

RESOLUTION

WHEREAS, The Life Christian Church, LLC ("TLCC"), a non-profit organization, is the owner of property located at 747 Northfield Avenue, also known as Block 166, Lot 11.03, on the Tax Map of the Township of West Orange (the "Property"); and

WHEREAS, TLCC is the process of constructing a new facility upon the Property (the "New Facility"); and

WHEREAS, TLCC seeks the issuance of a Certificate of Occupancy permitting TLCC to occupy a limited portion of the New Facility in order to house its administrative offices during the pendency of construction; and

WHEREAS, the Township of West Orange (the "Township") is agreeable to requesting that the Construction Official consider issuance of the aforementioned Certificate of Occupancy on the express conditions set forth in the Agreement annexed hereto as **Attachment A**; and

WHEREAS, TLCC has agreed to all terms set forth in **Attachment A**, and has confirmed its agreement through execution of same;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor shall be and hereby is authorized and empowered to execute **Attachment A**, and that the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED, that the original fully executed copies of **Attachment A** shall be maintained by the Municipal Clerk with a copy to be provided to TLCC.

KAREN J. CARNEVALE
Municipal Clerk

SUSAN McCARTNEY
Council President

Adopted:

788104_1.DOC

ATTACHMENT A

AGREEMENT

The Parties

This Agreement is made on this ____ day of September 2013 between The Life Christian Church ("TLCC"), a non-profit organization having an address of 747 Northfield Avenue, West Orange, New Jersey 07052, and the Township of West Orange (the "Township"), a Municipal Corporation of the State of New Jersey having its principal location at 66 Main Street, West Orange, New Jersey 07052; and whereas, in furtherance of the Agreement, the Parties hereby represent, warrant, state and agree:

Witnesseth

WHEREAS, TLCC is the owner of property located at Northfield Avenue and Vizcaya Boulevard in West Orange, New Jersey, also known as Block 166, Lot 11.03, on the Tax Map of the Township (the "Property"); and

WHEREAS, on September 5, 2007, the Planning Board of the Township of West Orange (the "Planning Board") granted TLCC's application for preliminary and final site plan approval in connection with TLCC's plans to construct a 3,600 square foot modular office space (the "Temporary Facility") at the north/central area of the Property to house TLCC's administrative offices as the initial phase of a project ultimately intended to include a new worship facility (the "New Facility"); and

WHEREAS, on March 19, 2009, the Planning Board granted the final parking and building variances necessary to allow TLCC to move forward with the construction of the New Facility with the condition, among other conditions, that the Temporary Building be removed within eighteen (18) months subsequent to the issuance of a Certificate of Occupancy for the New Facility (the "Site Plan Approval"); and

WHEREAS, at or around the time of the Site Plan Approval, TLCC and the Township separately agreed that TLCC would be permitted to complete the first floor, only, of the New Facility, and to begin operating out of the first floor of the New Facility while blocking public access to the second and third floors of the New Facility; and

WHEREAS, TLCC has requested that the Township issue a Certificate of Occupancy permitting TLCC to occupy the first floor, second floor elevator lobby area, and access to the upper parking level of the New Facility (the "Initial Portion") to enable TLCC to move its administrative offices from the Temporary Facility to the first floor of the New Facility; and

WHEREAS, the Township has agreed to request that the Construction Official consider issuance of a Certificate of Occupancy for the Initial Portion of the New Facility, only, notwithstanding the work remaining as required by the Site Plan Approval and **Exhibit "A"** annexed hereto; and

WHEREAS, TLCC agrees that the Construction Official shall not issue a Certificate of Occupancy for any other portions of the New Facility including the second and third floors thereof (the "Remaining Portion") until TLCC fully completes the outstanding exterior construction, paving and landscaping set forth in the document annexed hereto as **Exhibit "A"** no later than April 15, 2015; and

WHEREAS, the Township has agreed to forego the requirement that a bond be posted immediately in relation to the work to be performed at the Property in consideration of and reliance upon the terms of this Agreement; and

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

1. **Certificate of Occupancy for First Floor of New Facility.** The Township shall request that the Construction Official issue a Certificate of Occupancy for the Initial Portion of the New Facility to the extent that he determines, in his professional opinion, that all other requirements under applicable laws, regulations, and codes have been satisfied in their entirety.
2. **Completion of Outstanding Exterior Work.** TLCC shall, by no later than April 15, 2015, complete all requirements of the Site Plan Approval including but not limited to the outstanding exterior construction, paving and landscaping set forth on **Exhibit "A,"** which is incorporated herein at length. The Township does not represent or warrant the costs or expenses associated with TLCC's performance of the work required by this Paragraph.
3. **Certificate of Occupancy for Remaining Floors of New Facility.** TLCC's full and complete performance, by no later than April 15, 2015, of all work required by Paragraph 2 of this Agreement is a precondition to the Township's consideration of the issuance of a Certificate of Occupancy for the Remaining Portion of the New Facility.
4. **Resolutions.** Nothing contained herein shall supersede the aforementioned Resolutions passed by the Planning Board, which remain in full force and effect.
5. **Choice of Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey. The Agreement shall be dated as of the date it was last signed by any of the Parties, which date shall be incorporated on the first page of this Agreement.
6. **Choice of Venue.** Venue for the adjudication of any disputes arising from or in relation to this Agreement shall lie exclusively in the Superior Court of New Jersey, Essex Vicinage.
7. **Waiver of Jury Trial.** TLCC and the Township do hereby **WAIVE** any and all right to a trial by jury in any action or proceeding of any kind arising under, out of, by reason of, or relating in any way to this Agreement or the interpretation or enforcement thereof or to any transactions thereunder.

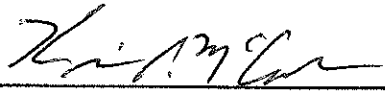
8. **Separate Counsel.** The Parties have been represented by separate counsel or have had sufficient opportunity to consult with counsel. Neither of the Parties have relied upon the other Parties' counsel in executing this Agreement.

9. **Approval by Township Council.** The enforceability of this Agreement is contingent entirely upon approval by the Township Council.

10. **Additional and Miscellaneous Terms.** The Parties represent that they relied upon the legal advice of attorneys of their own choice and that they have each had the opportunity to review this Agreement with their attorneys. The Parties further represent that the terms of the Agreement have been completely read and examined by their attorneys, and that they fully understand and voluntarily accept the stated terms. This Agreement shall be binding upon the Parties, and their agents, successors and assigns. No modifications or changes in this Agreement shall be binding unless in writing and executed by all Parties. No delay in enforcing any aspect of this Agreement shall be deemed a waiver of any rights and remedies.

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS:



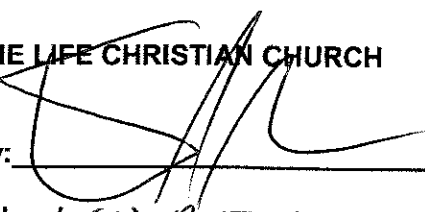
Dated: SEPT. 24, 2013

WITNESS:

Dated:

784215_1.DOC

THE LIFE CHRISTIAN CHURCH

By: 

Title: LEAD PASTOR

TOWNSHIP OF WEST ORANGE

By: _____

Robert Parisi, Mayor

EXHIBIT A

CHRISTIAN LIFE CHURCH

OEA PROJECT # WO0705.10
DATE: 08-22-2013

<u>ITEM No.</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>QUANTITIES</u>
1	CLEARING OF SITE (TEMP OFFICE LOCATION)	LS	1
2	EARTHWORK (TEMP OFFICE LOCATION)	CY	4000
3	HMA BASE COURSE, 4" THICK (TEMP OFFICE LOCATION)	SY	1700
4	HMA SURFACE COURSE 1 1/2" THICK	SY	3700
5	GRANITE BLOCK CURB	LF	677
6	CONCRETE SIDEWALK 4" THICK	SF	272
7	KEYSTONE RETAINING WALL	LF	360
8	DECIDUOUS TREES	EACH	10
9	ORNAMENTAL TREES	EACH	1
10	DECIDUOUS SHRUBS	EACH	44
11	EVERGREEN SHRUBS	EACH	81
12	PERENNIALS, GRASSES AND VINES	EACH	20
13	RETENTION BASIN DESILTING	LS	1