

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE \_\_\_\_\_

NUMBER 66-2023

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP TO APPROVE A TAX EXEMPTION FOR A TWENTY-THREE (23) YEAR PERIOD AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT FOR PAYMENTS IN LIEU OF TAXES BETWEEN THE CITY AND VA 100M URBAN RENEWAL, LLC**

**WHEREAS**, the properties commonly known as 92-106 South Main Street and 13-27 Prince Street, and identified as Block 3002, Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14 on the Tax Map of the City of Orange Township (collectively, the **“Property”**) are located within the Main Street Redevelopment Area (the **“Redevelopment Area”**) and is governed by the Main Street Redevelopment Plan (the **“Redevelopment Plan”**); and

**WHEREAS**, the City of Orange Township, in the County of Essex, New Jersey (the **“City”**) has heretofore designated the Redevelopment Area and adopted the Redevelopment Plan in accordance with the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the **“Redevelopment Law”**); and

**WHEREAS**, VA 100M Urban Renewal, LLC, having its principal place of business at 1449 37<sup>th</sup> Street, Suite 414, Brooklyn New York 11218 (the **“Entity”**), has proposed the construction of a redevelopment project consisting of the construction of a 307 unit multi-family residential building with 367 on-site parking spaces provided on the ground floor, and other related improvements on the Property (the **“Project”**); and

**WHEREAS**, the City expects to authorize, by resolution, 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 Project includes the construction of such reasonably necessary infrastructure improvements along the frontage of and near to the Project 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, as well as offsite improvements that will enhance the area including funding for the land acquisition and/or for the construction of a public park, to be determined in consultation with the City Planner (collectively, the **“Infrastructure and Offsite Improvements”**); and

**WHEREAS**, the City expects to issue its general obligation bonds and/or notes in an aggregate principal amount not to exceed \$100,000.00 (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 Bond Law”**), as applicable, in order to defray certain eligible costs of the Infrastructure and Offsite Improvements; and

  
AMIRAH  
CITY ATTORNEY

**WHEREAS**, the Entity has obtained preliminary and final site plan approval for the Project from the City Planning Board, as memorialized in a resolution of the City Planning Board adopted on January 26, 2022, Case No. 21-10; 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 for payments in lieu of taxes (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 Municipal Council that the granting of a long-term tax exemption and payments in lieu of taxes 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 Municipal Council find 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 and parking, as well as create both temporary and permanent jobs within the City, enhance the quality of life for residents in and around the neighborhood, and influence locational decisions of probable new residents; and

**WHEREAS**, the Municipal 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 MUNICIPAL 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 and payments in lieu of taxes 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 twenty-three (23) 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 City Clerk 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:

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Joyce L. Lanier,  
Municipal Clerk

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Tency A. Eason,  
Council President

APPROVED:

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Dwayne D. Warren, Esq.,  
Mayor



Municipal Building  
29 North Day Street  
Orange, New Jersey 07050  
(973) 952-6100 • www.OrangeNJ.gov

Honorable Dwayne D. Warren, Esq.  
Mayor

Office of the Mayor

September 17, 2023

Joyce L. Lanier, City Clerk  
City of Orange Township  
City Hall  
29 North Day Street  
Orange, New Jersey 07050

**RE: Long Term Tax Exemption Application for:  
VA 100M Urban Renewal, LLC  
92-106 South Main Street and 13-27 Prince Street  
Block 3002, Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14**

Dear Ms. Lanier:

I have reviewed the Application, Financial Agreement and supporting documents submitted by **VA 100M Urban Renewal, LLC** (the "Applicant") for a redevelopment project (the "Project") consisting of the construction of a 307 unit multi-family residential building with 246 on-site parking spaces provided on the ground floor, and other related improvements on the above-referenced property. A resolution authorizing the execution and delivery of a Redevelopment Agreement with the Applicant (the "Redevelopment Agreement") will be presented for Municipal Council consideration simultaneously with the introduction of the ordinance approving the hereinafter-defined Financial Agreement.

The Project includes the construction of such reasonably necessary infrastructure improvements along the frontage of and near to the Project 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, as well as offsite improvements that will enhance the area including funding for land acquisition and/or for the construction of a public park, all to be determined in consultation with the City Planner (collectively, the "Infrastructure and Offsite Improvements").

The City expects to issue its general obligation bonds and/or notes in an aggregate principal amount not to exceed \$100,000.00 (the "RAB 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 Bond Law"), as applicable, in order to defray certain eligible costs of the Infrastructure and Offsite Improvements. A bond ordinance authorizing the issuance of the RAB Bonds will be presented for Municipal Council consideration at a future time.



The Applicant has submitted a tax exemption application to the City seeking a twenty-three (23) year Long Term Tax Abatement pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. and the RAB Law. The Applicant is requesting an “Annual Service Charge” (i.e., a PILOT obligation) equal to the sum of (i) a “Base Annual Service Charge” of 6% of the Annual Gross Revenue generated from the Project (subject to adjustment as provided in the following paragraph), plus (ii) an amount equal to the City’s debt service payments on the RAB Bonds. In no event shall the Annual Service Charge be less than the “Minimum Annual Service Charge” (i.e. the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation). As permitted by the provisions of the RAB Law, the Annual Service Charge will not be subject to staged minimum payments based on a percentage of the amount of taxes otherwise due on the value of the land and improvements for the Project.

In addition, the Applicant will be required to pay all land taxes levied against the Property (the “Land Taxes”), but the Applicant will be entitled to a credit for Land Taxes paid during the last four (4) preceding quarterly installments. However, the Base Annual Service Charge shall be increased on each anniversary of the Annual Service Charge Start Date in an amount equal to the increase in the non-municipal/library portion of the Land Taxes, provided that such increase shall not exceed 3% of the Base Annual Service Charge (the “Land Tax Adjustment Cap”), and provided further that any unused portion of the Land Tax Adjustment Cap shall be carried over to future years.

The annual service charges projected to be received by the City under the Financial Agreement have been projected to be sufficient to cover the projected debt service on the RAB Bonds and the required 5% share required to be paid to the County of Essex. To offset the City’s administrative costs incurred in connection with the management of the Annual Service Charges and the RAB Bonds, the Applicant will be required to pay a separate annual administrative fee equal to 2% of the total Annual Service Charge.

After reviewing the Application, I am confident that the Project will provide needed housing and parking, as well as create both temporary and permanent jobs within the City, enhance the quality of life for residents in and around the neighborhood, and influence locational decisions of probable new residents. The Applicant has also committed to certain provisions governing local and minority hiring during Project construction.

Based on all of the information provided to me, I believe this project is a desirable improvement in our City. Therefore, I recommend that the Financial Agreement and the associated long term tax exemption be favorably considered by the Municipal Council, subject to satisfaction of all legal prerequisites.

Very truly yours,  
**CITY OF ORANGE TOWNSHIP**

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



**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 \_\_\_\_\_, 2023 by and between **VA 100M URBAN RENEWAL, LLC**, a limited liability company organized under the laws of the State and authorized to do business of the type contemplated hereby in the State as a duly formed New Jersey urban renewal entity, 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 corporate offices at 1449 37<sup>th</sup> Street, Suite 414, Brooklyn New York 11218 (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 designated a portion of the City containing approximately 148 tax lots within 20 blocks, mostly located along Main Street, as a redevelopment area known as the Main Street Redevelopment Area (the “**Redevelopment Area**”) under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”) ; and

**WHEREAS**, the City Council thereafter adopted a redevelopment plan known as the Main Street Redevelopment Plan (the “**Redevelopment Plan**”) to govern the redevelopment of the properties located within the Redevelopment Area; and

**WHEREAS**, the properties located at and commonly known as 92-106 South Main Street and 13-27 Prince Street, and identified as Block 3002, Lots 6, 7, 8, 9, 10, 11,

12, 13, and 14 on the Tax Map of the City of Orange Township (collectively, the “**Property**”) are located within the Redevelopment Area and are governed by the Redevelopment Plan; 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 applied for a long-term tax exemption for a redevelopment project on the Property consisting of the construction of a 307 unit multi-family residential building with a total of 367 on-site parking spaces provided on the ground floor, and other related improvements on the Property (the “**Project**”); and

**WHEREAS**, the City expects to authorize, by resolution, 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 on the Property; and

**WHEREAS**, the Project contemplates the construction of such reasonably necessary infrastructure improvements along the frontage of and near to the Project 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, as well as offsite improvements that will enhance the area including the funding of the land acquisition and/or the construction of a public park, all to be determined in consultation with the City Planner (collectively, the “**Infrastructure and Offsite Improvements**”); and



**WHEREAS**, in order to defray certain eligible costs of the portion of the Project comprising the Infrastructure and Offsite 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 \$100,000.00 (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**, the Entity has obtained preliminary and final site plan approval for the Project from the City Planning Board, as memorialized in a resolution of the City Planning Board adopted on January 26, 2022. Case No. 21-10; 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 VA 100M 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. **[RESERVED]**

xii. 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.

xiii. **[RESERVED]**

xiv. **[RESERVED]**

xv. 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.

xvi. Infrastructure and Offsite Improvements – Shall have the meaning ascribed thereto in the Recitals hereto and in any Redevelopment Area Bond ordinance pertaining to the Project. The Infrastructure and Offsite Improvements are part of the Project.

xvii. 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.

xviii. Land – The land, but not the Improvements, commonly known as 92-106 South Main Street and 13-27 Prince Street, and identified as Block 3002, Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14 on the Tax Map of the City of Orange Township, as described more particularly by the metes and bounds description set forth within the Application.

xix. 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.

xx. 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.

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

xxii. 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 Property was subject to taxation. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, as calculated pursuant to this Financial Agreement, would be less than the Minimum Annual Service Charge.

xxiii. 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).

xxiv. Project – As defined and described more fully within the Application and in the Recitals hereto.

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

xxvi. Property – The Land and the Improvements thereon as defined and described more fully within the Application and in the Recitals hereto.

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

xxviii. 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.

xxix. **[RESERVED]**

xxx. 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 demonstrably qualified 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 demonstrably qualified 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, the Entity and 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 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 Entity 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 twenty three (23) 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 twenty-eight (28) 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 and Offsite 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 twenty-three (23) of the Financial Agreement, the Base Annual Service Charge shall be an amount equal to six percent (6%) of the Annual Gross Revenue generated from the Project;

(ii) The Base Annual Service Charge shall be increased on each anniversary of the Annual Service Charge Start Date until this Agreement is terminated by an amount equal to: a dollar amount equal to the increase in the non-municipal/library portion of the Land Taxes provided that such increase shall not exceed 3% of the Base Annual Service Charge (the "**Land Tax Adjustment Cap**"), and provided further that any unused portion of the Land Tax Adjustment Cap shall be carried over to future years.

(f) 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.

(g) 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 Minimum Annual Service Charge shall not be reduced through any tax appeal on Land and/or Improvements during the period that 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.

Based upon the information provided by the Entity within the Application, the following financial projections have been generated for the estimated Annual Service Charges to be paid by the Entity for each year of operation of the Project (the “**Projected ASC**”):

YEAR	AMOUNT	YEAR	AMOUNT	YEAR	AMOUNT
1	\$671,080	11	\$850,104	21	\$2,832,016
2	\$671,080	12	\$875,607	22	\$3,889,301
3	\$691,212	13	\$901,875	23	\$5,007,476
4	\$711,949	14	\$928,932		
5	\$733,307	15	\$956,800		
6	\$755,306	16	\$985,504		
7	\$777,966	17	\$1,015,069		
8	\$801,305	18	\$1,045,521		

9	\$825,344	19	\$1,076,886	
10	\$850,104	20	\$1,833,020	

For each year, the quarterly installments of the Base Annual Service Charge shall be based on the Projected ASC, 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 upon determination by the City that the Project is ready for the use intended, 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. Notwithstanding the forgoing, the following changes in ownership interests in the Entity shall be permitted, provided that prompt written notice thereof shall be given to the City as soon as practicable thereafter and written notice thereof shall also be included with the next succeeding Auditor's Report filed by the Entity pursuant to Section 7.2 hereof:

- (1) transfers of ownership interests held by individuals due to death or for purposes of estate planning, or otherwise where transfers are made between, among or to then existing principals, owners, officers of the Entity or its members, or family members of any of the foregoing or other beneficial interest owners or trusts for the benefit of any of the foregoing;
- (2) any transfer, either directly or indirectly, of the non-managing member interest in the Entity;

(3) the admission of an institutional investor into the ownership structure of the Entity as a non-managing member to finance the Project or a portion thereof, and/or any subsequent assignments of said investor's interest in the Entity,

(4) transfers of ownership interests to an affiliate of the Entity, to Vanta Developers ("Vanta") or to an affiliate of Vanta, provided that Vanta or an affiliate thereof controlled by Vanta shall remain the managing member and that the transferee shall be an urban renewal entity; or

(5) such other transfers are provided for and allowed pursuant to the Redeveloper Agreement executed by and between the parties with respect to the Project.

No administrative fee shall be payable in respect of any transfers of ownership interest described in clauses (1) through (4) above. 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 are 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:

VA 100M URBAN RENEWAL, LLC  
1449 37<sup>th</sup> Street, Suite 414  
Brooklyn New York 11218

Attention:

Samuel Grunbaum, Manager

Phone: 347-434-6777

Email: samg@vantadevelopers.com

With a copy to:

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqui & Shahdanian, P.C.  
290 Park Avenue, Suite 2370  
Livingston, New Jersey 07039

Phone: (973) 533-1000

Email: rjenkins@trenkisabel.law

(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 and Business Administrator

The notice to the City shall identify the subject as "100 Main 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 particularly 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 may be filed and recorded with Essex County Register of Deeds by the Entity.

**Article XVI – Exhibits**

**Exhibit A – VA 100M URBAN RENEWAL, LLC Tax Abatement Application**

[Signature page follows]

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

ATTEST:

**VA 100M URBAN RENEWAL,  
LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Samuel Grunbaum, Manager

ATTEST:

**THE CITY OF ORANGE  
TOWNSHIP**

\_\_\_\_\_  
Clerk

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

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

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

**100 South Main Street**

**On Behalf of**  
**VA 100M Urban Renewal, LLC**

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

**100 South Main Street**

**On Behalf of**  
**VA 100M Urban Renewal, LLC**

## **Overview of application contents:**

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Section IV - Type of abatement and term requested
- Representations and certifications required by statute
- Signature by the applicant
- Exhibits

### **I. Instructions:**

**Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the tax abatement authorization process or cause the application to be denied.**

#### **Important notes:**

1) Certain documents required in this application must be prepared by qualified professionals other than the applicant. In particular, survey documents must be signed and sealed by a licensed surveyor, site plan documents must be signed and sealed by a professional engineer and detailed cost estimates must be certified by a licensed engineer or architect.

2) Under New Jersey law, applicants for long-term abatements must be organized as an Urban Renewal Entity as certified by the New Jersey Department of Community Affairs. (Low and moderate income housing projects located in particular areas may be exempt from this requirement in certain cases.)

3) The application must be accompanied by a proposed form of financial agreement. Please ensure that the financial agreement attached to this application is appropriate to the type of project for which you are seeking an abatement.

**Completed applications, including the application fee, should be submitted to:**

**Christopher M. Hartwyk  
Business Administrator  
City of Orange Township  
29 North Day Street  
Orange, New Jersey 07050**

If you have any questions regarding the application or the tax abatement process, please contact:

**Christopher Hartwyk  
Business Administrator  
Phone: (973) 266-4010  
E-mail: [chartwyk@ci.orange.nj.us](mailto:chartwyk@ci.orange.nj.us)**

## **II. Developer Identification:**

### **A. Name of Applicant:**

VA 100M URBAN RENEWAL, LLC

### **B. Principal Address:**

1449 37th Street, Suite 414  
Brooklyn, NY 11218

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

Corporation  LLC  LLP  Partnership  Other (please specify)

### **D. Contact Information**

1.) **Name of Primary Contact:** Samuel Grunbaum

2.) **Contact Numbers:**

a. **Phone:** (718) 831 2008 \*102

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

c. **Email:** samg@vantadevelopers.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:

Vanta Developers  
1449 37th Street, Suite 414  
Brooklyn, NY 11218

### **F. Federal Tax Identification Number:**

87-4158971

### **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.

Please provide the necessary information utilizing the form provided with Exhibit 1 of this application. (ATTACHED)

**H. Certificates of Incorporation and Approval:**

Please provide a copy of the approved certificate of incorporation or formation by the State of New Jersey for the entity applying for the abatement. Attach the certificate as Exhibit 2. (ATTACHED)

Also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs. Attach that certificate as Exhibit 3. (The only projects exempt from this requirement are low and moderate income housing projects located outside a designated redevelopment area.) (ATTACHED)

**I. Authorization to Submit Application:**

Please provide a certified copy, bearing the seal of the urban renewal entity, of a company resolution authorizing submission of the application in the form provided as Exhibit 4 of this application. (ATTACHED)



### **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:

% 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: 92-106 South Main Street, 13-27 Prince 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: 3002    Lots: 6, 7, 8, 9, 10, 11, 12, 13, 14 (New consolidated lot is 6)

3. Metes and Bounds Description: (ATTACHED)

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

4. Survey: (ATTACHED)

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.

**E. Deed or Lease Agreement:**

Please attach a copy of the deed or lease agreement for the property as Exhibit 7 confirming that the project is under the control of the applicant. (ATTACHED)

**F. Purpose of Project:**

Please check all that apply:

1. This project is located within an officially designated "area in need of redevelopment."  
 Yes  No
2. This project is located within an Urban Enterprise Zone.  
 Yes  No
3. This Project is intended to provide housing to low and/or moderate income households:  
 Yes  No

Please indicate the number of units of each type listed below, as appropriate.

Number of units for low income households: \_\_\_\_\_  
Number of units for moderate income households: \_\_\_\_\_  
Number of market rate units: 307  
Total number of residential units: 307

4. This Project is intended to provide housing to households relocated as a result of a redevelopment project:  Yes  No
5. This Project is intended as a means to implement the objectives set forth in an adopted Redevelopment Plan:  Yes  No
6. If the answer to questions 3 through 5 of this section was "No", please indicate the purpose of the Project:

**H. Narrative Description of Project:** (ATTACHED)

**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 is currently 7 residential structures.
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. (ATTACHED)

Block	Lot	Current Tax Assessment	Current Real Property Tax Levy
-------	-----	------------------------	--------------------------------

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	Lot	Current Status of Municipal Fees and Charges (specify type)
-------	-----	---

**J. Site Plan Approval:** (ATTACHED)

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** (ATTACHED)

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:** (ATTACHED)

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 period. Projections involving the sale of units should be for the period expected to be needed to complete all sales activity. Attach the projection as Exhibit 13 of this application.

**M. Project Financing Plan:** (ATTACHED)

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 14 of this application.

2. Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project. Attach these letters as Exhibit 15 of this application. (TBD)

**N. Explanation of the Need for Tax Abatement: (ATTACHED)**

Provide an explanation of why the applicant believes that a long term tax abatement is necessary to make this project economically feasible. Attach the explanation as Exhibit 16 of this application.

**O. Project Schedule: (ATTACHED)**

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 17 of the application.

**P. Statement of Project Benefits: (ATTACHED)**

Provide a detailed description of the public benefits that would result from the project. At a minimum, include a projection of the number and type of construction jobs to be created, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments. Attach the description as Exhibit 18 of the application.

**IV. Abatement Information:**

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

Annual Gross Revenue (Non-condominium): \$9,425,890    Project Cost: \$106,395,356

Imputed debt service (Condominium)

**B. Term Requested:**

30 Years

**C. Proposed Rates and Phases: (See attached operating pro-forma for estimated annual PILOT payments)**

<u>Starting Year</u>	<u>Ending Year</u>	<u>Rate</u>	<u>Phase-out (alternative method)</u>
2026	2056	6%	

**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.

## **Representations and Certifications:**

**In submitting the application, the Developer certifies that all of the information is true and accurate to the best of his or her knowledge and further certifies to the following:**

A. The project conforms to the Redevelopment Plan that is in effect for the area that includes the project site and with any Redevelopment Agreement as may be in place between the Municipality and the Developer.

B. The Project either 1) conforms to the Master Plan of the Municipality; or 2) to the extent that the Redevelopment Plan is inconsistent with the Master Plan, the Project conforms to the Redevelopment Plan and the Municipal Council. in adopting the Redevelopment Plan. set forth its reasons for adopting a Redevelopment Plan with such inconsistencies.

C. The project will conform to and the applicant(s) agrees to comply with all Federal and State laws and to all applicable municipal ordinances.

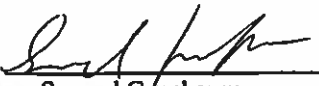
D. Construction of the project has not commenced as of the time of the submission of this application. The applicant understands that the Municipal Council is under no obligation to approve this tax abatement application. Any work done on the assumption of receipt of a tax abatement following the submission of the application and before final approval is undertaken at the risk of the developer. **Note that under no circumstances will an abatement be granted for a project that has already reached substantial completion.**

F. No officer or employee of the Municipality has any interest, directly or indirectly, in the project that is the subject of this application.

## 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:  
VA 100M Urban Renewal, LLC

By:   
Name: Samuel Grunbaum  
Title: Principal

9-27-2023  
Date

Please notarize here or  
provide attestation and  
seal of corporate secretary



Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

## EXHIBITS

The following is a check-list of required exhibits that must be attached to the application:

<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
1	Disclosure of Ownership	✓
2	Certificate of Incorporation	✓
3	Certificate of DCA Approval of Urban Renewal Entity	✓
4	Resolution Authorizing Submission of Application	✓
5	Metes and Bounds Description	✓
6	Survey	✓
7	Copy of Deed or Lease Agreement	✓
8	Narrative Description of Project	✓
9	Site Plan as Approved by Planning Board	✓
10	Site Plan Approval Resolution	✓
11	Total Project Cost Estimate	✓
12	Cost Estimates for Each Unit Type	N.A. ✓
13	Project Pro-Forma	✓
14	Project Financing Plan	✓
15	Private Financing Commitments	✓
16	Explanation of the Need for Tax Abatement	✓
17	Project Schedule	✓
18	Summary of Project Benefits	✓



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# Disclosure of Ownership


EXHIBIT 1


**DISCLOSURE OF OWNERSHIP**  
(for use by Corporations)

**I. Principals** (list all owners of 10% or more of stock)

<u>Name</u>	<u>Address</u>	<u>Title</u>	<u>% Owned</u>
Reuven Sobel	1449 37 <sup>th</sup> Street, Suite 414, Brooklyn, NY 11218	Principal	50%
Samuel Grunbaum	1449 37 <sup>th</sup> Street, Suite 414, Brooklyn, NY 11218	Principal	50%

VANTA DEVELOPERS LLC

By:  Reuven Sobel  
Signature of Officer Date

Attested by:   
Secretary of Corporation Date  
SAMUEL GRUNBAUM  
(Affix Corporate Seal)

2

# Certificate of Incorporation

CSC

www.cscglobal.com

CSC- Ewing  
Suite 160  
100 Princeton South Corporate Center  
Ewing, NJ 08628  
800-631-2155  
609-530-0877 (Fax)

**Matter#** 61509-0001

**Order#** 120516-5

**Project Id :**

**Order Date** 10/15/2021

**Entity Name:** VA 100M URBAN RENEWAL LLC

**Jurisdiction:** NJ - State of New Jersey

**Request for:** Incorporation/Formation Filing

**File#:** 0600474918

**File Date:** 10/15/2021

**Result:** Filed

Ordered by KIM CALKIN-MCELLEN #0362 at COLLE SCHOTZ P.C.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Michelle Disbrow  
[mdisbrow@cscinfo.com](mailto:mdisbrow@cscinfo.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions

FILED  
OCT 15 2021  
STATE TREASURER  
0600474918

CERTIFICATE OF FORMATION  
OF  
VA 100M URBAN RENEWAL LLC

The undersigned, being authorized to execute and file this Certificate of Formation, hereby certifies that:

**First:** The name of this limited liability company is VA 100M URBAN RENEWAL, LLC.

**Second:** The address of this limited liability company's initial registered office is c/o Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601. The name of the registered agent at such address is Robert DiPisa, Esq.

**Third:** The number of initial members constituting this limited liability company presently is one (1) or more.

**Fourth:** The duration of the limited liability company is perpetual unless terminated earlier in accordance with the provisions of the operating agreement of the Company.

**Fifth:** In compliance with the statutory requirements of C.40A: 20-1 et seq., this limited liability company adopts and acknowledges the following:

- a. The name of this entity includes the words "Urban Renewal."
- b. The purpose for which this entity is formed 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 a municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated under New Jersey P.L.1991, c.431 (C.40A:20-1 et.seq.).
- c. So long as this entity is obligated under a financial agreement with a municipality made pursuant to P.L.1991, c.431 (C.40A: 20-1 et.seq.), this entity shall engage in no business other than the ownership, operation and management of the project ("Project").
- d. The Company has been organized to serve a public purpose, that its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (2) the acquisition, management and

S313770  
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J553522  
1609/0001-41353868v1

operation of a project, redevelopment relocation housing project, or low and moderate income housing project under New Jersey P.L.1991, c.431 (C.40A: 20-1 et.seq.); and (3) that it shall be subject to regulation by the municipality in which its project is situated, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to New Jersey P.L.1991, c431 (C.40A:20-1 et.seq.)

e. The Company shall not voluntarily transfer more than ten (10%) percent of the ownership of the Project or any portion thereof undertaken by it under New Jersey P.L.1991, c.431 (C.40A:20-1 et seq.), until it has first removed both itself and the Project from all restrictions of P.L.1991, c.431 (C.40A: 20-1 et.seq.) in the manner required by P.L.1991, c.431 (C.40A:20-1 et.seq.) and, if the Project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal 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 under the financial agreement with the municipality. The entity shall file annually with the municipal governing body a disclosure of persons having an ownership interest in the Project, and 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 municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

f. The Company is subject to the provisions of section 18 of New Jersey 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.

g. 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.

h. The duration of the Limited Liability Company is perpetual unless terminated earlier in accordance with the provisions of the operating agreement of the Company.

Any statutorily defined terms used in the foregoing covenants shall be deemed to have their statutorily ascribed meanings.

**Sixth:** The members of this company shall adopt the initial operating agreement of this company. The power to make, alter and repeal such agreement is reserved to the members.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Formation and has certified this as her act and deed and the facts herein-stated as true as of October 14, 2021.

  
Kim McEllen, Authorized Signatory

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

VA 100M URBAN RENEWAL LLC  
0600474918

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department a  
Certificate of Formation on October 15th, 2021  
and that the attached is a true copy of this  
document as the same is taken from and compared  
with the original(s) filed in this office and now  
remaining on file and of record.*



Certificate Number. 143369439

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
20th day of October, 2021*

A handwritten signature in black ink, appearing to read 'Elizabeth Maher Muoio'.

Elizabeth Maher Muoio  
State Treasurer

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**Certificate of DCA Approval  
of Urban Renewal Entity**





State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
LOCAL PLANNING SERVICES  
101 SOUTH BROAD STREET  
PO BOX 813  
TRENTON, NJ 08625-0813  
(609) 292-3000 • FAX (609) 633-6056

PHILIP D. MURPHY  
*Governor*

LT. GOVERNOR SHEILA Y. OLIVER  
*Commissioner*

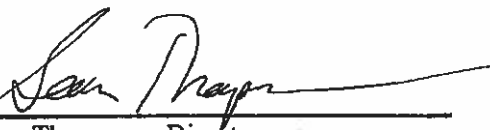
DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer  
RE: VA 100M URBAN RENEWAL LLC  
File # 3178  
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 13<sup>th</sup> day of October 2021 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By:   
Sean Thompson, Director  
Local Planning Services

4

# Resolution Authorizing Submission of Application

**WRITTEN CONSENT**

**OF**

**VA 100M URBAN RENEWAL LLC**

The undersigned, being the member(s) and managing member(s) of VA 100M Urban Renewal LLC, a New Jersey limited liability company, (the "Company"), hereby consent in writing and take the following actions pursuant to the New Jersey Limited Liability Company Act, as amended, as of the 30 day of December, 2021.

**NOW, THEREFORE**, be it:

**RESOLVED**, the Company is seeking to develop the property commonly known as 112 S Main Street, a/k/a 112 Main Street, and designated as Block 3002 Lot 6; 106 S. Main Street, a/k/a 106 Main Street, and designated as Block 3002, Lot 7; 100 S. Main Street, a/k/a 100 Main Street, and designated as Block 3002, Lot 8; 96 S. Main Street, a/k/a 96 Main Street, and designated as Block 3002, Lot 9; 92 S. Main Street, a/k/a 92 Main Street, and designated as Block 3002, Lot 10; 13 Prince Street, and designated as Block 3002, Lot 11; 15 Prince Street, and designated as Block 3002, Lot 12; 21 Prince Street, and designated as Block 3002, Lot 13; and 27 Prince Street, and designated as Block 3002, Lot 14, City of Orange Township (the "Township"), County of Essex, New Jersey (the "Property") and as part of development of such Property Agreements must be entered into with the Township, the Planning Board, and various other governmental agencies/authorities; and be it further

**RESOLVED**, that, **Samuel Grunbaum and Reuven Sobel** in his/their capacity as Members of the Company (each individually an "Authorized Signatory"), be, and hereby are authorized and directed to execute and deliver all documents, applications, agreements, certificates, instruments, resolutions or affidavits necessary to file, prosecute and consummate the agreements and applications contemplated hereunder relating to the Property, including but not limited to Development Applications, Development Agreements, Redevelopment Agreements, Financial Agreements, and other necessary/required Governmental Applications, and Agreements (collectively, the "Documents") in the name of and on behalf of the Company with such changes as their judgment, shall deem necessary and/or advisable, and each Authorized Signatory is authorized to act separately of behalf of the Company; and be it further

**RESOLVED**, that all action heretofore taken and all documentation heretofore taken by either Authorized Signatory, or any authorized representative of the Company, for or on behalf of the Company in furtherance of the foregoing is hereby ratified, adopted, approved and confirmed and declared to be binding and enforceable obligations of the Company in accordance with the respective terms and provisions thereof; and be it further


**RESOLVED**, that Facsimile or pdf copies of this Written Consent shall be deemed originals and this Written Consent may be signed and delivered via facsimile or email/pdf in identical counterparts, all of which taken together shall constitute one agreement.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the undersigned has affixed their signature to this Written Consent of VA 100M Urban Renewal LLC. as of the day and year first above written.

MEMBER(S):

By:   
Name: Samuel Grunbaum

By:   
Name: Reuven Sobel

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# Metes and Bounds Description

DESCRIPTION OF PROPERTY  
CITY OF ORANGE  
ESSEX COUNTY, NEW JERSEY

BLOCK 3002, LOTS 6, 7, 8, 9, 10, 11, 12, 13 & 14  
PROJECT NO. 20000043A  
DECEMBER 20, 2021  
PAGE 1 | 1

All that certain lot, tract or parcel of land situate, lying and being in the City of Orange, County of Essex and State of New Jersey. Being all of Lots 6, 7, 8, 9, 10, 11, 12, 13, & 14, Block 3002, as shown on a map entitled, "ALTA/ NSPS Land Title Survey For #90, 96, 100, 106 & 112 S. Main Street, #13, 15, 21, & 27 Prince Street, Block 3002 Lots 6, 7, 8, 9, 10, 11, 12, 13, & 14, City of Orange, Essex County, New Jersey", prepared by Colliers Engineering & Design, dated March 12, 2020, last revised April 12, 2021, and being more particularly bounded and described as follows:

**BEGINNING** at the point of intersection of the southwesterly line of South Main Street (35 feet wide) with the northwesterly line of Prince Street (35 feet wide), and from said beginning point running thence-

1. **S 27°09'43" W, 248.83 feet**, along said northwesterly line of Prince Street, to a point of curvature; thence-
2. Southeastward, along a curve to the right having a radius of **1,128.78 feet**, an arc length of **52.59 feet**, (a central angle of **2°40'10"**) bearing a chord of **S 28°29'48"W** a distance of **52.59 feet** along said northwesterly line of Prince Street to a point on the northeasterly line of Lot 1 Block 3004, lands now or formerly of New Jersey Transit; thence-

The following three (3) courses along the said northeasterly line of Lot 1 Block 3004:

3. **N 55°26'47" W, 137.08 feet**; thence-
4. **N 36°28'43" E, 7.67 feet**; thence-
5. **N 54°57'16" W, 148.50 feet**, to the intersection of the same with the southeasterly line of Lot 5, Block 3002, lands formerly of Dr. George W. Richards, as described in a deed from Betty R. Hill, unmarried, to Tritop Realty dated September 28, 2016 and recorded in the Essex County Clerk's office on October 25, 2016 as Instrument Number 2016091682; thence-
6. **N 36°28'43" E, 293.64 feet**, along said southeasterly line of Lot 5, Block 3002, to the intersection of the same with the aforementioned southwesterly line of South Main Street; thence-
7. **S 54°38'17" E, 237.94 feet**, along said southwesterly line of South Main Street, to **THE POINT AND THE PLACE OF BEGINNING.**

**CONTAINING** 77,630 square feet or 1.782 acres of land more or less.

Subject to all easements, restrictions, reservations, agreements, covenants and rights of way of record.

DESCRIPTION OF PROPERTY  
CITY OF ORANGE  
ESSEX COUNTY, NEW JERSEY

BLOCK 3002, LOT 6, 7, 8, 9, 10, 11, 12, 13 & 14  
PROJECT NO. 20000043A  
DECEMBER 20, 2021  
PAGE 2 | 2



Engineering  
& Design

The foregoing description was prepared by the undersigned surveyor for the firm of Colliers Engineering & Design and is based on the aforementioned ALTA/NSPS Land Title Survey.

---

**Glen Lloyd, PLS**

---

**December 20, 2021**

New Jersey Professional Land Surveyor

License Number GS037598

R:\Projects\2020\20000043A\Survey\Description\Description\_B3002\_L6-14\_211217.docx

6

Survey





7

## Copy of Deeds

**JUAN M. RIVERA, JR**  
**ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES**



Hall of Records  
465 Martin Luther King Jr Blvd  
Room 130  
Newark, NJ 07102  
(973) 621-4960

**\*RETURN DOCUMENT TO:**  
TRENK ISABEL SIDDIQI AND SHAHDANIAN  
P.C.  
290 W. MT PLEASANT AVENUE  
BUILDING 3, SUITE 2350  
LIVINGSTON, NJ 07039-2763  
ATTN: REGINALD JENKINS, JR., ESQ.  
**\*Total Pages - 7**

**Instrument Number - 2023030170**

Recorded On 5/19/2023 At 10:41:42 AM

\* Instrument Type - DEED

Invoice Number - 648693      User ID: BB

\* Grantor - 112 S MAIN LLC

\* Grantee - VA 100 M URBAN RENEWAL, LLC

\* PARCEL IDENTIFICATION NUMBER

Block: 3002 Lot: 6 - ORANGE

**\* FEES**

NJ PRESERVATION ACCOUNT	\$40.00
REGISTER RECORDING FEE	\$50.00
HOMELESSNESS TRUST FUND	\$3.00
CODE BLUE EMERGENCY	\$2.00
SHELTER SERVICES	
TOTAL PAID	\$95.00

I hereby CERTIFY that this document is  
Recorded in the Register of Deeds & Mortgages Office  
of Essex County, New Jersey

Juan M. Rivera, Jr  
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE


**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2023030170



Essex County Recording Data Page Honorable Juan M. Rivera, Jr. Essex County Register 	<i>Official Use Only</i>	
<i>Official Use Only:</i>		
Date of Document:  March 2, 2023	Type of Document:  Deed	
First Party Name:  112 S Main LLC	Second Party Name:  VA 100 M URBAN RENEWAL, LLC	
Additional Parties:		
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>		
Block:  3002	Lot:  6	Qualifier:
Municipality:  City of Orange Township		
Consideration:  \$10.00		
Mailing Address of Grantee:  100 Main Street Orange, New Jersey 07050		
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION          ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>		
Original Book:	Original Page:	
<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.		

**Record & Return To:**

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**



Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2<sup>nd</sup> day of March, 2023.

**BETWEEN**

**112 S MAIN LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor.

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 6 hereinafter referred to as the "**Property**". The Property is commonly known as 112 Main Street, Orange, New Jersey.

**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

**Being** the Same Land and Premises, which became vested in Grantor by Deed from Peek Properties LLC, dated December 28, 2020 and recorded on March 1, 2021 in the Essex County Register's Office as Instrument No. 2021022831.

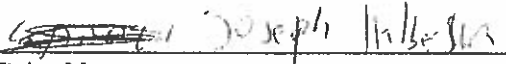
Subject to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.

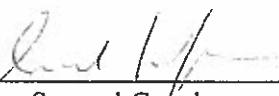
**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY: 

**112 S MAIN LLC**  
a New Jersey limited liability company

  
Print Name: Joseph Halberstam

By:   
Name: Samuel Grunbaum  
Title: Member

STATE OF NEW <sup>York</sup>JERSEY }  
                                } ss:  
COUNTY OF ~~ESSEX~~ }  
                                } <sup>King</sup>

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of 112 S MAIN LLC a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of 112 S MAIN LLC, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026



**EXHIBIT A**

**Legal Description**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the City of Orange, County Essex, and State of New Jersey:

**BEGINNING** on the south side of South Main Street, at the northwesterly corner of land now or recently of John S. Seward and formerly Jabez Freeman, deceased:

**THENCE** along the said land of said Seward, South 44-1/2 degrees West, 290 feet 10 inches, more or less, to the northerly line of the Morris and Essex Railroad as established by Deed from said Jones to said Railroad dated 6-12-1916, and recorded in p. 57-297:

**THENCE** along said line of said Railroad Company, North 46 degrees 49 minutes West, 49 feet 6 inches to land conveyed by John Nicol to Ann Lindsley and now owned by Doctor George W. Richards;

**THENCE** along the line of land conveyed to said Lindsley, the wife to Nelson Lindsley, North 44 1/2 degrees East, 291 feet, more or less, to South Main Street:

**THENCE** along said South Main Street, South 46 degrees 37 minutes East, 49 feet 6 inches to the BEGINNING.

NOTE FOR INFORMATION ONLY: Being commonly known as 112 Main Street, Orange Township, NJ a/k/a Tax Lot 6, Tax Block 3002 on the Official Tax Map of the City of Orange Township, NJ.

GIT/REP-3  
(2-21)  
(Print or Type)

### State of New Jersey Seller's Residency Certification/Exemption

#### Seller's Information

Name(s)  
112 S MAIN LLC  
Current Street Address  
100 Main Street  
City, Town, Post Office  
Orange  
State  
NJ  
ZIP Code  
07050

#### Property Information

Block(s)  
3002  
Lot(s)  
6  
Qualifier  
Street Address  
112 Main Street  
City, Town, Post Office  
Orange  
State  
NJ  
ZIP Code  
07050  
Seller's Percentage of Ownership  
100  
Total Consideration  
\$10.00  
Owner's Share of Consideration  
\$10.00  
Closing Date  
March 2, 2023

#### Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

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 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.
8.  Seller did not receive non-like kind property.
9.  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.
10.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11.  The deed is dated prior to August 1, 2004, and was not previously recorded.
12.  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.
13.  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.
14.  The property transferred is a cemetery plot.
15.  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.
16.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

#### 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.

March 2, 2023  
Date  
112 S MAIN STREET  
Signature (Seller) Samuel Grunbaum, Member  
Indicate if Power of Attorney or Attorney in Fact  
Date  
Signature (Seller)  
Indicate if Power of Attorney or Attorney in Fact



STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ 10
RTF paid by seller	\$
Date 3/2/22	By B.J.

COUNTY ESSEX } SS. County Municipal Code 0717

MUNICIPALITY OF PROPERTY LOCATION City of Orange Township

\*Use symbol "C" to indicate that fee is exclusively for county use

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

Deponent, Samuel Grunbaum, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer in a deed dated March 2, 2023 transferring real property identified as Block number 3002 Lot number 6 located at 112 Main Street Orange and annexed thereto.

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side) [ ] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

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

(4) FULL 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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. 8(a) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [ ] 62 years of age or over. (Instruction #9 on reverse side for A or B)
  - B. BLIND PERSON Grantor(s) [ ] legally blind or, [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed
  - DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
 Owned and occupied by grantor(s) at time of sale  Resident of State of New Jersey  
 One or two-family residential premises.  Owners as joint tenants must all qualify

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.  
 Affordable according to HUD standards  Reserved for occupancy  
 Meets income requirements of region.  Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.  
 Entirely new improvement  Not previously occupied  
 Not previously used for any purpose.  "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.  
 No prior mortgage assumed or to which property is subject at time of sale.  
 No contributions to capital by either grantor or grantee legal entity  
 No stock or money exchanged by or between grantor or grantee legal entities

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)  
 Intercompany transfer between combined group members as part of the unitary business  
 Combined group NU ID number (Required)

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 2 day of March 2023  
Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

Signature of Deponent: [Signature]  
112 S MAIN LLC Grantor Name  
100 Main Street, Orange, NJ Grantor Address at Time of Sale  
xxx-xx-x 840 Last three digits in Grantor's Social Security Number  
Reginald Jenkins, Jr., Esq. Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County 65SPX
Deed Number	Book Page
Deed Dated 3/2/22	Date Recorded 12

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

**JUAN M. RIVERA, JR**  
**ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES**



Hall of Records  
465 Martin Luther King Jr Blvd  
Room 130  
Newark, NJ 07102  
(973) 621-4960

\*RETURN DOCUMENT TO:  
TRENK ISABEL SIDDIQI AND SHAHDANIAN  
P.C.  
290 W. MT PLEASANT AVENUE  
BUILDING 3, SUITE 2350  
LIVINGSTON, NJ 07039-2763  
ATTN: REGINALD JENKINS, JR., ESQ.  
**\*Total Pages - 7**

**Instrument Number - 2023030177**

Recorded On 5/19/2023 At 10:49:45 AM

\* Instrument Type - DEED

Invoice Number - 648693      User ID: BB

\* Grantor - 96 S MAIN LLC

\* Grantee - VA 100 M URBAN RENEWAL, LLC

\* PARCEL IDENTIFICATION NUMBER

Block: 3002 Lot: 9 - ORANGE

\* FEES

NJ PRESERVATION ACCOUNT	\$40.00
REGISTER RECORDING FEE	\$50.00
HOMELESSNESS TRUST FUND	\$3.00
CODE BLUE EMERGENCY	\$2.00
SHELTER SERVICES	
TOTAL PAID	\$95.00

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of Essex County, New Jersey

Juan M. Rivera, Jr  
Register of Deeds & Mortgages

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**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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INSTRUMENT NUMBER - 2023030177

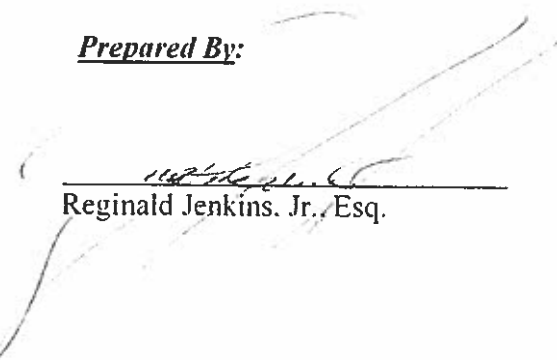


Essex County Recording Data Page Honorable Juan M. Rivera, Jr. Essex County Register	Official Use Only	
Official Use Only:		
Date of Document:  March 2, 2023	Type of Document:  Deed	
First Party Name:  96 S MAIN LLC	Second Party Name:  VA 100 M URBAN RENEWAL, LLC	
Additional Parties:		
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>		
Block:  3002	Lot:  9	Qualifier:
Municipality:  City of Orange Township		
Consideration:  \$10.00		
Mailing Address of Grantee:  100 Main Street Orange, New Jersey 07050		
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION          ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>		
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Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**

  
\_\_\_\_\_  
Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2<sup>nd</sup> day of March, 2023.

**BETWEEN**

**96 S MAIN LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor.

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 9 hereinafter referred to as the "**Property**". The Property is commonly known as 96 Main Street, Orange, New Jersey.

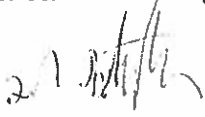
**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

**Being** the Same Land and Premises which became vested in Grantor by Deed from 96 Main Street Orange NJ, LLC, dated June 26, 2020 and recorded on July 13, 2020 in the Essex County Register's Office as Instrument No. 2020064045.

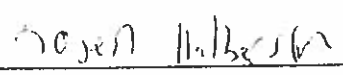
**SUBJECT** to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.

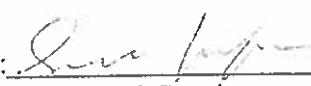
**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a “covenant as to grantor’s acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY: 

**96 S MAIN LLC**  
a New Jersey limited liability company

  
\_\_\_\_\_  
Print Name: Joseph Halberstam

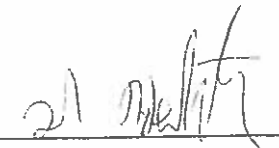
By:   
\_\_\_\_\_  
Name: Samuel Grunbaum  
Title: Member

STATE OF NEW JERSEY }  
                              } ss:  
COUNTY OF ~~ESSEX~~ }  
                              } <sup>King</sup>

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of **96 S MAIN LLC** a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of **96 S MAIN LLC**, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

  
\_\_\_\_\_

## **EXHIBIT A**

### **Legal Description**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the City of Orange, County Essex, and State of New Jersey:

**BEGINNING** at a point in the southerly Right of Way Line of Main Street, said point being located 45.43 feet northwesterly from the intersection formed by the southerly Right of Way Line of Main Street (35.00 feet wide) (formerly South Main Street) and northwesterly Right of Way of Prince Street (35.00 feet wide); running thence

1. North 51 degrees 30 minutes 00 seconds West, along the southerly Right of Way of Main Street for a distance of 44.00 feet to a point; thence
2. South 39 degrees 37 minutes 00 seconds West, for a distance of 118.25 feet to a point; thence
3. South 51 degrees 30 minutes 00 seconds East, for a distance of 44.00 feet to a point; thence
4. North 39 degrees 37 minutes 00 seconds East, for a distance of 118.25 feet to the point and place of **BEGINNING**.

**NOTE FOR INFORMATION ONLY:** Being commonly known as 96 Main Street, Orange Township, NJ a/k/a Tax Lot 9, Tax Block 3002 on the Official Tax Map of the City of Orange Township, NJ.

GIT/REP-3  
(2-21)  
(Print or Type)

State of New Jersey  
Seller's Residency Certification/Exemption

Seller's Information

Name(s)  
96 S MAIN LLC  
Current Street Address  
100 Main Street  
City, Town, Post Office  
Orange  
State  
NJ  
ZIP Code  
07050

Property Information

Block(s)  
3002  
Lot(s)  
9  
Qualifier  
Street Address  
96 Main Street  
City, Town, Post Office  
Orange  
State  
NJ  
ZIP Code  
07050  
Seller's Percentage of Ownership  
100  
Total Consideration  
\$10.00  
Owner's Share of Consideration  
\$10.00  
Closing Date  
March 2, 2023

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

- 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 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 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.
- 15.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
- 16.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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.

March 2, 2023  
Date  
96 S MAIN LLC  
Samuel Grunbaum  
Signature (Seller) Indicate if Power of Attorney or Attorney in Fact  
By: Samuel Grunbaum, Member  
\_\_\_\_\_  
Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ 10
RTF paid by seller	\$
Date	2/14/23 By B.P.

COUNTY ESSEX } SS. County Municipal Code 0717

MUNICIPALITY OF PROPERTY LOCATION City of Orange Township

\*Use symbol "C" to indicate that fee is exclusively for county use

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

Deponent, Samuel Grunbaum, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer in a deed dated March 2, 2023 transferring real property identified as Block number 3002 Lot number 9 located at 96 Main Street, Orange and annexed thereto.

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side) [ ] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

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

(4) FULL 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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. (a) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [ ] 62 years of age or over.
B. BLIND PERSON Grantor(s) [ ] legally blind or.
DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[ ] Owned and occupied by grantor(s) at time of sale
[ ] Resident of State of New Jersey.
[ ] One or two-family residential premises.
[ ] Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- [ ] Affordable according to H.U.D. standards
[ ] Reserved for occupancy
[ ] Meets income requirements of region
[ ] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- [ ] Entirely new improvement
[ ] Not previously occupied.
[ ] Not previously used for any purpose.
[ ] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED

- [ ] No prior mortgage assumed or to which property is subject at time of sale
[ ] No contributions to capital by either grantor or granteo legal entity.
[ ] No stock or money exchanged by or between grantor or granteo legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)

- [ ] Intercompany transfer between combined group members as part of the unitary business
[ ] Combined group NU ID number (Required)

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 2 day of April, 2023. Joseph Halberstam, Notary Public, State of New York, Reg. No. 01HA6437872, Qualified in King County, Commission Expires 08/08/2026.

Signature of Deponent: [Signature]
Grantor Name: 96 S MAIN LLC
Deponent Address: 100 Main Street, Orange, NJ
Grantor Address at Time of Sale: 100 Main Street, Orange, NJ
Last three digits in Grantor's Social Security Number: 840
Name/Company of Settlement Officer: Reginald Jenkins, Jr., Esq.

FOR OFFICIAL USE ONLY	
Instrument Number	County ESSEX
Deed Number	Book
Deed Dated 2/14/23	Date Recorded 2/14/23

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY, PO BOX 251, TRENTON, NJ 08695-0251, ATTENTION: REALTY TRANSFER FEE UNIT



**JUAN M. RIVERA, JR**  
**ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES**



Hall of Records  
465 Martin Luther King Jr Blvd  
Room 130  
Newark, NJ 07102  
(973) 621-4960

**\*RETURN DOCUMENT TO:**  
TRENK ISABEL SIDDIQI AND SHAHDANIAN  
P.C.  
290 W. MT PLEASANT AVENUE  
BUILDING 3, SUITE 2350  
LIVINGSTON, NJ 07039-2763  
ATTN: REGINALD JENKINS, JR., ESQ.  
**\*Total Pages - 8**

**Instrument Number - 2023030176**

Recorded On 5/19/2023 At 10:48:01 AM

\* Instrument Type - DEED

Invoice Number - 648693      User ID: BB

\* Grantor - 100 S MAIN LLC

\* Grantee - VA 100 M URBAN RENEWAL, LLC

\* PARCEL IDENTIFICATION NUMBER

Block: 3002 Lot: 7 - ORANGE

**\* FEES**

NJ PRESERVATION ACCOUNT	\$45.00
REGISTER RECORDING FEE	\$55.00
HOMELESSNESS TRUST FUND	\$3.00
CODE BLUE EMERGENCY	\$2.00
SHELTER SERVICES	
TOTAL PAID	\$105.00

I hereby CERTIFY that this document is  
Recorded in the Register of Deeds & Mortgages Office  
of Essex County, New Jersey

Juan M. Rivera, Jr  
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE


**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2023030176



Essex County Recording Data Page Honorable Juan M. Rivera, Jr. Essex County Register		Official Use Only	
			
Official Use Only:			
Date of Document:		Type of Document:	
March 2, 2023		Deed	
First Party Name:		Second Party Name:	
100 S MAIN LLC		VA 100 M URBAN RENEWAL, LLC	
Additional Parties:			
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>			
Block:	Lot:	Qualifier:	
3002	7, 8		
Municipality:			
City of Orange Township			
Consideration:			
\$10.00			
Mailing Address of Grantee:			
100 Main Street Orange, New Jersey 07050			
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>			
Original Book:		Original Page:	
<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.			

**Record & Return To:**

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**

  
Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2nd day of March, 2023.

**BETWEEN**

**100 S MAIN LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor.

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 7 and 8 hereinafter referred to as the "**Property**". The Property is commonly known as 100 and 106 Main Street, Orange, New Jersey.

**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

**Being** the Same Land and Premises which became vested in Grantor by Deed from Peek Properties LLC, dated December 28, 2020 and recorded on March 1, 2021 in the Essex County Register's Office as Instrument No. 2021022817.

**SUBJECT** to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.

**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY:

**100 S MAIN LLC**  
a New Jersey limited liability  
company

By:   
Name: Samuel Grunbaum  
Title: Member

Print Name: Joseph Halberstam

STATE OF NEW <sup>1-5-26</sup> ~~JERSEY~~ }  
COUNTY OF <sup>King</sup> ~~ESSEX~~ }

} ss:

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of **100 S MAIN LLC** a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of **100 S MAIN LLC**, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

**EXHIBIT A**

**As to Tract 1 (100 Main Street – Block 3002, Lot 8)**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the Township of Orange, County of Essex, and State of New Jersey:

**BEGINNING** on the southerly sideline of Main Street, at the northwesterly corner of land conveyed by Henry B. Freeman and Wife to Thomas H. Norris and John M. Bruce, Jr., in Trust for Charlotte N. Enslin, by Deed Dated the first day of January A.D. 1867 and recorded in Book G-13 of Deeds for said County of Essex on pages 368 et. Seq., from said beginning point: thence

- (1) Continuing along the aforesaid sideline of Main Street, in a westerly direction, 49.50 feet to land, now or formerly, of John M. Randall and Samuel C. Jones: thence
- (2) Continuing along their line in a southwesterly direction, 300.00 feet, more or less, to the line of a strip of land conveyed by said Henry B. Freeman and Wife to the Morris and Essex Railroad Company: thence
- (3) Along the line of said land, in a southeasterly direction, 49.50 feet, to land, now or formerly, of James H. Agen's: thence
- (4) In a northeasterly direction, along said Agen's line and the line of said land conveyed by said Henry B. Freeman and Wife to the said Thomas H. Norris and John B. Bruce, Jr., in Trust as aforesaid 300.00 feet, more or less, to the aforesaid sideline of Main Street, the point or place of **BEGINNING**.

**NOTE FOR INFORMATION ONLY:** Being commonly known as 100 Main Street, East Orange, NJ a/k/a Tax Lot 8, Block 3002 in the Township of Orange, County of Essex, State of New Jersey.

**As to Tract 2 (106 Main Street – Block 3002, Lot 7):**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the Township of Orange, County of Essex, and State of New Jersey:

**BEGINNING** on the southerly sideline of Main Street at the northeasterly corner of a lot, now or formerly, of John Nicol, from said beginning point: thence

- (1) Continuing along the southerly sideline of Main Street, in a southeasterly direction, 49.50 feet: thence
- (2) In a southwesterly direction, parallel with the westerly boundary line of the premises hereby described and the lot, now or formerly, of John Nicol, above-mentioned 293.09 feet to land of the Morris and Essex Railroad Company: thence
- (3) Continuing along the same, in a westerly direction, 49.50 feet to a lot, now or formerly of John Nicol: thence
- (4) In a northerly direction, along said Nicol's Lot, 293.36 feet to the southerly sideline of Main Street, the point and place of **BEGINNING**.

NOTE FOR INFORMATION ONLY: Being commonly known as 106 Main Street, East Orange, NJ a/k/a Tax Lot 7, Block 3002 in the Township of Orange, County of Essex, State of New Jersey.

GIT/REP-3  
(2-21)  
(Print or Type)

State of New Jersey  
Seller's Residency Certification/Exemption

**Seller's Information**

Name(s)  
100 S MAIN LLC  
Current Street Address  
100 Main Street  
City, Town, Post Office  
Orange State NJ ZIP Code 07050

**Property Information**

Block(s)  
3002 Lot(s) 7, 8 Qualifier  
Street Address  
106 Main Street and 100 Main Street  
City, Town, Post Office  
Orange State NJ ZIP Code 07050

Seller's Percentage of Ownership  
100 Total Consideration \$10.00 Owner's Share of Consideration \$10.00 Closing Date March 2, 2023

**Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)**

- 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 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.
- 8.  Seller did not receive non-like kind property.
- 9.  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.
- 10.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 11.  The deed is dated prior to August 1, 2004, and was not previously recorded.
- 12.  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.
- 13.  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.
- 14.  The property transferred is a cemetery plot.
- 15.  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.
- 16.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
- 17.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

**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.

March 2, 2023

100 S MAIN LLC

*Samuel Grunbaum*

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

By: Samuel Grunbaum, Member

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY ESSEX } SS. County Municipal Code 0717

FOR RECORDER'S USE ONLY	
Consideration	\$ <u>10.00</u>
RTF paid by seller	\$ <u>0.00</u>
Date	<u>7/1/2023</u>
By	<u>BJ</u>

\*Use symbol "C" to indicate that fee is exclusively for county use

MUNICIPALITY OF PROPERTY LOCATION City of Orange Township

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

Deponent, Samuel Grunbaum being duly sworn according to law upon his/her oath, (Name)  
deposes and says that he/she is the Corporate Officer in a deed dated March 2, 2023 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 3002 Lot number 7 and 8 located at  
100 and 106 Main Street, Orange and annexed thereto  
(Street Address, Town)

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject.

(3) Property transferred is Class 4A  4B  4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

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

(4) FULL 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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
B(a) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over \* (Instruction #9 on reverse side for A or B)
- B.  BLIND PERSON Grantor(s)  legally blind or \*
- DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria  
 Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.  
 One or two-family residential premises  Owners as joint tenants must all qualify.

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C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Affordable according to H.U.D. standards
- Reserved for occupancy
- Meets income requirements of region.
- Subject to resale controls

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Entirely new improvement
- Not previously occupied.
- Not previously used for any purpose.
- "NEW CONSTRUCTION" printed clearly at top of first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity
- No stock or money exchanged by or between grantor or grantee legal entities

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)

- Intercompany transfer between combined group members as part of the unitary business
- Combined group NU ID number (Required) \_\_\_\_\_

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 21 day of August, 2023  
Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

Samuel Grunbaum  
Signature of Deponent  
100 Main Street, Orange, NJ  
Deponent Address  
xxx-xx-x 840  
Last three digits in Grantor's Social Security Number  
100 S MAIN LLC  
Grantor Name  
100 Main Street, Orange, NJ  
Grantor Address at Time of Sale  
Reginald Jenkins, Jr., Esq  
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>ESSEX</u>
Deed Number	Book _____ Page _____
Deed Dated	Date Recorded <u>7/1/2023</u>



**JUAN M. RIVERA, JR**  
**ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES**



Hall of Records  
465 Martin Luther King Jr Blvd  
Room 130  
Newark, NJ 07102  
(973) 621-4960

**\*RETURN DOCUMENT TO:**  
TRENK ISABEL SIDDIQI AND SHAHDANIAN  
P.C.  
290 W. MT PLEASANT AVENUE  
BUILDING 3, SUITE 2350  
LIVINGSTON, NJ 07039-2763  
ATTN: REGINALD JENKINS, JR., ESQ.  
**\*Total Pages - 7**

**Instrument Number - 2023030178**

Recorded On 5/19/2023 At 10:51:00 AM

\* Instrument Type - DEED

Invoice Number - 648693      User ID: BB

\* Grantor - 90 S MAIN, LLC

\* Grantee - VA 100 M URBAN RENEWAL, LLC

\* PARCEL IDENTIFICATION NUMBER

Block: 3002 Lot: 10 - ORANGE

**\* FEES**

NJ PRESERVATION ACCOUNT	\$40.00
REGISTER RECORDING FEE	\$50.00
HOMELESSNESS TRUST FUND	\$3.00
CODE BLUE EMERGENCY	\$2.00
SHELTER SERVICES	
TOTAL PAID	\$95.00

I hereby CERTIFY that this document is  
Recorded in the Register of Deeds & Mortgages Office  
of Essex County, New Jersey

Juan M. Rivera, Jr  
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE


**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2023030178

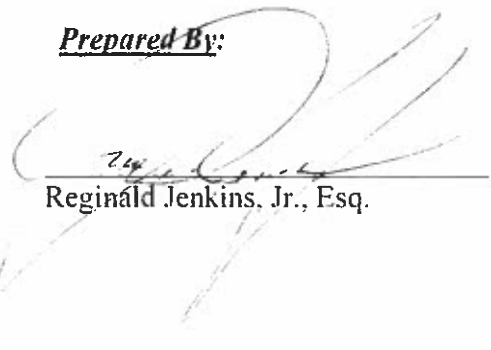


<b>Essex County Recording Data Page</b> Honorable Juan M. Rivera, Jr. Essex County Register 	<i>Official Use Only</i>	
<i>Official Use Only</i>		
Date of Document: <p style="text-align: center;">March 2, 2023</p>	Type of Document: <p style="text-align: center;">Deed</p>	
First Party Name: <p style="text-align: center;">90 S MAIN, LLC</p>	Second Party Name: <p style="text-align: center;">VA 100 M URBAN RENEWAL, LLC</p>	
Additional Parties:		
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>		
Block: <p style="text-align: center;">3002</p>	Lot: <p style="text-align: center;">10</p>	Qualifier:
Municipality: <p style="text-align: center;">City of Orange Township</p>		
Consideration: <p style="text-align: center;">\$10.00</p>		
Mailing Address of Grantee: <p style="text-align: center;">100 Main Street          Orange, New Jersey 07050</p>		
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION          ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>		
Original Book:	Original Page:	
<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		

**Record & Return To:**

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**

  
Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2<sup>nd</sup> day of March, 2023.

**BETWEEN**

**90 S MAIN, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor.

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 10 hereinafter referred to as the "**Property**". The Property is commonly known as 92 Main Street, Orange, New Jersey.

**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

**Being** the Same Land and Premises which became vested in Grantor by Deed from Enid Dyal, dated November 19, 2020 and recorded on December 15, 2020 in the Essex County Register's Office as Instrument No. 2020125625.

**SUBJECT** to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.

**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY:

**90 S MAIN, LLC**

a New Jersey limited liability company

Joseph Halberstam  
Print Name: Joseph Halberstam


By: Samuel Grunbaum  
Name: Samuel Grunbaum  
Title: Member

<sup>York</sup>  
STATE OF NEW JERSEY }  
<sup>Essex</sup> } ss:  
COUNTY OF ~~ESSEX~~ }

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of **90 S MAIN, LLC** a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of **90 S MAIN, LLC**, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

<b>Essex County Recording Data Page</b> Honorable Juan M. Rivera, Jr. Essex County Register				<i>Official Use Only</i>	
<i>Official Use Only:</i>					
Date of Document: <p style="text-align: center;">March 2, 2023</p>		Type of Document: <p style="text-align: center;">Deed</p>			
First Party Name: <p style="text-align: center;">SR 13 PRINCE LLC</p>		Second Party Name: <p style="text-align: center;">VA 100 M URBAN RENEWAL, LLC</p>			
Additional Parties:					
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>					
Block: <p style="text-align: center;">3002</p>		Lot: <p style="text-align: center;">11</p>	Qualifier:		
Municipality: <p style="text-align: center;">City of Orange Township</p>					
Consideration: <p style="text-align: center;">\$10.00</p>					
Mailing Address of Grantee: <p style="text-align: center;">100 Main Street Orange, New Jersey 07050</p>					
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>					
Original Book:		Original Page:			
<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.					



**Record & Return To:**

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**

  
Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2<sup>nd</sup> day of March, 2023,

**BETWEEN**

**SR 13 PRINCE LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor,

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 11 hereinafter referred to as the "**Property**". The Property is commonly known as 13 Prince Street, Orange, New Jersey.

**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

**Being** the Same Land and Premises which became vested in Grantor by Deed from Newark Property Owner 2 LLC, dated July 23, 2020 and recorded on August 5, 2020 in the Essex County Register's Office as Instrument No. 2020073679.






**SUBJECT** to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.


**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY: 

**SR 13 PRINCE LLC**  
a New Jersey limited liability company

Joseph Halberstam  
Print Name: Joseph Halberstam

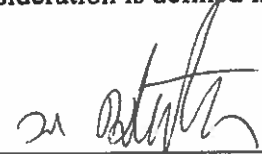
By:   
Name: Samuel Grunbaum  
Title: Member

STATE OF NEW <sup>York</sup> JERSEY }  
                  <sup>King</sup>  } ss:  
COUNTY OF ~~ESSEX~~ }

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of **SR 13 PRINCE LLC** a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of **SR 13 PRINCE LLC**, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

  
\_\_\_\_\_



**EXHIBIT A**

**Legal Description**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the City of Orange, County Essex, and State of New Jersey:

BEGINNING in the westerly line of Prince Street at a point in a line drawn parallel with the northerly side of the house situated on the tract conveyed by this indenture-the said parallel line being one inch northerly from the north face of the corner boards of the said house-running; thence

1. Along Prince Street South 34 degrees 52 minutes West, 26 feet and one-half inch to the northeast corner of what was formerly the Central Presbyterian Church parsonage lot; thence
2. Along said parsonage lot North 48 degrees 48 minutes West, 113 feet and two inches to land of Egbert C. Seibert; thence
3. Along his land North 41 degrees 45 minutes East, 25 feet and nine inches to land recently of one William B. Arnold; thence
4. Along his land and land of Mary E Ward formerly of John Freeman South 48 degrees 57 minutes East, 109.00 feet to the BEGINNING.

NOTE FOR INFORMATION: Being Lot(s) 11, Block 3002, Tax Map of the City of orange, County of Essex.



GIT/REP-3  
(2-21)  
(Print or Type)

## State of New Jersey Seller's Residency Certification/Exemption

### Seller's Information

Name(s)  
**SR 13 PRINCE LLC**

---

Current Street Address  
**100 Main Street**

---

City, Town, Post Office <b>Orange</b>	State <b>NJ</b>	ZIP Code <b>07050</b>
--	--------------------	--------------------------

### Property Information

Block(s) <b>3002</b>	Lot(s) <b>11</b>	Qualifier
-------------------------	---------------------	-----------

---

Street Address  
**13 Prince Street**

---

City, Town, Post Office <b>Orange</b>	State <b>NJ</b>	ZIP Code <b>07050</b>
--	--------------------	--------------------------

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Seller's Percentage of Ownership <b>100</b>	Total Consideration <b>\$10.00</b>	Owner's Share of Consideration <b>\$10.00</b>
		Closing Date <b>March 2, 2023</b>

### Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

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 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 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.
15.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

### 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.

<u>March 2, 2023</u> Date	<u>SR 13 PRINCE LLC</u>  Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact
	By: Samuel Grunbaum, Member	
Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact



STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER  
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 48:15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY ESSEX } SS. County Municipal Code 0717

FOR RECORDER'S USE ONLY  
Consideration \$ 10  
RTP paid by seller \$ \_\_\_\_\_  
Date 2/19/2023 By BB

MUNICIPALITY OF PROPERTY LOCATION City of Orange Township \*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Samuel Grunbaum being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Corporate Officer in a deed dated March 2, 2023 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 3002 Lot number 11 located at  
13 Prince Street, Orange and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

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

(4) FULL 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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
8(a) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 178, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over. \* (Instruction #9 on reverse side for A or B)
- B.  BLIND PERSON Grantor(s)  legally blind or;
- DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
 Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.  
 One or two-family residential premises.  Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Affordable according to H.U.D. standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Entirely new improvement
- Not previously used for any purpose.
- Not previously occupied.
- "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED (Instruction #15 on reverse side)

- Intercompany transfer between combined group members as part of the unitary business
- Combined group NU ID number (Required) \_\_\_\_\_

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me Joseph Haiberstam  
this 2 day of March, 2023

Samuel Grunbaum  
Signature of Deponent

SR 13 PRINCE LLC  
Grantor Name

100 Main Street, Orange, NJ  
Deponent Address

100 Main Street, Orange, NJ  
Grantor Address at Time of Sale

840  
Last three digits in Grantor's Social Security Number

Reginald Jenkins, Jr., Esq.  
Name/Company of Settlement Officer

Joseph Haiberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

FOR OFFICIAL USE ONLY  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated 2/2/2023 Date Recorded 2/19/2023





**JUAN M. RIVERA, JR**  
**ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES**



Hall of Records  
465 Martin Luther King Jr Blvd  
Room 130  
Newark, NJ 07102  
(973) 621-4960

**\*RETURN DOCUMENT TO:**  
TRENK ISABEL SIDDIQI AND SHAHDANIAN  
P.C.  
290 W. MT PLEASANT AVENUE  
BUILDING 3, SUITE 2350  
LIVINGSTON, NJ 07039-2763  
ATTN: REGINALD JENKINS, JR., ESQ.  
**\*Total Pages - 7**

**Instrument Number - 2023030181**

Recorded On 5/19/2023 At 10:54:00 AM

\* Instrument Type - DEED

Invoice Number - 648693      User ID: BB

\* Grantor - VA 15 PRINCE LLC

\* Grantee - VA 100 M URBAN RENEWAL, LLC

\* PARCEL IDENTIFICATION NUMBER

Block: 3002 Lot: 12 - ORANGE

**\* FEES**

NJ PRESERVATION ACCOUNT	\$40.00
REGISTER RECORDING FEE	\$50.00
HOMELESSNESS TRUST FUND	\$3.00
CODE BLUE EMERGENCY	\$2.00
SHELTER SERVICES	
TOTAL PAID	\$95.00

I hereby CERTIFY that this document is  
Recorded in the Register of Deeds & Mortgages Office  
of Essex County, New Jersey

Juan M. Rivera, Jr  
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

**Do Not Detach**


THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2023030181





<b>Essex County Recording Data Page</b> Honorable Juan M. Rivera, Jr. Essex County Register	 Official Use Only	
Official Use Only:		
Date of Document: <p style="text-align: center;">March 2, 2023</p>	Type of Document: <p style="text-align: center;">Deed</p>	
First Party Name: <p style="text-align: center;">VA 15 PRINCE LLC</p>	Second Party Name: <p style="text-align: center;">VA 100 M URBAN RENEWAL, LLC</p>	
Additional Parties:		
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>		
Block: <p style="text-align: center;">3002</p>	Lot: <p style="text-align: center;">12</p>	Qualifier:
Municipality: <p style="text-align: center;">City of Orange Township</p>		
Consideration: <p style="text-align: center;">\$10.00</p>		
Mailing Address of Grantee: <p style="text-align: center;">100 Main Street Orange, New Jersey 07050</p>		
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>		
Original Book:	Original Page:	
<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		



**Record & Return To:**

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**

  
Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2<sup>nd</sup> day of March, 2023,

**BETWEEN**

**VA 15 PRINCE LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor,

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 12 hereinafter referred to as the "**Property**". The Property is commonly known as 15 Prince Street, Orange, New Jersey.

**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

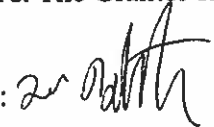
**Being** the Same Land and Premises which became vested in Grantor by Deed from Hans Attys, unmarried man, made on October 17, 2020 and delivered on October 21, 2020 and recorded on October 27, 2020 in the Essex County Register's Office as Instrument No. 2020106034.




**SUBJECT** to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.


**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY: 

**VA 15 PRINCE LLC**  
a New Jersey limited liability company

  
Print Name: Joseph Halberstam

By:   
Name: Samuel Grunbaum  
Title: Member

STATE OF NEW <sup>York</sup>JERSEY }  
                  <sup>King</sup>                  } ss:  
COUNTY OF ~~ESSEX~~ }

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of **VA 15 PRINCE LLC** a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of **VA 15 PRINCE LLC**, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

  
\_\_\_\_\_





**EXHIBIT A**

**Legal Description**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the City of Orange, County Essex, and State of New Jersey:

**BEGINNING** at a point in the northwesterly line of Prince Street distant 148.23 feet southwesterly from its intersection with the southwesterly line of Main Street, and running thence;

1. South 32 degrees 33 minutes 00 seconds west 52.91 feet to a point; thence
2. North 49 degrees 15 minutes 00 seconds west 122.78 feet to a point; thence
3. North 42 degrees 33 minutes 00 seconds east 52.38 feet to a point; thence
4. South 49 degrees 15 minutes 00 seconds east 113.40 feet to the point and place of **BEGINNING**.

**FOR INFORMATION ONLY: BEING** Lot 12 in Block 3002 on the official tax map of the City of Orange, County of Essex, State of New Jersey.

Subject to what an accurate survey would disclose.



GIT/REP-3  
(2-21)  
(Print or Type)

State of New Jersey  
Seller's Residency Certification/Exemption

**Seller's Information**

Name(s)  
VA 15 PRINCE LLC  
Current Street Address  
100 Main Street  
City, Town, Post Office  
Orange State NJ ZIP Code 07050

**Property Information**

Block(s) 3002 Lot(s) 12 Qualifier  
Street Address  
15 Prince Street  
City, Town, Post Office  
Orange State NJ ZIP Code 07050

Seller's Percentage of Ownership 100 Total Consideration \$10.00 Owner's Share of Consideration \$10.00 Closing Date March 2, 2023

**Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)**

- 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 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.
- 8.  Seller did not receive non-like kind property.
- 9.  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.
- 10.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 11.  The deed is dated prior to August 1, 2004, and was not previously recorded.
- 12.  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.
- 13.  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.
- 14.  The property transferred is a cemetery plot.
- 15.  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.
- 16.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
- 17.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

**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.

March 2, 2023 Date Signature (Seller) VA 15 PRINCE LLC Indicate if Power of Attorney or Attorney In Fact  
By: Samuel Grunbaum, Member  
Date Signature (Seller) Indicate if Power of Attorney or Attorney In Fact



STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF NEW JERSEY

COUNTY ESSEX } SS. County Municipal Code 0717

FOR RECORDER'S USE ONLY  
Consideration \$ 10  
RTF paid by seller \$ 3  
Date 5/14/2023 By BP

\*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Samuel Grunbaum being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Corporate Officer in a deed dated March 2, 2023 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 3002 Lot number 12 located at  
15 Prince Street, Orange and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #5A and #7 on reverse side)  
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_  
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL 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 C. 68, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
8(a) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 178, P.L. 1975, C. 113, P.L. 2004, and C. 68, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  82 years of age or over. \* (Instruction #9 on reverse side for A or B)
- B.  BLIND PERSON Grantor(s)  legally blind or;
- DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
 Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.  
 One or two-family residential premises.  Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Affordable according to H.U.D. standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Entirely new improvement
- Not previously occupied.
- Not previously used for any purpose.
- "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)

- Intercompany transfer between combined group members as part of the unitary business
- Combined group NU ID number (Required)

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me on March 20, 2023  
this 20 day of March, 2023  
Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

Reginald Jenkins, Jr., Esq.  
Signature of Deponent  
Grantor Name  
100 Main Street, Orange, NJ  
Deponent Address  
Grantor Address at Time of Sale  
840  
Last three digits in Grantor's Social Security Number  
208 30 30181  
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY  
Instrument Number \_\_\_\_\_ County ESSEX  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated 5/14/2023 Date Recorded 5/19/2023

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:  
[www.state.nj.us/treasury/taxation/rtf/localtax.htm](http://www.state.nj.us/treasury/taxation/rtf/localtax.htm)



**JUAN M. RIVERA, JR**  
**ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES**



Hall of Records  
465 Martin Luther King Jr Blvd  
Room 130  
Newark, NJ 07102  
(973) 621-4960

**\*RETURN DOCUMENT TO:**  
TRENK ISABEL SIDDIQI AND SHAHDANIAN  
P.C.  
290 W. MT PLEASANT AVENUE  
BUILDING 3, SUITE 2350  
LIVINGSTON, NJ 07039-2763  
ATTN: REGINALD JENKINS, JR., ESQ.  
**\*Total Pages - 7**

**Instrument Number - 2023030182**

Recorded On 5/19/2023 At 10:55:50 AM

\* Instrument Type - DEED

Invoice Number - 648693      User ID: BB

\* Grantor - 21 PRINCE ST LLC

\* Grantee - VA 100 M URBAN RENEWAL, LLC

\* PARCEL IDENTIFICATION NUMBER

Block: 3002 Lot: 13 - ORANGE

**\* FEES**

NJ PRESERVATION ACCOUNT	\$40.00
REGISTER RECORDING FEE	\$50.00
HOMELESSNESS TRUST FUND	\$3.00
CODE BLUE EMERGENCY	\$2.00
SHELTER SERVICES	
TOTAL PAID	\$95.00

I hereby CERTIFY that this document is  
Recorded in the Register of Deeds & Mortgages Office  
of Essex County, New Jersey

Juan M. Rivera, Jr  
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT


\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2023030182







<b>Essex County Recording Data Page</b> Honorable Juan M. Rivera, Jr. Essex County Register				<i>Official Use Only</i>	
<i>Official Use Only:</i>					
Date of Document: <p style="text-align: center;">March 2, 2023</p>		Type of Document: <p style="text-align: center;">Deed</p>			
First Party Name: <p style="text-align: center;">21 PRINCE ST LLC</p>		Second Party Name: <p style="text-align: center;">VA 100 M URBAN RENEWAL, LLC</p>			
Additional Parties:					
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>					
Block: <p style="text-align: center;">3002</p>		Lot: <p style="text-align: center;">13</p>	Qualifier:		
Municipality: <p style="text-align: center;">City of Orange Township</p>					
Consideration: <p style="text-align: center;">\$10.00</p>					
Mailing Address of Grantee: <p style="text-align: center;">100 Main Street Orange, New Jersey 07050</p>					
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>					
Original Book:			Original Page:		
<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.					



**Record & Return To:**

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**



Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2<sup>nd</sup> day of March, 2023.

**BETWEEN**

**21 PRINCE ST LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor.

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 13 hereinafter referred to as the "**Property**". The Property is commonly known as 21 Prince Street, Orange, New Jersey.


**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

**Being** the Same Land and Premises which became vested in Grantor by Deed from Diane Reynolds, unmarried, dated as of May 19<sup>th</sup>, 2022 and recorded on May 31, 2022 in the Essex County Register's Office as Instrument No. 2022052692.


**SUBJECT** to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.

**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY: 

**21 PRINCE ST LLC**  
a New Jersey limited liability company

  
Print Name: Joseph Halberstam

By:   
Name: Samuel Grunbaum  
Title: Member

STATE OF NEW <sup>York</sup> JERSEY }  
                          k-sj } ss:  
COUNTY OF ~~ESSEX~~ }

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of **21 PRINCE ST LLC** a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of **21 PRINCE ST LLC**, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

  
\_\_\_\_\_

**EXHIBIT A**

**Legal Description**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the City of Orange, County Essex, and State of New Jersey:

**BEGINNING** in the westerly side of Prince Street at a point distant 247.49 feet southerly from the intersection of the westerly side of Prince Street and the southerly side of South Main Street; thence

1. North 48 degrees 58 minutes 30 seconds West. 129.76 feet to the line of land now or formerly of Edgar Seibert: thence
2. North 44 degrees 11 minutes 30 seconds East. 45.95 feet to a point: thence
3. South 48 degrees 58 minutes 30 seconds East. 122.27 feet to the westerly side of Prince Street: thence
4. Along the westerly side of Prince Street. South 34 degrees 52 minutes West. 46.15 feet to the point and place of **BEGINNING**.

**TOGETHER** with and subject of the driveway easement in and to the driveway located on the northerly side of said premises.

FOR INFORMATION ONLY: Being commonly known as 21 Prince Street, Orange, NJ a/k/a Tax Lot 13 in Block 3002 on the official tax map of the Orange Township, County of Essex, State of New Jersey.

GIT/REP-3  
(2-21)  
(Print or Type)

## State of New Jersey Seller's Residency Certification/Exemption

### Seller's Information

Name(s)  
**21 PRINCE ST LLC**

Current Street Address  
**100 Main Street**

City, Town, Post Office  
**Orange** State **NJ** ZIP Code **07050**

### Property Information

Block(s)  
**3002** Lot(s) **13** Qualifier

Street Address  
**21 Prince Street**

City, Town, Post Office  
**Orange** State **NJ** ZIP Code **07050**

Seller's Percentage of Ownership <b>100</b>	Total Consideration <b>\$10.00</b>	Owner's Share of Consideration <b>\$10.00</b>	Closing Date <b>March 2, 2023</b>
--	---------------------------------------	--	--------------------------------------

### Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

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 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 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.
15.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

### 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.

March 9, 2023

21 PRINCE ST LLC

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

By: Samuel Grunbaum, Member

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

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

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ 70
RTF paid by seller	\$
Date	7/19/2022
By	BP

COUNTY ESSEX } SS. County Municipal Code 0717

MUNICIPALITY OF PROPERTY LOCATION City of Orange Township

\*Use symbol "C" to indicate that fee is exclusively for county use

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

Deponent, Samuel Grunbaum being duly sworn according to law upon his/her oath, (Name) Samuel Grunbaum in a deed dated March 2, 2023 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 3002 Lot number 13 located at 21 Prince Street, Orange and annexed thereto (Street Address, Town)

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

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

(4) FULL 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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

B(a) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over \* (Instruction #9 on reverse side for A or B)
  - B. BLIND PERSON Grantor(s)  legally blind or \*
  - DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed \*
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
- Owned and occupied by grantor(s) at time of sale.
  - Resident of State of New Jersey.
  - One or two-family residential premises.
  - Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Affordable according to HUD standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- Entirely new improvement.
- Not previously occupied.
- Not previously used for any purpose.
- NEW CONSTRUCTION printed clearly at top of first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED (Instruction #15 on reverse side)

- Intercompany transfer between combined group members as part of the unitary business
- Combined group NU ID number (Required) \_\_\_\_\_

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006

Subscribed and sworn to before me this 7 day of July, 2022  
  
Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

Samuel Grunbaum  
Signature of Deponent  
100 Main Street, Orange, NJ  
Deponent Address  
21 PRINCE LLC  
Grantor Name  
100 Main Street, Orange, NJ  
Grantor Address at Time of Sale  
Reginald Jenkins, Jr., Esq.  
Name/Company of Settlement Officer  
Last three digits in Grantor's Social Security Number 740

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>ESSEX</u>
Deed Number	Book <u>2023030182</u>
Deed Dated <u>7/7/2022</u>	Date Recorded <u>5/19/2022</u>

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

**JUAN M. RIVERA, JR**  
**ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES**



Hall of Records  
465 Martin Luther King Jr Blvd  
Room 130  
Newark, NJ 07102  
(973) 621-4960

\*RETURN DOCUMENT TO:  
TRENK ISABEL SIDDIQI AND SHAHDANIAN  
P.C.  
290 W. MT PLEASANT AVENUE  
BUILDING 3, SUITE 2350  
LIVINGSTON, NJ 07039-2763  
ATTN: REGINALD JENKINS, JR., ESQ.  
**\*Total Pages - 7**

**Instrument Number - 2023030184**

Recorded On 5/19/2023 At 10:57:28 AM

\* Instrument Type - DEED

Invoice Number - 648693      User ID: BB

\* Grantor - VA 27 PRINCE LLC

\* Grantee - VA 100 M URBAN RENEWAL, LLC

\* PARCEL IDENTIFICATION NUMBER

Block: 3002 Lot: 14 - ORANGE

\* FEES

NJ PRESERVATION ACCOUNT	\$40.00
REGISTER RECORDING FEE	\$50.00
HOMELESSNESS TRUST FUND	\$3.00
CODE BLUE EMERGENCY	\$2.00
SHELTER SERVICES	
TOTAL PAID	\$95.00

I hereby CERTIFY that this document is  
Recorded in the Register of Deeds & Mortgages Office  
of Essex County, New Jersey

Juan M. Rivera, Jr  
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

**Do Not Detach**


THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2023030184





Essex County Recording Data Page Honorable Juan M. Rivera, Jr. Essex County Register	 <i>Official Use Only</i>	
<i>Official Use Only:</i>		
Date of Document: <p style="text-align: center;">March 2, 2023</p>	Type of Document: <p style="text-align: center;">Deed</p>	
First Party Name: <p style="text-align: center;">VA 27 PRINCE LLC</p>	Second Party Name: <p style="text-align: center;">VA 100 M URBAN RENEWAL, LLC</p>	
Additional Parties:		
<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>		
Block: <p style="text-align: center;">3002</p>	Lot: <p style="text-align: center;">14</p>	Qualifier:
Municipality: City of Orange Township		
Consideration: \$10.00		
Mailing Address of Grantee: 100 Main Street Orange, New Jersey 07050		
<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING &amp; PAGING INFORMATION          ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES &amp; OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</b>		
Original Book:	Original Page:	
<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		

**Record & Return To:**

Reginald Jenkins, Jr., Esq.  
Trenk Isabel Siddiqi and Shahdanian P.C.  
290 W. Mt. Pleasant Avenue  
Building 3, Suite 2350  
Livingston, New Jersey 07039  
Roseland, New Jersey 07068

**Prepared By:**



Reginald Jenkins, Jr., Esq.

**DEED**

**THIS DEED** made this 2<sup>nd</sup> day of March, 2023.

**BETWEEN**

**VA 27 PRINCE LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantor,

**AND**

**VA 100 M URBAN RENEWAL, LLC**, a New Jersey limited liability company, whose address is 100 Main Street, Orange, New Jersey 07050, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys the Property (as defined below) to the Grantee. This transfer is made for the sum of one dollar (\$10.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map References.** (N.J.S.A. 46:15-2.1) City of Orange Township, County of Essex, Block 3002, Lot 14 hereinafter referred to as the "**Property**". The Property is commonly known as 27 Prince Street, Orange, New Jersey.

**Property.** The Property consists of the land and all buildings, structures and improvements contained on the property, and is located in the City of Orange Township, County of Essex and State of New Jersey. The legal description for the Property is attached hereto as **Exhibit A**, and made a part hereof.

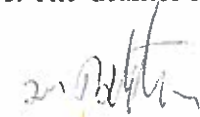
**Being** the Same Land and Premises which became vested in Grantor by Deed from Alberta Lorraine Jones, unmarried, dated June 29, 2021 and recorded on July 14, 2021 in the Essex County Register's Office as Instrument No. 2021085096.

**SUBJECT** to any operative easements, agreements, covenants, conditions, reservations, and restrictions of records and such state of facts as an accurate survey or inspection of the premises would disclose.

**Promises by Grantor.** The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the Property being transferred (such as a mortgage or entering a judgment against the Grantor).

**Signature.** The Grantor signs this Deed as of the day and year first above written.

WITNESS BY:



**VA 27 PRINCE LLC**

a New Jersey limited liability company

Joseph Halberstam  
Print Name: Joseph Halberstam

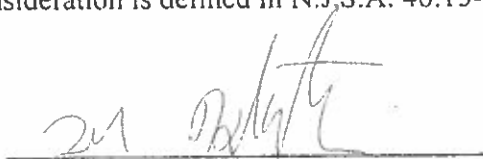
By: Samuel Grunbaum  
Name: Samuel Grunbaum  
Title: Member

~~STATE OF NEW JERSEY~~ }  
101153 } ss:  
COUNTY OF ESSEX }

I CERTIFY that on March 2, 2023, Samuel Grunbaum, the Member of **VA 27 PRINCE LLC** a New Jersey limited liability company, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Member of **VA 27 PRINCE LLC**, a New Jersey limited liability company, the entity named in this Deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.).

Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026



## **EXHIBIT A**

### **Legal Description**

**ALL** that certain lot, piece or parcel of land, situate, lying and being in the City of Orange, County Essex, and State of New Jersey:

**BEGINNING** at a point in the westerly line of Prince Street distant 247.49 feet southerly from the southerly line of South Main Street running: thence

1. Along the westerly line of Prince Street South 34 degrees 25 minutes West 1.69 feet to a point of curve: thence
2. Still along Prince Street on a curve curving to the right having a radius of 1,128.78 feet for a distance of 52.59 feet to land of Morris & Essex Railroad: thence
3. Along that land North 47 degrees 41 minutes West 136.62 feet to land now or formerly belonging to Edgar Seilbert: thence
4. Along his land North 44 degrees 01 minute East 53.58 feet to land now or formerly belonging to Thomas V. Agens: thence
5. Along his land South 47 degrees 48 minutes East 128.57 feet to the westerly line of Prince Street and point of BEGINNING.

NOTE FOR INFORMATION: Being Lot(s) 14, Block 3002, Tax Map of the City of Orange, County of Essex.

GIT/REP-3  
(2-21)  
(Print or Type)

State of New Jersey  
Seller's Residency Certification/Exemption

**Seller's Information**

Name(s)  
VA 27 PRINCE LLC  
Current Street Address  
100 Main Street  
City, Town, Post Office State ZIP Code  
Orange NJ 07050

**Property Information**

Block(s) Lot(s) Qualifier  
3002 14  
Street Address  
27 Prince Street  
City, Town, Post Office State ZIP Code  
Orange NJ 07050

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	\$10.00	\$10.00	March 2, 2023

**Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)**

- 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 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.
- 8.  Seller did not receive non-like kind property.
- 9.  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.
- 10.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 11.  The deed is dated prior to August 1, 2004, and was not previously recorded.
- 12.  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.
- 13.  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.
- 14.  The property transferred is a cemetery plot.
- 15.  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.
- 16.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
- 17.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

**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.

March 2, 2023  
Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact  
By: Samuel Grunbaum, Member  
Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER  
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46-15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY ESSEX } SS. County Municipal Code 0717

FOR RECORDER'S USE ONLY  
Consideration \$ 78  
RTF paid by seller \$ \_\_\_\_\_  
Date 3/14/23 By RP

MUNICIPALITY OF PROPERTY LOCATION City of Orange Township \*Use symbol "C" to indicate that fee is exclusively for county use

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

Deponent, Samuel Grunbaum, being duly sworn according to law upon his/her oath, (Name)  
deposes and says that he/she is the Corporate Officer in a deed dated March 2, 2023 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 3002 Lot number 14 located at  
27 Prince Street, Orange and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

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

(4) FULL 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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
B(a) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)  
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over. \* (Instruction #9 on reverse side for A or B)
  - B. { BLIND PERSON Grantor(s)  legally blind or, \*
  - DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
 Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.  
 One or two-family residential premises.  Owners as joint tenants must all qualify

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.  
 Affordable according to HUD standards  Reserved for occupancy  
 Meets income requirements of region  Subject to resale controls

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.  
 Entirely new improvement  Not previously occupied  
 Not previously used for any purpose  'NEW CONSTRUCTION' printed clearly at top of first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.  
 No prior mortgage assumed or to which property is subject at time of sale  
 No contributions to capital by either grantor or grantee legal entity.  
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)  
 Intercompany transfer between combined group members as part of the unitary business  
 Combined group NU ID number (Required) \_\_\_\_\_

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006)

Subscribed and sworn to before me this 7th day of March, 2023  
Joseph Halberstam  
Notary Public, State of New York  
Reg. No. 01HA6437872  
Qualified in King County  
Commission Expires 08/08/2026

Samuel Grunbaum  
Signature of Deponent  
100 Main Street, Orange, NJ  
Deponent Address  
XXX-XX-X 840  
Last three digits in Grantor's Social Security Number  
VA 27 PRINCE LLC  
Grantor Name  
100 Main Street, Orange, NJ  
Grantor Address at Time of Sale  
Reginald Jenkins, Jr., Esq.  
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY  
Instrument Number 5 County ESSEX  
Deed Number 3/2/2023 Book 574 Page 1  
Deed Dated 3/2/2023 Date Recorded 3/14/2023

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to. STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

8

# Narrative Description of Project

**Exhibit 8**  
**Narrative Description of the Project**

100 South Main Street in Orange NJ is a new, ground up construction, multi-family residential development situated on almost two (2) acres of land in the center of Main Street. The plot is an assembly of nine (9) adjacent lots, some of which were abandoned for years. 100 South Main Street will be the cornerstone of the new redeveloped Main Street. The new luxury building containing 307 units will rise (7) stories high and serve as a major physical and economic stimulus to the City, especially the neighboring retail corridor on Main Street located right near City Hall in the center of town. Even though 100 Main Street is only a short walking distance to mass transit, 365 parking spaces are provided for residents and visitors to attract all different demographic populations to the building, including retirees that wish to downsize from a private house, but wouldn't necessarily want to give up the convenience of owning a car.

The building will contain 443,195 SF of space, with over 30,000 SF of amenity spaces. This will include a year-round pool, gym, business center, rooftop deck, kid's center, lounge, 24 hour doorman and many more luxury features. The apartments will include upgraded, high-end finishes as well. The project will have many positive impacts to the community and will enable the City of Orange Township to offer a first-class, luxury apartment building in the heart of its downtown.





# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD

**Block/Lot/Qual:** 3002. 14.      **Tax Account Id:** 2359

**Property Location:** 27 PRINCE STREET      **Property Class:** 2 - Residential

**Owner Name/Address:** VA 27 PRINCE LLC.      **Land Value:** 142,200

27 PRINCE ST      **Improvement Value:** 153,800

ORANGE, NJ 07050      **Exempt Value:** 0

**Total Assessed Value:** 296,000

**Additional Lots:** None

**Deductions:**

**Special Taxing Districts:**

## Taxes

[Make a Payment](#)      [View Tax Rates](#)      [Project Interest](#)

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	2,564.84	0.00	0.00	0.00	PAID
2023	05/01/2023	Tax	2,564.84	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	2,803.12	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>7,932.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	2,313.45	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	2,313.44	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	2,829.56	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	2,802.91	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>10,259.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	2,244.21	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	2,244.20	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	2,383.49	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	2,381.88	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>9,253.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 08/07/23



# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD ▶

Block/Lot/Qual:	3002.13.	Tax Account Id:	2357
Property Location:	21 PRINCE STREET	Property Class:	2 - Residential
Owner Name/Address:	21 PRINCE ST LLC 1449 37TH ST #414 BROOKLYN NY 11218	Land Value:	121,100
		Improvement Value:	388,500
		Exempt Value:	0
		<b>Total Assessed Value:</b>	<b>519,600</b>
Special Taxing Districts:		Additional Lots:	None
		Deductions:	

## Taxes

[Make a Payment](#)   [View Tax Rates](#)   [Project Interest](#)

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	4,502.34	0.00	0.00	0.00	PAID
2023	05/01/2022	Tax	4,502.33	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	4,920.61	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>13,925.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	4,197.73	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	4,197.72	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	4,830.33	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	4,783.56	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>18,009.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	4,072.09	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	4,072.08	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	4,324.82	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	4,321.91	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>16,790.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 08/07/23



# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD ▶

<b>Block/Lot/Qual:</b> 3002.12.	<b>Tax Account Id:</b> 2355
<b>Property Location:</b> 15 PRINCE STREET	<b>Property Class:</b> 2 - Residential
<b>Owner Name/Address:</b> VA 15 PRINCE LLC, 1449 37TH STREET STE#414 BROOKLYN, NY 11218	<b>Land Value:</b> 132,700 <b>Improvement Value:</b> 364,400 <b>Exempt Value:</b> 0
<b>Special Taxing Districts:</b>	<b>Total Assessed Value:</b> 498,100
	<b>Additional Lots:</b> None
	<b>Deductions:</b>

## Taxes

[Make a Payment](#)   [View Tax Rates](#)   [Project Interest](#)

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	4,316.04	0.00	0.00	0.00	PAID
2023	05/01/2023	Tax	4,316.04	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	4,717.01	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>13,349.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	3,080.74	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	3,080.74	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	5,573.75	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	5,528.92	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>17,264.15</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	2,988.53	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	2,988.53	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	3,174.02	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	3,171.88	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>12,322.96</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 06/01/23



# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD ▶

Block/Lot/Qual: 3002. 11.	Tax Account Id: 2353
Property Location: 13 PRINCE STREET	Property Class: 2 - Residential
Owner Name/Address: SR 13 PRINCE LLC. 1449 37TH STREET STE=414 BROOKLYN, NY 11218	Land Value: 94,400 Improvement Value: 101,700 Exempt Value: 0
Special Taxing Districts:	Total Assessed Value: 196,100 Additional Lots: None Deductions:

Balance Includes any Adjustments to Your Account

## Taxes

[Make a Payment](#)    [View Tax Rates](#)    [Project Interest](#)

Year	Due Date	Type	Orig Billed	Adj Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	1,699.21	0.00	0.00	0.00	0.00	PAID
2023	05/01/2023	Tax	1,699.21	0.00	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	1,857.07	0.00	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>5,255.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	1,936.30	0.00	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	1,936.30	0.00	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	1,470.94	0.00	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	1,453.29	0.00	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>6,796.83</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	1,547.54	330.82	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	1,547.53	330.81	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	1,994.92	0.00	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	1,993.58	0.00	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>7,083.57</b>	<b>661.63</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 07/25/23



# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD ▶

Block/Lot/Qual:	3002. 10.	Tax Account Id:	2351
Property Location:	92 MAIN STREET	Property Class:	1 - Vacant Land
Owner Name/Address:	90 S MAIN, LLC, 1449 37TH STREET STE#414 BROOKLYN, NY 11218	Land Value:	150,000
		Improvement Value:	0
		Exempt Value:	0
		Total Assessed Value:	150,000
Special Taxing Districts:		Additional Lots:	None
		Deductions:	

## Taxes

[Make a Payment](#)   [View Tax Rates](#)   [Project Interest](#)

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	1,299.75	0.00	0.00	0.00	PAID
2023	05/01/2023	Tax	1,299.75	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	1,420.50	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>4,020.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	3,632.73	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	3,632.73	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	-1,026.48	0.00	0.00	0.00	
2022	11/01/2022	Tax	-1,039.98	0.00	0.00	0.00	
<b>Total 2022</b>			<b>5,199.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	3,524.00	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	3,524.00	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	3,742.72	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	3,740.20	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>14,530.92</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 07/25/23



# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD ▶

Block/Lot/Qual: 3002. 9.	Tax Account Id: 2349
Property Location: 96 MAIN STREET	Property Class: 2 - Residential
Owner Name/Address: 96 S MAIN LLC, 1449 27TH STREET STE#414 BROOKLYN, NY 11218	Land Value: 119,400 Improvement Value: 283,100 Exempt Value: 0
Special Taxing Districts:	Total Assessed Value: 402,500
	Additional Lots: None
	Deductions:

Balance Includes any Adjustments to Your Account

## Taxes

[Make a Payment](#)    [View Tax Rates](#)    [Project Interest](#)

Year	Due Date	Type	Orig Billed	Adj Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	3,487.67	0.00	0.00	0.00	0.00	PAID
2023	05/01/2023	Tax	3,487.66	0.00	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	3,811.68	0.00	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>10,787.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	4,749.72	0.00	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	4,749.71	0.00	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	2,243.73	0.00	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	2,207.49	0.00	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>13,950.65</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	2,523.15	2,084.41	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	2,523.15	2,084.40	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	4,893.52	0.00	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	4,890.23	0.00	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>14,830.05</b>	<b>4,168.81</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 07/25/23



# WELCOME TO THE CITY OF ORANGE TOWNSHIP

## MOVING ORANGE FORWARD

<b>Block/Lot/Qual:</b> 3002. 8.	<b>Tax Account Id:</b> 2347
<b>Property Location:</b> 100 MAIN STREET	<b>Property Class:</b> 4C - Apartment
<b>Owner Name/Address:</b> 100 S MAIN LLC, 1449 37TH ST, #414 BROOKLYN, NY 11218	<b>Land Value:</b> 400,000 <b>Improvement Value:</b> 520,000 <b>Exempt Value:</b> 0
<b>Special Taxing Districts:</b>	<b>Total Assessed Value:</b> 920,000 <b>Additional Lots:</b> None <b>Deductions:</b>

### Taxes

[Make a Payment](#)

[View Tax Rates](#)

[Project Interest](#)

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	7,971.80	0.00	0.00	0.00	PAID
2023	05/01/2023	Tax	7,971.80	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	8,712.40	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>24,656.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	6,709.14	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	6,709.13	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	9,275.87	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	9,193.06	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>31,887.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	6,508.33	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	6,508.32	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	6,912.27	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	6,907.62	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>26,836.54</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 08/01/23



# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD

Block/Lot/Qual:	3002. 7.	Tax Account Id:	2345
Property Location:	106 MAIN STREET	Property Class:	4C - Apartment
Owner Name/Address:	100 S MAIN LLC, 1449 37TH ST, #114 BROOKLYN, NY 11218	Land Value:	300,000
		Improvement Value:	420,000
		Exempt Value:	0
		Total Assessed Value:	720,000
Special Taxing Districts:		Additional Lots:	None
		Deductions:	

## Taxes

[Make a Payment](#)

[View Tax Rates](#)

[Project Interest](#)

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	6,238.80	0.00	0.00	0.00	PAID
2023	05/01/2022	Tax	6,238.80	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	6,818.40	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>19,296.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	4,343.67	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	4,343.67	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	8,166.33	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	8,101.53	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>24,955.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	4,213.66	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	4,213.66	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	4,475.19	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	4,472.17	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>17,374.68</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 08/01/23





# WELCOME TO THE CITY OF ORANGE TOWNSHIP

MOVING  
ORANGE FORWARD ▶

**Block/Lot/Qual:** 3002. 6. **Tax Account Id:** 2342

**Property Location:** 112 MAIN STREET **Property Class:** 1 - Vacant Land **Land Value:** 250,000

**Owner Name/Address:** VA 100 M URBAN RENEWAL, LLC **Improvement Value:** 0

100 S MAIN ST **Exempt Value:** 0

ORANGE, NJ 07050 **Total Assessed Value:** 250,000

**Special Taxing Districts:** **Additional Lots:** None **Deductions:**

## Taxes

[Make a Payment](#)

[View Tax Rates](#)

[Project Interest](#)

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	2,166.25	0.00	0.00	0.00	PAID
2023	05/01/2023	Tax	2,166.25	0.00	0.00	0.00	PAID
2023	08/01/2023	Tax	2,367.50	0.00	0.00	0.00	PAID
<b>Total 2023</b>			<b>6,700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2022	02/01/2022	Tax	2,890.00	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	2,890.00	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	1,453.75	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	1,431.25	0.00	0.00	0.00	PAID
<b>Total 2022</b>			<b>8,665.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
2021	02/01/2021	Tax	2,803.50	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	2,803.50	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	2,977.50	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	2,975.50	0.00	0.00	0.00	PAID
<b>Total 2021</b>			<b>11,560.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

Last Payment: 07/25/23

9

Site Plan as Approved  
by Planning Board









**Michael E. Dupont, P.E.**  
 2001 S. 10th Street  
 Tallahassee, FL 32310  
 904.209.1234  
 904.209.1235

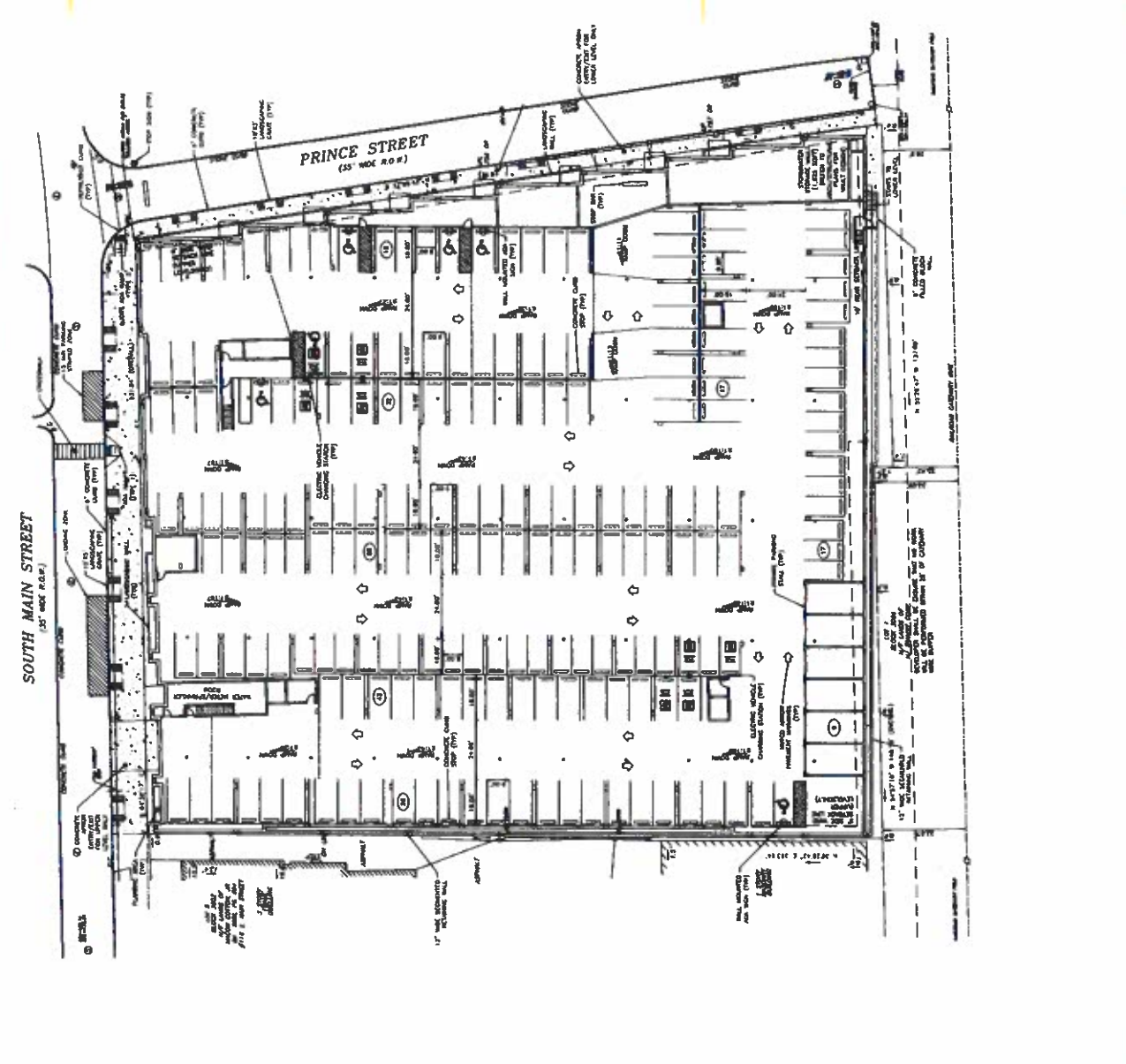
**CONTRACTOR:**  
 PRINCE STREET  
 MULTI-FAMILY BUILDING  
 1001 SOUTH MAIN STREET  
 TALLAHASSEE, FL 32309  
 904.209.1234

**DATE:**  
 01/15/2019

**PROJECT:**  
 PRINCE STREET  
 MULTI-FAMILY BUILDING

**SCALE:**  
 1" = 10'-0"

**C-03A**







*[Handwritten signature]*

Michael E. ...  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1887, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1888, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1889, LLC  
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 Tampa, FL 33609  
 813-281-1111

VA 1890, LLC  
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 Tampa, FL 33609  
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VA 1891, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
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VA 1892, LLC  
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VA 1893, LLC  
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 Tampa, FL 33609  
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VA 1894, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1895, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1896, LLC  
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 Tampa, FL 33609  
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VA 1897, LLC  
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 Tampa, FL 33609  
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VA 1898, LLC  
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VA 1899, LLC  
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 Tampa, FL 33609  
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VA 1900, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

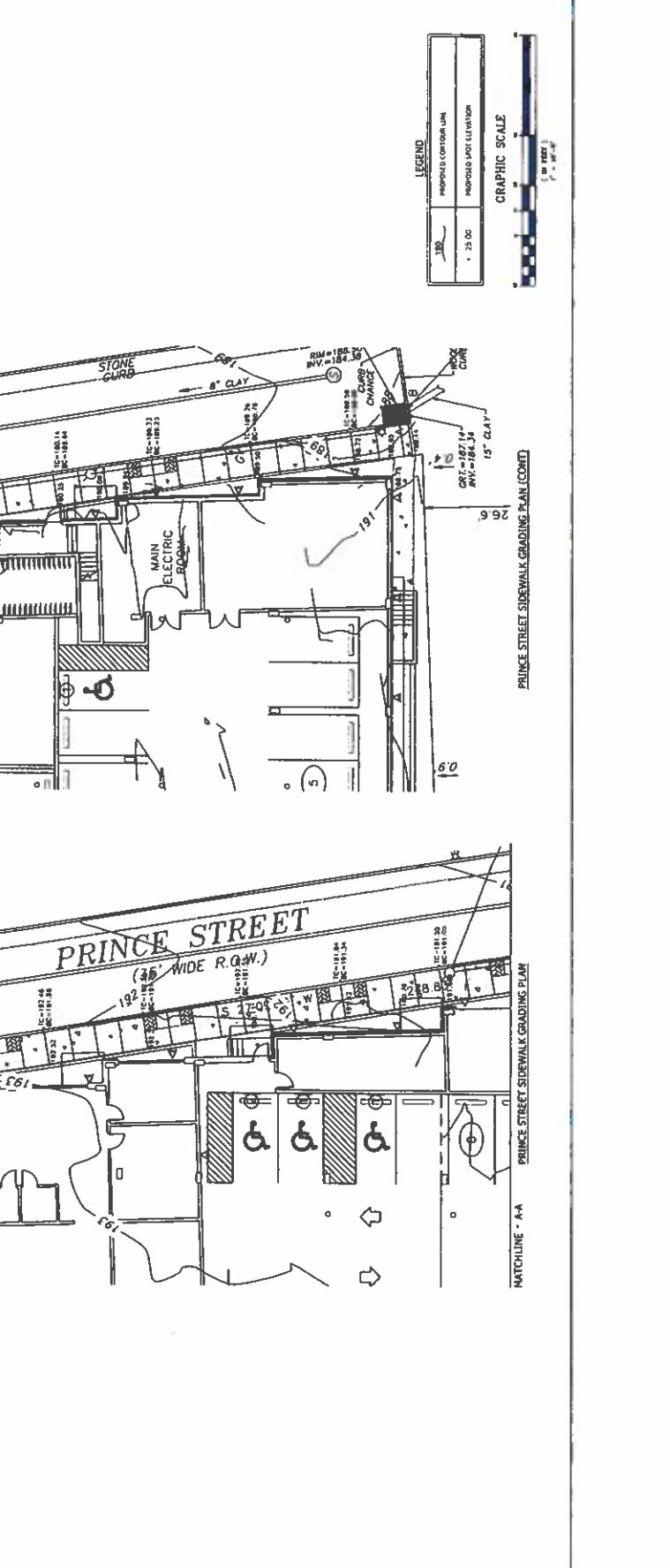
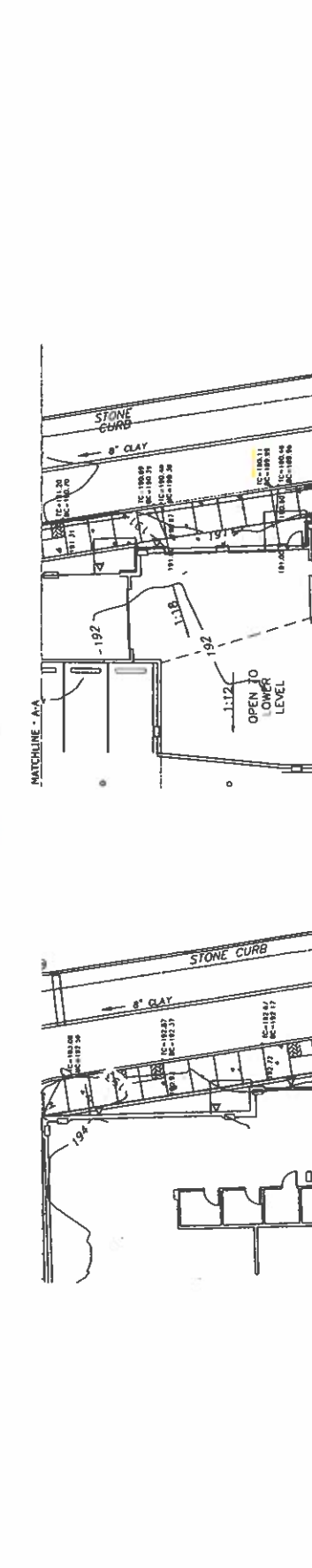
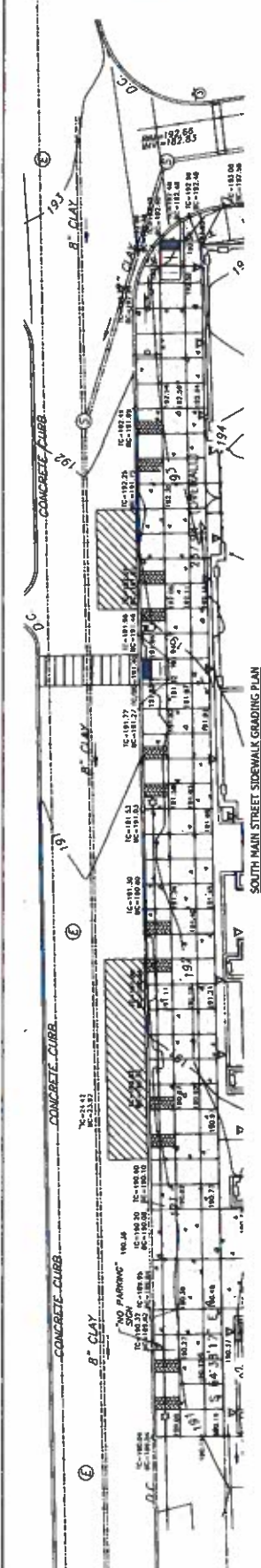
VA 1901, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1902, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1903, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1904, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111

VA 1905, LLC  
 1000 27th Street, Suite 414  
 Tampa, FL 33609  
 813-281-1111



LEGEND  
 - - - - - PROPOSED CURB LINE  
 + 25.00 PROPOSED SPOT ELEVATION

GRAPHIC SCALE  
 1" = 25.00'  
 1" = 10.00'

C-04A







LANDSCAPE ARCHITECTURE  
2117 J STREET, N.W., SUITE 100  
WASHINGTON, DC 20037  
PHONE: (202) 462-1111  
WWW.L2A.COM



*[Signature]*  
Michael E. Doyle, P.E.  
The City of Washington  
Professional Engineer License No. 1544  
Exp. 12/31/2022

DATE: 07/27/2021  
PROJECT: 1544  
DRAWING: 1544-01  
SCALE: 1/8" = 1'-0"  
SHEET: 1 OF 1

OWNER: SOUTH MAIN STREET  
1544 J STREET, N.W., SUITE 100  
WASHINGTON, DC 20037  
PHONE: (202) 462-1111  
WWW.L2A.COM

DESIGNER: L2A LANDSCAPE ARCHITECTURE  
1544 J STREET, N.W., SUITE 100  
WASHINGTON, DC 20037  
PHONE: (202) 462-1111  
WWW.L2A.COM

CHECKED BY: J. [Name]  
DATE: 07/27/2021

DATE: 07/27/2021  
PROJECT: 1544  
DRAWING: 1544-01  
SCALE: 1/8" = 1'-0"  
SHEET: 1 OF 1

DATE: 07/27/2021  
PROJECT: 1544  
DRAWING: 1544-01  
SCALE: 1/8" = 1'-0"  
SHEET: 1 OF 1

DATE: 07/27/2021  
PROJECT: 1544  
DRAWING: 1544-01  
SCALE: 1/8" = 1'-0"  
SHEET: 1 OF 1

DATE: 07/27/2021  
PROJECT: 1544  
DRAWING: 1544-01  
SCALE: 1/8" = 1'-0"  
SHEET: 1 OF 1

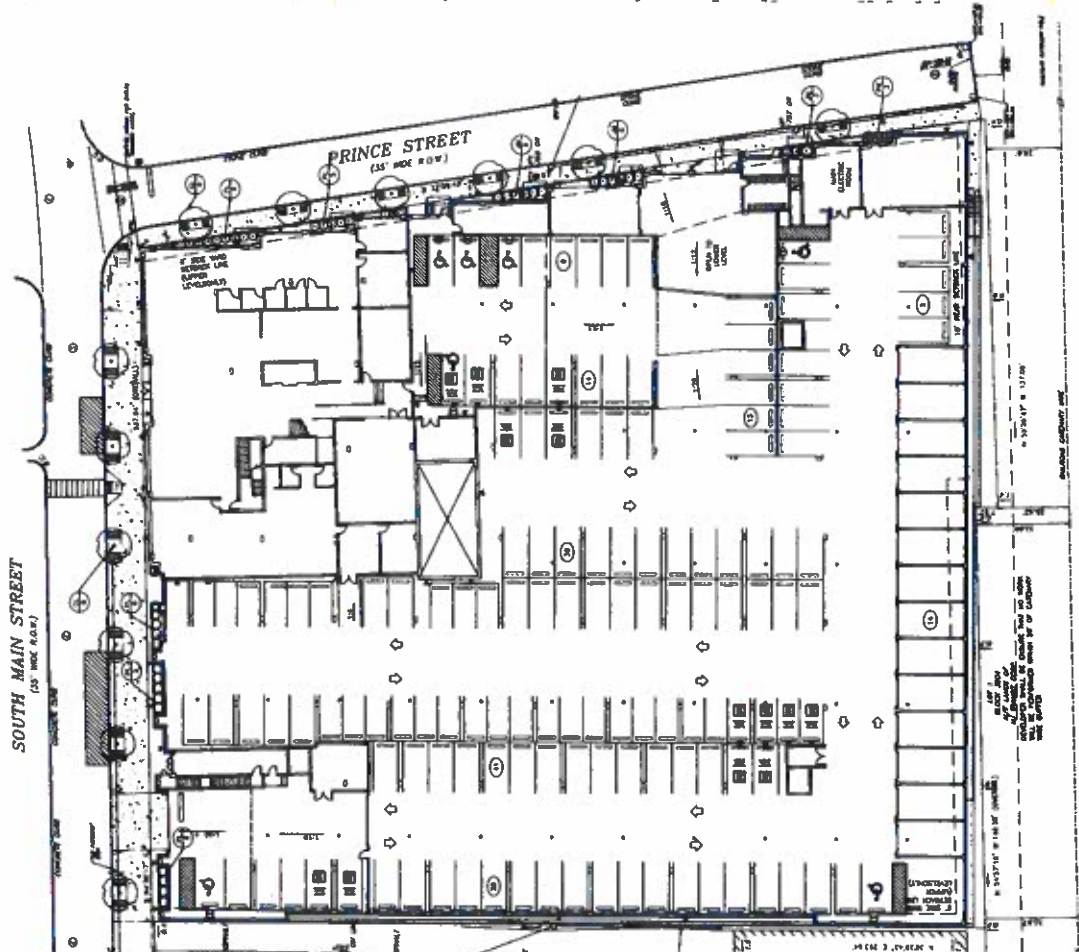
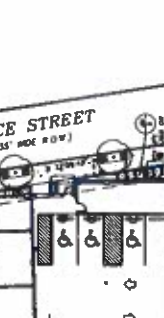
**PLANTING SPECIFICATIONS**

1. ALL PLANTING SHALL BE ACCORDING TO THE INFORMATION PROVIDED HEREON, INCLUDING THE SPECIFICATIONS, NOTES, AND ANY OTHER INFORMATION RELAYED FROM THE CONTRACTOR TO THE PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT OF COLUMBIA AND THE ADJACENT JURISDICTIONS.
3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA PLANTING SPECIFICATIONS AND THE ADJACENT JURISDICTIONS.
4. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA PLANTING SPECIFICATIONS AND THE ADJACENT JURISDICTIONS.
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18. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA PLANTING SPECIFICATIONS AND THE ADJACENT JURISDICTIONS.
19. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA PLANTING SPECIFICATIONS AND THE ADJACENT JURISDICTIONS.
20. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA PLANTING SPECIFICATIONS AND THE ADJACENT JURISDICTIONS.

**LEGEND**

SYMBOL	DESCRIPTION
⊙	PLANTING SPECIFICATION
○	PLANTING SPECIFICATION
⊛	PLANTING SPECIFICATION

**GRAPHIC SCALE**

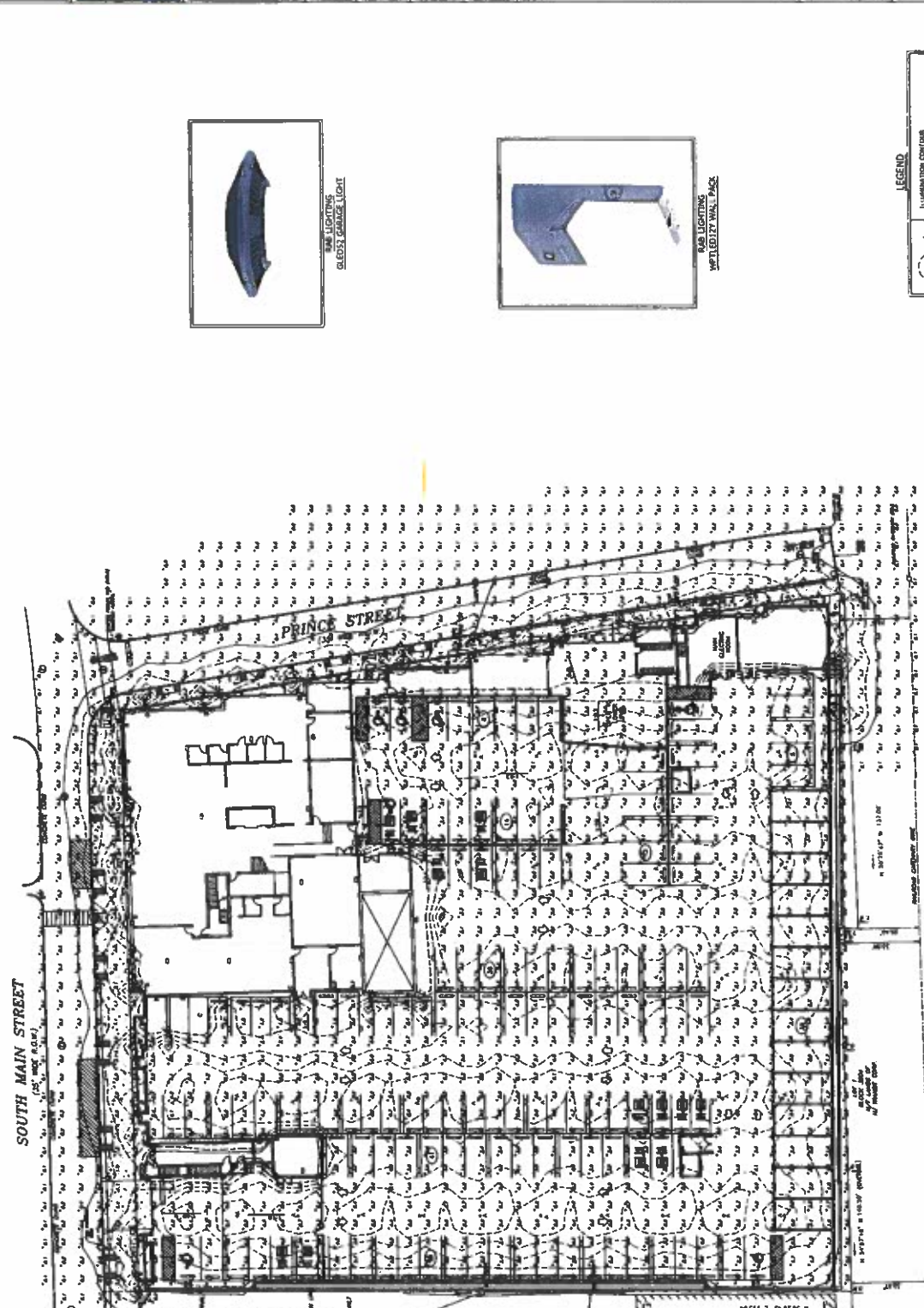


SYMBOL	COMMON NAME	PLANTING DATE	SIZE	QTY
⊙	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY
○	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY
⊛	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY

SYMBOL	COMMON NAME	PLANTING DATE	SIZE	QTY
⊙	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY
○	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY
⊛	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY

SYMBOL	COMMON NAME	PLANTING DATE	SIZE	QTY
⊙	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY
○	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY
⊛	PLANTING SPECIFICATION	PLANTING DATE	SIZE	QTY

DATE: 07/27/2021  
PROJECT: 1544  
DRAWING: 1544-01  
SCALE: 1/8" = 1'-0"  
SHEET: 1 OF 1



**SOUTH MAIN STREET**  
(32' wide street)

**PRINCE STREET**



**LEGEND**

○	ILLUMINATION CONTOUR
△	ILLUMINATION LINE IN FOOTCANDLES
○	PROPOSED WALL MOUNTED LIGHT
○	PROPOSED CEILING LIGHT

**GRAPHIC SCALE**

1" = 20'-0"

**LUMINAIRE SCHEDULE**

SYMBOL	ARRANGEMENT	QTY	MANUFACTURER	PRODUCT CODE	WATTAGE	WATTAGE	WATTAGE	WATTAGE
○	SINGLE	43	RHM	CEILING MOUNTED (7' x 4')	14.0	14.0	14.0	14.0
△	SINGLE	24	RHM	WALL MOUNTED (14" x 14")	13.5	13.5	13.5	13.5
△	SINGLE	4	RHM	WALL MOUNTED (14" x 14")	13.5	13.5	13.5	13.5
△	SINGLE	1	RHM	WALL MOUNTED (14" x 14")	13.5	13.5	13.5	13.5





**SOIL EROSION & SEDIMENT CONTROL PLAN**

**PROJECT:** USBOOB LAND, BOONTON SUBSTRATUM 0 TO 8 PERCENT SLOPES, RED SANDSTONE LOWLAND

**CLIENT:** USBOOB LAND, BOONTON SUBSTRATUM 0 TO 8 PERCENT SLOPES, RED SANDSTONE LOWLAND

**DATE:** 10/20/2017

NO.	DESCRIPTION
1	APPROVED
2	APPROVED
3	APPROVED
4	APPROVED
5	APPROVED
6	APPROVED
7	APPROVED
8	APPROVED
9	APPROVED
10	APPROVED

**DESIGNER:** NICKEL & DICKER, P.E.  
1000 WEST 10TH STREET, SUITE 114  
DENVER, CO 80202

**SOIL EROSION & SEDIMENT CONTROL PLAN**

**DATE:** 10/20/2017

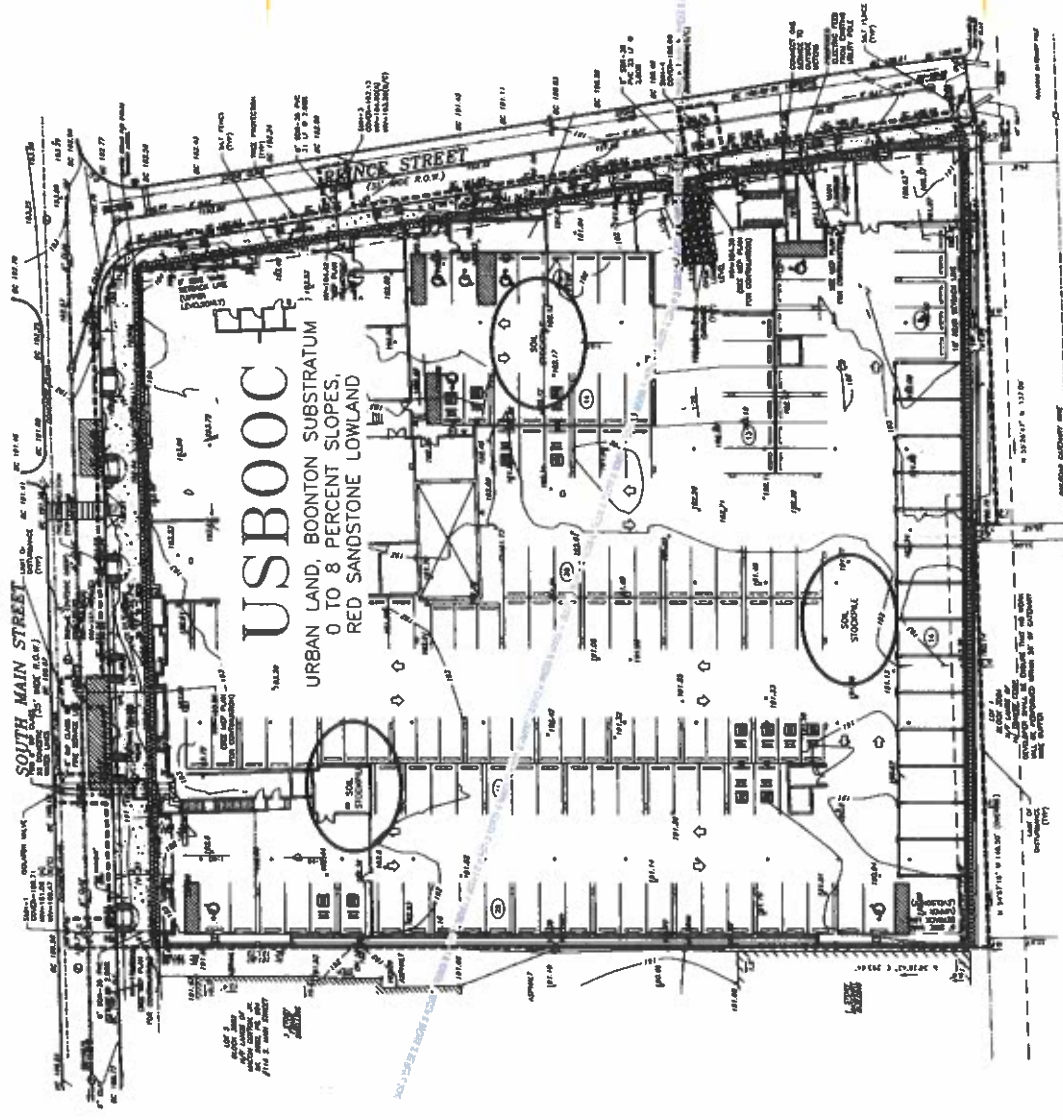
**SCALE:** 1" = 40'

**SOIL STABILIZATION AND MAINTENANCE NOTES:**

1. SOIL STABILIZATION SHALL BE PERFORMED ON ALL EXPOSED SOIL SURFACES THAT ARE NOT TO BE INSTALLED WITHIN 14 DAYS OF EXPOSURE.
2. SOIL STABILIZATION SHALL BE PERFORMED ON ALL EXPOSED SOIL SURFACES THAT ARE NOT TO BE INSTALLED WITHIN 14 DAYS OF EXPOSURE.
3. SOIL STABILIZATION SHALL BE PERFORMED ON ALL EXPOSED SOIL SURFACES THAT ARE NOT TO BE INSTALLED WITHIN 14 DAYS OF EXPOSURE.
4. SOIL STABILIZATION SHALL BE PERFORMED ON ALL EXPOSED SOIL SURFACES THAT ARE NOT TO BE INSTALLED WITHIN 14 DAYS OF EXPOSURE.
5. SOIL STABILIZATION SHALL BE PERFORMED ON ALL EXPOSED SOIL SURFACES THAT ARE NOT TO BE INSTALLED WITHIN 14 DAYS OF EXPOSURE.
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14. SOIL STABILIZATION SHALL BE PERFORMED ON ALL EXPOSED SOIL SURFACES THAT ARE NOT TO BE INSTALLED WITHIN 14 DAYS OF EXPOSURE.
15. SOIL STABILIZATION SHALL BE PERFORMED ON ALL EXPOSED SOIL SURFACES THAT ARE NOT TO BE INSTALLED WITHIN 14 DAYS OF EXPOSURE.

**HUDSON, ESSEX, AND PASSAIC, SCD SOIL EROSION AND SEDIMENT CONTROL NOTES**

1. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
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15. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.



**URBOOB**  
URBAN LAND, BOONTON SUBSTRATUM  
0 TO 8 PERCENT SLOPES,  
RED SANDSTONE LOWLAND

**URBOOB**  
URBAN LAND, BOONTON SUBSTRATUM  
0 TO 8 PERCENT SLOPES,  
BOONTON COMPLEX, RED SANDSTONE  
LOWLAND

**LIMIT OF DISTURBANCE = 84,902 SF (1.95 ACRES)**

**LEGEND**

[Symbol]	17.5% SLOPE (CONSTRUCTION FOOTPRINT)
[Symbol]	SILT FENCE
[Symbol]	LIMIT OF DISTURBANCE
[Symbol]	SILT FENCE
[Symbol]	CONSTRUCTION FENCE

**GRAPHIC SCALE**

1" = 40'







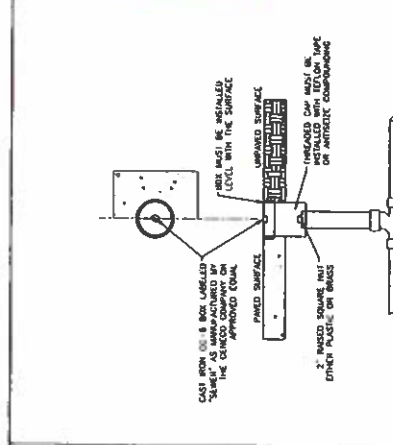
Michael E. Dwyer, P.E.  
 License No. 11212  
 State of North Carolina  
 1903 27th Street, Suite 410  
 Raleigh, NC 27601  
 919-877-1121

JOHN MANICK ARCHITECT, LLC  
 1403 27th Street, Suite 410  
 Raleigh, NC 27601  
 919-877-1121

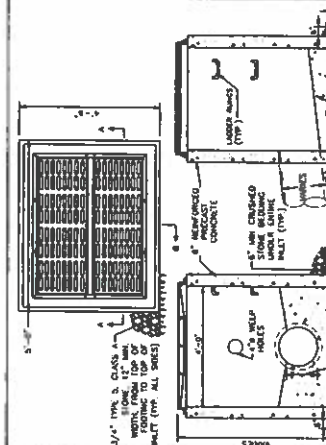
DATE	2/20/2023
PROJECT	100 JOHN A. SUTHERLAND BLVD RALEIGH, NC 27601 213-61-61-01 (000)
SCALE	AS SHOWN
APP	
ACCOMPL	

DETAILS - 3

C-11

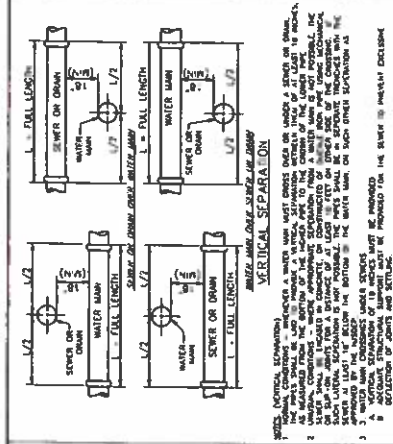


- STANDARD PIPE CLEANOUT**
1. AT LEAST ONE CLEANOUT MUST BE PROVIDED FOR EACH LATERAL.
  2. A CLEANOUT SHALL BE PROVIDED FOR EACH LATERAL BETWEEN THE CURB AND THE SIDEWALK.
  3. AN ORIGINAL, UNPAID FOR AND UNOPENED MANHOLE COVER AND CLEANOUT SHALL BE THE PROPERTY OF THE CITY OF RALEIGH.
  4. THE LOCATION OF ALL CLEANOUTS MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
  5. ALL CLEANOUTS LOCATED WITHIN PAVEMENT OR CONCRETE MUST BE PROTECTED WITH A CO-8 BOX.

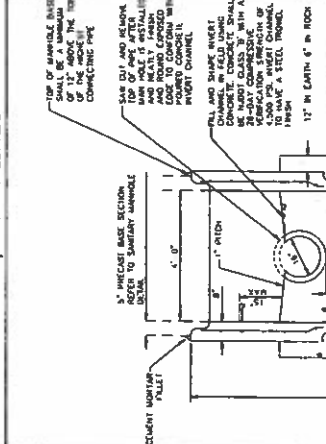


- DOGHOUSE MANHOLE**
1. VENTING AND INLET CHANNEL SHALL BE NOT CLASS 'B' WITH A 20-ORY COMPRESSIVE STRENGTH OF 4,500 PSI.
  2. FRAME AND CURB TO BE COMPELLI (CONCRETE) CO. NO. J425 (MCCLE SATE DATE SET IN CONCRETE).
  3. CONCRETE SHALL BE CLASS 'B' WITH A 20-ORY COMPRESSIVE STRENGTH OF 4,500 PSI.
  4. WHEN ADDITIONAL DEPTH IS REQUIRED, WALLS BELOW 8'-0" SHALL BE 12" O.C. REINFORCING BARS SET AT 12" O.C.
  5. WHEN ADDITIONAL DEPTH IS REQUIRED, WALLS BELOW 8'-0" SHALL BE 12" O.C. REINFORCING BARS SET AT 12" O.C.
  6. ALL MANHOLES SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
  7. ALL MANHOLES SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
  8. ALL MANHOLES SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
  9. ALL MANHOLES SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
  10. ALL MANHOLES SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.

TYPE 'E' INLET

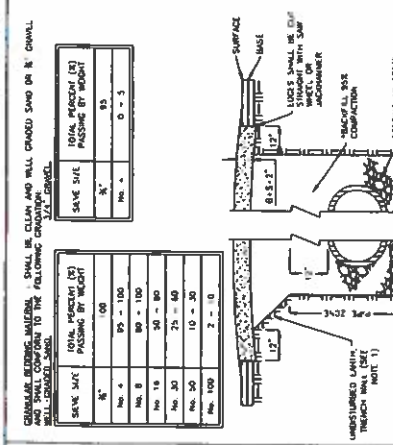


- SEPARATION OF WATER AND SEWER/RAIN LINES**
1. WATER MAINS SHALL BE INSTALLED AT THE REAR OF THE PROPERTY.
  2. SEWER OR DRAIN LINES SHALL BE INSTALLED AT THE FRONT OF THE PROPERTY.
  3. A MINIMUM 12" CLEARANCE SHALL BE MAINTAINED BETWEEN WATER MAINS AND SEWER OR DRAIN LINES.
  4. ALL SEWER OR DRAIN LINES SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  5. ALL WATER MAINS SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  6. ALL SEWER OR DRAIN LINES SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  7. ALL WATER MAINS SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  8. ALL SEWER OR DRAIN LINES SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  9. ALL WATER MAINS SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  10. ALL SEWER OR DRAIN LINES SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.

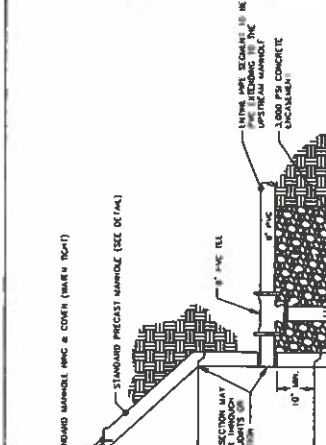


- TYPICAL TRENCH**
1. TRENCHES SHALL BE 12" WIDE UNLESS OTHERWISE SPECIFIED.
  2. TRENCHES SHALL BE 12" WIDE UNLESS OTHERWISE SPECIFIED.
  3. TRENCHES SHALL BE 12" WIDE UNLESS OTHERWISE SPECIFIED.
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ROOF-LEADER DRAIN

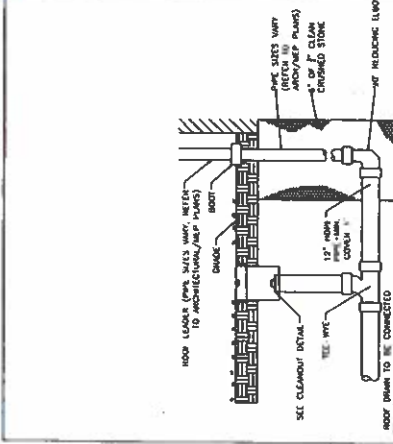


- ROOF-LEADER DRAIN**
1. SEE SHEETS FOR ROOF LEADER PIPE LOCATIONS.
  2. ROOF LEADERS SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  3. ROOF LEADERS SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
  4. ROOF LEADERS SHALL BE INSTALLED AT A DEPTH OF AT LEAST 12" BELOW THE FINISH GRADE.
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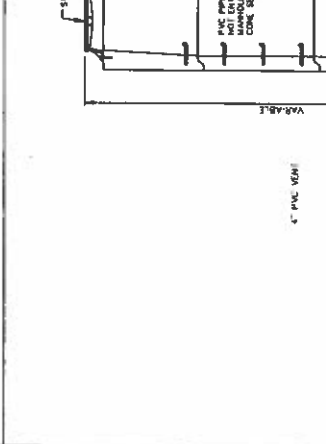


- OUTSIDE DROP MANHOLE CONNECTION**
1. ALL MANHOLES SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
  2. ALL MANHOLES SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
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ROOF-LEADER DRAIN



- TYPICAL TRENCH**
1. TRENCHES SHALL BE 12" WIDE UNLESS OTHERWISE SPECIFIED.
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  10. TRENCHES SHALL BE 12" WIDE UNLESS OTHERWISE SPECIFIED.

ROOF-LEADER DRAIN





Michael E. Dwyer, P.E.  
 License No. 10021  
 State of Virginia

Michael E. Dwyer, P.E.  
 10000 WOODBURN LANE, SUITE 410  
 FALLS CHURCH, VA 22024

VA 18091 L.L.C.  
 10000 WOODBURN LANE, SUITE 410  
 FALLS CHURCH, VA 22024

JOHN HANCOCK ARCHITECT, LLC  
 10000 WOODBURN LANE, SUITE 410  
 FALLS CHURCH, VA 22024

PROJECT NO. 10000 WOODBURN LANE, SUITE 410  
 FALLS CHURCH, VA 22024

DATE: 03/20/2022

SCALE: AS SHOWN

CONTRACT NO. 10000 WOODBURN LANE, SUITE 410  
 FALLS CHURCH, VA 22024

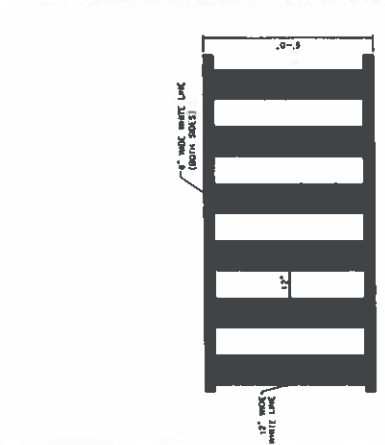
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 FALLS CHURCH, VA 22024

DATE: 03/20/2022

SCALE: AS SHOWN

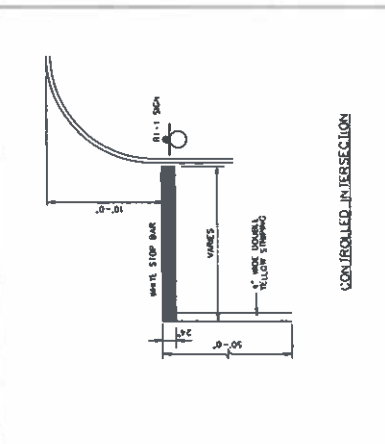
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 FALLS CHURCH, VA 22024

PROJECT NO. 10000 WOODBURN LANE, SUITE 410  
 FALLS CHURCH, VA 22024



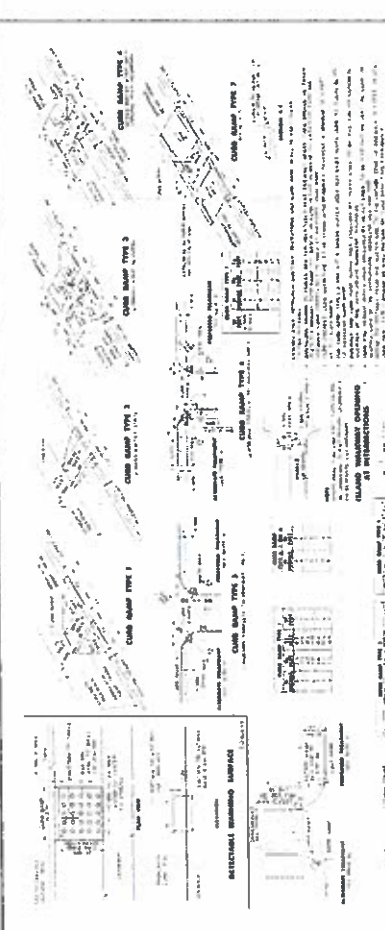
CONTROLLED INTERSECTION

NOTES:  
 1. THE CONTRACTOR SHALL UTILIZE THE MARKINGS FOR STOPPING AT INTERSECTIONS (T) FROM THE WHITE AND YELLOW PAINT. SIGNAGE INCLUDES STOP MARKS AND SHOULD TEMPORARILY REMOVE ANY EXISTING MARKS SHALL BE FROM THE TO 115 SQUARE FEET PER COLUMN SO AS TO OBTAIN A NET FLOOR FINISHNESS OF +/- 1/8" MAX.



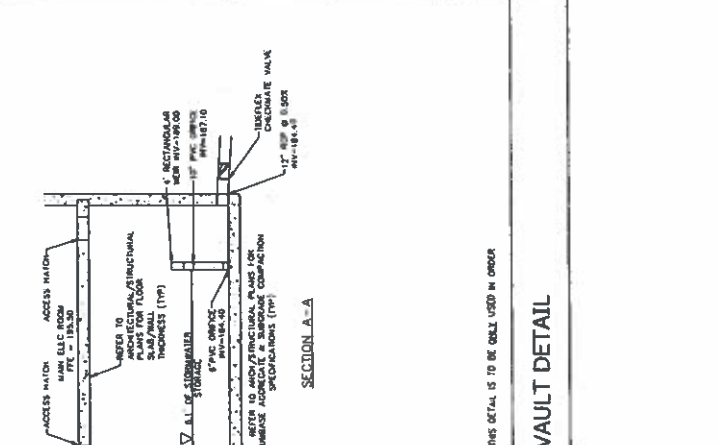
STOP LINE STRIPING

NOTES:  
 1. THE CONTRACTOR SHALL UTILIZE THE MARKINGS FOR STOPPING AT INTERSECTIONS (T) FROM THE WHITE AND YELLOW PAINT. SIGNAGE INCLUDES STOP MARKS AND SHOULD TEMPORARILY REMOVE ANY EXISTING MARKS SHALL BE FROM THE TO 115 SQUARE FEET PER COLUMN SO AS TO OBTAIN A NET FLOOR FINISHNESS OF +/- 1/8" MAX.



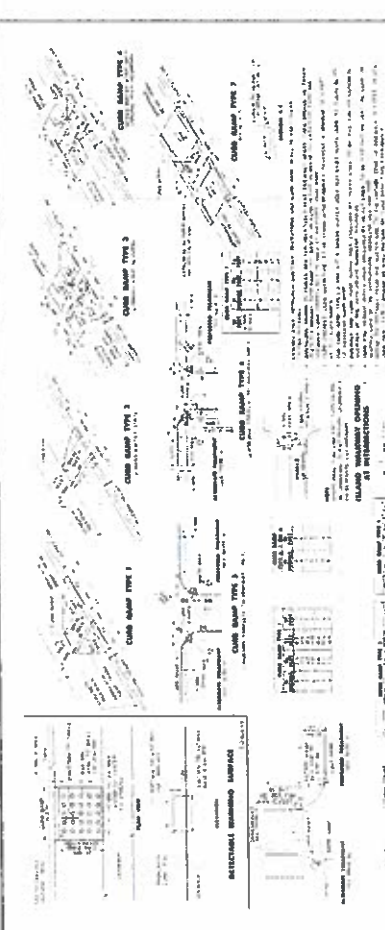
PUBLIC STORMWATER CURB RAMP WITH DETECTABLE WARNING SURFACE

CONSTRUCTION DETAILS



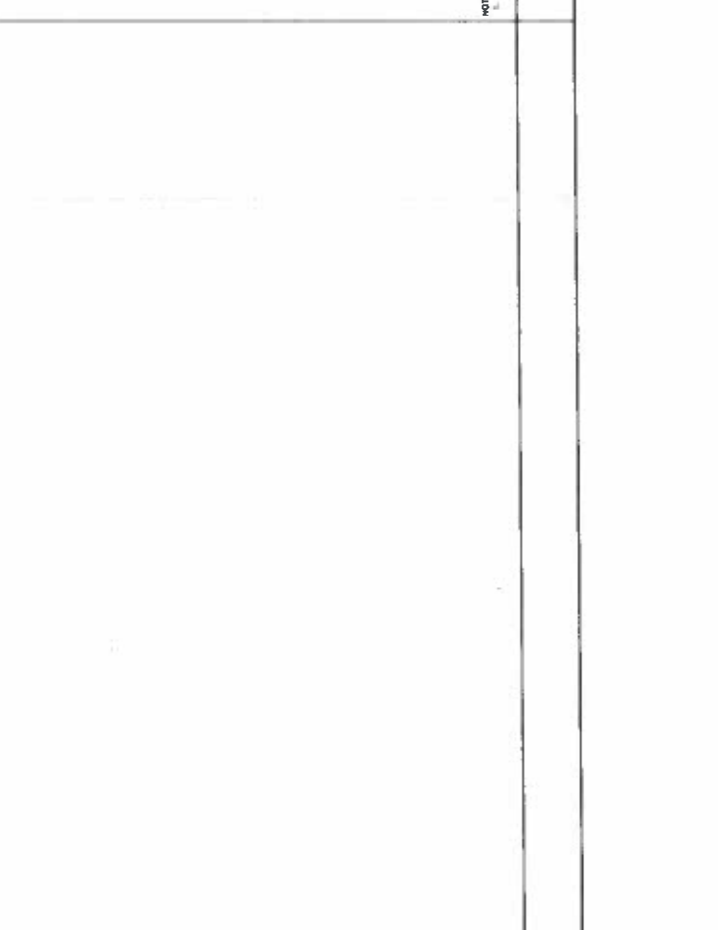
PEDESTRIAN CROSSWALK STRIPING

NOTES:  
 1. NOTE TO ARCHITECTURAL/STRUCTURAL PLANS FOR STORMWATER VAULT: THIS DETAIL IS TO BE ONLY USED IN ORDER TO DETAIL THE DETAILS/CONDITIONS OF THE DETENTION SYSTEM INSIDE OF THE STRUCTURE.



NJDOT ADA RAMP

NOTES:  
 1. THE CONTRACTOR SHALL UTILIZE THE MARKINGS FOR STOPPING AT INTERSECTIONS (T) FROM THE WHITE AND YELLOW PAINT. SIGNAGE INCLUDES STOP MARKS AND SHOULD TEMPORARILY REMOVE ANY EXISTING MARKS SHALL BE FROM THE TO 115 SQUARE FEET PER COLUMN SO AS TO OBTAIN A NET FLOOR FINISHNESS OF +/- 1/8" MAX.



STORMWATER VAULT DETAIL

NOTES:  
 1. NOTE TO ARCHITECTURAL/STRUCTURAL PLANS FOR STORMWATER VAULT: THIS DETAIL IS TO BE ONLY USED IN ORDER TO DETAIL THE DETAILS/CONDITIONS OF THE DETENTION SYSTEM INSIDE OF THE STRUCTURE.

DETAILS - 4

C-12

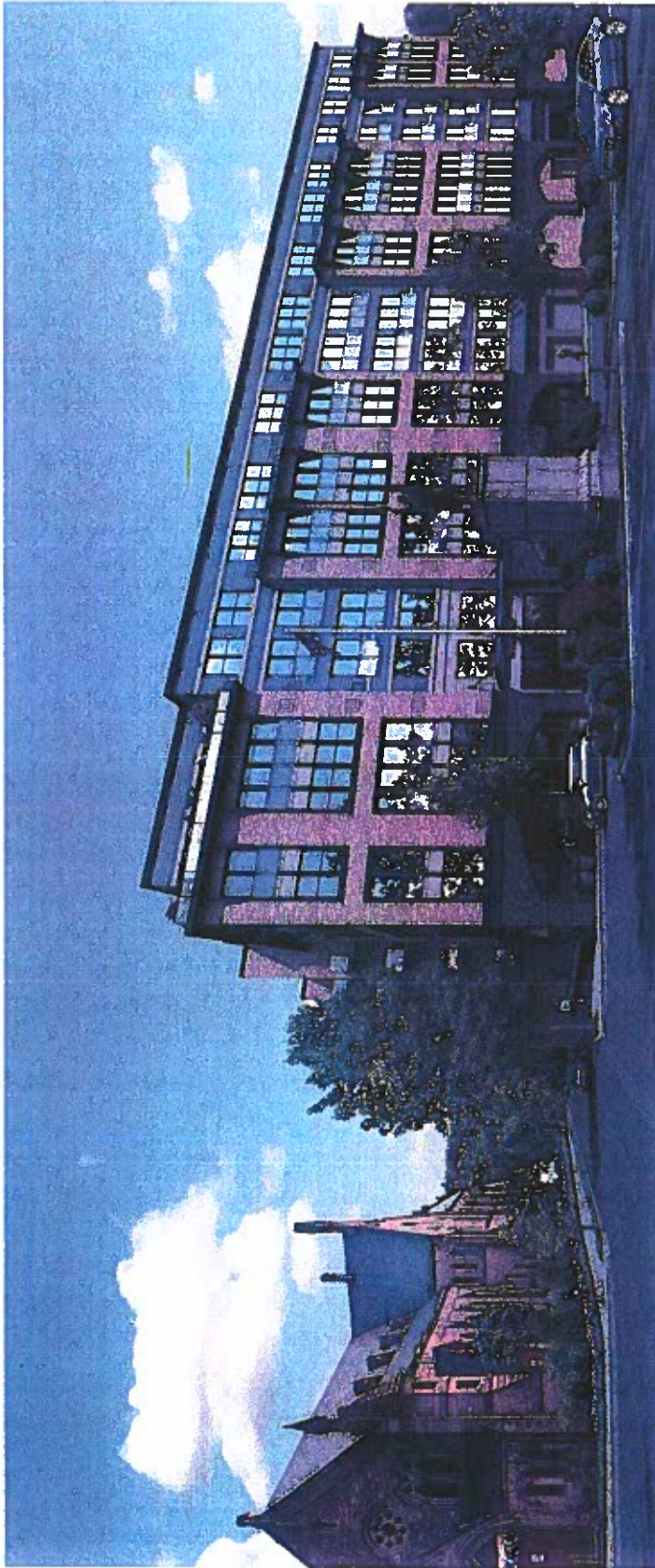
# Multi-Family

100 South Main Street  
Orange, N.J.

Block 300 Lot 42, 43, 44, 45, 46, 47

OWNER:  
ADRIAN MARCO ARCHITECT, LLC  
1500 MAIN STREET, 3RD FLOOR  
ORANGE, NJ 07050

DATE: 08/20/2018



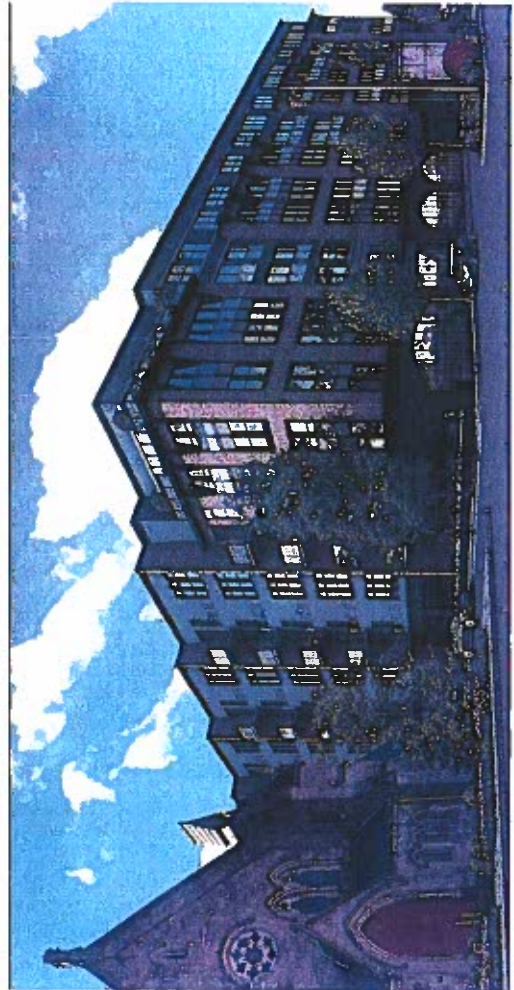
## Drawing List

- PB-00 Rendering
- PB-200 Basement Plan
- PB-201 1st Floor Plan
- PB-202 2nd Floor Plan
- PB-203 3rd Floor Plan
- PB-204 4th Floor Plan
- PB-205 5th Floor Plan
- PB-300 Roof Plan, 1st Apartments
- PB-301 Elevations
- PB-302 Elevations
- PB-303 Elevations
- PB-400 Special Apartments

Floor	Studio		1 br		2 br		Total
	with	without	with	without	with	without	
Basement							
1							
2	6	19	9	7	13	1	55
3	6	21	13	8	13	1	64
4	6	21	13	8	13	1	64
5	6	21	13	8	13	1	64
6	7	19	10	9	13	2	60
Total	37	101	58	40	65	6	307

Floor	Studio		1 br		2 br		Total
	with	without	with	without	with	without	
Basement							
1st Floor	6	19	9	7	13	1	55
2nd Floor	6	21	13	8	13	1	64
3rd Floor	6	21	13	8	13	1	64
4th Floor	6	21	13	8	13	1	64
5th Floor	6	21	13	8	13	1	64
6th Floor	7	19	10	9	13	2	60
Roof							
TOTAL	44	120	63	47	72	7	330

\* excludes balconies/terraces/rooftop

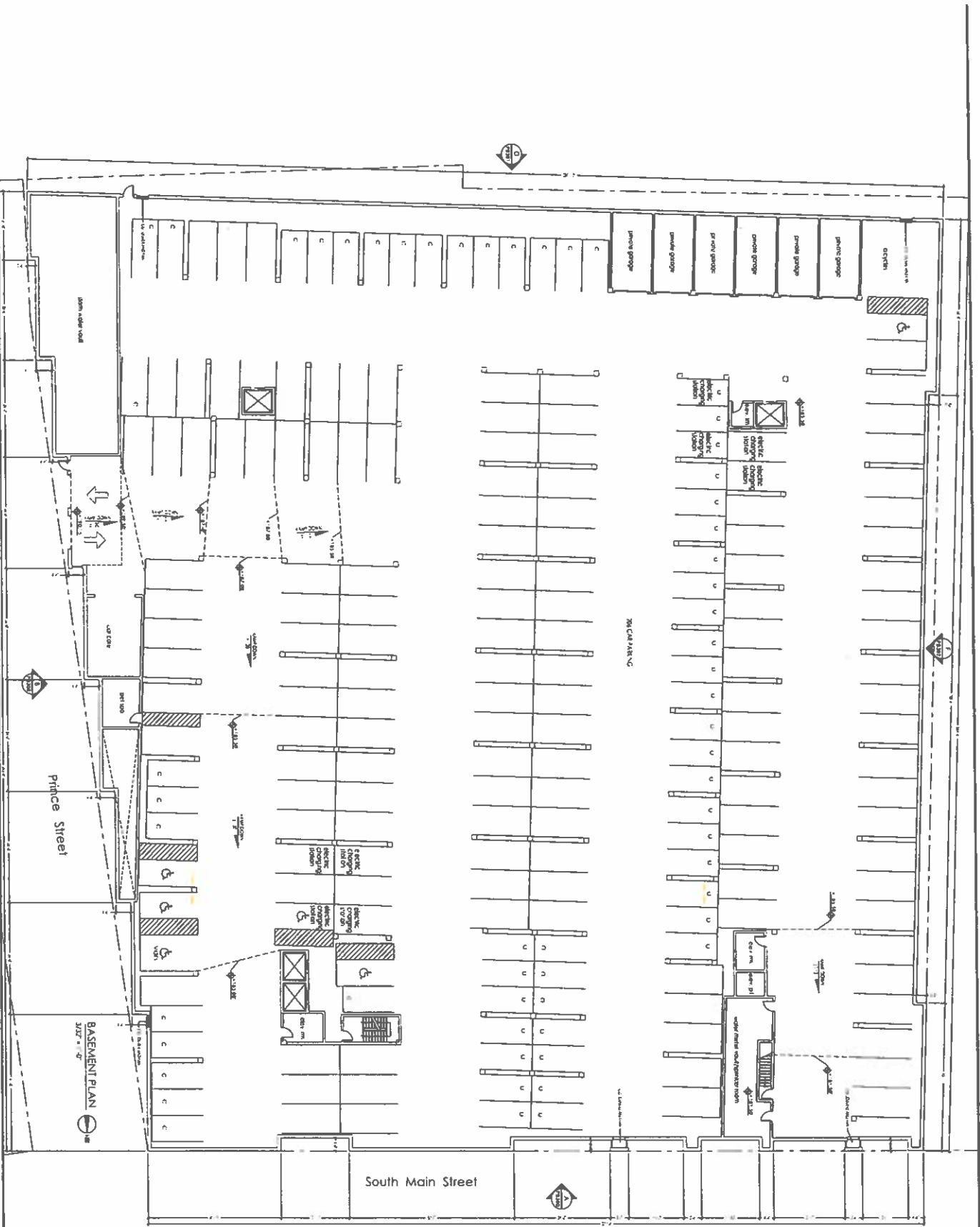


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/20/2018
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
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7	REVISION	
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10	REVISION	
11	REVISION	
12	REVISION	
13	REVISION	
14	REVISION	
15	REVISION	
16	REVISION	
17	REVISION	
18	REVISION	
19	REVISION	
20	REVISION	

## Renderings Building Program

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/20/2018
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	
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12	REVISION	
13	REVISION	
14	REVISION	
15	REVISION	
16	REVISION	
17	REVISION	
18	REVISION	
19	REVISION	
20	REVISION	

PB-100



# Multi-Family

100 South Main Street  
 Orange, N.J.

Block 3002 Lot 62A&B, 101, 12, 13, 14

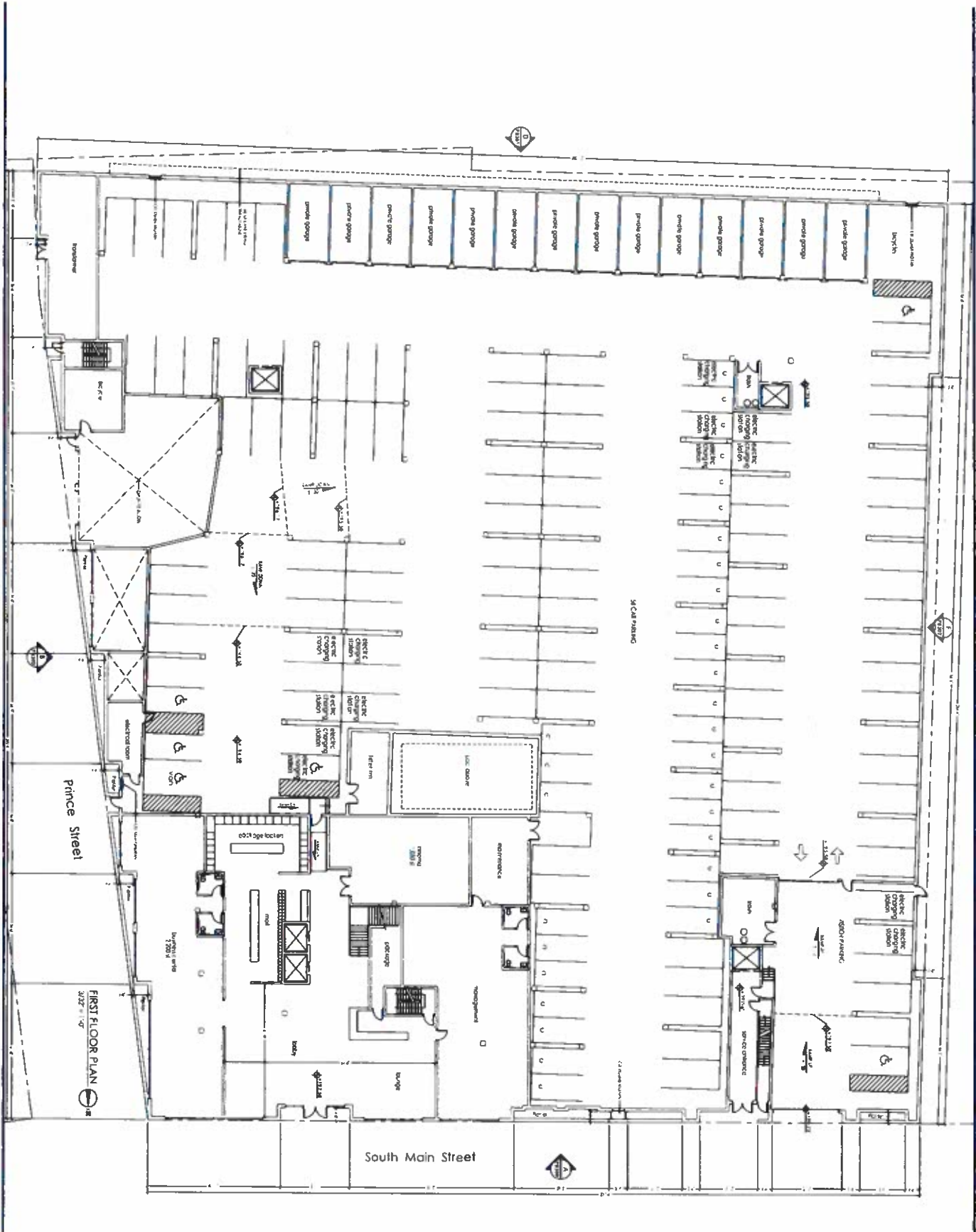
APPLICANT: **DEVELOPMENTAL DEVELOPMENT, LLC**  
 PROJECT: **100 SOUTH MAIN STREET**  
 DRAWING NO.: **2008-001**  
 DATE: **08/11/2008**

- REVISIONS:**
1. GENERAL NOTES: CORRECTED UNIT COUNT
  2. GENERAL NOTES: CORRECTED UNIT COUNT
  3. GENERAL NOTES: CORRECTED UNIT COUNT
  4. GENERAL NOTES: CORRECTED UNIT COUNT
  5. GENERAL NOTES: CORRECTED UNIT COUNT
  6. GENERAL NOTES: CORRECTED UNIT COUNT
  7. GENERAL NOTES: CORRECTED UNIT COUNT
  8. GENERAL NOTES: CORRECTED UNIT COUNT
  9. GENERAL NOTES: CORRECTED UNIT COUNT
  10. GENERAL NOTES: CORRECTED UNIT COUNT

## Basement Fl. Plan

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/11/2008
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	

SCALE: 1/8" = 1'-0"  
 DRAWING NO.: **PB-200**

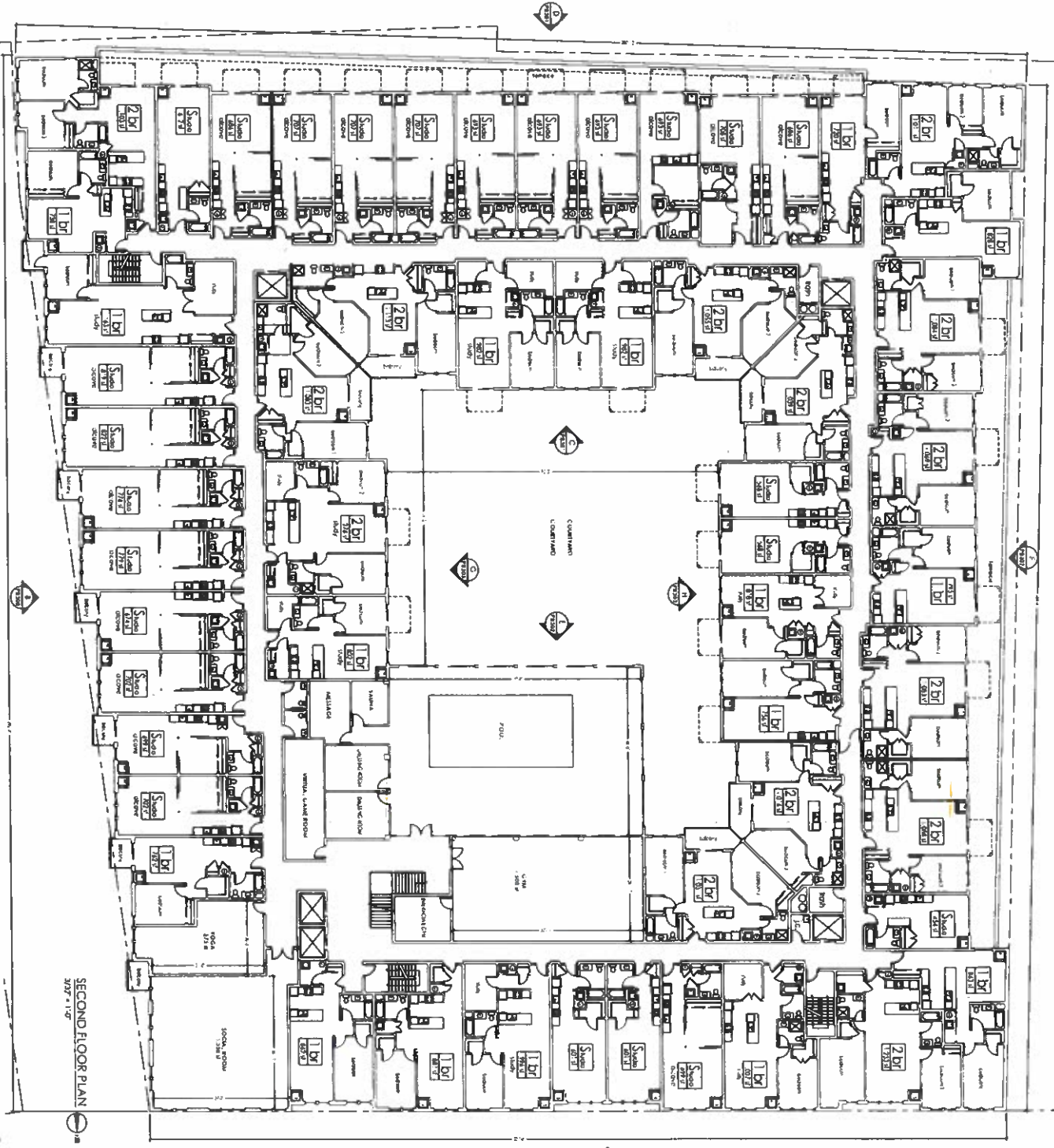


NO.	DATE	DESCRIPTION
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10	11/11/2011	ISSUED FOR PERMITS
11	11/11/2011	ISSUED FOR PERMITS
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98	11/11/2011	ISSUED FOR PERMITS
99	11/11/2011	ISSUED FOR PERMITS
100	11/11/2011	ISSUED FOR PERMITS

**Multi-Family**  
 100 South Main Street  
 Orange, N.J.  
 Block 2002 Lot 0183001121314  
 OWNER: JAMES HANCOCK ARCHITECT, L.L.C.  
 DESIGNER: JAMES HANCOCK ARCHITECT, L.L.C.  
 100 SOUTH MAIN STREET  
 ORANGE, N.J. 07050  
 TEL: 908.860.1111  
 FAX: 908.860.1112  
 WWW: JHANCOCKARCHITECT.COM

First Floor Plan

PB-201

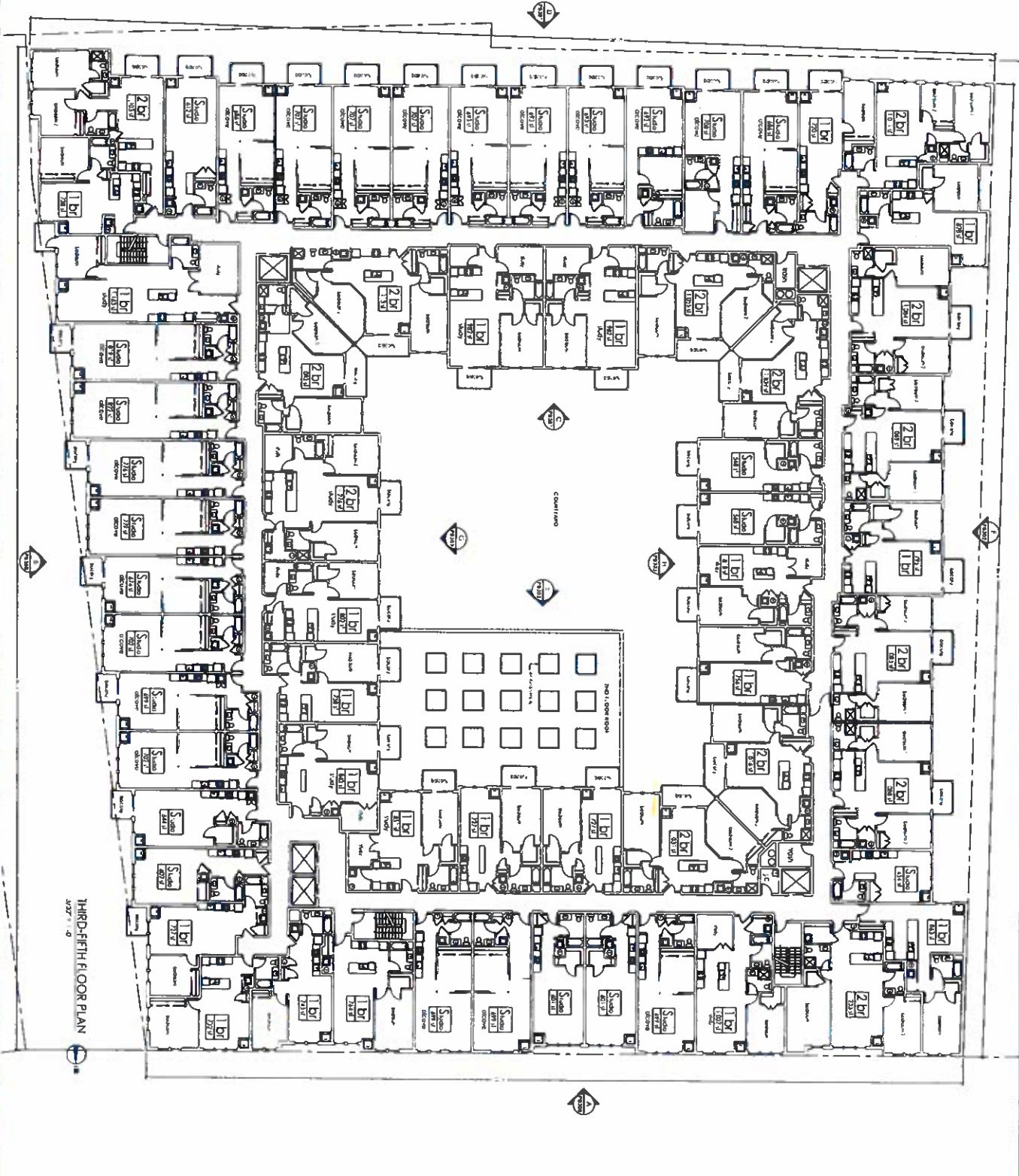


SECOND FLOOR PLAN  
327' x 110'

NO.	DESCRIPTION	DATE
1	PREPARED BY ARCHITECT	11/15/11
2	REVISIONS	
3	DATE	
4	BY	
5	DATE	
6	BY	
7	DATE	
8	BY	
9	DATE	
10	BY	
11	DATE	
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91	DATE	
92	BY	
93	DATE	
94	BY	
95	DATE	
96	BY	
97	DATE	
98	BY	
99	DATE	
100	BY	

Second Floor Plan

**Multi-Family**  
 100 South Main Street  
 Orange, N.J.  
 Block 3002 Lot 4733.011.12.13.14  
 PROJECT: 4899-140000-ACR-01-1-C  
 DRAWING NO.: 100-20-000  
 DATE: 11/15/11



THIRD-FIFTH FLOOR PLAN  
 3.27.1.0

**Multi-Family**  
 100 South Main Street  
 Orange, N.J.  
 Model 2002 LBN 6728811121314

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 02/02/02  
 02/02/02  
 02/02/02

**3rd-5th Floor Plan**

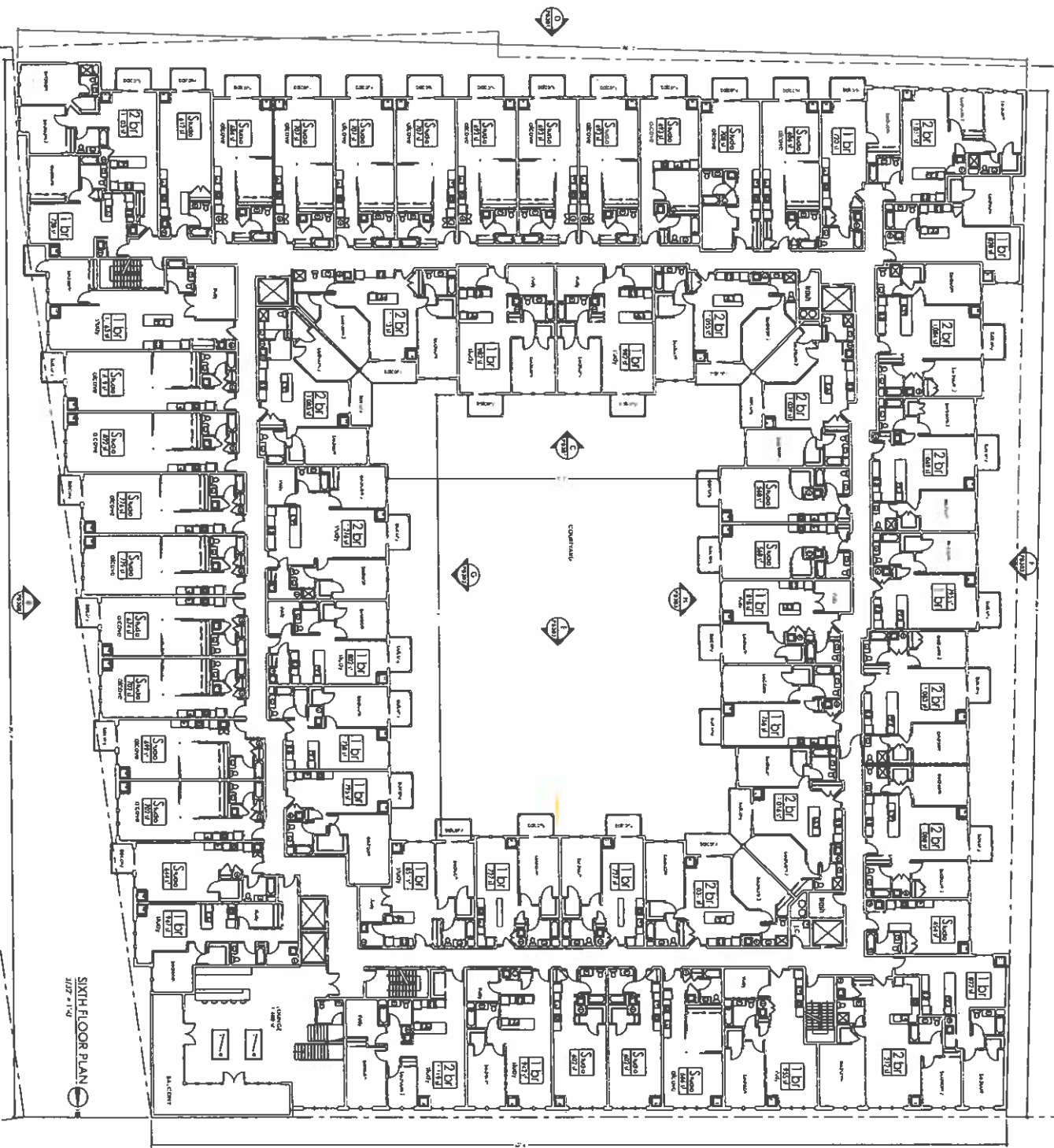
Room No.	Room Name	Area (sq. ft.)
301	1 BR	750
302	2 BR	1050
303	1 BR	750
304	2 BR	1050
305	1 BR	750
306	2 BR	1050
307	1 BR	750
308	2 BR	1050
309	1 BR	750
310	2 BR	1050
311	1 BR	750
312	2 BR	1050
313	1 BR	750
314	2 BR	1050
315	1 BR	750
316	2 BR	1050
317	1 BR	750
318	2 BR	1050
319	1 BR	750
320	2 BR	1050

# Multi-Family

100 South Main Street  
Orange, N.J.

Block 3099 Lot# 67.03.011.12.13.14

OWNER: JAMES S. ANDERSON, LLC  
ARCHITECT: JAMES S. ANDERSON, LLC  
DATE: 08/14/14



SIXTH FLOOR PLAN  
SIZE = 1"=4'

## Sixth Floor Plan

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/14/14
2	ISSUED FOR CONSTRUCTION	08/14/14
3	ISSUED FOR OCCUPANCY	08/14/14

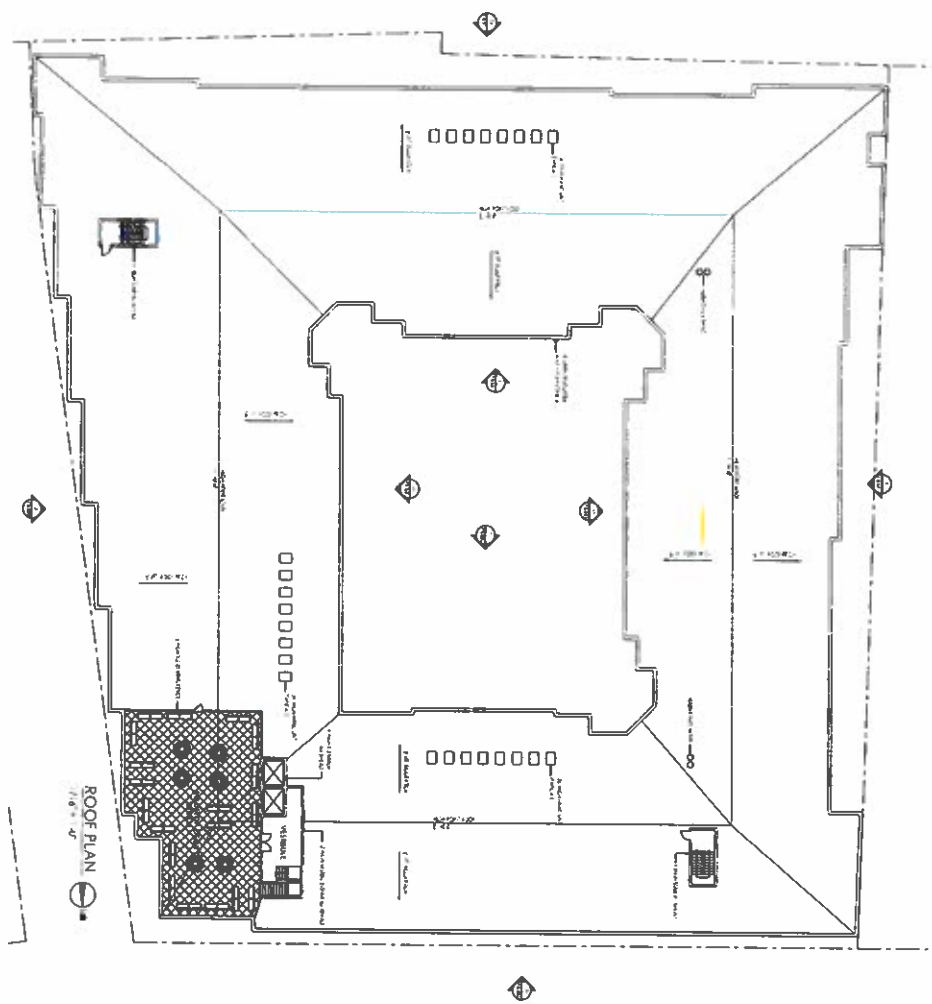
PROJECT NO. PB-204

# Multi-Family

100 South Main Street  
Orange, N.J.

Block 3000 Lot# 672,8,10,11,12,13,14

DATE: 04/15/2014  
DRAWN BY: J. J. [unreadable]  
CHECKED BY: [unreadable]  
SCALE: 1/8" = 1'-0"



ROOF PLAN  
1/8" = 1'-0"

## Roof Plan Typical Apartments

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/15/14
2	ISSUED FOR CONSTRUCTION	04/15/14
3	ISSUED FOR OCCUPANCY	04/15/14
4	ISSUED FOR RECORD	04/15/14

PB-205

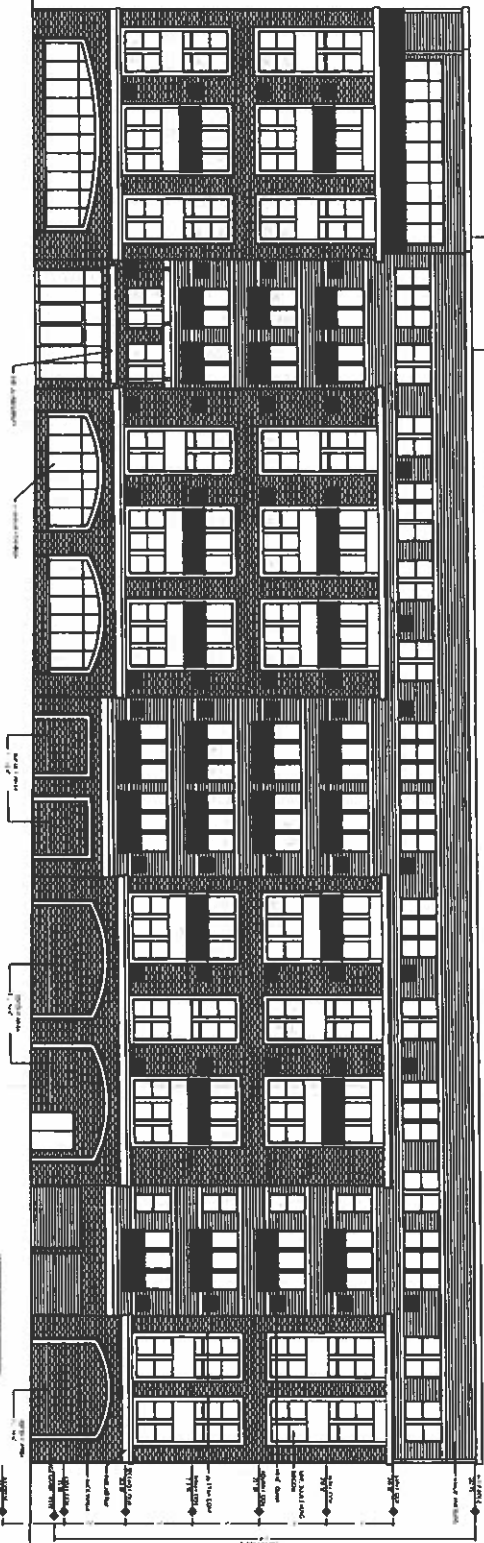


# Multi-Family

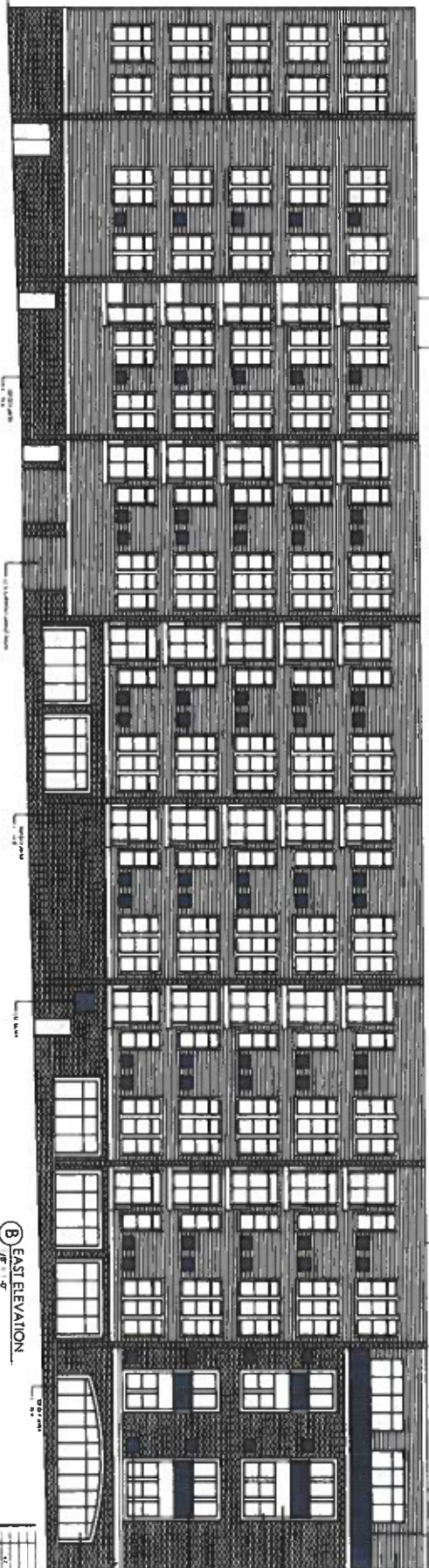
100 South Main Street  
Orange, N.J.

Phone: 2022 Lark 672.88.0111/12/13/14

2009 LARKWOOD PROJECT  
400 S. Main St., Lark  
NJ 07031  
© 2009 Larkwood  
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**A** NORTH ELEVATION  
100 S. D



**B** EAST ELEVATION  
100 S. D

## Elevations

NO.	DATE	BY	CHKD.	DESCRIPTION
1	10/10/09	JL	JK	ISSUED FOR PERMITS
2	10/10/09	JL	JK	ISSUED FOR PERMITS
3	10/10/09	JL	JK	ISSUED FOR PERMITS
4	10/10/09	JL	JK	ISSUED FOR PERMITS
5	10/10/09	JL	JK	ISSUED FOR PERMITS

PB-300.

# Multi-Family

100 South Main Street  
Orange, N.J.

Block 2002 Lot 67A20101121314

ARCHITECT  
JOHN J. MARINO ARCHITECT, LLC  
100 South Main Street  
Orange, N.J. 07050  
908.261.1111



Upper Housing Garage

Lower Housing Garage

COURTYARD  
C SOUTH ELEVATION  
REF. - D



D SOUTH ELEVATION  
REF. - D

Elevations

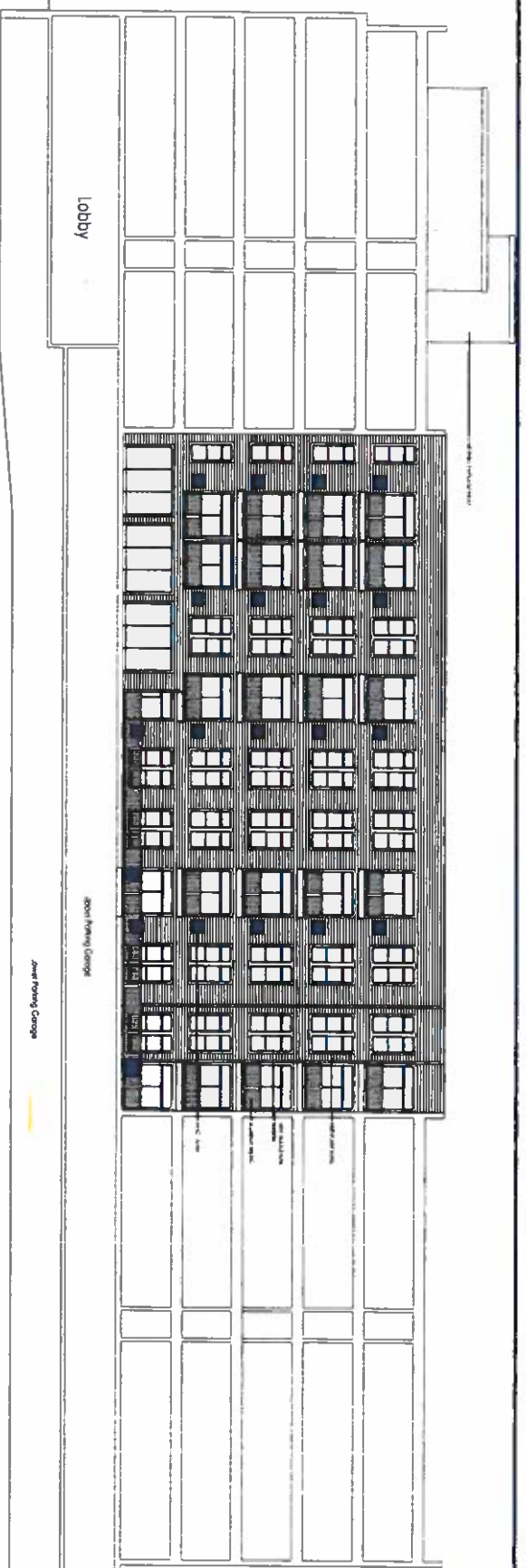
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312	REVISED	10



# Multi-Family

100 South Main Street  
Orange, N.J.

Sheet 3002 L&S 6/28/2011 12:13:14  
 Project: 100 South Main Street  
 Date: 6/28/2011  
 Time: 12:13:14  
 User: jmc  
 Plot: 3002 L&S



COURTARD  
**EAST ELEVATION**  
 1/8" = 1'-0"



COURTARD  
**WEST ELEVATION**  
 1/8" = 1'-0"

## Elevations

NO.	DATE	DESCRIPTION
1	6/28/11	Issue for Construction
2	6/28/11	Issue for Construction
3	6/28/11	Issue for Construction
4	6/28/11	Issue for Construction
5	6/28/11	Issue for Construction
6	6/28/11	Issue for Construction
7	6/28/11	Issue for Construction
8	6/28/11	Issue for Construction
9	6/28/11	Issue for Construction
10	6/28/11	Issue for Construction

PR-303



Site Plan Approval  
Resolution

# PLANNING BOARD

The City of Orange Township  
Essex County, New Jersey



Date 01/26/2022

Case No. 21-10

## TITLE: RESOLUTION OF MEMORIALIZATION

**Applicant: VA 100 Main LLC**  
**Preliminary & Final Site Plan Approval**  
**with "C" Variances and Major Subdivision**

**WHEREAS**, VA 100 Main LLC ("Applicant") submitted an Application to the City of Orange Township Planning Board ("Board") for Preliminary and Final Site Plan approval, with "C" variances and merger of lots, to construct a 307 unit multi-family residential building on property identified as Block 3002, Lots 6, 7, 8, 9, 10, 11, 12, 13 & 14 on the Official Tax Map of the City of Orange Township ("City" or "Orange"), commonly known as 92-106 South Main Street and 13-27 Prince Street (collectively "Property"); and

**WHEREAS**, the Property is situated within the Main Street Redevelopment Plan – Plan Area C ("Redevelopment Area") which is governed by the Main Street Redevelopment Plan ("Redevelopment Plan"); and

**WHEREAS**, the Applicant has presented proof that, at least 10 days prior to the date scheduled for the hearing on this application, adequate notice of this application was published in an official newspaper and served on the neighboring property owners within 200 feet of the Property in accordance with the applicable law; and,

**WHEREAS**, the Application reviewed by the Board consisted of the following plans and/or reports:

<u>Document Title</u>	<u>Date</u>
Application for Development	August 9, 2021
Architectural Plans, (12 sheets), titled <i>Multi-Family 100 South Main Street, Orange, NJ Block 3002 Lots 6, 7, 8, 9, 10, 11, 12, 13, 14</i> , prepared by John Saracco Architect LLC	July 26, 2021 (revised November 16, 2021)
Site Plans, (12 sheets), titled <i>Preliminary &amp; Final Site Plan Approval, VA 100 Main LLC – South Main Street Multifamily Building, 90-112 South Main Street, City of Orange Township, Essex County, New Jersey</i> , prepared by Grant Engineering and Construction Group LLC	November 18, 2021
Stormwater Management Report, prepared by Grant Engineering and Construction Group LLC	September 13, 2021
Drawing (1 sheet), untitled, showing Setbacks to Property Lines	Undated
Drawing (1 sheet), titled <i>ALTA/NSPS Land Title Survey</i> , prepared by Colliers Engineering & Design	March 12, 2020

<u>Document Title</u>	<u>Date</u>
Report titled <i>Traffic Impact Assessment for South Main Street Multifamily Building</i> , prepared by Dolan & Dean	November 12, 2021
Planning Review Memorandum by Gerard M. Haizel, PP, AICP of Nishuane Group LLC	November 22, 2021
Engineering Review Memorandum prepared by Richard Wostbrock, PE, CME of CP Professional Services	November 24, 2021

**WHEREAS**, the Applicant requested the following variances/deviations from standards established in the Redevelopment Plan: (a) minimum side yard setback of 5 feet is required and 0 feet is proposed, (b) minimum rear yard setback of 10 feet is required and 0 feet is proposed; and (c) maximum building coverage of 90.00% is permitted and 94.42% is proposed.

**WHEREAS**, a public hearing was held on this application in a virtual session on November 29, 2021, with Wendy Berger, Esq. of Cole Schotz PC presenting the application to the Board on behalf of the Applicant; and,

**WHEREAS**, during the virtual public hearing held on November 29, 2021, the Board heard testimony from the Applicant's professionals, including its civil engineer, traffic engineer, architect and planner, as well as from the Board Professionals, and opened the meeting to comments from members of the public in relation to the application; and,

**WHEREAS**, during the virtual public hearing held on November 29, 2021, the Board voted to grant the Application for Preliminary and Final Site Plan Approval with "C" variances and merger of lots, subject to certain conditions, as reflected in the findings set forth below; and,

**WHEREAS**, after careful consideration of all evidence, the Board finds and concludes that: the Applicant's proposed development is permitted as satisfying all conditions in accordance with the Redevelopment Plan; and that the variances requested by the Applicant and listed above may be granted as the Applicant has met the requisite negative and positive criteria necessary to grant the requested variances; the variances permitting minimum side yard setback of 0 feet, minimum rear yard setback of 0 feet, maximum building coverage of 94.42%, will advance the purposes of zoning and can be granted without substantial detriment to the public good, the Redevelopment Plan, the Master Plan or any other land use regulations applicable to the Property, and the benefits associated with granting the variances will outweigh any possible detriments; and, the variances may be granted without substantial adverse impact on the surrounding area; and, the Applicant has established good cause for preliminary and final site plan approval, having satisfied its burden of proof pursuant to the Municipal Land Use Law ("MLUL"), and its proposed development will advance the purposes of the MLUL; and,

**WHEREAS**, this Resolution incorporates by reference all discussions, exhibits and testimony presented at the virtual public hearing on November 29, 2021, as if set forth at length herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE CITY OF ORANGE TOWNSHIP**, that this Resolution of Memorialization be, and hereby is, adopted and that the application for Preliminary and Final Site Plan Approval with "C" variances and major subdivision is hereby granted, subject to the following conditions:

1. All of the recitals hereinabove set forth are incorporated herein by reference.



2. To the extent not already satisfied, Applicant shall comply with all the conditions of Richard Wostbrock, PE, CME, Board Engineer, as reflected in his November 24, 2021, report as agreed by the Applicant on the record, and such conditions shall be incorporated by reference herein and shall be considered to be conditions of approval.

3. To the extent not already satisfied, Applicant shall comply with all the conditions of Gerard Haizel, PP, AICP, Board Planner, as reflected in his November 22, 2021, report as agreed by the Applicant on the record, and such conditions shall be incorporated by reference herein and shall be considered to be conditions of approval.

4. To the extent not already satisfied, Applicant shall comply with all the conditions of Orange Fire Department, as reflected in their report as agreed by the Applicant on the record, and such conditions shall be incorporated by reference herein and shall be considered to be conditions of approval.

5. The Site Plan shall be updated to reflect all changes agreed to at the hearing and the Board Professionals' reports.

6. All other State, County, and Municipal regulatory agency reviews that may be necessary must be obtained.

7. No construction permits of any kind shall be issued by the Construction Code Official of the City of Orange Township until all Board escrow fees have been paid, a resolution memorializing approval has been adopted by the Board, and the Construction Code Official has received final plans appropriately signed by the Board Chairman, Board Secretary and Board Engineer.

8. Pursuant to the provisions of *N.J.S.A. 40:55D-39* and *N.J.S.A. 40:55D-65*, the Applicant shall provide proof that no taxes or assessments for local improvements are due on the Property.

9. Prior to the initiation of construction activities, the Applicant shall provide inspection escrow funds in accordance with Orange Municipal Code § 210-56 for fees associated with engineering construction inspection of this project.

10. Applicant to provide copies of all applicable easements effecting Lot 25 and 28 to Planning Board Counsel for review.

11. Applicant will plant dogwood trees or other deciduous native flowering trees as part of the revised landscaping plan which shall be subject to the review of Board Professionals as part of compliance review. Applicant agrees to this as an express condition of approval.

12. Applicant will work with Township and County officials, as applicable, to establish the placement of crosswalk from the Property across South Main Street to the nearby bus stop for safety of pedestrian travel. Applicant agrees to this as an express condition of approval.

13. Applicant shall by written document set aside 236 parking stalls within the parking garage for residents of the project plus 10 visitor parking stalls. The remaining parking stalls will never be made available for lease to the general public. The remaining parking stalls above the 246 mentioned may be made available for lease in whole to proximate residential development. Such lease is subject to the review of Board Professionals and may be part of a future land use application for the other residential development. Applicant agrees to this as an express condition of approval.

14. No more than 15% of the parking stalls to be used for residents of the project may be designated compact parking spaces. All parking stalls will be assigned specifically to residents or units as applicable. Applicant agrees to this as an express condition of approval.

15. Canopies and awnings proposed shall not to extend into the City's Right of Way. Applicant has proposed on a rendering sheet to encroach into the City's Right of Way, and Applicant will need to provide updated site and architectural plans to demonstrate same. Applicant will review whether such encroachment can be minimized by changes to façade of building if applicable. Applicant may amend their plans accordingly or provide alternatives for the review and approval of the Board Professionals as part of compliance review. In the alternative, Applicant may seek approval from the appropriate governmental body, i.e. the governing body of the City of Orange Township or its designee, to permit the aforesaid encroachment(s). Applicant agrees to this as an express condition of approval.

16. All balconies located along Prince Street will be reduced in size to eliminate encroachment into the City's Right of Way. Applicant will then present revised plans to the Board Professionals for compliance review. In the alternative, Applicant may seek approval from the appropriate governmental body, i.e. the governing body of the City of Orange Township or its designee, to allow the said encroachment. Applicant will present such written approval to the Board Attorney for legal review and approval. Should the encroachment be approved, Applicant agrees to this as an express condition of approval.

17. Applicant will present a proposed Subdivision Deed for the merger of lots for review and approval of the Board Attorney prior to filing.

18. Applicant shall enter into a Developer Agreement with City of Orange Township as may be prepared by the City Attorney office or as assigned by that office to the Planning Board Attorney. Applicant shall not be issued a building permit until the Developer Agreement is fully executed by both Applicant and City officials. Applicant agrees to this as an express condition of approval.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**Motion to Approve Site Plan**

Motion Date: November 29, 2021

M	2d	Member		AYE	NAY	N/V	N/P
<input type="checkbox"/>	<input type="checkbox"/>	HOLMES, Dwight	Board Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	JONES, Antoinette	Board Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WARREN, Hon. Dwayne D.	Mayor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	EASON, Hon. Tency A.	Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	MOBLEY, Christopher		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	ONYIUKE, Callistus		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	FAUSTIN, Enock		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	BENNETT, Sharanda		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

M: Motion  
 2d: Second  
 N/V: No Vote  
 (Abstain/Excused)  
 N/P: Not Present

Vote Totals: 

6	0	0	2
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 Approved  Rejected

**Motion to Approve Resolution**

Motion Date: January 26, 2022

M	2d	Member		AYE	NAY	N/V	N/P
<input type="checkbox"/>	<input type="checkbox"/>	HOLMES, Dwight	Board Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	JONES, Antoinette	Board Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WARREN, Hon. Dwayne D.	Mayor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EASON, Hon. Tency A.	Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	MOBLEY, Christopher		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	ONYIUKE, Callistus		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	FAUSTIN, Enock		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	BENNETT, Sharanda		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

M: Motion  
 2d: Second  
 N/V: No Vote  
 (Abstain/Excused)  
 N/P: Not Present

Vote Totals: 

6	0	1	1
---	---	---	---

 Approved  Rejected

I hereby certify the foregoing Resolution was adopted by the Planning Board of the City of Orange Township at its meeting on January 26, 2022, and that said resolution memorializes the action of the Planning Board taken at its meeting on November 29, 2021.

*Dwight Holmes*

Dwight Holmes (Jan 31, 2022 14:23 EST)

Dwight Holmes  
 Planning Board Chair

*ARA*

Gisell Reyes (Jan 31, 2022 14:02 EST)

Alexandra Reyes  
 Planning Board Secretary

Approved as to form and legality:

*Joseph M. Wenzel*

Joseph M. Wenzel (Jan 31, 2022 17:50 EST)

Joseph Wenzel, Esq.  
 Planning Board Attorney

11

**Total Project  
Cost Estimate**

**Exhibit 11**  
**Total Project Cost Estimate**

Attached is an estimate of the total development cost of the project and an architect's certification of construction costs.

Project Name: 100 Main St  
Preliminary Budget

Item	Trades	443,195	SF
02 50 00	Demolition	\$811,046.85	\$1.83
03 31 00	Concrete	\$7,534,315.00	\$17.00
03 54 00	Gypsum Cement Underlayment	\$886,390.00	\$2.00
04 20 00	Masonry	\$2,659,170.00	\$6.00
05 10 00	Structural Steel & Metal Deck	\$1,329,585.00	\$3.00
05 00 00	Miscellaneous Iron	\$553,993.75	\$1.25
05 73 10	Podium & Balcony Railings	\$775,591.25	\$1.75
06 10 00	Rough Carpentry	\$8,863,900.00	\$20.80
06 46 10	Carpentry - (Common Areas/Residential)	\$2,215,975.00	\$5.00
07 11 00	Waterproofing (Below Grade/Façade)	\$997,188.75	\$2.25
07 21 00	Insulation	\$886,390.00	\$2.00
07 44 20	Manufactured Panels - Hardie Panels	\$1,772,780.00	\$4.00
07 54 21	Landscape Elements, Pavers, Decorative	\$2,215,975.00	\$5.00
07 54 30	Roofing/Balcony Waterproofing	\$1,551,182.50	\$3.50
07 92 00	Caulking & Firestopping	\$332,396.25	\$0.75
08 11 00	Doors, Frames & Hardware	\$1,661,981.25	\$3.75
08 30 00	Roll-up Garage Doors	\$88,639.00	\$0.20
08 41 00	Entrances & Storefront Glazing System	\$1,307,425.25	\$2.95
08 50 00	Windows & Terrace/Balcony Doors	\$2,215,975.00	\$5.00
09 25 00	Dry wall	\$3,988,755.00	\$9.00
09 30 00	Ceramic Tile & Stone	\$1,107,987.50	\$2.50
09 65 00	Flooring	\$1,263,105.75	\$2.85
09 91 00	Interior Painting & Wallpaper	\$1,218,786.25	\$2.75
10 14 19	Signage	\$53,183.40	\$0.12
10 21 13	Bath Accessories	\$487,514.50	\$1.10
10 28 19	Shower Doors	\$421,035.25	\$0.95
10 44 00	Fire Extinguishers & Cabinets	\$88,639.00	\$0.20
10 55 00	Bike Racks & Tenant Storage Lockers	\$177,278.00	\$0.40
10 55 00	Mailboxes	\$79,775.10	\$0.18
11 31 00	Residential Appliances	\$1,329,585.00	\$3.00
12 35 00	Kitchen Cabinets & Vanities	\$1,227,650.15	\$2.77
12 36 00	Countertops	\$775,591.25	\$1.75
13 11 00	Swimming Pool & Spas	\$1,329,585.00	\$3.00
14 20 00	Elevators	\$1,462,543.50	\$3.30
14 90 00	Trash & Recycle Chutes	\$199,437.75	\$0.45
21 00 00	Sprinkler	\$1,750,620.25	\$3.95
22 00 00	Plumbing	\$5,318,340.00	\$12.00
22 00 00	Plumbing Fixtures	\$1,218,786.25	\$2.75
23 00 00	HVAC	\$3,988,755.00	\$9.00
26 00 00	Electrical - Medium Power	\$5,096,742.50	\$11.50
26 50 00	Light Fixtures	\$1,107,987.50	\$2.50
27 00 00	Low Voltage, CCTV, AV	\$1,551,182.50	\$3.50
28 30 00	Fire Alarm System	\$886,390.00	\$2.00
<b>Building Trade Total</b>		<b>\$74,789,156.25</b>	<b>\$168.75</b>
General Conditions 7.00%			\$ -
GC Contingency 5.00%		\$3,739,457.81	\$ 7.84
Fee 4.50%		\$3,365,512.03	\$ 7.06
Insurance			\$ -
<b>OVERHEAD SUBTOTAL</b>		<b>\$7,104,969.84</b>	<b>\$14.90</b>
<b>BUILDING GRAND TOTAL</b>		<b>\$81,894,126.09</b>	<b>\$171.69</b>

Grand Total:	\$106,395,356.77
--------------	------------------

Item	Trades	443,195	SF
01 57 23	SW PP - included in civil package	566,479.25	\$0.15
26 00 00	Electric & Lighting	544,319.50	\$0.10
81 00 00	Earthwork	5886,390.00	\$2.00
02 12 00	Asphalt paving & sidewalks	5664,792.50	\$1.50
02 13 00	Site concrete	5620,473.00	\$1.40
02 31 00	Fences & gates	155,118.25	\$0.35
02 80 00	Landscaping & irrigation	332,396.25	\$0.75
03 10 00	Domestic/Fire water system	132,958.50	\$0.30
03 31 00	Sanitary sewer system	132,958.50	\$0.30
03 41 00	Storm sewer system	1240,946.00	\$2.80
33 41 00	Civil Trade Total:	54,276,831.75	\$8.97
	General Conditions	7.00%	\$0.00
	Contingency	5.00%	\$0.45
	Fee	4.50%	\$0.40
	Insurance		\$0.00
<b>OVERHEAD SUBTOTAL</b>			
		\$406,299.02	\$0.85
<b>CIVIL GRAND TOTAL</b>			
		\$4,683,130.77	\$9.82
<b>Hard Cost Grand Total:</b>			
		\$86,577,256.86	\$181.51
<b>Land Costs</b>			
Land		\$6,500,000.00	
<b>Acquisition Related and Financing Cost</b>			
Acquisition related and carry		\$586,365.75	
Appraisal		\$35,000.00	
Bank Engineer's Site Inspections		\$36,000.00	
Environmental Fees		\$35,000.00	
Bank Legal Counsel		\$175,000.00	
Loan Commitment and exit Fee		\$1,038,431.42	
Completion Bond		\$160,000.00	
Interest Reserve		\$6,129,851.21	
Title Policies		\$154,000.00	
Transaction Legal		\$25,000.00	
Total		\$7,374,648.38	
<b>Development Soft Costs</b>			
Pre Construction planning cost		\$575,000.00	
Architectural		\$1,250,000.00	
MEP Engineering		\$200,000.00	
Structural Engineering		\$0.00	
Site/Civil Engineering		\$65,000.00	
Zoning legal counsel		\$110,000.00	
Interior Designer		\$90,000.00	
Planning board application fee		\$50,000.00	
Developers Fee		\$450,000.00	
Copying/Printing Expenses		\$25,000.00	
Corporate Accounting/Legal		\$25,000.00	
Building Permit fee		\$520,000.00	
Marketing		\$1,195,000.00	
Surveys/Borings		\$75,000.00	
Insurance		\$778,823.57	
Utilities		\$75,000.00	
Water/Sewer		\$25,000.00	
Real Estate Taxes		\$75,000.00	
Total		\$5,583,823.57	
Soft / Financing Cost Contingency (5%)		\$359,627.96	
Total Development Soft Costs		\$5,943,451.52	
Soft Costs Grand Total		\$13,318,099.91	

Item	Trades	443,195	SF
01 57 23	SW PP - included in civil package	566,479.25	\$0.15
26 00 00	Electric & Lighting	544,319.50	\$0.10
81 00 00	Earthwork	5886,390.00	\$2.00
02 12 00	Asphalt paving & sidewalks	5664,792.50	\$1.50
02 13 00	Site concrete	5620,473.00	\$1.40
02 31 00	Fences & gates	155,118.25	\$0.35
02 80 00	Landscaping & irrigation	332,396.25	\$0.75
03 10 00	Domestic/Fire water system	132,958.50	\$0.30
03 31 00	Sanitary sewer system	132,958.50	\$0.30
03 41 00	Storm sewer system	1240,946.00	\$2.80
33 41 00	Civil Trade Total:	54,276,831.75	\$8.97
	General Conditions	7.00%	\$0.00
	Contingency	5.00%	\$0.45
	Fee	4.50%	\$0.40
	Insurance		\$0.00
<b>OVERHEAD SUBTOTAL</b>			
		\$406,299.02	\$0.85
<b>CIVIL GRAND TOTAL</b>			
		\$4,683,130.77	\$9.82
<b>Hard Cost Grand Total:</b>			
		\$86,577,256.86	\$181.51



P.O. Box 245  
Bounton, N.J. 07005  
o: 973.299.4428  
m: 973.722.8725  
js@saraccous  
www.saraccous

July 30, 2021

Re: Estimated Construction Cost  
100 Main Street, Orange, NJ

To Whom it may concern,

I am a licensed architect in the State of New Jersey, engaged to prepare plans and specifications for the construction of 100 South Main Street ("Project") located at 100 South Main Street within the City of Orange Township.

Final plans and specifications are in the process of being completed. On this 5th day of January 2022, I hereby certify that to the best of my knowledge and belief \$82,000,000 represents the estimated hard construction cost of the Project proposed on Block 3002, Lots 6,7,8,9,10,11,12,13 &14 more commonly referred to as 100 South Main Street, Orange, New Jersey.

John Saracco

Respectfully,



12

Cost Estimates  
for Each Unit Type

*(Not Applicable)*

13

Project  
Pro-Forma

**Exhibit 13**  
**Project Pro-Forma**

Attached is a 15 year operating pro-forma.

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<b>INCOME</b>																
Stake	135,521,125.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00	\$ 285,500.00
100	52,150.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00	\$ 275,750.00
70	5,000.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00	\$ 216,500.00
407		\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00	\$ 786,250.00
<b>Total Monthly Rent</b>		\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00	\$ 1,068,500.00
<b>Operating Costs</b>																
Operating Costs	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
Occupancy Factor	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00
<b>Total Income</b>	\$ 8,622,240.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00	\$ 9,413,000.00
<b>EXPENSES</b>																
Operating Expenses	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10	\$ 1,885,178.10
Net Income	\$ 6,737,061.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90	\$ 7,527,821.90
<b>PLOTTING</b>																
PLOTTING	\$ 531,741.60	\$ 546,553.43	\$ 578,604.50	\$ 548,401.79	\$ 600,169.82	\$ 612,173.23	\$ 624,446.69	\$ 648,535.98	\$ 679,888.70	\$ 691,406.48	\$ 703,194.60	\$ 717,256.50	\$ 731,603.67	\$ 746,375.74	\$ 761,581.87	\$ 777,230.00

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**Project  
Financing Plan**

**Exhibit 14**  
**Project Financing Plan**

**Project Cost - Uses**

Land	\$6,500,000.00
Construction	\$86,577,256.86
Soft Cost	<u>\$13,318,099.91</u>
Total Construction Cost	\$99,895,356.77
Total Development Cost	<b>\$106,395,356.77</b>

**Funding Sources**

Permanent Loan (70%)	\$74,338,320.92
Equity (30%)	\$32,057,035.85
Total Debt & Equity Financing	<b>\$106,395,356.77</b>

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Private Financing  
Commitments

**Exhibit 15**  
**Private Financing Commitments**

Financing will be secured no later than the Fourth quarter of 2023. A construction loan in the amount of \$69,156,981.90 and permanent loan in the amount of \$74,338,320.92 are being sought through various banks and financial institutions. In addition, \$32,057,035.85 in equity will be provided. Vanta Developers will be an equity shareholder, with the balance of equity raised through institutional investors and high net worth individuals.



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**Explanation of  
the Need for  
Tax Abatement**

**Exhibit 16**  
**Explanation of Need for Tax Abatement**

The proposed development is not financially viable without the PILOT. The requested PILOT is needed to insure that the project can be effectively financed with both equity and debt in today's marketplace and to insure that the project can be maintained and operated viably over the long-term. The requirements of the project's financing, coupled with the needs of the development itself, require that the maximum total PILOT percentage not exceed 6% of gross income during the first 15 years.

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**Project  
Schedule**

### **Project Schedule For 100 S Main St**

<b>Milestone</b>	<b>Date (Month/Year)</b>
· Site Plan Approval	Feb, 2022
· Working Drawings	May, 2022
· Building Permits	Oct, 2023
· Financing Commitments	Dec, 2023
· Financial and Property Closings	Dec, 2022
· Construction Start	Jan, 2024
· Construction Completion	June, 2025
· Begin Lease-up	July, 2025
· Complete Lease-up	Nov, 2025

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Summary of  
Project Benefits

## **Exhibit 18 Summary of Project Benefits**

VA 100M Urban Renewal, LLC ("Applicant"), seeks a tax abatement pursuant to the New Jersey Long Term Tax Exemption Law, N.J.S.A 40A:20-1 et. seq. The Applicant seeks an abatement based on 10% of the estimated annual gross revenues of the Project fixed for the first 15 years (the first stage of the abatement period). Even with the PILOT percentage fixed during the first 15 years, due to projected annual rent increases, the City will receive the additional benefit of these annual rent increases in the form of increased PILOT payments based on the percentage of the gross revenue for that year.

Based upon the annual gross revenue computations set forth in Exhibit 13, the project will generate an estimated annual payment in-lieu of taxes (PILOT) payment during the first full year of operations of approximately \$531,741 increasing annually and in stages so that the PILOT payment will be approximately \$600,169 in year 5; \$662,635 in year 10 and \$726,235 in year 15. The project will also generate approximately \$165,000 in annual water and sewer fees payable to the City during the first-full year of operation, which will increase annually as well.

It is estimated that the project will generate 10 permanent jobs - 8 full-time jobs and 2 part-time jobs as follows:

**Full Time:**

- 4 Doormen
- 1 Property Manager
- 1 Leasing Agent
- 1 Superintendent
- 1 Porter

**Part Time:**

- 1 Porter
- 1 Superintendent

Additionally, there will be an estimated 50-60 people working every day on site for the duration of construction, about 18-24 months.

The proposed development is not financially viable without the PILOT. The requested PILOT is needed to insure that the project can be effectively financed with both equity and debt in today's marketplace and to insure that the project can be maintained and operated viably over the long-term. The requirements of the project's financing, coupled with the needs of the development itself, require that the maximum total PILOT percentage not exceed 10% of gross income during the first 15 years.

# 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

VA 100M Urban Renewal LLC

2 Business name/disregarded entity name, if different from above

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.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P
- 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.
- 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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1449 37 suite 414

Requester's name and address (optional)

6 City, state, and ZIP code

Brooklyn NY 11204

7 List account number(s) here (optional)

Print or type. See specific instructions on page 3.

## 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.

Social security number								
				-				

OR

Employer identification number									
8	7	-	4	1	5	8	9	7	1

## 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.

Sign Here

Signature of U.S. person ► 

Date ► 9-27-2023

## 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.





## 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 \_\_\_\_\_, 2023. The ordinance authorizes the execution and delivery of a Financial Agreement with VA 100M URBAN RENEWAL, LLC in connection with a redevelopment project to be located at 92-106 South Main Street and 13-27 Prince Street (Block 3002, Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14) consisting of the construction of a 307 unit multi-family residential building with 367 on-site parking spaces provided on the ground floor, and other related improvements. Under the Financial Agreement, the project will receive a 23-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 \_\_\_\_\_, 2023 at 7:00 p.m. ET, 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.

\_\_\_\_\_  
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 \_\_\_\_\_, 2023. The ordinance authorizes the execution and delivery of a Financial Agreement with VA 100M URBAN RENEWAL, LLC in connection with a redevelopment project to be located at of 92-106 South Main Street and 13-27 Prince Street (Block 3002, Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14) consisting of the construction of a 307 unit multi-family residential building with 246 on-site parking spaces provided on the ground floor, and other related improvements. Under the Financial Agreement, the project will receive a 23-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: \_\_\_\_\_, 2023.

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

