

WEINER | LESNIAK LLP

ATTORNEYS AT LAW

www.weinerlesniak.com

EMILY J. WEINER
Associate

eweiner@weinerlesniak.com
Direct Dial 973-602-3898

October 5, 2016

VIA E-MAIL AND HAND DELIVERY

Ojetti Davis, Board Secretary
Planning Board
Township of South Orange Village
South Orange Village Hall
101 South Orange Avenue
South Orange, NJ 07079

**Re: Villas at Orange Lawn, LLC
305 North Ridgewood Road
Block 1304, Lot 6
South Orange, New Jersey
Our File No. 21158**

Dear Ms. Davis:

As you are aware, this office represents Villas at Orange Lawn, LLC in connection with an application to the Township of South Orange Village. We have received the Completeness Report you provided from the Board Planner. Below are responses to each of the items noted as incomplete. Some of the items are provided as attachments to this letter, and others have explanations as to waivers requested, why they are not applicable to this application, or where the requested information can be found.

- Item #3 – Tax Collector Certification. This was provided as an attachment to the transmittal letter with the application submission; however, I have attached another copy to this letter.
- Item #4 – Certified List of Property Owners within 200’. This was provided as an attachment to the transmittal letter with the application submission; however, I have attached another copy to this letter.
- Item #6 – Deed and affidavit of Title for lands. Applicant is the contract purchaser of the subject property. Once approvals are granted and the land purchase is complete, Applicant will provide a copy of the Deed to the Township.
- Item #9 – Public Hearing Notification. As there is not a hearing date set, I did not provide a copy of the notice to be published. However, I have drafted and attached a Notice to this letter, assuming a place on the agenda at the next Planning Board Hearing, November 7, 2016.
- Item #10 – Letter (s) signed by a responsible officer of the water company, sewer authority, or other utility company. The following are the letters which have been requested and the status of each:
 - SANITARY SEWERS—In a conversation with the Public Works Department there did not seem to be any issue with local sewers and it is assumed this aspect of the site plans would be reviewed by the appropriate

629 PARSIPPANY ROAD, P.O. BOX 0438, PARSIPPANY, NEW JERSEY 07054
PHONE 973-403-1100 FAX 973-403-0010

staff members as part of the approval process. A “will serve” letter was received from the Joint Meeting of Essex & Union Counties indicating that they have the capacity to service the sewage flow from this project. (Note: When the request was made to the Joint Meeting the site plans envisioned 28 townhouse units, since reduced to 20 units—there is no anticipated problem from the reduction in units.) A copy of that letter is attached.

- WATER—It is noted that the New Jersey American Water company (NJAW) will be taking over the municipal water supply and distribution system January 2017. A request was made to NJAW to ensure that there is a sufficient supply of potable water. (Note: Given the resources of the water company it is not anticipated that there would be any problem with water supply.)
- NATURAL GAS—A request was sent to the local gas supplier, but no reply has been received as of yet. (There is no anticipated problem with supplying adequate quantities of gas to this project.)
- ELECTRIC—A request was sent to the local electric provider, but no reply has been thus far received. (There are no anticipated electrical supply problems in this area.)
- Item #12 – Completed Essex County Health Department Application. This requirement is not applicable as this application does not involve wells, septic systems, swimming pools, or other matters that would vest jurisdiction with the Essex County Health Department.
- Item #13 – Hudson-Essex-Passaic Soil Conservation District application. This application was submitted to the SCD, a copy of that application is attached.
- Item #14 – New Jersey State Approvals. At this time, the Applicant requests an interim waiver, as applications for Sanitary Sewer Extension and Water Main Extension will not be accepted by the NJDEP until there is municipal approval. Once there is municipal approval and the above applications are submitted, we will provide copies to the Township.
- Item #15 – Digital Copy of the Site Plan. This was hand delivered to your office on Thursday, September 29, 2016. If you need additional copies, please advise.
- Item #17 – Environmental Impact Assessment. It is stated in the Planner’s report that certain information is missing from the EIS.
 - In response to the request for Alternative Proposals, the Applicant notes the following options: “NO BUILD”—If the currently proposed project is not approved the lawn area on the easterly side of the subject property would temporarily remain as a grassy area. However, part of the impetus of this project is to provide economic viability to the tennis club itself. Should this project not be built as proposed the club would eventually be sold, likely to a developer. As noted above in the Zoning section: “... in a 2007 redevelopment report for South Orange, the entire property was designated as a “PRC B” District—Planned Residential Cluster B Zone...” Thus at some point, the entire property would probably be developed as townhouses or similar residential uses. This would necessitate the removal of the tennis club buildings, courts, and other existing features. “DIFFERENT DESIGN”—The

- original plan called for 28 townhouse units, which has been reduced to 20 units. A number of different site plan layouts were examined and reduced to the current submitted plan. This plan combines the best elements of function, usability, and concern for the existing site and surrounding neighborhood. “DIFFERENT USES”—The project site is currently zoned for residential uses (the proposed townhomes) and recreation (the tennis club portion). The proposed use in the eastern half of the subject property is in keeping with the zoning and Master Plan of South Orange Village. “Other uses” could include offices, retail shops, warehouses, and perhaps light industrial uses. This would require changes to the Master Plan and Zoning or at the least a use variance. However, these possible uses are incompatible with the surrounding residential neighborhoods and would impose a higher environmental impact on the subject property. Thus, it is concluded that the proposed 20 townhouses as designed represents a reasonable approach to developing the “lawn” area without significantly impacting the neighborhood.
- As to the issue of noise, this was addressed briefly in the report. Basically, the only issue of note is that there would be construction noise until such time the project is built and occupied. Any noise from the townhouse area would be the same as that of the surrounding neighborhoods. Existing noise comes from the tennis club and members using the grassy area for various athletic activities as well as vehicular use (various passenger vehicles and truck deliveries). As this particular property was designated for residential use by the town’s overall redevelopment plan it can be concluded that the town felt that future residential use would be compatible with the surrounding area and would not impose any undue impact to the local area or the town in general.
 - As to the issues of Hydrology and Storm Drainage, these items were briefly discussed in the EIS, however, they are both discussed in more detail in the Villas at Orange Lawn Stormwater Management Report. This report is referenced in the EIS.
 - As to air quality, it was briefly noted in the EIS. With the exception of an industrial facility or certain commercial operations, air quality is not necessarily a site specific concern, but is largely beyond the control of the applicant. Air quality is not only subject to local conditions, but to regional considerations including activities that may be occurring hundreds of miles away (e.g., power plants, industrial operations, highways, forest fires, etc.). Furthermore, the weather—such as wind direction, speed, and duration; precipitation; temperature; humidity; and so forth—are exceedingly important controlling factors to air quality on any given day. It is noted too, that since the passage of the Air Pollution Control Act, air quality in the New Jersey-New York metro has improved considerably. Considering these factors as well as the fact that the surrounding region is intensely developed with a large number of uses—residential, commercial, industrial, recreational, etc.—the additional of 20 townhouses would have an insignificant impact to air quality.

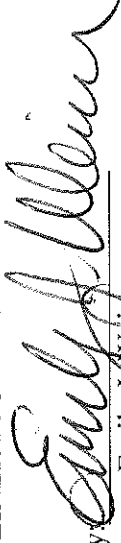
- If requested by the Township, the EIS can be updated to include the above. To the extent that this additional information and clarification is not sufficient, Applicant requests a waiver to this requirement.
- Item #19 – Traffic and Parking Impact Assessment. RSIS standards are the controlling requirements for residential development. The RSIS standards are given and met, we believe no further analysis or information is required.
- Item #25 – Title Block. The date is included on each sheet of the plans directly next to the professional's signature. Additional dates can be placed in the revision block indicating "Issued for Approval", for example, if the Township would like to see that.
- Item #39 – Developer's Agreement. A signed copy of the Developer's Agreement is attached.
- Item #42 – Approvals Statement. The approvals required (and their status) is as follows:
 - Approval by the Township of South Orange Village Planning Board (pending)
 - Various municipal permits relating to building construction (to be filed upon Township Planning Board Approval)
 - Essex County Planning Board Approval (pending)
 - Consistency Determination [NJDEP] (as noted in Item 14 above, the NJDEP will not accept applications until municipal approval is granted)
 - Sanitary Sewer Extension Permit (TWA) [NJDEP] (as noted in Item 14 above, the NJDEP will not accept applications until municipal approval is granted)
 - Water Main Extension Permit (Simplified) [NJDEP] (as noted in Item 14 above, the NJDEP will not accept applications until municipal approval is granted)
 - Soil Erosion and Sediment Control Plan Certification (Note: For proposed townhouse area only—proposed disturbance in Tennis Club area is less than 5,000 square feet and does not need certification; however, good soil erosion and sediment control would be used in this area as appropriate.) [Hudson-Exsex-Passaic Soil Conservation District] (pending)
 - Approval of Condominium Associations documents [Municipality and DCA] (to be submitted once approvals are granted and Association is created)
- Item #43 – Utility Systems. Detail #7 on sheet 17 shows typical electrical connections to the units. Further information can be provided if the Township so requires.
- Item #46 – Architectural Plans and Elevations. Applicant will provide additional elevations and samples of exterior building materials for the Board to review through testimony at the hearings. However, attached to this letter is a chart showing the height calculations of each building.
- Item #55 – Lighting Plan. The Board Planner requests information regarding "lighting to be installed on the proposed structures" pursuant to a note on the Site Plans. However, Lighting Note #1: Refers to lights on the building that are required by building codes and/or lights that are typical of a residential dwelling. There are no building mounted lights contributing to the site/roadway lighting.

- Item #57 – Soil Erosion and Sediment Control Plan. The report notes that there was no SESCO provided for the improvements to the Private Recreational District. This is accurate – it is because the disturbance on the Club property will be less than 5,000 sf of exposed soils, and as such, no SESCO is required.
- Maintenance Plan for all common improvements (Redevelopment Plan: District Standards 1.E.11.i). Applicant has provided a Maintenance Plan for the stormwater management system. All other maintenance will be pursuant to the Condominium Association. A copy of the Condominium documents can be provided to the Township upon establishment of same.
- Landscaping and Buffering for Overflow Parking (Redevelopment Plan: District Standards 1.E.11.iii). There is an existing 6' high wood screen fence in the club area where overflow parking is contemplated, which will not be altered by this Application or development and meets the buffering requirements in the Redevelopment Plan.

If you have any questions regarding the above explanations or attached documents, or need any additional information, please do not hesitate to contact me. Thank you for your cooperation on this matter.

Very truly yours,

WEINER LESNIAK LLP

By 
Emily J. Weiner
For the Firm

EJW:pag
Enclosures
1142459_1

SEARCH # 2016-002

OFFICIAL

SEARCH FOR MUNICIPAL LIENS

Article 3, Title 54, Chapter 5

APPLICATION #

This is to CERTIFY that the undersigned is the Official Tax Search Officer of the **TOWNSHIP OF SO. ORANGE VILL**

To: **WEINER LESNIAK LLP**

**639 PARSIPPANY ROAD,
PARSIPPANY, NJ 07054**

in the County of **ESSEX**

In pursuance of the authority so vested in me as such Official, I do further certify that I have searched the records of said municipality for unpaid taxes, assessments, all other municipal liens and certificates of tax sale pursuant to N.J.S.A. 54:5 on lands situated within said municipality and more particularly described as follows:

Block No. 1304	Lot No. 06	Qualifier	Location 305 RIDGEWOOD RD N
Assessed to ORANGE LAWN TENNIS CLUB; 305 RIDGEWOOD ROAD NORTH ; SOUTH ORANGE, N.J. 0			

TAXES

YR/16	TAX	CREDIT	BALANCE
1st Qtr	54775.42	54775.42	.00
2nd Qtr	54775.41	54775.41	.00
3rd Qtr	57412.00	57412.00	.00
4th Qtr	57354.14	.00	57354.14
YR/15	219101.66	219101.66	.00
PRIOR	.00	.00	.00
TOTAL	443418.63	386064.49	57354.14

ADDITIONAL INTEREST MUST BE COMPUTED TO DATE OF PAYMENT.

CERTIFICATES OF SALE FOR TAXES, ASSESSMENTS AND (OR) OTHER MUNICIPAL LIENS

CERT. NO.	DATE OF SALE	AMOUNT*	SUBSEQUENT**	TO WHOM SOLD

* Amounts for taxes, liens and other charges exclude interest. ** Subsequent municipal liens paid by certificate holder for which affidavit has been filed. (N.J.S.A. 54:5-60) PLEASE CALL FOR INTEREST TO DATE OF PAYMENT.

SPECIAL ASSESSMENTS AND OTHER CHARGES

CODE	DESCRIPTION	AMOUNT	CODE	DESCRIPTION	AMOUNT

QUALIFICATIONS AND DEDUCTIONS

Veteran:	Veteran Spouse:
Senior Citizen:	Disability:
Farmland Rollback:	Surviving Spouse:
Others:	

Prop. Class: 4A	
Land: 1,600,000	
Improvement: 4,259,900	
Exemption: 0	
NET VALUE: 5,859,900	

A BUILDING PERMIT WAS ISSUED ON:

THE POSSIBILITY OF ADDED, OMITTED OR ROLL BACK ASSESSMENTS ARE AS FOLLOWS

TYPE	YES	IF YES, YEAR(S)	NO	NOT KNOWN AT THIS TIME	AMOUNT (IF KNOWN)
ADDED ASSESSMENTS					
OMITTED ASSESSMENTS					
ROLLBACK ASSESSMENTS					

Fee for making this Search

DATED **SEPTEMBER 12 2016**

Aderonke Zacheus - ci
OFFICIAL TAX SEARCH OFFICER

CERTIFICATE OF CONTINUATION SEARCH

This is to certify that the foregoing Search has been continued to stated except as follows:

with the same result as

FEE	\$	DATE	OFFICIAL TAX SEARCH OFFICER
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ADJACENT PROPERTY LISTING
TAXING DISTRICT 19 SOUTH ORANGE TWP

APPLICANT: orangelawn
COUNTY 07 ESSEX

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS
205 11	303 WYOMING AVENUE	2	BRYANT, JEFFREY L & BARBARA T 303 WYOMING AVE SOUTH ORANGE NJ 07079
205 12	289 WYOMING AVENUE	1	SHEER, HOWARD M + ROBIN J 275 WYOMING AVENUE SOUTH ORANGE, N.J. 07079
205 13	275 WYOMING AVE	2	SHEER, HOWARD M + ROBIN J 275 WYOMING AVE SOUTH ORANGE, N. J. 07079
301 1	365 FOREST ROAD	2	HIRSCHBERG, CRAIG+HOSKIN, EILEEN 365 FOREST ROAD SOUTH ORANGE, N. J. 07079
301 4	333 FOREST ROAD	2	BRAUNS, RYAN & EFRAT AVIGDOR 333 FOREST RD SOUTH ORANGE, NJ 07079
301 5	343 FOREST ROAD	2	MECINSKI, MARK A & KRISTA J WERGELA 343 FOREST RD SOUTH ORANGE, NJ 07079
302 65	331 RIDGEWOOD ROAD NORTH	2	SANTOLIUQIDO, JOSEPH C. & MARIA C. 331 NORTH RIDGEWOOD ROAD SOUTH ORANGE, NJ 07079
302 66	265 FOREST ROAD	2	RITTER, DONNA & LEVINSON, DR. BARRY 265 FOREST RD. SOUTH ORANGE, NJ 07079
302 67	271 FOREST ROAD	2	BISBERG, CHARLES J + DOROTHY S 271 FOREST ROAD SOUTH ORANGE, N.J. 07079
302 68	281 FOREST ROAD	2	BRAININ, JONATHAN & GUAY, RAPHAEL 281 FOREST ROAD SOUTH ORANGE, N.J. 07079
302 69	285 FOREST ROAD	2	OLENDER, LISA H. 285 FOREST ROAD SOUTH ORANGE, NJ 07079
302 70	303 FOREST ROAD	2	RODINO, FRANK J + CAROL ANN M 303 FOREST ROAD SOUTH ORANGE, N.J. 07079
302 71	5 BROOKSIDE RD	2	TOLSTOI, CHRISTINA V. 5 BROOKSIDE ROAD SOUTH ORANGE, N.J. 07079
302 72	317 FOREST ROAD	2	LIEBERMAN, ERIC & LOUIS PEARL 317 FOREST ROAD SOUTH ORANGE, N.J. 07079
1201 1	100 RIDGEWOOD ROAD NORTH	15C	TOWNSHIP OF SOUTH ORANGE VILLAGE VILLAGE HALL SOUTH ORANGE, N.J. 07079
1201 2	300 RIDGEWOOD ROAD NORTH	2	MACINTOSH, KERRY S & WILLIAM A 300 RIDGEWOOD ROAD NORTH SOUTH ORANGE, N.J. 07079
1201 3	306 RIDGEWOOD ROAD NORTH	2	DAVIS, ADRIENNE AND ROGERS PROTHRO 306 RIDGEWOOD ROAD NORTH SOUTH ORANGE, N.J. 07079
1201 4	320 RIDGEWOOD ROAD NORTH	2	MUNRO, JOHN & O'NEILL, E. 320 NORTH RIDGEWOOD SOUTH ORANGE, NJ 07079

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS	
1201 5	324 RIDGEWOOD ROAD NORTH	2	WATERBURY, WALTON W. & TONIA P. 324 N. RIDGEWOOD ROAD SOUTH ORANGE, N. J.	07079
1303 23	230 WYOMING AVENUE	2	WOOG, ROBERT & LIGAY M 230 NORTH WYOMING AVE SOUTH ORANGE, NJ	07079
1303 24	374 REDMOND ROAD	2	ANBAR, DAN + SYBILLE 374 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1303 25	364 REDMOND ROAD	2	GRUENWALD, LAURENCE D + RENEE L 364 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1303 26	356 REDMOND ROAD	2	FREEMAN, MARGARETA & LEVIN, LEONARD 356 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1303 27	348 REDMOND RD	2	POSS, MICHAEL & FAYE 348 REDMOND RD SOUTH ORANGE, NJ	07079
1303 28	340 REDMOND ROAD	2	FRIEDMAN, EDWARD + VIVIAN 340 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1303 29	332 REDMOND RD	2	SHALOM, ALEXANDER & DELBANCO A. 332 REDMOND ROAD SOUTH ORANGE, NJ	07079
1303 30	324 REDMOND ROAD	2	WASSERMAN, MARC & AIMEE H 324 REDMOND ROAD SOUTH ORANGE, NJ	07079
1303 31	316 REDMOND ROAD	2	SHAPIRO, ADAM DANIEL & RENA LEE 316 REDMOND ROAD SOUTH ORANGE, NJ	07079
1303 32	310 REDMOND ROAD	2	DEPAOLI, FRANK P & KRISTY A 310 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1303 33	300 REDMOND ROAD	2	SAWYER, ADAM & MENZ, CAROLYN 300 REDMOND RD. SOUTH ORANGE, N. J.	07079
1303 34	290 REDMOND ROAD	2	BRITO, MIGUEL J. & AMY M ZIEBARTH 290 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 1	241 RIDGEWOOD RD NORTH	2	FITZHUGH, GERALD 241 RIDGEWOOD ROAD NORTH SOUTH ORANGE, N.J.	07079
1304 2	279 REDMOND ROAD	2	COLEMAN, STEVEN L & PATRICE 279 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 3	285 REDMOND ROAD	2	AARTS, FELIX & CLAUDIA A 285 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 4	291 REDMOND ROAD	2	HOWARD, ROBERT & JENNIFER 291 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 5	297 REDMOND ROAD	2	DWYER, PATRICK J & ANNE M 297 REDMOND RD SOUTH ORANGE, NJ	07079

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS	
1304 6	305 RIDGEWOOD ROAD NORTH 4A	4A	ORANGE LAWN TENNIS CLUB 305 RIDGEWOOD ROAD NORTH SOUTH ORANGE, N.J.	07079
1304 7	311 REDMOND RD	2	WAREHIME, BENJAMIN& JURUENA 311 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 8	317 REDMOND ROAD	2	COLLURA, ALDO & JOHANNA P 317 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1304 9	325 REDMOND ROAD	2	AULETA,GREGORY & ALEXIS ET ALS 325 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 10	333 REDMOND ROAD	2	NEHER, LAWRENCE T + DEBORAH PRINZ 333 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1304 11	341 REDMOND ROAD	2	PANZER, CHARLES N. & CLAUDIA TRUPP 341 REDMOND ROAD SOUTH ORANGE, N. J.	07079
1304 12	349 REDMOND ROAD	2	COLON, J.M. & ZAHNAN, PATRICIA 349 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 13	357 REDMOND ROAD	2	ZAUBER, NEIL P + ANN G 357 REDMOND ROAD SOUTH ORANGE, N.J.	07079
1304 14	365 REDMOND ROAD	2	LEEPSON, SUSAN Z & BRIAN 365 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 15	375 REDMOND ROAD	2	MONK, GAIL 375 REDMOND ROAD SOUTH ORANGE, NJ	07079
1304 16	244 WYOMING AVENUE	2	LYNCH, KRISTIAN & AULESTIA B. 244 NO.WYOMING AVE SOUTH ORANGE, NJ	07079
1304 17	260 WYOMING AVENUE	2	KURSCHNER, MARC & JAMI 260 NO WYOMING AVE SOUTH ORANGE, NJ	07079
1304 18	270 WYOMING AVE	2	JEROW, JOHN G & JANNA M 270 N.WYOMING AVE SOUTH ORANGE, NJ	07079
1304 19	280 WYOMING AVENUE	2	TRAUB, MATTHEW & ADENA KANOFISKY 280 WYOMING AVE SOUTH ORANGE, NJ	07079
1304 20	290 WYOMING AVENUE	2	DUDA, LILLIAN J. 71 SOUTH ORANGE AVENUE SOUTH ORANGE, N.J.	07079
1304 21	376 FOREST ROAD	2	ROBINSON, BRUCE & TERESA 1883 HUAMU LU/REGENCY 37 SHANGHAI 201204	00000
1304 22	356 FOREST ROAD	2	BENSLIMANE, MOHAMMED & SUSAN L 356 FOREST ROAD SOUTH ORANGE, NJ	07079
1304 23	344 FOREST ROAD	2	SCHREIBER, HARLAN & LAURA 344 FOREST ROAD SOUTH ORANGE, N.J.	07079

TAXING DISTRICT 19 SOUTH ORANGE TWP		ADJACENT PROPERTY LISTING	APPLICANT: orangelawn COUNTY 07 ESSEX
PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS
1304 24	330 FOREST ROAD	2	BUGG LEVINE, ANTONY & MPINGO 330 FOREST ROAD SOUTH ORANGE, NJ 07079
1304 25	318 FOREST ROAD	2	BURNS, CHRISTOPHER & KATY 318 FOREST ROAD SOUTH ORANGE, NJ 07079
1304 26	308 FOREST ROAD	2	LAZARUS, ROBERT J + WENDY M 308 FOREST ROAD SOUTH ORANGE, N.J. 07079
1304 27	290 FOREST ROAD	2	WELCH, CRAIG E. & XIOMARA C. 290 FOREST ROAD SOUTH ORANGE, N.J. 07079
1304 28	286 FOREST ROAD	2	YOUELL, LAURENCE S + JOAN C 286 FOREST ROAD SOUTH ORANGE, N.J. 07079
1304 29	280 FOREST ROAD	2	FINKELMAN, ALAN A + LOUISE J 280 FOREST ROAD SOUTH ORANGE, N.J. 07079
1304 30	270 FOREST ROAD	2	LAUDER, JOHN W & ALESSANDRO, DEBORAH 270 FOREST ROAD SOUTH ORANGE, NJ 07079
1304 31	266 FOREST RD	2	BEHRENS, JAMES J & CHERYL E 266 FOREST ROAD SOUTH ORANGE, NJ 07079
1304 32	317 RIDGEWOOD ROAD NORTH	2	RETTINO, RAYMOND T & D K CALDWELL 317 N. RIDGEWOOD RD SOUTH ORANGE, NJ 07079
1304 33	301 RIDGEWOOD ROAD NORTH	2	JONES, THOMAS J. & BRIDGES, YVETTE A 301 NORTH RIDGEWOOD RD SOUTH ORANGE, NJ 07079
1304 34	285 RIDGEWOOD RD NORTH	2	SCHERL, ZEV & RACHEL 285 NO. RIDGEWOOD ROAD SOUTH ORANGE, NJ 07079
1304 35	257 RIDGEWOOD ROAD NORTH	2	BRADSHAW, ALFRED D JR & LONG, B.E. 257 NORTH RIDGEWOOD RD. SOUTH ORANGE, NEW JERSEY 07079
1304 36	249 RIDGEWOOD ROAD NORTH	2	HEADLEY, ANDREW M. & ALISON E 249 NO. RIDGEWOOD RD. SOUTH ORANGE, NJ 07079

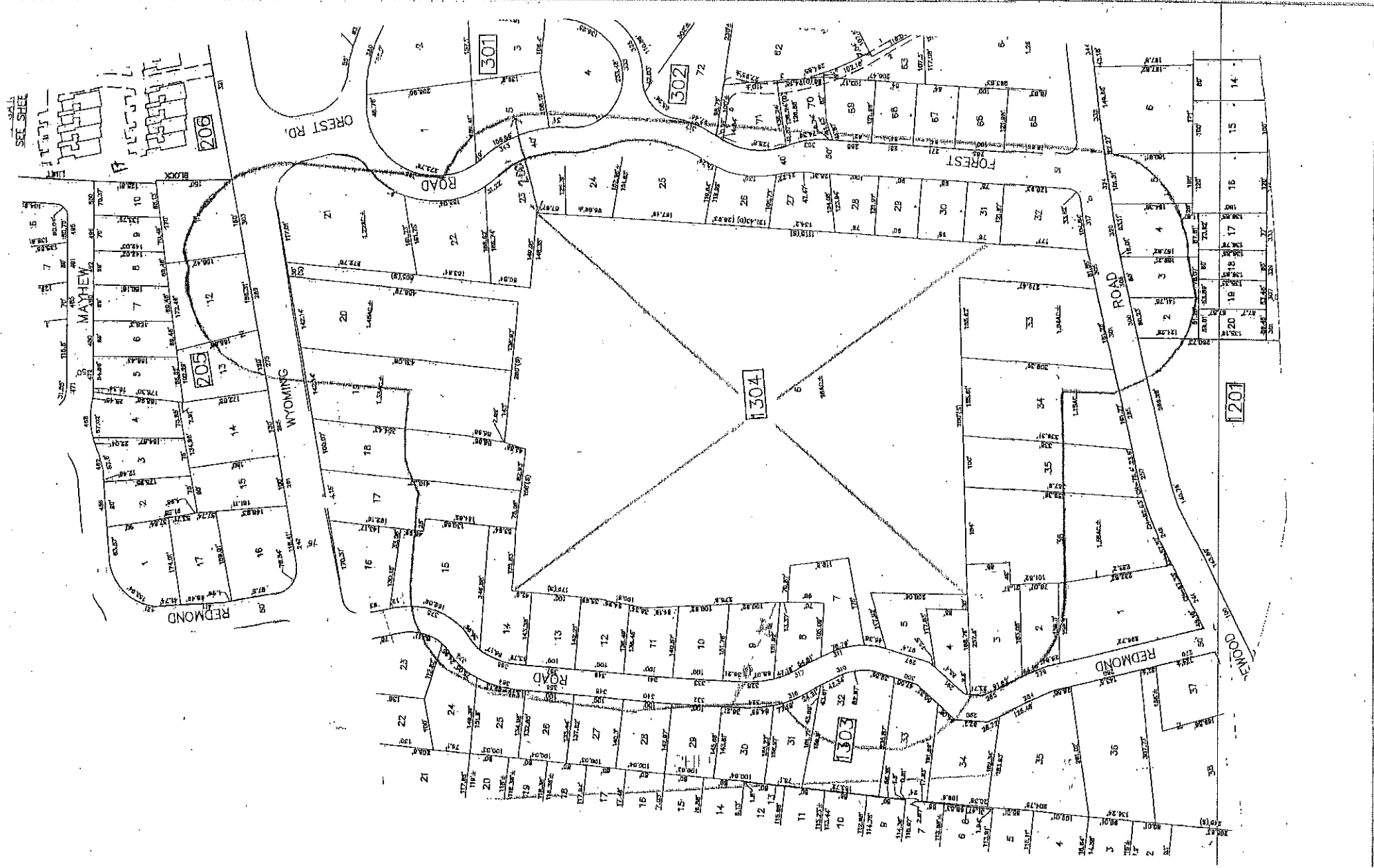
UTILITIES

1. East Orange Water Commission
99 Grove Street
East Orange, New Jersey 07018
2. Public Service Electric & Gas Co.
Manager – Corporate Properties
80 Park Place, T6B
Newark, New Jersey 07102
3. Verizon
540 Broad Street
Newark, New Jersey 07101
4. CABLEVISION
186 West Mark Street
Newark, New Jersey 07103

I, Ellen Foye Malgieri, Village Tax Assessor, do hereby certify that this is an accurate and complete list of property owners and addresses. Said list has been prepared from the most recent tax rolls.

Ellen Foye Malgieri

Ellen Foye Malgieri
Tax Assessor



CUSTOMER RECEIPT

PRINTED: 09/09/16 12:47:31 PM

VILLAGE OF SOUTH ORANGE
101 SOUTH ORANGE AVENUE
SOUTH ORANGE, NJ 07079

USER: EN
TRANSACTION #: 160001

DATE	DESCRIPTION	TOTAL
325 - OWNER OF PROPERTY 01-1920-08-1050-602		
09/09/16	PROPERTY OWNER'S LIST	10.00

WEINER LESNIAK LLP - 305 NORTH RIDGEWOOD ROAD

CASH	0.00
CHECK	10.00
CREDIT CARD	0.00
TOTAL	10.00

***PLEASE RETAIN RECEIPT FOR YOUR RECORDS AS PROOF OF PAYMENT.

**TOWNSHIP OF SOUTH ORANGE VILLAGE
PLANNING BOARD
VILLAGE HALL
76 SOUTH ORANGE AVENUE, SUITE 302
SOUTH ORANGE, NEW JERSEY 07079**

NOTICE TO PROPERTY OWNERS AND OTHERS ENTITLED TO SERVICE

PLEASE TAKE NOTICE, The Applicant, Villas at Orange Lawn, LLC (hereinafter “Applicant”), is the contract-purchaser of certain property located at 305 North Ridgewood Road, South Orange, New Jersey (hereinafter “Subject Property”). Orange Lawn Tennis Club is the owner of the subject property and will also be represented in this Application. The subject property is known as Block 1304, Lot 6 on the official tax records of the Township of South Orange Village. The property is located partially in the Residential Townhouse (RT) District and partially in the Private Recreational (PR) District.

At this time, the Applicant seeks Minor Subdivision approval pursuant to N.J.S.A. 40:55D-47 to create two (2) lots, one new lot will be approximately 4.78 acres and the remainder lot will be approximately 11 acres.

The Applicant also seeks Preliminary and Final Site Plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50 to allow Villas at Orange Lawn, LLC to construct 20 residential townhomes and other associated improvements on the newly created lot, and to construct new parking areas with associated curbs, walkways and plantings on the remainder lot for the benefit of and to be used by the existing tennis club.

There are no variances associated with this application.

The Applicant may also apply for such variance relief, exceptions, waivers, permits, approvals or licenses that are deemed necessary or appropriate by the Applicant or the Board, and which may arise during the course of the hearing process.

This application is now on the calendar for the Planning Board of the Township of South Orange Village. The public hearing has been set for Monday, November 7, 2016 at 7:30 p.m. in the Main Stage Room of the South Orange Performing Arts Center, 1 SOPAC Way, South Orange, New Jersey. When this case is called you may either appear in person or by an attorney for the purpose of being heard with respect to this application. All documents and plans for the Applicant are on file in the Office of the Board Secretary in the Village Hall Building, 76 South Orange, Avenue, Suite 302, South Orange, New Jersey and are available for public inspection between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

Villas at Orange Lawn, LLC

By: _____
Glenn C. Kienz, Esq.
WEINER LESNIAK LLP
Attorneys for Applicant
629 Parsippany Road
Parsippany, New Jersey 07054



Joint Meeting of Essex & Union Counties
500 South First Street ☐ Elizabeth ☐ NJ 07202
908-953-1313 ☐ FAX: 908-953-7925

January 06, 2015

Casey & Keller, Inc.
258 Main Street
Millburn, New Jersey 07041
Attention: Mr. Gary W. Szelo, P.E.

Re: Request for "Will Serve" Letter / Orange Lawn Townhouses
Ridgewood Road / Block No. 1304, Lot No. 06
Township of South Orange Village, County of Essex, New Jersey

Dear Mr. Szelo:

The Joint Meeting of Essex and Union Counties (JMEUC) is in receipt of your e-mail request and accompanying Tax Map and "Sanitary Sewer Extension Information" (copy enclosed) in regard to the above referenced Project.

Be advised that the Township of South Orange Village is responsible for, and has total jurisdiction over, the operation and maintenance of all sanitary sewers within your specific area in question. It is suggested that you contact the municipal engineer for South Orange should you wish to verify / update municipal utility locations, any required Permits, potential capacity issues, etc. in the area of your proposed project.

These municipal sewers are eventually tributary to the JMEUC trunk lines further downstream along Meadowbrook Lane, where they run parallel to the East Branch of the Rahway River.

Regarding your request for a "Will Serve" letter, the Joint Meeting wastewater treatment plant has a present rated capacity of 85 MGD and is currently meeting or exceeding all of its NJPDES permit limitations and, as such, is able to provide treatment services for your proposed project at this time (estimated to be approximately 8,400 GPD).

If you have any questions or require any further information regarding this matter, please do not hesitate to contact us.

SD/tjp
Enclosure

cc: Samuel T. McGhee, Executive Director, JMEUC
James J. Paluch, Ass't. Sup't. / Collection System Operations, JMEUC
A. Ralph LaMendola, P.E., BCEE, AVA Consulting LLC
Joseph Bonaccorso, Project Manager, CME Associates, Inc.
Sal Renda, P.E., Village Engineer, South Orange

Very truly yours,

Stephen Dowhan
Superintendent

CASEY & KELLER, INC.
LAND SURVEYORS + CIVIL ENGINEERS + PLANNERS

N.J. STATE BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS CERTIFICATE OF
AUTHORIZATION NO. 24GA27985400

258 MAIN STREET, MILLBURN, NEW JERSEY, 07041
VOICE: 973-379-3280 FAX: 973-379-7993

SANITARY SEWER EXTENSION INFORMATION
ORANGE LAWN TOWNHOUSES—RIDGEWOOD ROAD
TOWNSHIP OF SOUTH ORANGE VILLAGE

The local zoning permits construction of certain housing stock including townhouses. The proposed project may contain two- or three-bedroom units or a combination of the two. Based upon the New Jersey Department of Environmental Protection "Projected Flow Criteria," the sewage flow from a three-bedroom or larger dwelling unit is listed as 300 gallons per day (gpd) and that from a two-bedroom unit is 225 gpd. Assuming that the final configuration of the proposed project includes all three-bedroom homes the anticipated flow is:

28 units of 3-Bedroom units x 300 gpd = 8,400 gpd (0.0084 mgd)
--

Calculated as per N.J.A.C. 7:14A-23.3.

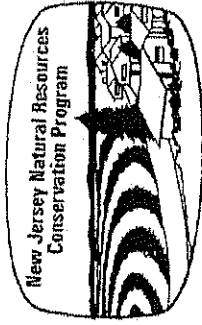
As the entire area around the Orange Lawn project are fully developed there are existing sewers servicing the site. A proposed 8-inch sanitary line from the project site will be directed to an existing sewer in Ridgewood Road. The municipal system eventually joins an interceptor sewer of the Joint Meeting of Essex & Union Counties. Because sanitary sewer systems are generally sized to accommodate fully developed land use areas and are designed to "carry twice the anticipated flow while flowing half full," the addition of 8,400 gpd would have a minimal impact on the sanitary sewer system.

The interceptor sewers flow into larger pipes and eventually into the treatment plant owned and operated by the Joint Meeting of Essex & Union Counties. All of the proposed sanitary service laterals from the townhouse units would go into new sanitary sewers constructed for this project.

There are no known sewer bans or moratoriums restricting connections into the sewer system at this time.

Gary W. Szalc

Gary W. Szalc, P.E.—No. 26999



For District Use Only

APPLICATION FOR SOIL EROSION AND SEDIMENT CONTROL PLAN CERTIFICATION

The enclosed soil erosion and sediment control plan and supporting information are submitted for certification pursuant to the Soil Erosion and Sediment Control Act, Chapter 251, P.L. 1975 as amended (N.J.S.A. 4:24-39 et. seq.) An application for certification of a soil erosion and sediment control plan shall include the items listed on the reverse side of this form.

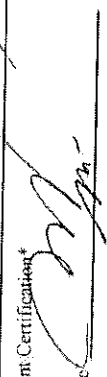
Name of Project THE VILLAS AT ORANGE LAWN		Project Location: Municipality SOUTH ORANGE VILLAGE	
Project Street Address 305 RIDGEWOOD ROAD NORTH		Block 1304	Lot 6
Project Owner(s) Name BNH REAL ESTATE GROUP VILLAS AT ORANGE LAWN LLC		Email	Phone # 973-992-2443 Fax #
Project Owner(s) Street Address (No P.O. Box Numbers) 16 MICROLAB ROAD SUITE A		City LIVINGSTON	State NJ Zip 07039
Total Area of Project (Acres) 4.78 ac	Total Area or Land to be Disturbed (Acres) 4.15 ac	No. Dwelling or other Units 20	Fee \$2875 \$
Plans Prepared by* Casey and Keller			
Street Address 258 Main Street		City Millburn	State NJ Zip 07041
*(Engineering related items of the Soil Erosion and Sediment Control Plan MUST be prepared by or under the direction of and be sealed by a Professional Engineer or Architect licensed in the State of New Jersey, in accordance with NJAC 13-27-6.1 et. seq.)			

Agent Responsible During Construction		Email
Street Address		
City	State	Zip
	Phone	Fax #

The applicant hereby certifies that all soil erosion and sediment control measures are designed in accordance with current Standards for Soil Erosion and Sediment Control in New Jersey and will be installed in accordance with those Standards and the plan as approved by the Soil Conservation District and agrees as follows:

1. To notify the District in writing at least 48 hours in advance of any land disturbance activity. Failure to provide such notification may result in additional inspection fees.
2. To notify the District upon completion of the Project (Note: No certificate of occupancy can be granted until a report of compliance is issued by the District.
3. To maintain a copy of the certified plan on the project site during construction.
4. To allow District agents to go upon project lands for inspection.
5. That any conveyance of this project or portion thereof prior to its completion will transfer full responsibility for compliance with the certified plan to any subsequent owners.
6. To comply with all terms and conditions of this application and certified plan including payment of all fees prescribed by the district fee schedule herewith incorporated by reference.

The applicant hereby acknowledges that structural measures contained in the Soil Erosion and Sediment Control Plan are reviewed for adequacy to reduce offsite soil erosion and sedimentation and not for adequacy of structural design. The applicant shall retain full responsibility for any damages which may result from any construction activity notwithstanding district certification of the subject soil erosion and sediment control plan. It is understood that approval of the plan submitted with this application shall be valid only for the duration of the initial project approval granted by the municipality. All municipal renewals of this project will require submission and approval by the district. In no case shall the approval extend beyond three and one half years at which time resubmission and certification will be required. Soil Erosion and Sediment Control Plan certification is limited to the controls specified in the plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency. It is further understood that all documents, site plans, design reports etc. submitted to the district shall be made available to the public (upon request) pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et. seq.

1. Applicant Certification* Signature  Date 9/15/16	3. Plan determined complete: Signature of District Official _____ Date _____
Applicant Name (Print) ALAN PINES	
2. Receipt of fee, plan and supporting documents is hereby acknowledged: Signature of District Official _____ Date _____	4. Plan certified, denied or other actions noted above. Special Remarks: Signature of District Official _____ Date _____

*If other than project owner, written authorization of owner must be attached.

SSCC251 AP10 1/2014

ADDENDUM

OWNERSHIP DISCLOSURE AFFIDAVIT

APPLICATION BY CORPORATION OR PARTNERSHIP

All applicants for Soil Erosion and Sediment Control Plan Certification are requested to submit a list of project owners on this form for purposes of determining potential conflicts of interest between the applicant and Soil Conservation District Officials. Attach rider in necessary.

A Corporation must also indicate its Registered Agent and Officers.

A Corporation or Partnership applying to the Soil Conservation District for plan certification, or applying for other approvals shall list the names and addresses of all stockholders or individual partners owning at least 10% of its stock of any class, or at least 10% of the interest in the partnership, as the case may be.

This disclosure requirement is continuing during the Certification period. Any transfer of ownership of more than 10% must be disclosed to the district.

Name and Address of Applicant

VILLAS et Orange Land LLC

c/o BHE Real Estate Group, 16 Micahela Rd, Livingston NJ 07039

If Corporation: Name and Address of Registered Agent and Officers:

BHE Real Estate Group

Stockholders/Partners with more than 10% ownership in the projects:

1. South Orange Boulders, LLC

2. Fairview Realty Associates, LLC

3.

4.

Sworn to and subscribed before me

this 15th Day of September 2016

Samantha Scibetta
NOTARY PUBLIC OF NEW JERSEY

SAMANTHA SCIBETTA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/22/2018

ALAN PINES

Print Name of Authorized Signatory

Member 9/15/16

Authorized Signature/Date

Member Title

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

As Redevelopment Entity

and

VILLAS AT ORANGE LAWN, LLC

As Redeveloper

Dated: July 5, 2016

TABLE OF CONTENTS

	<u>Page</u>
Article 1 – Definitions	
1.01. Definitions.....	3
1.02. Interpretation and Construction	7
Article 2 – Representations and Warranties	
2.01. Representations and Warranties of Redeveloper.....	9
2.02. Representations and Warranties of the Village.....	10
Article 3 – Covenants and Restrictions	
3.01. Covenants and Restrictions.....	11
3.02. Speculative Development.....	11
3.03. Compliance with Redevelopment Agreement.....	11
3.04. Effect and Duration of Covenants.....	11
3.05. Enforcement by Village.....	11
Article 4 – Implementation of Project	
4.01. The Project.....	12
4.02. Designation of Redeveloper.....	12
4.03. Redeveloper Deadline: Governmental Approvals, Commencement of Construction and Completion of Construction.....	12
4.04. Project Completion.....	12
4.05. Construction Assurances.....	12
4.06. Certificates of Occupancy and Certificates of Completion	12
4.07. Village Costs Escrow Account.....	13
4.08. Affordable Housing Obligation.....	13
4.09. First Source Employment.....	14
4.10. Maintenance and Landscaping.....	14
4.11. Neighborhood Impacts.....	14
4.1. Illumination, Noise and Pollution.....	14
4.14. Security and Safety.....	14
4.15. Parking During Construction.....	15
4.16. Rodent, Insect and Animal Control.....	15
4.17. No Reliance on Other Investigations.....	15
4.18. Execution of Documents.....	15
4.19. Delivery of Consultants' Reports.....	15
4.20. Fees.....	15
4.21. Redeveloper's Equity.....	15
4.22. Village Cooperation.....	16
Article 5 - Project Oversight	
5.01. Progress Meetings.....	17
5.02. Progress Reports	17

Article 6 – Events of Default; Termination	
6.01. Events of Default	18
6.02. Remedies Upon Event of Default	18
6.03. Delivery and Assignment of Plans upon Termination	19
6.04. Force Majeure Extension	19
6.05. No Waiver	19
6.06. Remedies Cumulative	19
6.07. Termination Rights Related to Litigation	19
6.08. Certificate of No Default	20
6.09. Village Events of Default	20
6.10. Dispute Resolution	20

Article 7 – Control of Redeveloper; Transfers of Interests; Qualified Entity; Permitted Transfers	
7.01. Control of Redeveloper; Transfers of Ownership Interests in Redeveloper	22
7.02. Qualified Entity	22
7.03. Redeveloper Certification	23

Article 8 – Financing Provisions	
8.01. Redeveloper Financing	25
8.02. No Termination for Mortgage Default	25
8.03. Cooperation	25
8.04. Notice of Default to Holder and Right to Cure	25
8.05. No Guarantee of Development, Construction or Competition of the Project	25
8.06. Foreclosure	26
8.07. Lender Changes	26

Article 9 - Miscellaneous	
9.01. No Consideration For Redevelopment Agreement	27
9.02. Non-Liability of Officials and Employees of the Village	27
9.03. Modification of Redevelopment Agreement	27
9.04. Exhibits	27
9.05. Entire Agreement	27
9.06. Severability	27
9.07. Condemnation/Casualty	27
9.08. Litigation	28
9.09. Village Consultants' Reports and Services	28
9.10. Waivers	28
9.11. No Significance of Party Drafting	28
9.12. Successors Bound	28
9.13. No Obligation	28
9.14. No Restrictions on Police Powers	28
9.15. Prior Agreements Superseded	29
9.16. Indemnification	29
9.17. No Third Party Beneficiaries	30
9.18. Notices	30

9.19 Governing Law	31
9.20 Counterparts	31

Exhibit A – Area	
Exhibit B – Concept Plan	
Exhibit C – Form of Declaration of Covenants and Restrictions	

THIS REDEVELOPMENT AGREEMENT (the “Redevelopment Agreement”) made as of the 5th day of July, 2016 (the “Effective Date”) by and between

THE TOWNSHIP OF SOUTH ORANGE VILLAGE, a public body corporate and politic of the State of New Jersey, having its offices at 101 South Orange Avenue, South , New Jersey 07079 in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c) (hereinafter referred as the “Village”);

AND

VILLAS AT ORANGE LAWN, LLC, a limited liability company of the State of New Jersey, having its offices at 16 Microlab Road, Suite A, Livingston, NJ 07039 (together with its permitted successors or assigns hereinafter provided, referred to as the “Redeveloper”);

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of rehabilitation; and

WHEREAS, in accordance with the Redevelopment Law, the Board of Trustees (the “Board”) of the Village submitted a copy of a proposed resolution designating the Village as an “area in need of rehabilitation” to the Village Planning Board (the “Planning Board”) for review; and

WHEREAS, the Planning Board asked Heyer, Gruel & Associates (the “Village Planner”) to investigate whether all of the real property constituting the Township of South Orange Village was eligible to be designated as an “area in need of rehabilitation”; and

WHEREAS, in a report entitled “Township of South Orange Rehabilitation Study”, the Village Planner concluded that the entire Village satisfies the criteria of N.J.S.A. 40A:12A-14a(2) to be designated as an area in need of rehabilitation because more than half of the housing stock in the Village is at least 50 years old; and

WHEREAS, the Village Engineer has prepared and submitted a report on the age and condition of the water and sewer infrastructure stating that a majority of the water and sewer infrastructure in the Village is at least 50 years old and is in need of repair or substantial maintenance satisfying the criteria of N.J.S.A. 40A:12A-14a(2) for the entire Village to be designated as an area in need of rehabilitation; and

WHEREAS, on March 2, 2015, the Planning Board reviewed the reports of the Village Planner and Village Engineer and reported back to the Board that the Planning Board found, based upon the Village Planner and Engineer's reports, that the eligibility criteria for designation of the entire Village as an “area in need of rehabilitation” pursuant to N.J.S.A. 40A: 12A-14 had been met; and

WHEREAS, the Planning Board concurred in the recommendation to designate the entire Village as an “area in need of rehabilitation”; and

WHEREAS, on March 9, 2015, by Resolution 2015-45, the Board designated the entire Village as an “area in need of rehabilitation”; and

WHEREAS, the Redevelopment Law authorizes the Village to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in a designated area pursuant to N.J.S.A. 40A:12A-8; and

WHEREAS, Villas at Orange Lawn, LLC (the “**Redeveloper**”), is in contract to purchase a portion of Block 1304, Lot 6, as identified in Exhibit A attached hereto (the “**Property**”);

WHEREAS, on June 27, 2016 the Trustees adopted Resolution #2016-153 designated Redeveloper, as the “redeveloper” for the Property, and agreed to enter into this Redevelopment Agreement in order to set forth the respective undertakings, rights and obligations of Redeveloper and the Village in connection with the redevelopment of the Property, all in accordance with the Act and other Applicable Law.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1

DEFINITIONS

1.01. Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below.

“**Act**” is defined in the preambles hereto.

“**Affiliate**” shall mean with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common Control with, such Person.

“**Applicable Laws**” shall mean all Federal, State and local laws, ordinances, Governmental Approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Municipal Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Federal and State labor standards.

“**Building Permit**” shall mean a building permit issued by or on behalf of the Village for the Project.

“**Certificate of Completion**” shall mean written acknowledgement by the Village, in recordable form, that the Redeveloper has Completed Construction of the Project in accordance with the requirements of the Redevelopment Plan and this Redevelopment Agreement.

“**Certificate of No Default**” is defined in Section 6.08.

“**Certificate of Occupancy**” shall mean a temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the Village and the applicable provisions of the Uniform Construction Code.

“**Commence Construction**” and “**Commencement of Construction**” shall mean the date on which the construction personnel and machinery is mobilized for demolition of the existing improvements on the Property and construction of the Project Improvements on the Property.

“**Completion of Construction**” and “**Complete Construction**” shall mean the substantial completion of the Project in accordance with the Redevelopment Plan (sufficient for issuance of a Certificate of Occupancy if required by Applicable Laws) for the Project, subject to (i) completing minor conditions of the Governmental Approvals and (ii) installation of landscaping.

“**Concept Plan(s)**” shall mean concept plans for the Redevelopment of the Property including design standards, attached hereto as **Exhibit B**.

“Control”, **“Controlling”**, **“Controlled by”** and **“under common Control with”** shall mean with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management policies of such Person, whether through the ownership of voting securities or by contract or otherwise. For avoidance of doubt, the fact that a Person with the power to direct or cause the direction of day to day management policies of another Person may be required to obtain consent of one or more other Persons to annual operating plans, including, but not limited to operating and capital budgets, and other specified major decisions, shall not be deemed to mean that such Person does not have control.

“County” shall mean Essex County, New Jersey.

“Day” shall mean a calendar day.

“Declaration of Covenants and Restrictions” shall mean the Declaration of Covenants and Restrictions in Exhibit C.

“Default” is defined in Section 6.01(a).

“Effective Date” is defined in the preambles hereto.

“Escrow Account” is defined in Section 4.07.

“Event of Default” is defined in Section 6.01.

“Force Majeure Event” shall mean as an act or acts of God, acts of the public enemy, acts or omissions of other parties (including litigation by third parties), flood, fire, epidemics, quarantine restrictions, embargoes, earthquake, explosion, the elements, unusually severe weather, war, terrorism, blockade, security problems, insurrections, riots, mob violence or civil disturbance, acts of the Federal government, acts of other parties, inability to procure or a general shortage of labor, equipment or facilities, energy, freight, materials or supplies in the open market, failure of transportation, strikes, walkouts, boycotts, picketing, slow-downs, work stoppages or other labor actions, or delays of subcontractors due to any of the foregoing such causes, and actions or inactions by any Federal, State or local governmental or quasi-governmental authority, including, but not limited to, utility providers, with respect to Governmental Approvals or the development of the Project, affecting the rights or obligations of the Redeveloper or the Village hereunder (including, but not limited to, delays in issuance of Governmental Approvals), court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Redeveloper.

“Governmental Approvals” shall mean all governmental approvals required for the construction of the Project, including, without limitation: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning Board, in accordance with the Municipal Land Use Law; county planning board approvals; construction plans and specifications for the obtaining of Building Permits for the proposed construction; environmental approvals, consents and authorizations and any other applicable agencies; sewerage capacity approvals, adequate water allocation approval, utilities-related permits and any and all other

necessary permits, licenses, consents and approvals.

“**Governmental Body**” shall mean any Federal, State, County or Village agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial or administrative functions of or pertaining to government.

“**Holder**” is defined in Section 8.01.

“**Municipal Land Use Law**” shall mean N.J.S.A. 40:55D-1 et seq.

“**Parties**” shall mean both the Village and Redeveloper together and shall not refer to any other person or entity. Any one of the Parties may be referred to as a “**Party**”.

“**Person**” shall mean any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or Governmental Body, or any other entity.

“**Phase**” shall mean a residential building.

“**Planning Board**” is defined in the preambles hereto.

“**Plans**” shall mean the plans, including site plans, for the Project or any Phase thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Redevelopment Agreement.

“**Project**” shall mean the redevelopment of the Property consistent with the Concept Plan and in compliance with the terms and conditions set forth in the Redevelopment Plan, Applicable Laws, Governmental Approvals and this Redevelopment Agreement and shall consist of the construction of 20 residential units and related infrastructure.

“**Project Improvements**” shall mean those buildings, infrastructure improvements, amenities or utilities necessitated by, associated with, desired or required by the implementation of the Project, which are located inside or outside of the Redevelopment Area, including but not limited to all facilities, amenities, on and off-street parking, landscaping, fencing, enhancements or improvements required to be made to roadways to permit or control the flow of traffic electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other utilities.

“**Property**” is defined in the preambles hereto.

“**Qualified Entity**” shall mean (a) the Redeveloper (at the time of execution of this Redevelopment Agreement, and thereafter so long as it remains in compliance with the terms of this Redevelopment Agreement), (b) any Affiliate of the Redeveloper, (c) any Affiliate, or (d) such other Person that the Village in its reasonable discretion determines complies with the provisions of Section 7.02.

“**Redeveloper**” is defined in the preambles hereto.

“**Redevelopment Agreement**” is defined in the preambles hereto.

“**Redevelopment Area**” shall mean the Property for purposes of this Redevelopment Agreement.

“**Redevelopment Plan**” is defined in the preambles hereto.

“**State**” shall mean the State of New Jersey.

“**Substantial Portion**” is defined in Section 9.07.

“**Trustees**” is defined in the preambles hereto.

“**United States Bankruptcy Code**” shall mean 11 U.S.C.A. §101 et seq.

“**Village**” is defined in the preambles hereto.

“**Village Costs**” shall mean all reasonable and necessary third party costs and expenses of the Village incurred in connection with the implementation of this Redevelopment Agreement beginning on the Effective Date, including costs of counsel and any planning professionals; excluding costs of counsel and other expenses incurred in connection with claims, disputes or litigation between Redeveloper and Village.

“**Village Event of Default**” is defined in Section 6.09.

“**Village Indemnified Parties**” is defined in Section 9.16(a).

1.02 Interpretation and Construction. In this Redevelopment Agreement, unless the context expressly otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Redevelopment Agreement.

(b) All references to Recitals, Articles, Sections or Exhibits shall, unless otherwise indicated, refer to the Recitals, Articles, Sections or Exhibits in this Redevelopment Agreement.

(c) Words importing a particular gender mean and include correlative words of every other gender.

(d) All notices to be given hereunder and responses thereto shall be given, unless a certain number of Days is specified, within a reasonable time.

(e) Unless otherwise indicated, any “fees and expenses” shall be required to be

customary and reasonable.

(f) The use of the phrases “consult with”, “in consultation with”, “in collaboration with”, “provide an opportunity to comment”, and/or “working collaboratively” and similar phrases used anywhere in this Redevelopment Agreement with respect to the Parties shall, in each instance, be construed as imposing a reciprocal duty of good faith and best efforts upon each Party with respect to resolution of each and every issue, obligation and/or action that is the subject of such consultation or collaboration.

(g) The phrase “sole discretion” shall, in each instance, be construed as permitting the applicable Party the right to exercise its judgment without limitation and make a determination for no reason or any reason whatsoever.

(h) When used herein “knowledge” shall mean actual knowledge of an officer of the applicable Party after due investigation and inquiry.

(i) Notwithstanding anything in this Redevelopment Agreement to the contrary, each of the time frames set forth in this Redevelopment Agreement may be extended at the request of the Redeveloper at the reasonable discretion of the Village.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.01. Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

- (a) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan. This Redevelopment Agreement constitutes a valid and legally binding obligation of Redeveloper enforceable in accordance with its terms.
- (b) Redeveloper is a duly organized and a validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.
- (c) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;
- (d) No adjudication of Bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper shall have been filed;
- (e) No indictment has been returned against any official of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement;
- (f) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party;
- (g) Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project;
- (h) To the best of Redeveloper's knowledge there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Redevelopment Agreement or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair his ability to perform pursuant to the terms of this Redevelopment Agreement.

(i) Redeveloper's execution and delivery of this Redevelopment Agreement and his performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

(j) To the best of Redeveloper's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the Village and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC, are true and correct in all respects. Redeveloper acknowledges that the facts and representations contained in the information, submitted by Redeveloper are a material factor in the decision of the Village to enter into this Redevelopment Agreement.

(k) Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Village for any property situated in the Village.

(l) The Redeveloper's certificate of formation and certificate of good standing, duly certified by the Secretary of State of the state of the Redeveloper's formation, are in full force and effect.

2.02. Representations and Warranties of the Village. Village hereby makes the following representations and warranties:

(a) The Village has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Village is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) This Redevelopment Agreement is duly executed by the Village and is valid and legally binding upon the Village and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Village is a party.

(c) The designation of the Property, the adoption of the Redevelopment Plan and the designation of Redeveloper were done in conformance with Act and the Village is duly and properly acting as the "redevelopment entity" for the Village pursuant to the Act.

(d) There is no pending, or to the best of the Village's knowledge, threatened litigation that would prevent the Village from performing its duties and obligations hereunder.

(e) While this Redevelopment Agreement remains in effect, the Village will not exercise its power of eminent domain with respect to all or part of the Property.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions. Redeveloper shall record the Declaration of Covenants and Restrictions in the office of the Clerk of Essex County, New Jersey.

3.02. Speculative Development. Redeveloper represents its undertakings pursuant to this Redevelopment Agreement are for the purpose of redevelopment of the Property and not for speculation in land holding. Redeveloper shall not use the Property, or any part thereof, as collateral for an unrelated transaction.

3.03. Compliance with Redevelopment Agreement. Redeveloper shall ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper or any of Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.

3.04. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in the Declaration of Covenants and Restrictions shall be covenants running with the land. All covenants in the Declaration of Covenants and Restrictions, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and in equity, for the benefit and in favor of, and enforceable by the Village and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, his successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in the Declaration of Covenants and Restrictions shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenant in Section 2(C) of the Declaration of Covenants and Restrictions shall remain in effect without limitation as to time.

3.05 Enforcement by Village. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Village and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in the Declaration of Covenants and Restrictions both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Village for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Village has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

ARTICLE 4

IMPLEMENTATION OF THE PROJECT

4.01. The Project. The Redeveloper agrees to undertake the Project. The Redeveloper further agrees that, notwithstanding the Act, it is the Redeveloper's sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of existing utilities in order to complete the Project as provided by this Redevelopment Agreement. Redeveloper shall exercise reasonable efforts to insure the effective coordination between the onsite and offsite Project Improvements and shall reasonably cooperate with the Village to insure that the implementation of the Project does not unreasonably interfere with the operation of existing utilities. Redeveloper agrees to provide all performance and maintenance bonds as required by any Governmental Body, utility company, or pursuant to Applicable Laws.

The Village approves the Concept Plan, including, but not limited to, site layout, building configuration, building height, building elevations, materials and all other information shown thereon. Any material modifications to the Concept Plan will require approval of the Village and Redeveloper. Furthermore, Redeveloper acknowledges that it will be required to submit more detailed site plans for review and approval by the Planning Board in accordance with the Municipal Land Use Law and to comply with the provisions of such approval.

4.02. Designation of Redeveloper. Redeveloper is designated as "redeveloper" for the Project under the Act and Redeveloper shall have the exclusive right to redevelop and implement the Project on the Property in accordance with the terms and conditions of this Redevelopment Agreement, the Redevelopment Plan and Applicable Laws.

4.03. Redeveloper Deadline: Governmental Approvals and Commencement of Construction. Redeveloper shall use commercially reasonable efforts to seek to obtain all Government Approvals within 270 Days of the Effective Date and Commence Construction within 90 Days of receipt of all Government Approvals subject to extension resulting from Force Majeure Events and delays caused by acts or omissions of the Village. Notwithstanding anything contained in this Section 4.03 to the contrary, if Redeveloper is unable to obtain all Government Approvals within the allotted 270 Days of the Effective Date, as long as Redeveloper is proceeding in good faith and with due diligence to obtain all Government Approvals, Redeveloper shall have the right to 2 additional 90 Day periods to obtain all Government Approvals.

4.04. Project Completion. Redeveloper agrees to diligently undertake and implement the Project throughout the term of this Redevelopment Agreement and shall complete the Project and obtain a Certificate of Completion with respect to (a) each Phase as and when necessary and (b) the entire Project within 3 years of the Commencement of Construction, subject only to Force Majeure Events and delays resulting from the acts or omissions of the Village.

4.05. Construction Assurances. Redeveloper shall, upon Commencement of Construction, proceed diligently to Complete Construction of the Project, subject only to Force Majeure Events and delays resulting from the acts or omissions of the Village.

4.06. Certificates of Occupancy and Certificates of Completion. (a) Upon Completion of Construction, Redeveloper shall apply to the Village for a Certificate of Occupancy.

(b) Following the issuance of the a Certificates of Occupancy and the satisfaction of the terms and conditions of this Redevelopment Agreement with respect to the Project, or a Phase, the Village agrees to issue a Certificate of Completion for the Project, or applicable Phase. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project, or Phase, as applicable, in this Redevelopment Agreement and the Redevelopment Plan with respect to the obligations of Redeveloper to construct the Project, or Phase, as applicable, within the dates for completion of same. Within 30 Days after written request by Redeveloper, the Village shall provide Redeveloper with a Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project, or Phase, as applicable, in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the reasonable opinion of the Village in order for Redeveloper to be entitled to the Certificate of Completion.

4.07. Village Costs Escrow Account. Upon the Effective Date, Redeveloper agrees to establish with the Village's chief financial officer a non-interest bearing escrow account (the "**Escrow Account**") having an initial minimum balance of \$25,000. Prior to the Village's withdrawal of funds from the Escrow Account for the payment of Village Costs, the Village shall provide Redeveloper with a copy of each invoice reflecting the Village Costs to be paid. Unless Redeveloper promptly (within 10 Days of its receipt of any such copy) provides a written objection stating that any invoiced item is not an Village Cost, the Village shall be free to withdraw funds from the Escrow Account for the payment of such invoiced services. If, when and as often as may occur that the Escrow Account is drawn down to or below \$10,000, the Village shall so notify Redeveloper and Redeveloper shall immediately thereafter provide to the Village an amount sufficient to replenish the Escrow Account to \$25,000 for use in accordance with these terms.

Upon issuance of a Certificate of Completion, or in the event that this Redevelopment Agreement is terminated, then all escrowed monies shall be returned to Redeveloper following the payment from the Escrow Account of the Village Costs incurred up to the time of said Certificate of Completion or termination.

4.08 Affordable Housing Obligation. Redeveloper shall contribute \$400,000 to the remaining amount to the Village's Affordable Housing Trust Fund as follows: \$20,000 upon the issuance of each Certificate of Occupancy for each residential unit.

4.09. First Source Employment. Redeveloper shall make good faith efforts, and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts, to employ Village residents and patronize Village businesses if possible in the implementation and construction of the Project, on economically competitive terms and consistent with the Project budget. Redeveloper shall notify local residents of the pendency of the Project by way of advertisements or stories in local publications, which shall contain contact

information in the event any local residents or businesses wish to apply or bid for work connected to the Project.

4.10. Maintenance and Landscaping. Redeveloper shall keep the Property free from any substantial accumulation of debris or waste materials and shall maintain in good condition any landscaping and amenities required under any applicable approved final site plan.

4.11. Neighborhood Impacts. Redeveloper acknowledges that the construction of the Project may have certain impacts on the neighborhoods in the vicinity of the Project. Although it is anticipated that the Project will provide many positive effects on the community, it is also recognized that it may result in some temporary inconveniences during the time that construction takes place and for a short time thereafter. Therefore, Redeveloper shall take reasonable steps in order to minimize any material negative effects that the construction of the Project may produce. As a result, the Village and Redeveloper agree herein to address the reasonable concerns of the surrounding neighborhoods in order to assure the citizens of the Village that reside in those neighborhoods that the Project will be completed with minimum inconvenience as is practicable.

4.12. Illumination, Noise and Pollution. Redeveloper is mindful of the size of the Project and the potential effects that the construction of such an undertaking may have on the surrounding communities. Therefore, Redeveloper agrees that it will take reasonable steps to minimize the passage of excessive or unwarranted illumination, noise or pollution into the surrounding communities. Redeveloper shall take reasonable measures to ensure that the improvements on the perimeter of the Property shall not be damaged or materially disturbed. Redeveloper commits to follow all applicable construction laws, regulations and standards in the industry to address these concerns and furthermore commits to having a program in place, prior to the Commencement of Construction, to reasonably address such concerns.

4.13. Security and Safety. Redeveloper further commits to be cognizant of and address reasonable traffic safety issues by complying with all applicable traffic safety provisions both during and after construction of the Project.

4.14. Parking During Construction. Redeveloper acknowledges that it is unlikely that sufficient on-site parking will be available for construction workers during construction of the Project and agrees that Redeveloper and its subcontractors will be responsible, at their own cost, for making arrangements for off-site parking to the extent required. Notwithstanding the foregoing, the Village shall cooperate with Redeveloper to the extent feasible in its efforts to provide parking for construction workers during the construction of the Project.

4.15. Rodent, Insect and Animal Control. Redeveloper will take reasonable steps to minimize and control the migration of rodents, insects, or other animals from the Property during the construction of the Project. Redeveloper will undertake to provide controls in accordance with all applicable laws and other construction standards such that the issue of rodent, insect and animal control is reasonably addressed prior to the Commencement of Construction. Redeveloper agrees to coordinate this effort with the Village's Department of Health.

4.16. No Reliance On Other Investigations. Redeveloper further agrees, acknowledges and represents that, subject to the terms hereof, Redeveloper is entering into this

Redevelopment Agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this Redevelopment Agreement solely in reliance on and as a result of Redeveloper's own investigations and efforts and at Redeveloper's sole risk, understanding that any such investigations, examinations and inspections may not reveal any or all adverse or existing conditions, aspects or attributes related to the redevelopment to the Property.

4.17. Execution of Documents. Redeveloper shall, in order to effectuate the purposes of this Redevelopment Agreement, make, execute, acknowledge and deliver any commercially reasonable contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Project in accordance with the terms of this Redevelopment Agreement and all necessary Governmental Approvals.

4.18. Delivery of Consultants' Reports. Redeveloper agrees to promptly deliver to the Village copies of any surveys, reports, analyses, test results and other written reports or documents prepared for Redeveloper by any consultant with respect to the Property, including, but not limited to, wetlands investigations, environmental assessments, soil tests, surveys, title commitments, engineering analyses, utility capacity analyses and the like.

4.19. Fees. Redeveloper shall be subject to normal and customary application fees for Village approvals and review processes for the Governmental Approvals for the Project, as well as normal and customary Building Permit fees.

4.20. Redeveloper's Equity. Redeveloper shall commit the requisite equity and obtain sufficient debt financing in order to finance the Project.

4.21. Village Cooperation. The Village shall cooperate with and assist Redeveloper so as to enable Redeveloper to implement, develop and complete the Project in accordance with the Concept Plan and to otherwise perform Redeveloper's obligations and responsibilities under this Redevelopment Agreement. This cooperation shall include, but not be limited to, (a) causing all Building Permits over which the Village or any of its agencies or offices has jurisdiction to be granted to Redeveloper provided the applications for same comply with applicable law, (b) assisting Redeveloper in obtaining Governmental Approvals, in expediting required action by the Planning Board in connection with site plan and subdivision applications filed by Redeveloper in connection with this Redevelopment Agreement, (c) amending the Redevelopment Plan to incorporate changes that are mutually agreed upon by the Village and Redeveloper, and (d) the exercise of such other actions pursuant to the Act as may be reasonably necessary to carry out the purpose and intent of this Redevelopment Agreement. Nothing herein, however, shall constitute a guaranty or a warranty by the Village that the Redeveloper will obtain site plan approval from the Planning Board, or any other Governmental Approvals.

ARTICLE 5

PROJECT OVERSIGHT

5.01. Progress Meetings. At the request of the Village, Redeveloper agrees to attend and participate in progress meetings as required with representatives of the Village to report on the status of the Project and to review the progress thereof; provided that such progress meetings are not held more frequently than once every 3 months during the term of this Redevelopment Agreement. The meetings shall be held at the Village's Municipal Building or other convenient location in the Village. Prior to the meetings, subject to the terms of Section 6.02, representatives of the Village may visit the Project to inspect the progress of the work. Redeveloper shall prepare the agenda for the progress meetings in advance (which shall include, *inter alia*, any agenda items reasonably requested by the Village) and shall provide information to the Village at the meetings regarding the progress of the Project, including but not limited to, Governmental Approvals, submissions, financial commitments, construction of Project Improvements, compliance with the Redevelopment Plan and activities concerning marketing and leasing.

ARTICLE 6

EVENTS OF DEFAULT; TERMINATION

6.01. Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and tolling as may be provided elsewhere in this Redevelopment Agreement:

- (a) Redeveloper’s failure to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Redevelopment Agreement as a “**Default**” or a “**default**” (any such failure, Default or default being hereinafter referred to as a “**Default**”), and except as otherwise specified below the continuance of such Default for a period of 30 Days after Notice from the Village specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied within 30 Days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable.
- (b) Redeveloper’s failure or refusal to make any payment or deposit of funds required hereunder within 10 Days after receiving Notice from the Village.
- (c) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of his assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; or (iii) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors.
- (d) Redeveloper (i) fails to perform his obligations with respect to acquisition of the Property or the implementation of the Project in accordance with this Redevelopment Agreement, including but not limited to failure to Commence Construction or Complete Construction in accordance with this Redevelopment Agreement; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Village.
- (e) Redeveloper’s failure to pay or delinquency in the payment of real property taxes or assessments when due, which failure or delinquency is not cured within 30 Days of Notice by the Village (provided that Redeveloper shall have the right to contest such taxes or assessments in accordance with applicable law).
- (f) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Village, immediately upon cancellation or termination thereof if not replaced with no resulting gaps in coverage within 10 Days after receiving Notice from the Village.

6.02. Remedies Upon Event of Default. Whenever any Event of Default of Redeveloper shall have occurred, the Village may, on written notice to Redeveloper terminate this

Redevelopment Agreement and Redeveloper's designation as Redeveloper hereunder, 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 Redeveloper under this Redevelopment Agreement.

6.03. Delivery and Assignment of Plans upon Termination. In the event of a termination of the Redeveloper as redeveloper, Redeveloper shall promptly deliver to the Village, and assign to the Village, all of its right, title and interest in and to any Governmental Approvals, Plans, drawings, surveys, studies, test, investigations, permits, approvals and applications for permits approvals or utility capacity including, but not limited to, electronic versions where applicable, prepared by Redeveloper in connection with the Project, the Redevelopment Plan, or the Redevelopment Area.

6.04. Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Village nor Redeveloper shall be considered in breach or in default with respect to his 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 Village or 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. For the elimination of doubt, the absence of a reference to Force Majeure as to the time for performance of any obligation shall not be construed to mean that such time for performance is not subject to extension for Force Majeure. 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.

6.05. No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the Village or Redeveloper in asserting any of its rights or remedies as to any default by the other, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Village or Redeveloper, as applicable, 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.

6.06. 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.

6.07. Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (a) the designation of the Redevelopment Area, (b) the Redevelopment Plan, or (c) execution of this Redevelopment Agreement by the Village, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions this Redevelopment Agreement; provided, however, that (i) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written notice to the other; provided, however, that a termination by the Village shall not be effective if Redeveloper, within 10 Days after receipt of Village's

notice agrees to, proceed with the Project notwithstanding such determination in favor of the plaintiff; or (ii) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least 27 months from the date the complaint was filed, then Redeveloper may elect to terminate this Redevelopment Agreement.

6.08. Certificate of No Default. Either Party hereto shall deliver to the other, upon written request, a certificate signed by a duly authorized officer to the effect that the certifying Party is not aware of any condition, event or act which constitutes a violation of this Redevelopment Agreement or which would constitute an Event of Default hereunder and no condition, event or act exists which, with notice or lapse of time, or both, would constitute such a violation, or Event of Default, or if any such condition, event or act exists, specifying the same (the “**Certificate of No Default**”).

6.09. Village Events of Default. Village’s failure to observe or perform any covenant, condition, representation, warranty or agreement hereunder and except as otherwise specified below the continuance of such failure for a period of 30 Days after Notice from the Redeveloper specifying the nature of such failure and requesting that such failure be remedied shall constitute a “**Village Event of Default**” hereunder; provided, however, if the failure is one that cannot be completely remedied within 30 Days after such Notice, it shall not be a Village Event of Default as long as Village is proceeding in good faith and with due diligence to remedy the same as soon as practicable.

6.10. Dispute Resolution. In the event of a breach or alleged breach of this Redevelopment Agreement by any of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein (any of the foregoing, a “**Dispute**”), then the Parties shall submit the Dispute to mediation. The Parties agree that the mediation will be before a retired judge of the Superior Court of New Jersey agreed upon by the Parties within 10 Days after request by either Party upon occurrence of a Dispute, or if the Parties fail to so agree, a retired judge of the Superior Court appointed by the Assignment Judge of Essex County upon application of either Party. The Parties agree to engage in good faith in the mediation effort to seek resolution of the disagreement. The good faith obligation shall require, as a condition precedent to commencement of any arbitration other than one seeking emergent relief, participation of up to six (6) hours at a mediation session conducted by the Mediator at a time and place fixed by the Mediator, all to occur within 30 Days after appointment of the Mediator. The Parties further agree that the mediation procedure is voluntary and non binding (beyond good faith obligation described in the previous sentence). Following good faith participation, either Party may at any time terminate the mediation proceeding with or without cause. The Mediator shall also have the right to terminate the mediation if the Mediator shall determine that the efforts to reach a settlement are likely to be futile. The Parties agree to share the burden of the Mediator’s compensation equally and each agrees to pay its share pursuant to the Mediator’s invoice to be rendered at completion or termination of the mediation process. To the extent not expressly modified by provisions of this article, the American Arbitration Association Mediation Rules are incorporated herein and as a part of this Article shall govern the Parties and the Mediator in the conduct of the mediation proceeding. Except in cases of where emergent injunctive relief is required, the resort by a Party to any arbitration for relief pertaining to this Redevelopment Agreement before completion of good faith participation in the mediation

process called for herein shall constitute an immediate and material breach of this Redevelopment Agreement by such Party.

If a Dispute is not resolved by mediation as provided above, or requires injunctive emergent relief, the Parties agree that the matter shall be submitted to an arbitrator mutually selected and agreed to by the Parties. If the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator, who in turn will mutually select a third arbitrator. The arbitrator retained to resolve the Dispute shall abide by the rules and regulations of arbitration as set forth and/or followed by the American Arbitration Association in the State of New Jersey in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing Party. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a Dispute or breach occurs. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7

CONTROL OF REDEVELOPER; TRANSFERS OF INTERESTS; QUALIFIED ENTITY; PERMITTED TRANSFERS

7.01. Control of Redeveloper; Transfers of Ownership Interests in Redeveloper.

(a) The Redeveloper represents and agrees that, except as provided otherwise in this Section, at all times during the term of this Redevelopment Agreement, BNE Real Estate Group shall Control, directly or indirectly, a beneficial interest in the Redeveloper, such that BNE Real Estate Group shall have the right to exercise Control over the Redeveloper. Except as provided otherwise in this Section, nothing in this Redevelopment Agreement shall be deemed to restrict the ability of the Redeveloper or its members or Persons Controlling a beneficial interest in the Redeveloper to transfer beneficial interests in the Redeveloper directly, or in trust, to (i) Affiliates of any such Member or Person, or (ii) family members, an entity owned by family members, or charities; provided that after such transfer(s), BNE Real Estate Group retains Control of Redeveloper.

(b) Except as otherwise provided in Section 7.01(a) and (c), in the event that BNE Real Estate Group seeks to transfer his interest in the Redeveloper to one or more other Persons, such that after such transfer(s) that BNE Real Estate Group will no longer have Control of the Redeveloper, then before consummating such transfer(s), the Redeveloper must obtain the written consent of the Village to such transfer(s). In the event BNE Real Estate Group seeks to transfer an interest in the Redeveloper to any other Person other than as provided for in Section 8.01(c), such Person must be a Qualified Entity. Such transfer of interest may only be consummated if, after such transfer takes effect, (i) a Qualified Entity retains not less than a 50% ownership interest in the Redeveloper as determined under the operating agreement of the Redeveloper, (ii) a Qualified Entity retains the right to exercise Control of the Redeveloper, and (iii) a Qualified Entity retains Control over the day to day operations of the Redeveloper, all pursuant to the operating agreement of the Redeveloper. Notwithstanding anything contained herein to the contrary, in the event there is any amendment, termination, or supplement to the operating agreement of the Redeveloper, the Redeveloper shall deliver to the Village such amended, supplemented, terminated or new operating agreement, and/or proof of termination within 10 Days of such amendment, termination or supplement.

(c) Notwithstanding anything to the contrary contained herein, the following transfers shall be permitted without notice to, or the consent of, the Village any transfer or series of transfers of any direct or indirect ownership interest in Redeveloper, provided that, immediately following the contemplated transfer or transfers BNE Real Estate Group shall own, directly or indirectly, an ownership interest in Redeveloper at least equal to 50%;

7.02. Qualified Entity. A Person who has demonstrated, to the reasonable satisfaction of the Village, that it satisfies the requirements of this Section shall be a Qualified Entity; provided, however, that the Village may waive any one or more of the following requirements listed below at any time in its sole discretion.

(a) It has the financial capacity to Commence Construction, Complete Construction and operate the Project, including, without limitation, the capacity and good credit to provide

equity, obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Project.

(b) It is able to comply with and conform to all of the provisions of this Redevelopment Agreement and the Redevelopment Plan.

(c) It possesses or has the ability to bring to bear the requisite expertise in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance and real estate development necessary to Complete the Project, including comparable development experience with projects that are similar in size, scope and complexity to the Project.

(d) No petition under Federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such Person, or any partnership in which such Person was or is a general partner or any Person in which such Person was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of 10% (and, in the case of an involuntary proceeding, such proceeding has not been terminated within 60 Days of its commencement) within the 10 full calendar years preceding the date of submission of such Person's application for consideration as a Qualified Entity.

(e) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such Person, is not a target of or a potential witness in a criminal investigation.

(f) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the Village or other Governmental Body which has been terminated due to a default by such Person or which is currently the subject of a dispute in which the Village or other Governmental Body alleges such default, nor is such Person an adverse party in any currently pending litigation involving the Village or other Governmental Body.

(g) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or state law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision.

(h) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any Village, state, or Federal ethics law and entering into the proposed transaction with the Redeveloper and/or the Village will not cause any such violation or result in a conflict of interest.

7.03. Redeveloper Certification. On or before each anniversary of the Effective Date, the Redeveloper shall provide the Village with a certificate (a) indicating that the

Redeveloper continues to be in compliance with the requirements of Section 8.02 as of the date of such certificate and (b) affirming the Redeveloper representations and warranties as set forth in Section 2.01.

ARTICLE 8

FINANCING PROVISIONS

8.01. Redeveloper Financing. From and after the date that Redeveloper acquires the Property, Redeveloper shall not engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Property, except as may be reasonably required for the acquisition, development, and construction of the Project or the continued operation of the Project or portion thereof after the Completion of Construction, provided, however, that upon the issuance of a Certificate of Completion, such prohibition shall no longer apply with respect to the corresponding portion of the Project. Village acknowledges that Redeveloper intends, and is permitted under this Redevelopment Agreement, to obtain construction mortgage financing for all or part of the costs of acquisition, development, construction and operation of the Project. Redeveloper shall notify the Village in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Property or the Project or any part thereof (the mortgagee thereunder or its Affiliate, a "**Holder**").

8.02. No Termination for Mortgage Default. This Redevelopment Agreement, as an arrangement made by a Governmental Body pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the Project, as though such default or foreclosure had not occurred, except as specifically provided herein.

8.03. Cooperation. To the extent reasonably requested by Redeveloper or any Holder, the Village shall execute an estoppel certificate, recognition agreement, attornment agreement and or such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Village) as may be requested or required by any Holder; provided, however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of Redeveloper or the Village under this Redevelopment Agreement.

8.04. Notice of Default to Holder and Right to Cure. Whenever the Village shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Redevelopment Agreement, the Village shall at the same time deliver to each Holder a copy of such notice or demand, provided that Redeveloper has delivered to the Village a written notice of the name and address of such Holder. Each such Holder shall have the right at its option within 90 Days after the receipt of such notice, to cure or remedy, or to commence to cure or remedy, any such default which is subject to being so cured.

8.05. No Guarantee of Development, Construction or Completion of the Project. A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to develop, construct or complete the Project (or portion to which its mortgage relates), or to guarantee such development, construction or completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Notwithstanding the foregoing, nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the development, construction or completion of the Project, or portion

to which its mortgage relates (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made), without the Holder first having expressly assumed Redeveloper's obligations to the Village going forward from and after the date of such assumption with respect to the Project (or portion to which its mortgage relates) by written agreement satisfactory to Village and the Holder, and subject to the transfer provisions of redevelopment rights set forth herein in Article 8.

8.06. 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 (collectively a "**Foreclosure**"), the Holder shall have the option to either (a) sell the Property and the Project to a responsible Person reasonably acceptable to the Village, which Person shall assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law after approval by the Village, and/or (b) assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law with the approval of the Village and in accordance with Article 8. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Village shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Village pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. In furtherance of the foregoing, the Holder, or the Person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in the manner provided in this Redevelopment Agreement, but subject to reasonable extensions of the project schedule, and shall submit evidence reasonably satisfactory to the Village that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or Person assuming such obligations of Redeveloper, properly completing the Project, or any portion thereof, shall be entitled to Certificates of Completion in accordance herewith. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements consistent with the Concept Plan or other provided for or authorized by this Redevelopment Agreement.

8.07. Lender Changes. If Redeveloper's lender requires a change in the terms of this Redevelopment Agreement, the Village shall reasonably cooperate with Redeveloper in approving and implementing such change, so long as such change does not materially increase the Village's obligations or materially decrease the Village's rights as set forth in the Redevelopment Agreement, or materially change the Concept Plan. In addition, the Village agrees to enter into such agreement as Redeveloper's lender (or its equity participants) may reasonably require provided that such agreement shall not materially increase the Village's obligations or decrease Village's rights in connection with this Redevelopment Agreement, or materially change the Concept Plan.

ARTICLE 9

MISCELLANEOUS

9.01. No Consideration for Redevelopment Agreement. 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. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Village, any money or other consideration for or in connection with this Redevelopment Agreement.

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

9.03. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the Village.

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

9.05. Entire Agreement. 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.

9.06. Severability. The validity of any Article, Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles, Sections, clauses or provisions hereof.

9.07. Condemnation/Casualty. In the event that all or any substantial portion of the Property is condemned or taken by eminent domain by any condemning authority or is damaged or destroyed by casualty (a) Redeveloper, at its option, may terminate this Agreement by written notice the Village within thirty (30) Days after Redeveloper is notified of the condemnation and Village shall reimburse Redeveloper for all of Redeveloper's costs and expenses incurred prior to the termination in an amount not to exceed the condemnation proceeds received by Village; or (b) prior to Commencement of Construction, Redeveloper may, at its option, terminate this Redevelopment Agreement by written notice to the Village within thirty (30) Days after Redeveloper is notified of the condemnation, taking, damage or casualty. For purposes of this provision "Substantial Portion" shall be defined as any portion which is equal to or in excess of 10% of the total acreage of the Property or that portion which, in the reasonable opinion of Redeveloper, would prevent the successful completion of construction or operation of the Project as envisioned by this Redevelopment Agreement.

9.08. Litigation. Redeveloper shall have the right, but not the obligation, to undertake litigation in order to obtain Governmental Approvals with conditions reasonably satisfactory to Redeveloper including, without limitation, the right to litigate to the ultimate decision maker. Any litigation undertaken shall toll the relevant time periods provided for performance by Redeveloper in this Redevelopment Agreement.

9.09. Village Consultants' Reports and Services. The Village makes no representations to Redeveloper with respect to the accuracy or validity of any reports, data or documents or services rendered by any of the Village's consultants, advisors or experts.

9.10. Waivers. Any right or remedy which any Party may have under this Redevelopment Agreement may be waived in writing by the relevant Party without the execution of a new or supplemental agreement. Except as otherwise provided in this Redevelopment Agreement, said right of waiver shall include the right to waive a default. No waiver made by any Party with respect to the performance, or manner or time thereof, of any obligation of any other Party or any condition to its own obligation under this Redevelopment Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver.

9.11. No Significance of Party Drafting. The Parties agree that in the construction or interpretation of this Redevelopment Agreement no significance shall be attributed in presumption or otherwise to the identity of the Party drafting the provision or provisions in question.

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

9.13. No Obligation. The Parties agree that the submission of this Redevelopment Agreement (or any draft, re-draft, or other copy) by one Party to another is not intended by either Party to be an offer to enter into a legally binding contract. Notwithstanding any discussions, memorandum or exchange of correspondence or emails, the Parties shall be legally bound pursuant to the terms of this Redevelopment Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Redevelopment Agreement in a manner acceptable to each of Parties in their respective sole discretion, including, without limitation, all of the exhibits hereto, and each of the Village and Redeveloper have fully executed and delivered to the other (or its attorney) an executed counterpart of this Redevelopment Agreement. Unless and until each of the Village and Redeveloper have fully executed and delivered a counterpart of this Redevelopment Agreement to the other, neither shall have any obligation whatsoever to the other.

9.14. No Restriction on Police Powers. Nothing in this Redevelopment Agreement will in any way limit or affect the right of the Village or any municipal board, department, agency, authority, official, or representative to enforce any generally applicable municipal ordinance, regulation, rule, procedure or other requirement, including, but not limited to, with respect to the Project, the Property or Redeveloper.

9.15. Prior Agreements Superseded. This Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

9.16. Indemnification. (a) Redeveloper, for himself and his successors and assigns, covenants and agrees to indemnify and hold harmless and defend the Village, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives, and respective successors and assigns (collectively, the "**Village Indemnified Parties**") and Redeveloper shall pay any and all liability, actual loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, resulting from claims for personal injury, death and property damage, which the Village Indemnified Parties may sustain, be subject to or be caused to incur (i) due to the negligence or willful misconduct of Redeveloper, its agents, employees or contractors, (ii) a breach of this Redevelopment Agreement by Redeveloper, or (iii) any violation of Applicable Law by Redeveloper, unless any such loss, liability claim or suit is determined to be the result of the negligent or intentional wrongful acts of the Village, or any of the Village Indemnified Parties.

(b) Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Village, and/or the Village Indemnified Parties; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Redevelopment Agreement from its obligation to defend Redeveloper, the Village and any other insured named or named as an additional insured in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorneys' fees in situations where it is required that the Village engage its own attorneys, experts' testimony costs and all reasonable costs to defend the Village or any Village Indemnified Party, agents, servants, or employees shall be reimbursed to it by Redeveloper in connection with such defense and indemnification claim.

(c) In any situation in which the Village Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the Village Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the Village Indemnified Parties, unless such failure to give prompt notice prejudices Redeveloper. Upon receipt of such notice, Redeveloper shall appear and defend any action or proceeding on behalf of the Village Indemnified Parties, including the employment of counsel reasonably acceptable to the Village Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. All of the Village Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense. Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of Redeveloper or if there is a final judgment against Redeveloper or the Village Indemnified Parties in any such action, Redeveloper shall indemnify and hold harmless the Village Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Further, Redeveloper shall have the right to settle any such action on behalf of itself and all Village Indemnified Parties, provided that such settlement (i) is solely a monetary payment, (ii) does not involve the entry of a judgment against Village or any Village

Indemnified Parties and (iii) does not expose the Village Indemnified Parties to any liability, contingent or otherwise. Redeveloper shall indemnify and hold harmless the Village Indemnified Parties from and against any loss or liability by reason of such settlement.

(d) The provisions of Section 9.16 shall survive the termination of this Redevelopment Agreement.

9.17. No Third Party Beneficiaries. This Redevelopment Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

9.18. Notices. A notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other ("**Notice**") shall be in writing and 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 9.18.

As to the Village:

Township of South Orange Village
Village Hall
76 South Orange Avenue
South Orange, New Jersey 07079

ATTN: Mayor and Village Administrator

With a copy to:

Joseph P. Baumann, Jr., Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

As to the Redeveloper:

Villas at Orange Lawn, LLC
c/o BNE Real Estate Group
16 Microlab Road, Suite A
Livingston, NJ 07039

With a copy to:

Glenn C. Kienz, Esq.
Weiner Lesniak LLP
629 Parsippany Road
P.O. Box 0438
Parsippany, New Jersey 07054

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. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee.

9.19. Governing Law. This Redevelopment Agreement shall be construed and enforced in accordance with the internal laws of the State, without giving effect to the principles of conflicts of law.

9.20. Counterparts. This Redevelopment Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

Township of South Orange Village

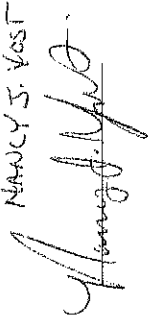

Shirell V. Smith, Acting
Village Clerk

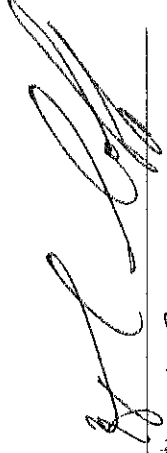
SEAL

By: 
Sheena Collum, Village President

Witness/Attest:

Villas at Orange Lawn, LLC

NAUCY J. VOST


By: 
Howard Schwartz, Member

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
COUNTY OF Essex : SS

BE IT REMEMBERED, that on this 5th day of ~~October~~^{November} 2016 before me, the subscriber, a Notary Public of New Jersey, personally appeared Seamus who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Member of Villas at Orange Lawn, LLC, the entity named in the within this Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by Villas at Orange Lawn, LLC and said Instrument was signed and delivered by said Member as and for the voluntary act and deed of said entity.

NANCY J. YOST
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/29/2016

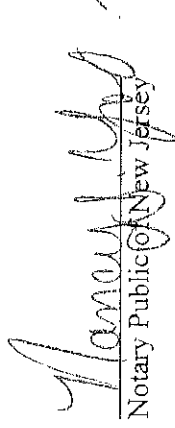

Notary Public of New Jersey

EXHIBIT A

AREA

EXHIBIT B

CONCEPT PLAN

EXHIBIT C

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:

Joseph P. Baumann, Jr.
McMANIMON, SCOTLAND & BAUMANN, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

Prepared by:

Erin K. Law, Esq.

DECLARATION OF COVENANTS AND RESTRICTIONS

Block [], Lot []
In the
Township of South Orange Village (the "Property")
(Record in Mortgage Book)

This Declaration of Restrictions is made this _____ day of _____, 2015
by and between **THE TOWNSHIP OF SOUTH ORANGE VILLAGE, NEW JERSEY** (the
"Village"), a public body corporate and politic of the State of New Jersey having its offices at
101 South Orange Avenue, South Orange, New Jersey 07079, in its capacity as redevelopment
entity pursuant to N.J.S.A. 40A:12A-4(c);

and

VILLAS AT ORANGE LAWN, LLC, a New Jersey limited liability company having its
principal place of business at c/o _____ (together with permitted successors
or assigns as hereinafter provided, referred to as the "**Redeveloper**");

W I T N E S S E T H

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.,
as amended and supplemented (the "**Act**"), provides a process for municipalities to participate in
the redevelopment and improvement of areas in need of rehabilitation; and

WHEREAS, the Governing Body duly adopted a resolution determining that a portion of
the Village's Urban Enterprise Zone was an "area in need of rehabilitation" in accordance with
the procedures and criteria in N.J.S.A. 40A:12A-14 of the Act; and

WHEREAS, the Governing Body adopted by ordinance a redevelopment plan for the
rehabilitation area (the "**Redevelopment Plan**") in accordance with N.J.S.A. 40A:12A-7 of the
Act; and

WHEREAS, in order to implement the development, financing, construction, operation
and management of the Project, the Governing Body of the Village by duly adopted resolution

authorized the execution of a redevelopment agreement with the Redeveloper dated _____, 2015 (the “**Redevelopment Agreement**”) in accordance with N.J.S.A. 40A:12A-8(f) of the Act; and

WHEREAS, N.J.S.A. 40A:12A-9(a) of the Act 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 the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenants by the Redeveloper 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 3 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 Village 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 Union County Register.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that:

(A) Redeveloper shall construct the Project on the Property in accordance with the Redevelopment Plan.

(B) Redeveloper shall not sell, lease or otherwise transfer all or any portion of the Property (other than to individual residential or retail tenants or as otherwise expressly permitted in this Redevelopment Agreement) without the written consent of the Village, which will not be unreasonably withheld, conditioned or delayed, provided however that the issuance of a Certificate of Completion for the Property shall constitute written approval for such sale or lease. For purpose of avoidance of doubt, nothing in this Redevelopment Agreement shall be deemed to prohibit (i) the grant of utility or other easements related to the construction, use or occupancy of the Project; (ii) any lease, option agreement or contract of sale which provides for occupancy

or closing to follow the issuance of a Certificate of Occupancy for the applicable portion of the Property; and/or (iii) the filing a master deed or declaration of covenants, conditions and restrictions to facilitate the construction, use or occupancy of the Project.

(C) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and 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, sexual orientation, sex or familial status.

(D) Redeveloper shall, upon Completion of Construction, obtain all Governmental Approvals required authorizing the occupancy and uses of the Property for the purposes contemplated hereby.

(E) Redeveloper shall develop, finance, construct, operate and maintain the Project at no expense to the Village and consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement.

(F) Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(G) Redeveloper will promptly pay all outstanding Village Costs, and any and all taxes, service charges or similar obligations when owed to the Village with respect to the Property.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 of this Declaration shall run 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 the Redevelopment Agreement and this Declaration, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Village, its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any Person in possession or occupancy of the Property or any part thereof. The covenants and restrictions herein shall be binding on Redeveloper itself, each successor in interest to Redeveloper and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall be in possession or occupancy of the Property, the Project or any part thereof.

Section 4. In amplification, and not in restriction, of the provisions of Section 2 of this Declaration, it is intended and agreed that the Village and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Redevelopment Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose

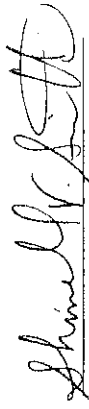
benefit such covenants and restrictions have been provided. Such covenants and restrictions shall run in favor of the Village for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the Village has at any time been, remains, or is an owner of any land or interest therein. The Village shall have the right, in the event of any material breach of any such covenant or restriction beyond the notice and cure periods set forth in Section 7.02(b) of the Redevelopment Agreement, which are incorporated herein by reference, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant or restrictions, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Section 5. Upon redevelopment of the Property and completion of the Project, the covenants contained herein shall terminate and this Declaration will be discharged of record upon Redeveloper's receipt of a Certificate of Completion and termination of the Redevelopment Agreement, provided however, that the covenant in Section 2(C) hereof shall remain in effect without limitation as to time.

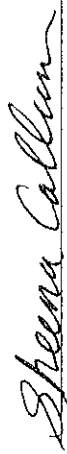
IN WITNESS WHEREOF, the Parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

Township of South Orange Village

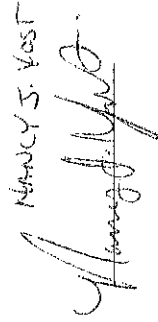

Shirell V. Smith, Acting
Village Clerk

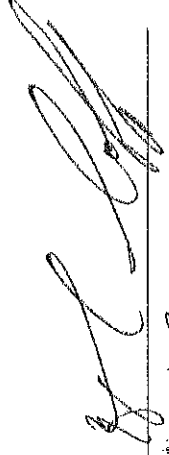
SEAL

By: 
Sheena Collum, Village President

Witness/Attest:

Villas at Orange Lawn, LLC


Nancy J. Post

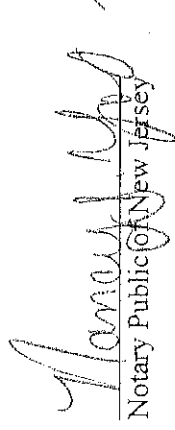
By: 
Howard Schneider, Member

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
COUNTY OF Essex : SS

BE IT REMEMBERED, that on this 5th day of ~~October~~^{November}, 2016 before me, the subscriber, a Notary Public of New Jersey, personally appeared Samuel J. Yost who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Member of Villas at Orange Lawn, LLC, the entity named in the within this Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by Villas at Orange Lawn, LLC and said Instrument was signed and delivered by said Member as and for the voluntary act and deed of said entity.

NANCY J. YOST
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/29/2016


Notary Public of New Jersey

AVERAGE GRADES & BUILDING HEIGHT: FINISH FLOOR TO TOP OF RIDGE = 28'-6"

UNIT #1 & #2	-	AVERAGE GRADE = $97.7 + 90.7 + 93.9 + 100.8 = 383.1/4 = 95.78$ FINISH FLOOR = 89.42 BUILDING HEIGHT = $(89.42 + 28.50) - 95.78 = 22.14'$
UNIT #3 & #4	-	AVERAGE GRADE = $101.6 + 94.5 + 95.1 + 102.3 = 393.5/4 = 98.38$ FINISH FLOOR = 90.42 BUILDING HEIGHT = $(90.42 + 28.50) - 98.38 = 20.54'$
UNIT #5 & #6	-	AVERAGE GRADE = $102.3 + 95.1 + 95.7 + 103.5 = 396.6/4 = 99.15$ FINISH FLOOR = 92.00 BUILDING HEIGHT = $(92.00 + 28.50) - 99.15 = 21.35'$
UNIT #7 & #8	-	AVERAGE GRADE = $102.4 + 94.3 + 93.2 + 100.0 = 389.9/4 = 97.48$ FINISH FLOOR = 91.00 BUILDING HEIGHT = $(91.00 + 28.50) - 97.48 = 22.02'$
UNIT #9 & #10	-	AVERAGE GRADE = $99.1 + 92.5 + 93.9 + 99.2 = 384.7/4 = 96.18$ FINISH FLOOR = 90.92 BUILDING HEIGHT = $(90.92 + 28.50) - 96.18 = 23.24'$
UNIT #11 & #12	-	AVERAGE GRADE = $81.7 + 76.5 + 80.2 + 85.1 = 323.5/4 = 80.88$ FINISH FLOOR = 87.25 BUILDING HEIGHT = $(87.25 + 28.50) - 80.88 = 34.87'$
UNIT #13 & #14	-	AVERAGE GRADE = $85.6 + 81.4 + 82.0 + 86.4 = 335.4/4 = 83.85$ FINISH FLOOR = 89.50 BUILDING HEIGHT = $(89.50 + 28.50) - 83.85 = 34.15'$
UNIT #15 & #16	-	AVERAGE GRADE = $86.1 + 82.0 + 81.3 + 85.0 = 334.4/4 = 83.60$ FINISH FLOOR = 90.00 BUILDING HEIGHT = $(90.00 + 28.50) - 83.60 = 34.90'$
UNIT #17 & #18	-	AVERAGE GRADE = $84.3 + 80.8 + 81.1 + 84.9 = 331.1/4 = 82.78$ FINISH FLOOR = 88.50 BUILDING HEIGHT = $(88.50 + 28.50) - 82.78 = 34.22'$
UNIT #19 & #20	-	AVERAGE GRADE = $85.0 + 81.9 + 84.6 + 87.3 = 338.8/4 = 84.70$ FINISH FLOOR = 90.00 BUILDING HEIGHT = $(90.00 + 28.50) - 84.70 = 33.80'$

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305 RIDGEWOOD ROAD NORTH

AVERAGE ELEVATIONS

Scale:

Project No.:

File Name:

1140108

Calc.By:

MTL

Page:

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Date:

10-05-2016