

Exhibit “A”

INTERIM REDEVELOPMENT AGREEMENT

BETWEEN

TOWNSHIP OF WEST ORANGE

AND

THE ALPERT GROUP, LLC

Dated: March _____, 2017

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	2
DEFINED TERMS	5
ARTICLE I. TITLE TO THE PARCELS WITHIN THE REDEVELOPMENT AREA	9
1.01. Current Ownership to Maintain Title	9
1.02. Notice of Current Licensee	9
ARTICLE II. INTERIM REDEVELOPER'S RESPONSIBILITIES	9
2.01. Interim Redeveloper Designation	9
2.02. Demolition	9
2.03. Demolition Costs	9
2.04. Monthly Reports to the Township of Demolition Costs	9
2.05. Reimbursement of Demolition Costs	10
2.06. Timeline for Demolition	10
2.07. Environmental Remediation	11
2.08. Access to the Selecto-Flash Building Property	12
2.09. Redevelopment Proposal	12
2.10. Insurance	14
2.11. Indemnification	15
ARTICLE III. TOWNSHIP'S RESPONSIBILITIES	16
3.01. Forbearance of Redevelopment Proposal	16
3.02. Environmental Investigation and Remediation	16
3.03. Cooperation and Access to the Selecto-Flash Building Property	16
3.04. Cooperation with Approvals	17
3.05. Demolition Costs as Requirement for New Redeveloper	17
ARTICLE IV. PROHIBITIONS AGAINST ASSIGNMENT	17
4.01. Prohibitions Against Assignments	17
ARTICLE V. DEFAULT	18
5.01. Events of Default	18
(a) Interim Redeveloper's Events of Default	18
(b) Township's Events of Default	19
5.02. Township's Remedies	19
5.03. Interim Redeveloper's Remedies	20
5.04. No Waiver Rights and Remedies by Delay	20
5.05. Rights and Remedies Cumulative	20
ARTICLE VI. REPRESENTATIONS	21
6.01. Representations of Interim Redeveloper	21

6.02. Representations of the Township	21
ARTICLE VII. NOTICES AND DEMANDS	22
7.01. Manner of Notice	22
ARTICLE VIII. MISCELLANEOUS	23
8.01. Force Majeure	23
8.02. Non Default Termination	23
8.03. Right of Entry For Utility Service	24
8.04. Interim Redeveloper Not To Block or Obscure Utility Easements	24
8.05. Maintenance and Security of Selecto Flash Building Property	24
8.06. Equal Employment Opportunity	25
8.07. Entire Agreement	26
8.08. Titles of Articles and Paragraphs/Sections/Headings	26
8.09. Counterparts	26
8.10. Severability	26
8.11. Governing Law	26
8.12. Waiver of Jury	26

INDEX OF EXHIBITS

Description

Exhibit “A”	Proposal	i
Exhibit “B”	Consent for Access to Properties	ii
Exhibit “C”	License Agreement	iii

INTERIM REDEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of March 2017 (hereinafter referred to as the "Agreement") between the **TOWNSHIP OF WEST ORANGE**, a public body corporate (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the "Township"), having its offices at 66 Main Street, West Orange, New Jersey 07052, and **THE ALPERT GROUP, LLC** with offices located at 1 Parker Plaza, Fort Lee, New Jersey 07024 (hereinafter referred to as "Alpert" or the "Interim Redeveloper").

WITNESSETH:

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A –1 et seq. (the "Local Redevelopment and Housing Law"), the Township is responsible for implementing redevelopment plans and carrying out redevelopment projects in the Township; and

WHEREAS, the Interim Redeveloper is in the business of rehabilitating, adaptively reusing and redeveloping properties and improvements; and

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the Township passed Resolution No. 228-16 which designated as "an area in need of redevelopment" a series of parcels of property referred to as the Central Valley Redevelopment Area (hereinafter referred to collectively as the "Redevelopment Area") and adopted a redevelopment plan for the area as may be further amended and supplemented from time to time, (hereinafter referred to as the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Area designated by the Township consists of approximately 2.5 acres and specifically includes parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 as each respective parcel of property is designated upon the official Tax Maps of the Township of West Orange (the "Parcels"); and

WHEREAS, the Parcels are included as part of the Central Valley Brownfields Development Area (the "BDA"); and

WHEREAS, the Parcels are presently owned by various parties, including the Township which has obtained a final judgment in an In Rem Tax Foreclosure pertaining to parcels identified as Block 9, Lot 36 and Block 7, Lot 22; and

WHEREAS, following the final judgment in the In Rem Tax Foreclosure, the Township has obtained title to a vacant lot known as Block 7, Lot 22 (the “Selecto-Flash Vacant Lot”), and Block 9, Lot 36 (the “Selecto-Flash Building Property”); and

WHEREAS, a copy of the Redevelopment Plan, as constituted on the effective date of this Agreement, has been filed in the Office of the Clerk of the Township, located at 66 Main Street, West Orange, New Jersey 07052; and

WHEREAS, the Local Redevelopment and Housing Law authorizes the Township to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Interim Redeveloper has engaged in various negotiations with the Township regarding its proposal to be designated redeveloper until December 31, 2019 (the “Term”) during which 1) the Interim Redeveloper shall demolish the current buildings located on the Selecto-Flash Building Property as an initial step towards implementation of the Redevelopment Plan; 2) the Township will undertake remediation of environmental contamination of the Selecto-Flash Building Property; provided funding is available; and 3) based on the outcome of the remediation effort, the Interim Redeveloper may exercise the option to file an application for land use approvals to develop the Selecto-Flash Building Property consistent with the Redevelopment Plan and to purchase that Property from the Township; and

WHEREAS, the Township has determined that it is in the Township’s best interests to select the Interim Redeveloper to serve as the designated redeveloper for the Redevelopment Area for the Term to implement steps toward the Redevelopment Plan as set forth herein; and

WHEREAS, during the Term, the Interim Redeveloper will have the exclusive right to file a land use application with the Township with regards to the Selecto-Flash Building Property with no

promises or commitment as to its acceptance; but, if such an application is approved, with the further right to acquire the Selecto-Flash Building Property under terms set forth herein; and

WHEREAS, the Township and the Interim Redeveloper have engaged in such negotiations and the Township has determined that in furtherance of the Township's objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Township's best interests to enter into this Agreement with the Interim Redeveloper; and

WHEREAS, Interim Redeveloper acknowledges that all uses to which the Redevelopment Area may be devoted are controlled by the Redevelopment Plan and this Agreement, and that under no circumstances shall the Interim Redeveloper undertake any demolition, rehabilitation, or construction on or development of the Redevelopment Area unless it is materially in accordance with the Redevelopment Plan and this Agreement, and that Interim Redeveloper further understands and acknowledges that if any part of the Redevelopment Area is developed and used in a manner inconsistent with the Agreement or the Redevelopment Plan, the Township shall have the right as more specifically set forth herein to terminate this Agreement; and

WHEREAS, the Township and the Interim Redeveloper desire to enter into this Agreement for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the Redevelopment, all in accordance with the Redevelopment Plan, applicable law and the terms and conditions of this Agreement hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and for the benefit of the parties hereto and general public, and, further to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree as follows:

DEFINITIONS

Defined Terms. The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

Agreement: The scope of this Redevelopment Agreement includes certain activities identified herein to further the redevelopment of the Selecto-Flash Building Property within the Township of West Orange, County of Essex and State of New Jersey.

Applicable Law: Any and all federal, state and local laws, rules, regulations, statutes and ordinances applicable to the Project, or to any aspect of this Agreement.

Concrete Testing: On February 21, 2017, the Township approved a proposal by Matrix New World to test the Selecto-Flash Building Property's concrete. It is expected that those results will be available by March 21, 2017 ("Concrete Test"). If the Concrete Testing reveals concentrations of contaminants in excess of permissible levels for re-use of the concrete on-site, then the Township shall either (i) remove that concrete, at its cost and expense, after it is crushed and stockpiled by the Interim Redeveloper; or (ii) either party may terminate this Agreement on twenty (20) days notice.

Demolition Timetable: That schedule set forth in Paragraph 2.06 which designates the Interim Redeveloper's deadlines in completing the Demolition Project consistent with this Agreement.

Days: Whenever the word "days" is used to denote time, it shall mean calendar days, except where business days are specifically mentioned in the text. Business days are Monday through Friday and do not include Saturdays, Sundays, and Holidays.

Default: Any condition, event, act or omission on the part of or in connection with either party's performance or lack thereof of the terms and obligations of this Agreement giving rise to an Event of Default as defined in Article V herein.

Demolition Project: Shall mean the demolition and crushing of the structures located on the Selecto-Flash Building Property and rough grading of the Selecto-Flash Building Property in accordance with the Proposal annexed hereto as Exhibit “A.” The scope of this Demolition Project does not include the removal of crushed concrete from the Selecto Flash Building Property nor the removal of any tanks or other unforeseen underground structures discovered at any time. This definition shall include all reasonably necessary measures associated with the demolition of the building located on the Selecto-Flash Building Property including all appropriate applications and notices to appropriate government bodies and/or agencies and/or utilities and the obtaining of all required permits, except that testing of concrete shall be conducted by the Township within thirty (30) days of the execution of this Agreement.

Effective Date: The date this Agreement is approved by the Township Council and executed by the Mayor.

EPA (or USEPA): The United States Environmental Protection Agency.

Events of Default: Defined in Paragraph 5.01 herein.

Financial Institution: A bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank, Economic and/or Redevelopment Authority or similarly recognized reputable source of construction or permanent financing for the Project which may be chartered under the laws of the United States of America, or any State thereof.

Force Majeure: As used in Paragraph 8.01 herein, shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Interim Redeveloper and any delays in the receipt of any necessary Governmental Approvals despite the diligent efforts of Interim Redeveloper to obtain

same.

Governmental Applications: Shall mean any and all submissions, supporting documents, reports or other proofs transmitted to any State, federal or local governmental office, Township authority, department, officer or agent for the purpose of obtaining authorization or approval of any aspect of the Project.

Governmental Approvals: Any approvals, authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project or any aspect thereof in accordance with the Applicable Law, the Redevelopment Plan and this Agreement.

Insurance Requirements: All requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Project, the Selecto Flash Building Property or applicable to any Improvements thereon, or with respect to any portion of the Selecto Flash Building Property, or any easement, license, or other right of access for the benefit of the Interim Redeveloper granted by the Township, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Project, the Selecto Flash Building Property, the Improvements thereon or the use or condition thereof. The Interim Redeveloper and any contractors or sub-contractors engaged by the Interim Redeveloper shall provide a Certificate of Insurance naming the Township and Interim Redeveloper as additional insured with coverage in the amounts set forth in Paragraph 2.10 herein.

Interim Redeveloper: The Alpert Group, LLC or its designee; provided, however, that the Alpert Group, LLC shall remain fully liable for all obligations hereunder. Any assignment must be approved by approved by the Township after submission of all required financial information which approval shall not be unreasonably withheld.

Local Redevelopment and Housing Law: N.J.S.A. 40A:12A-1, et seq., and as same may be amended from time to time.

NJDEP (or DEP): The State of New Jersey Department of Environmental Protection.

Notice to Proceed: A notice issued by the Township to the Interim Redeveloper to proceed with the Demolition Project, to be issued after completion of pre-demolition concrete testing;

Planning Board: The Township of West Orange Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

Project: The Demolition Project as defined herein, as well as any redevelopment of the Redevelopment Area consistent with the Redevelopment Plan.

Redevelopment Area (or the Parcels): Those parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 upon the official Tax Maps of the Township of West Orange of property designated by the governing body of the Township of West Orange as the Central Avenue Redevelopment Area pursuant to the Local Redevelopment and Housing Law and as may be amended.

Redevelopment Plan: The Central Avenue Redevelopment Plan, as adopted and amended by the Township Council of the Township of West Orange, and as it may hereafter be amended from time to time in accordance with the law.

Redevelopment Proposal: The formal proposal submitted by the Interim Redeveloper setting forth a specific design and plan for all or any portion of the Redevelopment Area. The Interim Redeveloper shall have the exclusive right to submit a Redevelopment Proposal to the Township during the Term of this Agreement. The Township agrees to review that Redevelopment Proposal consistent with the provisions of the LRHL and the Municipal Land Use Law.

Selecto Flash Building Property: Property identified as Block 9, Lot 36 on the Tax Map of the Township of West Orange.

Term: The duration of this Agreement shall be from the Effective Date until December 31, 2019, subject to extensions under the terms set forth herein.

Township: The party defined as such in the Recitals of this Agreement, together with any

successor(s) thereto, and is specifically defined here as the Township of West Orange, its successors or assigns.

ARTICLE I

TITLE TO THE PARCELS WITHIN THE REDEVELOPMENT AREA

1.01. Current Ownership to Maintain Title. The designation of the Interim Redeveloper shall **not** affect any ownership or title to any of the parcels within the Redevelopment Area , unless the Parties agree that the Township shall convey any parcel(s) to the Interim Redeveloper pursuant to the terms of this Agreement

1.02. Notice of Current Licensee. The Township has entered into a license agreement with Richard Behar d/b/a Roseland Landscaping (the “Current Licensee”) for a portion of the Selecto Flash Building Property whereby the Current Licensee is authorized to store equipment and vehicles. A copy of the License Agreement is annexed to this Agreement as Exhibit “C”.

ARTICLE II

INTERIM REDEVELOPER’S RESPONSIBILITIES

2.01. Interim Redeveloper Designation. The Alpert Group, LLC is hereby designated the Interim Redeveloper for **the Selecto-Flash Building Property subject to the terms and conditions herein.**

2.02 Demolition Project. The Interim Redeveloper shall demolish the structures located on the Selecto-Flash Building Property, crush the debris, and rough grade the Selecto-Flash Building Property as per the attached Proposal and in accordance with the schedule set forth in Paragraph 2.06 herein.

2.03. Demolition Costs. The Interim Redeveloper shall be responsible for all costs set forth in the Proposal attached hereto as Exhibit “A,” subject to Paragraph 3.05 of this Agreement.

2.04. Monthly Reports to the Township of Demolition Costs. The Interim Redeveloper shall maintain a record of all direct costs related to the Demolition including identification of all contractors, copies of cancelled checks and other supporting documentation to support all

disbursements made in connection with the Demolition Project (the “Demolition Costs”) and shall provide a monthly report to the Township showing the Demolition Costs incurred during that month.

The first report shall be due no later than ten (10) days after the first full month following the Effective Date of this Agreement (the “Monthly Report”). Each subsequent Monthly Report shall be due one month thereafter from the previous report due date. All monthly reports shall be transmitted via electronic mail to the following:

<u>Name</u>	<u>Title</u>	<u>Email Address</u>
Mayor Robert D. Parisi	Mayor	Mayor@westorange.org
Karen Carnevale	Municipal Clerk	Kcarnevale@westorange.org
Richard D. Trenk, Esq.	Municipal Attorney	Rtrenk@trenklawfirm.com
Leonard Lepore	Director of Engineering	LLepore@westorange.org
Tom Tracey	Construction Official	TTracey@westorange.org
Geneice Gary Adams	Zoning Officer	ZoningOfficial@westorange.org
John K. Sayers	Business Administrator	JSayers@westorange.org
John Gross	Chief Financial Officer	JGross@westorange.org

The Township may designate additional persons to receive the Monthly Report from time to time. The Interim Redeveloper understands that all reports shall be available to the public.

2.05. Reimbursement of Demolitions Costs. In the event that this Agreement is terminated by either Party, the Interim Redeveloper shall be entitled to reimbursement of all Demolition Costs from any subsequently designated redeveloper, no later than as a condition of transfer of title from the Township to that subsequently designated redeveloper, or any subsequent owner of the Selecto-Flash Building Property. The Township will designate the Interim Redeveloper as a third party beneficiary in any agreement with any subsequently designated redeveloper with respect to this reimbursement obligation. No interest or other fees shall be added.

2.06. Timeline for Demolition. Interim Redeveloper shall proceed with the Demolition consistent with the following timeframe:

i. All required applications for shut off shall be submitted to all appropriate utility company/entities within twenty (20) days of Interim Redeveloper's receipt of the Notice to Proceed with copies to the Township.

ii. All required demolition permits shall be submitted to the Township's Construction Department within ten (10) days of receipt of all disconnect notices with copies to the Township.

iii. Physical demolition of the building on the Selecto-Flash Building Property shall commence no later than twenty (20) days after the Township issues the demolition permit. Demolition shall continue day to day until completed, subject to conditions qualifying as force majeure as set forth in this Agreement.

iv. The Selecto-Flash Building Property will be rough graded within ninety (90) days of receipt of all permits authorizing that grading and filling activity.

The Township and Interim Redeveloper agree that these timeframes may be extended by mutual written consent by both Parties.

2.07. Environmental Remediation. The Township and Interim Redeveloper acknowledge the existence of environmental contamination on the Selecto-Flash Building Property and that the Redevelopment Area has been included in the BDA. The Township and Interim Redeveloper agree that the Interim Redeveloper shall have no liability for the existing environmental conditions on the Selecto-Flash Building Property and no obligation regarding the remediation of the existing environmental conditions on the Redevelopment Area. The Township agrees that it will apply for and diligently pursue funding for the remediation of the Selecto Flash Building Property under the Hazardous Discharge Site Remediation Program or other sources of funding available from the NJDEP. Assuming the availability of funding, the Parties estimate that the remedial investigation of the Selecto-Flash Building Property will proceed such that a Remedial Action Workplan can be completed in two years from the Effective Date of this Agreement. Within sixty

(60) days of the completion and submission of the RAWP to NJDEP, Interim Redeveloper may choose to terminate this Agreement, at which point neither Party shall retain any liabilities or responsibilities to the other except for the indemnification obligations set forth in Paragraph 2.11 herein and the Interim Redeveloper's right to reimbursement of Demolition Costs pursuant to Paragraphs 2.05 and 3.05 herein.

2.08. Access to the Selecto-Flash Building Property. The Interim Redeveloper is hereby granted a license during the Term of this Agreement to enter onto and into the Selecto-Flash Building Property at its own risk. Simultaneously, the Interim Redeveloper agrees to allow access to the Selecto-Flash Building Property to the Township and its professionals, including but not limited to, the Township's designated environmental consultants and any and all governmental agencies and entities with jurisdiction related to activities to be performed on to the Selecto-Flash Building Property including, but not limited to, the NJDEP and the EPA, consistent with the Consent for Access to Properties annexed to this Agreement as Exhibit "B." The Interim Redeveloper agrees that it shall not interfere or hinder in any way the ability of the DEP, the EPA, the Township, and/or the Township's designee to perform environmental testing, sampling, or any other environmental or other site work on the Selecto-Flash Building Property. During the Term, the Interim Redeveloper shall not have the right to rent or sublet or earn income from the Selecto-Flash Building Property and all income earned or generated shall be the sole property of the Township. .

2.09. Redevelopment Proposal. During the Term of this Agreement, the Interim Redeveloper shall have the sole right to submit to the Township a Redevelopment Proposal which shall include a specific design and plan for the use of either the Selecto-Flash Building Property and/or the Redevelopment Area. The Interim Redeveloper understands, acknowledges, and agrees that the submission of a Redevelopment Proposal is subject to all review and approvals as required under the Local Redevelopment and Housing Law and all other governing regulations, ordinances and law. The Interim Redeveloper also understands, acknowledges, and agrees that any Redevelopment Proposal must comply with the Redevelopment Plan as adopted by the

Township Council. No promises or representations have been made or relied upon in entering into this Agreement.

During the Term of this Agreement, the Interim Redeveloper may file applications with the Township under the Municipal Land Use Law, seeking approvals for a Redevelopment Proposal expected to consist of approximately one hundred (100) residential units and possible commercial space, and to State and County agencies where necessary, including but not limited to a Flood Hazard Area Verification and Individual Permit from NJDEP. Interim Redeveloper will diligently pursue any such applications, with the expectation that final approvals will be granted within one year of the completion and submission of applications.

At any time after receipt of approvals of the Redevelopment Proposal pursuant to the Municipal Land Use Law and applicable State and County approvals, Interim Redeveloper may apply for a Long Term Tax Exemption ("LTTE") pursuant to NJSA 40A:20-1 et seq. Interim Redeveloper anticipates submitting an LTTE application providing for a Payment In Lieu Of Taxes ("PILOT") based on 10% of gross revenue if a residential or commercial use is developed on the Property. If the ultimate end use of the Property is a surface parking lot, Interim Redeveloper shall not seek an LTTE. Interim Redeveloper acknowledges that, by virtue of entering into this Agreement, the Township is not obligated to grant an LTTE. However, should an LTTE not be granted, or the necessary Municipal Land Use Law approvals or other State or County approvals be denied, Interim Redeveloper reserves the right to terminate this Agreement at which point neither Party shall retain any liabilities or responsibilities to the other except for the indemnification obligations set forth in Paragraph 2.11 herein and the Interim Redeveloper's right to reimbursement of Demolition Costs pursuant to Paragraphs 2.05 and 3.05 herein.

At any time after receipt of approvals of the Redevelopment Proposal pursuant to the Municipal Land Use Law and applicable State and County approvals, Interim Redeveloper may exercise the right to purchase the Selecto-Flash Building Property from the Township. Such closing

will take place within sixty (60) days of receipt of final Municipal Land Use Law approvals, barring circumstances constituting force majeure.

In the event that Interim Redeveloper exercises its right to purchase the Selecto-Flash Building Property, the purchase price of the Property shall be one million five hundred thousand dollars (\$1,500,000) (the "Purchase Price"). No adjustments, credits or offsets shall be available with regard to any of the Interim Redeveloper's costs and expenses including, but not limited to, the demolition costs.

2.10. Insurance. At all times during the Agreement, the Interim Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following insurance, with such variations as shall reasonably be required to conform to customary insurance practice:

(a) Builder's Risk Insurance for the benefit of Interim Redeveloper and the Township, as their interests may appear, during the term of demolition and construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Demolition Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction.

(b) Comprehensive General Liability Insurance (including coverage for any construction on or about each lot, plot, parcel or part of the Selecto Flash Building Property) against claims for bodily injury-or property damage occurring on, in or about the Selecto Flash Building Property and the adjoining streets, sidewalks and passageways, caused by or arising out of the Demolition Project and construction work that is the subject of this Agreement, in amounts not less than ten million (\$10,000,000.00) dollars per occurrence with respect to any bodily injury and two million (\$2,000,000.00) dollars per occurrence with respect to all claims for property damage;

(c) Worker's compensation insurance coverage in the amount of the full statutory liability of Interim Redeveloper;

(d) Such other insurance, in such amounts and against such risks, as is customarily maintained by Interim Redeveloper with respect to other similar properties owned or leased by it, including automobile insurance.

Within ten (10) days from the Effective Date of this Agreement, Interim Redeveloper shall submit to Township proof of all applicable insurance. Thereafter, upon each anniversary date of this Agreement, Interim Redeveloper shall submit the aforementioned proofs of insurance, for the succeeding year. The policies of insurance required to be maintained by Interim Redeveloper pursuant to Paragraph 2.10 shall name as the insured parties (except for worker's compensation insurance) the Interim Redeveloper, the Township, and their respective interests as they may appear, and shall be satisfactory to the Township.

2.11. Indemnification. The Interim Redeveloper agrees to defend, indemnify and hold harmless the Township against, and Interim Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, which the Township may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, directly relating to the Interim Redeveloper's activities in the Demolition Project or based upon or arising out of contracts entered into by the Interim Redeveloper which directly relate to the Demolition Project including but not limited to any and all claims by workmen, employees and agents of the Interim Redeveloper and unrelated third parties, which claims arise from the Demolition Project , or any other activities of Interim Redeveloper within the Redevelopment Area. It is mutually agreed by Interim Redeveloper and the Township that neither the Township, nor its Mayor, Council members, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that Interim Redeveloper will indemnify the Township, its Mayor, Council members, officers, agents and employees harmless from any

claim or suit in connection with the Interim Redeveloper's obligations under this Agreement, except for any claim or suit alleging bodily injury (including death) or property damage to the extent that said claim arises out of the acts or omissions of the Township. The Interim Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Township, its Mayor, council members, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend Interim Redeveloper, the Township and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorneys' fees in situations where it is necessary for the Township to engage its own attorneys, experts' testimony, and all costs to defend the Township or its Mayor and council members, officers, agents, servants, or employees shall be reimbursed to it by the Interim Redeveloper in connection with such indemnification claim.

ARTICLE III

TOWNSHIP'S RESPONSIBILITIES

3.01. Forbearance of Redevelopment Proposal. Upon the Effective Date of this Agreement, the Township shall forbear the solicitation or negotiation of any Redevelopment Proposals for the Redevelopment Area for the Term of this Agreement.

3.02. Environmental Investigation and Remediation. The Interim Redeveloper agrees and understands that the Township shall continue to monitor and investigate the Selecto-Flash Building Property and any other parcel(s) within the Redevelopment Area in concert with the NJDEP and EPA consistent with all environmental regulations, programs and laws subject to the availability of grants or other similar monies. The Township agrees that it will apply for and diligently pursue funding for the remediation of the Selecto-Flash Building Property under the Hazardous Discharge Site Remediation Program or other sources of funding available from the NJDEP.

3.03. Cooperation and Access to the Selecto-Flash Property. The Township shall permit representatives of the Interim Redeveloper to have access to any part of the Selecto-Flash Building Property as needed by the Interim Redeveloper to perform the Demolition Project and also to evaluate its potential proposal for future redevelopment. The Interim Redeveloper shall permit the representatives of the Township or their designees access to the Selecto-Flash Building Property at all reasonable times which any of them deems necessary for the purposes of assuring or ascertaining compliance with the terms of this Agreement, including, but not limited to, inspection of all work being performed in connection with the Demolition, unless such access constitutes a danger to those representatives or substantially compromises the Interim Redeveloper from completing the Demolition Project. No compensation shall be payable nor shall any charge be made in any form by the Interim Redeveloper or the Township for the access provided herein.

3.04 Cooperation with Approvals. The Township and Interim Redeveloper shall cooperate fully in the preparation and prosecution of any applications for governmental approvals required for the Demolition Project and any subsequent applications for development. The Interim Redeveloper shall provide to the Township copies of all applications, notices, and requests to any utility or government entity.

3.05. Demolition Costs as Requirement from New Redeveloper. The Township agrees that the Interim Redeveloper shall be reimbursed any Demolition Costs it will incur under the terms set forth in Paragraph 2.05 herein up to the maximum amount set forth on the Demolition Proposal annexed hereto as Exhibit "A."

ARTICLE IV

PROHIBITIONS AGAINST ASSIGNMENT

4.01. Prohibition Against Assignments. Both the Township and the Interim Redeveloper agree that no rights under this Agreement shall be assigned or transferred to any third party, except that Interim Redeveloper may assign its rights under this Agreement to another Urban Renewal Entity in which Interim Redeveloper has an interest, without consent of the Township. Any

proposed assignment to an entity in which Interim Redeveloper does not own a majority control or interest shall require Township approval, which shall not be unreasonably withheld, upon submission by the Interim Redeveloper of credible evidence that the assignee has sufficient experience, qualifications and capitalization to complete the Demolition Project and any subsequent redevelopment projects proposed for the Redevelopment Area.

ARTICLE V

DEFAULT

5.01. Events of Default. Each of the following shall constitute an Event of Default (hereinafter referred to as an “Event of Default”):

(a) Interim Redeveloper’s Events of Default

(1) If the Interim Redeveloper fails to meet any of the deadlines set forth in the Demolition Timeframe in Paragraph 2.06 as may or may not be extended by consent; or

(2) If the Interim Redeveloper interferes or inhibits the Townships, the Township’s designees, the NJDEP, or the EPA from performing environmental monitoring, investigation or remediation on the Selecto-Flash Building Property; or

(3) If the Interim Redeveloper utilizes the Selecto-Flash Building Property or any other parcel within the Redevelopment Area in a manner inconsistent with the Agreement, the Redevelopment Plan, or any governing law or regulation; or

(4) If the Interim Redeveloper fails to obtain or maintain the required insurance as set forth in Paragraph 2.10 of this Agreement; or

(5) If the Interim Redeveloper be liquidated, or shall file a voluntary petition in bankruptcy or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if the Interim Redeveloper shall consent to the appointment of a receiver, or an answer proposing the adjudication of the

Interim Redeveloper as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, shall be filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within ninety (90) days from entry thereof, or if the Interim Redeveloper shall consent to the filing of such petition or answer;

(b) **Township's Events of Default**

(1) If the Township interferes with the Interim Redeveloper's ability to perform the Demolition Project consistent with the requirements of this Agreement; or

(2) If the Township designates another redeveloper during the Term; or

(3) If the Township fails to cooperate with the Interim Redeveloper's efforts to prepare or prosecute any applications for governmental approvals required for the demolition or subsequent construction on the Selecto-Flash Building Property; or

(4) If the Township fails to carry out its responsibilities with respect to investigation and remediation of contamination on the Selecto Flash Building Property as specified in Paragraph 2.07 herein provided sufficient grant monies are available; or

(5) If the Township fails to carry out its contractual obligations set forth in Paragraph 2.08.

5.02. Township's Remedies. Upon the occurrence of Interim Redeveloper's Event of Default during the term of this Agreement, the Township shall provide written notice of the Event of Default to Interim Redeveloper, whereupon Interim Redeveloper shall have thirty (30) days to cure such Event of Default, provided however, that for so long as Interim Redeveloper is using commercially reasonable efforts to cure, if Interim Redeveloper is not capable of curing the subject Event of Default within such cure period, the Township and Interim Redeveloper shall agree on a time frame to cure. If Interim Redeveloper is unable to cure within that agreed-upon timeframe, then the Township has the right upon ten (10) days' notice to Interim Redeveloper to terminate this Agreement and demand that Interim Redeveloper cease all further actions related to the

Redevelopment Area. The Township shall also have the right to recoup any damages associated with a default by the Interim Redeveloper by an action at law. Notwithstanding any termination of this Agreement pursuant to this subsection, Interim Redeveloper shall still be reimbursed its Demolition Costs pursuant to the provisions of Paragraphs 2.05 and 3.05 herein.

5.03. Interim Redeveloper's Remedies. Upon the occurrence of the Township's Event of Default, the Interim Redeveloper shall provide written notice of the Event of Default to the Township, whereupon the Township shall have thirty (30) days to cure such Event of Default, provided however, that for so long as the Township is using commercially reasonable efforts to cure, if the Township is not capable of curing the subject Event of Default within such cure period, the Township and Interim Redeveloper shall agree on a time frame to cure. If the Township is unable to cure within that agreed-upon timeframe, then the Interim Redeveloper has the right upon ten (10) days notice to the Township to terminate this Agreement and receive reimbursement from the Township of the Demolition Costs incurred to date.

5.04. No Waiver of Rights and Remedies by Delay. Any delay by an aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise to exercise such rights at a time when the aggrieved party may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the defaulting party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

5.05. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by the terms of this Agreement, shall be cumulative, and

the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE VI

REPRESENTATIONS

6.01. Representations of Interim Redeveloper. Interim Redeveloper represents and warrants to the Township that this Agreement has been duly authorized, executed and delivered by Interim Redeveloper and, on the Effective Date will constitute a legal, valid and binding obligation of Interim Redeveloper enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by Interim Redeveloper and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which Interim Redeveloper is a party or by which it is bound or the Certificate of Incorporation, By-Laws, Certificate of Formation, Operating Agreement or Partnership Agreement of Interim Redeveloper, or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. Interim Redeveloper represents and warrants that it has obtained all necessary licenses, certifications and further represents that it will be qualified to do business in New Jersey on or after the Effective Date.

6.02. Representation of the Township: The Township represents and warrants to Interim Redeveloper that this Agreement has been duly authorized by virtue of a certain Resolution, executed and delivered by the Township and, on the Effective Date, will constitute a legal, valid and binding obligation of the Township enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by the Township and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which the Township is a party or by which it is bound by any statute, rule, regulation, ordinance, order or decree in force as of the date hereof.

ARTICLE VII

NOTICES AND DEMANDS

7.01. Manner of Notice. A notice, demand, or other communication required under this Agreement by either party to the other shall be considered given and delivered if it is dispatched by registered or certified mail, overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange:**

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Avenue
West Orange, New Jersey 07052

(b) **In the case of the Alpert Group:**

Joseph Alpert
1 Parker Plaza
Fort Lee, New Jersey 07024

With copy to:

William C. Sullivan, Jr., Esq.
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, New Jersey 07071

(c) At such other addresses a party may, from time to time, designate in writing and mail to the other as provided herein.

ARTICLE VIII

MISCELLANEOUS

8.01. Force Majeure. It is agreed that the terms of this Agreement and any deadlines set forth herein, including but not limited to the Demolition Timetable set forth in Paragraph 2.05 shall be modified if completion of the Demolition or other compliance with this Agreement is prevented by an event of Force Majeure, as defined in the Definitions Section hereof. Where the completion of the Demolition or other compliance with this Agreement is prevented by an event of Force Majeure, the relevant term(s) of this Agreement and/or any deadline shall be modified/extended for the period of delay caused thereby, provided that the Interim Redeveloper who seeks the benefit of this provision on force majeure shall, within ten (10) days after the beginning of any such enforced delay, have notified the Township in writing, and of the cause or causes thereof, and therein has requested a modification of the term and/or an extension for the period of the enforced delay. In addition to the examples of Force Majeure set forth in the Definitions Section hereof, compliance with municipal laws regulating land use and rehabilitation and/or construction, any legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement shall be construed to be an event(s) of Force Majeure.

8.02. Non Default Termination. The Interim Redeveloper acknowledges and understands that the Township's title to the Selecto-Flash Building Property arose from the Final Judgment issued by the Superior Court of New Jersey following the Township's In Rem Tax

Foreclosure. The Interim Redeveloper further acknowledges and understands that the previous title owner to the Selecto-Flash Building Property may seek to redeem its interest in the Selecto-Flash Building Property or seek to amend the Final Judgment pursuant to New Jersey Court Rule 4:50-1 up to one year from the date of the Final Judgment. In the event that the previous title owner applies to the Superior Court of New Jersey to redeem its interest or amend the Final Judgment, the Township will provide notice to the Interim Redeveloper, upon which notice the Interim Redeveloper may elect to terminate this Agreement. In that event, to the extent that the Township is reimbursed or compensated in any manner by the prior title owner of **the Selecto-Flash Property, then the Township will reimburse Interim Redeveloper for the Demolition Costs incurred by Interim Redeveloper.**

8.03. Right of Entry For Utility Service. The Township reserves for itself and any public utility company, as may be appropriate, the unqualified right to enter upon the Selecto-Flash Building Property at any reasonable time for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Selecto-Flash Building Property boundary lines provided written notice is given to Interim Redeveloper prior to entry. Such written notice shall not be required in the case of an emergency occurring on or around the Redevelopment Area, the conditions of which would require immediate or emergency entry.

8.04. Interim Redeveloper Not To Block or Obscure Utility Easements. The Interim Redeveloper shall obscure or block access to any easement for public utilities described or referred to in Paragraph 8.03 herein, unless such blockage is approved by the Township. If approval for such blockage is requested by the Interim Redeveloper, the Township shall use its best efforts to assure that such approval shall not be withheld unreasonably.

8.05. Maintenance and Security of Selecto Flash Building Property. The Interim Redeveloper shall be responsible for the maintenance and security of the Selecto-Flash Building Property subject to this Agreement and shall continue to do so until such time as Interim Redeveloper completes the Demolition pursuant to Paragraph 2.01. Interim Redeveloper shall

keep the Selecto-Flash Building Property safe, clean and kept so that any garbage or debris is promptly collected and disposed of.

8.06. Equal Employment Opportunity. The Interim Redeveloper agrees that during the Demolition:

(a) The Interim Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Interim Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Interim Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Township which are consistent therewith;

(b) The Interim Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Interim Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin;

(c) The Interim Redeveloper will send to each labor union or representative of workers with which the Interim Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union workers' representative of the Interim Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965 as amended and modified, and shall post copies of said notice in conspicuous places available to employees and applicants for employment;

(d) The Interim Redeveloper will comply with all provisions of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), and all rules, regulations, and relevant orders of the Secretary of Labor;

(e) Subcontractors and suppliers to the Project shall to the extent reasonably possible include qualified and certified minority enterprises; and

(f) To the maximum extent possible, the obligations in this Section shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Interim Redeveloper shall so provide.

8.07. Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof and may not be modified, or amended except by a written agreement specifically referring to this Agreement signed by all the parties hereto.

8.08. Titles of Articles and Paragraphs/Sections/Headings. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

8.09. Counterparts. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

8.10. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any legal or remedial action taken hereunder shall be in the Superior Court of the State of New Jersey; Essex County.

8.12 WAIVER OF JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING THIS AGREEMENT OR ANY OTHER

INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Township has caused this Agreement to be duly executed in its name and behalf by the Mayor, and its seal to be hereunto duly affixed and attested by the Township Clerk, and the Interim Redeveloper has caused this Agreement to be duly executed in its name and on its behalf by its sole member, on or as of the day first above written.

ATTEST:

Township of West Orange

By: _____
Karen Carnevale, Township Clerk

By: _____
Robert D. Parisi, Mayor

ATTEST:

The Alpert Group, LLC

By:  _____
Maureen Serz

By:  _____
Joseph Alpert

EXHIBIT "A"

PROPOSAL

PROPOSAL

Vecharello Contracting, LLC

General Contractors

P.O. Box 4458, Wayne, New Jersey 07474-4458

Office: 973-345-6500 * Fax: 973-345-6502 * Mobile: 973-583-1870

E-mail: vecharello@aol.com

Proposal submitted to:

The Alpert Group
1 Parker Plaza
Fort Lee, NJ 07024

Work to be performed at:

18 Central Ave
West Orange, NJ 07050

February, 23rd 2017

We hereby propose to furnish the materials and perform the labor necessary to complete the demolition of 1 existing 64,000 sq ft building @ 18 Central Ave West Orange, NJ 07050. This building consists of the following:

Asbestos abatement and removal

1. Appx. 30,000 sq ft roofing material. All roofing material located at the property contains asbestos.
2. Appx. 6,000 sq ft vinyl asbestos tile located on the 2nd floor rear & front areas
3. Appx. 10,000 sq ft of 1x1 ceiling tile glue dots located on the 3rd floor office area

All other samples came back either less than 1.0% or no asbestos detected

(ASBESTOS SURVEY PROVIDED BY HARMONY CONTRACTING INC)

Demolition Scope of work includes

1. Locate cut and cap existing sewer & water laterals
2. Demolish and remove all roofs, floors and existing foundations (including slabs and footings)
3. Hammer, Crush, remove and stockpile concrete on-site for future use
4. Remove all demo debris (excluding concrete)
5. Obtain all necessary permits paid by owner
6. Removal, transport, and disposal off site of all MEP associated with the structure
7. Rough grade building area
8. Includes asbestos survey

Does not include cost or removal of any contaminated soil.

EXCLUSIONS:

If any underground storage tanks, contaminated soil, ledge rock, ground water or required pumping and/or dredging during excavation is necessary, all costs will be in addition to the contract price listed below.

THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)

THIS CONTRACT DOES NOT INCLUDE ANY FEES, PERMITS, BONDS, ETC. REQUIRED BY:

PSE&G;

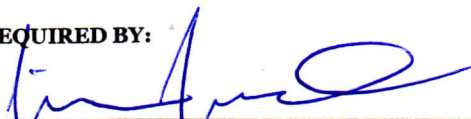
Passaic Valley Water Commission

West Orange Police, Building, and Engineering Department

Third-party Inspections

Architectural or engineering costs

Any extermination or animal abatement.



WILLIAM VECHARELLO (PRESIDENT)

ALPERT GROUP REP

ALL WORK WILL BE DONE IN COMPLIANCE WITH LOCAL, STATE & FEDERAL GUIDELINES

EXHIBIT "B"

CONSENT FOR ACCESS TO PROPERTIES

CONSENT FOR ACCESS TO PROPERTIES

Name: Orange Valley Regional Groundwater Superfund Site

Properties: 18 Central Ave Properties LLC
Selecto-Flash Property
18 Central Avenue
West Orange, New Jersey 07052
Tax Block 9, Lot 36

I, the undersigned, represent that

SELECTO-FLASH IN TAX FORECLOSURE BY TOWNSHIP
is the owner of the real property noted above and that I am authorized to represent
TOWNSHIP OF WEST ORANGE and under such authorization, I consent to officers, employees, and other authorized representatives of the United States Environmental Protection Agency (EPA) entering and having continued access to the above described properties for the following purposes:

1. Visiting and inspecting the property;
2. Temporary staging/storing of environmental investigation equipment or collected environmental media;
3. Collecting groundwater, soil or sediment samples;
4. Installing, logging and/or developing groundwater monitoring well(s);
5. Removing and disposing of all materials generated by these actions; and
6. Any other actions required to properly implement this Superfund remedial response action.

I realize that these actions by EPA are undertaken pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA", 42 U.S.C. §9601 et seq.) This written permission is given by me voluntarily with knowledge of my right to refuse and without threats or promises of any kind.

Date: *Nov 2016*

ROBERT PARISI, Mayor

Name of Authorizing Official

[Signature]
Signature of Authorizing Official

** AN ORDER PERMITTING ACCESS HAS BEEN ENTERED IN FAVOR OF THE TOWNSHIP.*

MAYOR, TOWNSHIP OF WEST ORANGE
Title of Authorizing Official

Authorizing Official Contact Information:

973 325 7050 JSAYERS@WESTORANGE.
Telephone JOHN K. SAYERS, E-mail ORG
BUSINESS ADMINISTRATOR

**TRENK, DiPASQUALE, DELLA FERA
& SODONO, P.C.**

347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052
(973) 243-8600
Richard D. Trenk, Esq. (016951982)
Attorneys for Plaintiff Township of West Orange

TOWNSHIP OF WEST ORANGE, a Municipal
Corporation of the State of New Jersey,

Plaintiff,

v.

4 TOMPKINS STREET,
Block 7, Lot 22 assessed to
SELECTO-FLASH, CORP

18 CENTRAL AVENUE,
Block 9, Lot 36 assessed to
SELECTO-FLASH, CORP.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ESSEX COUNTY

Civil Action

DOCKET NO.: ESX-F-011876-16

**ORDER GRANTING IMMEDIATE
POSSESSION AND ACCESS TO
PROPERTY PURSUANT TO N.J.S.A. 54:5-53.1**

THIS MATTER having been brought before the Court by Trenk, DiPasquale, Della Fera & Sodono, P.C, 347 Mt. Pleasant Ave., Suite 300, West Orange, New Jersey, 07052 (Richard D. Trenk, Esq., appearing), attorneys for Plaintiff Township of West Orange (the "Township") upon the filing of a Verified Complaint on April 21, 2016 (the "Verified Complaint") seeking in rem tax foreclosure on the properties captioned herein (the "Selecto-Flash Properties"); and

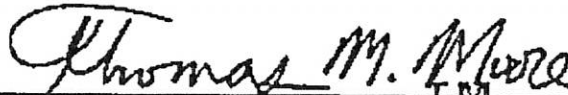
WHEREAS the Township seeks an order for the immediate possession of the land and all rents and incomes thereof, pursuant to N.J.S.A. 54:5-53.1, based upon the facts set forth in the Supporting Certification of Zoning Official Geniece Gary-Adams and the Certification of Mark Y. Moon, Esq. filed herewith; and it appearing that all parties in interest having been provided notice of this application and notice having been posted on the Selecto-Flash Properties; and for good cause shown;

IT IS on this 23rd day of August, 2016:

ORDERED that the Township's Motion Seeking Immediate Possession and Access to the Selecto-Flash Properties is hereby granted; and it is further

ORDERED that the Township shall have the immediate possession and access to the Selecto-Flash Properties pursuant to N.J.S.A. 54:5-53.1 for collection of any and all revenues, rents, or profits being generated from the use of the Selecto-Flash Properties or the bar further trespass upon the Selecto-Flash Properties; and it is further

ORDERED that a copy of this Order shall be served on all counsel of record within 7 days from counsel's receipt hereof.



HONORABLE Thomas M. Moore, J.S.C.
JUDGE OF THE SUPERIOR COURT,
CHANCERY DIVISION

☐ Opposed

☒ Unopposed

EXHIBIT "C"
LICENSE AGREEMENT

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation whose address is 66 Main Street, West Orange, New Jersey (the "Township"),

and

Richard Behar d/b/a Roseland Landscaping whose address is 29 Williamsburg Drive, Roseland, NJ 07068 ("Licensee" and, together with Township, the "Parties.").

The above Parties hereby agree to the following terms and conditions of this license agreement.

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of December 1, 2016 ("Effective Date"). This Agreement shall not be effective until Township receives a copy of this Agreement executed by the Licensee and any necessary resolution or documentation evidencing authorization for the execution of this License Agreement by the Township Council.

2. **Description of Agreement Premises.** The premises licensed by the Township to Licensee includes the space located at the exterior of the property depicted as Block 9, Lot 36 on the Tax Map of the Township of West Orange, known as 18 Central Avenue, West Orange, NJ 07052 (the "Premises").

3. **Term, Renewal, and Termination.** The initial term of this License shall be for one (1) month with a commencement date of December 1, 2016 (the "Initial Term"). This Agreement shall be renewable for an additional one (1) month renewal term upon the expiration of the Initial Term (the "First Renewal Term") which shall automatically occur unless either party issues written notice advising the other party that the License shall not be renewed. Such notice must be provided no later than five (5) days from the termination of the Initial Term. This Agreement shall then operate on a month to month basis until and unless either party issues a Notice of Termination. Such notice shall be issued no later than seven (7) days from the termination of any one month renewal term.

4. **Licensee's Use.** Licensee shall use the Premises solely for the storage of equipment and vehicles on the areas adjacent to the fence line adjacent to Central Avenue. Licensee shall be barred from any and all illegal acts on the Premises and any illegal acts on the Premises shall be deemed a default of this agreement and subject to immediate termination.

5. **Prohibited Access.** Licensee agrees that it shall be barred from accessing any of the structures on the Premises. Licensee shall refrain from approaching ten (10) feet from any of the structures located on the Premises.

6. **Fee and Insurance.** A fee shall be payable at a rate of \$400 per month. This fee shall be paid no later than the fifth of each monthly term. Licensee agrees to maintain public liability insurance naming itself and the Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. This License Agreement shall not be effective until Township receives the required proof of insurance. Any failure to timely renew the required insurance shall be deemed a default of this agreement subject to immediate termination.

7. **Non Exclusive Usage.** Licensee acknowledges and agrees that it shall not have exclusive use of the Premises during the term of the License Agreement. The Township may utilize the facilities at any time and for any purpose. In addition, Licensee acknowledges and agrees that other local, state and federal agencies shall have access to the Premises. The Township agrees that it will not interfere with Licensee's property on the Premises without providing one days notice affording Licensee the opportunity to move its property.

8. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will not abandon the Premises and will do nothing that could increase the cost of Township's fire or public liability insurance.

9. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitutes fixtures or cannot be removed without material harm to the Premises shall be Township's property upon installation. All of Licensee's personal property shall be removed by Licensee before the termination or expiration of this License Agreement. Licensee, at the same time, shall repair any injury done to the Premises in connection with the installation and removal of the improvements and the personal property. Licensee shall surrender the Premises in the same condition as they were at beginning of this License Agreement, subject to reasonable wear and tear and damage caused by conditions or events beyond Licensee's control except as to improvements.

10. **Abandoned Property.** All of Licensee's property remaining on the Premises after this Agreement terminates shall be deemed abandoned and the sole property of the Township.

11. **Services.** The Township shall provide no utilities to the Premises. The Licensee shall provide garbage collection and landscaping services to the Premises.

12. **Care and Maintenance of Premises.** Licensee shall maintain the Premises in a neat, clean, in good order, and free of all garbage, waste, litter, and debris. Licensee agrees to remove all snow and ice from all walkways and driveways on a timely basis. Licensee shall plow, shovel and/or de-ice all walkways and driveways on the Premises as may be necessary and appropriate depending on the rate of snow fall or other inclement condition including refreezing and thawing. Licensee also agrees to maintain the cut and growth of the vegetation on the Premises and the vegetation on the lot located at the property depicted as Block 7, Lot 22 on the Township of West Orange tax map, known as 4 Tompkins Street, West Orange, NJ 07052 (the "Vacant Lot") in a neat, clean and in good order. Licensee will remove and dispose of any garbage or other debris or other items from the Vacant Lot.

13. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this License Agreement, Township may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure the default. Licensee shall have reasonable opportunity to cure default prior to the Township's action(s) to cure default.

14. **Default.** If Licensee fails to comply with any term and condition herein, Township may terminate this License Agreement on five (5) days notice.

15. **Notices.** Any notice by either Party to the other shall be in writing and shall be deemed to be properly given only if delivered personally or emailed addressed (a) if to Licensee, at 29 Williamsburg Drive, Roseland, NJ 07068; (b) if to the Township, at the Township's address set out in this Agreement; or (c) at such addresses as Licensee or the Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

16. **Elements of Constructive Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises.

17. **No Representations.** Neither Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

18. **No Covenant of Quiet Enjoyment.** Licensee acknowledges and agrees that it has no entitlement to quiet enjoyment of the Premises and reiterates that the Township shall maintain the absolute right to access the premise at any time and for any purpose.

19. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Premises.

20. **Captions.** The captions in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

21. **No Assignment.** The Licensee is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Township which consent may be withheld by the Township, in its sole discretion.

22. **Compliance with All Governing Law.** This License Agreement is made with the intent to comply with all governing law. To the extent that any aspect of this agreement is deemed invalid or illegal such designation shall operate as a termination as set forth in Paragraph 3 of this License Agreement.

23. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this License Agreement shall apply to, bind, and inure to the benefit of the Township and Licensee, their successors, legal representatives, and assigns. It is understood that the term "Township" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the premises, Township shall be entirely freed and relieved of all covenants and obligations of the Township accruing after such sale, agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of the Township's covenants and obligations.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this 30th day of November, 2016.

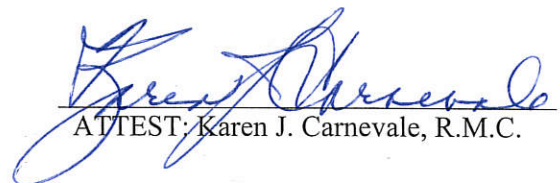
RICHARD BEHAR
d/b/a ROSELAND LANDSCAPING

By: 
RICHARD BEHAR


WITNESS

TOWNSHIP OF WEST ORANGE

By: 
ROBERT D. PARISI, MAYOR


ATTEST: Karen J. Carnevale, R.M.C.

4816-2369-8747, x. 1