

CITY COUNCIL**The City of Orange Township, New Jersey**DATE November 21, 2023NUMBER 457-2023

TITLE: RESOLUTION DESIGNATING 617 SCOTLAND URBAN RENEWAL LLC AS THE REDEVELOPER FOR THE PROPERTY LOCATED AT 611-617 SCOTLAND ROAD AND 517-519 BEACH STREET IDENTIFIED ON THE OFFICIAL TAX MAP OF THE CITY AS BLOCK 6105, LOTS 2, 3, 4 AND 5 AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 617 SCOTLAND URBAN RENEWAL LLC FOR THE REDEVELOPMENT OF THIS PROPERTY

WHEREAS, the property located at 611-617 Scotland Road and 517-519 Beach Street in the City of Orange Township identified on the City tax map as Block 6105, Lots 2, 3, 4 and 5 (collectively, the “Property”) is located within the Central Valley Redevelopment Area, District 4 (the “Redevelopment Area”) and is governed by the Central Valley 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 “LRHL”); and

WHEREAS, 617 Scotland Urban Renewal LLC has proposed a redevelopment project consisting of the demolition of the existing structures on the Property and the construction of a six (6) story multifamily residential building, consisting of seventy eight (78) market rate rental units, along with seventy eight (78) off-street parking spaces and other amenities on the Property (the “Project”); and

WHEREAS, the City has determined that 617 Scotland Urban Renewal LLC has the professional experience and financial capabilities to carry out the redevelopment of the Project on the Property in accordance with the Redevelopment Plan; and

WHEREAS, the City wishes to designate 617 Scotland Urban Renewal LLC to serve as the redeveloper of the Property in accordance with the LRHL and wishes to authorize the Mayor to sign a Redevelopment Agreement with 617 Scotland Urban Renewal LLC in substantially the form attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township that:

SECTION 1: The Municipal Council hereby designates 617 Scotland Urban Renewal LLC as the exclusive redeveloper for the Property under the LRHL, contingent upon the establishment and funding (and periodic replenishment if necessary) of an escrow to be held by the City in such an amount as may be deemed appropriate by the City’s Business Administrator, in order to provide for the payment of any and all fees and expenses that may be incurred by the City in connection with the Redevelopment Agreement and with the Project on the Property.

SECTION 2: The Municipal Council hereby approves the Redevelopment Agreement for the Property in substantially the form attached hereto and authorizes the Mayor to sign the Redevelopment Agreement with 617 Scotland Urban Renewal LLC on behalf of the City.

SECTION 3: All other resolutions or parts of resolutions in conflict or inconsistent with this resolution are hereby repealed, but only to the extent of such conflict or inconsistency.

SECTION 4: All headings within this resolution are for convenience only and are not deemed to be part of this resolution.

SECTION 5: This resolution shall take effect as provided by law.

ADOPTED: November 21, 2023

Joyce L. Lanier
Municipal Clerk

Tency A. Eason
Council President

THIS REDEVELOPMENT AGREEMENT (the “Agreement” or the “Redevelopment Agreement”) made on or as of the __ day of ___, 2023 by and between **THE CITY OF ORANGE TOWNSHIP**, a municipal corporation of the County of Essex and the State of New Jersey, having its offices at 29 North Day Street, Orange, New Jersey 07050, acting as redevelopment entity pursuant to N.J.S.A. 40A:12A-4(c) (the “City” or the “Redevelopment Entity”), and **617 SCOTLAND URBAN RENEWAL, LLC**, a limited liability company which is also a qualified urban renewal entity under the laws of the State of New Jersey, with an address of 5308 13th Avenue, #197, Brooklyn, New York 11219 (the “Redeveloper”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the real property located at 611-617 Scotland Road and 517-519 Beach Street in the City of Orange Township identified on the City tax map as Block 6105, Lots 2, 3, 4 and 5 (collectively, the “Property”) is located within an “area in need of redevelopment” designated in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”), known as the Central Valley Redevelopment Area, District 4 (the “Redevelopment Area”) and is governed by the Central Valley Redevelopment Plan (the “Redevelopment Plan”); and

WHEREAS, the Redeveloper has filed an application with the City seeking to be designated as the redeveloper of the Property which is attached hereto as **Exhibit A** (the “Redeveloper Application”); and

WHEREAS, the Redeveloper has represented within the Redeveloper Application that it is or shall become the owner of the Property; and

WHEREAS, the Redeveloper is proposing to redevelop the Property with a project consisting of the demolition of the structures on the Property and the construction of a six-story multifamily residential building, consisting of seventy-eight (78) market rate rental units, consisting of a mix of studios, one-bedroom and two-bedroom units, along with seventy-eight (78) off-street parking spaces, and amenities including a lobby, fitness room, lounges, a common area terrace and private terraces (as described more fully within the Redeveloper Application, the “Project”); and

WHEREAS, based upon its review of the submissions and presentations made by representatives of the Redeveloper within the Redeveloper Application, the City has determined that the Redeveloper has the professional experience and financial capabilities to carry out the redevelopment of the Property in accordance with the Redevelopment Plan; and

WHEREAS, the City wishes to designate the Redeveloper to serve as the redeveloper of the Property in accordance with the LRHL; and

WHEREAS, the Parties wish to enter into this Redevelopment Agreement in order to memorialize the terms and conditions of their agreement with regard to the redevelopment of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the Parties hereto and general public and to implement the purposes of the LRHL and the Redevelopment Plan, the Parties do hereby covenant and agree each with the other as follows:

ARTICLE 1 **DEFINITIONS**

1.1. Defined Terms. The Parties agree that the defined capitalized terms used in this Agreement shall have the meaning specified in the recitals above (each of which is hereby incorporated into and made part of this Agreement) or as set forth in the list below, or as may be expressly ascribed to such capitalized terms elsewhere in this Agreement, such definitions to be applicable equally to the singular and plural forms of such terms:

“Affiliate” means an entity which is controlled by either the Redeveloper or by any individual or entity that owns or controls more than 50% of the voting stock of, or beneficial interest in, the Redeveloper. The term “control” as used with respect to any party, means the ownership, directly or indirectly of more than 50% of the voting stock of such corporation (or its equivalent for a limited liability company or partnership), or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, partnership, association or other entity or organization, or to receive, directly or indirectly, more than 50% of the profits of such corporation, partnership, association or other entity or organization (whether through the ownership or voting stock, by contracts or otherwise).

“Agreement” or “Redevelopment Agreement” shall mean this redevelopment agreement between the City and the Redeveloper.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations statutes, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses and other similar requirements applicable to this Agreement, the Project and/or the Property, including but not limited to the following: the LRHL; the Municipal Land Use Law, N.J.S.A. 40:55D -1 et seq.; the Eminent Domain Act, N.J.S.A. 20:3-1 et seq.; the Fair Housing Act, N.J.S.A. 50:27D-301 et seq.; the New Jersey Housing and Mortgage Finance City Law, N.J.S.A. 55:14K-1 et seq.; the New Jersey Green Acres Land Acquisition and Recreation Opportunities Act, N.J.S.A. 13:8A-35 et. seq. and the Green Acres regulations, N.J.A.C. 7:36-1.1 et seq.; all State and City laws governing historic preservation, including but not limited to N.J.S.A. 13:1B-15.128 et seq., the regulations promulgated thereunder, N.J.A.C. 7:4-2.4 et seq., and Title 40, all applicable provisions of the City Code, as and to the extent applicable pursuant to the terms of the Redevelopment Plan; relevant construction codes including construction codes governing access for people with disabilities; and all other applicable federal, state or local zoning, land use, environmental, health and safety laws, ordinances, rules and regulations, and federal and state labor standards or regulations, if any, including but not limited to the Prevailing Wage Act (if determined to be applicable to the Project).

“Application” means any application for Governmental Approval submitted by or on behalf of the Redeveloper, including all plans, drawings, documentation and presentations necessary and appropriate for the purpose of obtaining any and all Governmental Approvals required to implement

and complete the Project.

"BA" shall mean the City's Business Administrator or his/her designee.

"Certificate of Completion" means written acknowledgment by the City in recordable form that the Redeveloper has completed construction of the Project on the Property in accordance with the requirements of this Redevelopment Agreement and with the exception of any obligations which expressly survive the Redevelopment Agreement, has no further obligations to the City under the Redevelopment Agreement.

"Certificate of Occupancy" shall be as defined in the City's Municipal Code and in the applicable provisions of the Uniform Construction Code.

"City" shall mean the City of Orange Township, a municipal corporation of the County of Essex and the State of New Jersey, having its offices at 29 North Day Street, Orange, New Jersey 07050, acting as redevelopment entity pursuant to N.J.S.A. 40A:12A-4(c) of the LRHL.

"City Costs" shall have the meaning set forth within the Escrow Agreement between the Parties.

"City Costs Escrow" shall have the meaning set forth within the Escrow Agreement between the Parties.

"Commence Construction", "Commencement of Construction", or "Commencement Date" shall mean the date on which the construction force and machinery are mobilized for construction of the Project on the Property and physical construction begins, which may include clearing and grading, as applicable in accordance with Governmental Approvals.

"Completion of Construction", "Complete Construction" or "Completion Date" means the date on which the Redeveloper has completed construction of the Project on the Property as evidenced by the issuance of a Certificate of Occupancy for the Property to be used in the manner proposed under this Agreement.

"Completion Notice" or "Notice of Completion" means a written notification of Completion of Construction and request by the Redeveloper for the issuance by the City of a Certificate of Completion for the Property.

"Construction Period" means the period of time beginning on the Commencement Date and ending on the Completion Date for the Property.

"Construction Schedule" means the timetable and performance milestones for design, obtaining Governmental Approvals, environmental remediation (if necessary), site preparation, and Completion of Construction of the Project on the Property as set forth in **Exhibit B** attached to this Redevelopment Agreement, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement.

“Days” shall mean calendar days.

“Declaration of Covenants and Restrictions” or **“Declaration of Restrictions”** means the redevelopment covenants and restrictions that will encumber the Property and run with the land, setting forth certain undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership and redevelopment of the Property, all as more particularly described in Article 7 of this Agreement and within the short form Declaration of Covenants and Restrictions attached as **Exhibit C** to this Agreement.

“Default” means a condition or event which constitutes or would constitute, after notice and a right to cure or lapse of time or both, an Event of Default as more particularly defined in Article 10 of this Agreement.

“Director” shall mean the City’s Director of Planning & Economic Development or his/her designee.

“Effective Date” means the date of complete execution of this Agreement by the Redeveloper and the City.

“Environmental Laws” means any and all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances materials or wastes, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. sect. 9601-9675; the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. sect. 6901, et seq.; the Clean Water Act, 33 U.S.C. sect. 1251, et seq.; the New Jersey Spill Compensation and Control Act (the “Spill Act”), N.J.S.A. 58:10-23.11, et seq.; the Industrial Site Recovery Act, as amended (“ISRA”), N.J.S.A. 13:1K-6, et seq.; the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, et seq.; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.; the New Jersey Environmental Rights Act, N.J.S.A. 2A:35A-1, et seq.; and the rules and regulations promulgated thereunder, as now in force or as may hereinafter be modified or amended.

“Escrow Agreement” shall mean the agreement between the Redeveloper and the City wherein the Redeveloper has agreed to post, and to thereafter replenish as directed by the City, a monetary escrow payment with the City and to allow the City to draw against that escrow in order to reimburse the City for City Costs.

“Event of Default” shall have the meaning set forth within Section 10 of this Agreement.

“Force Majeure Event” means causes beyond the reasonable control and not due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes,

tornadoes, earthquakes, and floods not reasonably foreseeable at the time the Construction Schedule is agreed to); acts of the public enemy; acts of war; fire; epidemics; quarantine restrictions; blackouts; power failures or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters; or unavailability of necessary building materials (provided that the Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project). The consequential effects of a Force Majeure Event (e.g. impact on market conditions) shall not be considered a Force Majeure Event. During any Force Majeure Event that affects only a portion of the Project, the Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of a Force Majeure Event shall not prevent the City from issuing a Notice of Default or from the occurrence of an Event of Default by the Redeveloper if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

“Governmental Approvals” means all final and un-appealable local, state and federal governmental approvals necessary or appropriate for implementation and completion of the Project on the Property in accordance with the terms of this Agreement, including without limitation preliminary and final site plan approval; preliminary and final subdivision approval, if and as applicable; environmental permits, including but not limited to wetlands and storm water drainage permits; permits, consents, permissions or approvals relating to historic preservation matters; utilities-related permits, including permits related to water supply and sewer service; and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

“Licensed Site Remediation Professional” or **“LSRP”** shall have the meaning set forth in N.J.S.A 58:10C-2.

“LRHL” shall mean the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

“Minority” or **“Minorities”** means a person who is a citizen or lawful permanent resident of the United States and who is 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).

“NJDEP” shall mean the New Jersey Department of Environmental Protection.

“Notice of Default” shall have the meaning set forth in Section 10.1(a) of this Agreement.

“Parties” means the City and the Redeveloper.

“Planning Board” shall mean the City Planning Board.

“Prevailing Wage Act” shall mean the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq.

“Project” shall have the meaning set forth within Section 2.4 of this Agreement.

“Property” shall mean the real property located at 611-617 Scotland Road and 517-519 Beach Street in the City of Orange Township identified on the City tax map as Block 6105, Lots 2, 3, 4 and 5.

“Redeveloper” shall mean 617 Scotland Urban Renewal, LLC, a limited liability company which is also a qualified urban renewal entity under the laws of the State of New Jersey, with an address of 5308 13th Avenue, #197, Brooklyn, New York 11219.

“Redeveloper Application” means the application filed by the Redeveloper with the City seeking designation by the City as the redeveloper for the Property in accordance with the provisions of the LRHL.

“Redevelopment Area” means the Central Valley Redevelopment Area, District 4, as such redevelopment area may be amended and supplemented, and/or any other redevelopment area adopted by the City which in any way governs, concerns, relates to, and/or regulates the Project or the Property.

“Redevelopment Plan” means the Central Valley Redevelopment Plan, as such redevelopment plan may be amended and supplemented, and/or any other redevelopment plan adopted by the City which in any way governs, concerns, relates to, and/or regulates the Project or the Property.

“Remediation” or **“Remediate”** means all necessary actions required under Environmental Laws or any other Applicable Law to investigate and clean up, remove, or otherwise respond to the known or suspected presence or threatened discharge of hazardous substances or hazardous wastes on or migrating from the Property, including, as necessary, preliminary assessment, site investigation, remedial investigation, and remedial action.

“SRRA” means the Site Remediation Reform Act, N.J.S.A 58:10C-1 et seq.

“Termination Notice” shall have the meaning set forth within Section 10.2 of this Agreement.

ARTICLE 2

REDEVELOPER DESIGNATION; TERM OF AGREEMENT; THE PROJECT

2.1 Redeveloper Designation. The City hereby designates and appoints the Redeveloper as the redeveloper of the Property. In connection with such designation and appointment, the Redeveloper shall have the exclusive right and obligation to perform development and redevelopment activities on the Property under the framework and in accordance with the terms of this Agreement, the Redevelopment Plan and Applicable Laws.

2.2 Redeveloper’s Scope Of Undertaking. The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Agreement, shall include the following: all aspects of the design; development; Remediation (if necessary); site preparation; construction and operation of the Project on the Property, including, without limitation, engineering, permitting, and the

performance of or contracting for and administration and supervision of all construction required in connection with the Project; arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop the Project on the Property; all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing; and the ongoing maintenance of the Property.

2.3 Term Of Agreement. This Agreement shall commence on the Effective Date and shall expire upon the termination of this Agreement or the issuance of a Certificate of Completion for the Project, except with regard to those provisions which expressly survive the issuance of a Certificate of Completion.

2.4 The Project. The project shall generally consist of the demolition of the structures on the Property and the construction of a six-story multifamily residential building, consisting of seventy-eight (78) market rate rental units, consisting of a mix of studios, one-bedroom and two-bedroom units, along with seventy-eight (78) off-street parking spaces, and amenities including a lobby, fitness room, lounges, a common area terrace and private terraces, as described more fully within the Redeveloper Application attached hereto as **Exhibit A**, all in accordance with the Redevelopment Plan and any other zoning requirements governing the Property, the satisfactory completion of which shall be evidenced by the City's issuance of a Certificate of Completion (the "Project"). All Applications submitted by or on behalf of the Redeveloper shall conform in all material respects to the Redevelopment Plan that governs the Property, and all Applicable Laws.

ARTICLE 3
CONVEYANCE OF THE PROPERTY
[INTENTIONALLY OMITTED—NOT APPLICABLE]

ARTICLE 4
IMPLEMENTATION OF THE PROJECT

4.1 Implementation Of The Project. For so long as this Agreement shall remain in effect, the Redeveloper shall have the exclusive right to redevelop or rehabilitate the Property. The Redeveloper agrees to redevelop or rehabilitate the Property in accordance with the terms and conditions of this Agreement, the Redevelopment Plan, Applicable Laws, and all Governmental Approvals applicable thereto. All redevelopment activities performed under this Agreement shall be performed timely and diligently and provided in accordance with the level of skill and care ordinarily exercised by developers of comparable first-class developments.

4.2 Governmental Approvals.

4.2(a) Governmental Approvals. The Redeveloper shall cause to be prepared and filed, at Redeveloper's sole cost and expense, all applications as may be necessary and appropriate for the purpose of obtaining all Governmental Approvals required to implement the Project consistent with the Construction Schedule. All of the applications shall be in conformity with the applicable Redevelopment Plan, this Redevelopment Agreement and Applicable Laws. The Redeveloper shall provide the City with a copy of each application at the same time those applications are submitted to

the governmental City having jurisdiction over the same and shall have a continuing obligation, at the request of the City, to promptly provide the City with copies of all correspondence to and from each governmental City relating to these applications.

4.2(b) Diligent Pursuit Of Governmental Approvals. The Redeveloper agrees to prosecute all of the Redeveloper's applications for Governmental Approvals diligently and in good faith. Subject to the requirements of Applicable Law and unless expressly provided otherwise in this Agreement, the Redeveloper shall determine when and in what order to file each specific application. At the Redeveloper's reasonable request, the City will, in its reasonable judgment, sign consents or other documents required in connection with the Redeveloper's applications for Governmental Approvals and will supply information which is in the City's possession respective thereto. The City will, in its reasonable judgment, otherwise cooperate with and support the Redeveloper in connection with the applications for Governmental Approvals as the Redeveloper and the Redeveloper's counsel may reasonably request.

4.2(c) Appeals. If one or more of the Redeveloper's applications for Governmental Approvals is denied, or approved with conditions that the Redeveloper in its commercially reasonable judgment deems unacceptable, then unless the City consents in advance to a different course of action, the Redeveloper may, in its discretion, appeal or defend against such action, at its sole cost, and during the pendency of the appeal proceeding otherwise continue as the Redeveloper deems appropriate to seek the remaining Governmental Approvals. Redeveloper shall not be obligated to defend against an action by any person contesting or challenging the grant of Governmental Approvals to the Redeveloper, unless in Redeveloper's reasonable discretion it determines that such course of action is prudent.

4.2(d) Application For "Building Permits". The Redeveloper shall promptly and in a commercially reasonable manner submit applications for building permits and use commercially reasonable efforts to diligently prosecute the applications to conclusion for the Property.

4.3 Commencement and Completion Of Construction

4.3(a) Commencement And Completion Of Construction. Except as otherwise provided herein, the Redeveloper shall Commence Construction of the Project within the time period set forth within the Construction Schedule attached hereto as **Exhibit B**, but no later than thirty (30) Days following issuance of building permits for the Property, subject only to the occurrence of Force Majeure Events. The Redeveloper shall Complete Construction of the Project within the time period set forth within the Construction Schedule attached hereto as **Exhibit B**, subject only to the occurrence of Force Majeure Events. Any material change in the scope of the Project, changes or updates to the Construction Schedule, or extension of the projected Completion Date for any Property shall require the BA's prior written approval, which may be granted or denied in the BA's sole discretion, except that said extension shall be automatic for a Force Majeure Event. If the BA denies such approval, upon the Redeveloper's reasonable request the BA shall provide the reason(s) for such denial. The Redeveloper agrees to simultaneously provide to the City copies of all construction schedules and project budgets that Redeveloper submits to potential lenders or investors in connection with the financing of the Project for the Property. The Redeveloper agrees to Commence Construction and diligently Complete Construction of the Project on the Property, subject only to Force Majeure Events.

The Redeveloper understands that absent extraordinary and unforeseeable circumstances, the City will require strict compliance by Redeveloper as to the schedule for Commencement of Construction and Completion of Construction for the Project, interim deadlines or milestones and time periods for the various activities and actions to be taken by the Redeveloper hereunder, subject only to the occurrence of a Force Majeure Event.

4.3(b) Work To Be Performed By Redeveloper. The Redeveloper at its sole cost and expense shall perform all demolition, environmental Remediation, site preparation, construction, operation, administration and management of the Project on the Property. The Redeveloper hereby agrees that following an Event of Default or a termination of this Agreement, the City and anyone acting on the City's behalf shall be entitled to use the Redeveloper's Site Plan Approval Documents, governmental applications, and Governmental Approvals to complete the Project on the Property, without cost to or liability of the City (other than for actual services rendered to the City subsequent to the Event of Default or termination) and all agreements between the Redeveloper and its sub-contractors and consultants shall so provide. In addition, all performance or completion bonds provided by the Redeveloper's sub-contractors shall name the City as an intended beneficiary thereof, as its interests may appear.

4.3(c) Existing and Public Utility Rights and Improvements. The Redeveloper acknowledges that local public utility providers may have certain rights with respect to the Property and may own certain facilities located therein. The Redeveloper agrees that it is its sole responsibility, at its sole cost and expense, to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Project as provided by this Redevelopment Agreement, provided that the City shall provide any appropriate letter of support to accomplish such relocation, consistent with the provisions of N.J.S.A. 40A:12A-10. The Redeveloper shall consult local public utility providers with respect to all Project preparation and construction, and shall take all precautions to prevent personal injury, property damage and other liabilities related to utilities above, at or under the Property, including, but not limited to, assuring uninterrupted utility service to all properties during construction. The City will cooperate with the Redeveloper to determine the adequacy of existing municipal infrastructure. The City agrees to provide access to and permit connection to all such infrastructure and shall permit the Redeveloper to improve and/or expand such infrastructure as may be deemed necessary by the Redeveloper, as needed.

4.3(d) Water and Sewer Connection Fees. The Redeveloper shall be responsible, for any additional infrastructure improvements required to accommodate full development of the Project, including but not limited to streets, sanitary sewers, storm sewers, utility lines and drainage facilities. The City shall reasonably utilize any authority which it may have under Applicable Law to assist the Redeveloper in the approval and construction of infrastructure improvements required for the Project. The City shall also cooperate with the Redeveloper as an applicant or in any other capacity to assist the Redeveloper in obtaining approvals for any infrastructure improvements required for the Project. In furtherance of same, the Redeveloper shall pay all water and sewer connection fees due to the City or other agency.

4.3(e) Progress Reports And Project Oversight By The City. From the Commencement of Construction until the date that the Certificate of Completion is issued for the Project, the

Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the City no more than quarterly, as to the actual progress of the Redeveloper with respect to such construction. If so requested by the City, the Redeveloper agrees to attend progress meetings during the period of implementation of the Project, as follows:

(i) **Progress Meetings.** The Redeveloper shall attend and participate in periodic progress meetings as called by the City based on reasonable need therefore (as determined by the City in its sole discretion) no more than quarterly to report on the status of the Project and to review the progress under the Construction Schedule.

(ii) **Progress Reports.** At each progress meeting, and at such other times as may be reasonably requested by the City, the Redeveloper shall submit to the City a detailed written progress report which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to its Construction Schedule, activities to be undertaken prior to the next regularly scheduled progress report, and any unanticipated problems or delays and the explanation therefor. If the Redeveloper fails to meet a milestone or completion date set out in the Construction Schedule and is notified of same in writing by the City, or if Redeveloper conclusively determines between progress meetings that it will fail to meet a milestone or completion date on the Construction Schedule, the Redeveloper shall promptly provide written notice to City stating: (a) the reason for the failure to complete the applicable task, (b) the Redeveloper's proposed method for correcting such failure, (c) the Redeveloper's schedule for completing such task, and (d) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the Completion Date. This Section shall not in any way be construed as entitling the Redeveloper to an extension of the Completion Date or modification of the Construction Schedule for the Property, absent the City's prior written consent.

4.3(f) Construction Period Conditions. As pertains to construction period conditions, in the event of a conflict between this Section and a public safety ordinance of the City, the public safety ordinance shall control.

(i) **Construction Practices and Hours.** Construction practices and hours shall be in accordance with City ordinances and all other Applicable Laws.

(ii) **Site Maintenance.** During construction of the Project, or any portion thereof by Redeveloper then owned by Redeveloper, such portion of the Project (and adjacent public rights of way, if affected by construction activities related to such portion of the Project) will be cleaned or caused to be cleaned on a regular basis by Redeveloper. Redeveloper agrees to clean up within forty-eight (48) hours of a specific request by the City that Redeveloper do so, or by the close of the following business day, whichever is later. Should Redeveloper fail to comply with this obligation, the City may undertake cleaning within the public right of way and charge Redeveloper for the any costs incurred by the City for the same. The Redeveloper shall repair, at Redeveloper's cost, any damage occurring within the public right of way arising out of or in connection with the construction of the Project, or any portion thereof, by Redeveloper, except to the extent caused by the City, Redevelopment Entity or any of the City's or the Redevelopment Entity's employees, contractors or agents.

(iii) **Pedestrian Access and Safety.** Redeveloper will provide for safe pedestrian passage adjacent to the Property during construction of the Project by Redeveloper. Redeveloper shall supply to the City Building Department plans and specifications providing for pedestrian safety for such portion of the Property. The Redeveloper shall keep the sidewalks clean and free of debris, ice and snow during the construction of the Project by Redeveloper.

(iv) **Construction Parking.** The Redeveloper shall make arrangements with the City Construction Code Official and the Police Department for parking of construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Project Site. The City agrees to place from time to time temporary "Emergency, No Parking" signs on the adjacent streets as reasonably requested by Redeveloper to accommodate Redeveloper's construction activities.

(v) **Preconstruction Meeting.** There shall be a preconstruction coordination meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the City's Planning Director, Construction Code Official, the City Engineer, a representative from the Police Department, a representative from the Fire Department and representatives from the various utility companies, to the extent applicable and able.

4.3(g) Performance Security. Unless this requirement is waived in writing by the BA (which waiver may provide for the requirement to be imposed at a later time and/or upon the occurrence of certain events or the failure to meet certain milestone dates), not less than seven (7) days prior to the Commencement of Construction, the Redeveloper shall submit a performance bond issued by a duly authorized surety company authorized to do business in the State or letter of credit or other performance security for improvements associated with the Project in accordance with N.J.S.A. 40:55D-53. The performance bond or letter of credit provided, if applicable, shall not be released until final acceptance by the City of all of the work required under this Agreement as permitted by the MLUL.

4.4 Certificate Of Occupancy And Certificate Of Completion. The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy when necessary and appropriate for the Property as required under Applicable Laws. Following the issuance of the Certificate of Occupancy for the Property, and the satisfaction of the terms and conditions of this Agreement with respect to the Project on the Property by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the City agrees to issue a Certificate of Completion for the Property, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations for the Property under this Agreement and has completed construction of the Project on the Property in accordance with the requirements of this Agreement. Within thirty (30) Days after receipt of the Notice of Completion for the Property from the Redeveloper, the City provide the Redeveloper with the Certificate of Completion for that particular Property or with a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in Default under this Agreement, and what reasonable measures or acts will be necessary in the opinion of the City in order for the Redeveloper to be entitled to the Certificate of Completion. When issued, the Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants (as limited herein) in this Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project on the Property. Unless

otherwise required by a related Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of the Certificate of Completion, the provisions of this Agreement shall no longer encumber the Property; provided, however, that any other documents theretofore delivered pursuant to this Agreement that by their terms are intended to survive Completion of Construction for the Property (including, without limitation and by way of example only, any Deed restrictions, the Declaration of Restrictions, tax abatement agreements, and the like) shall not be affected by delivery of the Certificate of Completion for the Property. Upon the issuance and recording of the Certificate of Completion, the conditions determined to exist at the time that the Property was determined to be an area in need of redevelopment shall be deemed to no longer exist with respect to the Property.

4.5 Estoppel Certificates (Prior To Issuance Of Certificate Of Completion). At any time and from time to time prior to the issuance of a Certificate of Completion for the Property, the City shall, within sixty (60) Days of its receipt of a written request by the Redeveloper or of any mortgagee, lender, purchaser, tenant or other party having an interest in the Project, execute and deliver to (a) the Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by the Redeveloper, an instrument in which the City (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), (ii) states whether to the best knowledge of the City the Redeveloper is in Default under this Agreement, and, if so, specifying each such Default of which the City shall have knowledge; and (iii) confirms such other factual matters within the City's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Property. The Redeveloper shall not request and the City shall not be required to issue more than two (2) Estoppel Certificates in any calendar year.

ARTICLE 5

REDEVELOPER'S FINANCIAL COMMITMENT AND PERFORMANCE SECURITY

5.1 Redeveloper's Financial Commitment. The Redeveloper represents that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to purchase the Property on the terms and conditions set forth herein, and to perform all of the Redeveloper's obligations hereunder in order to Commence Construction and to Complete Construction of the Project on the Property within the time periods required under this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations And Warranties By The Redeveloper. The Redeveloper makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement.

(b) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State of New Jersey, and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on the Redeveloper's behalf.

(c) No receiver, liquidator, custodian or trustee of the Redeveloper has been appointed or is contemplated as of the date of this Agreement, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed or is contemplated as of the Effective Date.

(d) No indictment has been returned against any member, manager or officer of the Redeveloper.

(e) To the best of the Redeveloper's knowledge and belief after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which (i) questions the validity of this Agreement, the Redeveloper's execution hereof, or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair the Redeveloper's ability to perform the Project on the Property under this Agreement.

(f) The Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating agreement of the Redeveloper or, to the Redeveloper's knowledge, any other agreement, mortgage, indenture, instrument or judgment to which the Redeveloper is a party.

(g) All information and statements included in any information submitted by the Redeveloper to the City and its agents (including but not limited to Dilworth Paxson, LLP) are complete, true and accurate in all material respects. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper, incorporated herein by reference, are being relied upon by the City and are a material factor in the decision of the City to enter into this Agreement.

(h) The Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating and maintaining the Project on the Property.

(i) The party or parties signing the Agreement on behalf of the Redeveloper is or are fully authorized to sign on behalf of the current members of the Redeveloper and to bind it with respect thereto.

(j) The Redeveloper is a duly qualified urban renewal entity created pursuant to Applicable Law (a "URE") and it intends to submit an Application to the City under the Long-Term Tax Exemption Law for approval of an agreement for tax exemption and payments in lieu of taxes for the Property (a "Financial Agreement"). The Redeveloper and the City recognize that a Financial Agreement may benefit the Redeveloper and the City. The City agrees to consider such request for a Financial Agreement in good faith on terms acceptable to the City, and any Financial Agreement shall be subject to the receipt of all Governmental Approvals required by the Applicable Laws. The Redeveloper recognizes and acknowledges that the City has and at all times hereunder shall retain full discretion under Applicable Law as to whether to grant or deny the Redeveloper's request for a Financial Agreement for the Project.

(k) The ownership and management structure of the Redeveloper is set forth in the Redeveloper Application attached hereto as **Exhibit A** and is true as of the Effective Date of this Agreement. The Redeveloper shall, upon any change in the ownership and management structure set forth in **Exhibit A**, furnish the City with a complete statement subscribed and sworn to by the managing member of the Redeveloper, setting forth all of the changes in the ownership and management structure as shown on **Exhibit A**.

6.2 Representations And Warranties By The City. The City hereby makes the following representations and warranties:

(a) The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(b) This Agreement is duly executed by the City and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of Applicable Laws currently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a Default under or violate the terms of any indenture, agreement or other instrument to which the City is a party.

(c) To the best of the City's knowledge there is no action, proceeding or investigation now pending nor any basis therefor, known or believed to exist which questions the validity of this Agreement or any action or act taken or to be taken by the City pursuant to this Agreement.

(d) To the best of the City's knowledge there is no pending litigation which affects the designation of the Redevelopment Area or the adoption of the Redevelopment Plan.

(e) The party or parties signing the Agreement on behalf of the City is or are fully authorized to sign on behalf of the City and to bind it with respect thereto.

ARTICLE 7 **COVENANTS AND RESTRICTIONS**

7.1 Description Of Redeveloper's Covenants. The Redeveloper hereby covenants that it shall:

(a) in connection with its use or occupancy of the Project on the Property, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(b) comply with the applicable provisions and public purposes of the LRHL and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate

the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan, provided however, that Redeveloper shall not be deemed to be in breach if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws. All uses to which the Project on the Property may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement and under no circumstances can the Redeveloper undertake any construction or development of the Project for the Property not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Agreement.

(c) in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or entities and in general do all things which may be requisite or proper for the construction and development of the Project on the Property in accordance with the Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws, provided however, that the Redeveloper shall not be deemed to be in breach of this covenant if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws.

(d) use diligent efforts to (i) obtain all Governmental Approvals requisite to the construction and development of the Project on the Property including evidence satisfactory to the City that the Redeveloper's use of the Project on the Property is in compliance with this Agreement, the Redevelopment Plan and all Applicable Laws, and (ii) ensure Completion of Construction of the Project within the time periods specified in the Construction Schedule, as may be modified or extended in accordance with the terms of this Agreement.

(e) use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated herein. The Redeveloper shall enter into such other agreements with respect to its development, financing, construction and management and operation of the Project containing such provisions as may be required by Applicable Law and such other provisions as may reasonably be requested by the City or as may reasonably be required by Governmental Approvals.

(f) except as otherwise permitted hereunder in the case of the occurrence of a Force Majeure Event, not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project on the Property.

(g) diligently undertake the construction and development of each individual component of the Project on the Property throughout the Construction Period and use commercially reasonable efforts to complete each component of the Project on the Property on or before the applicable Completion Date.

(h) not encumber, hypothecate or otherwise use the Project or the Property, or any part

thereof, as collateral for an unrelated transaction.

(i) during construction of the Project, keep debris and/or waste materials containerized and/or stored and disposed of within normal industry standards

(j) cause the Project to be developed, designed, financed and constructed at its sole cost and expense, except as otherwise set forth in this Agreement.

(k) immediately notify the City of any material change in its financial condition from the information provided to the City by the Redeveloper, or any other material change in the Redeveloper's financial capability to design, develop, finance, construct and operate the Project on the Property in furtherance of the City's consideration in executing this Agreement with the Redeveloper if such change will materially impair the Redeveloper's ability to perform its obligations pursuant to the terms of this Agreement.

(l) keep and maintain in good condition any improvements constructed for the Project that are secured by performance or maintenance guarantees required pursuant to N.J.S.A. 40:55D-53 for the time period that these guarantees are in effect.

The covenants and restrictions listed within this Section shall be binding upon the Redeveloper, its successors and assigns and shall be recorded against the Property either by recording this entire Redevelopment Agreement or by recording a separate short form Declaration of Covenants and Restrictions consistent with the form Declaration attached hereto at **Exhibit C**, within forty-five (45) Days of the Effective Date of this Agreement. To the extent that the City arranges for the recording of the Declaration of Covenants, the costs relating such recording shall be City Costs. These covenants and restrictions shall remain in effect for the period set forth in Section 7.2 below.

7.2 Effect And Duration Of Redeveloper Covenants. It is intended and agreed that the agreements and covenants set forth in this Agreement shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project or any part thereof. The covenants shall cease and terminate when a Certificate of Completion for the Project has been issued, provided however, that the covenants in Sections 7.1(a) and (l) shall remain in effect without limitation as to time except as otherwise provided herein.

ARTICLE 8

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer Of Interests In Redeveloper. The Agreement Or The Property. (a) The Redeveloper recognizes the importance of the Property to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the City in entering into this Agreement. The City considers that a transfer of the ownership in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant

change in the ownership of or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Redeveloper, and, in so doing, the City is relying on the obligations of the Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder.

As a result, prior to completion of the Project on the Property, as evidenced by the issuance of a Certificate of Completion, except with the express prior written consent of the City, which consent shall be granted or denied in the City's sole and absolute discretion, the Redeveloper agrees for itself and all successors in interest that, unless otherwise permitted under this Agreement, there shall be no sale, transfer or assignment of (i) the Property; (ii) any equity interest in the Redeveloper, nor any direct or indirect change in control of the Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise; or (iii) the Agreement. With respect to this provision, the Redeveloper and the persons signing this Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

(b) In the event that the prior written consent of the City is requested to a sale, transfer or assignment, the Redeveloper shall provide the City with evidence of the proposed transferee and/or assignee's financial capacity and experience evidencing their ability to complete the Project on the Property and the City shall thereafter either grant such consent or provide reasons as to its denial of consent. Without limiting the City's discretion, at a minimum, any such approval for a sale, transfer or assignment will be granted only if the City determines that (i) the assignee is capable of completing the Project (or any portion of the Project being assigned), and that (ii) the assignee is assuming all responsibilities of the Redeveloper under this Agreement as to the Project (or any portion of the Project being assigned).

8.2 Exemption From Prohibited Transfers. Notwithstanding the foregoing, with prior knowledge of the City by written notice from the Redeveloper, the following shall not constitute a prohibited transfer for purposes of Section 8.1 and shall not require the consent of the City:

Conveyance of the Property or an interest therein and/or assignment by the Redeveloper of its rights under this Agreement, but only upon the following conditions: (a) if such conveyance is to third parties to which easements would conventionally be granted in connection with services (i.e. utility companies); or (b) if such conveyance is to an Affiliate, including but not limited to an urban renewal entity formed by the Redeveloper pursuant to N.J.S.A. 40A:20-4, provided that (i) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (ii) a copy of the written instrument of conveyance and assignment and assumption of this Redevelopment Agreement shall be delivered to the City for review and approval prior to execution, and once approved and executed, fully executed copies provided to the City promptly; and (iii) such conveyance or assignment does not violate any of the Government Approvals.

8.3 Consent To Permitted Transfers. The City hereby consents, without the necessity of further approvals from any entity, to the following permitted transfers: (a) a mortgage or related security granted by the Redeveloper to a mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement (including assignments to Holders (as such term is defined within Section 9.1) that are required as a condition to the closing of the financing so secured); (b) mortgages, leases, and other liens and encumbrances for the purpose of financing the costs associated with, or incurred in connection with the acquisition, development and construction of the Project; (c) a transfer to an Affiliate, including but not limited to an urban renewal entity formed by the Redeveloper pursuant to N.J.S.A. 40A:20- 4, so long as the Affiliate signs an assignment and assumption agreement in which it agrees to assume all of the obligations of the Redeveloper hereunder; (d) the Declaration of Covenants and Restrictions; (e) a lease, sublease, license, or franchise agreement to a tenant, sublessee, licensee, or franchisee occupying premises in the Project for the purpose of residing therein; (f) utility and other development easements; (g) environmental covenants and restrictions imposed by a regulatory Governmental Agency; and (h) any contract or agreement with respect to any of the foregoing exceptions provided, however, that to the extent practicable: (i) the Redeveloper shall give the City at least fifteen (15) Days prior written notice of such permitted transfer, including a description of the nature of such permitted transfer, and the name(s) and address(es) of the transferee and any parties, individuals or entities involved in such permitted transfer and the nature of the transfer;

For the avoidance of doubt, the City consents to the transfer to a Holder upon a foreclosure or deed in lieu as provided within, and subject to the terms and restrictions of, Article 9.

8.4 Prohibition Against Speculative Development. Because of the importance of the development of the Property to the general welfare of the community, the Redeveloper represents and agrees that its acquisition of the Property and the Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the redevelopment or rehabilitation the Property as provided herein, and not for speculation in land holding.

8.5 Information As To Ownership Of Redeveloper. In order to assist in the effectuation of the purpose of this Article 8, within seven (7) Days of the Effective Date, the Redeveloper shall submit to the City an incumbency certificate of the Redeveloper as of the Effective Date, subscribed and sworn to by a manager of the Redeveloper, setting forth the name(s) and address(es) of all entities owning at least a 10% interest in the Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that the Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to N.J.S.A. 40:55D-48.2 and as is required under N.J.S.A. 52:25-24.2.

- (a) Between the Effective Date and Completion of the Project as evidenced by the issuance of a Certificate of Completion, and at such other times as reasonably requested by the City, the Redeveloper will submit to the City an updated incumbency certificate and keep same current.
- (b) The Redeveloper will immediately notify the City in writing of any and all changes whatsoever in the ownership of the Redeveloper, legal or beneficial, or

of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

- (c) The Redeveloper shall, at such time or times as the City may request, furnish the City with a complete statement subscribed and sworn to by managing member of the Redeveloper, setting forth all of managing members, or other owners of equity interests of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper's entity, their names and the extent of such interest.

ARTICLE 9

MORTGAGE FINANCING

9.1 Mortgages, Liens, Or Other Encumbrances. Prior to the issuance of a Certificate of Completion, the Redeveloper shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Project on the Property, by mortgage or involuntary act of the Redeveloper or others, upon obtaining knowledge or notice of same (the mortgagee thereunder or its Affiliate being collectively defined herein as a "Holder").

9.2 Obligations Of Mortgagee. Notwithstanding any of the provisions of this Redevelopment Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Redevelopment Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through any such holder or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project for any of the Property or to guarantee such construction or completion; provided that nothing in this Article or any other Article or provision of this Redevelopment Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any project thereon, other than those uses provided or permitted under this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws.

To the extent that any Holder is required to foreclose against any lien it has with respect to the Project (as a result of a Redeveloper Event of Default or a default by Redeveloper under any agreements executed by Redeveloper and its Project lenders), the City agrees to forbear from the enforcement of any remedies provided under this Agreement that it may have against Redeveloper in order to permit such Holder to foreclose and assume or cause a third party to assume the obligations of Redeveloper under this Redevelopment Agreement; provided, however, that the City shall not be obligated to forbear from the exercise of any remedies available to it hereunder if such forbearance will result (or may result, in the reasonable judgment of the City) in a waiver of the City's rights under this Agreement or a material and adverse effect on the City's rights or

performance obligations hereunder or any material increase in the City's financial obligations hereunder.

9.3 Notice Of Default To Mortgagee And Right To Cure. Whenever the City shall deliver any notice or demand to the Redeveloper with respect to any breach or Default by the Redeveloper under this Redevelopment Agreement, the City shall at the same time deliver to each lender (or equity participant in Redeveloper) a copy of such notice or demand, provided that the Redeveloper has delivered to the City a written notice of the name and address of such lender and equity participant. Each such lender shall (insofar as the rights of the City are concerned) have the right, at its option, within sixty (60) Days after receipt of a Notice of Default, to cure any such Default with respect to that portion of the Project which is being financed by such lender and which is subject to being cured and to add the cost thereof to the debt and the lien which it holds, or to the obligations of the lessees under any lease-back or of the guarantor under any other conveyance for financing; provided, however, that if the Default is one that cannot be completely cured within sixty (60) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the lender promptly begins to take actions to correct the Default upon its receipt of notice thereof or, if required, upon its obtaining possession of the Property, and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the City otherwise consents in writing to an extension of time.

9.4 Foreclosure. If a Holder forecloses its mortgage secured by the Property (or portion to which its mortgage relates), or takes title to the Property (or portion to which its mortgage relates) by deed-in-lieu of foreclosure or similar transaction or if a third party purchaser acquires the Property at the foreclosure sale, or if a mezzanine lender forecloses any security interests it may have in Redeveloper (collectively a "Foreclosure"), the Holder or such third party purchaser shall have the option to either (i) sell the Property to a party that has the qualifications and financial responsibility necessary to perform the obligations of the Redeveloper hereunder as reasonably determined by the City, which entity shall assume the obligations of the Redeveloper under this Agreement in accordance with Applicable Law, and/or (ii) to assume the obligations of the Redeveloper under this Agreement in accordance with Applicable Law. In the event of a Foreclosure, the City shall not seek to enforce against the Holder or purchaser of the Property any of the remedies available to the City pursuant to the terms of this Agreement available in connection with the events preceding the Foreclosure. The Holder, or the third-party purchaser referenced above that is assuming the obligations of the Redeveloper as to the Property affected by such Foreclosure or sale, must agree to Complete the Project in the manner provided in this Agreement, but subject to reasonable extensions of the scheduled Completion Date to be granted within the City's reasonable discretion. Any such Holder or party assuming such obligations of Redeveloper shall, upon properly Completing the Project, be entitled to a Certificate of Completion in accordance herewith. Nothing in this Agreement shall be construed or deemed to permit or to authorize any Holder, or such other party assuming such obligations of the Redeveloper, to devote the Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement and the Redevelopment Plan.

ARTICLE 10
EVENTS OF DEFAULT

10.1 Events Of Default. Any one or more of the following shall constitute an Event of Default hereunder, subject to a Force Majeure Extension as provided elsewhere in this Agreement:

(a) Failure of the Redeveloper or the City to observe or perform any covenant, condition, representation, warranty or agreement hereunder, and any act or omission characterized elsewhere in this Agreement as a Default, and the continuance of such failure, act or omission for a period of ninety (90) Days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"); provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the defaulting party promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(b) (i) If the Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive Days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive Days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper (i) fails to perform its obligations with respect to the implementation of the Project on the Property in accordance with this Agreement and the Construction Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including but not limited to failure to Commence Construction or Complete Construction in accordance with the Construction Schedule related to the Project; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the City (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) Days after receipt by the Redeveloper of a Notice of Default; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days

unless the non-defaulting party consents, in writing, to an extension of time to cure.

(d) There is a transfer of the Property, or interest therein, or an assignment of Redeveloper's interest in this Agreement that does not comply with the requirements of Article 8.

(e) The material breach of any warranty or representation made by the Redeveloper or the City.

(f) The violation by the Redeveloper of any covenant or restriction contained in the Declaration of Covenants and Restrictions, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the City; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(g) The Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments or payments in lieu of taxes applicable to the Property conveyed to Redeveloper pursuant to the terms of this Agreement, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the City.

(h) Redeveloper's failure to fund or to replenish the funding of the Escrow Agreement or to comply with any other obligations set forth within the Escrow Agreement, which violation is not cured within sixty (60) Days after receipt by the Redeveloper of a Notice of Default from the City.

10.2 Remedies Upon Event Of Default. Whenever any Event of Default of the Redeveloper shall have occurred, the City may, on written notice to the Redeveloper (a "Termination Notice"), terminate this Agreement and the Redeveloper's designation as the exclusive Redeveloper for the Property and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Agreement. In addition, the Redeveloper shall be responsible for any and all costs or expenses incurred by the City, including reasonable attorney's fees, incurred in connection with the termination of this Agreement, the termination of the Redeveloper's designation, and any and all other action take at law or in equity by the City to enforce the terms of this Agreement. Whenever any Event of Default of the City shall have occurred, the Redeveloper, after issuance of a Termination Notice to the City, may take whatever action at law or in equity as may appear necessary or desirable to enforce the terms of this Agreement.

10.3 Force Majeure Extension. For the purposes of this Agreement, neither the City nor the Redeveloper shall be considered in breach or in Default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the City or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not

exceeding the period of delay resulting from the occurrence of a Force Majeure Event. To invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written notice to the other party of the occurrence of a Force Majeure Event as soon as practicable but in no event more than ninety (90) Days after the occurrence thereof.

10.4 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the City in asserting any of its rights or remedies as to any Default by Redeveloper, shall not operate as a waiver of such Default, or of any such rights or remedies, or to deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.5 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10.6 Failure or Delay by Either Party. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default, shall not operate as a waiver of any Default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies as established by this Agreement.

10.7 Delivery and Assignment of Plans upon Termination. In the event of a termination of the Redeveloper as redeveloper, Redeveloper shall promptly deliver to the City, and assign to the City, all of its right, title and interest in and to any Governmental Approvals, Plans, drawings, surveys, studies, test, investigations, permits, approvals and all other Project documents for the Property to the extent that such documents are in the possession and control of the Redeveloper or its consultants, contractors, engineers, architects or agents, and shall upon request execute assignments of all Project documents for the Property and other rights and agreements pertaining to the Project on the Property in favor of the City.

ARTICLE 11 **INSURANCE**

11.1 Insurance – General Requirements. As of the Effective Date of this Agreement and at all times thereafter during the Remediation, and/or construction of the Project, and until such time as the City shall issue a Certificate of Completion for the Project in accordance with the provisions of this Agreement, the Redeveloper shall maintain, or cause to be maintained by its contractors, who shall name the City as an additional named insured and provide proof of same, insurance for the mutual benefit of the City and the Redeveloper as their interests may appear:

(a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the City or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any

event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project;

(b) All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the City from time to time, but not less than \$2,000,000.00 per occurrence in respect of injury or death and \$4,000,000.00 aggregate general liability policy;

(c) Workers compensation insurance in an amount not less than \$1,000,000.00 or as statutorily may be required under Applicable Laws for employees of Redeveloper and its contractors;

(d) Builder's risk insurance; and

(e) Such coverage may be maintained through policies obtained by contractors retained by the Redeveloper so long as such policies identify the Redeveloper and the City as additional insureds thereunder.

The Redeveloper's obligation to provide insurance, or to arrange for its contractors to provide insurance, as to the Project on the Property shall cease upon the issuance of a Certificate of Completion for the Project.

The Redeveloper shall furnish the City with satisfactory proof that it has obtained all applicable insurance as described in this section from insurance companies or underwriters reasonably satisfactory to the City. The Redeveloper shall furnish to the City certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies. The certificates shall be submitted promptly prior to the date that the Redeveloper enters onto the Property pursuant to the terms of this Agreement and the Redeveloper shall not be entitled to enter onto the Property or to exercise any other rights hereunder until the certificate has been received and verified. Until construction of the Project on the Property is completed and a Certificate of Completion issued, the Redeveloper shall, on an annual basis, provide the City with proof that the aforesaid insurance policies are being maintained.

11.2 Insurance-Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated "A" or better by A.M. Best and reasonably acceptable to the City.

11.3 City as Insured. All policies of insurance required herein shall name the City as an insured, as its interests may appear.

11.4 Additional Insurance. Nothing in this Article shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies provided for under Section 11.1 under a blanket insurance policy or policies which can cover other property as well as the Property; provided, however, that any such policy of insurance provided for under Section 11.1 must (a) specify therein, or the Redeveloper shall furnish the City with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required by Section 11.1 to be carried, and (b) not contain any clause which would

result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

11.5 Subrogation. All insurance policies obtained pursuant to this Article must include waivers of subrogation against the City and the Redeveloper.

ARTICLE 12

COMMUNITY INITIATIVES

12.1 First Source Employment During and After Construction: First Source Pass Through.

(a) If the Redeveloper, 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 Redeveloper, its successors and/or assigns and/or subsequent purchasers and/or any third party management companies retained to manage the Property, shall make good faith efforts to hire City residents to fill these jobs as specified below. The City, through the City’s Office of Human Resources and/or a non-profit entity to be named by the City as the job referral center (hereinafter, the “Job Referral Center”), shall be available to assist in providing qualified candidates for the above ‘first source’ interviewing and hiring. The good faith efforts by Redeveloper, its successors and/or assigns and/or subsequent purchasers and/or any third party management companies retained to manage the Property, shall include, but not be limited to, the following: (1) written notification to the Job Referral Center of any new full or part-time job opportunities at least five (5) business Days prior to the commencement of the interviewing process. Such notification shall include, but not be limited to, the number of positions available, projected start date, estimated level of compensation, the skills and experience required for successful applicants, and the anticipated term of employment; (2) hold a first source interview window of at least five (5) business Days during which only candidates referred by the Job Referral Center shall be interviewed. These first source interviews shall take place prior to interviewing candidates from the general public; (3) cooperate with efforts to recruit City residents for employment opportunities, including participation in job fairs or similar events held by the City; and (4) meet with appropriate City officials to determine the status of recruitment efforts and to plan future employment recruitment activities. Redeveloper, 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 Redeveloper 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 Redeveloper 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 Redeveloper and its successors and/or assigns and/or any subsequent purchasers agree to enforce the lease provisions set forth within Section 12.1(b) above to ensure compliance by all lessees. The Redeveloper and its successors and/or assigns and/or any subsequent purchasers also agree to include the terms of this Section 12.1 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 Redevelopment Agreement and any other remedy provided by law, the Parties hereby agree that the provisions of this Section 12.1 may be enforced by the City through specific performance.

12.2 Affirmative Action.

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

- (1) It will comply with the provisions of the Affirmative Action Language contained herein.
- (2) When hiring workers in each construction trade, or when engaging contractors, the Redeveloper agrees, pursuant to the City's request, to use its best efforts to employ:

- a. Minority workers in each construction trade; or
 - b. Minority contractors consistent with the following goals: (as to workers) - a goal of employing twenty (20%) percent Minority workers out of the total number of workers employed as part of the work force in connection with the Project; or (as to contractors) - a goal of contracting with Qualified Minority Business Enterprises for twenty percent (20%) of the dollar value of the hard costs of total procurements to be awarded in connection with the Project.
 - c. For purposes of this Section, the term "Minority" shall mean persons who are either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender). The term "Qualified Minority Business Enterprise" shall mean a business which has its principal place of business in New Jersey, is independently owned and operated, is at least 51% owned and controlled by Minority group members and is qualified.
- (3) It will undertake a program of local preference to facilitate entering into contracts with and/or purchasing goods and services from local merchants and businesses located within the City.
 - (4) It will endeavor to comply with the above stated goals by, among other things, considering employment of applicants, contractors and vendors who are from a pool registered by the City or its designee.
 - (5) Where applicable, it will at all times conform to the laws, regulations, policies of the State, the federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government-sponsored funding for the Project, notwithstanding any other provision of this Redevelopment Agreement to the contrary.

12.3 Compliance and Reporting. The obligations contained in Sections 12.1 and 12.2 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 Redeveloper (or any other person or entity) in respect of the construction of the Project shall so provide. The Redeveloper 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 12.1 and 12.2.

12.4 Community Benefit Contribution. The Redeveloper agrees to pay the City a community benefit contribution in the amount of two hundred and seventy five thousand dollars (\$275,000.00) to offset the costs of the water and sewer improvements that City will have to make to its system due to the impact of this Project and other redevelopment projects upon the City's water and sewer system.

This community benefit contribution shall be paid by the Redeveloper to the City pursuant to the terms of a separate Community Benefit Agreement that will be entered between the Redeveloper and the City.

ARTICLE 13
OTHER REDEVELOPER OBLIGATIONS

13.1 Defense/Indemnification. (a) Except if arising or caused by the gross negligence or willful misconduct of the City or any of its contractors, employees, agents or invitees, the Redeveloper agrees to indemnify and hold the City and its agents, employees and/or representatives harmless against any litigation filed against the City and its agents, employees and/or representatives challenging any aspect of the Agreement or the Project, including but not limited to, the validity of the Project or of any governmental action taken by the City to effectuate the Project, including but not limited to the City's entry into this Agreement and the City's transfer of the Property to the Redeveloper thereunder. If such litigation is filed, the City shall retain control over the defense of such litigation and shall appoint counsel of its choice to defend the City in such litigation. The Redeveloper shall reimburse the City for the City's reasonable costs in defending such litigation and shall indemnify and hold the City harmless against any monetary judgment entered against the City in such litigation. The City shall promptly inform the Redeveloper of the filing of any litigation challenging the validity of the Project or of any governmental action taken by the City to effectuate the Project and shall have a continuing obligation to keep the Redeveloper apprised of the status of such litigation until the litigation is concluded.

(b) Using the Redeveloper's counsel or such other counsel as designated by the Redeveloper or the Redeveloper's insurers, the Redeveloper agrees to indemnify and hold harmless the City and its agents, employees and or/representatives, against, and the Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgment, or expenses, of any and all kinds or nature and however arising, imposed by law, except if arising or caused by the gross negligence or willful misconduct of the City or any of its contractors, employees, agents or invitees, which the City may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, relating to the Redeveloper's activities in constructing the Project on the Property or based upon or arising out of contracts entered into by the Redeveloper which relate to the construction of the Project, whether as a result of Redeveloper's Default or out of the Redeveloper's acquisition, construction or installation of the Project on the Property, including but not limited to any all claims by workmen, employees or agents of the Redeveloper and unrelated third parties, which claims arise from the construction of the Project on the Property, the maintenance and functioning of improvements installed pursuant to the Project on the Property, or any other activities of the Redeveloper during the construction of the Project on the Property. The Parties agree that neither the City nor its directors, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the Redeveloper shall save the City and its directors, officers, agents, servants or employees harmless from any claim or suit by a third party in connection with the Redeveloper's obligations under this Agreement, except for any claim arising from the gross negligence or willful acts of the City or its directors, officers, agents, servants or employees.

(c) The Redeveloper, at its own cost and expense, shall defend any and all claims, suits and actions, as described more fully within Section 13.1(b), which may be brought or asserted against the City and its directors, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance which may be provided for in this Agreement from its obligation to defend the Redeveloper, the City, and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy.

(d) The Redeveloper releases the City from, agrees that the City shall not be liable for, and agrees to hold the City harmless against any expense or damages incurred because of any litigation commenced as a result of any action taken by the City with respect to this Agreement and the Project on the Property, except if caused by the gross negligence or willful misconduct of the City or its contractors, directors, officers, agents, servants or employees.

(e) Upon the commencement of any litigation referred to in this Section, or if and when the City incurs any costs, expenses or damages described in this Section, the City shall give the Redeveloper prompt written notice thereof.

(f) All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any member, officer or employee of the City in his or her individual capacity and no recourse shall be had for any claim based hereunder against any member, officer or employee of the City or any natural person executing this Agreement.

(g) The covenants and other provisions of this Section shall survive the termination of this Agreement as to any and all claims arising from this Agreement or the Project.

13.2 Security Cameras. The Redeveloper shall, at its sole cost, cause the purchase and installation of security cameras on the exterior of the Property or in the vicinity of the Property at the direction of and at locations determined by the City. The City shall determine the number, locations and date of installation of the cameras. The Redeveloper shall be solely responsible for all costs associated with the purchase and installation of the security cameras, including but not limited to the cameras, the weather casing, all parts necessary for integration into the City's wireless network, and installation services. After the security cameras have been installed at the Redeveloper's expense, the City shall be solely responsible for all costs associated with the maintenance and replacement of any camera, when deemed necessary and appropriate by the City.

ARTICLE 14

MISCELLANEOUS

14.1 Real Estate Taxes. The Redeveloper shall be responsible for the quarterly payment of real estate taxes to the City on all parcels of the Property which it owns from the date of its ownership until the Annual Service Charge Start Date (as defined in the Financial Agreement)(if a long term tax exemption is granted by the City to the Redeveloper for the Project).

14.2 Cooperation. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The City further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project; provided, however, that all costs and expenses of such cooperation by the City shall constitute City Costs. The City further agrees to take all actions reasonably requested by Redeveloper to expedite the Project, including without limitation designating City staff liaisons to assist the Redeveloper in interacting with City departments, commissions, boards, authorities and the like.

14.3 Conflict of Interest. No member, official or employee of the City shall have any direct or indirect interest in this Redevelopment Agreement or the Project, nor participate in any decision relating to the Redevelopment Agreement or the Project which is prohibited by law.

14.4 No Consideration For Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the City any money or other consideration for or in connection with this Redevelopment Agreement.

14.5 Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Redeveloper, or any successor in interest, in the event of any Default or breach by the City, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

14.6 Non-Liability of Officials and Employees of the Redeveloper. Unless otherwise obligated hereunder as a guarantor, no member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the City, or any successor in interest, in the event of any Default or breach by the Redeveloper or for any amount which may become due to the City, or their successors, on any obligation under the terms of this Redevelopment Agreement.

14.7 Inspection of Books and Records. The City shall have the right, upon reasonable written notice to the Redeveloper, to inspect the books and records of the Redeveloper pertinent to the purposes of this Redevelopment Agreement. Such inspections must be performed at a time and in a manner so as to not unreasonably interfere with the business operations of the party whose books and records are being inspected.

14.8 Modification of Agreement. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the City and Redeveloper with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment as being modified by such amendment. All other portions of this

Agreement not so specifically amended in writing shall remain in full force and effect. No waiver by the City or the Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of both the City and the Redeveloper.

14.9 Notices and Demands A notice, demand or other communication under this Redevelopment Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the City:

The City of Orange Township
29 North Day Street
Orange, New Jersey 07050

Attention:

Christopher Hartwyk
Business Administrator

Phone: 973-952-6089
Fax: 973-677-7847
Email: chartwyk@orangenj.gov

Attention:

Christopher Mobley
Planning and Economic Development

Phone: 973-952-6070
Fax: 973-677-7847
Email: cmobley@orangenj.gov

Attention:

Laquana Best
Planning and Economic Development

Phone: 973-952-6072
Fax: 973-677-7847
Email: lbest@orangenj.gov

with copies to:

David A Clark, Esq.
Dilworth Paxson, LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728

As to the Redeveloper:

617 Scotland Urban Renewal, LLC
5308 13th Avenue, #197
Brooklyn, New York 11219

with copies to:

Elnardo J. Webster, II, Esq.
CONNELL FOLEY LLP
1085 Raymond Boulevard
19th Floor
Newark, New Jersey 07102

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) Days' notice in advance of such change of address in accordance with the provisions hereof.

14.10 Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement, as set forth at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

14.11 Severability. The validity of any Articles and Sections, clauses or provisions of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses or provisions hereof.

14.12 Successors Bound. This Redevelopment Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

14.13 Governing Law; Jurisdiction and Venue. This Redevelopment Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Essex County, New Jersey, and the Redeveloper hereby waives all objections to such venue. Notwithstanding the above, the Parties may, upon mutual written consent, pursue alternate dispute resolution (such as mediation or binding arbitration) to attempt to resolve any issues or disputes arising from this Agreement.

14.14 Counterparts. This Redevelopment Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

14.15 Exhibits. Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

14.16 Entire Agreement. With the exception of the Escrow Agreement between the Parties, which shall remain in full force and effect, this Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

14.17 Waiver. No waiver made by any party with respect to any obligation of any other party under this Redevelopment Agreement shall be considered a waiver of any other rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

14.18 Authorization. Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

ATTEST:

617 SCOTLAND URBAN RENEWAL, LLC

Witness

By: _____
Solomon Goldberger, Managing Member

ATTEST:

THE CITY OF ORANGE TOWNSHIP

Clerk

By: _____
Dwayne D. Warren, Esq., Mayor

APPROVED AS TO FORM

City Attorney

STATE OF NEW JERSEY)
) SS:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DWAYNE D. WARREN, ESQ., who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Mayor of THE CITY OF ORANGE TOWNSHIP, a body corporate and politic, and the body corporate and politic named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the City Council; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by DWAYNE D. WARREN, ESQ., the Mayor as and for the voluntary act and deed of said body corporate and politic, in her presence, who thereupon subscribed her name thereto as attesting witness.

Sworn and subscribed to before me this ___ day
of _____, 2023.

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

STATE OF NEW JERSEY)
) SS:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Solomon Goldeberger, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Managing Member of 617 SCOTLAND URBAN RENEWAL, LLC, a limited liability company under the laws of New Jersey, and the company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by this limited liability company; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this ___ day
of _____, 2023.

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

**EXHIBIT A
REDEVELOPER APPLICATION**

{00402891,v2/ 17-006/047}
7427955-1

**CITY OF ORANGE TOWNSHIP
APPLICATION FOR DESIGNATION AS REDEVELOPER**

This information is necessary for the City of Orange Township (the "City") to process an application to designate an applicant as a redeveloper in an authorized redevelopment area within the City. Fill in all blanks, using "NONE" or "NOT APPLICABLE" where necessary. If more space is needed to answer any specific questions, use a separate sheet. Return one original plus four copies of this application and one copy of the financial materials to the Redevelopment Agent, City of Orange Township, 29 North Day Street, Orange, New Jersey 07050.

Summary: Please provide a brief narrative description of the project to be developed in the redevelopment area: Applicant received preliminary and final site plan approval to improve the lot with a six-story building, that shall consist of seventy-eight (78) units and fifty-eight (58) off-street parking spaces. The units are a mix of studio, one and two bedroom units. Amenities include a lobby, fitness room, lounges, a common area terrace and private terraces, among others.

I. Applicant Information (Proposed owner of the project)

A. General Information

Name of Applicant	Name of Contact Person (office/owner of the applicant)	
617 Scotland Urban Renewal LLC	Solomon Goldberger	
Street Address	City	Date of Application
5308 13th Avenue	Brooklyn	5/17/2023

County	State	Zip Code	Employer's I.D. No.	Telephone No.
Kings	NY	11219		718-930-7768

Mailing Address	Fax No.
730 Garfield Avenue, Jersey City, NJ 07305	

B. Applicant's Business Organization: Corporation Partnership Sole Proprietorship Other (describe): _____ If incorporated, in what state chartered? New Jersey

Is the applicant a subsidiary or direct or indirect affiliate of any other organization? Yes No If yes, indicate name and address, and employee identification number of related organization and relationship. (Use separate page if needed and include as Exhibit 1B.)

- C. List 100% ownership including all officers, directors and partners of the applicant. Also, list all owners and stockholders of applicant (complete all columns for each person). If the applicant is a publicly-held corporation please provide the latest proxy statement indicating stock ownership and 10-K. (Use separate page if needed and include as Exhibit 1C.)

Name and Home Address	Birth Date	Office Held	Percent Ownership
Solomon Goldberger, 5308 13th Avenue, Brooklyn, NY	3/2/1987	Member	100%

- D. For each person listed in items B and C above, please provide the names and business addresses of all other companies, partnerships, proprietorships, or business associations in which such person or entity holds 10% or more interest, stock, or ownership, and the percentage of such ownership. (Use separate page if needed and include as Exhibit 1D.)

- E. Have any of the persons or entities listed in items A, B, C, or D above:

- been within the last five years, a party in litigation involving laws governing hours of labor, minimum wage standards, discrimination in wages or child labor? Yes No
- been, or is now, charged with, convicted of, under indictment, on parole, on probation or a plaintiff in, any criminal or civil offense other than a minor motor vehicle violation? Yes No
- been or is now, subject to, or has pending, any disciplinary action by any administration, governmental or regulatory body? Yes No
- been or is now subject to any order resulting from any criminal, civil or administrative proceeding brought against such persons or parties by any administrative governmental, or regulatory agency? Yes No
- been or is now denied any license by any administrative, governmental or regulatory agency on the grounds of moral turpitude? Yes No
- been or is now informed of any current or on-going investigation with respect to possible violations by such persons or parties of state or federal securities, antitrust or criminal laws? Yes No
- been or is now denied a business-related license or had it suspended or revoked by any administrative, governmental or regulatory agency? Yes No

8. been or is now disbarred, suspended or disqualified from contracting with any federal, state or municipal agency? Yes No
9. been or is now in receivership or adjudicated bankrupt? Yes No
10. been or is now in default on a personal or business loan? Yes No

If the answer is yes to any question in item E above, furnish details on a separate page as Exhibit II. Be sure to answer the questions correctly, they are important. The fact that you have an arrest or conviction record will not necessarily disqualify your application, but a deliberate incorrect answer will probably cause your application to be turned down. Any information you wish to submit that may expedite this investigation should be set forth in Exhibit II.

- F. 1. Name, address and telephone number of counsel to applicant:
2. Name, address and telephone number of applicant's principal bank(s) of account and loan officer:
3. Name, address and telephone number of accountant to applicant:
4. Name, address and telephone number of project architect and/or engineer:

II Project Information

A Location of Proposed Project

Street Address: 611-617 Scotland Road, 517-519 Beach Street

Block(s): 6105 Lots: 2, 3, 4 & 5 Section:

B. Project Site (Land)

1. Indicate approximate size (in acres or square feet of land). 0.5 acres
2. Are there buildings now on the project site? yes no
If yes, indicate number and approximate size in square feet of each building.
4 2-story dwellings and 1 block building, approximately 1,200 square feet each
3. Indicate the present owner of the project site.
-

4. Indicate the Present owner of the project site.

Patrick Adams
Name: Romanus Ihuoma Contact Person: Solomon Goldberger
Franklin Caputo & Robert Caputo
Calrence Drewry
Business Street Address: 611 Scotland Road, Orange
613 Scotland Road, Orange
617 Scotland Road, Orange Telephone:
City/State/Zip: 519 Beach Street, Orange

5. If the applicant is not now the owner of the project site, does the applicant have an option to purchase the project site? X Yes _____ No If yes, please indicate:
Applicant is under contract to purchase the property and received consent of the property owners to obtain approvals on the site.
- a. date the option or contract was signed with owner 6/22/21
 - b. the purchase price of the project site \$ 1,780,000
 - c. the expiration date of the option or contract N/A
 - d. Please attach executed copy of the option agreement or contract.
6. If the applicant is not the owner of the project site, does the applicant now lease the project site or any buildings on the site? _____ yes X no
7. Is there a relationship legally or by virtue of common control between the applicant or proposed occupant of the product, and the present owner of the project property?
_____ yes X no If yes, describe relationship, use a separate page if needed and include as Exhibit IIB7.

C. Buildings

1. Does the project involve the acquisition of an existing building(s)? X
yes _____ no Applicant intends on demolishing all existing improvements
If yes, indicate the number and size of the building(s). 4 2-story dwellings and 1 block building, approx. 1,200 SF
2. Does the project consist of the construction of a new building(s)? X yes _____ no If yes, indicate number and size of the new building(s).
3. Does the project consist of additions and/or renovations to existing buildings?
_____ yes X no If yes, indicate the site of the addition and/or nature of the renovation.
4. Describe in detail the principal uses by the project occupant(s) of the building(s) and/or equipment to be acquired, constructed or expanded (i.e. manufacturing widgets, research relating to widget design, executive offices for management of widget company, warehousing for storage of widgets,
-

etc). Please respond to this item as fully and precisely as possible; attach separate sheet if needed and include as Exhibit IIC4.

multifamily residential building, consisting of 78 dwelling units.

D. Federal, State and Municipal Tax Payments.

For the applicant, affiliated entities, and each owner of the applicant.

1. Are federal/state employee withholding tax payments current?
 yes no If not, please explain and attach separate sheet if needed and include as Exhibit IIH1.
2. Are sales and other business tax payments current?
 yes no If no, please explain and attach separate sheet if needed and include as Exhibit IIH2.
3. Are corporate/personal federal and state tax payments current?
 yes no If no, please explain and attach separate sheet if needed and include as Exhibit IIH3.
4. Are municipal property tax payments current at the project site?
 yes no If no, please explain and attach separate sheet if needed and include as Exhibit IIH4.

- E. Project Benefits and inducements (Please be specific). Indicate, in detail, facts which would support the City determining that the project will tend to maintain or provide the new employment, maintain or increase the tax base of the economy of the City and maintain or diversify and expand business and industry in the City. See attached Exhibit A.
- F. PROJECT COSTS See attached Exhibit B.

ITEM	AMOUNT
Acquisition of Land	
Acquisition of Building	
Renovation of Existing Building	
Construction of New Building or Addition	
Acquisition of Equipment & Machinery	
Renovation of Existing (Used) Equipment & Construction of Roads, Utilities, Etc.	
Engineering, Architectural & Planning Fees	
Finance Fees	
Accounting Fees	
Legal Fees	
Debt Service Reserve Fund	
Interest During Construction	
Refinancing	
Working Capital	

Other (Specify)	
TOTAL PROJECT COSTS	

G. EMPLOYMENT

Indicate below the number of people presently employed and the number that will be employed at the project, at the end of the second year after the project has been completed (do not include construction workers). All projections should be accurate, conservative and achievable since employment projections are part of the redevelopment agreement with the City. All figures should be based upon full-time employees working more than 30 hours per week.

Type of Employment	On Site at Present	Second Year After Completion
Handyman		\$40,000
Superintendent		\$30,000
Porter		\$25,000

Job Descriptions: Provide a brief description of the specific occupational titles that correspond to the new jobs to be created as a result of the financing, together with estimated annual wages to be paid for each title. Please be specific (i.e. 4 keypunch operators@ \$25,000 per year; 5 supervisory personnel@ \$30,000 per year etc.)

III. Application Fee

Upon submission of this Application for Designation as a Redeveloper the Applicant shall provide the City with a nonrefundable Application Fee as follows:

<u>Projected Total Project Cost:</u>	Fee:
Less than \$500,000	[\$500.00]
\$500,000 - \$1,000,000	\$1,000.00
\$1,000,001 - \$5,000,000	\$1,500.00
Greater than \$5,000,000	.05% of Total Project Costs

SCHEDULE A

SUMMARY OF PROJECT BENEFITS

This project will revitalize an area designated in need of redevelopment in accordance with the goals and objectives of the Central Valley Redevelopment Plan ("Plan"). The project will support ongoing revitalization and reinvestment within the City of Orange Township through the accommodation of residential uses in an area that has not experienced significant change in decades. The project will contribute to the wellbeing of the community by creating housing opportunities with transit oriented development. The project allow for more efficient use of land and public services and expand the City's tax base by encouraging higher density development in accordance with the goals of the Plan. Other project benefits include temporary and permanent employment and increased tax revenue for the City.

617 Scotland Road

Project Data

Building Area (SF)	105100
Construction Cost	\$ 17,341,500.00
Acquisition Costs	\$ 3,120,000.00
Owner's Equity	

Residential Income

Number of Studios	3
Number of 1 Bedrooms	30
Number of 1 Bedrooms +	20
Number of 2 Bedrooms	25
Total units	78
Rental income for Studio	\$ 1,850.00
Rental income for 1B	\$ 2,400.00
Rental income for 1B+	\$ 2,500.00
Rental income for 2B	\$ 2,800.00
Annual Residential Income	\$ 2,370,600.00

Retail Income

Retail Area (SF)	0
Retail Income / SF	\$ 25.00

Storage Income

Storage Area (SF)	0
Storage Income / SF	\$ 1,000.00
Annual Retail / Storage Income	\$ -

Miscellaneous Income

number of Parking Spaces	58
Cost per space per year	\$ -
Annual Parking Income	\$ -

Gross Revenue	\$ 2,370,600.00
Vacancy Rate	5% \$ 118,530.00
Effective Gross Revenue	\$ 2,252,070.00
Operating Expenses	\$ 788,224.50

NOI **\$ 1,463,845.50**

617 Scotland Road

Construction Cost

Building Area (SF)	105100
Cost / SF	\$ 165.00
Total hard cost	\$ 17,341,500.00
Total / SF	\$ 165.00
Site Improvement Estimate	\$ - included
Grand total	\$ 17,341,500.00
Cost / SF with Site	\$ 165.00

**EXHIBIT B
CONSTRUCTION SCHEDULE**

{00402891;v2/ 17-006/047}
7427955-1

PROJECT SCHEDULE

Site Plan Approval	Completed
Submission of PILOT Application	April 2023
Approval of Financial Agreement	November 2023
Commencement Construction	Within six months after Financial Agreement Approval
Substantial Completion	Thirty-six months after Commencement of Construction
Lease Out	Three months after Substantial Completion

EXHIBIT C
FORM DECLARATION OF COVENANTS AND RESTRICTIONS

(00402891,v2/ 17-006/047)
7427955-1

RECORD AND RETURN TO:

David A. Clark, Esq.
Gluck Walrath, LLP
4 Paragon Way
Suite 400
Freehold, New Jersey 07728

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") made this ___ day of _____, 2023 by **617 SCOTLAND URBAN RENEWAL, LLC**, a limited liability company which is also a qualified urban renewal entity under the laws of the State of New Jersey, with an address of 730 Garfield Avenue, Jersey City, New Jersey 07305 (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the developer of certain real property located at 611-617 Scotland Road and 517-519 Beach Street in the City of Orange ("City"), New Jersey and identified on the City tax map as Block 6105, Lots 2, 3, 4 & 5 (hereinafter, the "Property"); and

WHEREAS, the Property is located within an "area in need of redevelopment" designated in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") known as the Central Valley Redevelopment Area, District 4 (the "Redevelopment Area") and is governed by the Central Valley Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Redeveloper filed an application with the City seeking to be designated as the redeveloper for the Property; and

WHEREAS, the Redeveloper is proposing to redevelop the Property with a project consisting of the demolition of the structures on the Property and the construction of a six-story multifamily residential building, consisting of seventy-eight (78) market rate rental units, consisting of a mix of studios, one-bedroom and two-bedroom units, along with fifty-seven (57) off-street parking spaces, and amenities including a lobby, fitness room, lounges, a common area terrace and private terraces (as described more fully within the Redeveloper Application, the "Project"); and

WHEREAS, in furtherance of the Redevelopment Plan, the City and Declarant have entered into a Redevelopment Agreement dated _____, (the "Redevelopment Agreement") concerning a program for the redevelopment of the Property; and

WHEREAS, N.J.S.A. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that " . . . the owner shall construct only the uses established in the current redevelopment plan . . . "; and

WHEREAS, the Redevelopment Agreement contains such a covenant by Declarant and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as perpetual covenants by Declarant and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Redevelopment Area or any building or structures erected thereon, to comply with Applicable Laws, Governmental Approvals, the Redevelopment Agreement and the Redevelopment Plan and to maintain in good condition any improvements made on the Property (as defined above) in accordance with Article VII of the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement also provides that the Property, the Redevelopment Agreement, and Redeveloper's interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the City for violations of the covenants and defaults under the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and said Declaration be recorded in the office of the Essex County Register upon execution of the Redevelopment Agreement.

NOW, THEREFORE, intending to be legally bound, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions (the "Covenants and Restrictions"), which, subject to the terms hereof, shall run with title to the Property, and be binding upon all parties who have any right, title or interest in Declarant's Property, or any part thereof, their heirs, executors, administrators, successors and assigns.

1. Declarant covenants and agrees that, subject to the terms of the Redevelopment Agreement, the Declarant shall:

(a) in connection with its use or occupancy of the Project on the Property, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(b) comply with the applicable provisions and public purposes of the Redevelopment Law and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan, provided however, that Redeveloper shall not be deemed to be in breach if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws. All uses to which the Project on the Property may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement and under no circumstances can the Redeveloper undertake any construction or development of the

Project for the Property not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Agreement.

(c) in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or entities and in general do all things which may be requisite or proper for the construction and development of the Project on the Property in accordance with the Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws, provided however, that the Redeveloper shall not be deemed to be in breach of this covenant if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws.

(d) use diligent efforts to (i) obtain all Governmental Approvals requisite to the construction and development of the Project on the Property including evidence satisfactory to the City that the Redeveloper's use of the Project on the Property is in compliance with this Agreement, the Redevelopment Plan and all Applicable Laws, and (ii) ensure Completion of Construction of the Project within the time periods specified in the Construction Schedule.

(e) use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated herein. The Redeveloper shall enter into such other agreements with respect to its development, financing, construction and management and operation of the Project containing such provisions as may be required by Applicable Law and such other provisions as may reasonably be requested by the City or as may reasonably be required by Governmental Approvals.

(f) except as otherwise permitted hereunder in the case of a Force Majeure Event or COVID-19 Delay, not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project on the Property.

(g) diligently undertake the construction and development of each individual component of the Project on the Property throughout the Construction Period and use commercially reasonable efforts to complete each component of the Project on the Property on or before the applicable Completion Date.

(h) not encumber, hypothecate or otherwise use the Project or the Property, or any part thereof, as collateral for an unrelated transaction.

(i) during construction of the Project, keep debris and/or waste materials containerized and/or stored and disposed of within normal industry standards

(j) cause the Project to be developed, designed, financed and constructed at its sole cost and expense, except as otherwise set forth in this Agreement.

(k) immediately notify the City of any material change in its financial condition from the information provided to the City by the Redeveloper, or any other material change in the Redeveloper's financial capability to design, develop, finance, construct and operate the Project on the Property in furtherance of the City's consideration in executing this Agreement with the Redeveloper if such change will materially impair the Redeveloper's ability to perform its obligations pursuant to the terms of this Agreement.

(l) keep and maintain in good condition any improvements required under the Governmental Approvals, including but not limited to any landscaping required to be planted or cause an entity in control of the Project on the Property (i.e. condominium or homeowner association) to maintain such improvements until the Redeveloper's conveyance of title pursuant to this Agreement.

2. The Covenants and Restrictions set forth in herein shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, be binding, to the fullest extent permitted by applicable laws, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Declarant, or its successors and assigns. Notwithstanding anything to the contrary contained herein, this Declaration shall not be binding on any mortgagee except in accordance with the terms of the Redevelopment Agreement.

3. It is further intended and agreed that the Covenants and Restrictions set forth herein shall remain in effect only until the issuance by the City of a Certificate of Completion for the Property, as provided for in the Redevelopment Agreement at which time the Covenants and Restrictions and all terms, conditions and obligations, set forth in the Redevelopment Agreement shall cease and terminate with respect to the Property, except, however, that the Covenants and Restrictions provided for in Sections 1(a) and 1(l) hereof, shall remain in effect without limitation as to time subject to any changes in applicable laws. Upon issuance of a Certificate of Completion for the Property, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist with respect to the Property and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Property.

4. In amplification, and not in restriction of the provisions of this Declaration and the Redevelopment Agreement, it is intended and agreed that the City shall be deemed a beneficiary of the Covenants and Restrictions set forth herein both for and in its own right but also for the purposes of protecting the interests of the community.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

WITNESS:

617 Scotland Urban Renewal LLC

By: _____
Name:

By: _____
Name: Solomon Goldberger
Title: Authorized Signatory

STATE OF NEW JERSEY)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Solomon Goldberger, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that s/he is Authorized Signatory of **617 Scotland Urban Renewal, LLC**, the entity named in the within Instrument and that s/he signed, sealed and delivered the attached document as and for his/her act and deed and as the authorized act and deed of **617 Scotland Urban Renewal, LLC**.

Sworn and subscribed to before me
this ____ day of _____, 2023

Notary Public of the State of NJ
My Commission Expires _____