

**Application for
Long Term Tax Exemption**

Overview of application contents:

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

I. Instructions:

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

Important notes:

- 1) Certain documents required in this application must be prepared by qualified professionals other than the applicant. In particular, survey documents must be signed and sealed by a licensed surveyor, site plan documents must be signed and sealed by a professional engineer and detailed cost estimates must be certified by a licensed engineer or architect.
- 2) Under New Jersey law, applicants for long-term exemption must be organized as an Urban Renewal Entity as certified by the New Jersey Department of Community Affairs.
- 3) The application must be accompanied by a proposed form of financial agreement. Please ensure that the financial agreement attached to this application is appropriate to the type of project for which you are seeking an exemption.

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

Joseph DeSalvo, Mayor
Borough of Rutherford
176 Park Avenue
Rutherford, NJ 07070

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

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, NJ 07068
(973) 622-4869
kmcmanimon@msbnj.com

II. Developer Identification:

A. Name of Applicant:

Park Avenue Urban Renewal Company LLC

B. Principal Address:

1200 Avenue at Port Imperial Suite 507 Weehawken, NJ 07086

C. Type of Entity (check one)

Corporation LLC LLP Partnership Other (please specify)

D. Contact Information

1.) Name of Primary Contact:

Vrasidas Golemis

2.) Contact Numbers:

a. **Phone:** *201-341-2357*

b. **Fax:** *201-944-5751*

c. **Email:** *vangolemis@gmail.com*

E. Name and Address of Statutory Agent:

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

*Park Avenue Urban Renewal Company LLC
1200 Avenue at Port Imperial Suite 507
Weehawken, NJ 07086*

Registered Agent: Vrasidas Golemis

F. Federal Tax Identification Number:

820671563

G. Disclosure of Ownership:

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

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

H. Certificates of Incorporation and Approval:

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

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

I. Authorization to Submit Application:

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

III. Project Description:

A. Applicant's Ownership Interest in the Project:

Conventional (Fee Simple) Condominium Ground Lease from another

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

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

Other (Specify): _____

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

90% Residential; 10% Retail; % Office; % Manufacturing; % Distribution Facility;

% Hotel; % Other (specify here _____)

C. Marketing Expectation:

For Sale For Lease Both

D. Project Location:

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

Address #1: *106 Park Avenue
Rutherford NJ, 07060*

Address #2: *114 Park Avenue
Rutherford NJ, 07060*

Address #3: *131 Chestnut Street
Rutherford NJ, 07060*

Address #4: *137 Chestnut Street
Rutherford NJ, 07060*

Use additional sheets if necessary

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

Block: 73 Lots: 7, 7.01, 9, 10, 22.02, 22.03, 23
Consisting of approximately .766 acres

Use additional sheets if necessary

3. Metes and Bounds Description:

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

4. Survey:

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

E. Deed or Lease Agreement:

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

F. Purpose of Project:

Please check all that apply:

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

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

Number of units for low income households 0
Number of units for moderate income households 0
Number of market rate units 52
Total number of residential units 52

4. This Project is intended to provide housing to households relocated as a result of a redevelopment project: Yes No

5. This Project is intended as a means to implement the objectives set forth in an adopted Redevelopment Plan: Yes No

6. If the answer to questions 3 through 5 of this section was "No", please indicate the purpose of the Project:

H. Narrative Description of Project:

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available. Attach this description as Exhibit 8 of this application.

I. Current Conditions:

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

The project currently consists of vacant land and one multi-family residential dwelling scheduled for demolition. The proposed development consists of entirely new improvements to be constructed.

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

Block	Lot	Current Tax Assessment	Current Real Property Tax Levy
73	23	\$447,900	\$12,097 (approx.)
73	22.02, 22.03	\$208,300	\$5,626 (approx.)
73	7.01, 9, 10	\$508,900	\$13,745 (approx.)
73	7	\$441,700	\$11,930 (approx.)

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

Block	Lot	Current Status of Municipal Fees and Charges (specify type)
73	23	<i>Paid – see attached</i>
73	22.02, 22.03	<i>Paid – see attached</i>
73	7.01, 9, 10	<i>Paid – see attached</i>
73	7	<i>Paid – see attached</i>

J. Site Plan Approval:

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

K. Project Cost Estimates

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

L. Project Pro-Forma:

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover the full exemption period. Projections involving the sale of units should be for the period expected to be needed to complete all sales activity. Attach the projection as Exhibit 13 of this application.

M. Project Financing Plan:

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 14 of this application.
2. Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project. Attach these letters as Exhibit 15 of this application.

BOROUGH OF RUTHERFORD

07/31/18 13:58 Tax Pymt

BLR: 73. 7.
Name: VANGO HOLDINGS RUTHERFORD LLC
Location: 137 CHESTNUT ST

18 3 Prd-Tax Prin 3,021.95

3,021.95

Chk#: 1105
Batch Id: COUNTER1
Ref Num: 14603 Seq: 20 to 20

Cash Amount: 0.00
Check Amount: 3,021.95
Credit Amount: 0.00

Total: 3,021.95

BOROUGH OF RUTHERFORD

07/31/18 13:59 Tax Pymt

BLR: 73. 7.01
Name: VANGO HOLDINGS RUTHERFORD LLC
Location: 131 CHESTNUT ST

18 3 Prd-Tax Prin 3,482.15

3,482.15

Chk#: 1104
Batch Id: COUNTER1
Ref Num: 14603 Seq: 21 to 21

Cash Amount: 0.00
Check Amount: 3,482.15
Credit Amount: 0.00

Block: 73 Lot: 7 Qual:
Tax Account Id: 34243 Tax Bill #: 001100 Bank Code:
Property Location: 137 CHESTNUT ST

This Estimated Bill has the same status as a regular tax bill and may be paid without interest until 08/10/18. After 08/10/18, interest is 8% on 1st \$1500.00 and 18% after \$1500.00

Make check payable to: Estimated Taxes: 3021.95
BOROUGH OF RUTHERFORD Adjustments: 0.00
TAX OFFICE Total Due: 3021.95
176 PARK AVE
RUTHERFORD, NJ 07070 Due Date: 08/01/18

VANGO HOLDINGS RUTHERFORD LLC
1200 AVENUE AT IMP #507
WEEHAWKIN, NJ 07086

Block: 73 Lot: 7.01 Qual:
Tax Account Id: 34244 Tax Bill #: 001101 Bank Code:
Property Location: 131 CHESTNUT ST

This Estimated Bill has the same status as a regular tax bill and may be paid without interest until 08/10/18. After 08/10/18, interest is 8% on 1st \$1500.00 and 18% after \$1500.00

Make check payable to: Estimated Taxes: 3482.15
BOROUGH OF RUTHERFORD Adjustments: 0.00
TAX OFFICE Total Due: 3482.15
176 PARK AVE
RUTHERFORD, NJ 07070 Due Date: 08/01/18

VANGO HOLDINGS RUTHERFORD LLC
1200 AVE AT PORT IMP #507
WEEHAWKIN, NJ 07086

~~BOROUGH OF RUTHERFORD~~

07/31/18 14:04 Tax Pymt

BLQ: 73. 22.02
Name: VANGO HOLDINGS RUTHERFORD LLC
Location: 114 PARK AVENUE

18 3 Prd-Tax Prin 1,425.05

1,425.05

Chk#: 1103
Batch Id: COUNTER1
Ref Num: 14603 Seq: 22 to 22

Cash Amount: 0.00
Check Amount: 1,425.05
Credit Amount: 0.00

Total: 1,425.05

~~BOROUGH OF RUTHERFORD~~

07/31/18 14:06 Tax Pymt

BLQ: 73. 23.
Name: VANGO HOLDINGS RUTHERFORD LLC
Location: 106 PARK AVENUE

18 3 Prd-Tax Prin 3,064.65

3,064.65

Chk#: 1102
Batch Id: COUNTER1
Ref Num: 14603 Seq: 23 to 23

Cash Amount: 0.00
Check Amount: 3,064.65
Credit Amount: 0.00

Total: 3,064.65

Block: 73 Lot: 22.02 Qual:
Tax Account Id: 34257 Tax Bill #: 001111 Bank Code:
Property Location: 114 PARK AVENUE

This Estimated Bill has the same status as a regular tax bill and may be paid without interest until 08/10/18. After 08/10/18, interest is 8% on 1st \$1500.00 and 18% after \$1500.00

Make check payable to: Estimated Taxes: 1425.05
BOROUGH OF RUTHERFORD Adjustments: 0.00
TAX OFFICE Total Due: 1425.05
176 PARK AVE
RUTHERFORD, NJ 07070 Due Date: 08/01/18

VANGO HOLDINGS RUTHERFORD LLC
1200 AVE AT PORT IMP #507
WEEHAWKIN, NJ 07086

Block: 73 Lot: 23 Qual:
Tax Account Id: 34258 Tax Bill #: 001112 Bank Code:
Property Location: 106 PARK AVENUE

This Estimated Bill has the same status as a regular tax bill and may be paid without interest until 08/10/18. After 08/10/18, interest is 8% on 1st \$1500.00 and 18% after \$1500.00

Make check payable to: Estimated Taxes: 3064.65
BOROUGH OF RUTHERFORD Adjustments: 0.00
TAX OFFICE Total Due: 3064.65
176 PARK AVE
RUTHERFORD, NJ 07070 Due Date: 08/01/18

VANGO HOLDINGS RUTHERFORD LLC
1200 AVE AT PORT IMP #507
WEEHAWKIN, NJ 07086

N. Explanation of the Need for Tax Exemption:

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

O. Project Schedule:

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

P. Statement of Project Benefits:

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

IV. Exemption Information:

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

Annual Gross Revenue (Non-condominium) Project Cost
 Imputed debt service (Condominium)

B. Term Requested:

28 Years

C. Proposed Rates and Phases:

<u>Starting Year</u>	<u>Ending Year</u>	<u>Rate</u>
<u>Year 1</u>	<u>Year 7</u>	<u>the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue.</u>
<u>Year 8</u>	<u>Year 10</u>	<u>the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 20% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.</u>
<u>Year 11</u>	<u>Year 15</u>	<u>the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 40% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.</u>

Year 16	Year 21	the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 60% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.
Year 22	Year 28	the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 80% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

D. Form of Financial Agreement:

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

Representations and Certifications:

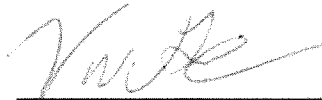
In submitting the application, the Developer certifies that all of the information is true and accurate to the best of his or her knowledge and further certifies to the following:

- A. The project conforms to the Redevelopment Plan that is in effect for the area that includes the project site and with any Redevelopment Agreement as may be in place between the Municipality and the Developer.
- B. The Project either 1) conforms to the Master Plan of the Municipality; or 2) to the extent that the Redevelopment Plan is inconsistent with the Master Plan, the Project conforms to the Redevelopment Plan and the Municipal Council, in adopting the Redevelopment Plan, set forth its reasons for adopting a Redevelopment Plan with such inconsistencies.
- C. The project will conform to and the applicant(s) agrees to comply with all Federal and State laws and to all applicable municipal ordinances.
- D. Construction of the project has not commenced as of the time of the submission of this application. The applicant understands that the Municipal Council is under no obligation to approve this tax exemption application. Any work done on the assumption of receipt of a tax exemption following the submission of the application and before final approval is undertaken at the risk of the developer. **Note that under no circumstances will an exemption be granted for a project that has already reached substantial completion.**
- F. No officer or employee of the Municipality has any interest, directly or indirectly, in the project that is the subject of this application.

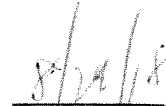
Signatures

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

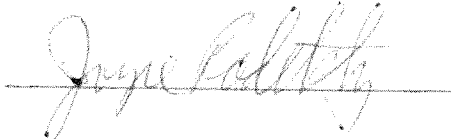
For the Developer:



Name: Vrasidas Golemis
Title: Managing Member


Date

Please notarize here or
provide attestation and
seal of corporate secretary



JOYCE RADETSKY
A Notary Public of New Jersey
My Commission Expires December 30, 2022

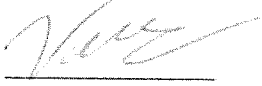
EXHIBITS

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

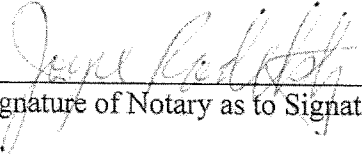
<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
1	Disclosure of Ownership	<u>X</u>
2	Certificate of Incorporation	<u>X</u>
3	Certificate of DCA Approval of Urban Renewal Entity	<u>X</u>
4	Resolution Authorizing Submission of Application	<u>X</u>
5	Metes and Bounds Description	<u>X</u>
6	Survey	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

DISCLOSURE OF OWNERSHIP
Park Avenue Urban Renewal Company LLC

I. Member

<u>Name</u>	<u>Home Address</u>	<u>Signature</u>	<u>%</u>
Vrasidas Golemis	1200 Avenue at Port Imperial, Suite 507 Weehawken, NJ 07086		100%

Park Avenue Urban Renewal Company LLC
Name of Company


Signature of Notary as to Signatures

8/29/18
Date

JOYCE RADETSKY
A Notary Public of New Jersey
My Commission Expires December 30, 2022

EXHIBIT 2

CERTIFICATE OF INCORPORATION

See attached

2018 FEB 21 2018 10:12AM

Homeowner Protection 6092922839 >>

10:36:16 a.m.

02-22-2018

3 / 5

NO. 1339 P 4 P 576
FILED
FEB 21 2018
STATE TREASURER

LLC

CERTIFICATE OF FORMATION

OF

0600448773

PARK AVENUE RUTHERFORD URBAN RENEWAL COMPANY LLC

PURSUANT TO N.J.S.A. 42:2C-1 ET SEQ. AND N.J.S.A. 40A:20-1 ET SEQ.

The undersigned, being authorized to execute and file this Certificate of Formation, for the purpose of forming a limited liability company pursuant to the provisions of Title 42:2C, the New Jersey Limited Liability Company Act, and N.J.S.A. 40A:20-1 et seq., the New Jersey Long Term Tax Exemption Law, as amended, hereby certifies that:

FIRST: The name of the limited liability company is: Park Avenue Rutherford Urban Renewal Company LLC (hereinafter the "Company").

SECOND: The name and address of the registered agent and registered office of the Company in this State is Paul Kaufman, Esq., Kaufman, Semeraro & Leibman, LLP, Two Executive Drive, Suite 530, Fort Lee, New Jersey 07024.

THIRD: (a) The purposes for which the Company is formed shall be to operate under P.L. 1991, c.431 (C.40A:20-1 et seq.), and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or any part of one or more redevelopment area, or low and moderate income housing projects and, when authorized by financial agreement with the Borough of Rutherford (the "Municipality"), to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvements in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.).

(b) So long as the Company is obligated under a financial agreement with the Municipality made pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.), it shall engage in no business other than the ownership, operation and management of the project.

(c) The Company has been organized and formed to serve a public purpose. The Company's operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced, or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; and (2) the acquisition, management and operation of a project, redevelopment relocation housing project or low and moderate income housing project under P.L. 1991, c.431 (C.40A:20-1 et seq.). The Company shall be subject to regulation by the Municipality, and to a limitation or prohibition, as appropriate, on profits or

dividends for so long as the Company remains the owner of a project subject to P.L. 1991, c.431 (C.40A:20-1 et seq.).

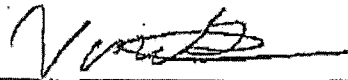
(d) The Company shall not voluntarily transfer more than ten percent (10%) of the ownership of the project or any portion thereof undertaken by it under P.L. 1991, c.431 (C.40A:20-1 et seq.) until it has first removed both itself and the project from all restrictions of P.L. 1991, c.431 (C.40A:20-1 et seq.) in the manner required by P.L. 1991, c.431 (C.40A:20-1 et seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of the New Jersey Department of Community Affairs to such transfer, with the exception of transfer to another urban renewal entity as approved by the Municipality, which other urban renewal entity shall assume all contractual obligations of the Company under the financial agreement with the Municipality. The Company shall file annually with the governing body of the Municipality a disclosure of the persons having an ownership in the project, and the extent of the ownership interest held by each. Nothing herein shall prohibit any transfer of the ownership interest in the Company itself, provided that the transfer, if greater than ten percent (10%), is disclosed to the governing body of the Municipality in the annual disclosure statement or in correspondence sent to the Municipality in advance of the annual disclosure statement referred to above.

(e) The Company shall be subject to the provisions of §18 of P.L. 1991, c.431 (C.40A:20-18) respecting the powers of the Municipality to alleviate financial difficulties of the Company or to perform actions on behalf of the Company upon a determination of financial emergency.

(f) Any housing units constructed or acquired by the Company shall be managed subject to the supervision of, and in accordance with rules adopted by, the Commissioner of the New Jersey Department of Community Affairs.

FOURTH: The term of the Company shall be perpetual unless otherwise terminated in accordance with the provisions of the Company's Operating Agreement.

IN WITNESS WHEREOF, I have signed this Certificate of Formation this 1st day of February, 2018.



VRASIDAS GOLEMIS
Authorized Person

Exhibit 3

Certificate of Approval of Urban Renewal Entity from the New Jersey Department of
Community Affairs (DCA)

See attached



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 805
TRENTON, NJ 08625-0805

PHILIP D. MURPHY
Governor

Lt. GOVERNOR SHEILA Y. OLIVER
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

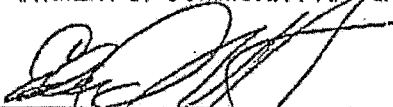
TO: State Treasurer
RE: PARK AVENUE RUTHERFORD URBAN RENEWAL COMPANY LLC
File # 2216
An Urban Renewal Entity

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

Done this 21st day of February 2018 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

BY


Edward M. Smith, Director
Division of Codes and Standards



RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION

Please attach a notarized resolution that follows the format below:

FORM OF CERTIFIED CORPORATE RESOLUTION

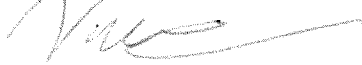
PLEASE TAKE NOTICE that a meeting of the Member of the Park Avenue Urban Renewal Company LLC was held at 1:00 pm on August 28, 2018 at 2 Executive Drive, Suite 530, Fort Lee, New Jersey 07024, at which time the following RESOLUTION was unanimously adopted:

RESOLVED that this Corporation is authorized to submit an application to the Borough of Rutherford for the provision of a long term tax exemption.

BE IT FURTHER RESOLVED that if this Corporation's application is accepted by the Municipality, the President of this Corporation is authorized to execute and deliver on its behalf, a contract with the Municipality, substantially in the form attached to the application, with such changes thereto as may be negotiated by the parties.

The undersigned Secretary of this Corporation hereby certifies that the foregoing Resolution was lawfully adopted by the Board of Directors of this Corporation on the date set forth above, that the foregoing Resolution is a true, accurate and complete copy of the Resolution so adopted and placed in the Corporation's records, and that they are in full force and effect as of the date hereof.

Park Avenue Urban Renewal Company LLC



Name: Vrasidas Golemis
Title: Managing Member

8/28/18
Date

METES AND BOUNDS DESCRIPTION

See attached metes and bounds description

MARK MARTINS ENGINEERING, LLC

55 WALNUT STREET, SUITE 201, NORWOOD, NJ 07648 • PHONE: 201-391-3222 • FAX: 201-215-2210

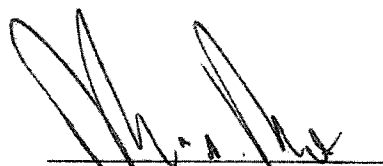
*Description of Merged Parcel Known as
106 Park Avenue
Situated in the
Borough of Rutherford, Bergen County, N.J.*

BEING more particularly described as follows:

BEGINNING at a point on the northerly line of Park Avenue (66' wide), which point is distant 385.34 feet westerly along the same from its intersection with the southwesterly line of Franklin Place (50' wide), and running thence;

1. S 81° 13' 22" W along the said northerly line of Park Avenue, 102.75 feet; thence
2. N 8° 46' 38" W, 147.00 feet; thence
3. S 81° 13' 22" W, 70.86 feet; thence
4. N 19° 11' 36" W, 55.58 feet to a point on the southeasterly line of Chestnut Street (60' wide);
thence
5. N 55° 15' 00" E along the same, 173.00 feet; thence
6. S 34° 45' 00" E, 145.08 feet; thence
7. S 81° 13' 22" W, 35.41 feet; thence
8. S 8° 46' 38" E, 147.00 feet to the point and place of BEGINNING.

Containing 33,367 +/- sf. (0.766+/-ac.)



Mark S. Martins
Professional Land Surveyor
N. J. License No. 35,858

SURVEY

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

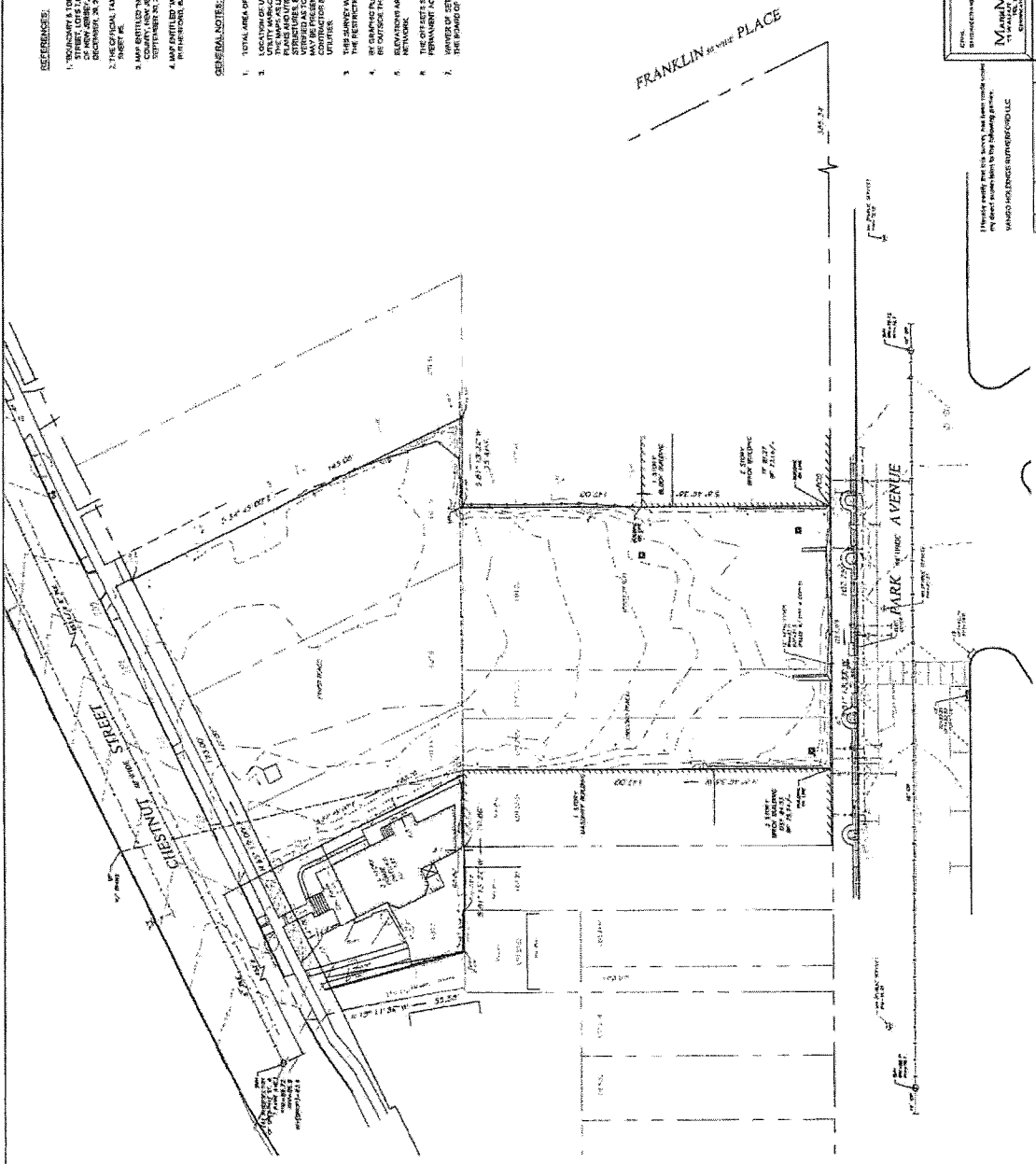
See attached survey

REFERENCES:

1. TOWNSHIP & TOPOGRAPHIC SURVEY, DEPT. OF PUBLIC WORKS, LLC, 106 PARK AVENUE AND 137 CHESTNUT STREET, NEW JERSEY, INCORPORATED BY JAMES L. WYDO, U.S. OF GEORGETOWN, POINT ASSOCIATES, INC., DECEMBER, 2014.
2. ORIGINAL, THE RECORDS MAP OF THE BOROUGH OF RUTHERFORD, RUTHERFORD COUNTY, NEW JERSEY.
3. MAP ENTITLED "MATERIAL FLOOD HAZARD PROTECTION FROM A COASTAL HURRICANE STORM, BERGEN COUNTY, NEW JERSEY" ALL JURISDICTIONS PANEL 738 OF 307, LAMP NUMBER 300000000, MAP FILED SEPTEMBER 20, 2006.
4. MAP ENTITLED "MAP OF PROPERTY, 106 PARK AVENUE, 137 CHESTNUT STREET, BLOCK 738, SECTION 10, RUTHERFORD COUNTY, NEW JERSEY" COMPILED BY JOHN W. MARTIN, 106 PARK AVENUE, RUTHERFORD, NJ, 07070.

GENERAL NOTES:

1. TOTAL AREA OF COMBING PARCELS = 30,371 S.F. OR 0.69 AC.
2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT AND THE RULES OF PROFESSIONAL CONDUCT AND ETHICS AS ADOPTED BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:27. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT AND THE RULES OF PROFESSIONAL CONDUCT AND ETHICS AS ADOPTED BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:27. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT AND THE RULES OF PROFESSIONAL CONDUCT AND ETHICS AS ADOPTED BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:27.
3. THE SURVEY WAS CONDUCTED FOR THE BENEFIT OF A CURRENT TITLE REPORT AGENT SUBJECT TO THE RESTRICTIONS, COVENANTS AND EASEMENTS THAT MAY BE CONTAINED THEREIN.
4. BY GRAPHING PLOTTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE 3 AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODING AREA PER F.E.C. # 2.
5. ELEVATIONS ARE BASED UPON 1988 FEET OVER MEAN SEA LEVEL USING REVISIONS AND HEIGHTS WAS PERMANENT ADDITION, ETC.
6. THE OBJECTS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, BRIDGE, FENCE, OR OTHER WORK WITHOUT THE APPROVAL OF THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:27.
7. THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:27.



BOUNDARY & TOPOGRAPHIC SURVEY
 106 PARK AVENUE
 137 CHESTNUT STREET
 BLOCK 738
 Situated in the Borough of Rutherford, Bergen County, NJ

MADE BY: JOHN W. MARTIN
 DATE: 10/11/14
 SHEET: 1 OF 1

MARKS, MARTIN
 PROFESSIONAL ENGINEER AND LAND SURVEYOR
 106 PARK AVENUE, RUTHERFORD, NJ 07070
 TEL: 973-982-1111
 FAX: 973-982-1112
 WWW.MARKSMARTIN.COM

LEGEND

1	PROPERTY LINE
2	ADJACENT PROPERTY
3	STREET CENTER LINE
4	PROPERTY CORNER
5	PROPERTY CORNER
6	PROPERTY CORNER
7	PROPERTY CORNER
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48	PROPERTY CORNER
49	PROPERTY CORNER
50	PROPERTY CORNER

Exhibit 7

COPY OF DEED, PURCHASE AND SALE AGREEMENT OR LEASE AGREEMENT

See attached property deeds; also see attached Redevelopment Agreement with the Borough of Rutherford

John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org/



INSTRUMENT # 17-067430

V 02717 1471

RECORDED DATE: 09/11/2017 09:11:27 AM

Document Type: Deed > 1,000,000

Transaction #: 8136787
Document Page Count: 9
Operator Id: CLERK

RETURN TO:

FIRST AMERICAN TITLE NCS - PRINCETON
104 CARNEGIE CENTER, SUITE 101
PRINCETON NJ 08540
ERECORDED

SUBMITTED BY:

First American Title NCS - Princeton

(609) 524-6338

PRIMARY NAME

D&R RUTHERFORD LLC

SECONDARY NAME

VANGO HOLDINGS RUTHERFORD LLC

ADDITIONAL PRIMARY NAMES

ADDITIONAL SECONDARY NAMES

MARGINAL REFERENCES:

DOCUMENT DATE: 06/30/2017
MUNICIPALITY: RUTHERFORD
CONSIDERATION AMT: \$3,200,000.00
LOT: 23 & 22.02 & 7.01
BLOCK: 73
GRANTEE ADDRESS: 1200 AVE AT PORT IMPERIAL
507
WEEHAWKEN NJ 07086

INSTRUMENT #: 17-067430
Recorded Date: 09/11/2017 09:11:27 AM

I hereby CERTIFY that this document is recorded
in the Clerk's Office in Bergen County, New
Jersey.



John S. Hogan
John S. Hogan
Bergen County Clerk

FEES / TAXES:

Recording Fee: Deed > 1,000,000 \$40.00
Additional Pages Fee \$80.00
Basic Fee - County \$3,200.00
Basic Fee - State \$8,000.00
N.J.A.H.T.F Fee \$4,575.00
P.H.P.F Fee \$1,600.00
E.A.A. Fee \$6,960.00
General Purpose Fee \$11,860.00
Homeless Trust Fund - Bergen County \$3.00

Recording Fees: \$123.00
Realty Transfer Tax Fees: \$36,195.00

Total: \$36,318.00

OFFICIAL RECORDING COVER PAGE

Page 1 of 13

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared by: *[Signature]* (with below signature)

Christopher H. Minks, Esq.

DEED

This Deed is made on June 30, 2017,

Record and Return

First American Title Insurance Co. NCS
104 Carnegie Center, Suite 101
Princeton, NJ 08540
844-4820

BETWEEN

D&R RUTHERFORD, LLC, a New Jersey limited liability company,

whose address is 570 Commerce Boulevard, Carlstadt, New Jersey 07072 referred to as the Grantor,

AND

VANGO HOLDINGS RUTHERFORD, LLC, a New Jersey limited liability company,

whose address is 1200 Avenue at Port Imperial, #507, Weehawken, New Jersey 07086 referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor hereby gives, grants and conveys (transfers ownership of) to the Grantee, the property described below together with and subject to the easements described herein. This transfer is made for the sum of \$--**THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000.00)**-----
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Borough of Rutherford

Block No. 73 Lots No. Lot 23, Lot 22.02 (includes former lot 22.03), and Lot 7.01 (includes former lots 9 and 10)

Property. The property consists of land and all buildings and structures on the land in the Borough of Rutherford County of Bergen and State of New Jersey, more particularly described as follows:

The Legal Description is: Please see Schedule "A" annexed hereto and made a part hereof.

BEING the same premises conveyed to the Grantor herein from Arcade Realty L.L.C., a New Jersey limited liability company, by Deed dated December 16, 2014 and recorded on January 5, 2015 in the Office of the Bergen County Clerk in Deed Book 01829, Page 1930-1937.

SUBJECT TO easements, restrictions, rights of way, covenants and grants of record, zoning ordinances and other applicable governmental regulations, if any, all other matters of record, and such state of facts as an accurate survey of the premises may disclose.

The street address of the Property is: 106 Park Avenue, 114 Park Avenue, and 131 Chestnut Street, Borough of Rutherford, New Jersey


Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:46). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).


Signatures. The Grantor signs this Deed as of the date at the top of the first page.


The Grantor signs this Deed as of the date at the top of the first page.


Witnessed by:

D&R RUTHERFORD, LLC,
a New Jersey limited liability company
By its Manager,
D&R MANAGEMENT, LLC


Name: Christopher W. Matica
Title: Attorney

By: 
Name: Edward Russo
Title: Manager



Name: Christopher W. Matica
Title: Attorney

By: 
Name: Donald Dinallo
Title: Manager

STATE OF NEW JERSEY, COUNTY OF BERGEN SS.:
I CERTIFY that on June 29, 2017

Edward Russo personally came before me and stated to my satisfaction that this person:

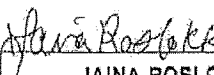
- (a) was the maker of the attached Deed;
- (b) executed this Deed as his own act and the act of the entity named herein;
- (c) was authorized to and did execute this Deed as Manager of D&R Management, LLC, the Manager of the Grantor, D&R Rutherford, LLC, a New Jersey limited liability company the entity named in this Deed; and
- (d) made this Deed for \$3,200,000.00 as the full and actual consideration paid or to be paid for the transfer of title.
(Such consideration is defined in N.J.S.A. 46:15-5.)


JAINA ROSLOKKEN
ID # 2426630
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Oct. 26, 2017

STATE OF NEW JERSEY, COUNTY OF BERGEN SS.:
I CERTIFY that on June 29, 2017

Donald Dinallo personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached Deed;
- (b) executed this Deed as his own act and the act of the entity named herein;
- (c) was authorized to and did execute this Deed as Manager of D&R Management, LLC, the Manager of the Grantor, D&R Rutherford, LLC, a New Jersey limited liability company the entity named in this Deed; and
- (d) made this Deed for \$3,200,000.00 as the full and actual consideration paid or to be paid for the transfer of title.
(Such consideration is defined in N.J.S.A. 46:15-5.)


JAINA ROSLOKKEN
ID # 2426630
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Oct. 26, 2017

DEED

Dated: June 30, 2017

D&R RUTHERFORD, LLC
a New Jersey limited liability company

Grantor

TO

VANGO HOLDINGS
RUTHERFORD, LLC,
a New Jersey limited liability company

Grantee.

Record and Return to:

~~John Gaiuccio, Esq.
McCarter & English, LLP
100 Mulberry Street,
Four Gateway Center
Newark, New Jersey 07102~~

SCHEDULE A
Legal Description
Block 73, Lots 23, 22.02 & 7.01

LEGAL DESCRIPTION

File No. H14-0411

First Tract:

BEGINNING at a point on the northwesterly line of Park Avenue 385.34 feet southwesterly from the intersection of the southerly line of Franklin Place with said northerly line of Park Avenue, said beginning point being the point of intersection of the southwesterly line of lands formerly of William Stevens running thence

- (1) Northwesterly at right angles to Park Avenue 147.0 feet; thence
- (2) Southwesterly and parallel with Park Avenue 64.0 feet; thence
- (3) Southeasterly parallel with the first course 147.0 feet to Park Avenue; thence
- (4) Northeasterly along the line of Park Avenue 64.0 feet to the point or place of BEGINNING.

Second Tract:

BEGINNING at a point on the northwesterly line of Park Avenue distant 449.34 feet southwesterly from the intersection of the southwesterly line of Franklin Place with said line of Park Avenue running thence

- (1) Northwesterly at right angles to Park Avenue 147.0 feet; thence
- (2) Southwesterly and parallel with Park Avenue 38.75 feet more or less to the northeasterly line of Lot 22A in Block 73 of the Tax Map of the Borough of Rutherford; thence
- (3) Southeasterly and along the last names line 147.0 feet to Park Avenue; thence
- (4) Northeasterly and along said line of Park Avenue 38.75 feet more or less to the point or place of BEGINNING.

Third Tract:

BEGINNING at a point in the southeasterly line of Chestnut Street, distant thereon 250.0 feet southwesterly from the corner formed by the intersection of the southwesterly side of Franklin Place with the southeasterly side of Chestnut Street, and running thence

- (1) Southeasterly and parallel with Franklin Place 145.08 feet, more or less, to the dividing line of the block; thence
- (2) Southwesterly, parallel with Park Avenue 139.46 feet, more or less, to the northeasterly line of land now or formerly owned by Conrad A. Sterner; thence
- (3) Northwesterly, along said northeasterly line of land now or formerly of Conrad A. Sterner, 83.7 feet, more or less, to the southeasterly line of Chestnut Street; thence
- (4) Northeasterly, along said southeasterly line of Chestnut Street 126.0 feet, more or less, to the point or place of BEGINNING.

THE foregoing Tracts, when combined, are more particularly described as follows:

BEGINNING at a point of intersection of the northerly line of Park Avenue (66 feet wide) with the dividing line between Lot 23 and Lot 24, Block 73, said point being distant 385.34 feet on a course of South 81 degrees - 13 minutes - 22 seconds West from the intersection of the northerly line of Park Avenue with the southwesterly line of Franklin Place (50 feet wide), said point also being the same point of beginning of the First Tract as set forth in Deed Book 6869, page 486 and from said Beginning Point Running; thence:

- (1) Along the northerly line of Park Avenue, South 81 degrees - 13 minutes - 22 seconds West, a distance of 102.75 feet to a point; thence
- (2) Along the dividing line between Lot 22.02 and Lot 22.01, Block 73, North 08 degrees - 46 minutes - 38 seconds West, a distance of 147.00 feet to a point; thence
- (3) Along the dividing line between Lot 7.01 and Lot 22.01, Block 73, South 81 degrees - 13 minutes - 22 seconds West, a distance of 2.00 feet to a point; thence
- (4) Along the dividing line between Lot 7.01 and Lot 7, Block 73, North 34 degrees - 46 minutes - 00 seconds West, a distance of 83.70 feet to a point; thence
- (5) Along the southeasterly line of Chestnut Street (60 feet wide Tax Map Right of Way), North 55 degrees - 15 minutes - 00 seconds East, a distance of 126.00 feet to a point; thence
- (6) Along the dividing line between Lot 10 and Lot 11, Block 73, South 34 degrees - 45 minutes - 00 seconds East, a distance of 145.08 feet to a point; thence
- (7) Along the dividing line between Lot 10 and Lot 24, Block 73, South 81 degrees - 13 minutes - 22 seconds West, a distance of 35.41 feet to a point; thence
- (8) Along the dividing line between Lot 23 and Lot 24, Block 73, South 08 degrees - 46 minutes - 38 seconds East, a distance of 147.00 feet to the Point and Place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Control Point Associates Inc., dated November 4, 2014.

FOR INFORMATION PURPOSES ONLY: "In compliance with Chapter 157, Laws of 1977, premises herein is Lot 7.01; Lot 22.02 and Lot 23 in Block 73 on the Borough of Rutherford Tax Map."



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
D&R Rutherford, LLC
Current Street Address
570 Commerce Boulevard
City, Town, Post Office Box
Catskill State NJ Zip Code
07072

PROPERTY INFORMATION

Block(s) Lot(s) Qualifier
73 23, 22.02 & 7.01
Street Address
108 Park Avenue, 114 Park Avenue and 131 Chestnut Street
City, Town, Post Office Box
Rutherford State NJ Zip Code
07070
Seller's Percentage of Ownership Total Consideration Owner's Share of Consideration Closing Date
100% \$3,200,000.00 \$3,200,000.00 June 30, 2017

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

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

SELLER'S DECLARATION

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

June 29, 2017
Date

June 29, 2017
Date

By: D&R Management, LLC, Manager of Seller
Signature

By: _____
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Bergen } SS. County Municipal Code 0258

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

MUNICIPALITY OF PROPERTY LOCATION Rutherford

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

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

Deponent, Edward Russo being duly sworn according to law upon his/her oath, deposes and says that he/she is the (Name) Manager of D&R Management, LLC, Manager of Grantor in a deed dated June 30, 2017 transferring

real property identified as Block number 73 Lot number 23, 22.02 & 7.01 located at 106 Park Ave., 114 Park Ave. & 131 Chestnut St., Rutherford, Bergen County, NJ 07070 and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 3,200,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

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

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ 4,000,000.00 + 84.35% = \$ 1,234,570.40

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

(4) FULL EXEMPTION FROM FEE (See instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 88, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 178, P.L. 1975, C. 113, P.L. 2004, and C. 88, P.L. 2004 for the following reason(s):

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

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

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

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

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

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.
By: D&R Management, LLC, Manager of Grantor

Subscribed and sworn to before me this 29th day of June, 2017

Jaina Roslokken
JAINA ROSLOKKEN
ID # 2426630
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Oct. 26, 2017

Signature of Deponent [Signature] D&R Rutherford, LLC Grantor Name
570 Commerce Blvd Grantor Address at Time of Sale
Carlsbad, NJ 07072
Deponent Address
XXX-XXX-561 Last three digits in Grantor's Social Security Number
Name/Company of Stationary Officer

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

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08645-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

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

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

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

COUNTY Bergen } SS. County Municipal Code 258

Consideration \$
RTF paid by buyer \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Rutherford

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Vrasidas Golemis, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Sole Member of Grantee in a deed dated June 30, 2017 transferring (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 73 Lot number 23, 22.02 & 7.01 located at 106 Park Avenue, 114 Park Avenue and 131 Chestnut Street, Rutherford, New Jersey and annexed thereto

(2) CONSIDERATION \$ 3,200,000.00 (See Instructions #1, #5, and #11 on reverse side)

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

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

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

- Class 2 - Residential
Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
Class 4A - Commercial properties
Cooperative unit (four families or less) (See C. 46:8C-3.) Cooperative units are Class 4C

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

- Property class. Circle applicable class or classes: 1 3B 4B 4C 15
Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

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

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

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

Table with columns: Property Class, Total Assessed Valuation, Director's Ratio, Equalized Valuation. Includes handwritten calculations for Class 1 and Class 3B.

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

Total Assessed Valuation + Director's Ratio = Equalized Value

\$ + % = \$

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

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

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. Property is Class 1

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

Subscribed and sworn to before me this 30 day of June, 2017

Handwritten signature of John Galluccio, Attorney at Law, State of New Jersey

Signature of Deponent: Vango Holdings Rutherford, LLC
1200 Avenue at Port Imperial, #507
Deponent Address

Grantee Name: Vango Holdings Rutherford, LLC

Grantee Address at Time of Sale: Weehawken, NJ

Name/Company of Settlement Officer: First American Title Insurance Co

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

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: www.state.nj.us/treasury/taxation/affidavit.html

Bergen County Recording Data Page Honorable John S. Hogan Bergen County Clerk	<i>Official Use Only - Barcode</i>
<i>Official Use Only - Realty Transfer Fee</i>	
Date of Document: 01/26/2018	Type of Document: Deed
First Party Name: Eloy Martinez, single	Second Party Name: Vango Holdings Rutherford, LLC
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 73	Lot: 7
Municipality: Rutherford	
Consideration: 465,000	
Mailing Address of Grantee: 1200 Avenue at Port Imperial, Apt. 507, Weehawkin, NJ 07086	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGE INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:

BERGEN COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

PREPARED BY: 
RANDALL J. PERRY, ESQ.

DEED

THIS DEED is made on January 26, 2018,

BETWEEN

ELOY MARTINEZ, single
whose notice address is 25 Trudy Dr., Lodi, New Jersey 07644

hereinafter referred to as the "Grantor",

AND

VANGO HOLDINGS RUTHERFORD, LLC, New Jersey limited liability company
whose notice address is 1200 Avenue at Port Imperial, Apt. 507, Weehawkin, New Jersey 07086

hereinafter referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees respectively listed above.

Transfer of Ownership and Consideration (N.J.S.A. 46:15-6).

The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The true consideration for this transfer is the sum of \$465,000, receipt of which is acknowledged.

Tax Map Reference. (N.J.S.A. 46: 15-1.1) Municipality of Rutherford Borough, New Jersey, tax **BLOCK 73, LOT 7**.

Property. The property consists of the land and all the buildings and structures on the land in the **Borough of Rutherford, County of Bergen and State of New Jersey**. The legal description of the Property is:

SEE ATTACHED SCHEDULE A LEGAL DESCRIPTION

COMMONLY known as 137 Chestnut St., Rutherford, New Jersey 07070.

SUBJECT to easements and restrictions of record, if any, and such state of facts as an accurate survey and inspection of the property would disclose and municipal, state and federal laws, ordinances and regulations and requirements affecting the use, occupancy and maintenance of the property.

BEING the same premises conveyed to Grantor from Jose Martinez, by deed dated 03/27/1996, recorded 04/23/1996 in the Bergen County Clerk Register's Office in Deed Book 7871, Page 433; also devolved through deed into Jose Martinez and Grantor from Mary Elizabeth Duffy dated 03/24/1993 and recorded 04/05/1993 in the Bergen County Clerk's Office in Deed Book 7594, Page 97; and through deed into Grantor from Andrea Martinez, wife of Jose



First American Title™

**SCHEDULE A
LEGAL DESCRIPTION**

Issuing Office File No. TT-27513

BEGINNING AT A POINT in the southeasterly line of Chestnut Street, distant southwesterly thereon 376 feet from its intersection with the southwesterly line of Franklin Place, running thence

- (1) South 41 degrees, 11 minutes, 40 seconds East, 85.58 feet; thence
- (2) South 74 degrees, 50 minutes West, 68.86 feet; thence
- (3) North 26 degrees, 8 minutes, 25 seconds West, 57.31 feet to said line of Chestnut Street; thence
- (4) Along the same North 48 degrees, 47 minutes East, 47 feet to the point or place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: BEING known as 137 Chestnut St, Borough of Rutherford, New Jersey 07070.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 7, Tax Block 73 on the Official Tax Map of Borough of Rutherford, New Jersey.

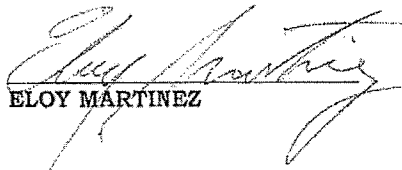
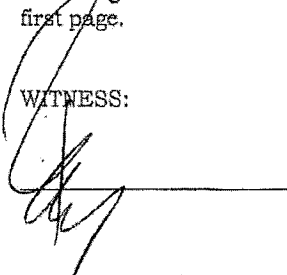
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions;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

Martinez dated 03/27/1996 and recorded 04/23/1996 in the Bergen County Clerk's Office in Deed Book 7871, Page 429..

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not done or executed, or allowed to be done or executed, any act, deed or thing where anyone else has obtained any legal rights which affect the property.

Signatures. The Grantor signs this Deed as of the Date at the top of the first page.

WITNESS:

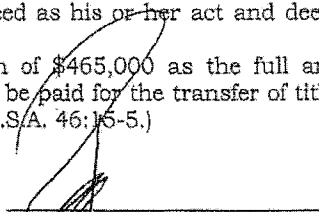

ELOY MARTINEZ

STATE OF NEW JERSEY
COUNTY OF BERGEN

SS:

I certify that on January 26, 2018, **ELOY MARTINEZ**, personally came before me and acknowledged under oath, to my satisfaction, that this person or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for a consideration of \$465,000 as the full and actual cash consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:16-5.)


(notary)
RANDALL J. PERRY
ATTORNEY AT LAW
STATE OF NEW JERSEY

RECORD AND RETURN TO:
PAUL KAUFMAN, ESQ.
TWO EXECUTIVE DR., STE 530
FORT LEE, NEW JERSEY 07024



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Eloy Martinez

Current Street Address

25 Trudy Dr.

City, Town, Post Office Box

Lodi

State

NJ

Zip Code

07644

PROPERTY INFORMATION

Block(s)

73

Lot(s)

7

Qualifier

Street Address

137 Chestnut St.

City, Town, Post Office Box

Rutherford

State

NJ

Zip Code

07070

Seller's Percentage of Ownership

100%

Total Consideration

\$465,000.00

Owner's Share of Consideration

\$465,000.00

Closing Date

1/26/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

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

SELLER'S DECLARATION

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

1/26/18

Date

Eloy Martinez

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Seller's Residency Certification/Exemption Instructions

Individuals, estates, trusts, or any other entity selling or transferring property in New Jersey must complete this form if they are not subject to the gross income tax estimated payment requirements under N.J.S.A. 54A:8-9. A nonresident seller is required to make an estimated income tax payment if none of the Seller's Assurances apply.

Name(s): Enter the name of the seller. If there is more than one seller, each must complete a separate form unless they are a married/civil union couple that files their income tax returns jointly.

Address: Enter the seller's primary residence or place of business. Do not use the address of the property being sold. The seller is considered to be a nonresident unless a new residence (permanent place of abode, domicile) has been established in New Jersey and the new residence is listed here. Part-year residents are considered nonresidents.

Property Information: Enter the information listed on the deed of the property being sold. Enter the seller's percentage of ownership, the total consideration for the transaction, the seller's share of that consideration, and the closing date.

Consideration: "Consideration" means, in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title. If there is more than one owner, indicate the seller's portion of the total consideration received. If the total consideration for the property is \$1,000 or less, the seller must check box 6 under Seller's Assurances.

Seller's Assurances: Check the appropriate box(es). If one or more of the Seller's Assurances applies, the seller is not required to make an estimated income tax payment at this time.

Any seller claiming the principal residence exemption (box 2) must also be claiming an income/gain exclusion for the property being sold on their federal income tax return (26 U.S. Code section 121).

1031 like-kind exchange: A nonresident who completes the GIT/REP-3 and claims exemption for a 1031 transaction (box 7) must show the value of the like-kind property received. If the transaction includes non-like kind property (i.e. money, stocks, etc), the seller must also complete the GIT/REP-1, Nonresident Seller's Tax Declaration, show the greater of the consideration or the fair market value of the non-like kind property received, and remit an estimated tax payment of 2% of that amount. If the transaction is a deferred like-kind exchange and the seller receives non-like kind property, the qualified intermediary (QI) must remit an estimated tax payment of 2% of the greater of the consideration or the fair market value of any non-like kind property when the 1031 transaction is completed. If the deferred exchange is voided, the QI must complete a GIT/REP-1, Nonresident Seller's Tax Declaration, and remit an estimated tax payment of 2% of the total consideration with an NJ-1040-ES Voucher.

Example: Mr. Smith is a nonresident of New Jersey who exchanges rental property A with a fair market value of \$1.2 million for rental property B with a fair market value of \$1.0 million and receives \$200,000 in cash (non-like kind property). An estimated tax payment is required on the \$200,000 non-like kind property for nonresidents.

PROPERTY A	\$1,200,000
PROPERTY B	\$1,000,000
CASH \$	\$ 200,000
Estimated tax payment for GIT/REP-1	\$ 4,000

Signature: The seller must sign and date the Seller's Declaration. If the seller has appointed a representative who is signing the Seller's Declaration on their behalf, either the Power of Attorney executed by the seller must have been previously recorded or recorded with the deed to which this form is attached, or a letter signed by the seller granting authority to the representative to sign this form must be attached.

The seller must give the completed GIT/REP-3 to the settlement agent at closing. The county clerk will attach this form to the deed when recording it. If the form is not completed in its entirety, or if the settlement agent does not submit the original form with the deed, the county clerk will not record the deed.

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Name(s): Enter the name of the seller. If there is more than one seller, each must complete a separate form unless they are a married/civil union couple that files their income tax returns jointly.

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Seller's Assurances: Check the appropriate box(es). If one or more of the Seller's Assurances applies, the seller is not required to make an estimated income tax payment at this time.

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PROPERTY A	\$1,200,000
PROPERTY B	\$1,000,000
CASH \$	\$ 200,000
Estimated tax payment for GIT/REP-1	\$ 4,000

Signature: The seller must sign and date the Seller's Declaration. If the seller has appointed a representative who is signing the Seller's Declaration on their behalf, either the Power of Attorney executed by the seller must have been previously recorded or recorded with the deed to which this form is attached, or a letter signed by the seller granting authority to the representative to sign this form must be attached.

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REDEVELOPMENT AGREEMENT

BY AND BETWEEN

**BOROUGH OF RUTHERFORD,
as Redevelopment Entity,**

and

**PARK AVENUE RUTHERFORD URBAN RENEWAL COMPANY, LLC,
as Redeveloper.**

Dated as of May 9, 2018

REDEVELOPMENT AGREEMENT (this “**Redevelopment Agreement**”), dated as of May 9, 2018, by and between:

BOROUGH OF RUTHERFORD, a public body corporate and politic of the State of New Jersey, with offices at 176 Park Avenue, Rutherford, New Jersey 07070, and its successors and assigns (the “**Borough**”)

and

PARK AVENUE RUTHERFORD URBAN RENEWAL COMPANY , LLC, a limited liability company formed under the laws of the State of New Jersey, with offices at 1200 Avenue at Port Imperial, Apartment #507, Weehawken, New Jersey 07086, and its successors and assigns (“**Redeveloper**” and, together with the Borough, the “**Parties**”).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the governing body of the Borough of Rutherford (the “**Borough**”) is interested in determining whether certain property located within the Borough is in need of redevelopment under the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”); and

WHEREAS, by resolutions adopted on June 17, 2003 and June 24, 2003, the Borough designated the properties known as 131 Chestnut Street (Block 73, Lots 7.01, 9 and 10), 106 Park Avenue (Block 73, Lot 23) and 114 Park Avenue (Block 73, Lots 22.02 and 22.03) (collectively, the “**Maples Rehabilitation Area**”) as an “area in need of rehabilitation” under the Redevelopment Law; and

WHEREAS, on April 26, 2005, the Borough adopted Ordinance Number 3077-05, approving and adopting a redevelopment plan for the Maples Rehabilitation Area (as same may be amended, the “**Redevelopment Plan**”); and

WHEREAS, on June 26, 2017, the Borough adopted Resolution Number 142-2017 authorizing and directing the Planning Board of the Borough (the “**Planning Board**”) to undertake an investigation to determine whether the properties within the Maples Rehabilitation Area constitute an “area in need of redevelopment” under the Redevelopment Law; and

WHEREAS, the Borough Planning Board previously approved a site plan application (the “**Russo Project Approval**”) on behalf of Russo Development (“**Russo**”) in connection with the construction, by Russo, of a project including 52 residential units, 6 of which were to be restricted to households of low and/or moderate income, and approximately 5,000 square feet of retail space (collectively, the “**Russo Project**”) on the Maples Rehabilitation Area; and

WHEREAS, Vango Holdings Rutherford, LLC (“**Vango**”), an affiliate of the Redeveloper, subsequently purchased from Russo the Maples Rehabilitation Area, including the right to construct the Russo Project thereon; and

WHEREAS, on September 25, 2017, the Borough adopted a resolution designating Vango as the conditional redeveloper of the Maples Rehabilitation Area, subject to the successful negotiation of a redevelopment agreement; and

WHEREAS, on September 29, 2017, the Borough and Vango entered into that certain Interim Costs Agreement (the “**Interim Costs Agreement**”), pursuant to which Vango agreed to pay certain Borough costs related to the redevelopment of the Maples Rehabilitation Area; and

WHEREAS, on December 11, 2017, the Borough adopted Resolution Number 253-2017, authorizing and directing the Planning Board to undertake an investigation to determine whether the property known as 137 Chestnut Street, Block 73, Lot 7 (the “**Additional Parcel**”) and, together with the Maples Rehabilitation Area, the “**Redevelopment Area**”) also constitutes an area in need of redevelopment under the Redevelopment Law; and

WHEREAS, on January 18, 2018, the Planning Board conducted a public hearing and thereafter recommended that the Borough designate the Maples Rehabilitation Area and the Additional Parcel as an area in need of redevelopment, and that the Borough amend the Redevelopment Plan to apply thereto; and

WHEREAS, on January 23, 2018, the Borough adopted a resolution designating the Project Area as a non-condemnation area in need of redevelopment; and

WHEREAS, on February 5, 2018, the Planning Board conducted its review of the proposed amendment to the Redevelopment Plan and adopted a Resolution memorializing its recommendations regarding the proposed amendments to the Redevelopment Plan, including additional amendments regarding to certain accessory uses for Sub Areas A and B and certain prohibited uses in Sub Area B in the Redevelopment Plan; and

WHEREAS, on February 12, 2018, the Borough adopted an ordinance approving amendments to the Redevelopment Plan to modify the references therein to the underlying designation of the area as an “area in need of redevelopment”, rather than “area in need of rehabilitation”, and to expand the Redevelopment Plan to also apply to Block 73, Lot 7, and other related matters, including the additional amendments recommended by the Planning Board; and

WHEREAS, Redeveloper proposes to redevelop the Redevelopment Area by constructing thereon a project including 52 residential units (the “**Residential Component**”) and approximately 4,947 square feet of commercial/retail space (the “**Retail Component**”) and, together with the Residential Component, the “**Project**”), as depicted/described in more detail in the concept plan attached hereto as **Exhibit 6**; and

WHEREAS, the Parties have determined to execute this Redevelopment Agreement in order to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Redevelopment Area, all in accordance with the Redevelopment Plan; and

WHEREAS, on February 27, 2018, the Borough adopted a resolution, as modified by motion on May 8, 2018, designating the Redeveloper as redeveloper of the Redevelopment Area and authorizing the execution of this Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

SECTION 1.01. Definitions. In this Redevelopment Agreement, words that are capitalized, and which are not the first word of a sentence, are defined terms. The terms defined in the preambles hereto shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Redevelopment Agreement shall mean:

"Affiliate" means with respect to the Redeveloper, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Redeveloper. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of voting securities or by contract or otherwise.

"Affordable Units" means residential units restricted, with appropriate controls, such as recorded Deed or similar instrument, for occupancy by households of low and/or moderate income in accordance with Applicable Law, including the Uniform Housing Affordability Controls.

"Appeal Period" shall mean the period of time specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval, and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or administrative agency.

"Applicable Law" means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority, and/or court of competent jurisdiction that relates to or affects the Parties or either of them, the Redevelopment Area, the Project, or any portion thereof, the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement, including without limitation, the Municipal Land Use Law, the Redevelopment Law, the Long Term Tax Exemption Law, the Uniform Housing Affordability Controls and all Environmental Laws.

"Borough Costs" is defined in Section 3.03.

"Borough Event of Default" means, with respect to the Borough, an Event of Default, as such term is defined in Section 13.01 hereof.

"Borough Indemnified Parties" means the Borough, the Agency and their respective officers, elected and/or appointed officials, agents, employees, representatives, contractors and consultants.

“**Certificate of Completion**” means a certificate issued by the Borough upon Completion of the Project pursuant to Section 9.02 hereof, in the form attached hereto as **Exhibit 3**.

“**Certificate of Occupancy**” means a Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project.

“**Commence[ment of] Construction**” means the undertaking by Redeveloper of any actual physical construction of any portion of the Project, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

“**Comple[t]e, [ed] or [ion]**” means with respect to the Project, or any portion thereof, that (a) all work related to the Project, or a portion thereof, or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with this Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project, or any portion thereof that has been completed, as the case may be, may, in all respects, be used and operated under the applicable provisions of this Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed, (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project, or any portion thereof that have been completed, or such other work or action to which such term is applied are in full force and effect, and (c) such “Completion” has been evidenced by a written notice provided by the Redeveloper (with respect to the Project, or any portion thereof) in the form of Schedule 1 to the form of Certificate of Completion attached hereto as **Exhibit 3**.

“**Completion Date**” means the date that the Project is Completed.

“**Control**” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“**Declaration**” is defined in Section 8.04 hereof, the form of which is attached hereto as **Exhibit 2**.

“**Effective Date**” means the date on which this Redevelopment Agreement is executed by the last of the Parties to so execute same, or such other date as may be agreed to by the Parties.

“**Engineering Controls**” means any mechanism to contain or stabilize contamination or to ensure the effectiveness of a Remediation. Engineering Controls may include, without limitation, caps, covers, dikes, trenches, leachate control systems, signs, fences and physical access barriers.

“Environmental Laws” means all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes and administrative orders or decrees, directives or judgments relating to environmental contamination or damage to or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. §§ 6901 *et seq.*); the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (*N.J.S.A.* 58:10-23.11 *et seq.*); ISRA; the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A.* 58:10A-21 *et seq.*); the New Jersey Water Pollution Control Act (*N.J.S.A.* 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A.* 2A:35A-1 *et seq.*); and the rules and regulations promulgated thereunder.

“Escrow Account” is defined in Section 3.04.

“Estoppel Certificate” is defined in Section 4.04.

“Event of Default” is defined in Section 13.01.

“Exhibit(s)” means any exhibit attached hereto which shall be deemed to be a part of this Redevelopment Agreement as if set forth in full in the text hereof.

“Financial Agreement” means an agreement, substantially in the form attached hereto as **Exhibit 4** that may be executed by the Borough and Redeveloper (or its affiliated Urban Renewal Entity) pursuant to the Long Term Tax Exemption Law, subject to formal approval by the Municipal Council.

“Force Majeure” is defined in Section 13.02.

“Foreclosure” is defined in Section 12.03(b).

“Governmental Approvals” means all necessary reviews, consents, permits or other approvals of any kind legally required by any local, county, state or federal governmental or quasi-governmental entity to be obtained in order to construct the Project, including but not limited to Rutherford Planning Board, Bergen County Planning Board, Soil Conservation District approval, TWA sewer construction permit, water allocation permit, NJDEP (if applicable) and NJDOT (if applicable)..

“Governmental Authority” means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the permitting, Remediation, construction or operation of the Project or the Redevelopment Area, or pursuant to Environmental Laws including without limitation, the Planning Board and the NJDEP.

"Hazardous Substance" means any element, compound, material, mixture, substance, chemical or waste that is listed as hazardous or toxic, or a pollutant or contaminant, in any Environmental Law.

"Institutional Controls" means a mechanism used to limit human activities at or near a contaminated site, or to ensure the effectiveness of a Remediation over time, when contaminants remain at the contaminated site in levels or concentrations above the applicable remediation standard that would allow unrestricted use of the site. Institutional Controls may include, without limitation, structure, land and natural resource use restrictions, classification exception areas, well restrictions areas and deed notices.

"ISRA" means the Industrial Site Recovery Act, as amended, *N.J.S.A. 13:1K-6 et seq.*

"Long Term Tax Exemption Law" means *N.J.S.A. 40A:20-1 et seq.*, as amended and supplemented.

"Municipal Council" is defined in the recitals.

"Municipal Land Use Law" means *N.J.S.A. 40:55D-1 et seq.*, as amended and supplemented.

"Natural Resource Damages" means the loss, liability or damages owed to any natural resource trustee, including, without limitation, a state, the federal government or Indian tribe, to compensate for the loss or injury to natural resources.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Permitted Transfers" is defined in Section 10.03.

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, Urban Renewal Entity, institution, or any other entity.

"Progress Meetings" is defined in Section 5.01.

"Progress Report" is defined in Section 5.02.

"Project Costs" means the costs of designing, permitting and constructing the Project, including soft and hard costs.

"Project Schedule" means the schedule for the design, permitting, financing, construction and completion of the Project by the Redeveloper, as set forth in **Exhibit 1** hereto.

"Redeveloper Covenants" is defined in Section 8.03.

“Redeveloper Event of Default” means, with respect to the Redeveloper, an Event of Default as defined in Section 13.01.

“Remediat[e], [ed], [ing] or [ion]” means the investigation, study, planning, design, clean-up, removal, containment, disposal, dispersal, treatment (including, but not limited to, in-situ and ex-situ treatment), management, remediation (including, but not limited to, the use of Engineering Controls and Institutional Controls, stabilization, neutralization of Hazardous Substances required by Governmental Authority and/or pursuant to Environmental Laws which allows for the Project, including, but not limited to any operations, maintenance, and monitoring activities that may be required after completion of the foregoing.

“Scheduled Completion Date” means the anticipated Completion Date as set forth in the Project Schedule attached hereto as **Exhibit 1**, subject to any extensions granted in accordance with this Redevelopment Agreement.

“Section” means a section or subsection of this Redevelopment Agreement.

“Site Plan” means the Preliminary Site Plan or Final Site Plan, as applicable, depicting those aspects of the Project required pursuant to the Borough’s site plan ordinance and pursuant to N.J.S.A. 40:55D-7, and approved by the Planning Board.

“State” means the State of New Jersey.

“Substantial Completion” or **“Substantially Completed”** means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of “Completion” have been satisfied, with the exception of certain immaterial portions of the work relating to the Project, or portion thereof, if applicable, that have been Completed, or such other work remains to be Completed as long as (a) the Redeveloper, with respect to the Project, has prepared and delivered to the Borough a “punch list” of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Redevelopment Agreement, (b) “punch list” items have been reasonably agreed to by the Borough, and (c) such “punch list” items are capable of being Completed within ninety (90) days of the date that Completion is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion; and provided further however, that all such “punch list” items shall be Completed under all circumstances within (i) one hundred eighty (180) days following the date that Completion is certified, as provided above, with respect to the exterior of any buildings and (ii) three hundred sixty-five (365) days following the date that Completion is certified, as provided above, with respect to the interiors of any buildings. “Substantial Completion” shall be evidenced by issuance of a temporary Certificate of Occupancy for the Project, or any portion or phase thereof that has been Substantially Completed.

“Term” means that period of time from the Effective Date of this Redevelopment Agreement until the Borough issues the Certificate of Completion for the Project, or applicable portion thereof, or this Redevelopment Agreement is terminated, whichever is sooner.

“Transfer” is defined in Section 10.02.

“Uniform Housing Affordability Controls” means N.J.A.C. 5:80-26.1 *et seq.*

“Urban Renewal Entity” means an urban renewal entity formed by the Redeveloper (including the Redeveloper itself if the Redeveloper converts to an urban renewal entity) in accordance with the Long Term Tax Exemption Law and this Redevelopment Agreement to construct the Project.

“Utilities” means water, sanitary sewer and storm water facilities and natural gas, electricity, and voice and data transmission facilities.

SECTION 1.02. Interpretation and Construction. In this Redevelopment Agreement, unless the context 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) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) Each right of the Borough to review or approve any actions, plans, specifications, or other obligations of the Redeveloper hereunder shall be made by the Borough official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Borough shall inform the Redeveloper of all officials with the required authority.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(h) Unless otherwise indicated, any "fees and expenses" shall be required to be actual, out of pocket, customary and reasonable.

[END OF ARTICLE I]

ARTICLE II

PROJECT; GREEN TECHNOLOGY

SECTION 2.01. Project. The overall development of the Redevelopment Area will include the Project to be constructed by the Redeveloper. The Project shall be constructed consistent with the Redevelopment Plan, as it may be amended from time to time, this Redevelopment Agreement, the Site Plan and all Applicable Laws.

SECTION 2.02. Infrastructure Improvements. Except as otherwise set forth herein, Redeveloper shall provide for the timely implementation of infrastructure improvements necessary to complete the Project. Redeveloper shall cooperate with the Borough in all respects to insure that the implementation of such infrastructure improvements does not unreasonably interfere with the operation of the existing utilities. Redeveloper agrees to provide all performance and maintenance bonds as required by the Governmental Approvals.

SECTION 2.03. Project Schedule. If Redeveloper fails to meet the Completion Date set forth in the Project Schedule or determines that it will fail to meet the Completion Date, Redeveloper, within a reasonable time, shall provide notice to the Borough stating: (a) the reason for the failure to complete the applicable task; (b) Redeveloper's schedule for completing such task; and (c) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the Completion Date. This Section shall in no way limit the right of the Borough under Article XIII or other applicable provisions of this Agreement.

[END OF ARTICLE II]

ARTICLE III

FINANCIAL OBLIGATIONS

SECTION 3.01. The Redeveloper's Financial Commitment. The Redeveloper represents and warrants that to the best of Redeveloper's knowledge and belief and subject to the terms of Section 12.01(d), it has obtained or can obtain and intends to commit the requisite equity and debt financing in an amount necessary to implement and complete the Project.

SECTION 3.02. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project will be borne by the Redeveloper, including Borough Costs as specified in Section 3.03 hereof.

SECTION 3.03. Borough Costs. In addition to the Redeveloper's costs for the Project, the Redeveloper agrees to provide funding to the Borough for all reasonable out-of-pocket costs incurred thereby in connection with the redevelopment of the Redevelopment Area ("**Borough Costs**"). Borough Costs shall include, but not be limited to, any fees and costs of any professional consultant retained by the Borough in connection with the Project, including attorneys, technical consultants, planners, financial consultants and appraisers, among others, and all out-of-pocket costs and expenses of the Borough.

SECTION 3.04. Payment of Borough Costs. The Redeveloper agrees that it will reimburse the Borough for all Borough Costs in accordance with the terms hereof. The Redeveloper agrees that it will establish an escrow account (the "**Escrow Account**"), having an initial balance of Twenty Thousand Dollars (\$20,000). The Redeveloper agrees that it will replenish the Escrow Account in the event that the balance drops below Five Thousand Dollars (\$5,000). Funds in the Escrow Account will be applied to the payment or reimbursement of the Borough Costs as provided in this Redevelopment Agreement, including costs that were incurred prior to the date hereof in accordance with the terms of this Section 3.04. At least ten (10) days prior to making any disbursement from the Escrow Account, written notice of the proposed disbursement shall be mailed to the Redeveloper, setting forth: (a) the amount of the disbursement; (b) the name of the person, company or entity designated to receive payment; and (c) a description, in reasonable detail, of the particular cost to be paid or reimbursed in accordance with this Redevelopment Agreement (including hours worked and billing rates). If the Redeveloper does not object to such disbursement within ten (10) days of receipt of such notice, the Redeveloper will be deemed to have acquiesced to the same. The Parties make reference to the Interim Costs Agreement, which established an escrow account to pay certain costs prior to the date of this Redevelopment Agreement. To the extent there is any balance in that escrow account as of the date hereof, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Redevelopment Agreement that are required to be paid in accordance with the terms of the Interim Cost Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Interim Costs Agreement is hereby terminated.

SECTION 3.05. Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Project, including any permit fees payable to all required Governmental Authorities for any Governmental Approvals.

SECTION 3.06. Application for Tax Exemption; Urban Renewal Entity. Following the Effective Date, the Redeveloper may submit to the Borough an application for tax exemption in accordance with the Long Term Tax Exemption Law and the terms of the Financial Agreement (in the form attached hereto as **Exhibit 4**), which shall provide, *inter alia*, that the Redeveloper shall construct the Project and shall make annual payments to the Borough in lieu of taxes in amounts set forth in the Financial Agreement. The entering of the Financial Agreement between the Parties shall be subject to formal approval by the Borough Council and Redeveloper meeting all of the requirements of the Long Term Tax Exemption Law.

[END OF ARTICLE III]

ARTICLE IV

CONSTRUCTION OF PROJECT

SECTION 4.01. Construction of Project. (a) Subject to the terms of this Redevelopment Agreement, (i) the Project shall be constructed in accordance with the Redevelopment Plan, the Site Plan and the Project Schedule, including obtaining all Governmental Approvals, and (ii) Redeveloper shall commence physical work on the Project in accordance with the Project Schedule, and Complete the Project on or prior to the Scheduled Completion Date, as set forth on **Exhibit 1** hereto. Except as otherwise provided in this Redevelopment Agreement, the Redeveloper will construct, or cause to be constructed, the Project at its sole cost and expense.

(b) In the event that the Redeveloper is unable, for reasonable cause, to comply with any time frame set forth on the Project Schedule, the Redeveloper shall provide written notice to the Borough at least thirty (30) days prior to such Date (or such lesser period of time as the circumstances may require), setting forth in reasonable detail (i) the reason for the failure to satisfy the required tasks necessary to comply with the Project Schedule, (ii) the Redeveloper's proposed actions to remedy any delay, and (c) the Redeveloper's proposal for revising the Project Schedule. In such event the Project Schedule shall be modified accordingly, subject to the Borough's consent, which shall not be unreasonably withheld, conditioned or delayed. The Borough's approval of any such extension shall not limit in any manner the rights of the Borough or diminish the obligations of the Redeveloper with respect to the Project under this Redevelopment Agreement.

SECTION 4.02. Relocation of Utilities. The Redeveloper acknowledges that providers of Utilities may have certain rights with respect to the Redevelopment Area and may own certain facilities located therein. The Redeveloper agrees that, except as otherwise set forth herein, it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, remove, relocate or otherwise address the existence of these Utilities and improvements and easements therefor, in order to complete construction of the Project, as provided by this Redevelopment Agreement. Notwithstanding the foregoing, to the extent reasonably requested by the Redeveloper, the Borough shall cooperate in facilitating the installation and/or relocation of any such affected Utilities.

SECTION 4.03. Maintenance of Redevelopment Area. Following commencement of physical construction of the Project, the Redeveloper will maintain, in accordance with Applicable Law, all areas of the Redevelopment Area including the buildings, parking areas, landscaping, streetscaping, sidewalks including curbing and traffic calming devices (but not the paved roadway, unless disturbed by the Redeveloper), and trash collection and receptacles.

SECTION 4.04. Estoppel Certificates. Within thirty (30) days following written request therefore by a Party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Redevelopment Area, the other party shall issue a signed certificate ("Estoppel Certificate") stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no default or breach under this Redevelopment Agreement (nor any event which, with the

passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any, and (iii) any other matter reasonably requested. No more than four (4) Estoppel Certificates may be requested per year.

SECTION 4.05. Cooperation. The Parties shall fully cooperate with each other as necessary to effectuate the Project, including entering into additional agreements that may be required; provided however, that such actions and/or agreements shall not result in a material increase or decrease in any Party's respective rights, obligations and liabilities hereunder.

SECTION 4.06. Affordable Housing Obligation. (a) In connection with the Retail Component, the Redeveloper shall comply with the Statewide Non-residential Development Fee Act, N.J.S.A. 40:55D-8.1 *et seq.*

(b) The Parties recognize that the Project will not include the provision by the Redeveloper of Affordable Units, either inside or outside the Redevelopment Area. Instead, the Redeveloper will pay to the Borough the sum of \$1,025,000 (the "**Vango Affordable Contribution**"), payable in installments as follows:

- (i) \$350,000 no later than the first anniversary of the Effective Date;
- (ii) \$350,000 no later than the second anniversary of the Effective Date; and
- (iii) \$325,000 no later than the third anniversary of the Effective Date.

(c) In the event the Redeveloper pays \$975,000 to the Borough under this Section 4.06 no later than the first anniversary of the Effective Date, it will be deemed to have satisfied its entire obligation for the Vango Affordable Contribution.

(d) The Borough will use the Vango Affordable Contribution to offset costs associated with the provision of Affordable Units in the Borough.

(e) Notwithstanding anything herein to the contrary, the Borough shall not issue a Certificate of Occupancy for any portion of the Project until after the Redeveloper pays at least the first installment of the Vango Affordable Contribution pursuant to Section 4.06(b)(i).

(f) Notwithstanding anything herein or in the Financial Agreement to the contrary, failure by the Redeveloper to pay the Vango Affordable Contribution in accordance with the terms of this Section 4.06, including but not limited to within the time frame set forth in Section 4.06(b) shall constitute a Default under this Redevelopment and under the Financial Agreement.

[END OF ARTICLE IV]

ARTICLE V

PROJECT OVERSIGHT

SECTION 5.01. Progress Meetings. The Parties agree to attend and participate in quarterly progress meetings (“**Progress Meetings**”) to report on the status of the Project and to review the progress under the Project Schedule. Progress Meetings may be held more frequently at the reasonable request of the Borough. The Borough shall give the Redeveloper seven (7) days advance written notice of any additional meetings. The Progress Meetings shall be held at Borough Hall. Prior to the meeting, representatives of the Borough may visit the Redevelopment Area to inspect the progress of the work on the Project, in accordance with Section 5.03.

The agenda for the Progress Meetings shall include, but not be limited to, (a) a status report with regard to Governmental Approval submissions and approvals, (b) financial commitments, (c) construction of the Project, (d) compliance with the Project Schedule and (e) compliance with the Redevelopment Plan. At the Progress Meetings, this information will be evaluated by the Borough to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule. The Borough shall have the right at all reasonable times to inspect the construction contracts, financing commitments and agreements, books and records pertinent to the construction contracts, insurance policies, and such other agreements of the Redeveloper which are pertinent to the purposes of this Redevelopment Agreement and to the Progress Meetings in order to insure completion of the Project in accordance with the Project Schedule, provided, however, Redeveloper shall have the right to withhold from the Borough’s review, any materials that Redeveloper deems to be confidential and/or proprietary in nature.

SECTION 5.02. Progress Reports. Upon the Borough’s request, the Redeveloper shall submit to the Borough a detailed written progress report (“**Progress Report**”) which shall include a description of activities completed, the activities expected to be undertaken over the next quarter, the status of all Governmental Approvals, an explanation of each activity, if any, which is causing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed. The written progress report shall also contain the most current Estoppel Certificate, if any.

SECTION 5.03. Access to Property. The Borough and its authorized representatives shall have the right to enter the Redevelopment Area in accordance with Applicable Law to inspect the Project and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement provided that such inspections shall not interfere with work in progress. In no event shall the Borough’s inspection of the Project (or any construction activities related thereto) be deemed acceptance of the work or be deemed to waive any right the Borough has under this Redevelopment Agreement. The Borough acknowledges hereby that the Redevelopment Area will be an active construction site and that the Redeveloper shall not be liable or responsible to the Borough, its employees or agents for injury to person or property sustained in connection with any such inspection, except to the extent that the Redeveloper willfully or negligently violates its standard of due care owed to invitees.

SECTION 5.04. Submissions. The Redeveloper shall be required to provide the Borough with a copy of each and every application for Governmental Approvals submitted to Governmental Authorities at the same time the Redeveloper submits those applications to such Governmental Authorities.

[END OF ARTICLE V]

ARTICLE VI

GENERAL DEVELOPMENT REQUIREMENTS

SECTION 6.01. Scope of Undertaking. Except as expressly provided, herein, the services and responsibilities undertaken by the Redeveloper hereunder include all aspects of the design, development, and construction of the Project, including without limitation, all design, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all physical work required in connection with the Project, arrangement for interim and final inspections and any other actions required to satisfy the requirements of any applicable Governmental Approvals, the administration, operation and management, or contracting for the administration, operation and management of the Project and all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing, all at the sole cost and liability of the Redeveloper.

SECTION 6.02. Standards of Construction. Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with the materials called for under the Governmental Approvals being of such quality as is required by such approvals.

SECTION 6.03. Compliance With Applicable Law. The Project and all materials, fixtures and equipment used or installed in connection therewith shall be in full compliance with all Applicable Law, subject to any waivers, variances, deviations, exceptions or similar approval granted in accordance with Applicable Law.

SECTION 6.04. Payment of Project Costs. The Redeveloper shall pay (or cause to be paid) when in a timely manner, all costs and expenses incurred by Redeveloper, including, without limitation, all contractors' requisitions and the cost of materials and equipment incurred in connection with work on the Project and all fees and expenses of any consultants and professionals and like providers acting for (or on behalf of) the Redeveloper, provided, however, nothing herein shall be construed to prohibit Redeveloper from withholding any payments if, for any reason, in Redeveloper's reasonable business judgment, Redeveloper disputes the amount alleged to be owed.

[END OF ARTICLE VI]

ARTICLE VII

APPROVAL OF APPLICATIONS FOR GOVERNMENTAL APPROVALS

SECTION 7.01. Applications for Governmental Approvals. (a) The Redeveloper (at its sole cost and expense) shall apply for and obtain all Governmental Approvals necessary to construct and use the Project. The Redeveloper shall provide the Borough with a copy of each application for Governmental Approvals at such time as such applications are submitted.

The Redeveloper shall provide the Borough with a copy of each Governmental Approval received by the Redeveloper with respect to the Project.

(b) To the extent reasonably requested by the Redeveloper, and to the extent applicable, the Borough shall provide assistance and support to the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project.

(c) In the event that all necessary Governmental Approvals for the Project are not obtained from the required Governmental Authorities prior to the 180th day after the date of this Redevelopment Agreement, on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions reasonably acceptable to Redeveloper, then Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Borough. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 7.01(c), then, except as expressly set forth herein to the contrary, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder, except that the Redeveloper shall be responsible for the payment of all Borough Costs incurred prior thereto.

[END OF ARTICLE VII]

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS

SECTION 8.01. Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the Borough for the purpose of inducing the Borough to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is a limited liability company organized under the laws of the State, is in good standing under the laws of the State, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

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

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper; and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

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

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(f) No indictment has been returned against any partner of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.

(g) There are no suits, other proceedings or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(h) All materials and documentation submitted by the Redeveloper and its agents to the Borough and their agents were, to the best of Redeveloper's knowledge, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall continue

to inform the Borough of any material and adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Borough to enter into this Redevelopment Agreement.

(i) Subject to obtaining construction financing, the Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.

(j) Except as otherwise provided in this Agreement, the cost and financing of the Project is the responsibility of the Redeveloper.

(k) The ownership structure of the Redeveloper is set forth in **Exhibit 5**. The Redeveloper shall, at such times as the Borough may reasonably request, furnish the Borough with a complete statement subscribed and sworn to by the managing member of the Redeveloper, setting forth all of the ownership interests in the Redeveloper greater than ten percent (10%), or other owners of equity interests of the Redeveloper greater than ten percent (10%) and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper greater than ten percent (10%), their names and the extent of such interest.

If reasonably requested by the Borough, the Redeveloper shall, from time to time, update and reaffirm the representations and warranties set forth in this Section 8.01.

SECTION 8.02. Representations and Warranties by the Borough. The Borough hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

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

(b) This Redevelopment Agreement has been duly authorized, executed and delivered by the Borough and is valid and legally binding upon the Borough and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Borough is a party.

(c) There is no pending or, to the best of the Borough's knowledge, threatened litigation that would in any way (i) contest or seek to invalidate the Redeveloper's ability to commence performance of its obligations under the Redevelopment Agreement, or (ii) prevent the Borough from performing its duties and obligations hereunder.

(d) There are no suits, other proceedings or investigations pending or, to the best of the Borough's knowledge, threatened against the Borough that would have a material adverse effect on the Borough's financial condition.

SECTION 8.03. Redeveloper Covenants. Redeveloper covenants and agrees that, subject to the terms hereof, and except as explicitly provided herein, including Section 8.05 below (collectively, “**Redeveloper Covenants**”):

(a) The Redeveloper shall use diligent efforts to obtain all Government Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper under applicable laws.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, (ii) construct and develop the Project with due diligence and (iii) commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Law and, in the event that the Redeveloper wishes to materially change or modify the Project, notwithstanding the fact that such material change or modification is authorized by the Redevelopment Plan, the Borough’s written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications. The Redeveloper acknowledges that the Borough has relied on the Project Schedule in entering into its obligations under this Redevelopment Agreement.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the acquisition, construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) The Redeveloper shall use commercially reasonable efforts to complete the Project or cause same to be completed, on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the completion of same from other outside sources. In the event that moneys made available pursuant to any outside source are not sufficient to pay the costs necessary to complete the Project, the Redeveloper shall not be entitled to any funds from the Borough.

(f) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(g) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project.

(h) The Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(i) The Redeveloper shall immediately notify the Borough of any material change in its financial condition from the information provided to the Borough by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the Borough's consideration in designating the Redeveloper as the redeveloper of the Redevelopment Area.

(j) The Redeveloper shall not use the Redevelopment Area, Project or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(k) The Redeveloper shall not use the Redevelopment Area, Project or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

SECTION 8.04. Declaration of Covenants and Restrictions. The Redeveloper shall execute and record one or more declaration(s) of project covenant(s) in form of **Exhibit 2** attached hereto (the "**Declaration**") imposing on the Project and the Redevelopment Area, the Redeveloper Covenants set forth in Section 8.03 (as may be limited by the terms of this Redevelopment Agreement, including Section 8.05 hereof), and those other matters indicated in this Redevelopment Agreement to be included in the Declaration.

SECTION 8.05. Effect and Duration of the Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 8.04 hereof and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land until the Project is Completed, and such covenants shall, 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, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Borough, its successors and assigns, and any

successor in interest to the Project, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project, or any part thereof; provided, however, that such covenants shall not be binding on any Holder except in accordance with the terms of Article XII hereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Redevelopment Area, the buildings and structures thereon, or any part thereof.

SECTION 8.06. Enforcement of Covenants by the Borough. In amplification, and not in restriction of the provisions of this Article VIII, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, 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 have been provided. Such agreements and covenants shall run in favor of the Borough for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Borough has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Borough shall have the right, in the event of any breach of any such agreement or covenant, to terminate this Redevelopment Agreement in accordance with the terms of Section 13.03 hereof. Upon redevelopment of the Redevelopment Area and completion of the Project (as evidenced by the Borough's issuance of a Certificate of Completion), the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, the land and improvements thereon shall no longer be subject to eminent domain as a result and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project.

SECTION 8.07 Borough Covenants. The Borough hereby covenants and agrees that:

(a) The Borough agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Redevelopment Agreement, and to otherwise cooperate with the Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 8.07(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required or (ii) a waiver of the ability of any Governmental Authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Borough shall (A) schedule, convene and conclude all required public hearings in an expeditious manner consistent with Applicable Laws, and (B) cause all of the planners, engineers and other consultants engaged by the Borough to review and comment on all submittals by Redeveloper in an expeditious manner.

(b) The Borough shall undertake and complete, with due diligence, all of its obligations under this Agreement.

(a) The Redeveloper has been designated as the exclusive redeveloper of the Redevelopment Area and shall have the exclusive right and obligation to redevelop the Redevelopment Area and implement the Project in accordance with the terms and conditions of this Redevelopment Agreement.

(b) The Borough shall not exercise its power of eminent domain to condemn the Property during the Term.

[END OF ARTICLE VIII]

ARTICLE IX

CERTIFICATES OF OCCUPANCY AND COMPLETION

SECTION 9.01. Certificate of Occupancy. The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any building constructed as part of the Project. The Redeveloper shall take all actions required for issuance of a Certificate of Occupancy.

SECTION 9.02. Certificate of Completion. The Borough shall, within thirty (30) days after Completion or Substantial Completion of the Project, and receipt of a written request from the Redeveloper, issue a Certificate of Completion, provided there is not then an existing Redeveloper Event of Default. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction (in accordance with the terms of this Redevelopment Agreement, the Redevelopment Plan and Applicable Law) and termination of this Redevelopment Agreement, and of all of Redeveloper's agreements and covenants in this Redevelopment Agreement and shall discharge and release the lien of this Redevelopment Agreement and the Declaration from the Redevelopment Area or portion thereof, as the case may be. If the Borough determines that the Redeveloper is not entitled to a Certificate of Completion, the Borough shall, at the written request of the Redeveloper, within thirty (30) days of receipt of the written request, provide the Redeveloper with a written statement of the reasons the Borough refused or failed to furnish a Certificate of Completion. Notwithstanding the foregoing, if the Project is Substantially Complete, the Borough will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Redeveloper with the Borough in an amount representing 125% of the estimated value of the work not yet completed less the amount of any completion guaranty posted for such work in accordance with the Municipal Land Use Law.

[END OF ARTICLE IX]

ARTICLE X

TRANSFERS

SECTION 10.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Redevelopment Area and not for speculation in land holding.

SECTION 10.02. Prohibition Against Transfers. The Redeveloper recognizes the importance of the redevelopment to the general welfare of the community and the public assistance to be made available by law and by the Borough on the conditions stated herein for the purpose of making such redevelopment possible. The Parties acknowledge and agree that a change in control of the Redeveloper is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, and that, therefore, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Borough.

In light of the foregoing, except for Permitted Transfers, during the Term of this Redevelopment Agreement, the Redeveloper shall not, without the prior written consent of the Borough, which shall not be unreasonably withheld, conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project or any portion thereof, (b) assign or attempt to assign this Redevelopment Agreement or any rights herein, or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of the Redevelopment Area or Project (individually and collectively, a "Transfer").

SECTION 10.03. Permitted Transfers. (a) The Redeveloper, without violating the provisions of Section 10.01 or Section 10.02 hereof, may effect the following Transfers, to which the Borough hereby consents upon receipt of notice thereof, without the necessity of further action by the Borough ("Permitted Transfers"):

(i) security for, and only for, the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project and any other purpose authorized by this Redevelopment Agreement;

(ii) the Declaration;

(iii) a mortgage or mortgages and other liens and encumbrances (but not including mechanic's liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;

(iv) utility and other development easements;

(v) environmental covenants and restrictions imposed by a regulatory Governmental Authority as a condition of any permit or approval;

(vi) a lease, option agreement or contract of sale to a residential tenant or a tenant or end user of the Project for the purpose of operating a permitted business as a part of the Project under the Redevelopment Plan;

(vii) a transfer to an Affiliate of the Redeveloper, including without limitation a qualified Urban Renewal Entity, or a transfer among members of the Redeveloper and their family members and/or trustees for their benefit;

(viii) a Transfer pursuant to a foreclosure or deed in lieu of foreclosure, and any Transfer by any Holder or any Holder's successor and/or assigns after foreclosure.

(ix) any contract or agreement with respect to any of the foregoing exceptions.

SECTION 10.04. Notice of Permitted Transfers. With respect to any Permitted Transfers, the Redeveloper shall provide to the Borough written notice at least thirty (30) days prior to such Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. The Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Borough, in light of the context of such Permitted Transfer, in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement and the Declaration as to the Project (if the Redeveloper's right, title and interest in the Project is being transferred) or any portion thereof (if the Redeveloper's right, title and interest in a portion of the Project is being transferred).

SECTION 10.05. Transfers Void. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement shall be a Redeveloper Event of Default and shall be null and void *ab initio*. Such default shall entitle the Borough to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by the Borough, or a deemed approval in accordance with the terms hereof, no such sale, transfer, conveyance or assignment or approval thereof by the Borough, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, the Borough shall be entitled to the *ex parte* issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of the Borough in connection with any such legal action. Upon recording of the final Certificate of Completion, the provisions of the Declaration set forth in this Article as to the Project shall be deemed terminated, and the Declaration shall so state.

SECTION 10.06. Transfer Fee. Notwithstanding anything to the contrary contained herein, prior to any Transfer not specifically permitted but to which the Borough consents, the Redeveloper will pay or cause to be paid to the Borough the reasonable and actual costs incurred by the Borough associated with such Transfer and the ongoing oversight thereof. This section shall not be applicable to the transfer of a portion of the membership interest in Redeveloper (provided that the same shall not exceed 1/3rd of the interests) to an equity participant.

[END OF ARTICLE X]

ARTICLE XI

INDEMNIFICATION; INSURANCE

SECTION 11.01. Redeveloper Indemnification. (a) The Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Borough Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Project, including but not limited to any lawsuit or proceeding relating to the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Redevelopment Area and results from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from the negligence or willful misconduct of the Borough, its employees, representatives or agents.

(b) The Redeveloper shall defend, indemnify and hold harmless the Borough Indemnified Parties and their officers, agents, employees, contractors, and consultants from any claims, investigations, liability, loss, injury, damage, remediation costs, lawsuits, civil proceedings, fines, penalties, and expenses including reasonable attorneys' fees and disbursements which result, wholly or partially, from (i) the performance or any failure or delay of performance by the Redeveloper of its obligations under the Redevelopment Agreement; or (ii) any bodily injury or property damage that may occur in the Redevelopment Area during the term of the Redevelopment Agreement; provided, however, that such indemnity shall not include the actions or inactions of third-parties over whom the Redeveloper does not exercise control, as long as the Redeveloper maintains and enforces commercially reasonable security measures and commercial liability insurance to protect against such actions or inactions.

(c) In any situation in which a Borough Indemnified Party is entitled to receive and desires indemnification by the Redeveloper, the Borough Indemnified Party shall give prompt notice of such situation to the Redeveloper. Failure to give prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Borough Indemnified Party, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend such party. Upon receipt of such notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Borough Indemnified Party, including the employment of counsel reasonably acceptable to the Borough Indemnified Party, the payment of all expenses and the right to negotiate and consent to settlement. All of the Borough Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such Borough Indemnified Party. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Borough Indemnified Party in any such action, the Redeveloper agrees to indemnify and hold harmless the Borough Indemnified Party from and against any loss or liability by reason of such settlement or judgment for which the Borough Indemnified Party is

entitled to indemnification hereunder. The Redeveloper shall have the right to settle any such action on terms it deems appropriate provided that a full release of the Borough Indemnified Party is obtained and no admission of liability by the Borough Indemnified Party is required. In the event the Borough refuses to provide a release of such action, and a final judgment is rendered against the Redeveloper, the Borough shall be responsible for the Redeveloper's counsel fees and costs incurred subsequent to the refusal by the Borough to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.

(d) The Redeveloper's indemnity provided under this Section 11.01 shall survive the termination of this Redevelopment Agreement with respect to occurrences prior to the date of termination and shall run with the land and be referenced in the Declaration.

SECTION 11.02. Insurance Required. (a) Prior to the commencement of construction of the Project, the Redeveloper shall furnish or shall cause to be furnished, to the Borough, a certificate of insurance evidencing a policy of commercial general liability insurance, insuring the Borough against losses, costs, liabilities, claims, causes of action and damages for bodily injury and property damage on all property in the Redevelopment Area or related to the construction thereon, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit coverage. Such insurance shall include blanket contractual liability coverage. All such policies shall be endorsed to add the Borough as an additional insured, and to provide that such coverage shall be primary and that any insurance maintained by the Borough shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Borough if such a waiver is available.

(b) Redeveloper shall also provide a certificate of insurance evidencing a policy of Builder's Risk Insurance for the benefit of the Redeveloper (subject to the interests of any Holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the replacement cost (to current building code) of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure(s) insured, and materials in place or to be used as part of the permanent construction.

(c) The Redeveloper shall also furnish or cause to be furnished to the Borough evidence satisfactory to the Borough that any contractor with whom it has contracted for the construction of the Project carries (i) workers' compensation insurance as required by law, (ii) employer's liability insurance in the amount of \$500,000.00 bodily injury each accident, \$500,000.00 bodily injury each employee and \$500,000.00 bodily injury policy limit, and (iii) commercial general liability insurance in the amount of \$1,000,000.000 each occurrence, \$2,000,000 general aggregate.

(e) All insurance policies required by this section shall be obtained from insurance companies licensed in the State and rated at least A VII in Best's Insurance Guide or such lesser rated provider that is proposed by the Redeveloper and is reasonably acceptable to the Borough.

All insurance policies required hereunder shall be kept in force until a Certificate of Completion is issued.

(f) All insurance policies required by this Section shall be non-assessable and shall contain language to the effect that (a) the policies are primary and noncontributing with any insurance that may be carried by the Borough, (b) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the Borough, and (c) the Borough shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Borough and shall contain cross liability endorsements.

(g) The Redeveloper's obligation to maintain insurance in this Section 11.02 shall terminate upon issuance of a Certificate of Completion with respect to the Project.

[END OF ARTICLE XI]

ARTICLE XII

MORTGAGE FINANCING; NOTICE OF DEFAULT TO MORTGAGEE; RIGHT TO CURE

SECTION 12.01. Mortgage Financing. (a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project, 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 Project, in excess of ninety percent (90%) of Project Costs, except as may be approved by the Borough (which approval shall not be unreasonably withheld, delayed or conditioned) for the purpose of obtaining funds in connection with the payment of such Project Costs; provided, however, that upon the issuance of a Certificate of Completion for the Project, or any portion thereof, such prohibition shall no longer apply with respect to the corresponding parcel of land and improvements. The Redeveloper, or its successor in interest, shall notify the Borough in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project, or any part thereof (the mortgagee thereunder, a “Holder”) and, in any event, the Redeveloper shall promptly notify the Borough of any encumbrance or lien (other than liens for governmental impositions) that has been created on or attached to any portion of the Project, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) If the Holder reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Borough shall reasonably cooperate with the Holder and the Redeveloper in reviewing and approving such proposed change(s) or modification(s); provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Borough, as provided in this Redevelopment Agreement.

(c) To the extent reasonably requested by the Redeveloper, the Borough shall execute such other agreements and/or documents, to the extent same are in form and content reasonably acceptable to the Borough, as may be requested or required by any Holder (or any equity participant of the Redeveloper); provided, however, that any such agreement or document shall not materially or adversely alter any of the rights, liabilities or obligations of the Redeveloper or the Borough under this Redevelopment Agreement.

(d) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Borough.

(e) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 13.01 then, except as expressly set forth herein to the contrary and upon full payment of all Borough Costs accruing until the date of such termination, this Redevelopment Agreement

(including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

SECTION 12.02. Notice of Default to the Redeveloper and Right to Cure.

Whenever the Borough shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Borough shall at the same time deliver to each Holder a copy of such notice or demand; provided that the Redeveloper has delivered to the Borough a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Borough are concerned) have the right at its option within ninety (90) days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Borough shall not seek to enforce any of its remedies under this Redevelopment Agreement during the period in which any such Holder or Redeveloper is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If possession of the Redevelopment Area is necessary to cure any default or breach, any Holder will be allowed to complete any proceedings required to obtain possession of the Redevelopment Area.

SECTION 12.03. No Guarantee of Construction or Completion by Holder.

(a) A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so to obligate a Holder. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made) without the Holder or Affiliate of Holder first having expressly assumed the Redeveloper's obligations to the Borough with respect to the Project by written agreement reasonably satisfactory to the Borough.

(b) If a Holder forecloses its mortgage secured by the Redevelopment Area, or takes title (in its name or the name of an Affiliate) to the Redevelopment Area by deed-in-lieu of foreclosure or similar transaction (collectively a "Foreclosure"), the Holder or its Affiliate shall have the option to either (i) sell the Redevelopment Area, as applicable, to a responsible Person reasonably acceptable to the Borough, which Person shall assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) itself, or its affiliate, assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Borough shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Borough pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Borough that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder, or other entity assuming such obligations of the

Redeveloper, properly completing the Project shall be entitled, upon written request made to the Borough, to Certificates of Completion. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming such obligations of the Redeveloper, to devote the Redevelopment Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Holder or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Redevelopment Area and Project in accordance herewith.

[END OF ARTICLE XIII]

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 13.01. Events of Default. Any one or more of the following shall, beyond the expiration of the applicable cure period, constitute an event of default hereunder (“**Event of Default**”), subject to the occurrence of an event of Force Majeure (with none of the following to be construed as a limitation on any other):

(a) Failure of the Redeveloper or the Borough to observe and perform any covenant, condition or agreement under this Redevelopment Agreement, and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the failure is one which cannot be remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

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

(c) The Redeveloper shall materially default in or violate its obligations with respect to the design, development and/or construction of the Project in accordance with this Redevelopment Agreement (including, but not limited to, the Project Schedule) and the Site Plan, or shall abandon or substantially suspend construction work (unless such suspension arises out of an event of Force Majeure), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the Borough to do so; provided however, that if the default or violation is one which cannot be completely remedied within the ninety (90) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to

remedy the same as soon as practicable, but in no event later than one hundred eighty (180) days after such written notice.

(d) The Redeveloper or its successor in interest (except for third parties to which a portion of the Project has been conveyed in the ordinary course of business) shall fail to pay any real estate taxes or assessments on any real property or any part thereof owned by it in the Borough when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any materialman's, mechanics' or construction lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Borough made for such payment, removal, or discharge, within sixty (60) days after written demand by the Borough to do so.

(e) There is, in violation of this Redevelopment Agreement, any Transfer.

SECTION 13.02. Force Majeure. Performance by either Party hereunder shall not be deemed to be in default where delays or failure to perform are the result of events or conditions beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement, including, without limitation, the following (a "Force Majeure"):

(a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of public enemy, war (whether or not declared), terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, economic disruptions including the scarcity of materiel necessary for the construction of the Project, but not including reasonably anticipated weather conditions for the geographic area of the Redevelopment Area, other than those set forth above (such events being required to physically affect a Party's ability to fulfill its obligations hereunder; and the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event);

(b) A landslide, fire, explosion, flood, release of nuclear radiation, damage to or theft of any part of the Project, or any casualty not created by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure;

(c) The order, judgment, action or inaction and/or determination of any Governmental Authority (other than the Borough when acting in conformance with this Redevelopment Agreement) excepting decisions interpreting federal, State and local tax laws generally applicable to all business taxpayers; provided, however, that such order, judgment, action or inaction and/or determination shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such order, judgments, action or inaction and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party;

(d) The suspension, termination, interruption, denial, or failure of or delay in renewal or issuance of any Governmental Approval (including due to any appeal), provided, however, that such suspension, termination, interruption, denial, or failure of or delay in renewal or issuance shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party. Delay in issuance of a Governmental Approval resulting from the Redeveloper's failure to make an administratively complete submission for a Governmental Approval in accordance with Applicable Law shall not be an event of Force Majeure; or

(e) An inability to procure goods or services for any reason not caused by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure, including, without limitation, the limited manufacturing capacity of any suppliers; a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market; failure of transportation, strikes, lockouts, slowdowns or similar labor action by trade unions or any of their members, equipment manufacturers, suppliers of material and/or transporters of same; or any other economic condition that may adversely affect the Project, the Redevelopment Area or the real estate markets; or

(f) Acts or omissions of the other Party (except in conformance with this Redevelopment agreement or Applicable Law) *e.g.* as to the Redeveloper, acts or omissions of the Borough.

Any event of Force Majeure affecting any counterparty to an agreement with any or all of the Parties hereto shall be considered an event of Force Majeure hereunder. Notice by the Party claiming such extension shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure event that affects part of the Project, to the extent reasonably practicable, the Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an event of Force Majeure shall not prevent a Party from declaring the occurrence of an Event of Default by the Party relying on such Force Majeure event; provided that the event that is the basis of the Event of Default is not a result of the Force Majeure event. Except for an event or events of Force Majeure resulting from acts or omissions of the Borough, any event or events of Force Majeure will be deemed to have ceased to exist as of a date twenty four (24) months from its initial occurrence.

SECTION 13.03. Remedies Upon Events of Default by the Redeveloper. If an Event of Default by the Redeveloper occurs, and during its continuance, the Borough may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Redevelopment Agreement, including enforcement of the terms stated in Sections 3.03 and 3.04 above, and the seeking of damages. Further, but subject to any cure provisions afforded the Redeveloper hereunder, the Borough shall have the right, in its sole and absolute discretion, upon notice to the Redeveloper and any Holder, to terminate this Redevelopment Agreement and the Redeveloper's designation as the redeveloper of the Redevelopment Area.

In the event that the Borough terminates the Redeveloper's designation as the redeveloper of the Redevelopment Area, the Borough shall, pursuant to its responsibilities under State law, use reasonable efforts to designate a replacement redeveloper for the Redevelopment Area (subject to the obligations of the Borough pursuant to Article XIII, such permitted mortgage liens as may exist against the Project and the rights of a Holder as set forth in Article XIII hereof). Such replacement Redeveloper shall be designated as soon and in such manner as the Borough shall find feasible and consistent with the objectives of State law and of the Redevelopment Plan, to a qualified and responsible party or parties as determined by the Borough, who will assume the obligation of completing the Project or such other improvements in its stead as shall be satisfactory to the Borough and in accordance with the uses specified in this Redevelopment Agreement and the Redevelopment Plan. This provision shall be entered in the Declaration. The Redeveloper shall deliver to such replacement Redeveloper assignments of all other rights and agreements pertaining to the Project. Any proceeds resulting from the designation of the replacement Redeveloper under this Section shall be applied:

(a) First, to all reasonable costs and expenses incurred by the Borough, as defined in and not reimbursed pursuant to §§3.03 or 3.04 above, in connection with the Project; all taxes, payments in lieu of taxes, assessments, and water and sewer charges owed by the Redeveloper as of such date, if any, with respect to the Project or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Project at the time of the Borough's designation of the replacement redeveloper, or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project, or any part thereof, on the uncompleted portion or any part thereof; and any amounts otherwise owed to the Borough by the Redeveloper and its successors or transferees in accordance with the terms of this Redevelopment Agreement; and

(b) Second, to reimburse the Redeveloper, its successor or transferee, up to the amount equal to the Redeveloper's actual costs associated with the Project, including engineering, planning, site improvement, marketing and other development costs paid for by the Redeveloper. Any balance remaining after such reimbursements shall (subject to the obligations of the Borough pursuant to Article XII, such permitted mortgage liens as may exist against the Project and the rights of a Holder as set forth in Article XII hereof) be retained by the Borough as its property.

SECTION 13.04. Remedies Upon Events of Default by the Borough. In the event that an Event of Default by the Borough occurs, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Borough under this Redevelopment Agreement, including an action for specific performance and/or damages. Further, but subject to any cure provisions afforded the Borough hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Borough to terminate this Redevelopment Agreement. Notwithstanding the foregoing, neither the Borough nor any of its respective Affiliates, directors, officers, managers, agents, employees, or representatives shall be liable in any action, at law or in equity, in contract, tort, strict liability or otherwise, to Redeveloper or to any other person, including Redeveloper's Affiliates, partners, shareholders, members, directors, officers, managers, agents, employees, or representatives for

loss of profits, revenues or expectancies, loss of use or loss of business opportunities or for any special, consequential, indirect or incidental damages, or punitive, exemplary or multiplier damages with respect to the redevelopment of the Redevelopment Area and/or construction of the Project.

SECTION 13.05. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

SECTION 13.06. Remedies Cumulative. No remedy in favor of either Party 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 by a Party shall not constitute a waiver of the right to pursue other available remedies.

SECTION 13.07. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

SECTION 13.08. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder; provided, however, that the costs of any mitigation efforts shall be at the sole cost of the defaulting Party.

SECTION 13.09. Documents to be Delivered Upon Termination. In the event this Redevelopment Agreement is terminated for any reason, except as a result of the default of the Borough, the Redeveloper shall deliver to the Borough, within ten (10) days after such termination, copies of all reports, studies, data, plans, surveys, title reports, subdivision maps and specifications prepared by the Redeveloper and third parties with respect to the Redevelopment Area and all documents, reports, permits and approvals obtained by the Redeveloper relating to the Project; provided, however, Redeveloper shall not be obligated to deliver any materials to the Borough that Redeveloper deems to be confidential and proprietary in nature.

SECTION 13.10. Agreement Not to Develop Upon Termination. Subject to the rights of any Holders, in the event this Redevelopment Agreement is terminated as a result of a Redeveloper Event of Default, then the Redeveloper agrees that, for a period of six (6) months following such termination, in the event that the Redeveloper still owns or controls the Redevelopment Area (or any part thereof), it shall take no further steps to construct the Project or to develop the Redevelopment Area, except as may be agreed to by the Borough in its sole discretion, notwithstanding the fact that the Redeveloper may be in possession of Governmental Approvals required for such development.

[END OF ARTICLE XIII]

ARTICLE XIV

MISCELLANEOUS

SECTION 14.01. Notices. Formal notices, demands and communications between the Borough and the Redeveloper shall be deemed given if dispatched to the address set forth below by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available or by facsimile or electronically followed by overnight courier. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Borough:

Borough of Rutherford
Municipal Building
176 Park Avenue
Rutherford, New Jersey 07070
Attn: Borough Clerk
Email: MScanlon@rutherford-nj.com

with a copy to:

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068
E-mail: kncmanimon@msbnj.com

If to the Redeveloper:

Park Avenue Rutherford Urban Renewal Company, LLC
c/o Vrasidas Golemis
1200 Avenue at Port Imperial
Apartment # 507
Weehawken, New Jersey 07086

with a copy to:

Paul C. Kaufman, Esq.
Kaufman, Semeraro & Leibman, LLP.
Two Executive Drive, Suite 530
Fort Lee, New Jersey 07024
E-mail: pkaufman@northjerseyattorneys.com

SECTION 14.02. Conflict of Interest. No member, official or employee of the Borough shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to this Redevelopment Agreement which is prohibited by law.

SECTION 14.03. No Consideration For Redevelopment Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Borough, any money or other consideration for or in connection with this Redevelopment Agreement.

SECTION 14.04. Lender Changes. If the Redeveloper's lender requires a change in the terms of this Redevelopment Agreement, the Borough shall reasonably cooperate with the Redeveloper in approving such change, so long as such change, if any, does not modify or change the substantial rights or obligations of the Parties as set forth in this Redevelopment Agreement. In addition, the Borough agrees to enter into such agreements as the Redeveloper's lender (or its equity participants) may reasonably require provided that such agreement shall not be inconsistent with the terms of this Redevelopment Agreement (*i.e.* shall not increase the responsibilities of the Borough, or decrease its benefits hereunder).

SECTION 14.05. Non-Liability of Officials and Employees of the Borough. No member, official or employee of the Borough shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Borough, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 14.06. Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Borough, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Borough, or its successors, on any obligation under the terms of this Redevelopment Agreement.

SECTION 14.07. No Brokerage Commissions. The Borough and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acted on behalf of the Borough or the Redeveloper, and the Borough and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

SECTION 14.08. Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Redevelopment Area from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 14.09. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties, and their heirs, executors, and administrators.

SECTION 14.10. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14.11. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 14.12. 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 party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 14.13. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile) and when each party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

SECTION 14.14. Prior Agreements Superseded. This Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

SECTION 14.15. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper.

SECTION 14.16. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 14.17. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Bergen County Vicinage.

[END OF ARTICLE XIV]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE].

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

ATTEST:

Margaret M. Donlon

PARK AVENUE RUTHERFORD URBAN
RENEWAL COMPANY, LLC

By: Vrasidas Golemis

Name: Vrasidas Golemis
Title: Managing Member

ATTEST:

Margaret M. Donlon

BOROUGH OF RUTHERFORD

By: Joseph DeSalvo
Joseph DeSalvo, Mayor

NARRATIVE DESCRIPTION OF PROJECT

The project consists of a mixed-use building consisting of fifty-two (52) multi-family residential units over ground floor parking (74 spaces) fronting on Chestnut Street, along with approximately 4,947 square feet of street-level retail space fronting on Park Avenue (the "Project"). The units are comprised of ten (10) studio market-rate units, thirty-three (33) one-bedroom market-rate units, eight (8) two-bedroom market-rate units and one (1) three-bedroom market-rate unit. The building also includes amenities for the residents, consisting of a leasing office, gym and lounge/community room. The building will be a three (3) story structure on the Park Avenue side and a four (4) story structure on the Chestnut Street side, with grading decreasing from Park Avenue to Chestnut Street.

The shell of the building will consist of a steel/concrete frame (for the retail and parking areas) and a wood frame (for the residential areas), poured concrete foundations, and roof trusses.

The exterior finish of each building will be a combination of brick masonry, alucobond, cement board siding, vinyl windows, composite metal paneling and PVC trim.

The building systems will consist of in-unit HVAC units with rooftop condensers and an NFPA 13 fire protection system.

Interior finishes in the apartments will consist of LTV flooring, Samsung appliances, Caesar stone countertops, light fixtures by Philips Lighting, and other quality finishes.

The Project will have no restrictions as to income or age.

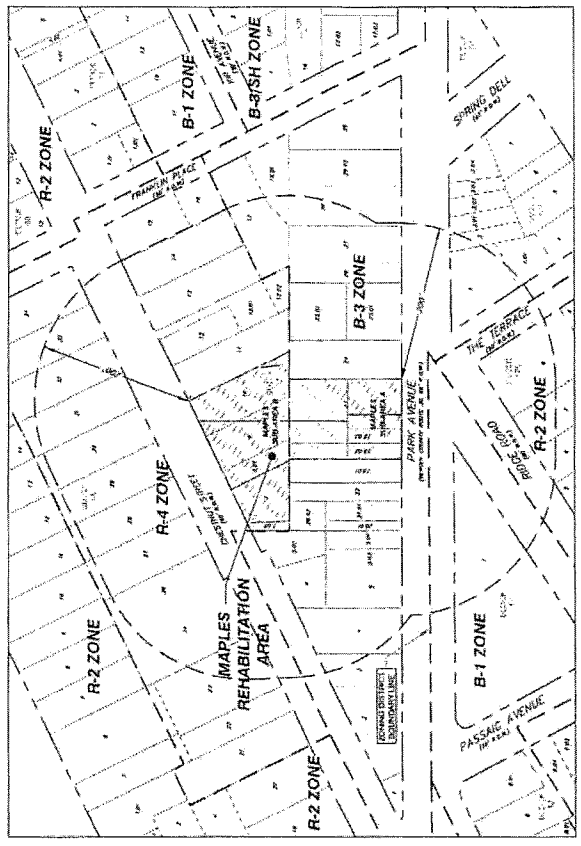
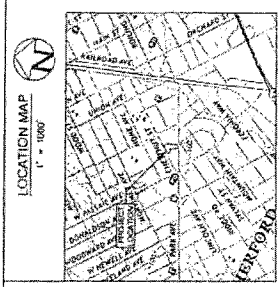
SITE PLAN APPROVAL BY PLANNING BOARD

See attached

BLOCK	LOT	OWNER'S ADDRESS	BLOCK	LOT	OWNER'S ADDRESS
1	1	106 PARK AVENUE	73	1	106 PARK AVENUE
1	2	106 PARK AVENUE	73	2	106 PARK AVENUE
1	3	106 PARK AVENUE	73	3	106 PARK AVENUE
1	4	106 PARK AVENUE	73	4	106 PARK AVENUE
1	5	106 PARK AVENUE	73	5	106 PARK AVENUE
1	6	106 PARK AVENUE	73	6	106 PARK AVENUE
1	7	106 PARK AVENUE	73	7	106 PARK AVENUE
1	8	106 PARK AVENUE	73	8	106 PARK AVENUE
1	9	106 PARK AVENUE	73	9	106 PARK AVENUE
1	10	106 PARK AVENUE	73	10	106 PARK AVENUE
1	11	106 PARK AVENUE	73	11	106 PARK AVENUE
1	12	106 PARK AVENUE	73	12	106 PARK AVENUE
1	13	106 PARK AVENUE	73	13	106 PARK AVENUE
1	14	106 PARK AVENUE	73	14	106 PARK AVENUE
1	15	106 PARK AVENUE	73	15	106 PARK AVENUE
1	16	106 PARK AVENUE	73	16	106 PARK AVENUE
1	17	106 PARK AVENUE	73	17	106 PARK AVENUE
1	18	106 PARK AVENUE	73	18	106 PARK AVENUE
1	19	106 PARK AVENUE	73	19	106 PARK AVENUE
1	20	106 PARK AVENUE	73	20	106 PARK AVENUE
1	21	106 PARK AVENUE	73	21	106 PARK AVENUE
1	22	106 PARK AVENUE	73	22	106 PARK AVENUE
1	23	106 PARK AVENUE	73	23	106 PARK AVENUE
1	24	106 PARK AVENUE	73	24	106 PARK AVENUE
1	25	106 PARK AVENUE	73	25	106 PARK AVENUE
1	26	106 PARK AVENUE	73	26	106 PARK AVENUE
1	27	106 PARK AVENUE	73	27	106 PARK AVENUE
1	28	106 PARK AVENUE	73	28	106 PARK AVENUE
1	29	106 PARK AVENUE	73	29	106 PARK AVENUE
1	30	106 PARK AVENUE	73	30	106 PARK AVENUE

AMENDED PRELIMINARY AND FINAL SITE PLAN 106 PARK AVENUE

BLOCK 73 LOTS 7, 7.01, 9, 10, 22.02, 22.03, AND 23 BOROUGH OF RUTHERFORD BERGEN COUNTY, NEW JERSEY



DRAWING SCHEDULE:

01	TITLE SHEET
02	EXISTING CONDITIONS PLAN
03	SITE PLAN
04	GRADING & DRAINAGE PLAN
05	OFF-SITE STORM DRAINAGE PLAN & STORM PROFILES
06	UTILITIES PLAN & SANITARY PROFILES
07	CONSTRUCTION DETAILS
08	LANDSCAPING PLAN
09	LIGHTING PLAN
10	SOIL EROSION & SEDIMENT CONTROL PLAN
11	SOIL EROSION & SEDIMENT CONTROL DETAILS

PARKING REQUIREMENTS

MINIMUM NUMBER OF SPACES: 15 SPACES
 MINIMUM NUMBER OF SPACES: 15 SPACES
 MINIMUM NUMBER OF SPACES: 15 SPACES
 MINIMUM NUMBER OF SPACES: 15 SPACES

REDEVELOPMENT PLAN - MAPLES REHABILITATION AREA

MINIMUM NUMBER OF SPACES: 15 SPACES
 MINIMUM NUMBER OF SPACES: 15 SPACES
 MINIMUM NUMBER OF SPACES: 15 SPACES
 MINIMUM NUMBER OF SPACES: 15 SPACES

UTILITY CONTRACTS

1. ALL UTILITY CONTRACTS SHALL BE SIGNED BY THE CONTRACTOR AND THE UTILITY COMPANY.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.

SURVEY NOTES

1. ALL SURVEY DATA IS BASED ON THE SURVEY OF 1985 BY THE SURVEYOR, JAMES H. WILSON, INC.

2. THE SURVEY DATA IS SUBJECT TO THE ACCURACY OF THE SURVEYING INSTRUMENTS USED.

3. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

MAP REFERENCE

1. ALL MAPS AND PLANS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL MAPS AND PLANS.

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.

MARK'S MARTENS
 Professional Engineer
 License No. 13179
 State of New Jersey

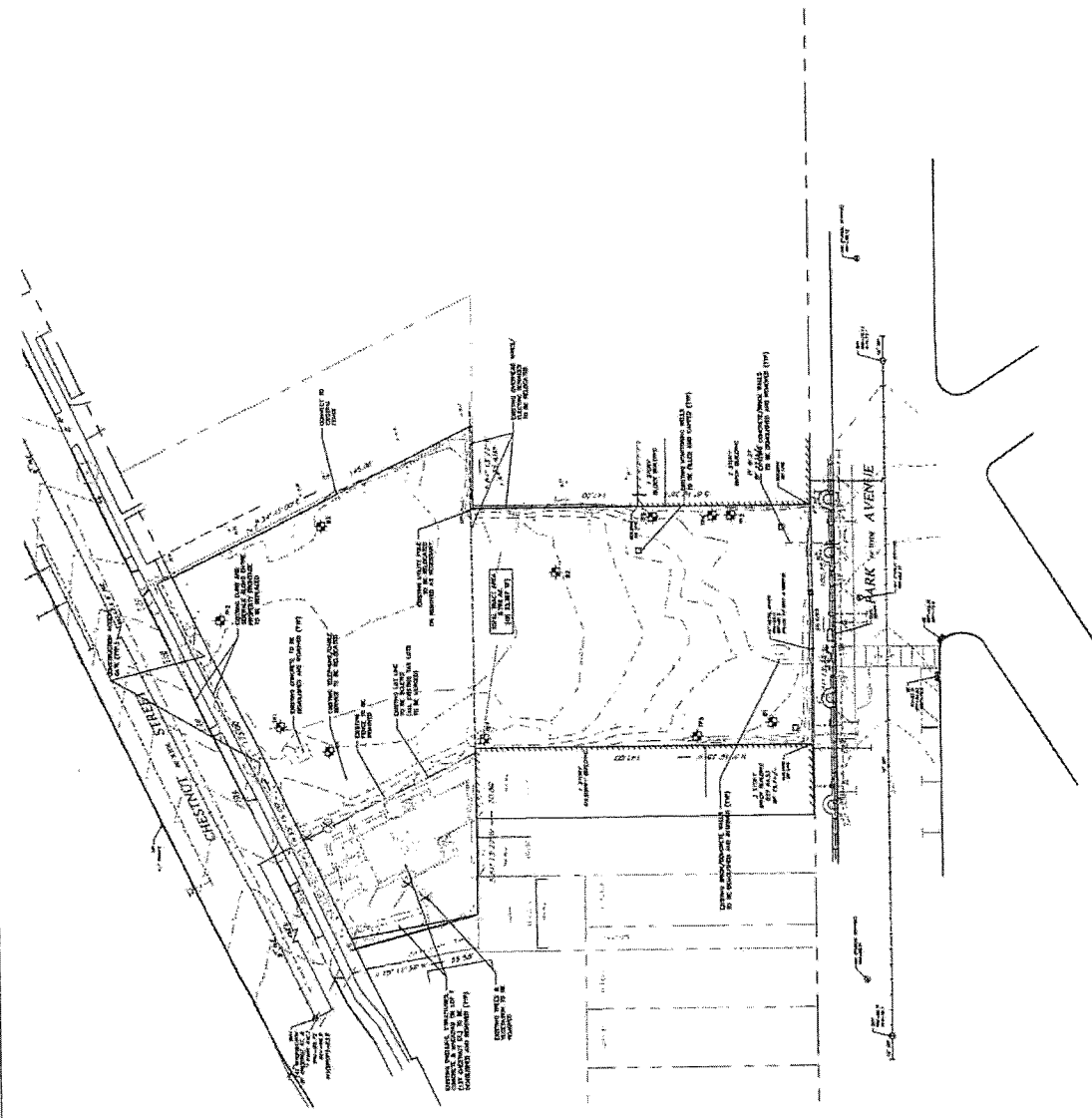
106 PARK AVENUE
 LOTS 7, 7.01, 9, 10, 22.02,
 22.03, & 23 BLOCK 73
 Borough of Rutherford, Bergen County, NJ

SHEET
 OF 11

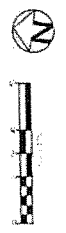
DATE	10/15/2020
SCALE	AS SHOWN
PROJECT NO.	20-001
CLIENT	MARK'S MARTENS
DESIGNED BY	J. WILSON
CHECKED BY	J. WILSON
APPROVED BY	J. WILSON
DATE	10/15/2020

LEGEND

1	PROPOSED SIDEWALK	11	EXISTING SIDEWALK
2	PROPOSED DRIVEWAY	12	EXISTING DRIVEWAY
3	PROPOSED DRIVEWAY	13	EXISTING DRIVEWAY
4	PROPOSED DRIVEWAY	14	EXISTING DRIVEWAY
5	PROPOSED DRIVEWAY	15	EXISTING DRIVEWAY
6	PROPOSED DRIVEWAY	16	EXISTING DRIVEWAY
7	PROPOSED DRIVEWAY	17	EXISTING DRIVEWAY
8	PROPOSED DRIVEWAY	18	EXISTING DRIVEWAY
9	PROPOSED DRIVEWAY	19	EXISTING DRIVEWAY
10	PROPOSED DRIVEWAY	20	EXISTING DRIVEWAY



SEE ATTACHED SHEET FOR EXISTING UTILITIES AND EASEMENTS.



SOIL TEST PIT & BORING DATA

Stationing #	Ground Elevation (ft)	Depth to Bottom of Pit (ft)	Soil Description	Remarks	Depth to Water Table (ft)	Groundwater Elevation (ft)
1	105.5	1.5	CLAY			
2	105.5	1.5	CLAY			
3	105.5	1.5	CLAY			
4	105.5	1.5	CLAY			
5	105.5	1.5	CLAY			
6	105.5	1.5	CLAY			
7	105.5	1.5	CLAY			
8	105.5	1.5	CLAY			
9	105.5	1.5	CLAY			
10	105.5	1.5	CLAY			
11	105.5	1.5	CLAY			
12	105.5	1.5	CLAY			
13	105.5	1.5	CLAY			
14	105.5	1.5	CLAY			
15	105.5	1.5	CLAY			
16	105.5	1.5	CLAY			
17	105.5	1.5	CLAY			
18	105.5	1.5	CLAY			
19	105.5	1.5	CLAY			
20	105.5	1.5	CLAY			

THIS REPORT IS A SUMMARY OF THE RESULTS OF SOIL TESTS CONDUCTED BY THE CONSULTING ENGINEER ON THE SOILS AT THE SITE OF THE PROPOSED PROJECT. THE RESULTS OF THESE TESTS ARE SUBJECT TO THE LIMITATIONS SET FORTH IN THE REPORT DATED JANUARY 1, 2011.

EXISTING CONDITIONS PLAN

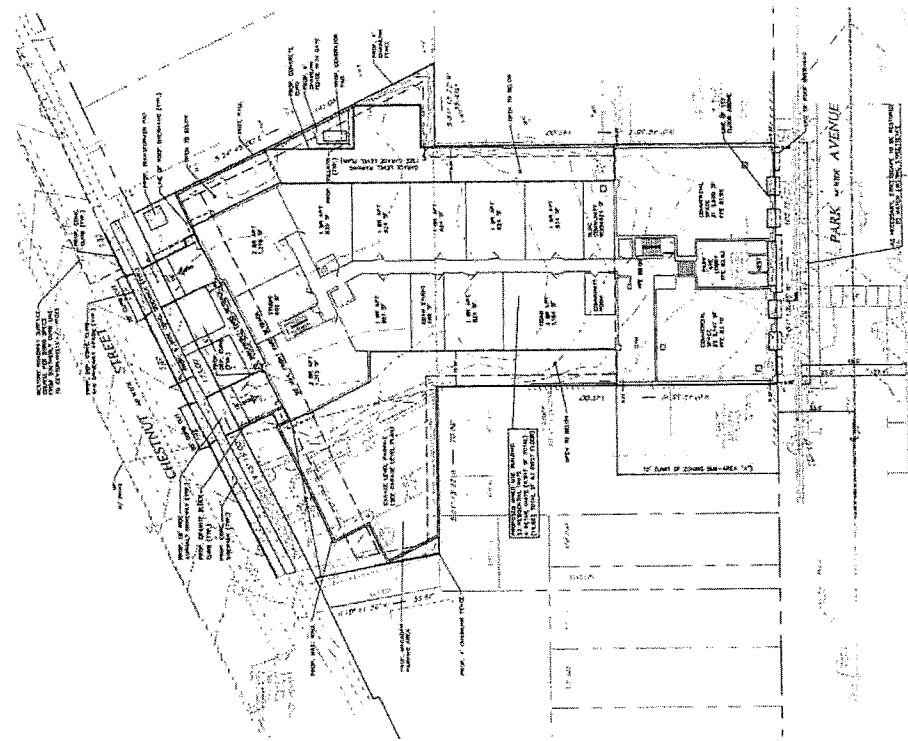
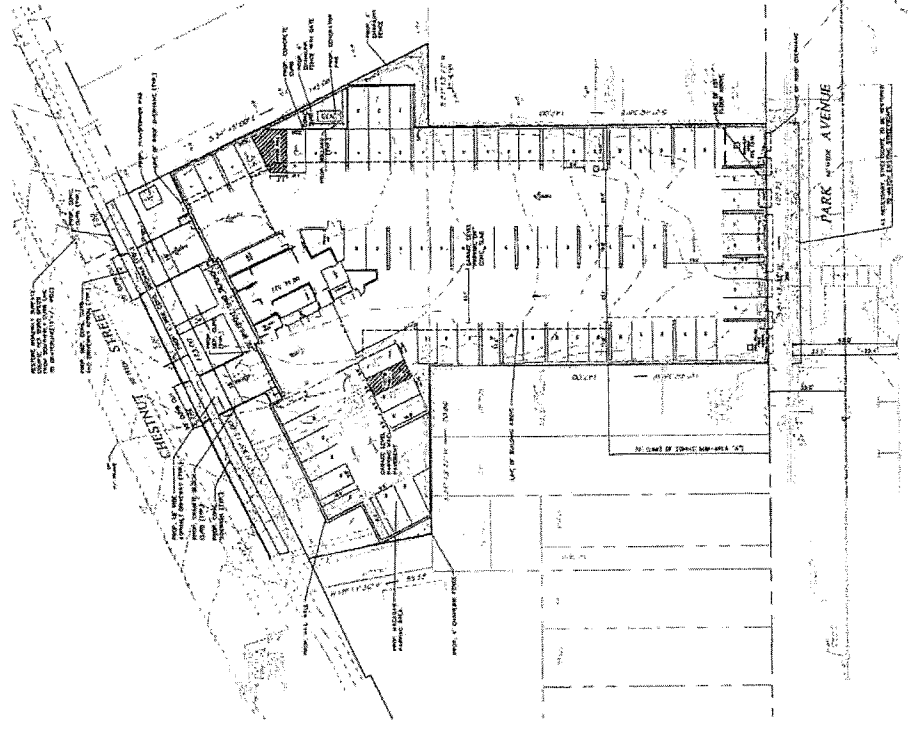
106 PARK AVENUE
 LOTS 7, 9, 10, 22 & 23
 2209 & 23 BLOCK 73
 Borough of Basking Ridge, Bergen County, NJ

MARK S. SPERTUS
 Professional Engineer
 No. 11766
 State of New Jersey

DATE: 1/1/11
 SHEET: 02

GENERAL NOTES:

1. THE SEWER SYSTEM IS SHOWN IN DASHED LINES. THE LOCATION OF THE SEWER MAINS IS BASED ON THE EXISTING RECORD DRAWINGS AND FIELD SURVEY.
2. THE SEWER MAINS ARE SHOWN AT A DEPTH OF 10 FEET BELOW FINISHED GROUND LEVEL.
3. THE SEWER MAINS ARE TO BE CONSTRUCTED OF 12" DIA. CAST IRON PIPE WITH 2" DIA. RIBS.
4. THE SEWER MAINS ARE TO BE JOINTED WITH 15' MINIMUM OVERLAP JOINTS.
5. THE SEWER MAINS ARE TO BE SUPPORTED BY CONCRETE OR BRICK SLEEVES.
6. THE SEWER MAINS ARE TO BE COVERED WITH 18" MINIMUM THICKNESS OF CONCRETE.
7. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
8. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
9. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
10. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
11. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
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17. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
18. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
19. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.
20. THE SEWER MAINS ARE TO BE GRADED TO THE STREET SEWER MAINS.



LEGEND:

- 12" DIA. CAST IRON PIPE
- 18" THICK CONCRETE COVER
- MANHOLE
- CATCH BASIN
- SEWER MAIN
- SEWER BRANCH
- SEWER CONNECTION

GARAGE LEVEL

FIRST FLOOR LEVEL

FINAL FOR SEWER DESIGN

SITE PLAN

106 PARK AVENUE
 LOTS 7, 10, 11, 12, 22, 23,
 22.03, & 23 BLOCK 73

Submitted for
 Borough of Richmond, Bergen County, NJ

DATE	NO.	BY	REVISION

Matthew E. Mancini, P.E.
 Professional Engineer
 No. 12527
 State of New Jersey

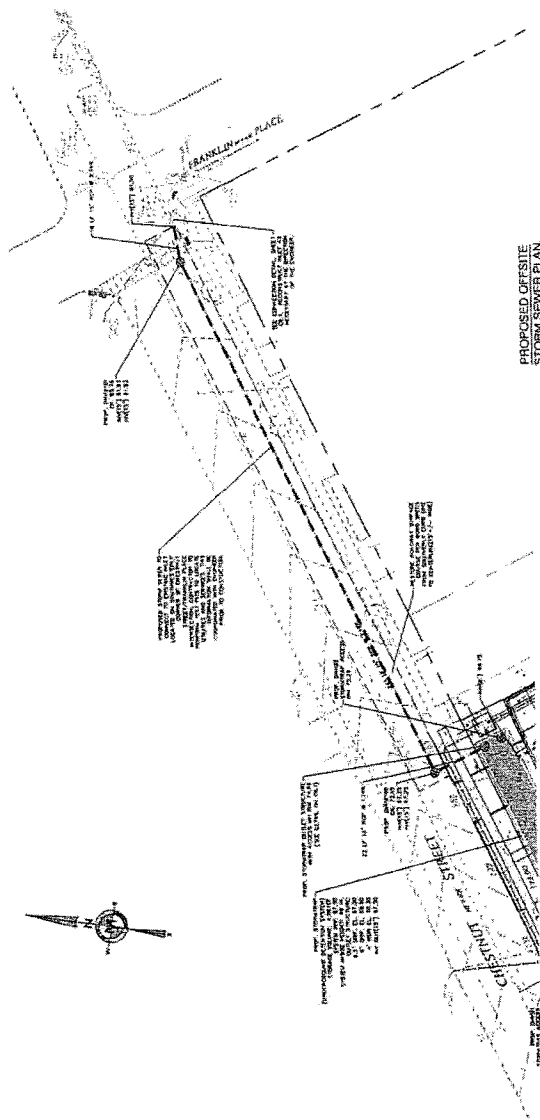
HARRIS S. MAITLOS
 Professional Engineer
 No. 12527
 State of New Jersey

NO.	DATE	BY	REVISION
1	01/23/2014	MM	ISSUE FOR PERMITS
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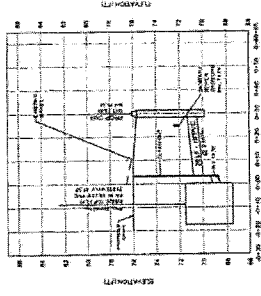
APPROVED BY THE ENGINEER
 COUNTY OF RICHMOND, BERGEN COUNTY, NJ

ATTENDED TO BY: _____ DATE: _____

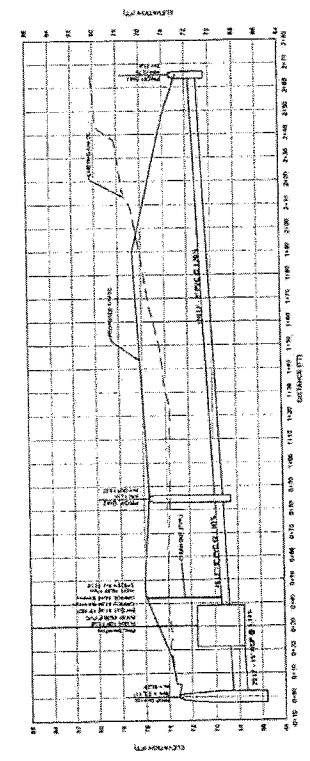
LEGEND
 PROPOSED STORM SEWER
 EXISTING STORM SEWER
 PROPERTY LINES
 EASEMENTS
 ETC.



PROPOSED OFFSITE STORM SEWER PLAN

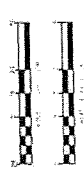


STORM SEWER SYSTEM
 PLAN SCALE 1" = 4'



STORM SEWER SYSTEM
 PROFILE SCALE 1" = 20'

OFFSITE STORM PROFILE



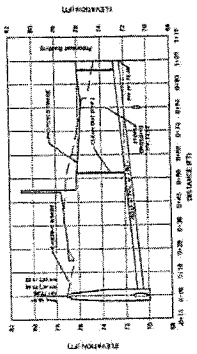
OFFSITE STORM SEWER PLAN
 & STORM SEWER PROFILES
 106 PARK AVENUE
 LOTS 7.01, 9.10, 22.02,
 22.03, & 23 BLOCK 73
 Borough of Rahon, New Jersey
 MARKS MARTINS
 ENGINEER

MARKS MARTINS ENGINEERING, INC.
 1000 ROUTE 100
 SUITE 100
 HADDONFIELD, NJ 08033
 TEL: 856-988-8800
 FAX: 856-988-8801
 WWW: WWW.MARTINS-ENR.COM

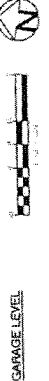
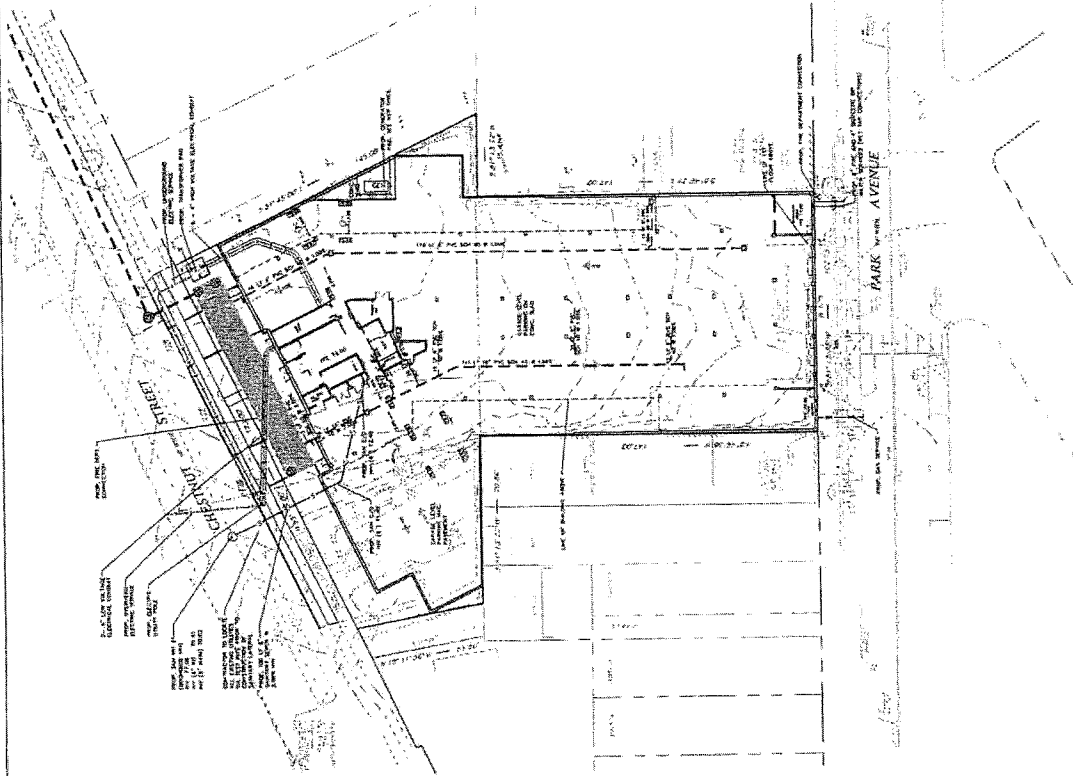
NO.	DESCRIPTION	DATE	BY	CHECKED
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2	REVISED			
3	REVISED			
4	REVISED			
5	REVISED			
6	REVISED			
7	REVISED			
8	REVISED			
9	REVISED			
10	REVISED			

SHEET NO. 1 OF 1
 DATE: 10/1/03

- LEGEND**
- 1. ALL NEW SEWER MAINS SHALL BE 12" DIA. 40' MIN. WALL THICKNESS.
 - 2. ALL NEW ROOF LEADERS SHALL BE 4" DIA.
 - 3. ALL EXISTING LEADERS SHALL BE 4" DIA.
 - 4. ALL EXISTING LEADERS SHALL BE 4" DIA.
 - 5. ALL EXISTING LEADERS SHALL BE 4" DIA.
 - 6. ALL EXISTING LEADERS SHALL BE 4" DIA.
 - 7. ALL EXISTING LEADERS SHALL BE 4" DIA.
 - 8. ALL EXISTING LEADERS SHALL BE 4" DIA.
 - 9. ALL EXISTING LEADERS SHALL BE 4" DIA.
 - 10. ALL EXISTING LEADERS SHALL BE 4" DIA.



PROPOSED SANITARY SEWER LATERAL PROFILE
VAL. TYP. 1-1



- NOTES:**
1. ALL NEW SEWER MAINS SHALL BE 12" DIA. 40' MIN. WALL THICKNESS.
 2. ALL NEW ROOF LEADERS SHALL BE 4" DIA.
 3. ALL EXISTING LEADERS SHALL BE 4" DIA.
 4. ALL EXISTING LEADERS SHALL BE 4" DIA.
 5. ALL EXISTING LEADERS SHALL BE 4" DIA.
 6. ALL EXISTING LEADERS SHALL BE 4" DIA.
 7. ALL EXISTING LEADERS SHALL BE 4" DIA.
 8. ALL EXISTING LEADERS SHALL BE 4" DIA.
 9. ALL EXISTING LEADERS SHALL BE 4" DIA.
 10. ALL EXISTING LEADERS SHALL BE 4" DIA.

FINAL FOR SEWER DESIGN

UTILITIES PLAN & PROFILE

100 PARK AVENUE
 LOTS 7, 7.01, 9, 10, 22.02,
 22.03, & 23 BLOCK 75

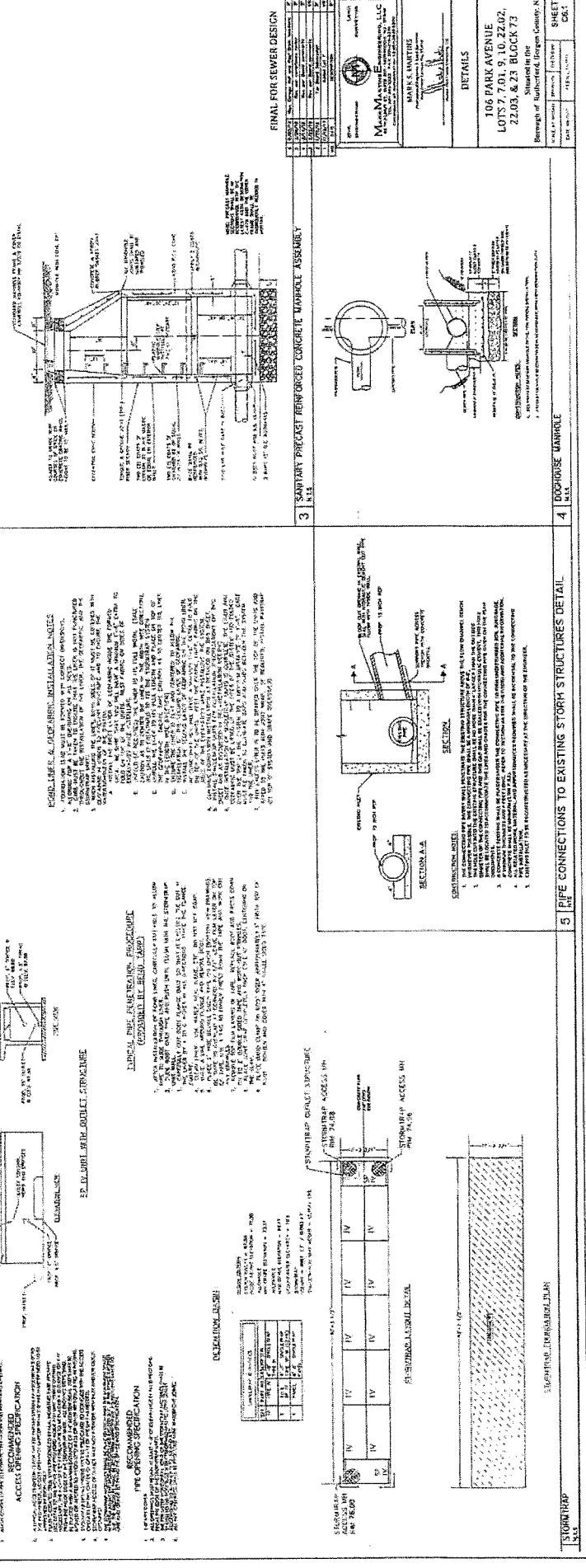
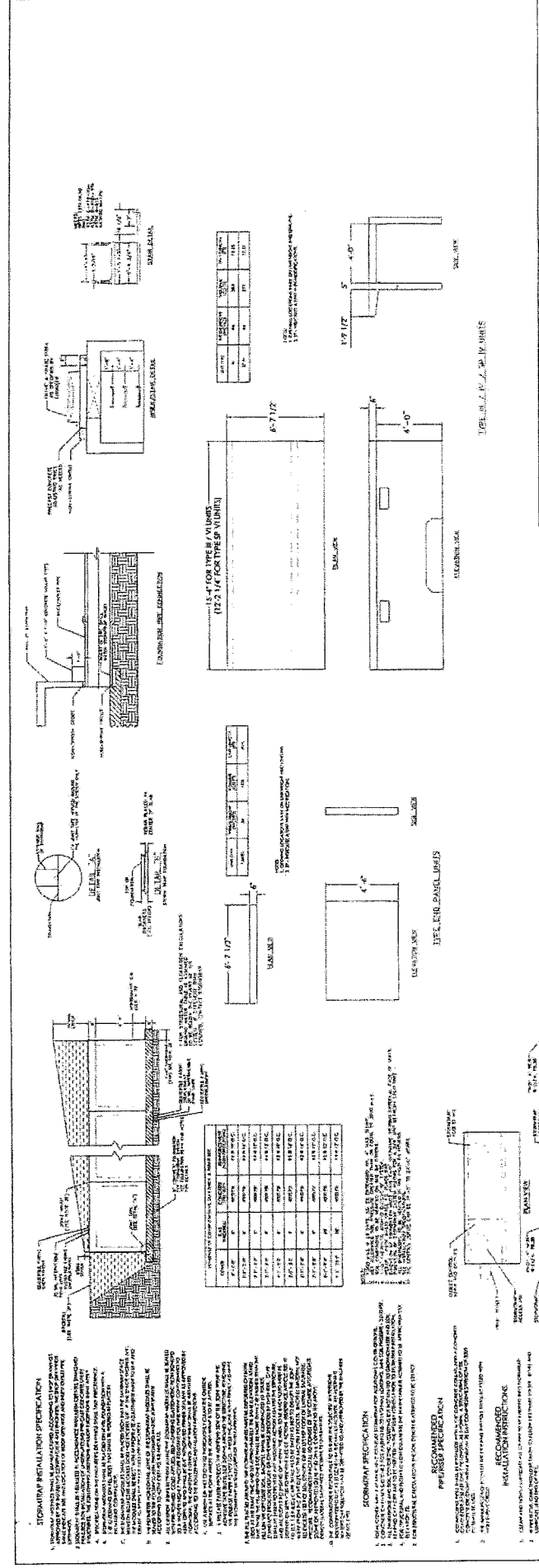
Borough of Rahonford, Ingers County, NY

MARSH'S ENGINEERING & ARCHITECTURE, P.C.
 100 PARK AVENUE
 RAHONFORD, NY 12147
 (518) 486-1234
 FAX (518) 486-1235
 WWW.MARSHS-ENG.COM

MARSH'S ENGINEERING & ARCHITECTURE, P.C.
 100 PARK AVENUE
 RAHONFORD, NY 12147
 (518) 486-1234
 FAX (518) 486-1235
 WWW.MARSHS-ENG.COM

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/11	ISSUED FOR PERMIT	MM	MM
2	10/15/11	ISSUED FOR PERMIT	MM	MM
3	10/15/11	ISSUED FOR PERMIT	MM	MM
4	10/15/11	ISSUED FOR PERMIT	MM	MM
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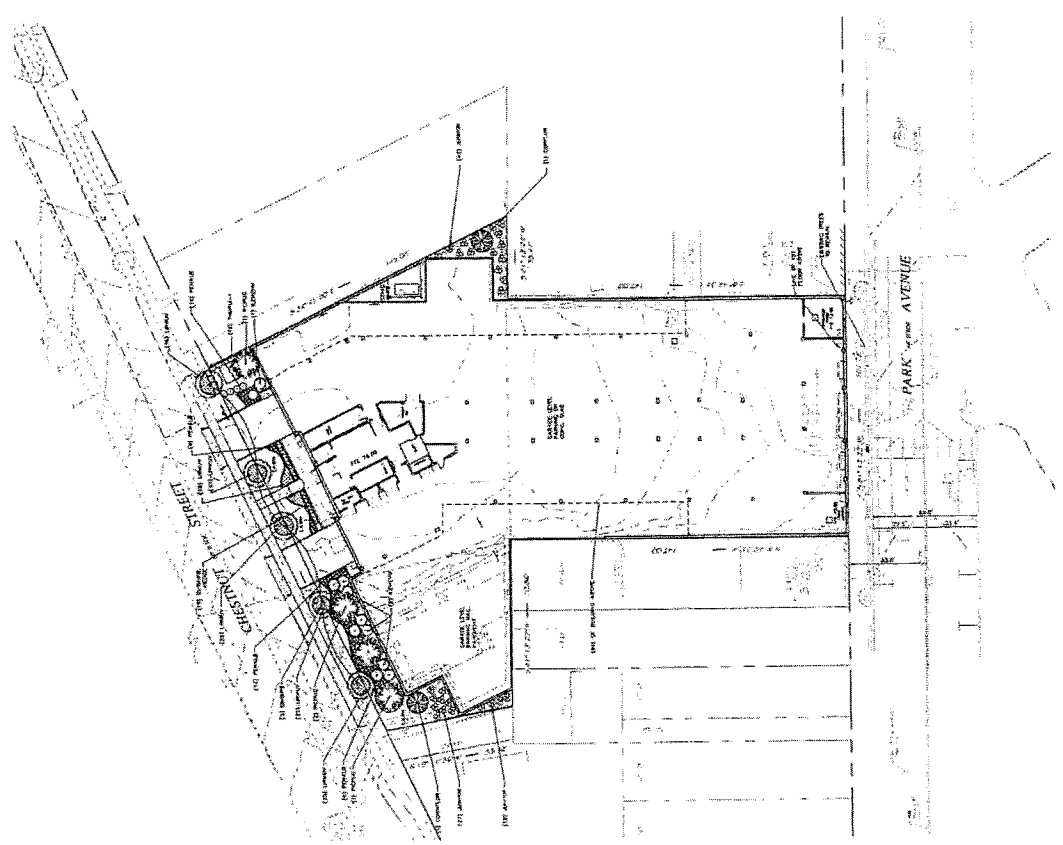
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8	10/15/11	ISSUED FOR PERMIT	MM	MM
9	10/15/11	ISSUED FOR PERMIT	MM	MM
10	10/15/11	ISSUED FOR PERMIT	MM	MM



M.A.M. ENGINEERS & ARCHITECTS, LLC
 1000 PARK AVENUE, SUITE 200
 RUTHERFORD, NJ 07070
 PHONE: (201) 984-1100
 FAX: (201) 984-1101
 www.mam-engineers.com

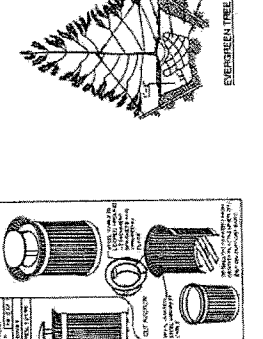
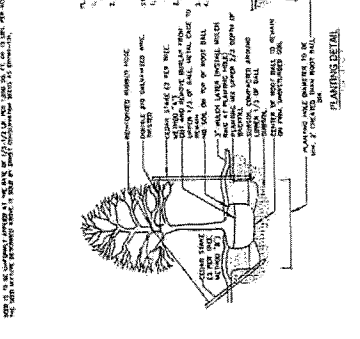
DESIGNED BY: JAMES M. MARTINS
 DATE: 08/20/12

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY	08/20/12	JMM	JMM
2	REVISION	08/20/12	JMM	JMM
3	REVISION	08/20/12	JMM	JMM
4	REVISION	08/20/12	JMM	JMM
5	REVISION	08/20/12	JMM	JMM
6	REVISION	08/20/12	JMM	JMM
7	REVISION	08/20/12	JMM	JMM
8	REVISION	08/20/12	JMM	JMM
9	REVISION	08/20/12	JMM	JMM
10	REVISION	08/20/12	JMM	JMM



GENERAL NOTES:

1. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
2. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
3. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
4. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
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9. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
10. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.



GENERAL LANDSCAPE NOTES:

1. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
2. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
3. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
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10. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

PLANTING DETAIL:

1. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

2. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

3. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

4. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

5. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

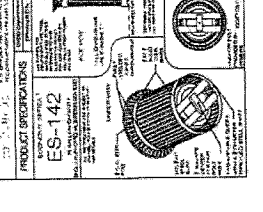
6. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

7. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

8. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

9. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

10. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.



LANDSCAPE SCHEDULE - PLANT LIST

NO.	DESCRIPTION	QTY	DATE	BY	CHKD.
1
2
3
4
5
6
7
8
9
10

NOTES:

1. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
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9. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
10. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

SOIL EROSION & SEDIMENT CONTROL PLAN

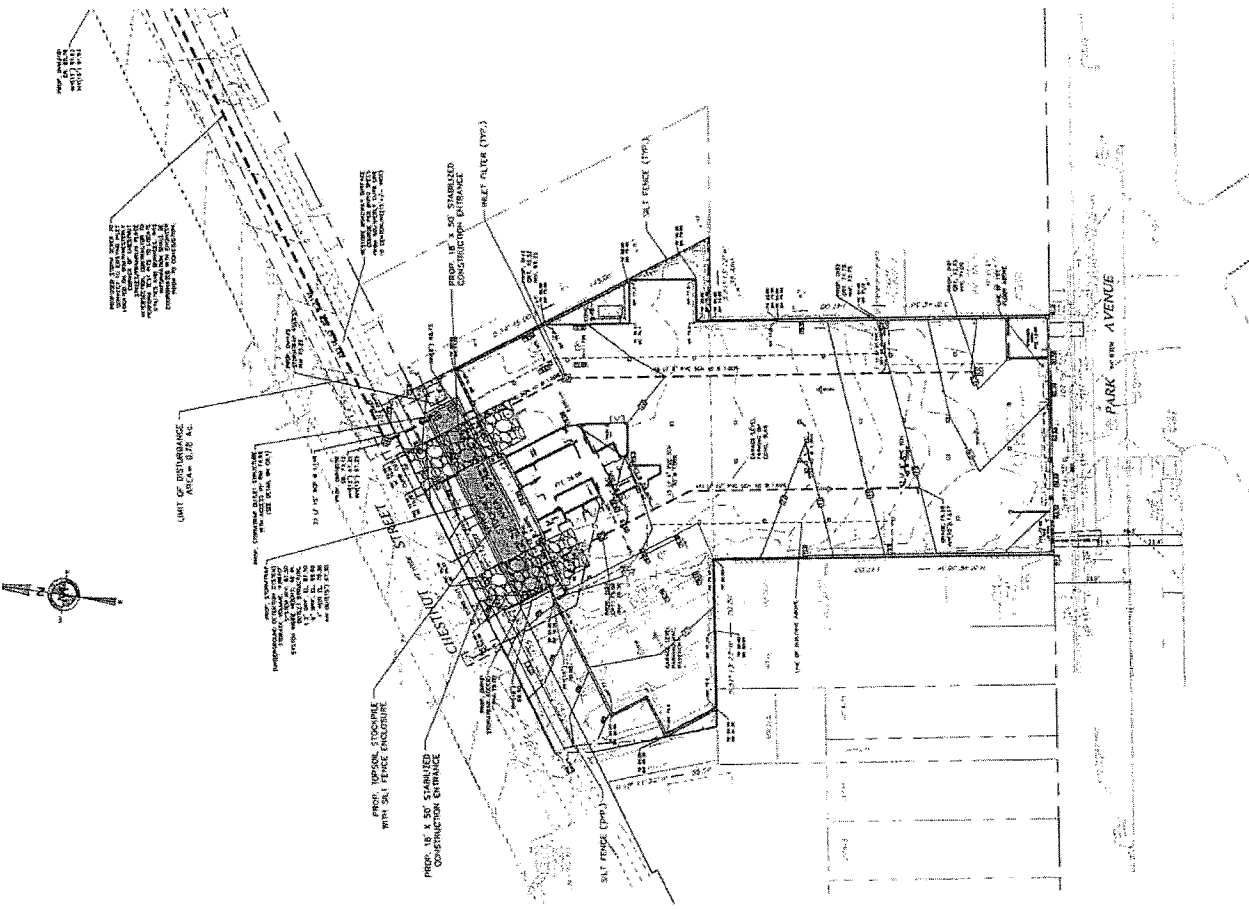
100 PARK AVENUE
 LOTS 7, 8, 9, 10, 22, 02,
 22, 03, & 23, BLOCK 73
 Situated in the
 Borough of Butlerfield, Bergen County, NJ

M. M. MARTINE & ASSOCIATES, L.L.C.
 PROFESSIONAL ENGINEERS
 100 PARK AVENUE
 BUTLERFIELD, NJ 07629
 TEL: 201-261-1111
 FAX: 201-261-1112

MARIE K. MARTINE
 LICENSED PROFESSIONAL ENGINEER
 No. 35207
 State of New Jersey

DATE: 01/15/2011
 SHEET NO. 101

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/15/2011
2	REVISED PER PERMIT	01/15/2011
3	REVISED PER PERMIT	01/15/2011
4	REVISED PER PERMIT	01/15/2011
5	REVISED PER PERMIT	01/15/2011
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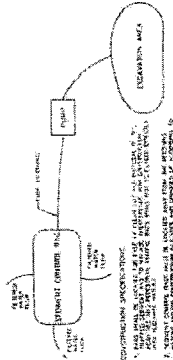


SOIL EROSION AND SEDIMENT CONTROL NOTES

1. ALL SOILS ARE TO BE PROTECTED FROM EROSION AND SEDIMENTATION DURING CONSTRUCTION AND MAINTENANCE OF THE PROJECT.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED BEFORE ANY DISTURBANCE OF SOILS OCCURS.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE THE PROGRESS OF CONSTRUCTION.
5. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.
6. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.
7. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.
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20. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.

NOTES:

1. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.
2. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.
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10. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.



SEDIMENT CONTROL BAG FOR DRIVEWAY

NOTE: COLLECTOR TO BE INSTALLED UPSTREAM OF BAG.

CONSTRUCTION SEDIMENT

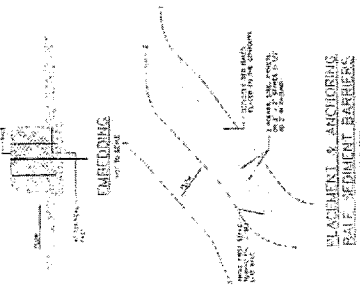
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DUST CONTROL NOTE

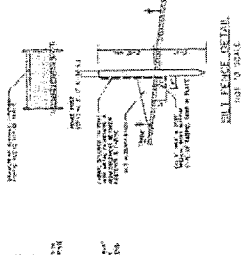
ALL ACTIVITIES THAT ARE LIKELY TO GENERATE DUST SHALL BE CONTROLLED BY THE USE OF WATER OR OTHER MEASURES AS NECESSARY TO PREVENT DUST FROM BEING DISSEMINATED TO THE ADJACENT AREAS.

SEDIMENTATION

NO.	DESCRIPTION	DATE	STATUS
1	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
2	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
3	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
4	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
5	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
6	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
7	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
8	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
9	SEDIMENTATION CONTROL MEASURES	10/10/00	OK
10	SEDIMENTATION CONTROL MEASURES	10/10/00	OK



ANCHORING BARS

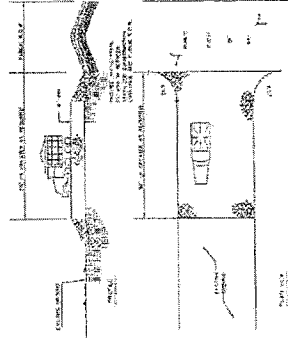


STABILIZED AREA DETAIL

NOTE: SEE SPECIFICATIONS FOR DETAILS.

EMERGENCY SITUATIONS

1. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE.
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STABILIZED AREA DETAIL

NOTE: SEE SPECIFICATIONS FOR DETAILS.

NO.	DATE	REVISION
1	10/10/00	ISSUED FOR PERMIT
2	10/10/00	REVISED PER COMMENTS
3	10/10/00	REVISED PER COMMENTS
4	10/10/00	REVISED PER COMMENTS
5	10/10/00	REVISED PER COMMENTS
6	10/10/00	REVISED PER COMMENTS
7	10/10/00	REVISED PER COMMENTS
8	10/10/00	REVISED PER COMMENTS
9	10/10/00	REVISED PER COMMENTS
10	10/10/00	REVISED PER COMMENTS

MARK'S PAVING

MARK'S PAVING, INC.
106 PARK AVENUE
LOT 7.01, 9.10, 22.02
22.03 & 23 BLOCK 73
Borough of Richardson, Bergen County, NJ

SOIL EROSION & SEDIMENT CONTROL DETAILS

DATE: 10/10/00

PROJECT: 106 PARK AVENUE, LOT 7.01, 9.10, 22.02, 22.03 & 23 BLOCK 73, BOROUGH OF RICHARDSON, BERGEN COUNTY, NJ

PREPARED BY: MARK'S PAVING, INC.

CHECKED BY: [Signature]

DATE: 10/10/00

SITE PLAN APPROVAL RESOLUTION

See attached Resolutions

BOROUGH OF RUTHERFORD
PLANNING BOARD

RESOLUTION

APPLICATION NO.: A-2015

APPLICANT AND OWNER: D&R RUTHERFORD, LLC
Property: Block 73, Lots 7.01, 9, 10, 22.02, 22.03 and 23
106 Park Avenue

**PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL
WITH VARIANCES
AND RELIEF FROM RESIDENTIAL SITE IMPROVEMENT STANDARDS**

APPLICATION APPROVED: AUGUST 20, 2015
MEMORIALIZING RESOLUTION ADOPTED: AUGUST 20, 2015

WHEREAS, D&R Rutherford, LLC (“Applicant”) originally applied to the Planning Board of the Borough of Rutherford (the “Planning Board”) for site plan approval, with a variance and design waivers to permit construction and operation of a building on the Property containing 53 residential units and 6,022 square feet of commercial space on the first floor of the building together with ancillary parking spaces; and

WHEREAS, the application was subsequently amended to seek approval for 52 residential units, 6,022 square feet of commercial space and 74 parking spaces; and

WHEREAS, the application was deemed complete and the Planning Board held public hearings on May 21, 2015, June 18, 2015, July 16, 2015, and August 20, 2015, pursuant to public notice at the Municipal Building, Rutherford, New Jersey; and

WHEREAS, the Planning Board considered the arguments of Christopher Minks, Esq., attorney for the Applicant and the testimony of Applicant’s expert witnesses Anthony Iovino, A.I.A., P.P. (“Applicant’s Architect”), Edward Russo, a principal of the Applicant, Douglas Bartels, P.E.

(“Applicant’s Engineer”) and Charles Olivo, P.E. (“Applicant’s Traffic and Parking Engineer”); and

WHEREAS, the Planning Board considered the following exhibits:

A-1	5/21/15	Application and plan set with associated materials
A-2	5/21/15	Architectural Design Presentation dated 2/23/15
A-3	5/21/15	Revised sheet A2.1 – Color rendered Site Plan dated 5/21/15
A-4	5/21/15	Applicant’s Company presentation booklet
A-5	6/18/15	Architectural Design Presentation Revised 6/18/15
A-6	6/18/15	Stonefield Engineering – Aerial Exhibit dated 5/21/15
A-7	6/18/15	Stonefield Engineering – Parking Survey Chart dated 5/21/15
A-8	7/16/15	Fence detail – brown slat fence
A-9	7/16/15	Fence detail – green slat fence
A-10	7/16/15	Sheet C4.1 Revised 7/6/15 – Offsite storm sewer plan profile
A-11	7/16/15	D. Bartels letter dated 7/8/15 with Stormwater report and submissions
A-12	7/16/15	T. Lemanowicz Review letter dated 7/16/15
A-13	7/16/15	C. Minks letter dated 7/14/15 – Applicant’s Affordable Housing Plan
A-14	8/20/15	D. Bartels letter dated 8/6/15 with submissions
A-15	8/20/15	drawing SC1 entitled “Site Cross Sections” dated 8/5/15
A-16	8/20/15	Revised Report Soils And Foundation Investigation dated 8/5/15
A-17	8/20/15	Stormwater Management Report revised 8/5/15
A-18	8/20/15	Drawing set entitled “Preliminary and Final Site Plan” original date 1/23/15 revised through 8/5/15
A-19	8/20/15	T. Lemanowicz Review Letter dated 8/15/15
A-20	8/20/15	D. Bartels letter dated 8/20/15

WHEREAS, a number of citizens rose to cross-examine Applicant’s witnesses, to wit:

Natalie Wol questioned the mix of units; the target audience for studio apartments; whether parking will be assigned; and whether the Applicant had any prior relationship with its Traffic Engineer (Applicant’s principal Edward Russo responded that at that time, approximately 10 units would be studios, there would not be assigned parking, and that the Applicant had a pre-existing relationship on three or four other projects with its Traffic Engineer); questioned how laundry services would be provided (Applicant’s Architect testified that washer/dryer units would be

stacked in each unit); and questioned whether the Siamese fire connection would have an impact on the parking (Applicant's Architect testified that it would not).

Dan Muscio questioned whether there was a parking deficiency (Applicant indicated that there was and that was the application for a variance); questioned the purpose of the door on the northerly side of the building (Applicant's Engineer testified it was to allow access for maintenance to the grass on that side of the building); and questioned how many parking spaces per bedroom were proposed (Applicant's Traffic and Parking Engineer testified that the ratio is 1.19).

Vinnie Laborim questioned whether the Applicant attempted to purchase adjacent property to alleviate the variance (Applicant's principal testified that they did, but have not been able to reach an accommodation); questioned the anticipated rents (Applicant's principal testified that the studio rent is projected at approximately \$1,400 to \$1,500 per month, the one bedroom apartment rental is projected at approximately \$2,000 per month and the two bedroom apartment rental is projected in approximately the "mid-\$2,000 plus dollars per month); questioned whether there was any anticipated retail users (Applicant's principal testified that there was no specific tenant but that he would try to attract retailers consistent with the service oriented nature of Park Avenue, and pointed out that the proposed two commercial spaces could be further divided if tenant demand called for such a division); questioned whether there would be parking on-site for retail customers (Applicant's principal testified that the redevelopment plan did not require off-street parking for the commercial uses); questioned the method of garbage collection for the site (Applicant's principal testified that all tenants in the building would have access to a trash room for disposal of refuse and recycling and that the room would be emptied with a licensed hauler as frequently as needed); questioned whether parking spaces would be bundled into a lease or whether there would be

additional costs (Applicant's principal testified that the current concept would be to provide the tenant must pay extra for parking in order to keep the rents "competitive" at the same time discouraging tenants from parking outside the parking garage; the Board notes that this changed with later revisions to the Application) and Applicant's Traffic and Parking Engineer testified that the ratio of parking proposed by Applicant takes into account the Applicant's studies which showed that much of the required parking in comparable developments exceeds the actual parking demand in such developments).

Mary Ann Martinez questioned the distance between the improvements on the property caused by the development to her neighboring property (Applicant's Engineer responded that the setback was approximately .3 feet (the Board notes that this changed with later revisions to the application)); questioned the distance between the proposed development and her adjacent home (Applicant's Engineer promised to provide a clarified drawing which would make the distance clear, which drawing Applicant subsequently provided); questioned how high the proposed terraces would be above the ground (Applicant's Engineer testified that the proposed terrace would be 9 feet above the ground); questioned whether the proposed fence would provide adequate screening of the parking area from her side yard adjacent to the development (Applicant's Engineer testified that the fence would provide adequate screening because the parking area of the development would be 3 feet below grade and the fence would add an additional 6 feet of screening); questioned the effect on parking considering the Borough's no parking between 6:00 a.m. and 8:00 a.m. restriction to allow for street cleaning and asked if the street cleaning time can be adjusted (Applicant's Attorney indicated that would be within the discretion of the Borough); questioned the location of the proposed fence (Applicant's Engineer testified that the fence will run along the property line); and

questioned the timing of construction (Applicant's Engineer estimated that construction would take 9 months once construction began).

Louis Munoz questioned the adequacy of the parking at the site noting that the plan provided for 55 spaces, questioned what were the legal requirements for parking (Applicant's principal testified that 97 spaces were required under the State Residential Site Improvement Standards, noting that the number of parking spaces was 42 short (the Board notes that this parking deficiency was reduced by later revisions to the Application) but asserting that the actual demand based on specific studies show that the project has adequate parking for development of this type within the close proximity to the train station and bus stations located on Station Square); questioned the number of units which would be permitted if the Residential Site Improvement Standards were followed (Applicant's Engineer testified that approximately 40 units would be permitted), and questioned whether the Applicant could reduce the number of units to 40 in order to comply (Applicant's Attorney commented that more than 50 units were necessary in order to make the project financially feasible), questioned whether the Applicant was aware of the number of restaurants in a 2 block radius of the proposed development asking if the Applicant's studies took that intensity into account (Applicant's Traffic and Parking Engineer testified that it did).

Collin Noonington questioned whether the property would be managed by the Applicant upon completion (Applicant's principal testified that it would typically be a third party manager but that the Applicant would retain ownership); questioned what the projected lease renewal statistics were (Applicant's principal testified that in the Applicant's Lyndhurst Project 35% to 40% of the tenants renew each year and that the general market average is 40% to 50%); and questioned what would be done to facilitate car sharing (Applicant's principal testified that Applicant

would investigate car sharing programs if resident demand called for such).

Benjamin Wol questioned whether there would be any allowances for guest parking (Applicant's Engineer testified that there would be no specific allowance for guest parking but parking not reserved or assigned would be available for guests); questioned how many on-street parking spaces would be lost as a result of the project (Applicant's Engineer testified that approximately only 1 space would be lost); questioned whether there would be a loss of pervious surface (Applicant's Engineer testified that on-site detention would be provided to mitigate the effects of any loss); questioned whether restaurants would be an option in the commercial space (Applicant's Engineer testified that restaurants would be an option and that appropriate design would be in place to allow for proper venting); questioned whether the residential tenants would be provided an exercise or common room (Applicant's Engineer testified that it is not likely since it is considered a smaller building); questioned the size of the garbage and recycling area (Applicant's Engineer testified that the design was not yet complete at that time); questioned whether residents across Chestnut Street would have the ability to see into the parking garage and therefore creating a negative esthetic (Applicant's Engineer testified that Applicant would review options to prevent that; the Board notes that the garage design changed in a later revision to the Application); and questioned whether alternative existed for the location of the transformer (Applicant's Engineer testified that Applicant was awaiting information from PSE&G and will explore options and that Applicant will explore better screening around the transformer).

Julian Muscio questioned how garbage collectors would reach the trash room which, from the plan, appear to be located in the parking area under the building (Applicant's Engineer testified that the trash would be kept in a container which would be rolled out to the collection

vehicle); questioned whether the entrance to the parking garage would be opened or closed (Applicant's Engineer testified that that issue had not yet been decided); questioned whether there would be any distinction made in the parking area for compact cars in order to gain additional parking spaces (Applicant's Engineer testified that designating compact car spaces could create three additional spaces in the center aisle of the parking garage as then proposed); questioned whether noise would result from the generator (Applicant's Engineer acknowledged that noise could result if the generator was utilized, however noted that such noise would be created within the basement of the building if such generator was located in the garage area).

Kevin Klose questioned whether the height limit for Park Avenue was exceeded (Applicant's Engineer testified that the height limit was not exceeded from Chestnut Street side but requires Variance for 43.2 feet on the Park Avenue side); questioned whether the Applicant was able to create additional parking (Applicant's Engineer testified that it was not; the Board notes that additional parking was added in a later revision to the Application), and questioned the number of parking spaces required by law (Applicant's Engineer stated 97 spaces were required pursuant to RSIS).

Eileen Eastham questioned how deep the parking level would be below grade (Applicant's Engineer testified that it would be 11 feet below grade with a clear height of 8 to 8.5 feet); subsequently this has been increased to approximately 15 feet by virtue of the added lower parking level.

Eloy Martinez questioned the distance between the site and his home and the distance to the property line (Applicant's Engineer testified that a 15.5 foot distance is maintained).

Kathy Bumpass questioned whether the parking study (See Exhibit A-7) regarding the Rutherford/Kipp Avenue parking garage use data at peak use (Applicant's Traffic and Parking Engineer testified that the study was done between 11:00 a.m. and 9:00 p.m.); questioned what right the Applicant had to propose a 6 foot fence on the side of the property while many residents could not (Applicant's Attorney responded that that was a question for the Borough); questioned the location of the transformer and whether noise would come from the transformer (Applicant's Engineer testified that noise would not be generated by the transformer).

Anthony Doby questioned whether any other building on Chestnut Street met the same parking ratio that the Applicant was proposing (Applicant's Engineer testified that none did).

WHEREAS, a number of citizens testified at the public hearing, to wit:

Louis Munoz testified that he was in support of the project provided it was done correctly. He felt that the major issue was parking and that many of his customers (he operates a restaurant nearly on Park Avenue) receive parking tickets because of the inadequacy of parking in the area. He felt that parking needs to be properly addressed.

Julian Muscio testified that this proposed development was short on parking and that while he was generally in favor of it, required a parking solution.

NOW, THEREFORE, BE IT RESOLVED:

1. **Findings of Fact.** The Planning Board makes the following findings of fact on this application:

1.1 Applicant is the owner of the Property. Therefore Applicant has standing to make this application for development.

1.2 This application seeks preliminary and final site plan approval to permit

the development of the Property for multifamily residential apartments and first floor commercial space with related variances, including a parking variance/RSIS exception.

1.3 The Property contains approximately 22,325 square feet in the Maples sub-area A and 7,192 square feet in the Maples sub-area B. It is bounded by Park Avenue to the east (with adjacent commercial uses) and by Chestnut Street to the west (with adjacent residential uses). The area on Park Avenue is essentially commercial with second and third floor residential uses. The Chestnut Street area is primarily multi-family residential uses.

1.4 The Property fronts on both Park Avenue and Chestnut Street. The Property is currently vacant, provided that it is used by the owner of adjacent property for temporary access to that adjacent owner's site, which right of access is revocable by Applicant.

1.5 The Property is located in the Park Avenue Business Improvement District.

1.6 The Property is located within the Downtown Rutherford Historic District as determined by the Historic Preservation Office of the New Jersey Department of Environment Protection.

1.7 Applicant proposes to construct a four story structure on the Property; however the Park Avenue side of the Property will show three stories and the Chestnut Street side will show four. The basement level (the first floor along Chestnut Street) will consist of a parking garage. The next floor above (the first floor on Park Avenue, the second floor on Chestnut Street) will contain residential uses with two commercial spaces opening to Park Avenue. The second and third floors will contain residential units only.

1.8 The Property is located within the Maples Redevelopment area. That Plan divides the Property into a “Sub-Area A” and “Sub-Area B”. The Maples Redevelopment Plan provides that Sub-Area A is that area situated towards Park Avenue within a variable distance of 70 to 120 feet of Park Avenue as designated by the Redeveloper. Sub-Area B is the remainder of the site.

1.9 The Property, after implementation of the proposed site plan will be in compliance with the Maples Redevelopment Plan and the Borough’s site plan review ordinance and zoning ordinance except as follows:

Standard	Required	Proposed
Both		
Required Parking (Spaces)	96 (97 for 53 units)	74
Parking Space Size	9' x 19'	9' x 16' & 9' x 18'
Studio apartment Min. Floor Area (sf)	500	Varies 487-653
One (1) BR Apartment Min. Fl. Area (sf)	850	Varies 784-846
Sub Area A		
Max. Building Height (ft.)	40	43.2
Sub Area B		
Min. Rear Yard Setback (ft.)	10	0

1.10 Applicant supplied an Affordable Housing Production Plan (Exhibit A-13) which proposed 5.77 units of affordable housing, which number is compliant with the minimum required number of affordable housing units for the proposed 52 unit development pursuant to the Rutherford Affordable Housing Ordinance, Borough Code Section 51-59. Section 51-59.A(1) requires Affordable Housing at the ratio of at least one unit to be constructed for every 8 new market rate residential units proposed, or a ratio of 1:9, or 11% affordable housing units. Here, Applicant proposes 52 units divided by 9 equals a total requirement of at least 5.77 affordable units.

1.11 Applicant proposes 74 parking spaces. That results in a parking ratio of 1.423 spaces per unit. The Board recognizes that the applicable legal standards pursuant to RSIS is approximately 1.8 spaces per unit leaving a shortfall of 22 parking spaces.

1.12 The Board recognizes the concerns expressed by the citizens at the Public Hearing regarding the potential impact on neighborhood parking which would arise out of the proposed development. The Board notes, however, that the parking shortage in the area is an existing condition and that most properties in the neighborhood provide little or no onsite parking

1.13 Applicant asserts that the parking as proposed is adequate under the circumstances. Applicant asserts that the location of the Property so close to the transit stations (both railroad and bus) together with the changing pattern of parking use justifies the reduced parking. Applicant's study (see Exhibit A-7) shows that much of the parking required by the applicable legal standards as seen in several comparable multi-family developments exceeds the actual demand in such developments.

1.14 Based on the foregoing, with due recognition for the parking concerns, the Board finds that the provision of 74 parking spaces, at this location and in this type of development, is reasonable under the circumstances.

2. **Conclusions of Law.** The Board makes the following conclusions of law:

2.1 The application is in conjunction with permitted uses in the applicable zone and is in accord with the Maples Redevelopment Plan adopted by the Mayor and Council as ordinance 3077-05. The Board therefore has jurisdiction.

2.2 The use proposed in the site plan are generally consistent and compatible with the area in which the site is located.

2.3 The proposed use is a permitted use in the Maples Redevelopment Plan. Except as described in Sections 1.9 and 1.11 above, the site plan is in conformity with the Maples Redevelopment Plan and the applicable ordinances of the Borough.

2.4 As to the parking variance identified above, the Board finds:

(a) Based on the findings in Sections 1.12, 1.13 and 1.14, the Board finds that deviation will not likely have a substantial negative impact on parking in the area.

(b) The circumstances described in Section 1.12 is a common circumstance of properties in the Park Avenue Business Improvement District.

(c) Notwithstanding the foregoing, however, the application is unique in that it is a Transit Oriented Redevelopment Project in close proximity to the Rutherford Railroad station and the Station Square bus transportation node.

(d) The zone plan and zoning ordinance will not be substantially impaired by the parking variance. The additional parking burden caused by the expansion is not substantial in that the project will be providing substantially more parking than other multi-family uses in the area.

(e) The Board finds that the parking variance (a 22 space shortfall) described above would not substantially impair the intent and purpose of the Maples Redevelopment Plan, the zone plan or the zoning ordinance of the Borough and would not result in substantial detriment to the public good: provided that the conditions described in Section 5 below are imposed. The Board finds that those conditions are necessary to protect the public interest in this Application. Applicant has agreed to comply with those conditions as a requirement for this site plan approval with variance and design waivers.

(f) The Board notes that the Maples Redevelopment Plan requires compliance with the Residential Site Improvement Standards (“RSIS”). Deviations from the RSIS are called “de minimis exceptions,” although that term is misleading. Under the law, the Board may grant those “de minimis exceptions” as are reasonable and within the general intent and purpose of the RSIS if literal enforcement of the standard is impractical. The RSIS specifically provides that reducing the minimum number of parking spaces is a “de minimus exception.” As to that, the Board finds that an RSIS exception for the reduced number of parking spaces described above is reasonable, limited and not unduly burdensome to the Borough. The Board finds that the exception does not negatively impact the needs of public health and safety and is consistent with the intent of the Residential Site Improvement Standards in that the Board finds that parking for the demands caused by this development is adequately provided for. The Board finds that the deviation will have a minimal impact on existing infrastructure. Finally, the Board finds a limited potential for surrounding future development. All of the foregoing taken together support the Board’s finding that Applicant should receive the “de minimus exception” for 22 parking spaces as described in this Section 2.4.

2.5 As to the building height variance, the testimony established that the height is necessary in order to establish appropriate parapet walls to screen the mechanical equipment to be placed on the roof, all in accordance with the Maples Redevelopment Plan. The Board must weigh the deviation, i.e., 3.2 feet, against the benefits provided by that deviation. Here, the Board finds that the benefits of the deviation, i.e., the screening created by the parapet walls outweigh the minor height deviation.

2.6 As to the minimum rear yard setback for Sub Area B, the Board finds that because both Sub Area A and Sub Area B are being developed jointly with one structure, there is no rear yard. The single structure allows for a more cohesive and well-planned development. In that regard, the benefit of that single structure development outweighs any detriment caused by the absence of a yard in the Sub Area.

2.7 As to the variances relating to minimum floor area, the Board finds that the floor areas proposed by the Applicant, while not in accord with the Maples Redevelopment Plan, provide a safe living environment. Moreover, the Maples Redevelopment Plan was adopted in 2005. Testimony indicated that current development practices provide for smaller, yet habitable, apartments, especially within close proximity to transit stations as this Property is. The smaller units provide a benefit to the community by allowing additional residents to be within the Park Avenue Business Improvement District, thereby providing additional potential for economic redevelopment of that District. At the same time, the detriment caused by the smaller unit size is minimal at worst. The Board finds that the benefits of that deviation substantially outweigh any perceived detriment.

3. **Grant of Variances and Exceptions from RSIS.**

3.1 For the reasons set forth in Section 2, and provided the conditions set forth in Section 5 are followed, the Board finds that the facts and circumstances relating to this Property support the grant of the variances described in Section 2.

3.2 The Board finds no substantial detriment to the zone plan or zoning ordinance caused by any variance described in Section 2 above provided the conditions set forth in this Resolution are adopted and complied with by Applicant.

3.3 The Board therefore grants the aforementioned variances and the exceptions from the RSIS standards for parking described in Section 2.

4. **Approval of Site Plan.**

4.1 The Planning Board hereby approves the application for preliminary and final site plan approval submitted by Applicant subject to the conditions set forth in Section 5 below.

5. **Conditions.** The Variances approval in Section 3 and the Site Plan Approval in Section 4 are subject to the following conditions, each of which is deemed necessary to permit this application for development to meet the lawful requirements for variance relief and site plan approval:

5.1 **Plan Modifications and Development Requirements.** A revised site plan shall be submitted for approval of the Board Engineer which shall contain the following:

(a) Applicant shall construct and operate the subject premises with an NFPA 13 compliant sprinkler system.

(b) Applicant shall provide Fire Department connections to both the Park Avenue and Chestnut Street sides of the building.

(c) Applicant shall screen all rooftop mechanicals visible from Park Avenue or Chestnut Street, said screening to be installed on all sides of said mechanical equipment. The screen shall be a height that is equal to or no more than one foot higher than the highest part of the mechanical equipment.

(d) Applicant shall request that PSE&G provide underground service from Chestnut Street to the proposed development to avoid an overhead drop, but only if

available at reasonable or no additional cost to Applicant. Also, Applicant shall inquire as to alternative means of service to potentially avoid a ground or pad-mounted transformer.

(e) If, however, a ground or pad-mounted transformer is required and no viable financially feasible alternative is offered by PSE&G, then Applicant agrees to add additional evergreen trees and/or shrubs such as arborvitae, to screen such pad-mounted transformer. Such additional evergreen trees and/or shrubs shall be described on a landscape plan approved by the Board Engineer.

(f) Applicant shall eliminate all of the originally designed terraces from the building, which previously covered the at-grade level parking, in favor of smaller balconies, to be located on some apartments on both sides of the proposed building, as depicted on the final revised plan set and architectural renderings. Also, applicant has confirmed that no such balconies will be provided for the units located at the corners of the building along Chestnut Street.

(g) Applicant shall provide a minimum of seventy-four (74) parking spaces, as shown on the Site Plan, resulting in a parking per unit ratio of 1.42 and a parking per bedroom ratio of 1.19. Of the parking spaces provided, no more than 9 spaces shall be "compact car" spaces as described in Section 1.9 above.

(h) Applicant shall revise the lighting plan in order to eliminate light spillage onto adjacent properties, if any, or to otherwise mitigate that light spillage to conform to the applicable Borough code requirement.

(i) Applicant shall construct a chain-link fence on the proposed retaining wall with green hedge slats to be installed along the property lines on both sides of the building, said fence to be six (6) feet in height.

(j) The columns to be constructed in the garage area shall not encroach upon the adjacent drive aisles or parking spaces such that the dimensions of same change in any material extent from those depicted on the plans.

(k) Applicant shall install an emergency backup generator inside the garage area and/or in a sound attenuated and screened rooftop enclosure. The fuel source for the generator will either be a diesel or natural gas and it will be of sufficient capacity to provide power to fire alarm and emergency lighting systems, and the sump pumps in any basement level parking areas. The location and design of the generator's installation shall be approved by the Board Engineer.

(l) Applicant will comply with the applicable Borough Affordable Housing Ordinance which requires that the project provide at least 5.77 affordable housing units. Applicant shall construct five (5) affordable housing units, which shall meet the requirements of the Ordinance and N.J.A.C. 5:80-26.1 et seq. resulting in a unit mix of one (1) studio/one bedroom unit, two (2) two bedroom units, and one (1) three bedroom unit. Although the Ordinance would permit Applicant to make a payment to the Borough's affordable housing trust fund in lieu of constructing the remaining required fractional affordable housing unit less than one (.77 of a unit in this case), Applicant has instead agreed to construct a sixth (6th) affordable housing unit, exceeding the minimum required number of 5.77 affordable housing units, provided that the construction of said sixth (6th) affordable housing unit does not obligation Applicant to add another three (3) bedroom unit to the unit mix. Accordingly, Applicant shall construct a unit mix consisting of three (3) studios/one bedroom units, two (2) two bedroom units, and one (1) three bedroom unit. The Board finds that given the location and transit oriented nature of the proposed development, that same is not

a family oriented development, and additional three (3) bedroom units should not be required and would not be consistent with the anticipated tenant demographic.

(m) All utilities in the garage will be hidden beneath the ceiling and not be visible from the outside of the building.

(n) The HVAC system serving the units will be split systems and not in wall units, and that all condensers shall be located on the roof.

(o) As referenced in A-20, Applicant shall submit a description of the means and methods to control the total water discharge from the site (groundwater and rainwater) during construction, subject to the approval of the Borough Engineer. The Borough Engineer's approval of the means and methods shall be obtained prior to the issuance of a construction permit.

5.2. **Additional Approvals.** The approvals granted in this Resolution are subject to the following additional approvals:

(a) Satisfaction of the items noted and recommendations made in the Board Engineer's report dated August 15, 2015 (Exhibit A-19). As to those items in the report that call for investigation or analysis, the applicant shall perform such investigation and analysis and report the findings to the Board Engineer. Applicant shall take such action as is reasonably necessary to obtain the approval of the Board Engineer. As to those items which call for the approval of others, such approvals shall be obtained.

(b) Approval of the Rutherford Downtown Partnership of all aspects of this application within its jurisdiction.

(c) Approvals of all other government agencies and utilities having jurisdiction over any aspect of the site plan including but not limited to NJDEP treatment works

approval of the sanitary sewer connection, if required by law. Applicant shall provide to the Board and to the Board Engineer copies of all correspondence documents or other tangible things exchanged between Applicant and any other government agency or utility having jurisdiction over any aspect of the site plan.

(d) The project as developed shall conform to the site plan submitted to the Board as Exhibit A-2 and as approved and modified pursuant to Section 5.1.

(e) Approval of the Construction Department as to all signs on the Property. No approval for any sign is granted by this Resolution

5.3 **Operational Restrictions.** The operations on the Property shall comply with the following:

(a) In accord with Applicant's representation to the Board, all garbage and recycling collection will be handled by a private hauler and that residents of the building will use the trash receptacle room and compactor to be located within the garage areas depicted on the applicable plans.

(b) Applicant has agreed that the property will be managed by a property management company and that the property may utilize the services of an onsite super or property manager, which may or may not be a full-time onsite position.

(c) Applicant has agreed that each apartment shall include one (1) parking space within its base rent, which shall be located within the onsite parking and which shall be, for clarity, made available to residents on either a reserved or first-come, first-served basis.

5.4 **Procedural Conditions.**

(a) Deposit of the appropriate amounts into escrow and payment of

requisite application fees pursuant to the applicable ordinances.

(b) The Board retains jurisdiction to determine any dispute regarding this resolution.


Dated: August 20, 2015

ATTEST:



Mary Ellen Sartori, Secretary

APPROVED:



Richard Doren, Chairman

BOROUGH OF RUTHERFORD
PLANNING BOARD

RESOLUTION

APPLICATION NO.:

APPLICANT AND OWNER: VANGO HOLDINGS RUTHERFORD, LLC
Property: Block 73, Lots 7, 7.01, 9, 10, 22.02, 22.03 and 23
106 Park Avenue and Chestnut Street

AMENDED SITE PLAN APPROVAL
WITH VARIANCES, SITE DESIGN WAIVERS
AND RELIEF FROM RESIDENTIAL SITE IMPROVEMENT STANDARDS

APPLICATION APPROVED: MARCH 15, 2018
MEMORIALIZING RESOLUTION ADOPTED: MARCH 15, 2018

WHEREAS, on August 20, 2015, the Planning Board of the Borough of Rutherford (the "Planning Board") adopted a Resolution granting preliminary and final major site plan approval with variances and relief from the Residential Site Improvement Standards ("RSIS") and subject to conditions to D&R Rutherford, LLC for the property known as Block 73, Lots 7.01, 9, 10, 22.02, 22.03 and 23 (commonly known as 106 Park Avenue, 131 Chestnut Street and 114 Park Avenue) to permit the construction of a mixed-use project consisting of 52 residential units, 6,022 square feet of commercial space and 74 parking spaces; and

WHEREAS, D&R Rutherford, LLC subsequently conveyed title to the Property to Vango Holdings Rutherford, LLC (the "Current Applicant"); and

WHEREAS, Current Applicant subsequently acquired title to adjacent property at 137 Chestnut Street (Block 73, Lot 7) and proposed to incorporate Lot 7 into the project; and

WHEREAS, Current Applicant has applied to the Planning Board for Amended Site Plan Approval with variances, site design waivers and relief from the Residential Site Improvement Standards (“RSIS”) to include Lot 7 in the project and make other changes (the “Amended Application”); and

WHEREAS, the Amended Application sought approval of changes from the original Site Plan approved in the Initial Resolution including:

- Inclusion of Lot 7 into the project
- Removed 1,075 square feet of commercial space, and replaced it with amenities for the residents, consisting of a gym, community room, and leasing office;
- Amended the previously approved façade;
- Removed the balconies;
- Utilized the additional lot area provided by Lot 7 (137 Chestnut Street) in order to remove the need for a two-level parking garage (total parking to remain at 74 units, as previously approved) and change it to a single level underground lot to reduce the cost, groundwater management cost, and onsite soil removal and trucking impacts;
- Increased landscaping in front of the building on the Chestnut Street frontage;
- Provided six tandem spaces (i.e. 3 stacked spaces for two cars each) in the parking area;
- Construct a masonry wall on both sides of the building on the Chestnut Street frontage;
- Increased the wall height which screens the ground level parking under the building;
- Compliance with any affordable housing obligations required by the Redeveloper’s Agreement with the Borough of Rutherford;
- Add outdoor emergency generator in the east side yard;
- Add a new surface parking lot and associated site lighting on Lot 7;

- Revised the site landscaping plan which is generally consistent with the originally approved plan;
- Amended the Grading and Drainage Plan due to the changes to the underground parking lot and the corresponding site grading and stormwater management system

; and

WHEREAS, the Amended Application was deemed complete and the Planning Board held a public hearing on February 15, 2018, pursuant to public notice at the Municipal Building, Rutherford, New Jersey; and

WHEREAS, the Planning Board considered the arguments of Danielle Lamake, Esq., attorney for the Applicant and the testimony of Applicant’s expert witnesses Russell Bodnar, R.A., (“Applicant’s Architect”), Mark Martins, P.E. (“Applicant’s Engineer”) and Anthony Garrett, P.P. (“Applicant’s Planner”) and the comments of the Board’s Engineer/Planner; and

WHEREAS, the Planning Board considered the following exhibits:

Number	Description
A1	Site Plan Sheet C1 to C10
A2	Engineer/Planner Report by T&M dated February 14, 2018
A3	Enlarged rendering of Park Avenue
A4	Enlarged photo of Chestnut Street view of the site
A5	Architectural Drawings Page Z-1 to Z-7
A6	Enlarged rendering of Chestnut Street
A7	Enlarged rendering of Chestnut Street
A8	Enlarged photo – overhead view

WHEREAS, a number of citizens rose to question Applicant’s witnesses and/or make statements to the Planning Board, to wit:

Lea Germann of 120 Chestnut Street, Rutherford testified that she is an owner of a nearby condominium unit. She questioned whether the project would be condominium sales or leased units.

She was informed that they would be leased units only. She questioned whether there would be a loss of 2 on-street parking spaces and questioned whether the driveway exits could be redesigned to save spaces. The Applicant indicated that it would look at that; however the Applicant's Engineer pointed out that the removal of the driveway on Lot 7 and incorporation of that property into the project site would result in gaining 1 on-street parking space. She also questioned where the tandem parking spaces would be and was told they would be inside the garage. She also questioned whether there would be outdoor recreational space and was told that there would not. She questioned the purpose of the bathroom in the community room and was told that it would be for tenants only. She questioned the height of the cornices and whether they would create a snow or ice hazard. She was assured by the Applicant's Engineer that the tops of the cornices are required by law to slope inward to avoid just that hazard. She questioned whether any parking would be available for others or whether it was only for tenants. She was told that the parking was only for tenants. She questioned whether the proposed concrete walls on the garage area could be raised so as to make the proposed chain link fence moot. She also supported a one-way traffic circulation in the parking area. Finally, she testified that the revised façade design as proposed would be aesthetically pleasing.

Jennifer Darby, 56 Park Avenue, Rutherford testified that she is both a business owner and a resident. She testified that she thought the façade design was aesthetically pleasing and that the project should move forward in order to fill the otherwise vacant space along Park Avenue.

Not other citizens sought to be heard on this application.

NOW, THEREFORE, BE IT RESOLVED:

1. **Findings of Fact.** The Planning Board makes the following findings of fact on this application:

1.1 Current Applicant is the owner of the Property and therefore has standing to make this application for development.

1.2 This application seeks to amend the site plan approval granted in the Initial Resolution as described in the preamble.

1.3 Since the Initial Resolution the Current Applicant acquired title to the Property adjacent to the site described in the Initial Resolution, to wit, Block 73, Lot 7 (137 Chestnut Street).

1.4 Current Applicant proposes to demolish the existing residence on Lot 7 and incorporate Lot 7 into the Amended Site Plan.

1.5 Current Applicant testified that the Property is now vacant and, therefore, no relocation of occupants is necessary or contemplated.

1.6 On January 23, 2018, the Maples Redevelopment Area was expanded by the Mayor and Council to add Lot 7 to that area.

1.7 The Project, after implementation of the proposed Amended Site Plan will be in compliance with the Maples Redevelopment Plan and the Borough's site plan review ordinance and zoning ordinance except as follows:

Minimum/Maximum Standard	Sub-area A (Fronting Park Ave.)		Sub-area B (Fronting Chestnut St.)	
	Required	Proposed	Required	Proposed
Minimum Rear Yard Setback (feet)	0	0	10	0(W)
Maximum Building/Structure Height (feet)	40	43.2(W)	50	49.3
Parking Aisle Width	25'	21-23'	25'	21-23'
Bumper Guards	Required	None	Required	None

W = Waiver required pursuant to the Maples Redevelopment Plan, and granted as referenced in the August 20, 2015 Planning Board approval/resolution.
Pursuant to Section 3.3.2 Waivers of the Maples Redevelopment Plan, the Planning Board may waive certain bulk, parking, or design requirements if the designated redeveloper demonstrates that such waiver will not substantially impair the intent of the redevelopment plan, and will not present a substantial detriment to the

public health, safety, and welfare.

1.8 Current Applicant proposed 5.77 units of affordable housing, which number is consistent with the previous approval for this site and compliant with the minimum required number of affordable housing units for the proposed 52 unit development pursuant to the Rutherford Affordable Housing Ordinance, Borough Code Section 51-59 in effect at the time of the Initial Resolution. Current Applicant proposed changes to the project as approved by the Initial Resolution as outlined in the preamble above. Each of those changes is beneficial to the Borough, its zone plan, the redevelopment plan and the immediate neighborhood surrounding the property. The changes do not increase the number of units approved or the affordable housing obligation of the Borough.

1.9 It is contemplated that the Borough and Current Applicant shall enter into a Redeveloper's Agreement which will, inter alia, assure that the Current Applicant contributes its fair share to the satisfaction of the Borough's affordable housing obligation. Therefore, Current Applicant agreed to comply with any affordable housing obligations required by the Borough of Rutherford in the Redeveloper's Agreement.

1.10 The Amended Site Plan proposes 74 parking spaces, the same number approved in the Initial Resolution. The Board recognizes that the applicable legal standards established by RSIS continues leaving a shortfall of 22 parking spaces which was previously approved by the Planning Board.

1.11 Applicant proposes 3 sets of tandem parking spaces which is a change from the Site Plan approved by the Initial Resolution. Applicant asserts that the detriment, if any, related to the tandem parking spaces will be alleviated by assigning each set of tandem parking

spaces to a 2 bedroom unit.

1.12 The Board finds that assignment of the tandem parking spaces as proposed will provide safe and efficient parking and circulation in the parking area.

1.13 The Board finds that the proposed redesign of the parking layout on this Property, especially the elimination of the existing curb cut for the driveway on Lot 7 as well as the narrowing of the proposed curb cuts for this project resulting from the proposed one-way circulation (see Sections 5.2(e) and (f) below) will help ameliorate on-street parking concerns.

1.14 Based on the foregoing, with due recognition for the parking concerns recognized in the Initial Resolution, the Board finds that the provision of 3 sets of tandem parking spaces, at this location and in this type of development, is reasonable under the circumstances.

2. **Conclusions of Law.** The Board makes the following conclusions of law:

2.1 The application is in conjunction with permitted uses in the applicable zone and is in accord with the Maples Redevelopment Plan adopted by the Mayor and Council. The Board therefore has jurisdiction.

2.2 The use proposed in the Amended Site Plan is generally consistent and compatible with the area in which the site is located and is a permitted use in the Maples Redevelopment Plan, as amended. Except as described in Section 1.7 above, the site plan is in conformity with the Maples Redevelopment Plan and the applicable ordinances of the Borough.

2.3 As to the tandem parking variance identified above, the Board finds:

(a) Based on the findings in the Initial Resolution and Sections 1.10, 1.11, 1.12, 1.13 and 1.14 above, the Board finds that deviation will not have a substantial negative impact on parking in the area. Moreover, the Board finds that the tandem parking will

provide a benefit to the Borough in that it provides for more off-street parking and any detriment would be ameliorated by specific assignment of each tandem stack to a two-bedroom apartment.

(b) The zone plan and zoning ordinance will not be substantially impaired by the proposed Amended Site Plan. No additional parking burden will be caused by Amended Site Plan provided that the conditions described in Section 5 below are imposed. The Board finds that those conditions are necessary to protect the public interest in this Application. Applicant has agreed to comply with those conditions as a requirement for this site plan approval with variance and design waivers. Therefore, the Board finds that the benefits to the Borough from the tandem parking outweigh any detriment, if those conditions are imposed.

(c) For the reasons set forth in the Initial Resolution, the Board reaffirms the grant of the “de minimis exceptions” from the Residential Site Improvement Standards (“RSIS”).

2.4 As to the building height variance, the testimony established that the height is necessary in order to establish appropriate parapet walls to screen the mechanical equipment to be placed on the roof, all in accordance with the Maples Redevelopment Plan. The Board must weigh the deviation against the benefits provided by that deviation. Here, the Board finds that the benefits of the deviation, i.e., the screening created by the parapet walls outweigh the minor height deviation.

2.5 As to the minimum rear yard setback for Sub Area B, the Board finds that because both Sub Area A and Sub Area B are being developed jointly with one structure, there is no rear yard. The single structure allows for a more cohesive and well-planned development. In that regard, the benefit of that single structure development outweighs any detriment caused by the

absence of a yard in the Sub Area.

2.6 As to the other deviations from the Maples Redevelopment Plan, or the Rutherford Code or RSIS approved by the Initial Resolution, the Board reaffirms those approvals for the reasons set forth in the Initial Resolution.

2.7 For the reasons set forth in Sections 1.8 and 1.9 above, the Planning Board grants a waiver of strict compliance with section 51-59 of the Borough Code, but only to the extent provided in the Redeveloper's Agreement described in those sections.

3. **Grant of Variances, Waivers and Exceptions from RSIS.**

3.1 For the reasons set forth in Section 2, and provided the conditions set forth in Section 5 are followed, the Board finds that the facts and circumstances relating to this Property support the grant of the variances, waivers and RSIS exceptions described in Section 2.

3.2 The Board finds no substantial detriment to the zone plan or zoning ordinance caused by any deviation described in Section 2 above provided the conditions set forth in this Resolution are adopted and complied with by Applicant.

3.3 The Board therefore grants the aforementioned variances, waivers and the exceptions from the RSIS standards for parking described in Section 2.

4. **Approval of Amended Site Plan.**

4.1 The Planning Board hereby approves the application for amended site plan submitted by Applicant subject to the conditions set forth in Section 5 below.

5. **Conditions.** The deviations approved in Section 3 and the Amended Site Plan approved in Section 4 are subject to the following conditions, each of which is deemed necessary to permit this application for development to meet the lawful requirements for variance relief and site

plan approval:

5.1 **Incorporation of Initial Resolution.** All the terms and conditions contained in the Initial Resolution and incorporated into this Resolution by reference. Except as modified by this Resolution, the Initial Resolution, including all conditions thereto, shall continue in full force and effect.

5.2 **Plan Modifications and Development Requirements.** In addition to the conditions set forth in the Initial Resolution, Applicant shall:

(a) Revise the Amended Site Plan to increase the height of the proposed retaining wall and remove the chain link fence described on the Amended Site Plan.

(b) Revise the Amended Site Plan, install an emergency backup generator inside the garage area, with a natural gas fuel source, with sufficient capacity to provide power to fire alarm and emergency lighting systems, and the sump pumps in any basement level parking areas. Traffic bollards shall be placed around the emergency generator for security. The location and design of the generator's installation shall be approved by the Board Engineer. The generator shall be separated from the parking area by a 4 foot chain link fence and shall be entirely screened from the neighbors with the proposed concrete wall around the garage parking level. Access to the generator will be entirely from the garage.

(c) Applicant shall be required to enter into a Redeveloper's Agreement with the Borough of Rutherford and comply with any affordable housing obligations required by the Borough of Rutherford in the Redeveloper's Agreement, including bedroom mixes for the affordable housing units;

(d) Revise the Amended Site Plan to show that the pole light fixtures

illuminating the driveway and parking area shall be shielded to prevented glare from spilling over onto adjacent property.

(e) Revise the Amended Site Plan to show one way circulation from Chestnut Street, through the parking area, exiting back onto Chestnut Street.

(f) In view of the proposed one way circulation in the parking area, revise the Amended Site Plan to narrow the curb cuts on Chestnut Street so as to enhance available on-street parking.

(g) Applicant to confirm in a writing reasonably satisfactory to the Board Planner and Board Attorney that the residence on lot 7 is unoccupied. If such residence is occupied Applicant shall provide all relocation services and benefits to which the occupants are entitled according to law.

5.3 **Additional Approvals.** The approvals granted in this Resolution are subject to the following additional approvals:

(a) Satisfaction of the items noted and recommendations made in the Board Engineer/Planner's report dated February 14, 2018 (Exhibit items 8 through 15 and the "Additional Planning comments "A", "B" and "E" in that report. As to those items in the report that call for investigation or analysis, the applicant shall perform such investigation and analysis and report the findings to the Board Engineer. Applicant shall take such action as is reasonably necessary to obtain the approval of the Board Engineer. As to those items which call for the approval of others, such approvals shall be obtained.

(b) Approval of the Zoning Officer, after review by the Rutherford Streetscape Advisory Committee, of all aspects of this application within its jurisdiction pursuant to

Section 131-7.E of the Borough Code.

(c) Approvals of all other government agencies and utilities having jurisdiction over any aspect of the site plan including but not limited to (i) Bergen County Soil Conservation Districts; (ii) Bergen County Planning Board; (iii) County of Bergen re: Park Avenue Road Opening Permit; and (iv) NJDEP treatment works approval of the sanitary sewer connection, if required by law.

(d) Applicant shall provide approvals or letters of no interest from the Rutherford Fire Official, New Jersey Natural Gas and all other agencies and public utilities having jurisdiction.

(e) Applicant shall provide to the Board and to the Board Engineer copies of all correspondence documents or other tangible things exchanged between Applicant and any other government agency or utility having jurisdiction over any aspect of the site plan.

(f) The project as developed shall conform to the Amended Site Plan submitted to the Board as Exhibit A-2 and as approved and modified pursuant to this Resolution.

(g) Approval of the Construction Department as to all signs on the Property which shall conform to all applicable codes and ordinances. No variance or waiver approval for any sign is granted by this Resolution.

(h) Applicant shall submit a snow removal plan for the approval of the Board subject to comments from the Rutherford Police Department, Rutherford Department of Public Works and Rutherford Fire Department. The snow removal plan may be required to include trucking the snow off-site if no other safe and feasible alternative is reasonably available.

Compliance with the approved snow management plan shall be a condition of approval.

5.4 **Operational Restrictions.** The operations on the Property shall comply with the following:

(a) In accord with Applicant's representation to the Board, all garbage and recycling collection will be handled by a private hauler and that residents of the building will use the trash receptacle room and compactor to be located within the garage areas shown on the Amended Site Plan.

(b) The property will be managed by a property management company and that the property may utilize the services of an onsite superintendant or property manager, which may or may not be a full-time onsite position.

(c) Each apartment shall include at least one (1) parking space within its base rent, which shall be located within the onsite parking; provided that at least 3 of the multi-bedroom apartments shall be assigned to the 3 tandem parking spaces. For clarity, any unused parking spaces may be made available to residents on a reserved or first-come, first-served basis.

(d) Each pair of tandem spaces shall be assigned to a multi-bedroom apartment within the project.

(e) The project shall comply with the approved snow removal plan.

(f) Consistent with Applicant's representation to the Planning Board, Applicant shall contract with a private solid waste disposal contractor to remove solid waste and recycling from the project site. The pick-up scheduled for solid waste and recyclables from the project site shall be subject to the approval of the Superintendent of the Department of Public Works to coordinate the pick-up scheduled with the Department of Public Works pick-up schedule for other

properties along Chestnut Street and to avoid unnecessary interference with traffic and traffic safety along Chestnut Street.

5.5 **Procedural Conditions.**

(a) Applicant shall deposit of the appropriate amounts into escrow and pay the requisite application fees and other charges pursuant to the applicable ordinances.

(b) Applicant shall enter into a Redeveloper's Agreement with the Borough of Rutherford in form and substance acceptable to the Borough.

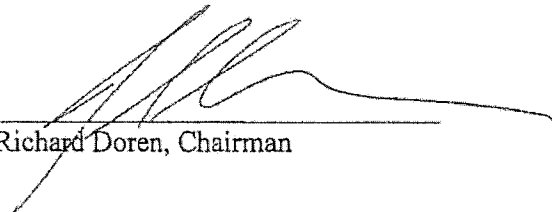
(c) Applicant shall comply with the requirements of the statewide Non-Residential Development Fee.

(d) Applicant shall execute and record a deed of lot consolidation consolidating all of the Block and Lots constituting the Property into one Lot. The form of Deed shall be approved by the Board Attorney and Board Engineer prior to recording.

(e) The Board retains jurisdiction to determine any dispute regarding this resolution.

Dated: March 15, 2018

APPROVED:



Richard Doren, Chairman

TOTAL PROJECT COST ESTIMATE

Please fill out the form included below or attach a form substantially similar in its level of detail.
This estimate must be certified by a licensed architect or engineer.

See attached Summary Budget

Summary Budget	Park Ave Project Data		
106 Park Ave			Total
Rutherford, NJ	Units		52
Last Revised: 05/11/2018	Rentable SF		44,602
	Common Area SF		11,597
	Gross SF		56,199
	Gross SF Per Unit		1,081
	Park Ave		
	Proforma Budget		
	Projected	Cost per	Cost
Description	Cost	Gross SF	Per Unit
Land	\$ 3,665,000		\$ 70,481
General Conditions	\$ 426,000		\$ 8,192
Existing Conditions	\$ 10,000		\$ 192
Concrete	\$ 1,070,200	\$ 17.67	\$ 19,100
Masonry	\$ 559,000	\$ 9.95	\$ 10,750
Metals	\$ 260,000	\$ 4.63	\$ 5,000
Wood and Plastics	\$ 1,478,800	\$ 26.31	\$ 28,438
Thermal/Moisture Protection	\$ 366,600	\$ 6.52	\$ 7,050
Openings	\$ 365,000	\$ 6.49	\$ 7,019
Finishes	\$ 740,400	\$ 13.17	\$ 14,238
Specialties	\$ 75,400	\$ 1.34	\$ 1,450
Appliances/Equipment	\$ 171,600	\$ 3.05	\$ 3,300
Furnishings	\$ 26,000	\$ 0.46	\$ 500
Conveying Equipment	\$ 306,800	\$ 5.46	\$ 5,900
Fire Protection	\$ 182,000	\$ 3.24	\$ 3,500
Plumbing	\$ 546,000	\$ 9.72	\$ 10,500
HVAC	\$ 494,000	\$ 8.79	\$ 9,500
Electical	\$ 598,000	\$ 10.64	\$ 11,500
Telecom/Data	\$ 57,200	\$ 1.02	\$ 1,100
Electronic Safety and Security	\$ 109,200.00	\$ 1.94	\$ 2,100
Earthwork	\$ 470,000.00	\$ 8.36	\$ 9,038
Exterior Improvements	\$ 130,000.00	\$ 2.31	\$ 2,500
Utilities	\$ 109,000.00	\$ 1.94	\$ 2,100
Contingency	\$ 461,260.00	\$ 8.25	\$ 8,870
Retail Allowance	\$ 311,000.00		
Soft Costs/Architecture/Engineer	\$ 312,800.00		
Permit Fees	\$ 93,600.00		
Property Management during leaseup	\$ 94,600.00		
	\$ 13,489,460.00		

Approved by: _____

Mark S. Martins, Professional Engineer

N.J. Lic. No. 35,858

COST ESTIMATE FOR EACH UNIT TYPE

Attach a summary of the estimated total costs for each unit, broken down by type of unit. This information can be presented in summary form, not at the level of detail required in Exhibit 11. However, this estimate must also be certified by a licensed architect or engineer.

\$259,412.69 per unit as detailed in the Financial Overview in Exhibit 16A

100% Recycled 80% PCW



PROJECT PRO FORMA

See attached

Profit and Loss Proforma			
Vango Holdings Rutherford LLC			
106 Park Avenue			
Rutherford, NJ			
Last Revised: 5/11/2018			
Assumptions			
Total Market Rate Units	52		
REVENUE			
Base Apartment Revenue	Annual	Per Unit	Notes
Gross Potential Rent (MR)	\$ 1,349,546	\$ 25,953	Assumes all units at 100% occupancy
NNN Retail Income	\$ 123,675	\$ -	Assumes \$25 PSF net for 4,947 SF of retail income
Parking Revenue	\$ 73,200	\$ 115	See Rent Model for assumptions
Pet Fee-Monthly	\$ 4,680	\$ 90	Assumes 15% of MR units pay pet fee of \$500
Lease Termination Fee	\$ 2,200	\$ 42	Assumes 1 per 4 quarters at 1 month of average rent (\$2,200 per month) each
Amenity Fee Revenue	\$ -	\$ -	None for project
Storage Locker Revenue	\$ -	\$ -	None for project
Late Fees	\$ 1,642	\$ 32	
Credit Check/Application Fees	\$ 5,200	\$ 100	Assumes \$100 per unit
Apartment Damage Fees	\$ -	\$ -	Included as credit under Make-Ready expense section below.
Total Potential Gross Revenue	\$ 1,560,143	\$ 26,332	
Rent Adjustments			
Vacancy Loss	\$ (46,804)	\$ (900)	Assumes 3% Vacancy
Non-Revenue Units (Model)	\$ (26,094)	\$ (502)	Assumes one 1 BR unit retained as model
Staff Discounts	\$ (26,094)	\$ (502)	Assumes 1 employee discounts: 100% of one 1 BR unit for Maintenance Manager.
Leasing Concessions	\$ (11,329)	\$ (218)	Assumes 1 month free for 25% of units assuming 45% rollover at stabilization.
Effective Gross Revenue	\$ 1,449,822	\$ 24,210	
OPERATING EXPENSES			
	Annual	Per Unit	Notes
Payroll Management			
Senior Director of Operations Salary	\$ 6,250	\$ 120	5% Allocation of \$125K salary
Director of Operations Salary	\$ -	\$ -	None for community
Operations Manager	\$ -	\$ -	None for community
Budget Performance Bonus	\$ 1,625	\$ 31	
Payroll Taxes and Employee Benefits	\$ 2,363	\$ 45	Assumes 30% fringe rate on base salaries
Uniforms	\$ 160	\$ 3	Name tags at \$40 each
Payroll Administrative Fee	\$ 1,500	\$ 29	Assumes annual processing by Paychex
Total Payroll Management	\$ 11,898	\$ 228	
Payroll Leasing			
Leasing Specialist #1 Salary	\$ 32,500	\$ 625	50% Allocation of \$55K salary, shared with another community
Leasing Specialist #2 Salary	\$ -	\$ -	None for this project
Leasing Specialist #3 Salary	\$ -	\$ -	None for this project
Occupancy Bonus	\$ 6,500	\$ 125	\$140 per unit bonus during lease-up (assumes \$15 per unit JIT bonus), and \$125 per unit for all renewals. Assume 50% annual unit turnover
Renewal Bonus	\$ 3,250	\$ 63	
Payroll Taxes and Employee Benefits	\$ 12,675	\$ 244	Assumes 30% fringe rate on base salaries
Uniforms	\$ -	\$ -	
Payroll Administrative Fee	\$ -	\$ -	Included above
Total Payroll Leasing	\$ 54,925	\$ 1,057	
Payroll Maintenance			
Director of Maintenance	\$ 6,250	\$ 120	5% Allocation of \$125K salary
Maintenance Manager Salary	\$ 72,000	\$ 1,385	100% Allocation to project
Maintenance Technician #1 Salary	\$ -	\$ -	None for this project
Maintenance Technician #2 Salary	\$ -	\$ -	None for this project
Groundskeeper/Porter	\$ -	\$ -	None for this project
Maintenance Overtime	\$ 1,200	\$ 23	\$100 per month for emergencies and snow removal in winter months

Budget Performance Budget	\$ 1,500	\$ 29	Budget assumes a quarterly bonus based on 80% of the potential; Budget assumes Lease-up Bonus at 5% MM salary upon stabilization.
Payroll Taxes and Employee Benefits	\$ 22,410	\$ 431	Assumes 30% fringe rate on base salaries
Uniforms	\$ 5,000	\$ 96	
Payroll Administrative Fee	\$ -	\$ -	Included above
Total Maintenance Payroll	\$ 108,360	\$ 2,084	
Leasing and Marketing			
Amenities Furnishings/Repairs	\$ 500	\$ 10	
Collateral/Promotional	\$ 150	\$ 3	\$150 per year for new business cards
Direct Mailings	\$ 500	\$ 10	Budget assumes two (2) E-Direct Mailers through ApartmentFinder.com at \$500 each, one in February and a second one in May.
Internet Advertising & Hosting	\$ 15,000	\$ 288	Rent.com; Apartmentguide.com, Property Solutions, etc.
Brochures & Related Expenses	\$ 2,000	\$ 38	
Broker Fees	\$ 5,654	\$ 109	Assume 1 month's rent for 5% of market rate units
Newspaper Ads	\$ -	\$ -	Not planned
Print guides	\$ -	\$ -	Not planned
Promotional	\$ 4,264	\$ 82	
Resident Events	\$ -	\$ -	Not planned
Resident Referrals	\$ 3,000	\$ 58	Budget assumes 5% of residents will receive a referral fee of \$500
Resident Retention	\$ 1,000	\$ 19	Budget \$1000 in December for Holiday Decorations
Shuttle Service	\$ -	\$ -	Not planned
Signage	\$ 1,500	\$ 29	
Social Media	\$ 4,980	\$ 96	Budget assumes the monthly cost of social media management through Design 446 of \$270 per month. Budget also assumes G5 reputation management and Google Plus optimization at \$145 per month.
Other Marketing	\$ 3,000	\$ 58	
Total Leasing and Marketing Costs	\$ 41,548	\$ 800	
Maintenance and Repairs			
Appliances/Parts/Repairs	\$ 1,800	\$ 35	Budget assumes, \$150 per month to cover costs associated with the purchase of appliance parts such as drip pans, filters, fuses, etc. Minimal expenses are anticipated during lease up due to the appliances being new.
Electrical	\$ 300	\$ 6	Budget assumes \$25 per month associated with the purchase of switch plates, photo cells & breakers, etc.
Equipment	\$ -	\$ -	
Elevator Maintenance and Repairs	\$ 4,800	\$ 92	Budget assumes \$600 per quarter per elevator for the service contract for 2 elevators
Exterior Repairs/Supplies	\$ 1,200	\$ 23	Budget assumes \$100 each month for misc. exterior repairs such as gutters, siding, etc.
Exterminating	\$ 3,000	\$ 58	Budget assumes \$200 per month for the service contract with Amco Exterminating. Budget assumes an additional \$600 once per year for bed bug treatments
Fire Extinguishers/Monitor	\$ 4,300	\$ 83	Budget assumes \$2,500 annually for the fire panel maintenance and inspection contract for the building. Budget also assumes \$150 per quarter for the alarm.
Garage Repairs	\$ 500	\$ 10	
Glass Repair	\$ 200	\$ 4	Budget assumes \$50 per quarter to cover costs associated with repairs to and/or replacement of glass & screens for all common areas and apartment homes.
HVAC Repairs and Service	\$ 2,000	\$ 38	Budget assumes \$1,500 annually for purchase of filters. Budget also assumes \$500 for the expenses associated with two (2) HVAC repairs on units that are out of warranty.
Interior Repairs/Supplies	\$ 1,500	\$ 29	Budget assumes \$250 every other month for misc. replacement and repairs.
Light Fixtures/Fans	\$ 1,500	\$ 29	Budget assumes \$250 every other month in the second year for misc. replacements and repairs.
Locksmithing	\$ 1,500	\$ 29	Budget assumes \$1,000 annually for misc lock/key needs for replacement equipment for SafLok or deadbolts in apartment doors. Budget assumes \$500 annually for the purchase of new keys.
Office/Halls/Common Areas Repairs	\$ 600	\$ 12	Budget also assumes \$50 per month to cover the cost associated with minor repairs, painting & cleaning of the common areas.
Plumbing	\$ 300	\$ 6	Budget assumes \$50 every other month for the purchase of misc. plumbing supplies.
Roofs	\$ 1,000	\$ 19	Budget assumes \$500 twice per year for misc. roof repairs.

Janitorial Contract-Common Areas	\$ 15,000	\$ 288	Budget assumes \$1,250 per month for cleaning of model and common areas.
Janitorial Supplies-Common Areas	\$ 1,200	\$ 23	Budget assumes \$100 per month for cleaning supplies
Total Maintenance and Repairs	\$ 40,700	\$ 784	
Grounds and Landscaping			
Irrigation	\$ 1,500	\$ 29	Misc. irrigation repairs
Landscape Contract	\$ 12,500	\$ 240	
Ground Supplies	\$ 1,300	\$ 25	Budget assumes \$250 for ground supplies once in March (rakes, etc.) and shovels in October. Budget also assumes \$400 the purchase of calcium and magnesium for sidewalk ince conditioning in January for the 1st quarter and also again in November.
Pool/Amenity Supplies	\$ -	\$ -	None in project
Pool Contract	\$ -	\$ -	None in project
Seasonal Flowers	\$ 5,000	\$ 96	
Snow Removal	\$ -	\$ -	Assume completed by mainteance manager, sidewalks only
Trash Removal	\$ 10,000	\$ 192	Private trash collection for all residents
Total Grounds and Landscaping	\$ 30,300	\$ 582	
Make-Ready			
Damages/Cleaning Fee	\$ (3,120)	\$ (60)	Budeget assumes \$300 in damage charges for 40% of all move outs
MR Appliances	\$ -	\$ -	
MR Carpet Cleaning	\$ -	\$ -	Budget assumes no carpet cleaning costs during lease up year one nor on-going as this will be done in-house
MR Carpet Replacement	\$ 3,099	\$ 60	Budget \$1490 for carpet replacement on 10% of all move outs
M/R Cleaning Supplies	\$ 500	\$ 10	Budget assumes \$1,000 for make ready cleaning supplies for the projected move-outs
M/R Cleaning Contract	\$ 3,120	\$ 60	Budget assumes \$150 for make ready cleaing supplies for projected move-outs.
M/R Painting Supplies	\$ 1,040	\$ 20	Budget assumes \$50 per unit for costs related to make ready painting supplies for 100% of all move outs.
M/R Painting Contract	\$ 10,400	\$ 200	Budget assumes \$500 for make ready contract painting costs for 100% of all move outs.
M/R Carpet/Floor Repairs	\$ 728	\$ 14	Budget assumes \$350 associated with make ready carpet/floor repair costs for 10% of all move outs
M/R Window Treatment Repairs	\$ 260	\$ 5	Budget assumes \$100 for costs associated with make ready window covering costs on 10% move outs
M/R Inspections and CO	\$ 1,300	\$ 25	N/A; Budget assumes a \$50 bed bug certification fee per new move-in. The fee is paid for by the resident throught the application fee. This is the net offset.
Total Make Ready	\$ 17,327	\$ 334	
Office Operations and Administrative			
Answering Service	\$ 900	\$ 17	Budget assumes 50% share of \$150 per month for answering service.
Employee Recognition	\$ -	\$ -	None
Bank/Credit Card Charges	\$ 2,124	\$ 41	Budget assumes \$47 per month in bank service charges. Budget assumes \$130 monthly for Positive Pay.
Software/Licenses	\$ 2,500	\$ 48	Yardi accounting subscription expense-unit based
IT Maintenance and Support	\$ -	\$ -	
Dues and Subscriptions	\$ 305	\$ 6	Budget assumes \$250 in February for annual magazine subscriptions for the for the fitness center. Budget also assumes \$55 in February for annual discount supplier membership fee (ex. BJ's, Costco, etc.)
Application Fees	\$ 905	\$ 17	Budget assumes a \$29 charge for each application screened during the leasing process. Budget assumes one and a half (1.5 applicants per lease. Corporate credit checks are \$70 each.
Express Mail	\$ 600	\$ 12	Budget assumes \$50 per month for overnight mail to home office, Ops Technology & bank.
Print Material	\$ -	\$ -	
Licenses/Fees/Permits	\$ 100	\$ 2	Elevator permit and inspection fees
Employee Meals and Entertainment	\$ 300	\$ 6	Budget assumes \$25 per month for meals for the team.
Office Equipment Leasing	\$ -	\$ -	None required
Office Equipment/Furniture	\$ -	\$ -	None required
Office Supplies	\$ -	\$ -	None required
Postage	\$ 300	\$ 6	Budget assumes \$25 per month for postage costs associated with mailing brochures, thank you cards & SODA letters.
Employee Recruitment	\$ -	\$ -	

Telephone and Data Fees	\$ 2,400	\$ 46	Budget assumes \$500 per month for the monthly use of the office phones, elevator phones, fire alarm monitoring & Verizon PTTs.
Training/Educational	\$ 2,500	\$ 48	
Employee Travel/Mileage	\$ 300	\$ 6	Budget assumes \$25 per month for mileage reimbursement for training classes, work related travel.
Other Admin Expense	\$ -	\$ -	Cover initial set up of IT equipment, COAH Application Fee to be moved from account.
Other Office Expense	\$ -	\$ -	Cover initial set up of IT equipment, COAH Application Fee to be moved from account.
Copy Equipment Rental	\$ -	\$ -	None, copier purchased for this project
Total Office Operations & Admin. Costs	\$ 13,234	\$ 255	
Utilities			
Utility Reimbursements	\$ (4,739)	\$ (91)	Budget assumes reimbursement income for water and sewer at 75% of the billed amounts.
Electricity-Clubhouse & Common Areas	\$ 12,000	\$ 231	Budget assumes cost for model & common area electric usage.
Electric - Vacant Apartments and Model	\$ 749	\$ 14	\$40 per vacant unit per month
Gas - Clubhouse and Common Areas	\$ 5,000	\$ 96	
Gas - Vacant Apartments and Model	\$ 2,000	\$ 38	
Water	\$ 5,304	\$ 102	Budget assumes a quarterly water bill based on a historical average of approximately \$25.50/unit.
Water-Submeter Reading Service	\$ 2,808	\$ 54	Budget assumes a monthly billing fee of \$4.50 per unit for water through Champion.
Sewer	\$ 1,014	\$ 20	Budget assumes a quarterly sewer bill at \$78/quarter based on historical usage and billings at the community.
Total Utilities Cost	\$ 24,136	\$ 464	
Security			
Electronic Security	\$ 250	\$ 5	
Total Security	\$ 250	\$ 5	
Total Controllable Expenses	\$ 342,678	\$ 6,593	
Real Estate Expenses			
Real Estate Taxes	\$ 144,982	\$ 2,788	Assumes PILOT at 10% ASC
Total Real Estate Expenses	\$ 144,982	\$ 2,788	
Insurance			
Property Liability/General Liability	\$ 30,000	\$ 577	
Total Insurance	\$ 30,000	\$ 577	
Professional Fees			
Accounting	\$ 10,000	\$ 192	Budget assumes \$10,000 for an accounting audit to be completed in the 4th Quarter
Environmental Compliance	\$ -	\$ -	None for this project
Legal Fees	\$ 1,000	\$ 19	Budget assumes \$250 per quarter for cost associated with misc. legal matters.
Legal Fees (Evictions)	\$ 2,000	\$ 38	Budget assumes \$500 per quarter for up to two (2) presumed evictions per year
Other Professional Fees	\$ -	\$ -	
Total Professional fees	\$ 13,000	\$ 249	
Property Management Fees			
PM Fees	\$ 50,743	\$ 976	Property Management Fee, 3.5% of gross revenue
Total Property Management Fees	\$ 50,743	\$ 976	
Bad Debt Expense	\$ 2,900		Assumes .2% of total collections
Total Non-Controllable Expenses	\$ 241,625	\$ 4,590	
TOTAL EXPENSES	\$ 584,303	\$ 11,183	
Expense Ratio	40.30%		
Operating Expenses PSF	\$ 1.36		
NET OPERATING INCOME	\$ 865,518		

Replacement Reserves			
Reserves	\$ 13,000	\$ 250	Appliances, HVAC Equipment, Roof, etc.
Total Replacement Reserves	\$ 13,000	\$ 250	
CASH FLOW FROM OPERATIONS	\$ 852,518		

PROJECT FINANCING PLAN

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

<i>Project Costs</i>	<i>\$ 13,489,460</i>
<i>Equity Investment</i>	<i>\$ 4,189,460</i>
<i>Construction Debt Investment</i>	<i>\$ 9,300,000 (Funded by ConnectOne Bank)</i>

PRIVATE FINANCING COMMITMENTS

Attach certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project.

The Applicant intends to finance the project utilizing a combination of institutional construction financing and equity. The Applicant has received a Commercial Construction Loan from ConnectOne Bank in the amount of \$10,000,000. See attached Commitment Letter from ConnectOne Bank dated June 8, 2017. The Applicant will fund the equity portion (approximately \$ 4,189,460) from its members.



ConnectOneBank

301 Sylvan Avenue
Englewood Cliffs, NJ 07632
P 201.816.8900
ConnectOneBank.com

June 8, 2017

Vango Holdings Rutherford, LLC

Attn: Van Golemis

1200 Avenue At Port Imperial, Apt #507

Weehawken, NJ 07086-5502

Re: *Amendment to Commitment Letter*
\$10,000,000.00 Commercial Construction Loan
106 Park Avenue, Rutherford, New Jersey 07070

Dear Mr. Golemis:

The commitment letter dated March 9, 2017 has been amended to reflect the changes:

1. The purpose of the loan (paragraph 4) shall be amended as follows:

Construction of a mixed use building (52 residential units and 6,022 square feet of retail space.)

The Bank will fund ninety six percent (96%) of Hard Costs, zero percent (0%) of Interest Carry, zero percent (0%) of Soft Costs, twenty two percent (22%) of Land Costs, zero percent (0%) of site improvement and one hundred percent (100%) of Hard Costs Contingency.

All other terms and conditions of the original commitment letter dated March 9, 2017 remain in place.

Yours truly,

Leo Faresich
Senior Vice President

Cc: Bart Mongelli, Esq.
LF/ct

EXPLANATION OF NEED FOR TAX EXEMPTION

A long term tax abatement is an essential part of the proposed development, which consists of fifty-two (52) market-rate multi-family residential units and 4,947 square feet of retail space in a single, mixed- use building. Without the requested abatement, the real estate taxes for the project would create a significant financing gap.

Please refer to the attached Exhibit 16A which provides a detailed Financial Overview for the project assuming (i) the requested abatement is approved; and (ii) full assessment of real estate taxes. A summary of the key financial metrics for the project with and without the requested PILOT is summarized below:

Item	With PILOT	Without PILOT
Total Project Cost	13,489,460	13,489,460
Effective Gross Revenue	1,449,821	1,449,821
Operating Expenses (i.e. Taxes)	584,303	584,303
Projected Real Estate Taxes/Annual Service Charges	144,982	339,737
Net Operating Income	852,518	657,763
Unlevered Return	6.36%	4.90%

The project is not economically feasible without the requested abatement and only marginally feasible with the abatement using accepted economic feasibility standards. For example, the primary financial metric used to determine whether a “project financing gap” exists for redevelopment projects that are seeking grants, tax credits, or long term tax abatements is the estimated unlevered return. If this metric is below the “market rate” of 7%-8%, a project financing gap is considered to exist by various agencies including the NJEDA when it is evaluating applications for potential tax credits including (e.g. Residential ERGG, Grow NJ, Etc.). For this project, the unlevered return with the requested abatement is only 6.36% which is considerable below the market range. Without the requested abatement, the unlevered return is less than 5%, which is well below the economic feasibility point and even below the break-even point.

The annual service charge is required to provide stabilizing tax structures to (i) attract institutional construction financing; and (ii) provide a reasonable return on unrented units as the building is being rented.

The project advances many of the objectives of the Males Rehabilitation Area Redevelopment Plan which was adopted by the Borough on January 20, 2005. For example, it will:

- *Provide opportunities for regional and neighborhood retail services;*

- *Contribute to the revitalization of the downtown area by providing additional residents in the downtown which will patronize retail establishments;*
- *Utilize high-quality design standards and quality exterior and interior finishes including brick masonry, cement board siding, composite metal paneling, hardwood floors, tile, stone countertops, and other quality finishes; and*
- *Ensure a long-term productive reuse of each of the redevelopment parcels.*

This project encompasses the entire Redevelopment Area, and the requested abatement is necessary in order for this property to be developed. Despite the Redevelopment Plan's adoption over 13 years ago, the property has remained undeveloped because of the various challenges impacting the property. These challenges include:

- *The irregular shape of the property and the approved building, which increases construction costs relative to a more conventionally shaped structure;*
- *The historic fill material on the property, which was contaminated and had to be removed from the property prior to development; and*
- *The size of the building, which is very small relative to other, luxury rental projects in the area that the project will compete with for residents. For example, many newer projects in the market area including Rutherford Station (108 units in East Rutherford), the Monarch (325 units in East Rutherford), and Liberty Terrace (120 units in East Rutherford) are significantly larger than the project and therefore have lower operating expenses per unit. Larger projects also have a competitive advantage because they offer more onsite amenities including a club room, fitness center, pool, media lounge, etc. that are not economical for smaller structures of 100 units or less.*

The requested tax abatement is essential to the project's economic feasibility and financeability. Development of the project even with the requested abatement will provide a very significant additional ratable for Borough.

Financial Overview	
106 Park Avenue	
Rutherford, NJ	
Last Revised: 5/11/18	
Return Analysis	
Studio Market Rate Units	10
1 BR Market Rate Units	33
2 BR Market Rate Units	8
3 BR Market Rate Units	1
Total Units	52
Project Cost	\$ 13,489,460
Project Cost Per Unit	\$ 259,412.69
Gross Floor Area (SF)	\$ 56,199
Project Cost Per Gross Floor Area	\$ 238.50
Market Rate Rent PSF (Studio)	\$ 2.55
Average Market Rate Monthly Rent (Studio)	\$ 1,638.00
Market Rate Rent PSF (1 BR)	\$ 2.55
Average Market Rate Monthly Rent (1BR)	\$ 2,182.00
Market Rate Rent PSF (2BR)	\$ 2.20
Average Market Rate Monthly Rent (2BR)	\$ 2,810.00
Market Rate Rent PSF (3BR)	\$ 2.20
Average Market Rate Monthly Rent (3BR)	\$ 2,995.00
Effective Gross Revenue	\$ 1,449,821.00
Operating Expenses	\$ 584,303.00
Replacement Reserves	\$ 13,000.00
Cash Flow from Operations	\$ 852,518.00
Unlevered Return Analysis	6.36%
Leveraged Return Analysis	
Term	10
Rate	4.50%
Debt Yield	7.75%
Construction Loan Amount	\$ 10,100.00
Perm Loan Amount	\$ 11,000.00
Annual Debt Service	\$ 668,825.00
DSCR at Stabilization	1.27
Cash Flow	\$ 183,693.00
Equity with Construction Debt	\$ 3,300,446.00
Equity with Permanent Debt	\$ 2,400,446.00
Cash Return on Equity with Perm Debt	7.65%
Loan to Cost	82.10%
Loan to Value	64.50%

Unit Breakdown					
Vango Holdings Rutherford LLC					
106 Park Ave					
Rutherford, NJ					
Last Revised: 5/11/2018					
	Type	Qty	Sq. Ft.	Mo. Rent per unit	Total Mo. Rent
1 Bedroom	1	15	824	\$ 2,101.20	\$ 31,518.00
33 Units	2	2	878	\$ 2,238.90	\$ 4,477.80
\$2.55 Sq. Ft.	3	2	915	\$ 2,333.25	\$ 4,666.50
	4	4	892	\$ 2,274.60	\$ 9,098.40
	5	4	884	\$ 2,254.20	\$ 9,016.80
	6	3	835	\$ 2,129.25	\$ 6,387.75
	7	3	897	\$ 2,287.35	\$ 6,862.05
Total Mo. Rent					\$ 72,027.30
	Type	Qty	Sq. Ft.	Mo. Rent per unit	Total Mo. Rent
Studio - 10	1	4	673	\$ 1,716.15	\$ 6,864.60
\$2.55 Sq. Ft.	2	3	602	\$ 1,535.10	\$ 4,605.30
	3	3	488	\$ 1,244.40	\$ 3,733.20
Total Mo. Rent					\$ 15,203.10
	Type	Qty	Sq. Ft.	Mo. Rent per unit	Total Mo. Rent
2 Bedroom - 8	A	3	1278	\$ 2,811.60	\$ 8,434.80
\$2.20 Sq. Ft.	B	3	1315	\$ 2,893.00	\$ 8,679.00
	C	2	1164	\$ 2,560.80	\$ 5,121.60
Total Mo. Rent					\$ 22,235.40
3 Bedroom - 1	A	1	1362	\$ 2,996.40	\$ 2,996.40
\$2.20 Sq. Ft.					
Total Mo. Rent					\$ 2,996.40
Total Mo. Rent					\$ 112,462.20
					Annual
Gross Potential Rent (GPR)					\$ 1,349,546.40

PROJECT SCHEDULE

1.	Applicant obtains all governmental approvals required for commencement of construction	March 2018
2.	Commencement of construction	May 2018
3.	Completion of construction	May 2019 – July 2019

See attached for a more detailed construction schedule

106 Park Ave.
Rutherford, NJ

Coll Construction

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1	100%	106 Park Ave. Construction	321 days	Wed 5/9/18	Wed 7/3/19	
2	100%	Sitework, Foundation, Superstructure	301 days	Wed 5/9/18	Wed 7/3/19	
3	100%	Site Work	301 days	Wed 5/9/18	Wed 7/3/19	
4	100%	Site Demolition (Trees, fences, etc)	3 days	Wed 5/9/18	Fri 5/11/18	
5	100%	Mass Excavation	5 days	Mon 5/14/18	Fri 5/18/18	4
6	100%	Retention Tank System	7 days	Mon 5/21/18	Tue 5/29/18	1555
7	100%	Storm Sewer Connection down Chestnut	5 days	Mon 8/27/18	Fri 8/31/18	6,16,17,8
8	100%	Sanitary Sewer Connection	2 days	Mon 8/6/18	Tue 8/7/18	6,16,17
9	100%	Onsite Storm Sewer PVC	5 days	Mon 7/23/18	Fri 7/27/18	1755+5 days
10	100%	Comeback Sitework	87 days	Tue 3/5/19	Wed 7/3/19	
11	100%	Paving of outdoor parking (Old 137 Chestnut)	5 days	Thu 6/27/19	Wed 7/3/19	125
12	100%	Paving at garage entrances off Chestnut	5 days	Tue 3/5/19	Mon 3/11/19	87
13	100%	New concrete and granite curbs, sidewalks and driveway aprons on Chestnut	15 days	Tue 3/5/19	Mon 3/25/19	87
14	100%	Concrete	82 days	Mon 5/21/18	Tue 9/11/18	
15	100%	Underpinning	15 days	Mon 5/21/18	Fri 6/8/18	5
16	100%	Footings and Foundation Walls around Prior Location of 137 Chestnut	5 days	Mon 6/11/18	Fri 6/15/18	
17	100%	Balance of Footings, and Foundation/ Retaining Walls, Elevator and Stair Pits	15 days	Mon 7/16/18	Fri 8/3/18	
18	100%	SOG Pour Poured in Stages	15 days	Mon 8/6/18	Fri 8/24/18	19
19	100%	Concrete Columns to 1st Floor	10 days	Mon 7/23/18	Fri 8/3/18	1755+5 days
20	100%	1st Floor Slab and Beams	22 days	Mon 8/6/18	Tue 9/4/18	19
21	100%	Columns to 2nd Floor	7 days	Mon 8/20/18	Tue 8/28/18	2055+10 days
22	100%	2nd Floor Slab and Beams	10 days	Wed 8/29/18	Tue 9/11/18	21

Project: 180816- 106 Park Ave.
Date: Thu 8/16/18

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

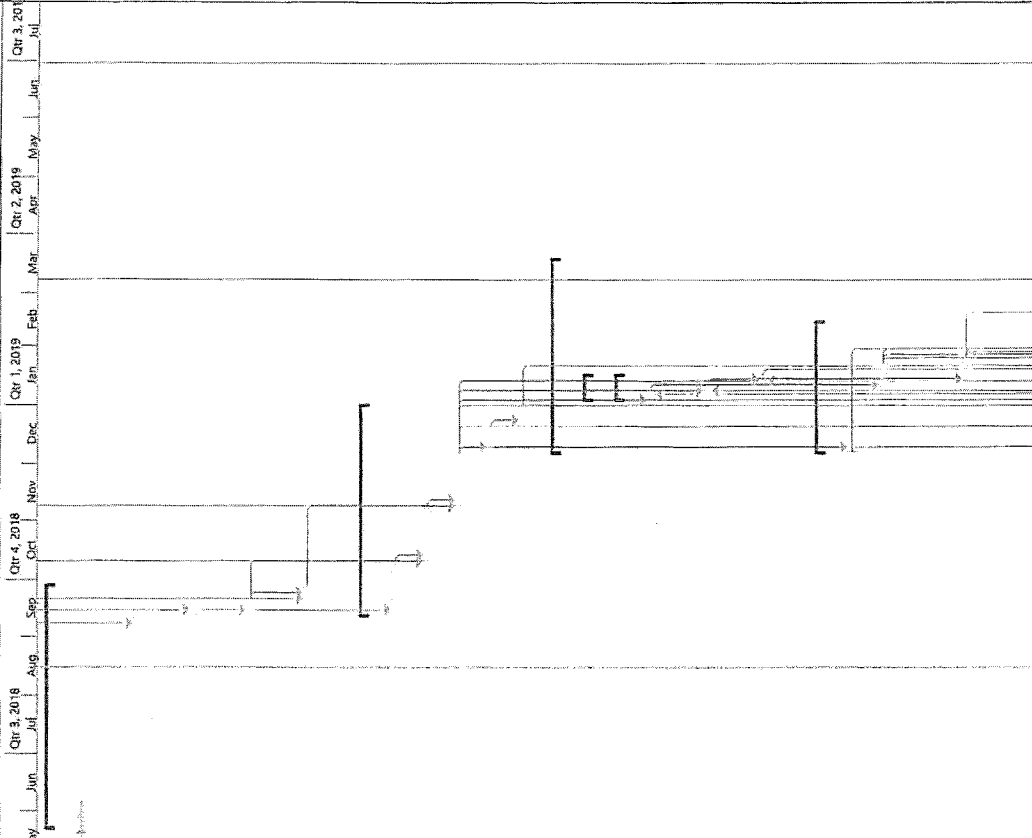
Deadline Progress Manual Progress

Page 1

106 Park Ave.
Rutherford, NJ



ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors
23	CMU	Normal	92 days	Wed 5/23/18	Thu 9/27/18	
24	Balance of Foundation/ Retaining Walls	Normal	10 days	Wed 5/23/18	Tue 6/5/18	17
25	Stair 1 + Elevator Pit from 1st Floor to Bulkhead	Normal	5 days	Wed 9/5/18	Tue 9/11/18	20
26	Stair 2 from 2nd Floor to Roof	Normal	4 days	Wed 9/12/18	Mon 9/17/18	22
27	2nd to 3rd Floor Fire/ Shear Walls	Normal	7 days	Wed 9/12/18	Thu 9/20/18	22
28	3rd Floor to Roof Fire/ Shear Walls	Normal	5 days	Fri 9/21/18	Thu 9/27/18	22,27
29	Wood Framing	Normal	79 days	Wed 9/12/18	Mon 12/31/18	
30	1st Floor	Normal	21 days	Wed 9/12/18	Wed 10/10/18	22
31	2nd Floor	Normal	21 days	Thu 10/11/18	Thu 11/8/18	22,30,27
32	3rd Floor	Normal	20 days	Fri 11/9/18	Thu 12/6/18	22,28,31
33	Sheathing	Normal	10 days	Fri 12/7/18	Thu 12/20/18	32
34	Window Installation	Normal	7 days	Fri 12/21/18	Mon 12/31/18	33
35	Roughing	Normal	72 days	Fri 12/7/18	Mon 3/18/19	
36	Drywall	Normal	9 days	Fri 1/4/19	Wed 1/16/19	
37	PreRock	Normal	9 days	Fri 1/4/19	Wed 1/16/19	
38	3rd Floor (Hallway + Bathrooms)	Normal	3 days	Fri 1/4/19	Tue 1/8/19	80,32
39	2nd Floor (Hallway + Bathrooms)	Normal	3 days	Wed 1/9/19	Fri 1/11/19	32,80,38
40	1st Floor (Hallway + Bathrooms)	Normal	3 days	Mon 1/14/19	Wed 1/16/19	32,80,39
41	Mechanical	Normal	49 days	Fri 12/7/18	Wed 2/13/19	
42	Set Roof Curbs	Normal	1 day	Fri 12/7/18	Fri 12/7/18	32
43	3rd Floor Roughing Including Dryer + Bathroom Venting and Condensate Lines	Normal	10 days	Wed 1/9/19	Tue 1/22/19	38
44	2nd Floor Roughing Including Bathroom and Dryer Venting	Normal	10 days	Mon 1/14/19	Fri 1/25/19	39



Project: 180816- 106 Park Ave.
Date: Thu 8/16/18

Task Summary: [Task Summary] [Inactive Task] [Inactive Milestone] [Inactive Summary]

Manual Task: [Manual Task] [Duration-only] [Manual Summary Rollup] [Manual Summary]

Start-only: [Start-only] [Finish-only] [External Tasks] [External Milestone]

Deadline: [Deadline] [Progress] [Manual Progress]

Page 2



106 Park Ave.
Rutherford, NJ

ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors	8	Qtr 3, 2018	Qtr 4, 2018	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019
45	1st Floor Roughing Including Bathroom and Dryer Venting	10 days	Thu 1/17/19	Wed 1/30/19	40							
46	Garage Roughing Including Horizontal Furnaces	5 days	Thu 1/31/19	Wed 2/6/19	45							
47	Install 3rd Floor Furnaces	10 days	Wed 1/23/19	Tue 2/5/19	43							
48	Install 2nd Floor Furnaces	10 days	Mon 1/28/19	Fri 2/8/19	44							
49	Install 1st Floor Furnaces	10 days	Thu 1/31/19	Wed 2/13/19	45							
50	Set and Connect Roof Top Units	10 days	Thu 1/31/19	Wed 2/13/19	42,43,44,45							
51	Plumbing	72 days	Fri 12/7/18	Mon 3/18/19								
52	Roof Drains	10 days	Fri 12/7/18	Thu 12/20/18	54,55							
53	Sanitary	37 days	Fri 12/7/18	Mon 1/28/19								
54	Sanitary Stacks + Plumbing Vents	10 days	Fri 12/7/18	Thu 12/20/18	32							
55	Rough 3rd Floor Fixtures	8 days	Fri 12/21/18	Tue 1/1/19	54							
56	Rough 2nd Floor Fixtures	8 days	Wed 1/2/19	Fri 1/11/19	54,55							
57	Rough 1st Floor Fixtures	11 days	Mon 1/14/19	Mon 1/28/19	54,56							
58	Domestic Water	22 days	Fri 12/7/18	Mon 1/7/19								
59	Rough 3rd Floor Fixtures	10 days	Fri 12/7/18	Thu 12/20/18	32							
60	Rough 2nd Floor Fixtures	7 days	Fri 12/21/18	Mon 12/31/18	32,59							
61	Rough 1st Floor Fixtures	5 days	Tue 1/1/19	Mon 1/7/19	32,60							
62	Gas	52 days	Fri 1/4/19	Mon 3/18/19								
63	Install Gas Meters	5 days	Fri 1/4/19	Thu 1/10/19	80							
64	Rough 3rd Floor	16 days	Fri 1/4/19	Fri 1/25/19	80							
65	Rough 2nd Floor	16 days	Mon 1/28/19	Mon 2/18/19	64							
66	Rough 1st Floor	12 days	Tue 2/19/19	Wed 3/6/19	65							
67	Rough Garage	8 days	Thu 3/7/19	Mon 3/18/19	66							
68	Electric	24 days	Fri 1/4/19	Wed 2/6/19								
69	Electric Meter Room Equipment and Meters	7 days	Fri 1/4/19	Mon 1/14/19	80							
70	3rd Floor Roughing	10 days	Fri 1/4/19	Thu 1/17/19	80							
71	2nd Floor Roughing	10 days	Fri 1/18/19	Thu 1/31/19	80,70							

Project: 180816- 106 Park Ave.
Date: Thu 8/16/18

Task: Split Milestone Summary

Project Summary: Inactive Task, Inactive Milestone, Inactive Summary

Manual Task: Manual Task, Duration-only, Manual Summary Rollup, Manual Summary

Start-only: Start-only, Finish-only, External Tasks, External Milestone

Deadline: Deadline, Progress, Manual Progress

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106 Park Ave.
Rutherford, NJ

ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020
72	1st Floor Roughing	Task	10 days	Tue 1/15/19	Mon 1/28/19	80,69	Jan	Feb	Mar	Apr	May
73	Garage Roughing	Task	7 days	Tue 1/29/19	Wed 2/6/19	80,72	Jan	Feb	Mar	Apr	May
74	Sprinkler	Task	31 days	Fri 1/4/19	Fri 2/15/19		Jan	Feb	Mar	Apr	May
75	Sprinkler Roughing 3rd Floor	Task	7 days	Fri 1/4/19	Mon 1/14/19	80	Jan	Feb	Mar	Apr	May
76	Sprinkler Roughing 2nd Floor	Task	7 days	Tue 1/15/19	Wed 1/23/19	75	Jan	Feb	Mar	Apr	May
77	Sprinkler Roughing 1st Floor	Task	7 days	Thu 1/24/19	Fri 2/1/19	76	Jan	Feb	Mar	Apr	May
78	Sprinkler Roughing Garage	Task	10 days	Mon 2/4/19	Fri 2/15/19	77	Jan	Feb	Mar	Apr	May
79	Roofing	Task	25 days	Fri 12/21/18	Thu 1/24/19		Dec	Jan	Feb	Mar	Apr
80	Install TPO Roof	Task	10 days	Fri 12/21/18	Thu 1/3/19	42,52,54	Dec	Jan	Feb	Mar	Apr
81	Sheet Metal Flashings	Task	15 days	Fri 1/4/19	Thu 1/24/19	80	Jan	Feb	Mar	Apr	May
82	ACM Panel Installation	Task	30 days	Tue 1/1/19	Mon 2/11/19		Jan	Feb	Mar	Apr	May
83	Park Ave	Task	15 days	Tue 1/1/19	Mon 1/21/19	34	Jan	Feb	Mar	Apr	May
84	Chestnut	Task	15 days	Tue 1/22/19	Mon 2/11/19	34,83	Jan	Feb	Mar	Apr	May
85	Brick	Task	30 days	Tue 1/22/19	Mon 3/4/19		Jan	Feb	Mar	Apr	May
86	Park Ave	Task	10 days	Tue 1/22/19	Mon 2/4/19	80,34,83	Jan	Feb	Mar	Apr	May
87	Chestnut	Task	15 days	Tue 2/12/19	Mon 3/4/19	86,80,84	Jan	Feb	Mar	Apr	May
88	Insulation	Task	38 days	Mon 1/28/19	Wed 3/20/19		Jan	Feb	Mar	Apr	May
89	3rd Floor	Task	10 days	Mon 1/28/19	Fri 2/8/19	43,55,59,64,70,75	Jan	Feb	Mar	Apr	May
90	2nd Floor	Task	10 days	Tue 2/19/19	Mon 3/4/19	44,56,60,65,71,76	Jan	Feb	Mar	Apr	May
91	1st Floor	Task	10 days	Thu 3/7/19	Wed 3/20/19	45,57,61,66,72,77	Jan	Feb	Mar	Apr	May
92	Drywall	Task	49 days	Mon 2/11/19	Thu 4/18/19		Jan	Feb	Mar	Apr	May
93	3rd Floor Drywall + Taping	Task	21 days	Mon 2/11/19	Mon 3/11/19	89	Jan	Feb	Mar	Apr	May
94	2nd Floor Drywall + Taping	Task	22 days	Tue 3/5/19	Wed 4/3/19	90	Jan	Feb	Mar	Apr	May
95	1st Floor Drywall + Taping	Task	21 days	Thu 3/21/19	Thu 4/18/19	91	Jan	Feb	Mar	Apr	May
96	Flooring	Task	56 days	Tue 3/5/19	Tue 5/21/19		Jan	Feb	Mar	Apr	May
97	LVT	Task	44 days	Thu 3/21/19	Tue 5/21/19		Jan	Feb	Mar	Apr	May
98	3rd Floor	Task	15 days	Thu 3/21/19	Wed 4/10/19	93,95,95 days,107	Jan	Feb	Mar	Apr	May
99	2nd Floor	Task	15 days	Mon 4/15/19	Fri 5/3/19	94,95,95 days,98,108	Jan	Feb	Mar	Apr	May

Project: 180816- 106 Park Ave.
Date: Thu 8/16/18

Task: Split Milestone Summary

Project Summary: Inactive Task Inactive Milestone Inactive Summary

Manual Task: Manual Summary Rollup Manual Summary Manual Summary

Start-only: Start-only Finish-only External Tasks External Milestone

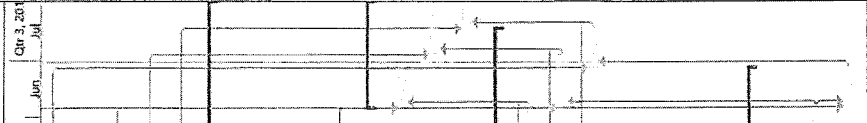
Deadline: Progress Manual Progress

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106 Park Ave.
Rutherford, NJ



ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors
100	1st Floor	Pre	12 days	Mon 5/6/19	Tue 5/21/19	95,98,99,109
101	Hallway Carpet Tile	Pre	23 days	Tue 3/5/19	Thu 4/4/19	
102	3rd Floor	Pre	3 days	Tue 3/5/19	Thu 3/7/19	115
103	2nd Floor	Pre	3 days	Tue 3/26/19	Thu 3/28/19	116
104	1st Floor	Pre	3 days	Tue 4/2/19	Thu 4/4/19	117
105	Paint	Pre	102 days	Tue 3/12/19	Wed 7/31/19	
106	Prime Coat	Pre	35 days	Tue 3/12/19	Mon 4/29/19	93
107	3rd Floor	Pre	7 days	Tue 3/12/19	Wed 3/20/19	94
108	2nd Floor	Pre	7 days	Thu 4/4/19	Fri 4/12/19	95
109	1st Floor	Pre	7 days	Fri 4/12/19	Mon 4/29/19	115,102
110	Finish Paint	Pre	40 days	Thu 6/6/19	Wed 7/31/19	116,103
111	3rd Floor	Pre	15 days	Thu 6/6/19	Wed 6/26/19	117,104
112	2nd Floor	Pre	15 days	Thu 7/4/19	Wed 7/24/19	
113	1st Floor	Pre	10 days	Thu 7/18/19	Wed 7/31/19	
114	Trimming	Pre	50 days	Thu 5/9/19	Wed 7/17/19	
115	3rd Floor	Pre	20 days	Thu 5/9/19	Wed 6/5/19	98,123
116	2nd Floor	Pre	20 days	Thu 6/6/19	Wed 7/3/19	99,124
117	1st Floor	Pre	15 days	Thu 6/27/19	Wed 7/17/19	100,125
118	Bathroom Tile	Pre	40 days	Thu 3/21/19	Wed 5/15/19	
119	3rd Floor	Pre	12 days	Thu 3/21/19	Fri 4/5/19	107
120	2nd Floor	Pre	12 days	Mon 4/15/19	Tue 4/30/19	108
121	1st Floor	Pre	12 days	Tue 4/30/19	Wed 5/15/19	109
122	Kitchen/ Vanity Installation	Pre	55 days	Thu 4/11/19	Wed 6/26/19	
123	3rd Floor	Pre	20 days	Thu 4/11/19	Wed 5/8/19	98,107
124	2nd Floor	Pre	20 days	Thu 5/9/19	Wed 6/5/19	99,108,123
125	1st Floor	Pre	15 days	Thu 6/6/19	Wed 6/26/19	100,109,124



Project: 180816- 106 Park Ave.
Date: Thu 8/16/18

Task: Split Milestone Summary

Project Summary: Inactive Task, Inactive Milestone, Inactive Summary

Manual Task: Manual Summary Rollup, Manual Summary

Start-only: Start-only, Finish-only, External Task, External Milestone

Deadline: Progress, Manual Progress

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SUMMARY OF PROJECT BENEFITS

The project will advance many of the objectives of the Redevelopment Plan as described in Exhibit 16. The plan was adopted by the Borough Mayor and Council in January 2005 and since that time, no redevelopment has been completed within the Redevelopment Area because of significant constraints, including unabated property taxes, and the small and irregular shape of the property. This project encompasses the entire Redevelopment Area and would provide the needed impetus for further investment and improvements in Rutherford's downtown especially considering its highly visible location along Park Avenue, one of the Borough's primary gateways and retail corridors.

The project will provide new rental housing, which is scarce in Borough and in demand by the market.

In addition to significant planning benefits, the project would provide significant fiscal benefits including creation of approximately forty (40) construction jobs, additional real estate taxes (as further explained in Exhibit 16 above), and various other revenues sources to the community including construction permit fees.

FORM OF FINANCIAL AGREEMENT

See attached

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter “Agreement” or “Financial Agreement”), made this ___ day of _____, 2018, by and between **PARK AVENUE URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, *N.J.S.A. 40A:20-1, et seq.* (the “Long Term Tax Exemption Law”), along with its successors and/or assigns, with offices at 1200 Avenue at Port Imperial, Apartment # 507, Weehawken, New Jersey 07086 (the “Entity”) and the **BOROUGH OF RUTHERFORD**, a municipal corporation of the State of New Jersey in the County of Bergen with offices located at 176 Park Avenue, Rutherford, New Jersey 07070 (the “Borough”, and together with the Entity, the “Parties”).

WITNESSETH:

WHEREAS, the governing body of the Borough of Rutherford (the “Borough”) is authorized to determine whether certain property located within the Borough is in need of rehabilitation or redevelopment under the New Jersey Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”); and

WHEREAS, by resolutions adopted on June 17, 2003 and June 24, 2003, the Borough designated the properties known as 131 Chestnut Street (Block 73, Lots 7.01, 9 and 10), 106 Park Avenue (Block 73, Lot 23) and 114 Park Avenue (Block 73, Lots 22.02 and 22.03) (collectively, the “Maples Rehabilitation Area”) as an area in need of rehabilitation under the Redevelopment Law; and

WHEREAS, on April 26, 2005, the Borough adopted Ordinance Number 3077-05, approving and adopting a redevelopment plan for the Maples Rehabilitation Area (the “Redevelopment Plan”); and

WHEREAS, on June 26, 2017, the Borough adopted Resolution Number 142-2017 authorizing and directing the Planning Board to undertake an investigation to determine whether the properties within the Maples Rehabilitation Area constitute an area in need of redevelopment under the Redevelopment Law; and

WHEREAS, on September 25, 2017, the Borough adopted a resolution designating Vango Holdings Rutherford, LLC (“Vango”), an affiliate of the Redeveloper, as the conditional redeveloper of the Maples Rehabilitation Area, subject to the successful negotiation of a redevelopment agreement; and

WHEREAS, on December 11, 2017, the Borough adopted Resolution Number 253-2017, authorizing and directing the Planning Board to undertake an investigation to determine whether the property known as 137 Chestnut Street, Block 73, Lot 7 (the “Additional Parcel” and, together with the Maples Rehabilitation Area, the “Project Area”, as more particularly described in **Exhibit A** annexed hereto) also constitutes an area in need of redevelopment under the Redevelopment Law; and

WHEREAS, on January 18, 2018, the Planning Board conducted a public hearing and thereafter recommended that the Borough Council designate the Maples Rehabilitation Area and the Additional Parcel as an area in need of redevelopment, and that the Borough amend the Redevelopment Plan to apply thereto; and

WHEREAS, on January 23, 2018, the Borough adopted a resolution designating the Project Area as a non-condemnation area in need of redevelopment; and

WHEREAS, on February 5, 2018, the Planning Board conducted a review of the proposed amendment to the Redevelopment Plan and adopted a Resolution memorializing its recommendations regarding the proposed amendments to the Redevelopment Plan, including additional amendments regarding certain accessory uses for Sub Areas A and B and certain prohibited uses in Sub Area B in the Redevelopment Plan; and

WHEREAS, on February 12, 2018, the Borough adopted an ordinance approving amendments to the Redevelopment Plan to modify the references therein to the underlying designation of the area as an “area in need of redevelopment”, rather than “area in need of rehabilitation”, and to expand the Redevelopment Plan to also apply to Block 73, Lot 7, and other related matters, including the additional amendments recommended by the Planning Board; and

WHEREAS, on May 9, 2018, the Borough and the Entity entered into that certain redevelopment agreement (the “Redevelopment Agreement”), pursuant to which the Entity agreed to redevelop the Project Area by constructing thereon a project consisting of 52 residential units (the “Residential Component”) and approximately 4,947 square feet of retail space (the “Retail Component and, together with the Residential Component, the “Project”); and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Long Term Tax Exemption Law, the Borough is authorized to provide for a tax exemption within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Borough will enter into this Agreement with the Entity governing the payments made to the Borough in lieu of taxes on the Project pursuant to the Long Term Tax Exemption Law; and

WHEREAS, in accordance with the Long Term Tax Exemption Law, the Entity filed an application, which is incorporated herein by reference (the “Application”), with the Borough for approval of a long term tax exemption for the Improvements (as defined herein); and

WHEREAS, upon review of the Application and the Project, the Borough has made the following findings:

A. Relative Benefits of the Project:

The Project will provide the Project Area, which is currently underutilized, with new housing and retail opportunities, which will generate revenues and create jobs. The undertaking of the Project will also help the Borough satisfy its constitutional obligation because the Entity will make a payment to the Borough, described in more detail in the Redevelopment Agreement, which the Borough will use to providing housing opportunities for households of low and/or moderate income. The Project is expected to produce approximately ____ construction jobs and approximately __ permanent jobs.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The Entity is making a significant equity contribution toward the cost of the Project. In order to improve the economic viability of the development of the Project, the Borough has agreed to provide the tax exemption for the Project pursuant to this Agreement. The stability and predictability of the Annual Service Charge (as defined herein) will make the Project more competitive and assist the Entity to undertake the Project.

WHEREAS, the Borough Council on _____, 2018 adopted an ordinance (the “Ordinance”, a copy of which is attached hereto as **Exhibit B**), approving the Application and authorizing the execution of this Agreement; and

WHEREAS, in order to set forth the terms and conditions under which the Entity and the Borough shall carry out their respective obligations with respect to the payment of the Annual Service Charge by the Entity, in lieu of real property taxes, the Parties have determined to execute this Financial Agreement.

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

ARTICLE I
GENERAL PROVISIONS

Section 1.01 Governing Law. This Financial Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Act and such other statutes as may be the sources of relevant authority, and (b) the Ordinance. It is expressly understood and agreed that the Borough relies upon the facts, data, and representations contained in the Application in granting this tax exemption.

Section 1.02 General Definitions. The following terms shall have the meaning assigned to such term in the preambles hereof:

<u>Agreement/Financial Agreement</u>	<u>Parties</u>
<u>Application</u>	<u>Project</u>
<u>Borough</u>	<u>Project Area</u>
<u>Entity</u>	<u>Redevelopment Agreement</u>
<u>Long Term Tax Exemption Law</u>	<u>Redevelopment Law</u>
<u>Ordinance</u>	<u>Redevelopment Plan</u>

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

Administrative Fee: As defined in Section 4.10.

Allowable Net Profit: The amount arrived at by applying the Allowable Profit Rate to the Total Project Cost pursuant to the provisions of *N.J.S.A.* 40A:20-3(b) and (c).

Allowable Profit Rate: The greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one quarter percent (1.25%) to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one quarter percent (1.25%) per annum to the interest rate per annum that the Borough determines to be the prevailing rate of mortgage financing on comparable improvements in the county. The provisions of *N.J.S.A.* 40A:20-3(b) are incorporated herein by reference.

Annual Gross Revenue – Pursuant to N.J.S.A. 40A:20-3(a), the annual gross revenue shall include all rental charges generated from tenants in the Project (including the Residential Component and the Retail Component), and all application fees, pet fees, parking fees, floor or view premiums, health club fees and any other fees or charges charged to tenants or prospective tenants in the Project.

Annual Service Charge: The amount the Entity has agreed to pay the Borough pursuant to Article IV herein with respect to the Improvements, which: (a) Entity has agreed to pay in part for municipal services supplied to the Project, (b) is in lieu of any taxes on the Improvements pursuant to *N.J.S.A. 40A:20-12*, (c) shall be paid on the Annual Service Charge Payment Dates, and (d) shall be pro-rated in the year in which this Agreement begins and the year in which this Agreement terminates.

Annual Service Charge Payment Dates: February 1, May 1, August 1 and November 1 of each year commencing on the first such date after the date that a Certificate of Occupancy is issued for the Project, either Component, as applicable, and ending on the Termination Date.

Annual Service Charge Start Date: The first Annual Service Charge Payment Date.

Applicable Law: All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable to the Project including, but not limited to, the Act, the Long Term Tax Exemption 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 thereunder, including all applicable environmental laws.

Auditor's Report: An annual audited statement which clearly identifies the calculation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)(2)*. The contents of the Auditor's Report shall be prepared by a certified public accountant licensed to practice in the State, subject to the relevant provisions of Long Term Tax Exemption Law and this Agreement, in conformity with generally accepted accounting principles.

Certificate of Occupancy: A Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project or Component, as applicable.

Chief Financial Officer: The Borough's chief financial officer.

Component: The Residential Component or Retail Component.

Default: A breach or the failure to perform any obligation imposed by the terms of this Agreement, or under Applicable Law.

Effective Date: The date of this Agreement.

Improvements: All improvements on the Land comprising the Project or either Component, as applicable.

In Rem Tax Foreclosure: A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale in accordance with the Tax Sale Law.

Land – the land on which the Project will be constructed.

Land Taxes: The amount of taxes assessed on the value of Land, on which the Project is located. Under Section 2.01 hereof, and in accordance with N.J.S.A. 40A:20-12, the portion of the Land upon which the Residential Component will be constructed is exempt from taxation, in addition to the Improvements. The portion of the Land upon which the Retail Component will be constructed, however, will not be exempt. Thus, the Entity will pay the Land Taxes due in connection with the Retail Component. For purposes of this Financial Agreement, the value of the Land will be 20% of the average per square foot lease value of the space within the Retail Component multiplied by the number of leasable square feet within the Retail Component. For example, assume the Retail Component includes 4,950 leasable square feet of space, and the average per square foot lease value of such space is \$20 per square foot. The Land Taxes would be \$19,800 ($4,950 \times \$20 = \$99,000 \times .20 = \$19,800$).

Land Tax Payments: Payments made on the quarterly due dates, including any applicable grace periods, for Land Taxes, if any, as determined by the Tax Assessor and the Tax Collector in accordance with Applicable Law.

Net Profit: The Annual Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c). Without limiting the foregoing, included in expenses shall be an amount sufficient to amortize the Total Project Cost in accordance with generally accepted accounting principles as well as all other expenses permitted under the provisions of N.J.S.A. 40A:20-3(c).

Notice: As defined in Section 15.01.

Property: The Land and the Improvements.

Security Arrangements: As defined in Section 8.02(a).

State: The State of New Jersey.

Tax Assessor: The Borough tax assessor.

Tax Collector: The Borough tax collector.

Tax Sale Law: The Tax Sale Law, N.J.S.A. 54:5-1 *et seq.*, as the same may be amended or supplemented from time to time.

Termination Date: The earlier to occur of (i) the twenty-eight (28th) anniversary date of the applicable Annual Service Charge Start Date; or (ii) such other date as this Financial Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.

Total Project Cost: The total cost of developing the Project as determined in accordance with N.J.S.A. 40A:20-3(h), as certified by a qualified architect or engineer and as permitted pursuant to N.J.S.A. 40A:20-3(h) and this Agreement.

Unit – Any of the units of the Project.

Section 1.02 Interpretation and Construction. In this Financial Agreement, unless the context otherwise requires:

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

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All Notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(g) This Financial Agreement shall become effective upon its execution and delivery by the Parties.

(h) All exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE II

APPROVAL

Section 2.01 Approval of Tax Exemption. The Borough hereby grants its approval of a tax exemption for the Improvements and the portion of the Land upon which the Residential Component will be constructed, in accordance with the terms and conditions of this Agreement and the provisions of Applicable Law.

Section 2.02 Approval of Entity. The Entity represents that its Certificate of Formation and Certificate of Authority as attached as *Exhibit 2* to the Application contain all the requisite provisions of law, have been reviewed and approved by the Commissioner of the Department of Community Affairs, and have been filed with, as appropriate, the Secretary of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

Section 2.03 Improvements to be Constructed. The Entity represents that it will construct the Project in accordance with the Redevelopment Agreement, the Redevelopment Plan and Applicable Law, the use of which is more specifically described in the Application.

Section 2.04 Ownership, Management and Control. The Entity represents that it is the contract purchaser/developer of the Land upon which the Improvements are to be constructed and which is the subject of this Agreement, and that prior to the commencement of construction of the Project, it will be the owner of the Land.

Section 2.05 Financial Plan. The Entity represents that the Improvements shall be financed in accordance with the financial plan attached as *Exhibit 14* to the Application.

Section 2.06 Statement of Projected Revenues. The Entity represents that projected Annual Gross Revenue is set forth in *Exhibit 13* attached to the Application.

Section 2.07 Representations and Covenants Regarding Use, Management and Operations of the Project by the Entity. The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application, in accordance with the Redevelopment Agreement, Redevelopment Plan and all Applicable Laws. The Entity represents that the representations and covenants required under *N.J.S.A. 40A:20-9* are set forth in the Application.

ARTICLE III

DURATION OF AGREEMENT

Section 3.01 Term. It is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in effect until the Termination Date. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Land is owned by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law, except for permitted conveyances as stated in Sections 8.01 and 8.02 of this Financial Agreement. Upon the Termination Date, the tax exemption for the Improvements and, to the

extent applicable, the Land, shall expire and same shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Borough. Upon the Termination Date, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-13*.

Section 3.02 Date of Termination. The Termination Date shall be deemed to be the fiscal year end of the Entity.

Section 3.03 Voluntary Termination by Entity. The Entity may at any time after the expiration of one year from the completion of the Project or applicable Component notify the Municipality that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law and the Entity has obtained the consent of the Commissioner of the Department of Community Affairs, and this Agreement shall terminate as of the date set forth in the Notice.

ARTICLE IV **ANNUAL SERVICE CHARGE**

Section 4.01 Annual Service Charge. In consideration for the tax exemption, the Entity shall make payment to the Borough of an Annual Service Charge in an amount equal to 10% of the Annual Gross Revenue.

Section 4.02 Consent of Entity to Annual Service Charge. The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens established in this Financial Agreement, and the Entity shall not contest the validity or amount of any such lien. Subject to the terms of this Agreement, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of status of Entity as an "urban renewal entity" qualified under and as defined in the Long Term Tax Exemption Law. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by law.

Section 4.03 Quarterly Installments. After the Annual Service Charge Start Date, the Entity agrees that payment of the Annual Service Charge shall be paid to the Borough on a quarterly basis on each Annual Service Charge Payment Date. In the event that Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable State law and then being assessed by the Borough against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid.

Section 4.04 Material Conditions. It is expressly agreed and understood that all payments of the Annual Service Charge and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

Section 4.05 No Reduction in Payment of the Annual Service Charge. The Parties agree that neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Section 4.01 hereof shall be reduced or amended or otherwise modified through any tax appeal on the Improvements or any other legal proceeding regarding the Project during the term of this Agreement.

Section 4.06 Service Charges as Municipal Lien. In accordance with the provisions of the Long Term Tax Exemption Law, upon recordation of this Financial Agreement and the Ordinance, any amount due and owing hereunder, including the Annual Service Charge shall be and constitute a continuous municipal lien on the Project.

Section 4.07 Security for Payment of Annual Service Charge. In order to secure the full and timely payment of the Annual Service Charge, the Borough reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

Section 4.08 Land Taxes and Credits.

(a) In the event the exemption of the Land required under N.J.S.A. 40A:20-12 is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and shall be reformed to provide that Land Taxes are assessed on the entirety of the Land. In such case, the payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge.

(b) In the event the exemption of the Land authorized under N.J.S.A. 40A:20-12 is invalidated as described in Section 4.08(a), all Land Taxes, shall be separately assessed for the entirety of the Land, and shall be assessed only on the Land without regard to any improvements or increase in value to the Land because of the improvements. In such event, the Entity will be required to make payment of both the Annual Service Charge and the Land Tax Payments. The Entity will be required to pay the full Land Tax Payments in any given year, and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes. The Entity's failure to make the requisite Annual Service Charge payment and/or the requisite Land Tax Payment, if any and as applicable, in a timely manner shall constitute a violation and breach of this Agreement. The Borough shall, among its other remedies, have the right to proceed against the Land pursuant to the Tax Sale Law and/or may declare a Default under this Agreement upon sixty (60) days written notice to the Entity.

Section 4.09 Schedule of Stage Adjustments to Annual Service Charge. Pursuant to N.J.S.A. 40A:20-12(b), the Annual Service Charge shall be adjusted as follows:

(a) Stage One (Years 1 – 7). From the Annual Service Charge Start Date through the seventh year of the Agreement, the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue.

(b) Stage Two (Years 8 - 10). From the seventh (7th) anniversary of the Annual Service Charge Start Date through the tenth (10th) year of this Agreement, the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 20% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

(c) Stage Three (Years 11 – 15). From the tenth (10th) anniversary of the Annual Service Charge Start Date through the fifteenth (15th) year of this Agreement, the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 40% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

(d) Stage Four (Years 16 - 21). From the fifteenth (15th) anniversary of the Annual Service Charge Start Date through the twenty-first (21st) year of this Agreement, the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 60% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

(e) Stage Five (Years 22-28). From the twenty-first (21st) anniversary of the Annual Service Charge Start Date through the final year of this Agreement, the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue or 80% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

Section 4.10 Administrative Fee. In addition to the Annual Service Charge, the Entity shall pay to the Borough an annual fee of two percent (2%) of the projected Annual Service Charge upon the Annual Service Charge Start Date and each anniversary thereafter prior to the Termination Date (the “Administrative Fee”).

In the event the Entity fails to pay the Administrative Fee when due and owing, the amount paid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens in the Borough until paid.

Section 4.11 Remittance to County. The Borough shall remit to the County of Bergen five percent (5%) of the Annual Service Charge received each year from the Entity, pursuant to *N.J.S.A. 40A:20-12(b)(2)(e)*.

ARTICLE V

CERTIFICATE OF OCCUPANCY

Section 5.01 Filing of Certificate of Occupancy. It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the Borough,

including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

ARTICLE VI **ANNUAL AUDITS**

Section 6.01 Accounting System. The Entity agrees to calculate its Net Profit pursuant to *N.J.S.A. 40A:20-3(c)*, which calculation shall be in accordance with generally accepted accounting principles, the provisions of this Agreement and the Long Term Tax Exemption Law.

Section 6.02 Periodic Reports.

(a) **Auditor's Report:** Within ninety (90) days after the close of each fiscal year during the term of the exemption pursuant to this Agreement, the Entity shall submit to the Mayor, Borough Council, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised, and the State Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall clearly identify and calculate the Net Profit for the Entity during the previous year and shall include, but not be limited to, itemizations of operating and non-operating expenses, mortgage interest and terms, amortization of Improvements and such other computations of income, expense and other details as may relate to the financial status of the Entity. The Entity assumes all costs associated with preparation of the periodic reports. All such periodic reports shall remain confidential except as otherwise required by law.

(b) **Disclosure Statement:** Within ninety (90) days after each anniversary date of the execution of this Agreement, the Entity shall submit to the Borough Council, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each.

Section 6.03 Inspection. The Entity shall, upon request, permit the inspection of its property, equipment, buildings and other facilities of the Project and also permit, upon request, examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the Borough, and State Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. Such inspection shall be made upon seven (7) business days' written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

ARTICLE VII **LIMITATION ON PROFITS AND RESERVES**

Section 7.01 Limitation on Profits and Reserves. During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. Pursuant to *N.J.S.A. 40A:20-3(b)(c)*, this calculation is completed in accordance with generally accepted accounting principles, the provisions of this Agreement and Applicable Law.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenue of the Entity for the last full fiscal year and may retain such part of the excess Net Profit as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A.* 40A:20-15. In no event shall any portion of the excess Net Profit be retained or contributed to such reserve if the amount of the reserve as of the end of such fiscal year equals or exceeds ten percent (10%) of the preceding year's Annual Gross Revenue. The reserve is to be noncumulative.

There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in *N.J.S.A.* 40A:20-3 for the purpose of determining compliance with *N.J.S.A.* 40A:20-15 or *N.J.S.A.*:20-16, any revenue realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

Section 7.02 Payment of Dividend and Excess Profit Charge. In the event the Net Profits of the Entity shall exceed the Allowable Net Profit for the period, taken as one accounting period, commencing on the Annual Service Charge Start Date and terminating at the end of the last full fiscal year, then the Entity, within one hundred (120) days after the end of that fiscal year, shall pay such excess Net Profit to the Borough as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.01. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A.* 40A:20-3(b) and (c) and 40A:20-15 and this Agreement.

Section 7.03 Payment of Reserve/Excess Net Profit Upon Termination, Expiration or Sale. The Termination Date of this Agreement, or the date of sale or transfer of the Improvements shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the Borough the amount of the reserve, if any, maintained by it pursuant to Section 7.01 and the excess Net Profit, if any.

ARTICLE VIII

ASSIGNMENT AND/OR ASSUMPTION

Section 8.01 Restrictions on Transfer. Except as set forth in the following subsections, the Entity may not voluntarily transfer more than ten percent (10%) of the ownership of the Property or any portion thereof until it has first removed both itself and the Land from all restrictions imposed by the Long Term Tax Exemption Law, in the manner provided by the Long Term Tax Exemption Law. Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10 percent (10%), is disclosed to the Borough Council in the annual disclosure statement required pursuant to Section 6.02(b) of this Agreement or in correspondence sent to the Borough in advance of the annual disclosure.

Section 8.02 Collateral Assignment. Notwithstanding the foregoing, it is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to the Land and/or Improvements for purposes of (i) financing the design, development and construction of the Project and (ii) permanent mortgage financing.

(a) The Borough acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the

Project. The Borough agrees that the Entity and or its affiliates may assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a “Secured Party” and collectively, the “Secured Parties”) as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the “Security Arrangements”). The Entity shall give the Borough written Notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the Borough hereunder to provide any Notice of Default or Notice of intent to enforce its remedies under this Agreement.

(b) Without limiting the generality of Article XIII hereof, if the Entity shall Default in any of its obligations hereunder, the Borough shall give Notice of such Default to the Secured Parties and the Borough agrees that, in the event such Default is not waived by the Borough or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Borough will provide the Secured Parties a reasonable period of time to cure such Default, but in any event not less than fifteen (15) days from the date of such notice to the Secured Parties with regard to a failure of the Entity to pay the Annual Service Charge and ninety (90) days from the date the Entity was required to cure any other Default.

(c) In the absence of a Default by the Entity, the Borough agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Borough’s right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

(d) Notwithstanding anything to the contrary contained herein, and in addition to all other rights and remedies of Secured Parties set forth in this Agreement, the provisions of N.J.S.A. 55:17-1 – N.J.S.A. 55:17-11 shall apply to this Agreement to protect the interests of any Secured Party.

ARTICLE IX **WAIVER**

Section 9.01. Waiver. Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Borough or Entity of any rights and remedies provided by Applicable Law. Nothing herein shall be deemed to limit any right of recovery that the Borough or Entity has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE X **COMPLIANCE**

Section 10.01 Statutes and Ordinances. The Entity hereby agrees at all times prior to the Termination Date to comply with the provisions of the Application and Applicable Law, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a Default under this Agreement and the Borough shall, among its other remedies, have the right to terminate this Agreement, subject to the Default procedure provisions of Article XIII herein.

ARTICLE XI **CONSTRUCTION**

Section 11.01 Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

ARTICLE XII **INDEMNIFICATION**

Section 12.01 Indemnification. It is understood and agreed that in the event the Borough shall be named as party defendant in any action brought against the Borough or Entity by allegation of any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Applicable Law, the Entity shall indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of Entity and/or by reason of any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Applicable Law, including without limitation, the Long Term Tax Exemption Law, except for any misconduct by the Borough or any of its officers, officials, employees or agents, and Entity shall defend the suit at its own expense. In no event shall the Entity be required to indemnify the Borough for any liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) resulting from any misconduct by the Borough or any of its officers, officials, employees or agents, or resulting from the illegality or unenforceability of this Agreement or any of the terms of this Agreement. Notwithstanding the foregoing, the Borough maintains the right to intervene as a party thereto, to which intervention Entity hereby consents, the expense thereof to be borne by Entity. To the extent practical and ethically permissible, the Entity's attorneys shall jointly defend and represent the interest of the Borough and the Entity as to all claims indemnified in connection with this Agreement.

ARTICLE XIII
DEFAULT AND REMEDIES

Section 13.01 Cure Upon Default. Should the Entity be in Default, the Borough shall notify the Entity and any Secured Party in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as provided in Section 8.02(b) hereof or otherwise limited by law, the Entity shall have sixty (60) days after it receives Notice to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, which Default must be cured within fifteen (15) days after the Entity receives Notice). Curing the Default shall be the sole and exclusive remedy available to the Entity or the Secured Party, as applicable; provided, however, that if, in the reasonable opinion of the Borough, the Default cannot be cured within the applicable cure period using reasonable diligence, the time to cure may be extended upon written Notice for an additional ninety (90) day period of time.

Upon the expiration of the cure period, or any approved extension thereof, and providing that the Default is not cured, the Borough shall have the right to terminate this Agreement in accordance with Section 13.02 of this Agreement.

Section 13.02 Remedies Upon Default.

(a) In the event the Entity or a Secured Party fails to cure or remedy the Default within the time period provided in Sections 13.01 or 8.02(b), respectively, the Borough may terminate this Agreement upon written Notice to the Entity and the Secured Party.

(b) Upon any Default in payment of any installment of the Annual Service Charge not cured within fifteen (15) days, the Borough in its sole discretion shall have the right to immediately exercise the following remedies: (1) terminate this Agreement, at which time: the Improvements shall be subject to conventional taxation; or (2) exercise any other remedy available to the Borough in law or equity, including initiating and pursuing an action under the Tax Sale Law. The Borough as a courtesy will give Entity and any Secured Party Notice of the intention to exercise its remedies.

(c) No Default hereunder by the Entity shall automatically terminate the tax exemption (except as described herein and after Notice and cure as provided for herein) and, unless the Borough terminates this Agreement as provided in Section 13.02, its obligation to make Annual Service Charge, which shall continue in effect for the duration of the term hereof and subject to Section 13.03 hereinafter.

(d) All of the remedies provided in this Agreement to the Borough, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of its remedies or actions against the Entity because of the Entity's failure to pay the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for the Annual Service Charge or other charges, or for breach of covenant or the resort to any other remedy herein provided for the recovery of the Annual Service Charge or other charges shall not

be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

Section 13.03 Final Accounting. Within ninety (90) days after the Termination Date, the Entity shall provide a final accounting and pay to the Borough the reserve, if any, pursuant to the provisions of *N.J.S.A.* 40A:20-13 and 15 as well as any excess Net Profit. For purposes of rendering a final accounting, the Termination Date of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 13.04 Conventional Taxes. Upon the Termination Date, the tax exemption for the Land, to the extent applicable, and the Improvements shall expire and same shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

ARTICLE XIV DISPUTE RESOLUTION

Section 14.01 Arbitration. In the event of a dispute arising between the Parties in reference to the terms and provisions as set forth herein, the Parties shall submit the dispute to the American Arbitration Association in the State to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. Each Party to this Agreement shall designate an arbitrator, and the two (2) arbitrators shall choose a third arbitrator. The arbitrators designated and acting under this Agreement shall make a determination, and produce a reasoned decision, regarding the issue(s) in controversy in strict conformity with the terms of this Agreement and Applicable Law. Costs for said arbitration shall be borne equally by both Parties. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV above, the Borough, in addition to their other remedies, and subject to Article 13 of this Agreement, reserves the right to proceed against the Land, in the manner provided by law, including the Tax Sale Law, and any act supplementary thereto or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

Notwithstanding anything herein to the contrary, no arbitrator shall have any power or authority to amend, alter, or modify any part of this Agreement, in any way.

ARTICLE XV NOTICE

Section 15.01 Notice. Formal notices, demands and communications between the Borough and Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available ("Notice"). In that case such Notice is deemed effective upon delivery. Such written Notices may be sent in the same manner to such other addresses as either party may from time to

time designate by written notice. Notice given by counsel to a party in accordance with this Section 15.01 shall be effective for all purposes hereunder. Copies of all notices, demands and communications shall be sent as follows:

If to the Borough:

Borough of Rutherford
176 Park Avenue
Rutherford, New Jersey 07070
Attn: Borough Clerk

with copies to:

Borough of Rutherford
176 Park Avenue
Rutherford, New Jersey 07070
Attn: Director of Law

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, NJ 07068

If to Entity:

Park Avenue Urban Renewal Company, LLC
1200 Avenue at Port Imperial
Apartment # 507
Weehawken, New Jersey 07086

With a copy to:

Paul Kaufman, Esq.
Kaufman, Semeraro & Leibman, LLP
Two Executive Drive, Suite 530
Fort Lee, New Jersey 07024

ARTICLE XVI
MISCELLANEOUS

Section 16.01 Conflict. The Parties agree that in the event of a conflict between the Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

Section 16.02 Oral Representations. There have been no oral representations made by either of the Parties which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

Section 16.03 Entire Document. All conditions in the Ordinance are incorporated in this Agreement and made a part hereof. This Agreement, with all attachments and exhibits, the Ordinance and the Application shall constitute the entire agreement between the Parties, shall be incorporated herein by reference thereto and there shall be no modifications thereto other than by a written instrument approved and executed by and delivered to each Party. All prior agreements and understandings, if any, are superseded.

Section 16.04 Good Faith. In their dealings with each other, the Parties agree that they shall act in good faith.

Section 16.05 Recording. This entire Agreement will be filed and recorded with the Bergen County Clerk by the Entity at the Entity's expense. Upon Termination of this Agreement, the parties shall execute and record an instrument discharging this Agreement of record in form reasonably satisfactory to the parties.

Section 16.06 Municipal Services. The Entity and/or its successors (including without limitation any owner's or similar association) will be responsible to provide and/or pay for the following services:

(a) **Water & Sewer** – The Entity shall make payments for water and sewer charges and any other services that create a lien on the Property superior to the lien for the Annual Service Charge, as required by law.

(b) **Waste and Refuse Disposal** – Collection and disposition of all solid waste, refuse and recyclables emanating from the Project, shall be the responsibility of the Entity to have picked up and disposed of by a licensed collector, hauler or scavenger, at the Entity's cost and expense. The Borough may establish regulations for the collection and for the storage and recycling of solid waste, discarded or old newspaper and/or other recyclables; compliance therewith shall be by and at the sole expense of the Entity.

Section 16.07 Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.08 Financing Matters. The financial information required by the final paragraph of *N.J.S.A.* 40A:20-9 is set forth in the Application.

Section 16.09 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

Section 16.10 Certification. The Borough Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A.* 40A:20-12, that a Financial Agreement with an urban renewal entity, i.e., the Entity, for the development of the Project, has been entered into and is in effect as required by the Long Term Tax Exemption Law. Delivery by the Borough Clerk to the Tax Assessor of a certified copy of the Ordinance and this Financial Agreement shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the Borough Clerk that the exemption has been terminated.

Further, within ten (10) calendar days following the later of the effective date of the Ordinance or the execution of this Agreement by the Entity, the Borough Clerk shall transmit a certified copy of the Ordinance and this Agreement to the chief financial officer of Bergen County and to the Bergen County counsel for informational purposes.

Section 16.11 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid of any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

EXHIBITS

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

- A. Metes and Bounds description of the Land
- B. Ordinance

IN WITNESS WHEREOF, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

ATTEST:

BOROUGH OF RUTHERFORD

Margaret Scanlon
Borough Clerk

By: _____
Joseph DeSalvo
Mayor

ATTEST:

PARK AVENUE URBAN RENEWAL COMPANY,
LLC

By: *Danielle Lamake*
Danielle Lamake

By: *Vrasidas Golemis*
Vrasidas Golemis
Managing Member

STATE OF NEW JERSEY

COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by the Borough of Rutherford in the County of Bergen, State of New Jersey, by Mayor Joseph DeSalvo, on behalf of the Borough.

Notary Public

STATE OF NEW JERSEY

COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 29th day of August, 2018, by Vrasidas Golemis, Managing Member of Park Avenue Urban Renewal Company, LLC, a New Jersey limited liability company.

Joyce Radetsky
Notary Public

Commission Expiration: _____
JOYCE RADETSKY
A Notary Public of New Jersey
My Commission Expires December 30, 2022

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE LAND

MARK MARTINS ENGINEERING, LLC

55 WALNUT STREET, SUITE 201, NORWOOD, NJ 07648 • PHONE: 201-391-3222 • FAX: 201-215-2210

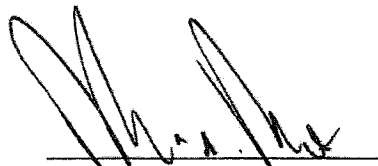
*Description of Merged Parcel Known as
106 Park Avenue
Situated in the
Borough of Rutherford, Bergen County, N.J.*

BEING more particularly described as follows:

BEGINNING at a point on the northerly line of Park Avenue (66' wide), which point is distant 385.34 feet westerly along the same from its intersection with the southwesterly line of Franklin Place (50' wide), and running thence;

1. S 81° 13' 22" W along the said northerly line of Park Avenue, 102.75 feet; thence
2. N 8° 46' 38" W, 147.00 feet; thence
3. S 81° 13' 22" W, 70.86 feet; thence
4. N 19° 11' 36" W, 55.58 feet to a point on the southeasterly line of Chestnut Street (60' wide);
thence
5. N 55° 15' 00" E along the same, 173.00 feet; thence
6. S 34° 45' 00" E, 145.08 feet; thence
7. S 81° 13' 22" W, 35.41 feet; thence
8. S 8° 46' 38" E, 147.00 feet to the point and place of BEGINNING.

Containing 33,367 +/- sf. (0.766+/-ac.)



Mark S. Martins
Professional Land Surveyor
N. J. License No. 35,858

EXHIBIT B
ORDINANCE