

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE IN THE
COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE
TERMINATION AND DISCHARGE OF CERTAIN RECORDED
DOCUMENTS RELATING TO BLOCK 66, LOTS 1, 5 AND 7 WITHIN
THE DOWNTOWN REDEVELOPMENT AREA, COMMONLY KNOWN
AS THE EDISON BATTERY SITE**

WHEREAS, the Township Council of the Township of West Orange, (the “**Township**”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, on February 9, 2003 the Township Council enacted a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the “**Original Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7, commonly known as the Edison Battery Site (collectively, the “**Phase 1 Property**”) in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the “**Modification Agreement**”) (as further defined therein, the “**Phase 1 Project**”); and

WHEREAS, Prism’s affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (“**GP 177**”) became the fee title owner of the Phase 1 Property; and

WHEREAS, pursuant to the Original Redevelopment Agreement the Deed from the Township to GP 177 (dated April 17, 2009 and recorded on April 21, 2009 at Book 12189, Page 9653, bearing Instrument Number 9030317), provided in relevant part that the conveyance was subject to a limited right of reverter that the Township could, but was not obligated to, exercise in the event of termination of the Original Redevelopment Agreement in an event of default (collectively, the “**Reverter**”); and

WHEREAS, also pursuant to the Original Redevelopment Agreement, that certain Declaration of Covenants and Restrictions (dated April 17, 2009 and recorded on April 21, 2009 at Book 12189, Page 9671, bearing Instrument Number 9030320, the “**Declaration**”) was recorded setting forth certain provisions of the Original Redevelopment Agreement with respect to the Phase 1 Property; and

WHEREAS, on August 11, 2015, the Township adopted Resolution 202-15 and Resolution 203-15 authorizing: (i) the rescission of the Original Redevelopment Agreement, as modified by the Modification Agreement, with respect to the Phase 1 Project and the Phase 1 Property; (ii) the rescission of the designation of Prism as redeveloper of the Phase 1 Project on the Phase 1 Property; (iii) the designation of DGP Urban Renewal, LLC as redeveloper of the Phase 1 Project on the Phase 1 Property; and (iv) the execution of a redevelopment agreement with DGP Urban Renewal, LLC as redeveloper of the Phase 1 Project on the Phase 1 Property, which agreement, in accordance with the terms thereof, is to be executed concurrently with the acquisition of the Phase 1 Property by DGP Urban Renewal, LLC; and

WHEREAS, upon the effectuation of the Resolutions described above, the Phase 1 Property and the Phase 1 Project shall no longer be subject to the Original Redevelopment Agreement as modified by the Modification Agreement; and

WHEREAS, in order to remove any cloud on the title to the Phase 1 Property that would arise from the continued existence of the Reverter and/or the Declaration (each of which relates to the Original Redevelopment Agreement) once the Original Redevelopment Agreement no longer governs the Phase 1 Property, the Township wishes to execute a termination and discharge of each of the Reverter and the Declaration, on the terms and conditions set forth herein; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-22(j)* of the Redevelopment Law, the Township is permitted to “release any right, title, claim ... upon such terms and at such prices as it determines to be reasonable”; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, as follows:

I. **GENERAL**

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF TERMINATION AND DISCHARGE AUTHORIZED**

(a) The Mayor is hereby authorized to execute and deliver a Termination of the Reverter (the “**Termination of Reverter** ”), a form of which is attached hereto as **Exhibit A**, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(b) The Township Clerk is hereby authorized and directed, upon execution of the Termination of Reverter in accordance with the terms of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(c) The Mayor is hereby authorized to execute and deliver a discharge of the Declaration (the “**Declaration Discharge**”), a form of which is attached hereto as **Exhibit B**, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(d) The Township Clerk is hereby authorized and directed, upon execution of the Declaration Discharge in accordance with the terms of Section II(c) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(e) Upon execution of the Termination of Reverter and the Declaration Discharge in accordance with the terms hereof, such Termination of Reverter and Declaration Discharge shall be held in escrow by counsel for the Township to be released from escrow at the closing of title for the transfer of the Phase 1 Property from GP 177 to DGP Urban Renewal, LLC.

III. **SEVERABILITY**

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. **AVAILABILITY OF THE RESOLUTION**

A copy of this Resolution shall be available for public inspection at the offices of the Township Clerk.

V. **EFFECTIVE DATE**

This Resolution shall take effect immediately.

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on **February 23, 2016**.

Karen J. Carnevale, RMC, Township Clerk

Exhibit A

Form of Termination of Reverter

Record and Return to:
Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

**TERMINATION OF THAT CERTAIN REVERTER SET FORTH IN
DEED BOOK 12189, PAGE 9653 PERTAINING TO BLOCK 66, LOT 1, 5
AND 7 IN THE TOWNSHIP OF WEST ORANGE.**

(Record in Deed Book)

WHEREAS, the Township Council of the Township of West Orange, (the “**Township**”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, on February 9, 2003 the Township Council enacted a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the “**Original Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7, commonly known as the Edison Battery Site (collectively, the “**Phase 1 Property**”) in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the “**Modification Agreement**”) (as further defined therein, the “**Phase 1 Project**”); and

WHEREAS, pursuant to the Original Redevelopment Agreement, the Township conveyed the Phase 1 Property to Prism’s affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (“**GP 177**”) by Deed dated April 17, 2009 and recorded on April 21, 2009 in the Essex County Register’s Office in Deed Book 12189, Page 9653 (the “**Deed**”); and

WHEREAS, pursuant to the Original Redevelopment Agreement the Deed states in relevant part:

“This conveyance is also subject to a limited right of reverter which the Township of West Orange may, but is not obligated to, exercise

in the event of an Event of Default, as defined in the aforesaid Redevelopment Agreement, that results in the termination of the Redevelopment Agreement prior to the issuance of a Certificate of Completion. This limited right of reverter shall expire upon the issuance of a Certificate of Completion by the Township of West Orange for the relevant redevelopment project phase(s) or portion thereof.

AT ALL TIMES, THE TOWNSHIP'S LIMITED RIGHT OF REVERTER SHALL BE ABSOLUTELY AND IRREVOCABLY SUBORDINATED TO THE LIEN OF THE FINANCING DOCUMENTS, THE RAB (AS SUCH TERM IS DEFINED IN THE REDEVELOPMENT AGREEMENT) AND ANY AND ALL RIGHTS OF THE MORTGAGEE AND THE BONDHOLDERS OF THE RAB, REGARDLESS OF WHEN THE LIEN OF THE FINANCING DOCUMENTS, THE RAB, AND THE RIGHTS OF THE MORTGAGEE AND THE BONDHOLDERS OF THE RAB ARE PERFECTED UNDER LAW AND REGARDLESS OF WHETHER THE TIMING OF SUCH PERFECTION UNDER LAW, IN THE ABSENCE OF ANY OTHER ACTION, AFFECTS THE PRIORITY OF THE LIEN OF THE FINANCING DOCUMENTS, THE RAB, OR THE RIGHTS OF THE MORTGAGEE AND THE BONDHOLDERS OF THE RAB OVER THE LIMITED REVERSIONARY RIGHTS OF THE TOWNSHIP."

collectively the "Reverter."

WHEREAS, as of the date hereof the Township has: entered into an agreement with Prism terminating the Original Redevelopment Agreement with respect to the Phase 1 Property; entered into a redevelopment agreement with DGP Urban Renewal, LLC with respect to the Phase 1 Property (the "**DGP Agreement**"); and consented to a conveyance of the Phase 1 Property from GP177 to DGP Urban Renewal, LLC; and

WHEREAS, in order to remove any cloud on the title to the Phase 1 Property that would arise from the continued existence of the Reverter, which relates only to the Original Redevelopment Agreement and not the DGP Agreement, the Township seeks to terminate, release, cancel and discharge the Reverter, on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY CERTIFIED by the Township of West Orange that the Reverter is no longer of any force or effect with respect to the Phase 1 Property, and is hereby now and forever terminated, released, discharged, cancelled and void. All other provisions of the Deed shall remain in full force and effect.

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IN WITNESS WHEREOF, the Township has caused this Termination of Reverter to be executed as of the date first written above.

WITNESS OR ATTEST:

TOWNSHIP OF WEST ORANGE

By: _____

By: _____

Hon. Robert Parisi, Mayor

STATE OF NEW JERSEY)
) ss.
COUNTY OF ESSEX)

BE IT REMEMBERED that on this ____ day of _____, 2016, before me the subscriber personally appeared the Hon. Robert Parisi, Mayor of the Township of West Orange, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, who by me duly sworn on his oath, deposed and makes proof to my satisfaction that he executed, signed and delivered the foregoing instrument as the act of the Township and that he was authorized to execute the foregoing instrument on behalf of the Township.

Notary Public

Exhibit B

Form of Declaration Discharge

Record and Return to:
Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

**DISCHARGE OF THAT CERTAIN DECLARATION OF COVENANTS AND
RESTRICTIONS DATED APRIL 17, 2009
with Respect to Block 66, Lots 1, 5 and 7
in the Township of West Orange (the “Phase 1 Property”)**

(Record in Mortgage Book)

_____ This Discharge of Declaration of Covenants and Restrictions (“**Discharge**”) is made this _____ day of February, 2016 by the **TOWNSHIP OF WEST ORANGE** (the “**Township**”), a municipal corporation of the State of New Jersey having its offices at 66 Main Street, West Orange, New Jersey 07052.

WITNESSETH

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the “**Original Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop the Phase 1 Property in accordance with the terms thereof; and

WHEREAS, pursuant to the Original Redevelopment Agreement, that certain Declaration of Covenants and Restrictions (dated April 17, 2009 and recorded on April 21, 2009 at Book 12189, Page 9671, bearing Instrument Number 9030320, the “**2009 Declaration**”) was recorded setting forth certain provisions of the Original Redevelopment Agreement with respect to the Phase 1 Property; and

WHEREAS, as of the date hereof: the Township has entered into an agreement with Prism terminating the Original Redevelopment Agreement with respect to the Phase 1 Property; the Township has entered into a redevelopment agreement with DGP Urban Renewal, LLC with respect to the Phase 1 Property (the “**DGP Agreement**”); and a new declaration of covenants and restrictions (the “**2016 Declaration**”) has been executed with respect to the Phase 1 Property and submitted for recording,

NOW, THEREFORE, IT IS HEREBY CERTIFIED by the Township of West Orange that the 2009 Declaration is no longer of any force or effect with respect to the Phase 1 Property, and is hereby now and forever, terminated, released, discharged, cancelled and void.

IN WITNESS WHEREOF, the Township has caused this Discharge of Declaration of Covenants and Restrictions to be executed as of the date first written above.

WITNESS OR ATTEST:

TOWNSHIP OF WEST ORANGE

By: _____

By: _____

Hon. Robert Parisi, Mayor

STATE OF NEW JERSEY)
) ss.
COUNTY OF ESSEX)

BE IT REMEMBERED that on this ____ day of _____, 2016, before me the subscriber personally appeared the Hon. Robert Parisi, Mayor of the Township of West Orange, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, who by me duly sworn on his oath, deposed and makes proof to my satisfaction that he executed, signed and delivered the foregoing instrument as the act of the Township and that he was authorized to execute the foregoing instrument on behalf of the Township.

Notary Public