

AMENDMENT NO. 3**TO THE AGREEMENT BY AND BETWEEN
THE LIFE CHRISTIAN CHURCH
AND
TOWNSHIP OF WEST ORANGE**

WHEREAS, The Life Christian Church (“TLCC”) is the owner of certain property located at Northfield Avenue in Vizcaya Boulevard in West Orange, New Jersey also known as Block 166, Lot 11.03 on the Tax Map of the Township of West Orange (the “Township”); and

WHEREAS, on October 1, 2013, TLCC and the Township entered into an Agreement whereby TLCC agreed to complete all outstanding exterior work no later than April 15, 2015 (“Agreement”); and

WHEREAS, on August 8, 2014, TLCC and the Township entered into an Amendment No. 1 to the Agreement (“Amendment No. 1”) in order for TLCC to complete the second floor auditorium, third floor and related space no later than April 15, 2016; and

WHEREAS, on March 7, 2016, TLCC and the Township entered into Amendment No. 2 to the Agreement (“Amendment No. 2”) in order for TLCC to complete the third floor no later than April 15, 2017; and

WHEREAS, TLCC has requested the Township extend the time frame for completion of such outstanding work.

NOW, THEREFORE, in consideration of mutual benefits conferred in this Agreement, the receipt and insufficiency which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties agree as follows:

1. The completion of outstanding work set forth in the Agreement is hereby extended until April 15, 2019.
2. All of the terms and conditions of the Agreement and any other applicable laws and applications are reaffirmed and extended in their entirety.
3. TLCC releases any and all claims against the Township which may have existed or may exist through the present.

4. Nothing contained herein shall supersede any Resolutions adopted by the Planning Board or any other governmental authority which remain in full force and effect.

5. This Agreement shall be governed in all respects including validity, interpretation, and effect by the laws of the State of New Jersey.

6. Venue for adjudication of any disputes arising out of any issues between TLCC and the Township shall be exclusively in the Superior Court of New Jersey, Essex County, Law Division.

7. Waiver of Jury Trial. TLCC hereby waives any and all rights to a trial by jury in any action or proceeding of any kind arising under, out of, by reason of, or relating any agreement or interpretation or enforcement thereof or any transactions between the Township and TLCC.

8. This Agreement is subject to approval by the Township Council.

The foregoing terms of this Agreement are hereby agreed to:

WITNESS:

THE LIFE CHRISTIAN CHURCH

By: _____
Terry Smith, Pastor

Dated:

WITNESS:

TOWNSHIP OF WEST ORANGE

By: _____
Robert Parisi, Mayor

Dated: