for myself.
- 5. I have been furnished with all information regarding the Company, which I have requested or desired to know, all documents which could be reasonably provided have been made available for our inspection and review. I have been afforded the opportunity to ask questions of and receive answers from the Manager, concerning the terms and conditions of the



IN WITNESS WHEREOF, the undersigned has duly executed this Subscription Agreement as of the 8<sup>th</sup> day of April, 2019.

  
Signature of Investor

Entity Name (if applicable)

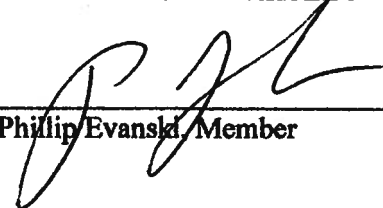
Name: Donald MacKinnon  
(please print)

Title (if applicable)



ACCEPTED: April 12, 2019

PEEK REOCK I MANAGER LLC

By:   
Phillip Evanski, Member

offering, and any additional information I have requested. The information supplied to me was more than adequate to make an informed investment decision.

6. The Interest has not been registered under the Securities Act of 1933, or State law by reason of a claimed exemption under the provisions of that Act which, depends, in part, upon my investment intention to hold this investment for an indefinite period of time. The Class A Interest can not be resold without a similar exemption from registration under such laws.

7. I am the sole party in interest of my Class A Interest in the Company and, as such, am vested with all legal and equitable rights in such Class A Interest in the Company. I have no intent to resell or contribute my ownership to one or more other persons.

8. There are restrictions on the transfer of my ownership set forth in the Operating Agreement and specifically in Section 6 of the Operating Agreement.

9. The Manager is entitled to fees which are payable as set forth in the Operating Agreement.

10. The Manager will control all business decisions on behalf of the Company. I and all other persons investing in the Company will have no participation in the management of the Company's business operations.

11. The financial projections in the materials provided to me were based upon assumptions, which may or may not materialize. As such the financial projections are provided for illustrative purposes only and the returns shown on the projections are not guaranteed.

12. I have no right to revoke or cancel this subscription.

13. I am a bona fide resident of the State set forth below.

(signature page to follow)

# **EXHIBIT 16**

## **Explanation of the Need for Tax Abatement**

A 30-year 5% long term tax abatement is an essential part of the proposed development. Without the requested abatement, the high cost of construction and currently projected low market rents, the real estate taxes for the project would create a significant financing gap. Based on the Applicant's analysis, the project is clearly economically unfeasible without the requested abatement.

The Applicant reserves the right to supplement this response as may be necessary and required.

# **EXHIBIT 18**

## **Summary of Project Benefits**

The project will advance many of the core objectives of the Reock Street Redevelopment Plan and will transform and improve currently vacant land and a dilapidated autobody shop into modern and safe residential housing.

As stated in the Reock Street Redevelopment Plan, this project meets several goals including:

1. To encourage the formal designation, preservation and adaptive reuse of historic structures and sites, to contribute to the character and history of the Area.
2. To provide for the development of a variety of high quality, well-designed housing types and commercial establishments, to provide a range of housing choices for a broad range of incomes.
3. To encourage the appropriate and orderly development of the vacant land within the Area, in keeping with the intent and purpose of this plan.
4. To promote the reuse and appropriate redevelopment of existing sites containing underutilized or aging facilities, which, in their present form, no longer meet the needs of the community and no longer contribute in a meaningful way to health and vitality of the Area.

The proposed development of 50 market rate residential apartment units is directly consistent with the Plan's objectives.