

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by, between, and among the Township of Nutley ("Township"), and S.S.E.F., LLC ("113 East Centre Street"), M&M at E Centre St, LLC ("57 East Centre Street"), SSEFO at Nutley, LLC ("134 Franklin"), SSEF at Franklin Ave, LLC ("184 Franklin"), S&S at Nutley, LLC ("642 Franklin"), Eagleland Consulting, LLC ("174 Bloomfield"), and S&S at Nutley Passaic, LLC ("100 Kingsland") (collectively, the "Developer Entities")(the Township and the Developer Entities shall sometimes collectively be referred to as the "Parties").

RECITALS

WHEREAS, the Township is a municipality in the State of New Jersey organized pursuant to the Walsh Act, N.J.S.A. §40:72-4, commonly known as the commission form of government; and

WHEREAS, the Township has five (5) elected Commissioners who possess broad power and authority as the designated Director of their respective departments; and

WHEREAS, a Director's actions are exercised independently of any other Director or the Board of Commissioners as a whole; and

WHEREAS, since 2008, the Director of the Department of Revenue and Finance has had supervisory authority over the following officials and departments:

1. Construction Code Official/Zoning
2. Building Subcode Official
3. Plumbing Subcode Official
4. Electrical Subcode Official
5. Building Inspectors
6. Technical Assistant – Code Enforcement
7. Tax Collector
8. Tax Assessor

WHEREAS, on or about June 4 – 6, 2018, Commissioner Thomas Evans directed Luis Rodriguez, Montclair/Bloomfield Building Inspector, Dave Berry, Construction/Zoning Official, and Carl Thunell, Building Inspector, to perform inspections of the Developer Entities' Properties and issue reports (the "Subsequent Investigations"); and

57 EAST CENTRE STREET (Buildings 1 & 2)

WHEREAS, 57 East Centre Street received certain Use Variances on or about September 30, 2002, and the Zoning Board of Adjustment granted Preliminary and Final Site Plan approvals on or about November 17, 2003 (the "57 East Centre Street 1 & 2 Approvals"); and

WHEREAS, the 57 East Centre Street 1 & 2 Approvals permitted the construction of eighty (80) one-bedroom units and forty (40) two-bedroom units for a total of one hundred twenty (120) residential units totaling one hundred sixty (160) bedrooms located at 57 East Centre Street, Nutley, New Jersey (the "57 East Centre Street Property"); and

WHEREAS, 57 East Centre Street constructed ninety-two (92) one-bedroom units and twenty-eight (28) two-bedroom units totaling one hundred forty-eight (148) bedrooms at 57 East Centre Street Property; and

WHEREAS, in connection with the 57 East Centre Street 1 & 2 Approvals, 57 East Centre Street applied for all applicable permits and the Township conducted all inspections and issued Certificates of Occupancy; and

WHEREAS, after receiving approval for the original one hundred and twenty units (120), 57 East Centre Street requested permission from the Township Code official to build two (2) two-bedroom "superintendent" units and two (2) offices to service the two (2) buildings at the Property and the Township Code Official approved permits for the superintendent units and issued

Certificates of Occupancy for the two (2) superintendent units and two (2) offices on about June 9, 2014; and

WHEREAS, all residential units had received continuous Certificates of Occupancy and were inspected upon their completion; and

WHEREAS, 57 East Centre Street currently complies with parking requirements for the existing units; and

WHEREAS, the Subsequent Inspections by the Township revealed 57 East Centre Street leased the two (2) superintendent offices as one bedroom apartments without approval from the Township of Nutley and those apartments are occupied by residential tenants, and

WHEREAS, the Township takes the position that the permits and Certificates of Occupancy issued for the superintendent units and offices were mistakenly issued by the Code Official because the issuance of same were beyond his authority as the construction of the superintendent Units and office required the approval of the Township's Zoning Board of Adjustment; and

WHEREAS, the Developer Entities take the position that the permits and Certificates of Occupancy issued for the superintendent units and offices were properly issued by the Code Official because the issuance of same were within his authority as the construction of the superintendent units did not require the approval of the Township's Zoning Board of Adjustment, and the total bedroom count for the building is lower than the total bedroom count approved; and

57 EAST CENTRE STREET (Building 3)

WHEREAS, 57 East Centre Street received certain Use Variances and the Zoning Board of Adjustment granted Preliminary Site Plan approvals on or about March 7, 2012 (the "Building 3 Approvals"); and

WHEREAS, the Building 3 Approvals permitted the construction of twelve (12) one-bedroom units and twenty-three (23) two-bedroom units for a total of thirty-five (35) residential units located at 57 East Centre Street., Building 3, Nutley, New Jersey (“Building 3 Property”); and

WHEREAS, in connection with the Building 3 Approvals, 57 East Centre Street had applied for all applicable permits and the Township had conducted inspections and issued Certificates of Occupancy; and

WHEREAS, the Building 3 Property’s parking complies with the requirements of Nutley’s Zoning Ordinance; and

184 FRANKLIN AVENUE

WHEREAS, on March 10, 2014, the Zoning Board of Adjustment granted Preliminary and Final Site Plan Approval (the “184 Franklin Approvals”), pursuant to a resolution for the construction of a residential development on the property located at 184 Franklin Avenue, Nutley, New Jersey (the “184 Franklin Property”) approving twenty-three (23) one bedroom apartment units; and

WHEREAS, 184 Franklin applied for all necessary permits, and the Township granted all applicable permits; and

WHEREAS, the Township performed all necessary inspections and issued Certificates of Occupancy for the residential units at the 184 Franklin Property; and

WHEREAS, the Subsequent Inspections revealed that 184 Franklin constructed twenty-one (21) one-bedroom and two (2) two-bedroom units at the 184 Franklin Property, which have been continuously occupied since November 16, 2015; and

WHEREAS, an additional parking space is required for the current configuration of the 184 Franklin Property as thirty-five (35) spaces are available when thirty-six (36) are required, and

174 BLOOMFIELD AVENUE

WHEREAS, on or about June 20, 2007, 174 Bloomfield received Preliminary and Final Site Plan Approval for a mixed-use development (the "174 Bloomfield Approvals") including apartments and commercial uses on the property located at 174 Bloomfield Avenue, Nutley, New Jersey (the "174 Bloomfield Property"); and

WHEREAS, on May 22, 2008, the Township issued a certificate of occupancy for the 174 Bloomfield Property; and

WHEREAS, in furtherance of the 174 Bloomfield Approvals, a tenant seeking to operate a day care facility at the 174 Bloomfield Property secured all necessary licenses from all regulatory agencies necessary for the operation of a day care facility including a Certificate of Occupancy from the Township beginning in or about 2009; and

WHEREAS, 174 Bloomfield Property and the Township negotiated and agreed to resolve a previous dispute regarding the parking and other issues required for the development; and

WHEREAS, in or around 2012, 174 Bloomfield sought, and received approvals for, additional residential apartments at the 174 Bloomfield Property; and

WHEREAS, additional Certificates of Occupancy were issued to the day care facility by the Township in February 2016 and October 2017; and

134 FRANKLIN AVENUE

WHEREAS, on or about June 4, 2014, 134 Franklin received from the Nutley Planning Board Preliminary and Final Site Plan Approval (the "134 Franklin Approvals") to construct a

residential development allowing fifteen (15) one bedroom residential units on the property located at 134 Franklin Avenue, Nutley, New Jersey (the “134 Franklin Avenue Property”); and

WHEREAS, 134 Franklin has actually constructed only fourteen (14) residential units at the 134 Franklin Avenue Property when fifteen (15) residential units were approved; and

WHEREAS, 134 Franklin meets the parking requirements of Nutley’s Zoning Ordinance; and

WHEREAS, 134 Franklin had applied for all necessary permits and the Township had granted all applicable permits; and

WHEREAS, the Township had performed inspections and had issued Certificates of Occupancy for all residential units at the 134 Franklin Avenue Property; and

WHEREAS, the residential units at the 134 Franklin Avenue Property have all been occupied since on or about March 15, 2016; and

WHEREAS, the Subsequent Inspections by the Township revealed that 134 Franklin, without receiving approval of either the Township Planning Board or the Township Code Department, constructed apartments 201, 203, 301 and 303 as two bedroom units, instead of one bedroom units, at the 134 Franklin Avenue Property; and

100 KINGSLAND STREET

WHEREAS, on or about February 9, 2015, 100 Kingsland received Preliminary and Final Site Plan Approval from the Zoning Board of Adjustment (the “100 Kingsland Approvals”), to construct a mixed-use development on the property located at 100 Kingsland Street, Nutley, New Jersey (the “100 Kingsland Street Property”); and

WHEREAS, pursuant to direction from the Township and embodied in the resolution granting the 100 Kingsland Approvals, 100 Kingsland received approval to construct twenty-five

(25) one-bedroom residential units and one (1) commercial space with a minimum of 600 square feet, and

WHEREAS, after receiving approval to construct twenty-five (25) one-bedroom residential units and one commercial space with a minimum of 600 square feet, a review of the plans by the Township Code Official resulted in life safety changes to the plans, and as directed by the Code Official, the inclusion of a “superintendent unit.” The Township Code Official approved permits based on the revised plans and issued a Certificate of Occupancy for the units and commercial space; and

WHEREAS, the 100 Kingsland Street Property meets the parking requirements of Nutley’s Zoning Ordinance; and

WHEREAS, 100 Kingsland Street had applied for all necessary permits and the Township had granted all applicable permits; and

WHEREAS, the Township had performed inspections and issued Certificates of Occupancy for all residential units at the 100 Kingsland Street Property; and

WHEREAS, the residential units at the 100 Kingsland Street Property have all been occupied since May 15, 2017; and

WHEREAS, the Subsequent Inspections by the Township revealed that 100 Kingsland, without seeking approval of the Planning Board or Township Code Department, constructed three (3) one-bedroom apartments into two (2) two-bedroom apartments and added a “superintendent” unit and also converted the commercial unit to a one (1) bedroom apartment unit at the 100 Kingsland Street Property; and

113 EAST CENTRE STREET

WHEREAS, on or about April 3, 2013, 113 East Centre Street received Preliminary Site Plan Approval from the Nutley Planning Board (the "Board") (the "113 East Centre Street Approvals") for the development of four (4) apartment buildings, consisting of seventy-six (76) two-bedrooms and six (6) one-bedroom residential units to be located at Block 9604, Lot 13, commonly known as 113 East Centre Street, in the Township (the "113 East Centre Street Property"); and

WHEREAS, during construction, and as a result of sub-surface conditions at the site, and to insure the structural integrity of the buildings, 113 East Centre Street requested that the construction code official approve the 113 East Centre Street engineer's recommendation to lower the foundations and footings of the buildings on the 113 East Centre Street Property by approximately five (5) feet; and

WHEREAS, in addition to approving the engineer's recommendation, pursuant to the owners request, the Construction Code Official also approved permits to 113 East Centre Street to install windows in the spaces that were located below grade; and

WHEREAS, construction was completed, Certificates of Occupancy were issued, and the buildings located on the 113 East Centre Street Property became fully occupied; and

WHEREAS, following construction of the buildings at the 113 East Centre Street Property, 113 East Centre Street met with the construction code official regarding the increased interior space created by the deeper foundations and requested permission to construct additional apartments below grade; and

WHEREAS, 113 East Centre Street provided the Construction Code Official with documentation that it had sufficient parking on the site of a neighboring property owned by an

entity which shared principals with 113 East Centre Street to provide sufficient parking for the additional units and commissioned additional parking studies and plans for review by the Construction Code Official; and

WHEREAS, after review of the applicable building codes and the additional parking studies, the Construction Code Official represented to 113 East Centre Street that the proposed addition of eighteen (18) units in the four (4) buildings and all other proposed renovations would comply with the Township's Zoning Ordinance and building codes; and

WHEREAS, 113 East Centre Street applied for building permits for eighteen additional units in the four buildings located on the 113 East Centre Street Property; and

WHEREAS, the construction code official approved 113 East Centre Street's application for building permits for the construction of the eighteen (18) additional units, (seventeen (17) two-bedrooms and one (1) one-bedroom units) on the 113 East Centre Street Property; and

WHEREAS, construction of the new units was completed, Certificates of Occupancy were issued, and the buildings, including the new units, located on the 113 East Centre Street Property became fully occupied; and

WHEREAS, 113 East Centre Street has paid, and the Township has accepted, increased tax payments resulting from the additional eighteen (18) units of the 113 East Centre Street Property; and

WHEREAS, the Township Tax Assessor has certified that the Developer Entities have paid the appropriate tax on all constructed units; and

WHEREAS, the subsequent inspections found failures to comply with the approvals granted by the Resolutions by the Planning Board of the Township of Nutley; and

WHEREAS, the Township, through its Code Department, and upon subsequent review, has taken the position that the permits and Certificates of Occupancy for the eighteen (18) additional units were mistakenly approved and issued by the then Code Official because construction of the eighteen (18) additional units exceeded the number of units permitted in the zone in which the property is located and, as such, no permits and/or Certificates of Occupancy should have been issued until 113 East Centre applied for and received approval from the Nutley Zoning Board of Adjustment; and

WHEREAS, the Code Department's subsequent review of the 113 East Centre construction of the eighteen (18) additional units also resulted in the Township's position by its Code Department that, exclusive of the violation of the Zoning Ordinance as to the number of units, 113 East Centre did not meet several conditions of the original Planning Board Resolution of approval which conditions were required by the original resolution to be met, before any Certificate of Occupancy for the original units should have been issued; and

WHEREAS, subsequent review by the Township by its Code Department has resulted in the Township's position that 113 East Centre did not meet the requirements of Nutley's Zoning Ordinance with regard to supplying off-site parking for the eighteen (18) additional units; and

WHEREAS, Nutley's Code Department advised 113 East Centre that because it failed to apply for and receive approval from the Nutley Zoning Board of Adjustment or a Court of competent jurisdiction for the construction of the eighteen (18) additional units and meet all the conditions of the original Resolution of Approval, the Township notified 113 East Centre that it intended to revoke the mistakenly issued Certificates of Occupancy; and

WHEREAS, in response, 113 Centre Street has advised and taken the position that the permits and Certificate of Occupancy for the eighteen (18) additional units were validly issued by the Construction Official; and

WHEREAS, 113 East Centre also contends that even if mistakenly issued it has viable legal defenses to the revocation of the permits and Certificates of Occupancy for the eighteen (18) additional units; and

WHEREAS, 113 East Centre has advised the Township that any action by the Township to revoke the permits and/or Certificates of Occupancy issued with regard to the eighteen (18) units will result in its filing of litigation against the Township; and

WHEREAS, the Parties wish to avoid the cost and risks of litigation both to the taxpayers of the Township and the Developer Entities and to resolve all disputes and issues raised by and among them arising from or related to the Developer Entities' Properties; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other as follows:

1. **WHEREAS CLAUSE INCORPORATION.** The precatory ("Whereas") clauses are incorporated herein and made a part of this Agreement.

2. **THE DEVELOPER ENTITIES' OBLIGATIONS.**

A. **The Developer Entities' Remedial Actions**

The Developer Entities have taken responsibility for and agree to remediate violations at the Developer Entities' Properties by taking the actions required by the Township through its Code Department as specifically enumerated in Exhibit A attached hereto and specifically incorporated

in and made part hereof (the "Remedial Actions"). The conditions imposed by this Agreement and Exhibit A shall be the sole and exclusive obligations of the Developer Entities with regard to the resolution of the disputes and issues raised by and among the Parties arising from or related to the Developer Entities' Properties.

B. The Developer Entities' Settlement Payments

In addition to undertaking the Remedial Actions, the Developer Entities shall pay \$1,000,000.00 for fees, fines, and settlement of disputed claims in the following manner:

- i. \$100,000.00 by check payable to the "Township of Nutley", delivered to the Department of Revenue and Finance, within five (5) days of the execution of this Agreement as reimbursement for attorney's fees, expert fees, and administrative costs (the "Reimbursement Settlement Payment"); and
- ii. \$200,000.00 by check payable to the "Township of Nutley", delivered to the Department of Revenue and Finance within thirty (30) days of the execution of this Agreement for fines for the alleged violations (the "Settlement Payment for Alleged Violations"); and
- iii. \$700,000.00 shall be payable in three (3) annual installments, which shall represent the settlement of general and disputed claims in lieu of litigation over the eighteen (18) units constructed at 113 East Centre Street (the "113 East Centre Street Settlement Payment"), as follows: (i) \$250,000.00 by check payable to the "Township of Nutley", delivered to the Department of Revenue and Finance, no later than February 15, 2020; (ii) \$250,000.00 by check payable to the "Township of Nutley",

delivered to the Department of Revenue and Finance, no later than February 15, 2021; and (iii) \$200,000.00 by check payable to the "Township of Nutley", delivered to the Department of Revenue and Finance no later than February 15, 2022.

C. The Developer Entities' Indemnification Obligations. In the event this Settlement Agreement is challenged by an action instituted in any court of competent jurisdiction in New Jersey and, provided the Township has fully complied with all obligations in this Agreement including, but not limited to those set forth in sections 3 and 4 below, the Developer Entities agree to indemnify and hold harmless the Township for all reasonable costs it incurs in defending itself in such litigation, such as counsel fees and expert fees.

3. THE TOWNSHIP'S OBLIGATIONS.

A. The Township accepts performance of all items set forth herein as full and final resolution to any and all alleged violations in the Subsequent Inspections, reports, and all issues related to 113 East Centre, and shall not require the Developer Entities to take any further action including, without limitation, all zoning enforcement actions except where required herein.

B. The Township agrees that once the Developer Entities have satisfied all obligations set forth in this Agreement, the Developer Entities shall be relieved of all other obligations with regard to all previous inspections conducted by the Township officials and identified in the aforementioned Subsequent Inspections, reports, and all issues related to 113 East Centre and, that the Township shall not be permitted to issue new violations or reports related to any issues that were identified in the Subsequent Inspections, reports, and all issues related to 113

East Centre or that could have been identified in the Subsequent Inspections, reports, and all issues related to 113 East Centre.

C. Subject only to the terms stated herein, the Township agrees that the Developer Entities are permitted to continue occupying the Developer Entities' Properties in the manner they are currently doing so, and the Township shall not revoke any certificates of occupancy for any alleged violations prior to and through the effective date of this Agreement.

4. **AGREEMENT TO COOPERATE.**

A. In the event of any legal challenges to this Agreement by a third-party, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a judicially imposed order or decree that invalidates the subject of this Agreement or any portion thereof, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement that would pass judicial scrutiny, provided that no such modification shall include a mandate that the eighteen (18) additional units be removed.

B. The Township further agrees that it, or any of its officials, directors, officers, or departments shall not take any adverse action against the Developer Entities with respect to the issues resolved in this Agreement or the enforceability of this Agreement as it relates to 113 East Centre Street. In the event that the Township or any of its officials, directors, officers, or departments takes any adverse action against the Developer Entities with respect to the issues resolved in this Agreement or challenge the enforceability of this Agreement as it relates to 113 East Centre Street, the Township shall place in escrow an amount equal to the portion of the 113 East Centre Street Settlement Payment received by the Township as of that date, and all future 113 East Centre Street Settlement Payments due from the Developer Entities pursuant to this

Agreement shall be placed in escrow when they become due until such time as the adverse action has been withdrawn or a final order of the court has been issued. If a final non-appealable Court determination mandates the removal of the 18 units constructed at 113 East Centre Street then all payments made in accordance with paragraph 2Biii above, as to the settlement of the claims for the 18 units, shall be returned to the Developer Entities and all anticipated payments shall be terminated.

5. **RELEASES.** The Parties, on behalf of themselves and their officials, divisions, departments, agents, representatives, and any applicable boards, hereby fully and forever release and discharge each other and their respective past, present, and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries, and assigns, from any and all claims asserted and/or that could have been asserted of any nature whatsoever, whether known or unknown, suspected or unsuspected, whether based on contract, tort, statute, or other legal or equitable theory of recovery or enforcement, in any way arising out of, growing out of, or resulting from the actions and facts giving rise to this Agreement.

6. **WARRANTIES AND REPRESENTATIONS.** The Township, by and through its duly authorized representative, warrants and represents that it has the authority to enter into this Agreement and to perform all of its obligations hereunder.

7. **MISCELLANEOUS PROVISIONS.**

A. **Amendments.** Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties.

B. **Agreement Voluntarily Entered Into By Each of The Parties.** This Agreement is executed voluntarily by the Parties without any duress or undue influence on the

part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own respective choosing.

C. Interpretation. This Agreement has been reviewed by experienced and knowledgeable legal counsel for the Parties. None of the Parties shall be presumptively entitled to have any provisions of the Agreement construed against any of the other Parties in accordance with any rule of law, legal decision, or doctrine.

D. Entire and Integrated Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein.

E. Assignability. Upon payment of the monies due the Township, pursuant to this Settlement Agreement and the completion of the Remediation Action, each single-purpose entity that collectively comprises the Developer Entities shall have the unconditional right to assign its rights under this Agreement to any individual, entity, or organization without the prior approval of the Township. Each single-purpose entity shall notify the Township of any assignment and provide the name of the assignee, but the Township shall not be permitted to prevent or delay an assignment by any single-purpose entity of any of its rights under this Agreement in any manner upon any such assignee agreeing in writing to be bound by the terms, conditions and obligations of this Agreement.

F. Authority Binding on Successors and Assigns. The Parties represent and warrant that they are fully authorized to enter into this Agreement. In addition, the individuals signing this Agreement represent and warrant that they are authorized to bind the respective party

on whose behalf they are executing the agreement. This Agreement shall be binding upon, and inures to the benefit of, the parties and their respective successors and assigns. As it pertains to the Township, respective successors and assigns shall include all commissioners, directors, officers, or any other Township employees or personnel.

G. Additional Necessary Documents. The Parties, and each of them, agree to execute such additional documents as may be reasonably required to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

H. Execution in Counterparts. This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any Party. The "Effective Date" of this Agreement is the date this Agreement has been executed and delivered by and to all Parties hereto.

I. Severability. If any terms or provisions of this Agreement are determined to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement will not be effected and each unaffected term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law provided the Parties modify the Agreement as required by the terms herein.

J. Agreement for Inspection. The Developer Entities and Township agree that the Township reserves the right to inspect or re-inspect any property owned by the Developer Entities for the purpose of confirming continued compliance with the terms and conditions of this Agreement. The parties acknowledge the Township's continuing obligation to inspect for life-

safety issues and the general authority to inspect granted under the Uniform Construction Code and Township Ordinances.

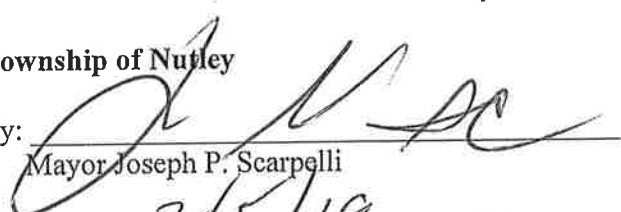
K. If the Township is a prevailing party in any action to enforce this Agreement, the Developer Entities shall be jointly and severally responsible to the Township for all reasonable, expert fees, attorney's fees and costs incurred by the Township.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.

Township of Nutley

By: 

Mayor Joseph P. Scarpelli

Dated: 2/5/19, 2019

S.S.E.F., LLC

By: 

Skender Meka, Managing Member

Dated: 1-25-19, 2019

M&M at E Centre St. LLC

By: 

Skender Meka, Managing Member

Dated: 1-25-19, 2019

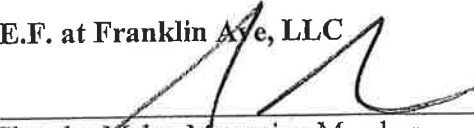
S.S.E.F.O., LLC

By: 

Skender Meka, Managing Member

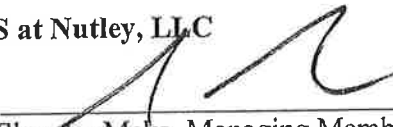
Dated: 1-25-19, 2019

S.S.E.F. at Franklin Ave, LLC

By: 
Skender Meka, Managing Member

Dated: 1-25-19, 2019

S&S at Nutley, LLC

By: 
Skender Meka, Managing Member

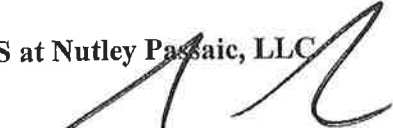
Dated: 1-25-19, 2019

Eagleland Consulting, LLC

By: 
Skender Meka, Managing Member

Dated: 1-25-19, 2019

S&S at Nutley Passaic, LLC

By: 
Skender Meka, Managing Member

Dated: 1-25-19, 2019

EXHIBIT A

57 EAST CENTRE STREET (Buildings 1 and 2)

With respect to 57 East Centre Street (Buildings 1 and 2), the Developer Entities shall take the following remedial actions in full and complete satisfaction of their obligations pursuant to the Agreement between the parties:

1. The Developer Entities shall ensure that the superintendent units in buildings 1 and 2 are rented exclusively to superintendents.
2. The Developer Entities shall report to the Township upon a change in occupancy or termination of a superintendent.
3. Notwithstanding the foregoing reporting requirements identified in paragraph 2 above, such reporting shall not be more than once every twelve (12) calendar months.
4. The Developer Entities shall revert the two (2) office spaces that were leased as one bedroom apartments to either offices or storage, which shall occur upon the earlier of either (a) the relocation of a tenant or (b) a change in tenancy.

57 EAST CENTRE STREET (Building 3)

With respect to 57 East Centre Street (Building 3), the Developer Entities shall not be required to undertake any remedial actions in full and complete satisfaction of their obligations pursuant to the Agreement between the parties, since no violations were found.

113 EAST CENTRE STREET (4 Buildings)

With respect to 113 East Centre Street, the Developer Entities shall take the following remedial actions in full and complete satisfaction of their obligations pursuant to the Agreement between the parties and in accordance with paragraph 2Bii of the Settlement Agreement.

1. (a) Pursuant to the governing law the Developer Entities shall take all necessary steps to acquire the property known as "Springer Lane" which was a condition precedent to the final site plan approval and issuance of the final certificate of occupancies for the units; (b) The Developer Entities shall submit the appropriate PVSC application; (c) The Developer Entities shall submit to the Township a copy of all submissions and approvals involving the NJDEP if they have not already done so; and (d) a lease between 113 East Centre Street and 57 East Centre Street to address the parking requirements for the eighteen (18) additional units.

184 FRANKLIN AVENUE

With respect to 184 Franklin Avenue, the Developer Entities shall take the following remedial actions in full and complete satisfaction of their obligations pursuant to the Agreement between the parties:

1. The Developer Entities shall ensure that upon the expiration of the current lease it shall use commercially reasonable efforts pursuant to all applicable law to attempt to relocate the tenants currently occupying the allegedly non-conforming two-bedroom units. In addition, the Developer Entities shall ensure that upon the earlier of either (a) the relocation of a tenant or (b) a change in tenancy, the two (2) non-conforming two-bedroom units (#302 and #303) shall be converted into one-bedroom units.

2. The Developer Entities shall perform all remedial repairs and construction work in a similar manner as the remedial repairs and construction work already performed at Unit 201 located at 134 Franklin Avenue, which were approved and granted Certificates of Occupancy by the Township and its officials and memorialized in an "as-built" drawing that depicts the remedial actions taken. The parties acknowledge and agree that the apartments may be configured

differently and the remedial work may be different for each unit. The final Certificates of Occupancy will indicate that the apartments are only to be used as one bedroom units.

174 BLOOMFIELD AVENUE

With respect to 174 Bloomfield Avenue, the Parties shall take the following remedial actions in full and complete satisfaction of their obligations pursuant to the Agreement between the parties:

1. The parties had previously resolved a dispute regarding the operation of the day care facility and no such further corrective action will be required so long as the Developer Entities continue to comply with all licensing requirements from all regulatory agencies.

2. The Township is prohibited from attaching any other conditions of approval or cost-generative requirements on the Developer Entities with respect to 174 Bloomfield Avenue.

134 FRANKLIN AVENUE

With respect to 134 Franklin Avenue, the Parties shall take the following remedial actions in full and complete satisfaction of their obligations pursuant to the Agreement between the parties:

1. The Township had previously identified four (4) units that were constructed as two-bedroom units, which the Township required be converted to one-bedroom units. The Developer Entities shall ensure that upon the expiration of the current lease it shall use commercially reasonable efforts pursuant to all applicable law to attempt to relocate the tenants currently occupying the allegedly non-conforming two-bedroom units. In addition, the Developer Entities shall ensure that upon the earlier of either (a) the relocation of a tenant or (b) a change in tenancy the three (3) allegedly non-conforming two bedroom units shall be converted into one bedroom units.

- i. Unit 201 (already converted to one bedroom)

- ii. Unit 203
- iii. Unit 301
- iv. Unit 303

2. The Developer Entities have converted Unit 201 from a two-bedroom unit to a one-bedroom unit, which was inspected and approved by the Township and received all approvals and Certificates of Occupancy.

3. The Developer Entities shall convert Units 203, 301 and 303 from two-bedroom units to one bedroom units and shall perform all remedial repairs and construction work in a similar manner as the remedial repairs and construction work already performed at Unit 201 located at 134 Franklin Avenue, which were approved and granted Certificates of Occupancy by the Township and its officials and memorialized in an "as-built" drawing that depicts the remedial actions taken. The parties acknowledge and agree that the apartments may be configured differently and the remedial work may be different for each unit. The final Certificates of Occupancy will indicate that the apartments are only to be used as one bedroom units.

4. The Township is prohibited from attaching any other conditions of approval or cost-generative requirements on the Developer Entities with respect to 134 Franklin Avenue.

100 KINGSLAND STREET

With respect to 100 Kingsland Street, the Parties shall take the following remedial actions in full and complete satisfaction of their obligations pursuant to the Agreement between the parties:

1. The Township had previously identified three (3) units that had been constructed as two-bedroom units, which the Township required to be converted to one-bedroom units. The Developer Entities shall ensure that upon the expiration of the current lease it shall use commercially reasonable efforts pursuant to all applicable law to attempt to relocate the tenants

currently occupying the allegedly non-conforming two-bedroom units. In addition, the Developer Entities shall ensure that upon the earlier of either (a) the relocation of a tenant or (b) a change in tenancy, the three (3) allegedly non-conforming two bedroom units shall be converted into one-bedroom units.

- i. Unit 102
- ii. Unit 202
- iii. Unit 302

5. The Developer Entities shall convert Units 102, 202, and 303 from two-bedroom units to one-bedroom units and shall perform all remedial repairs and construction work in a similar manner as the remedial repairs and construction work already performed at Unit 201 located at 134 Franklin Avenue, which were approved and granted Certificates of Occupancy by the Township and its officials and memorialized in an "as-built" drawing that depicts the remedial actions taken. The parties acknowledge and agree that the apartments may be configured differently and the remedial work may be different for each unit. The final Certificates of Occupancy will indicate that the apartments are only to be used as one bedroom units.

2. The Developer Entities shall ensure that the superintendent unit is rented exclusively to superintendent.

3. The Developer Entities shall report to the Township upon termination of a superintendent.

4. Notwithstanding the foregoing reporting requirements identified above, such reporting shall not be more than once every twelve (12) calendar months.

5. Upon the expiration of the residential lease for the first floor tenant, the Developer Entities shall use commercially reasonable efforts pursuant to all applicable law to attempt to

relocate the tenant currently occupying the unit. In addition, the Developer Entities shall ensure that upon the earlier of either (a) the relocation of a tenant or (b) a change in tenancy that the first floor space shall be restricted to commercial use as permitted by the zoning code and Zoning Board of Adjustment approval.

6. The Township is prohibited from attaching any other conditions of approval or cost-generative requirements on the Developer Entities with respect to 100 Kingsland Street.