

**MEMORANDUM OF UNDERSTANDING AND  
INTERIM REDEVELOPMENT AGREEMENT**

**THIS MEMORANDUM OF UNDERSTANDING AND INTERIM REDEVELOPMENT AGREEMENT** (this “MOU”) dated as of March 1, 2022 by and between The MBS Group, having an address of 1600 Rosecrans Avenue, Manhattan Beach, California 90266, and/or its assignee, as provided herein (the "Conditional Redeveloper"), and the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having offices at 66 Main Street, West Orange, NJ 07052 (the “Township”), collectively referred to as the “Parties.”

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (“Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, the Township, acting by resolution, determined that a portion of the downtown was an “area in need of redevelopment” (the “Downtown Redevelopment Area”) in accordance with *N.J.S.A. 40A:12A-6(b)*; and

**WHEREAS**, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (the “Original Redevelopment Plan”); and

**WHEREAS**, the Original Redevelopment Plan has been amended by “Amendments to Downtown Redevelopment Plan,” the “First Amendment,” adopted August 15, 2006, the “Second Amendment,” adopted March 6, 2007, and the “Third Amendment,” adopted in 2010; and

**WHEREAS**, while some redevelopment has occurred, a large portion of the Downtown Redevelopment Area has remained stagnant and undeveloped for many years; and

**WHEREAS**, the Township is pursuing other more viable and feasible development alternatives for the Downtown Redevelopment Area; and

**WHEREAS**, on September 14, 2021, by Ordinance No. 2656-21, the Township adopted a fourth redevelopment plan, entitled *Fourth Amendment to Downtown Redevelopment Plan, Township of West Orange, New Jersey* (the “Fourth Amended Redevelopment Plan”); and

**WHEREAS**, the Fourth Amended Redevelopment Plan creates a new overlay zone (the Film Services Overlay District (the “FSOD”), which provides for film production activities adjacent to the location of the world's first film production studio, the Black Maria, which was on the grounds of what is now the Thomas Edison National Historical Park; and

**WHEREAS**, the FSOD is comprised of the following properties:

Block 63, Lots 24, 25, 33.01, 33.02, 36, 37, 38, 39 and 41, located East of Standish Avenue and south of Lakeside Avenue;

Block 64, Lots 2.01, 2.03, 2.04, 3.02, 28, 30, 31, 32, 33, 34, 34.01, 38, 42.02, 49 and 49.01, located East of Ashland Avenue, South of Lakeside Avenue and West of Standish Avenue; and

Block 115, Lots 15, 16 and 16.01 and 51, located North of Lakeside Avenue, West of Watchung Avenue and South of Columbia Street

(all of the foregoing properties comprising the FSOD referred to herein as the “Project Site”); and

**WHEREAS**, the Redevelopment Law, N.J.S.A. 40A:12A-8(f), authorizes the Township to arrange or contract with a redeveloper for the undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, the Township has been in discussions with Conditional Redeveloper regarding redevelopment of the Project Site pursuant to the FSOD zoning standards under the Fourth Amended Redevelopment Plan; and

**WHEREAS**, project proposed by Conditional Redeveloper will be consistent with the current redevelopment plan; and

**WHEREAS**, the redevelopment work will call for, among other things, demolition of existing improvements and construction of new improvements (the “Project Improvements”); and

**WHEREAS**, the Township and Conditional Redeveloper have engaged in such preliminary negotiations and the Township has determined that it is in the best interests of the Township to enter into additional and further negotiations with Conditional Redeveloper and therefore to enter into this MOU with Conditional Redeveloper regarding redevelopment of the Project Site.

**NOW, THEREFORE**, in consideration of the Parties’ promises and mutual representations, covenants and agreements set forth herein, the Parties, each binding itself, its successors and assigns, do hereby mutually promise, covenant and agree as follows:

1. **Designation as Conditional Redeveloper.** The Township has, pursuant to Resolution No. 44-22, designated The MBS Group as Conditional Redeveloper for the Project Improvements on the Project Site within the Downtown Redevelopment Area, pursuant to this MOU, and hereby agrees to negotiate solely and exclusively with Conditional Redeveloper for a

period of one hundred and eighty (180) days from the date of this MOU, in good faith, for the redevelopment of the Project Site, which period can be extended by the Parties' mutual written agreement.

2. **Redevelopment Agreement.** The Parties hereby agree to immediately commence good faith negotiations of the intended terms and conditions of a Redevelopment Agreement and other agreements, which shall include, but not be limited to, provisions for the following: project schedule; financial guarantee(s); financial assistance, compliance with the Redevelopment Plan; local planning approval; property acquisition, environmental remediation and project oversight. During the term of this MOU, and any extension thereof, the Township shall negotiate exclusively with Conditional Redeveloper and shall not solicit, consider or negotiate with any other person or entity for the redevelopment of the Project Site.

3. **Amendments.** Any and all amendments to this MOU shall be in writing and shall require the mutual agreement of both Parties.

4. **Entire Agreement.** This MOU sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereto, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.

5. **Not Binding on Individuals.** No covenant, condition or agreement contained in this MOU shall be deemed to be the covenant, condition or agreement of any past, present or future member, manager, trustee, official, officer, agent or employee of either Party, in his or her individual capacity, and neither the members, managers, trustees, officials, officers, agents or employees of such Party or Parties, nor any individual executing this MOU, shall be personally

liable on this MOU or by reason of the execution hereof by such person, or arising out of any transaction or activity relating to this MOU.

6. **Governing Law.** The terms of this MOU shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

7. **Non-Binding Effect.** Except for the Township's obligation to negotiate exclusively and in good faith with Conditional Redeveloper, as well as Conditional Redeveloper's obligation to negotiate in good faith, this MOU does not constitute a binding commitment between the Parties hereto, as the Parties' respective rights and obligations remain to be fully defined in their Redevelopment Agreement(s).

8. **Counterparts.** This MOU may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

9. **Effective Date.** This MOU shall become effective upon the execution of this MOU.

10. **Termination.** In the event that the Parties are unable to reach agreement on the terms of a Redevelopment Agreement, this MOU shall be automatically terminated and the designation of The MBS Group as the Conditional Redeveloper of the Project Site shall also be immediately terminated and the Parties shall have no further obligations under this MOU with respect to the Project Site.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding and Interim Redevelopment Agreement to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

**ATTEST:**

**THE TOWNSHIP OF WEST ORANGE**

\_\_\_\_\_  
**Karen J. Carnevale, RMC, Clerk**

By: \_\_\_\_\_  
**Robert D. Parisi, Mayor**

**WITNESS:**

**THE MBS GROUP  
CONDITIONAL REDEVELOPER**

By: \_\_\_\_\_

By: \_\_\_\_\_