



# UNION COUNTY IMPROVEMENT AUTHORITY

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Resolution No. 37-2016

Date: April 6, 2016

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
 AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE  
 UNION COUNTY IMPROVEMENT AUTHORITY AND DENTAL HEALTH  
 ASSOCIATES, P. A. IN CONNECTION WITH THE PARK MADISON BUILDING IN  
 PLAINFIELD, NEW JERSEY.**

APPROVED AS TO FORM:  
 Lisa M. da Silva  
 Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS  
 YES  NO  NONE REQUIRED  
 UNION COUNTY IMPROVEMENT AUTHORITY

*Lisa M. da Silva*

*[Signature]*

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad</i>	✓		✓				
<i>D'Elia</i>	✓		✓				✓
<i>Hockaday</i>	✓		✓				
<i>Lattimore</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓			✓	
<i>Szpond</i>	✓		✓				
<i>Tomko, Treasurer</i>	✓		✓				
<i>Rountree, Vice Chair</i>	✓		✓				
<i>Scutari, Chairman</i>		✓					

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE UNION COUNTY IMPROVEMENT AUTHORITY AND DENTAL HEALTH ASSOCIATES, P. A. IN CONNECTION WITH THE PARK MADISON BUILDING IN PLAINFIELD, NEW JERSEY.**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been created by resolution of the Board of Chosen Freeholders of the County of Union as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.*, and the acts amendatory thereof and supplemental thereto; and

**WHEREAS**, on April 1, 2005, the Authority entered into a lease agreement with Dental Health Associates, P.A. ("Dental Health") for a portion of the property known as the Park Madison Building located at 200 W. 2<sup>nd</sup> Street, Plainfield, New Jersey (the "Lease" or "Lease Agreement"); and

**WHEREAS**, Pursuant to the Lease, the Premises originally consisted of approximately 4361 rentable square feet of space located on the 1<sup>st</sup> floor ("Initial Space"); and

**WHEREAS**, Dental Health has requested that the Authority provide approximately 1800 square feet of additional space to Tenant (the "Additional Space"); and

**WHEREAS**, The Authority desires to provide Dental Health the Additional Space in accordance with and subject to, the terms as set forth in the First Amendment to the Lease (the "Amendment"), a copy of which is attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority, that the Lease Agreement between the Authority and Dental Health shall be amended in accordance with the Amendment, a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

## FIRST AMENDMENT TO LEASE

**THIS FIRST AMENDMENT TO LEASE** is dated as of the \_\_\_\_ day of March 2016, by and between **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, having an address at 10 Cherry Street, Elizabeth, New Jersey 07201 (referred to herein as “Landlord”) and **DENTAL HEALTH ASSOCIATES, P. A.**, having an address at 200 West 2<sup>nd</sup> Street, Plainfield, New Jersey 07060, a New Jersey professional association (“Tenant”).

### **RECITALS:**

**WHEREAS**, Landlord and Tenant are parties to a certain lease agreement, dated as of April 1, 2005 for a portion of the property known as the Park Madison Building at 200 W. 2<sup>nd</sup> Street, Plainfield, New Jersey ( the “Lease” or “Lease Agreement”);

**WHEREAS**, under the Lease, the Premises originally consisted of approximately 4361 rentable square feet of space located on the 1<sup>st</sup> floor (“Initial Space”); and

**WHEREAS**, Tenant has requested Landlord ultimately provide approximately 1800 square feet of additional space to Tenant (the “Additional Space”); and

**WHEREAS**, Landlord has agreed to provide the Additional Space as shown on Exhibit A attached hereto, to Tenant in accordance with and subject to, the terms as set forth in this First Amendment to Lease (the “Amendment”); and

**WHEREAS**, Landlord and Tenant desire to modify the terms of the Lease Agreement, subject to the terms hereinafter set forth; and

**WHEREAS**, except as provide in this Amendment, all defined terms as set forth in the Lease shall have the same meaning herein; and

**WHEREAS**, in the event of any conflict or inconsistency between the terms of this Amendment and the Lease Agreement, the terms of this Amendment shall control.

### **A G R E E M E N T:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Additional Space. The Landlord agrees to provide and the Tenant agrees to lease the Additional Space, as shown on Exhibit A, from Landlord at the following terms:

- (a) (i) Subject to the provisions of Subparagraphs 1(b)-1(e) below, the Additional Space shall be deemed to be part of the Demised Premises and shall be subject to the terms of the Lease Agreement effective as of the date on which Landlord delivers possession of the Additional Space to Tenant, which date is estimated to be April 1, 2016 (the

“Additional Space Commencement Date”) and (ii) commencing upon the Additional Space Commencement Date and continuing throughout the remainder of the Term of the Lease (as the same may be further extended), Landlord leases to Tenant, and Tenant leases from Landlord, the Additional Space and the Demised Premises (as that term is defined in the Lease) shall then consist of the existing Demised Premises (other than the Additional Space) and the Additional Space. Landlord shall provide Tenant with written notice delineating the Additional Space Commencement Date and, if the Additional Space Commencement Date is not April 1, 2016, an amended Schedule 1(b) based upon the actual Additional Space Commencement Date. The Tenant’s lease of the Demised Premises, including the Additional Space, shall be governed by and subject to all of the terms and conditions of the Lease (as amended hereby).

- (b) Tenant shall not pay Fixed Annual Rent for the Additional Space for a period of twelve (12) months from the Additional Space Commencement Date but Tenant shall be responsible for its Proportionate Share of all Additional Rent under the Lease as of the Additional Space Commencement Date, including but not limited to Operating Costs, Real Estate Taxes and Utilities; Tenant’s Proportionate Share for the entire Demised Premises shall be 6.16% as of the Additional Space Commencement Date. Commencing upon the first anniversary of the Additional Space Commencement Date, Tenant shall thereupon pay Fixed Annual Rent for the Demised Premises based upon per square foot Fixed Annual Rent applicable to the Demised Premises as set forth in Schedule 1(b) hereto for said period. The Fixed Annual Rent as set forth in Article 2.1 of the Lease shall be deemed to be amended accordingly.
- (c) The Additional Space shall be delivered to the Tenant in “as is” condition. Tenant is responsible for any Tenant Improvements, construction costs and permitting costs and Landlord will provide no credit to Tenant related to the Additional Space. Tenant shall accept the Additional Space in its current “as is,” “where is” condition, and Landlord shall have no obligation to make any improvements to, perform any work in, or fund any improvement allowance. Tenant is responsible for the cost of any tenant improvements, construction costs and permitting costs and Landlord will provide no credit to Tenant related to the Additional Space. Tenant shall provide Landlord with outlined plans specification describing the proposed Tenant Improvements to the Additional Space prior to Tenant commencing any tenant improvement work. Any work performed by or on behalf of Tenant shall be subject to Article 6 of the Lease.
- (d) The Expiration Date under the Lease shall now be September 30, 2025.
- (e) Tenant shall have the option to renew this Lease for one (1) additional five (5) year term so long as Tenant has kept and performed each and every covenant, agreement, term, provision and agreement to be performed by Tenant under the Lease, as amended hereby. In order to exercise this option Tenant must provide written notice to Landlord at least 180 days prior to the Expiration Date. The Fixed Annual Rent during the option period shall be:

<u>Year</u>	<u>Rent per R/S/F (NNN)</u>
1	\$26.00
2	\$26.50
3	\$27.00
4	\$27.50
5	\$28.00

4. Landlord and Tenant each warrant to the other that it has not employed or dealt with any broker, agent or finder, other than AST Realty, Inc (the "Broker") in connection with this Amendment. Landlord acknowledges that it shall pay any commission or fee due, if any, to the Broker(s) pursuant to a separate agreement. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Agents from and against any claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including litigation costs and attorneys' fees) for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or Tenant's Agents or with whom Tenant or Tenant's Agents have dealt, other than the Brokers (whether directly or indirectly, in whole or in part), such indemnification obligation to survive the Expiration Date or earlier termination of this Lease.

5. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6. This Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against, the parties hereto.

7. The recital clauses set forth above shall be deemed to be a part of this Amendment as if set forth at length herein.

8. As herein amended, the Lease Agreement is ratified and confirmed and remains in full force and effect.

[Signatures Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to Lease as of the \_\_\_ day of March, 2016

WITNESS/ATTEST:

\_\_\_\_\_

**LANDLORD:**

**UNION COUNTY IMPROVEMENT AUTHORITY**

By: *Janet R. Sullivan*  
Name:  
Title:

WITNESS/ATTEST:

\_\_\_\_\_

**TENANT:**

**DENTAL HEALTH ASSOCIATES, P. A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
FLOOR PLAN SHOWING PREMISES AND ADDITIONAL SPACE  
(SEE ATTACHED)

**SCHEDULE 1(b)**  
**REVISED FIXED ANNUAL RENT (assuming 4/1/16 Additional Rent Commencement Date**  
**(all Rents are NNN)**

<b>Proposed Lease Agreement</b>					
<b>Lease Year</b>	<b>Start Date</b>	<b>End Date</b>	<b>SF</b>	<b>\$/SF</b>	<b>\$/YR</b>
11	10/1/2015	3/31/2016	4361	21.00	45,791
	4/1/2016	9/30/2016	4361	21.00	45,791
	4/1/2016	9/30/2016	1800	0.00	0
12	10/1/2016	3/31/2016	4361	21.50	46,881
	10/1/2016	3/31/2017	1800	21.50	0
	4/1/2017	9/30/2017	6161	21.50	66,231
13	10/1/2017	9/30/2018	6161	22.00	135,542
14	10/1/2018	9/30/2019	6161	22.50	138,623
15	10/1/2019	9/30/2020	6161	23.00	141,703
16	10/1/2020	9/30/2021	6161	23.50	144,784
17	10/1/2021	9/30/2022	6161	24.00	147,864
18	10/1/2022	9/30/2023	6161	24.50	150,945
19	10/1/2023	9/30/2024	6161	25.00	154,025
20	10/1/2024	9/30/2025	6161	25.50	157,106