

*Execution Copy***DISPUTE RESOLUTION AGREEMENT**

**AGREEMENT** dated as of April 10<sup>th</sup>, 2006 ("Agreement") between the **CITY OF ASBURY PARK**, New Jersey (the "City") having an address at Asbury Park Municipal Building, One Municipal Plaza, Asbury Park, New Jersey 07712, as redevelopment agency, and **ASBURY PARTNERS, L.L.C.**, having an address at 1100 Ocean Avenue, Asbury Park, New Jersey 07712, as redeveloper ("Master Developer") supplementing and modifying the October 28, 2002 *Amended and Restated Redeveloper and Land Disposition Agreement* (the "Redevelopment Agreement") between the City and Master Developer.

**WITNESSETH**

**WHEREAS**, section 8 of the *Local Redevelopment and Housing Law* (N.J.S.A. 40A:12-8) permits a municipality to contract with a designated redeveloper for the construction of redevelopment projects within a designated redevelopment area pursuant to an adopted redevelopment plan; and

**WHEREAS**, on June 5, 2002, the City adopted the *Amended Waterfront Redevelopment Plan for the City of Asbury Park* (the "Plan") for the designated redevelopment area within the City known as the Prime Renewal Area (as such term is defined in the Plan, the "Waterfront Redevelopment Area"); and

**WHEREAS**, on October 28, 2002, the City and Asbury Partners, L.L.C. (the "Master Developer") entered into the Redevelopment Agreement to implement the Plan, in which Master Developer was reaffirmed as the designated redeveloper of the Waterfront Redevelopment Area; and

*Execution Copy*

**WHEREAS**, pursuant to the Redevelopment Agreement the Master Developer is responsible, among other things, for certain rehabilitation of particular waterfront buildings acquired by Master Developer from the City pursuant to the terms of the Redevelopment Agreement, which buildings include Convention Hall, Paramount Theater, the Casino, the Power Plant and the Boardwalk Pavilions (collectively, the "Waterfront Buildings"); and

**WHEREAS**, the City requested that a schedule and certain information be provided concerning the Waterfront Buildings, and on January 27, 2006, Master Developer appeared before the Mayor and Council, and provided written information regarding its plans for rehabilitation of the Waterfront Buildings in response to the requests made by the Council; and

**WHEREAS**, as a result of negotiations between the City and Master Developer, an agreement has been reached, and the City and Master Developer wish to memorialize that agreement in writing; and

**WHEREAS**, the Agreement set forth herein is not in any way an admission or concession by the Master Developer that it has failed to meet any of its duties or obligations under the Redevelopment Agreement or that any of the undertakings of the Master Developer set forth herein are required by the Redevelopment Agreement.

**NOW, THEREFORE**, in consideration of the representations, covenants and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree as follows:

**Section 1. Definitions.** Unless otherwise indicated, defined terms used in this Agreement shall have the meanings ascribed to them in the Redevelopment Agreement. In addition, the following words shall have the following meanings:

### ***Execution Copy***

a. **Escrow Agent** – The law firm, selected by Master Developer, to escrow funds or a Letter of Credit pursuant to Section 4 hereof, and the agreement retaining such agent shall provide for the release of such funds upon (1) the issuance of a notice under Section 4D hereof or (2) the issuance of a decision by an arbitrator against the Master Developer that Master Developer has not complied with the time frames hereof (subject to force majeure) and not cured same within the applicable cure periods pursuant to Section 6 hereof.

b. **Final Project Costs** – Costs to undertake the “Projects” as finally determined by a construction, demolition or vendors contract.

c. **Irrevocable Letter of Credit** – an irrevocable direct pay letter of credit, issued by a Bank to the Escrow Agent which provides for the payment of its face amount upon compliance with its terms, such terms to be (1) the issuance of a notice under Section 4D hereof or (2) the issuance of a decision by an arbitrator against the Master Developer that Master Developer has not complied with the time frames hereof (subject to force majeure) and not cured same within the applicable cure periods pursuant to Section 6 hereof.

d. **Performance Bond** – a bond issued by a surety company authorized to conduct business in the State of New Jersey and ranked at least “A-” by AM Best and Co. which bond shall guaranty that contractor of Master Developer will complete the contracted work and names the City as an additional beneficiary.

e. **Projects** –

- i. Work as described in Section 3 A (1) (i), (ii), (2) and Schedule A;
- ii. Work as described in Section 3 B (1) and (2) Schedule B;
- iii. Work as described in Section 3 C and Schedule C;
- iv. Work as described in Section 3 D and Schedule D; and
- v. Work as described in Section 3 E and Schedule E.

Each Work item set forth above shall be considered a Project and together the Projects.

f. **Projected Costs** – projected costs or estimated costs shall be a good faith estimate established by Master Developer in consultation with contractor(s) or vendor(s) as set forth in Schedules A through D as may be updated in accordance with Section 4B for each Project.

g. **Project Schedules** – Exhibits A – E, where applicable.

### ***Execution Copy***

- h. **Bank** – a federally chartered bank or state chartered bank licensed to do business in New Jersey which has capital and surplus aggregating not less than \$100,000,000 and which provides as part of its ordinary course of business irrevocable letters of credit having a short term rating of at least “A1”/“P-1”.
- i. **Net Worth** – Total assets minus total liabilities as reflected in the most recent audited financial statement of Master Developer.
- j. **Scheduled Projects** is define in Section 4.D.

**Section 2. Construction and Interpretation.** In the event of a conflict between the provisions of the Redevelopment Agreement and the provisions of this Agreement, the provisions of this Agreement shall control.

**Section 3. Project Priorities and Timetables.** The following priorities and timetables shall apply to each Project:

A. **5<sup>th</sup> Avenue Pavilion.**

(1) With respect to the **5<sup>th</sup> Avenue Pavillon**, Master Developer shall:

(i) immediately undertake the repairs to the façade of, and the emergency repairs to, the **5<sup>th</sup> Avenue Pavilion** as set forth in Schedule A hereto and undertake such other emergency structural repairs (the “Other Emergency Repairs”), if any, that are necessary to ensure “life safety” as agreed upon by the project architect and Code Official and which they reasonably identify during the making of such repairs. Notwithstanding the foregoing, in the even that the total cost of such repairs listed in Exhibit A and such Other Emergency Repairs exceeds \$300,000, then, in such event, Master Developer may elect to proceed directly to Task C of Schedule A and shall not be obligated to perform Task B of Schedule A.

(ii) All other rehabilitation and renovation work on the **5th Avenue Pavillon** will take place in accordance with the milestones and completion dates set out in Schedule A.

### *Execution Copy*

- (2) As part of the rehabilitation and renovation work on the **5<sup>th</sup> Avenue Pavilion**, Master Developer shall use reasonable efforts to ensure that the Arthur Pryor Bandshell is preserved in place and rehabilitated to the extent reasonably and economically feasible, and in a manner generally consistent with the Dean Marchetto concept drawing presented by Master Developer to the Council sub-committee in August 2005. Such work shall be in lieu of the relocation of the Bandshell on Green Acres property as set forth in the Redevelopment Agreement.
- (3) Commencement of permanent rehabilitation work on the **5<sup>th</sup> Avenue Pavilion** in accordance with this Agreement shall trigger the Master Developer's obligations to rehabilitate the Pavilion Properties under Section 3.3 of the Redevelopment Agreement, but remains subject to the provisions of Article 16 if the Plan is overturned or remanded by Court challenge.

#### **B. Convention Hall.**

(1) Master Developer, in consultation with the City Fire Official (but subject to applicable laws, rules and regulations, including, without limitation the requirements of State Historic Preservation Office (SHPO), shall immediately address all existing life safety code violations at the **Convention Hall**, prior to June 1, 2006. A list of all such violations is attached hereto as Schedule G.

(2) All other rehabilitation and renovation work on **Convention Hall** will take place in accordance with the milestones and completion dates set out in Schedule B.

C. **Casino.** Rehabilitation and renovation work on the **Casino** will take place in accordance with the milestones and completion dates set out in Schedule C.

D. **Power Plant.** Rehabilitation and renovation work on the **Power Plant** will take place in accordance with the milestones and completion date set out in Schedule D.

### *Execution Copy*

E. **Infrastructure.** Section 7.1 of the Redevelopment Agreement relating to a "reasonable schedule" for infrastructure improvements is hereby supplemented as follows: The Master Developer shall adhere to the time schedules and construction phasing set forth in The Infrastructure Component Report (the "report"), dated January 19, 2004, last revised March 10, 2005, as adopted by the Asbury Park City Council on March 16, 2005 and as further defined by the current WRP Phase I construction plans. To the extent that the schedules and construction phasing set forth therein are not, or cannot be met, Master Developer shall promptly notify the City Engineer. Such notification shall be in writing and accompanied by a revised schedule. Future phases of infrastructure work will be designed to reasonably correspond with the future block development. As blocks are assembled, site specific infrastructure will be defined in conjunction with site plan approval. Any changes to this revised schedule shall be subject to approval by the City Engineer. Such approval shall not be unreasonably delayed, withheld or conditioned.

Master Developer shall use commercially reasonable efforts to complete the installation of infrastructure in accordance with the milestones and completion dates set out in Schedule E.

Notwithstanding the foregoing, the City acknowledges that the completion of the infrastructure improvements are subject to numerous unpredictable factors, including, approval by various governmental authorities, unpredicted physical conditions, the determinations and actions of utility companies, the changing needs of the sub-developers and the City and the ability of the engineers and contractors to perform which may affect the Master Developer's adherence to such schedule. The Master Developer shall use commercially reasonable efforts to ensure that all infrastructure projects are adequately staffed to provide responsive project management and quality assurance in order to anticipate and promptly remedy conditions, which though unpredictable at project inception, becomes known during the course of construction of the infrastructure.

**Execution Copy**

**Section 4. Financial Commitments and Performance Guarantees.**

A. **Financial Commitments.** Within forty-five (45) days of the execution of this Agreement, Master Developer shall provide to the City evidence of its financial capability to implement and complete the Projects, by delivering a report by its certified public accountants that Master Developer has a Net Worth exceeding \$30 million (the "Minimum Net Worth") as of the most recently audited financial statement. Master Developer shall maintain such Minimum Net Worth until the completion of the Scheduled Projects and the completion of the Phase I portion of the Infrastructure.

B. **Projected Costs.** Prior to the commencement of construction for any Project, the Master Developer shall update the Projected Costs for such Project set forth in Schedules A-D hereof and submit such updated Projected Costs to the City, together with any contract of construction, demolition or purchase for each Project. Such revised amount shall be reflected in the performance bonds posted in accordance with Section C of this Section, but not in the letters of credit or sums posted.

C. **Performance Guaranty.**

1. **5<sup>th</sup> Avenue Pavilion.** As pertains to the improvements referenced in Section 3A (1)(ii) and Schedule A herein, the Master Developer shall:

(a) Within thirty (30) days after the execution of this Agreement, post in an interest bearing escrow account of the Escrow Agent, the sum equivalent to, or an irrevocable letter of credit in the amount of, twenty-five (25%) percent of the Projected Cost of the work to be performed under Section 3A (1) hereof to be utilized exclusively for such work. The Parties agree that said amount is \$753,125.

(b) Post or cause to be posted a construction performance bond for Task C of Schedule A in the amount of the construction contract, prior to the commencement of such work, which will name the City of Asbury Park as an additional beneficiary.

***Execution Copy***

2. **Convention Hall.** As pertains to the improvements referenced in Section 3 (B) and Schedule B herein, the Master Developer shall:

(a) Within thirty (30) days of the execution of this Agreement, post in an interest bearing escrow account of the Escrow Agent, a sum equivalent to, or an irrevocable letter of credit in the amount of, twenty-five (25%) percent of the Projected Cost of the work to be performed under Section 3B (1) and (2) hereof to be utilized exclusively for such work. The Parties agree that said amount is \$350,000.

(b) Post or cause to be posted a construction performance bond Tasks A, C, D and E of Schedule B in the amount of the construction contract for the work to be performed in Section 3(B)(2) prior to commencement of such work, which performance bond will name the City of Asbury Park as an additional beneficiary.

3. **Casino.** As pertains to the improvements referenced in Section 3(C) and Schedule C herein, the Master Developer shall

(a) Within thirty (30) days of the execution of this Agreement, the Master Developer shall post in an interest bearing escrow account of the Escrow Agent, a sum equivalent to, or an irrevocable letter of credit in an amount of, twenty-five (25%) percent of the Projected Cost of the work to be performed under Section 3 (C) hereof to be utilized exclusively for such work. The Parties agree that said amount is \$348,125.

(b) Post or cause to be posted a construction performance bond Tasks A, B, F, H and I of Schedule C in the amount of the construction contract for the work to be performed in Section 3 (C) prior to commencement of such work, which performance bond will name the City of Asbury Park as an additional beneficiary.



**Execution Copy**

4. **Power Plant.** As pertains to the improvements referenced in Section 3D and Schedule D herein, the Master Developer shall:

(a) Within thirty (30) days after the execution of this Agreement, the Master Developer shall post in an interest bearing escrow account of the Escrow Agent a sum equivalent to, or an irrevocable letter of credit in an amount of twenty-five (25%) percent of the Projected Cost of the work to be performed under Section 3 (D) hereof to be utilized exclusively for such work. The Parties agree that said amount is \$53,125.

(b) Post or cause to be posted a construction performance bond Tasks A and B of Schedule D in the amount of the construction contract for the work to be performed in Section 3 (D) prior to commencement of such work, which performance bond will name the City of Asbury Park as an additional beneficiary.

**D. Utilization of the Posted Security.** For the cumulative tasks within each Project set forth on the following schedules: Schedule A – Tasks A-C; Schedule B – tasks A-E; Schedule C – Tasks A, B, E, F, H, I and J; and Schedule D – Tasks A-C (such cumulative tasks within each Project being defined collectively as “Scheduled Projects” and each a “Scheduled Project”), the funds or irrevocable letter of credit, shall remain in escrow until the Master Developer’s Architect or construction manager certifies in writing to the Escrow Agent, with a copy to the City, that the amount on deposit in the escrow account is sufficient to complete the particular Scheduled Project. Upon this threshold being met, the Master Developer may then utilize such security in completing the Scheduled Project. In the event that the Scheduled Project is completed for less than the remaining amount, such unspent funds plus any interest earned remaining in the Escrow Account will be released to the Master Developer.

***Execution Copy*****Section 5. Outstanding Issues and Course of Dealings**

The City and Master Developer have met and have attached hereto as Schedule F a list of outstanding issues to be resolved by the respective parties as set forth therein. The Parties agree that resolution of the outstanding issues listed in Schedule F is of significant importance to each of them, and that they will resolve the same as per Schedule F. The resolution of the issues set forth in Schedule F is a material consideration for entering into this Agreement and remain a priority for the Parties. Any disputes regarding the resolution of those issues is to be subject to the conciliation and arbitration provisions set forth in section 6 infra.

**Section 6. Defaults and Remedies.**

(a) Any obligation of the City or the Master Developer under the Redevelopment Agreement other than the Projects and those issues set forth on Schedule F shall remain governed by the dispute resolution provisions set forth in the Redevelopment Agreement.

(b) Nothing herein is intended to modify the notice provisions or time periods set forth in Article 8 of the Redevelopment Agreement for the curing of defaults, except that a default may not be declared by either party until a decision has been rendered by the Arbitrator and any time periods to cure a default shall be tolled so long as the matter is in conciliation or arbitration.

(c) Conciliation and Arbitration –

### *Execution Copy*

1. Conciliation --- In the event that either party hereto believes that the other party has acted or failed to act such that the complaining party believes that the other party's conduct is a breach of its obligations under this Agreement that would constitute an event of default if not remedied, the complaining party shall first identify the dispute(s) or controversy(ies) to the other party in writing. Said writing shall be designated a "Letter of Concern" and shall not constitute a "default notice" under this Agreement or the Redevelopment Agreement. To the extent permitted by law, such letters of concern, similar notices and all matters concerning the "controversy" or disputes and arbitrations shall be treated as confidential unless and until a determination of default has been issued. The parties hereto are obligated to attempt to reach a conciliated resolution of the dispute or controversy. The parties shall devote a reasonable time, including face-to-face meetings, over a period spanning ten (10) business days, not including Saturday, Sunday, or Federal or State holidays, with reasonable additional accommodation for religious holidays, to attempt to reach a conciliated resolution.

2. Arbitration--- (i) Any controversy or dispute arising out of, or relating to, this Agreement only, or the breach thereof, which has not been successfully resolved by the parties in the conciliation process, shall be subject to the service of a written "Letter of Unresolved Concerns and Request to Arbitrate", and shall be resolved by binding arbitration. In crafting an award, the arbitrator shall have the ability to issue binding decisions relating to default, post-arbitration cure periods, and remedies, including the release to the contractor of performance security. In making any determination regarding "cure periods", the Arbitrator's determination shall be governed by the cure periods in the Redevelopment Agreement. The Arbitrator shall have the authority to alter the cure periods set forth in the Redevelopment Agreement only if the application of the Redevelopment Agreement cure period to the curing of a particular default, under the factual circumstances existing, would be manifestly unreasonable and materially harmful to the other party. No notice of default may issue until the Arbitrator has determined that a default has occurred. The arbitration sessions shall be conducted at such place or places as designated by the arbitrator or arbitrators within the State of New Jersey. Judgment may be entered on any award or decision determined by the arbitrator or arbitrators in the Superior Court of New Jersey. No other person or entity

### *Execution Copy*

may participate in either the mediation or the arbitration as a party except by agreement of both the City and the Master Developer. Costs shall be paid in accordance with subsection (d) hereof.

(ii) Such arbitration shall be effected by an arbitrator selected as hereinafter provided and shall be conducted in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "AAA"). The parties shall conclude their presentation to the arbitrator within 45 days of the written demand for arbitration. The parties may only extend said time period by mutual consent or at the request of the Arbitrator. The arbitrator shall be bound by the deadlines imposed by the AAA for the issuance of awards.

(iii) The parties upon execution of this Agreement, shall choose as an arbitrator a former judge of the Superior Court of the State of New Jersey with significant judicial or practice experience in redevelopment and construction law and who is presently engaged in providing alternative dispute resolution services. The arbitrator or arbitrators shall certify as to their independence from any conflicts. It is the intent that each such person be designated as a standing arbitrator to hear and determine disputes arising under this Agreement. If the parties after conferring are unable to reach agreement as to the identity of the arbitrator within 10 calendar days of execution of this Agreement, each party shall choose one arbitrator meeting the above requirements, and a third lead arbitrator, who shall be also similarly qualified, shall be chosen by the other two. The arbitrator or arbitrator(s) may only be removed by mutual consent of the parties, or for grounds set forth for disqualification in the applicable AAA rules.

(d) Except as mandated by law or final and binding order of Court, during the course of conciliation and arbitration the parties agree to maintain in the strictest confidence the proceedings and to desist from any dissemination of information and from public comment regarding the conciliation and arbitration or the disputes subject to such process. To the extent permitted by law, the parties also agree during the course of, and after, the conciliation and arbitration, to maintain the confidentiality of information that is (a) of a proprietary nature, or (b) financial information that is entitled to confidentiality or such other information that, in the opinion of the Master Developer or the City, could be detrimental to the Master Developer, the City or the Project, if disclosed.

### ***Execution Copy***

(e) Each party will pay its' own costs and share equally in joint costs associated with an arbitration proceeding under this Agreement. In the event either Party brings an arbitration proceeding against the other arising out of the terms or provisions of this Agreement, each party shall pay their own costs incurred therewith (including its attorney's fees and costs to enforce arbitration), whether such fees are incurred before, during, or after any arbitration and such costs shall not be subject to reimbursement under the Redevelopment Agreement. If the Arbitrator determines, however, that the non-prevailing party brought claims or interposed defenses in the arbitration that were not asserted in good faith, the Arbitrator may enter an award for fees and costs in favor of the prevailing party.

### **Section 7. Financial Capability**

A. Each party hereto represents and warrants to the other party that it has the authority and financial capability to undertake the tasks and comply with the obligations listed herein.

B. Annually until the completion of the Scheduled Projects, within 60 days of the completion of its audited financial statements, the Master Developer shall deliver a report by its certified public accountants that Master Developer remains in compliance with the Net Worth requirements set forth in Section 4A hereof.

C. Until the completion of the Scheduled Projects, at the written request of the City, but not more frequently than every six months, the Finance Director of the City, through its outside auditors, Samuel Klein and Company, shall, on a confidential basis, confer with the Controller of Master Developer as to any significant negative change to the Net Worth of Master Developer since the most recent audited financial statement.

D. Each party shall be solely responsible for its costs in connection with this Section 7.

### **Section 8. Project Oversight by the City and Master Developer**

A. **Progress Meetings.** Master Developer and City, when requested, shall attend and

### ***Execution Copy***

participate in bi-monthly progress meetings, or meetings on a more frequent basis if reasonably necessary and reasonably requested by the other party, with representatives of such other party to report on the status of the Projects and issues outlined in the Exhibits hereto and to review the Master Developers and the City's progress under the Projects Schedule, Exhibits A thru G inclusive.

B. **Progress Reports.** At each Progress Meeting, and at such other times as may be reasonably requested by the City or Master Developer, the Master Developer and City shall submit to the other party a reasonably detailed written progress report ("Progress Report") which shall include, among other things, a description of activities completed, milestones achieved, status of the Priority Projects with respect to the Projects Schedule, activities to be undertaken prior to the next regularly scheduled Progress Report, and any unanticipated problems or delays and an explanation therefore. If a party fails to meet a milestone or completion date set out in the Projects Schedule, and is notified of same in writing by the other party, or if a party conclusively determines between progress meetings that it will fail to meet a material milestone or completion date on the Projects Schedule, such party, when requested, shall promptly provide written notice to the other party stating: (a) the reason for the failure to complete the applicable task, (b) the proposed method for correcting such failure, (c) a schedule for completing such task, and (d) the method or methods by which such party proposes to achieve subsequent tasks by the relevant Completion Dates.

C. **Access to Property.** The City and/or its authorized representatives shall, at reasonable time and upon reasonable prior notice, have the right to inspect the Projects and any and all work in progress for the purpose of monitoring the progress thereof under the Projects Schedule. In no event shall the City's inspection of the Projects in and of itself be deemed acceptance of the work or be deemed to waive any right the City may have under this Agreement, nor are such progress inspections in any way intended to substitute for or obviate inspections by construction code officials in the performance of their duties under applicable laws and regulations.

D. **Submissions to City.** Master Developer shall be required to provide the City with a copy of each application for governmental approvals submitted in connection with the Projects

### ***Execution Copy***

(other than applications which are submitted to any agency or subdivision of the City), at the same time those applications are submitted to the governmental agency having jurisdiction over the same.

### **Section 9. Standards**

A. Master Developer agrees to construct all improvements on the Projects in reasonable and material conformity with (1) plans and specifications for the same delivered to the City; (2) all applicable laws and other governmental regulations, including, without limitation, buildings codes, the Redevelopment Plan and other ordinances and permits; (3) all restrictions pursuant to the Redevelopment Plan as amended from time to time affecting the Projects; and (4) such additional plans and specifications as may be submitted by the Master Developer and/or its agents or professionals and accepted by the City.

B. Master Developer agrees to complete the construction and improvements on or before the completion dates specified in the respective Schedules attached hereto, subject to such reasonable periods of delays that may be caused by such factors as fires, strikes, acts of God, failure of contractors and other causes beyond the control of the Master Developer, including, without limitation, review and approval by governmental agencies, which periods of delay shall not exceed such length of time as a reasonable delay may engender.

C. Where applicable, prior to commencement of work on a Scheduled Project for which a construction bond is required hereunder, Master Developer shall furnish to the City a copy of the construction performance bond, running to the benefit of Master Developer and the City.

D. If the Master Developer should not proceed diligently to construct the improvements required hereby, except for periods of inactivity or limited activity not more than thirty (30) days in any one time (or of such greater length of time as the parties may agree is appropriate in light of the factors affecting the Project) or if the construction of the improvements is not in conformity in all reasonable and material respects with the plans and specifications, then the parties shall then submit the matter to conciliation and arbitration in accordance with Section 6 hereof.

### *Execution Copy*

E. Entry by any City employee upon and of the Projects or other improvements being constructed hereunder shall be subject to the health, safety and security requirements of Master Developer and shall be at the risk of such City employee.

F. The Master Developer is aware of City Ordinance 2757 relating to the regulation of political contributions from redevelopers within the City. Accordingly, during the term of this Agreement, Master Developer shall refrain from soliciting or making any contribution of money or pledge of a contribution, including in-kind contributions, to a campaign committee of an City if Asbury Park candidate for public office or holder of public office having responsibility for arranging, entering into or approving a redevelopment agreement, including this Agreement, or for appointing those who enter into such agreements on behalf of the City of Asbury Park, or to any municipal political committee, or to any City of Asbury Park or Monmouth County party committee, or to any political action committee (PAC) which regularly engages in the support of municipal elections and/or municipal parties.

G. The City agrees that, upon full execution of this Agreement and the timely posting by Master Developer of the sums or letters of credit hereinbefore described in Section 4, each of the City and the Master Developer will be deemed to have waived all claims of default it may have had, if any, arising out of or in connection with the other party's obligations in respect of the Projects and those issues set forth on Schedule F hereof prior to the date of execution of this Agreement.




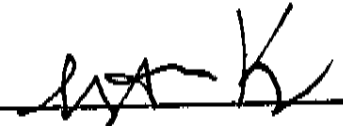
**Execution Copy**

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on or as of the date set forth above in the preamble to this Agreement.

**THE CITY OF ASBURY PARK**

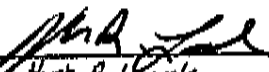
**Attest:**

By:   
Kevin G. Sanders, Mayor

  
Stephen M. Kay, City Clerk

**ASBURY PARTNERS, L.L.C.**

By:

By:   
Hugh R. Liscione  
Authorized Signatory

SCHEDULE A

## 5TH Avenue Pavillion

Projected Costs

\$3,012,500

Task	Date	Subtask	Trades	Est. Cost
A. Feasibility Study	Mar-06	Feasibility Study (COMPLETED)	Architect, Structural Engineer, Brick Conservator	\$12,500
B. Emergency Repairs	Mar-06	Design Complete	Repair roof leaks; remove and secure loose building materials; repair glazing; remove paint from brick and re-point mortar; touch-up paint; secure ramp area; repair mechanical, electrical and plumbing systems; box-out cantilevered brackets; landscaping for west yard	\$250,000
	Jun-06	Construction Complete		
C. Renovation of Entire Pavillion	Jun-06	Schematic Design	Architect, Construction Manager	\$2,750,000
	Jul-06	Design Development		
	Oct-06	Construction Drawings		
	Oct-06	Bids Awarded		
	Jun-07	1st Floor Construction Complete		
	Jun-08	2nd Floor Construction Complete		

SCHEDULE B

**Convention Hall**

**Projected Costs**

**\$1,400,000**

<b>Task</b>	<b>Date</b>	<b>Subtask</b>	<b>Trades</b>	<b>Est. Cost</b>
A. Window Replacement	Feb-06	Design Complete	Window installer; masonry repair, rough carpentry.	\$500,000
	Mar-06	NJSHPO Initial Review		
	Jul-06	Mock-up Construction		
	Aug-06	NJSHPO Final Review		
	Aug-06	Order Windows		
	Feb-07	Measure/shop drwgs/manufacture		
	May-07	Installation Completion		
B. Life/Safety Repairs	Feb-06	Complete Design	Carpenter; locksmith, masonry repair	\$100,000
	Mar-06	Intial NJSHPO Review		
	Apr-06	Final NJSHPO Review		
	Jun-06	Bid for Construction Awarded		
	Jul-06	Construction begins		
	Nov-06	Construction ends		
C. Interior Storefront Replacements	Feb-06	Design Complete	Storefront system installer; carpenter.	\$225,000
	Apr-06	NJSHPO Review		
	Jun-06	Bid for Construction Awarded		
	Sep-06	Construction Complete		
D. Arcade Entrance Structural Repair	Apr-06	Design Complete	Structural steel; masonry repair; terra cotta repair; window and storefront installation	\$400,000
	May-06	NJSHPO Review		
	Jul-06	Bid for Manufacture and Installation		
	Sep-06	Windows bid awarded		
	May-07	Install Windows, Repair Steel and Masonry		

E. Exterior Storefronts and Entry Doors	Apr-06	Design Complete	Storefront system installer; carpenter.	\$175,000
	May-06	NJSHPO Review		
	Aug-06	Bid For Manufacture and Installation Awarded		
	Oct-06	Manufacture Items		
	Apr-07	Construction Complete		

F. Entire Building Renovation Design	Jan-07	Schematic Design Complete	TBD	TBD
	Apr-07	Design Development Complete		
	Aug-07	Parties meet to agree on construction timeline		
	Sep-07	Construction Documents Complete.		
	Oct-07	Renovation tasks pursuant to construction timeline to begin		

SCHEDULE C**Casino****Projected Costs****\$1,392,500****ARENA**

<b>Task</b>	<b>Date</b>	<b>Subtask</b>	<b>Trades</b>	<b>Est. Cost</b>
-------------	-------------	----------------	---------------	------------------

A. Stabilization of Exterior Wall	Feb-06	Design Complete	Structural Steel; concrete footings and foundations; selected demolition	\$150,000
	Mar-06	NJSHPO Initial Review		
	Apr-06	NJSHPO Final Review		
	Jun-06	Bid for Construction Awarded		
	Sep-06	Construction Complete		

B. Demolition & Hazardous Material Abatement	Feb-06	Design Complete	Demolition; hazardous material abatement	\$625,000
	Apr-06	NJSHPO Review		
	Sep-06	Bid for Construction Awarded		
	Feb-07	Construction Complete		

C. Concept Drawings	Jun-06	Concept for Reconstruction Design Complete	N/A	N/A
	Sep-06	NJSHPO Review		
D. Entire Building Renovation Design	TBD	Schematic Design Complete	TBD	TBD
	TBD	Design Development Complete		
	TBD	Parties meet to agree on construction timeline		
	TBD	Construction Documents Complete.		
	TBD	Renovation tasks pursuant to construction timeline to begin.		

**ARCADE**

<b>Task</b>	<b>Date</b>	<b>Subtask</b>	<b>Trades</b>	<b>Est. Cost</b>
-------------	-------------	----------------	---------------	------------------

E. Asbestos Removal	Feb-06	Design Complete	Hazardous Materials Abatement	\$50,000
	Apr-06	NJSHPO Review		
	Jun-06	Bid for Construction Awarded		
	Feb-07	Construction Complete		

F. New Roof for Arcade	Mar-06	Design Complete	Roofing; structural steel; metal decking; flashing; rough carpentry	\$200,000
	Apr-06	NJSHPO Review		
	Jun-06	Bid for Construction Awarded		
	Jun-07	Construction Complete		

G. Entire Building Renovation Design	Jan-07	Schematic	TBD	TBD
	Apr-07	Design Development		
	Jul-07	Parties meet to agree on construction timeline		
	Sep-07	Construction Documents Complete.		
	Oct-07	Renovation tasks pursuant to construction timeline to begin		

### CAROUSEL

Task	Date	Subtask	Trades	Est. Cost
H. Asbestos Removal	Mar-06	Design Complete	Hazardous Materials Abatement	\$50,000
	Apr-06	NJSHPO Review		
	Jun-06	Bid for Construction Awarded		
	Feb-07	Construction Complete		
I. New Roof for Carousel	Mar-06	Design Complete	Standing Seam Metal Roofing; structural steel; metal decking; flashing; rough carpentry	\$300,000
	Apr-06	NJSHPO Review		
	Dec-06	Bid for Construction Awarded		
	Jun-07	Construction Complete		

J Exterior Protection	Sep-07	Design Complete	Carpentry	\$17,500
	Nov-07	NJSHPO Review		
	Jan-08	Construction Bids Awarded		
	Mar-08	Construction Complete		

K. Entire Building Renovation Design	Jan-07	Schematic	TBD	TBD
	Apr-07	Design Development		
	Jul-07	Parties meet to agree on construction timeline		
	Sep-07	Construction Documents Complete.		
	Oct-07	Renovation tasks pursuant to construction timeline to begin		

SCHEDULE D**Power Plant****Projected Costs****\$212,500**

<b>Task</b>	<b>Date</b>	<b>Subtask</b>	<b>Trades</b>	<b>Est. Cost</b>
A. Environmental Remediation	Mar-06	Design Complete	Hazardous Materials Abatement	\$95,000
	Apr-06	NJSHPO Review		
	Jun-06	Bid for Construction Awarded		
	Oct-06	Construction Complete		
B. Removal of Roofing Containing Asbestos	Apr-06	Design Complete	Hazardous Materials Abatement	\$30,000
	May-06	NJSHPO Review		
	Jul-06	Bid for Construction Awarded		
	Feb-07	Construction Complete		
C. New Roof for Power Plant	Apr-06	Design Complete	Roofing; structural steel; metal decking; flashing; rough carpentry	\$87,500
	May-06	NJSHPO Review		
	Dec-06	Bid for Construction Awarded		
	Jun-07	Construction Complete		
D. Entire Building Renovation Design	Jan-07	Schematic	TBD	TBD
	Apr-07	Design Development		
	Jul-07	Parties meet to agree on construction timeline		
	Sep-07	Construction Documents Complete.		
	Oct-07	Renovation tasks pursuant to construction timeline to begin		



SCHEDULE E  
INFRASTRUCTURE

Property	Task	Completion Date	Task/Status
Infrastructure	Lake Ave	5/31/06	Striping to be complete. Infrastructure already complete
Infrastructure	Cookman Ave	5/26/06	Stabilized base installed.
Infrastructure	Kingsley St (Sunset Ave – Deal Lake Ave)	5/31/06	Stabilized base complete for all trench work
Infrastructure	Ocean Ave (complete)	12/15/06	Entire reconstruction including infrastructure with stabilized base. Conflicts with the utilities have caused delays. 3-4 month effort from start. Coordination with City required prior to commencement.
Infrastructure	Traffic Signals	6/16/06	Completed
Infrastructure	Surface Course, Final Stripping & Signage	4/15/07	Completed. Signage to be installed as required.

**SCHEDULE F****Joint Issues**

Item Number	Item
1.	Master Developer agrees to provide total of 272 benches on the Boardwalk. Sixty-five (65) have previously been installed. Sixty-seven (67) will be installed prior to 2006 summer season. Seventy (70) will be installed prior to 2007 summer season. Seventy (70) will be installed prior to 2008 summer season.
2.	Master Developer will work with City to assist in relocation of the Tillie Murals until a permanent home for such murals is found. The goal is to arrange for the safe transportation of the murals from their existing site and to house the murals upon a concrete slab in sheds that meet the 2005 recommendations of the conservator, Paul Himmelstein. Relocation shall be completed by August 1, 2006. The City and Master Developer will together approve the final location for the sheds. The sheds will be permitted to stay in the determined location until the final location of the murals is determined by City and Master Developer. All permits required to construct the foundation will be provided by the City at no cost. Any permits required to build the sheds will be provided by the City at no cost. Master Developer will not be responsible for the "safe keeping" of the murals other than insuring the sheds are built to the specifications outlined by the Himmelstein report.
3.	In addition to work provided under this Agreement, (i) Master Developer will keep Boardwalk Properties, including Pavilions, Convention Hall and Casino/Power Plant complex, and surrounding areas under control of Master Developer in safe and neat condition, including but not limited to the installation and maintenance of appropriate netting and fencing, weed control and removal of standing trash and debris, and (ii) City will keep the boardwalk, beach and surrounding areas under its control in safe and neat condition, including but not limited to the installation and maintenance of appropriate fencing, weed control and removal of standing trash and debris.
4.	Green Acres parcels (as defined in the Redevelopment Agreement) will be transferred back to City by July 1, 2006, provided that the City and Master Developer have executed a mutually agreed document codifying the approved uses for the property leased by the Master Developer from the City for the Green Acres parcels.
5.	On an ongoing basis, Master Developer and City will work to develop schedules and staffing levels to provide timely and appropriate review of building plans, permitting and inspections for all waterfront properties under control of Master Developer.
6.	City shall pass such resolutions or ordinances and otherwise take such action as may be necessary to permit Master Developer to the full benefit (subject to applicable law) of its exclusive right to vendor(s) permits on the boardwalk pursuant to section 3.3 of the Redeveloper Agreement.

7.	On an ongoing basis and in accordance with the provisions of the Redevelopment Agreement, Master Developer will respond in timely manner to City requests for funding of escrow accounts maintained by the City to cover allocable costs of City staff and professionals. All requests for payment submitted by the City shall be accompanied by detailed invoices of the goods and service provided.
8.	On an ongoing basis, Master Developer will submit annual reports to NJSHPO and the City relating to Convention Hall and Paramount Theater as required by Historic Preservation Easements.
9.	City and Master Developer will work to resolve existing dispute regarding taxation of Block 227 in accordance with Redevelopment Agreement by May 3, 2006, and will submit such dispute to arbitration as provided herein if unable to reach agreement by such date.
10.	Within three weeks of effective date of this Agreement, the City and Master Developer will work to resolve existing dispute regarding determination of sales price of Block 222 by selection of third appraiser who will appraise such property in accordance with the parameters set forth in the Redevelopment Agreement. Following such determination, City will authorize the subdivisions and approve street vacations associated with Block 222 in accordance with the Redevelopment Agreement. Master Developer will complete the creation of dunes and construction of a meandering boardwalk and fisherman's cleaning station in accordance with the provisions of the Redevelopment Agreement and the CAFRA Permit.

SCHEDULE G

03/22/2006 10:09

NO.003 003

**BUREAU OF FIRE PREVENTION**  
**Asbury Park Fire Department**  
800 Main Street  
Asbury Park, N.J. 07712-5987  
(732) 774-7400

Registration No.: 1303-30120-001-02  
Municipality: City of Asbury Park  
County: Monmouth County  
Inspector: Robert Abbott, Fire Ofc.  
Inspected: February 23, 2006  
Page: 1

To: ASBURY PARTNERS LLC  
1100 Ocean Avenue  
ASBURY PARK, NJ 07712

**NOTICE OF VIOLATIONS**  
**and**  
**ORDER TO CORRECT**

Premises: CONVENTION HALL (1300 OCEAN AVENUE)  
Address: 1300 Ocean Avenue , Asbury Park, NJ 07712  
Phone: 732-774 1143 Type of use: place of assembly  
Block-Lot:

OWNER  
NAME: ASBURY PARTNERS LLC  
Address: 1100 Ocean Avenue  
ASBURY PARK, NJ 07712  
Phone: 732-774-1143

AGENT  
ROBERT BRATTER  
1100 Ocean Avenue  
Asbury Park, NJ 07712  
732-774-1143

TENANT/OPERATOR  
ASBURY PARTNERS LLC  
1100 Ocean Avenue  
ASBURY PARK, NJ 07712  
732-774-1143

YOU ARE HEREBY NOTIFIED THAT an inspection by the Bureau of Fire Prevention disclosed violations of the Uniform Fire Code (N.J.A.C. 5:27-1 et. seq.) promulgated pursuant to the New Jersey Uniform Fire Safety Act (N.J.S.A. 52:27D-102 et. seq.). The violations are specified on the accompanying "Violations Report" page(s).

YOU ARE HEREBY ORDERED by the FIRE OFFICIAL to correct the violations listed on the accompanying "Violations Report" page(s) within the time, or by the date specified. If a reinspection discloses that violations have not been corrected, and an extension has NOT been requested and granted, you will be subject to penalties of up to \$5,000 per violation per day or as otherwise authorized by the Act and Department regulations.

IN ADDITION, the ACT imposes liability on the owner for the actual costs of fire suppression where a violation directly or indirectly results in fire.

If you do not understand this order, need assistance, or desire further information, please call the Bureau of Fire Prevention at (732) 774-7400

By: \_\_\_\_\_  
Fire Official

**APPEAL RIGHTS-EXTENSIONS**

See the attached page of information concerning your administrative appeal rights, authorized penalties and the procedure for requesting an extension of time in which to correct violations.

\_\_\_\_\_  
Signature of Owner or Representative

\_\_\_\_\_  
Printed Name of Owner or Representative

\_\_\_\_\_  
Date

03/22/2006 10:09

NO.003 004

**VIOLATIONS**

Premises: CONVENTION HALL, 1300 OCEAN AVENUE  
1300 Ocean Avenue

Aubury Park, NJ 07712  
Phone: 732-774-1143

Owner/Agent: ABBOTT FARNSWORTH LLC  
1300 Ocean Avenue  
AUBURY PARK, NJ 07712

Registration No. 1303-50120-001-02  
Inspection Date: February 13, 2006  
Initial Inspector:  
Print Name: Robert Abbott, Fire Ofcl  
Page Number: 2  
Block: 101

Date: 

--	--	--

Inspector: 

--	--	--

The violations cited on the above premises are as follows:

Number	Description (Maintenance: ? Retrofit: 0)	Abated by	P/A	O/A	D/A
1.	Location: SPACES UNDER SEATING, & FORMER OFFICE SPACE Nature: Storage shall be maintained neat and orderly Code Section: N.J.A.C. 5:70-3.1(a)1, F-613.2	06/02/2005			
2.	Location: Nature: Fire alarm annual test required Code Section: N.J.A.C. 5:70-3.1(a)5, F-613.2	06/02/2005			
3.	Location: THROUGHOUT Nature: Exit signs must be illuminated Code Section: N.J.A.C. 5:70-3.2(a)6, F-610.2	06/02/2005			
4.	Location: THROUGHOUT Nature: Emergency lighting inoperable Code Section: N.J.A.C. 5:70-3.2(a)6, F-610.1	06/02/2005			
5.	Location: ALL DOORS AND HARDWARE, THROUGHOUT HALL Nature: MEANS OF EGRESS Code Section: N.J.A.C. 5:70-3.1(a)6, F-605.1	06/02/2005			
6.	Location: RAMP LOAD IN DOORS NORTH SOUTH DOORS Nature: ALTERATIONS Code Section: N.J.A.C. 5:70-3.2(a)6, F-604.1	06/02/2005			
7.	Location: WALKWAY EXITS Nature: Means of egress must be safe and operable Code Section: N.J.A.C. 5:70-3.1(b)6, F-605.1	06/02/2005			

Key: The numbering of violations is for identification purposes only and shall not be construed as bearing in any way on the seriousness of any violation.  
"D" Unabated - Violation uncorrected.  
"A" Abated - Violation corrected.

03/22/2006 10:09

Premises: CONVENTION HALL (1300 OCEAN AVENUE)

 Registration No. 1503-10170-001-02  
 Inspection Date: February 28, 2006  
 Page Number: 3

NO. 003

005

### ADDITIONAL EXPLANATION

Violation #01: Storage shall be maintained neat and orderly

F-2102.3 In-area storage: Storage located in structures shall be orderly and not located within 2 feet (610 mm) of the dwelling, and shall not obstruct the means of egress from the structure.

Violation #02: Fire alarm manual test required

F-513.2 System test: Complete and satisfactory tests shall be performed on all devices in accordance with the following:

1. At 2-month intervals: All transmitters and circuit interfaces.
2. At 3-month intervals: Functional and operational testing of the voice/alarm signaling system and water-flow-actuated devices for sprinkler water-flow alarm tests. An actual water flow, through the utilization of a test connection, shall be the method employed for testing the reliability of the sprinkler alarm unit as a whole.
3. At 6-month intervals: Water valve supervisory switches, manual fire alarm boxes, combination night guard and fire alarm boxes, tank water-level devices, building and tank water-temperature supervisory devices, and other sprinkler system supervisory devices.
4. At 12-month intervals: Remote annunciators, audible and visible alarm-notification appliances, two-way telephones for the fire service, primary and secondary power supplies and all control panel functions.
5. Inspection and tests of automatic fire detection devices shall be in accordance with Section F-516.0.

Violation #03: Exit signs must be illuminated

- F-610.2 Exit signs: All means of egress shall be indicated with approved "Exit" signs where required by the construction code in effect at the time of first occupancy. All "Exit" signs shall be maintained visible, and all illuminated exit signs shall be illuminated at all times that the structure is occupied. Supplemental internally illuminated directional signs, when necessary, shall be installed in accordance with the technical requirements of the Uniform Construction Code indicating the direction and way to egress.

Violation #04: Emergency lighting inoperable

- F-610.1 Egress illumination: Stairways, hallways and other means of egress, including exterior open spaces to or through which an exit leads, shall be kept adequately lighted at all times that the building served thereby is occupied.

03/22/2006 10:09

NO. 003 006

Premises: CONVENTION HALL (1300 OCEAN AVENUE)

Registration No. 1303-50120-001-02  
Inspection Date: February 23, 2006  
Page number: 4

## Violation #05: MEANS OF EGRESS

F-603.1 General: The means of egress from each part of the structure, including exits, stairways, egress doors and any panic hardware installed thereon, aisles, corridors, passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and available for immediate utilization and free of all obstructions. Security devices affecting means of egress shall be subject to approval.

## Violation #06: ALTERATIONS

F-604.1 Minimum requirements: A structure shall not be occupied or used in any manner that will reduce the number of means of egress or the capacity of the means of egress below that which was required for the structure according to the construction code in effect at the time of first occupancy.

Violation #07: Means of egress must be safe and operable  
See explanation for violation #5.



03/22/2006 10:09

NO.003 007

Permits: CONVENTION HALL (1300 OCEAN AVENUE)

Registration No. CR02  
Inspection Date: February 13, 2006  
Page Number: 5

### ADMINISTRATIVE APPEAL RIGHTS

#### GENERAL

YOU MAY CONTEST THESE ORDERS BY FILING AN APPEAL. The request for an appeal must be made in writing within 15 days after the receipt of this order and addressed to:

Monmouth County Construction Board of Appeals  
Hall of Records  
P.O. Box 1255  
Freehold, N.J. 07728-1255

Copy to: BUREAU OF FIRE PREVENTION  
Hobury Park Fire Department  
800 Main Street  
Hobury Park, N.J. 07712-5907  
(732) 774-7400

The notification of Appeal must include the Appellant's Registration number, the address of the premises involved, the code section or other authority referenced, the violation cited, the argument with regard to each and specific code section or other authority the Appellant will rely on in support of his position.

You are advised that the appeal to the Construction Board of Appeals must be accompanied by the fee of \$ 100.00, payable to the Monmouth County Construction Board of Appeals.

Appeals will not be deemed as received until payment of fee is made.

#### EXTENSIONS

If a specified time has been given to abate a violation, you may REQUEST AN EXTENSION OF TIME by submitting a written request to the BUREAU OF FIRE PREVENTION. To be considered, the request must be made before the compliance date specified and must set forth the work accomplished, the work remaining, the reasons why an extension of time is necessary, and the date by which all work will be completed.

TAKE NOTICE THAT, pursuant to N.J.A.C. 5:27D-2.10(d), an application for an extension constitutes an admission that the violation notice is factually and procedurally correct and that the violations do or did exist. In addition, the request for an extension constitutes a waiver of the right to a hearing as to those violations for which an extension is applied.

#### PENALTIES

Violation of the Code is punishable by monetary penalties of not more than \$5,000 per day for each violation. Each day a violation continues is an additional, separate violation except while an appeal is pending. Specific penalties are as follows:

- a. Failure to install required protection equipment after having been given written notice of the requirement to do so: A maximum of \$ 2,000 per violation per day.
- b. Failure to abate any violation after having been given notice of the violation: A maximum of \$ 5,000 per violation per day.
- c. Storage of any material in violation of this Code at the conduct of any process in violation of the Code: A maximum of \$ 3,000 per violation per day.
- d. Blocking, locking, or obstructing required exits:
  - i. In a place of public assembly: A maximum of \$ 5,000 per occurrence.
  - ii. In any other place: A maximum of \$ 2,500 per occurrence.
- e. Disabling or vandalizing any fire suppression or alarm device or system:
  - i. In a place of public assembly: A maximum of \$ 5,000 per occurrence.
  - ii. In any other place: A maximum of \$ 3,000 per occurrence.
- f. Failure to obey a notice of Imminent Hazard and Order to Vacate: A maximum of \$ 5,000 per day for each day that the failure continues.
- g. Failure to obey an Order to Close for a fixed period of time: A maximum of \$ 5,000 per day that the failure continues.
- h. Obstructing the entry into a premises or interfering with the duty of an authorized inspector: A maximum of \$ 3,000 for each occurrence.
- i. Any willfully false application for a Permit or Registration: A maximum of \$ 1,000.00 for each occurrence.
- j. Any other act or omission prohibited by the Act or the Regulations: A maximum of \$ 3,000 per violation per day.

Claims arising out of penalty assessments can be compromised or settled if it shall be likely to result in compliance. Moreover, no such disposition can be finalized while the violation continues to exist.

Any penalties assessed are in addition to others previously assessed. Penalties must be paid in full within 30 days after an order to pay. If full payment is not made within 30 days, the matter will be referred to the City Attorney for summary collection pursuant to the Penalty Enforcement Law (N.J.S.A. 2A:10-10 et. seq.).

NOTICE: If you require guidance or advice concerning your legal rights, obligations or the course of action you should follow, consult your own advisor.

03/22/2006 10:09

NO. 003 008

**BUREAU OF FIRE PREVENTION**  
**Asbury Park Fire Department**  
800 Main Street  
Asbury Park, N.J. 07712-5987  
(732) 774-7400

Registration No.: 1303-30120-003-01  
Municipality: City of Asbury Park  
County: Monmouth County  
Inspector: Robert Abbott, Fire Ofc I  
Inspected: May 3, 2006  
Page: 1

To: ASBURY PARTNERS LLC  
1100 OCEAN AVENUE  
ASBURY PARK, NJ 07712

**NOTICE OF VIOLATIONS**  
**and**  
**ORDER TO CORRECT**

Premises: CONVENTION HALL BOARDWALK ARCADE (1301 OCEAN AVE)  
Address: 1301 Ocean Avenue , Asbury Park, NJ 07712  
Phone: Type of use:  
Block-Lot:

OWNER  
Name: ASBURY PARTNERS LLC  
Address: 1100 OCEAN AVENUE  
ASBURY PARK, NJ 07712  
Phone: 732-774-1143

AGENT

TENANT/OPERATOR  
ASBURY PARTNERS LLC  
1100 OCEAN AVENUE  
ASBURY PARK, NJ 07712  
732-774-1143

YOU ARE HEREBY NOTIFIED THAT an inspection by the Bureau of Fire Prevention disclosed violations of the Uniform Fire Code (N.J.A.C. 5:70-1 et. seq.) promulgated pursuant to the New Jersey Uniform Fire Safety Act (N.J.S.A. 52:27D-193 et. seq.). The violations are specified on the accompanying "Violations Report" page(s).

YOU ARE HEREBY ORDERED by the FIRE OFFICIAL to correct the violations listed on the accompanying "Violations Report" page(s) within the time, or by the date specified. If a re-inspection discloses that violations have not been corrected, and an extension has NOT been requested and granted, you will be subject to penalties of up to \$5,000 per violation per day or as otherwise authorized by the Act and Department Regulations.

IN ADDITION, the ACT imposes liability on the owner for the actual costs of fire suppression where a violation directly or indirectly results in fire.

If you do not understand this order, need assistance, or desire further information, please call the Bureau of Fire Prevention at (732) 774-7400

By: \_\_\_\_\_  
Fire Official

**APPEAL RIGHTS-EXTENSIONS**

See the attached page of information concerning your administrative appeal rights, authorized penalties and the procedure for requesting an extension of time in which to correct violations.

\_\_\_\_\_  
Signature of Owner or Representative

\_\_\_\_\_  
Printed Name of Owner or Representative

\_\_\_\_\_  
Date

03/22/2006 10:09

NO.003 009

**VIOLATIONS**

Premises: CONVENTION HALL BOARDWALK ARCADE (1301 OCEAN AVE)  
1301 Ocean Avenue

Aasbury Park, NJ 07712  
Phone: 732-714-1143

Registration No: 1303-50170-003-03  
Inspection Date: May 3, 2005  
Initial Inspector:  
Print Name: Robert Abbott, Fire Ofc I  
Page Number: 2  
Inspection Type: Periodic Inspection  
Block-Lot:

Owner/Agent: ABBOTT PARTNERS LLC  
1100 OCEAN AVENUE  
ASBURY PARK, NJ 07712

Date:

Inspector:


The violations cited on the above premises are as follows:

Number	Description (Maintenance & Reference: C)	Abated by	U/A	O/A	U/A
1.	Location: Exit signs must be illuminated Nature: Exit signs must be illuminated Code Section: N.J.A.C. 5:70-3.2(a)6, F-610.2	06/03/2005			
2.	Location: Emergency lighting inoperable Nature: Emergency lighting inoperable Code Section: N.J.A.C. 5:70-3.2(a)6, F-610.1	06/03/2005			
3.	Location: NORTH AND SOUTH DOORS Nature: Means of egress must be safe and operable Code Section: N.J.A.C. 5:70-3.4(a)8, F-608.1	06/03/2005			
4.	Location: NORTH AND SOUTH DOORS Nature: ALTERATIONS Code Section: N.J.A.C. 5:70-3.2(a)6, F-608.1	06/03/2005			
5.	Location: NORTH AND SOUTH DOORS Nature: LOCKS, CHAINS, & BOLTS Code Section: N.J.A.C. 5:70-3.1(a)6, F-608.1	06/03/2005			
6.	Location: NORTH AND SOUTH DOORS Nature: LOCKS, CHAINS, & BOLTS Code Section: N.J.A.C. 5:70-3.2(a)6, F-608.1	06/03/2005			

Key: The numbering of violations is for identification purposes only and shall not be construed as bearing in any way on the seriousness of any violation.  
"U" Unabated - Violation uncorrected.  
"A" Abated - Violation corrected.

03/22/2006 10:09

NO.003 010

Project: CONVENTION HALL BOARDWALK ARCADE (1301 OCEAN AVE)

Registration No. 1305-50120-003-01  
Inspection Date: May 3, 2005  
Page number: 3**ADDITIONAL EXPLANATION**

Violation #01: Exit signs must be illuminated

- \* F-602.2 Exit signs: All means of egress shall be indicated with approved "Exit" signs where required by the construction code in effect at the time of first occupancy. All "Exit" signs shall be maintained visible, and all illuminated exit signs shall be illuminated at all times when the structure is occupied. Supplemental internally illuminated directional signs, when necessary, shall be installed in accordance with the technical requirements of the Uniform Construction Code indicating the direction and way of egress.

Violation #02: Emergency lighting inoperable

- \* F-610.1 Egress illumination: Stairways, hallways and other means of egress, including exterior open spaces to or through which an exit leads, shall be kept adequately lighted at all times that the building served thereby is occupied.

Violation #03: Means of egress must be safe and operable

- \* F-605.1 General: The means of egress from each part of the structure, including exits, stairways, egress doors and any panic hardware installed thereon, aisles, corridors, passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and available for immediate utilization and free of all obstructions. Security devices affecting means of egress shall be subject to approval.

Violation #04: ALTERNATIONS

- \* F-604.1 Minimum requirements: A structure shall not be occupied or used in any manner that will reduce the number of means of egress or the capacity of the means of egress below that which was required for the structure according to the construction code in effect at the time of first occupancy.

Violation #05: LOCKS, CHAINS, &amp; BOLTS

- \* F-606.1 Operable: All means of egress doors shall be readily operable from the side from which egress is to be made without a key, special knowledge or effort, except as provided in Section F-606.3.

Violation #06: LOCKS, CHAINS, &amp; BOLTS

- \* F-606.3 Locks permitted: Locks or fasteners shall not be installed on egress doors, except in accordance with the following conditions:
  1. In mental, penal or other institutions where the security of inmates is necessary, in which case properly trained supervisory personnel shall be continuously on duty and approved provisions shall be made to remove occupants safely in case of a fire or other emergency.

03/22/2006 10:08

NO. 003 011

PROJECT: CONVENTION HALL BOARDWALK ARCADE (1301 OCEAN AVE)

Registration No. 1301-50120-003-01  
Inspection Date: May 3, 2006  
Page number: 4

- 2. In problem security areas, special-purpose door alarms or locking devices shall be approved prior to installation. Manually operated edge or surface-molded flush bolts shall be prohibited.
- 3. Where the door hardware is in compliance with the Uniform Construction Code.

03/22/2006 10:09

NO.003 012

Regulatee: CONVENTION HALL BOARDWALK ARCADE (1301 OCEAN AVE)

Registration No. C11  
 Inspection Date: May 3, 2005  
 Page Number: 5

**ADMINISTRATIVE APPEAL RIGHTS**

**GENERAL**

YOU MAY CONTEST THESE ORDERS BY FILING AN APPEAL. The request for an appeal must be made in writing within 15 days after receipt of this order and addressed to:

Monmouth County Construction Board of Appeals  
 Hall of Records  
 P.O. Box 1255  
 Freehold, N.J. 07728-1255

Copy to: BUREAU OF FIRE PREVENTION  
 Asbury Park Fire Department  
 800 MAIN STREET  
 Asbury Park, N.J. 07712-5987  
 (732) 774-7400

The notification of Appeal must include the Appellant's Registration number, the address of the premises involved, the reference numbers of the violation cited, the argument with regard to each and specific code section or other authority the Appellant will rely on in support of his position.

You are advised that the appeal to the Construction Board of Appeals must be accompanied by the fee of \$ 100.00; payable to the Monmouth County Construction Board of Appeals.

Appeals will not be deemed as received until payment of fee is made.

**EXTENSIONS**

IF a specified time has been given to abate a violation YOU MAY REQUEST AN EXTENSION OF TIME by submitting a written request to the BUREAU OF FIRE PREVENTION. To be considered, the request must be made before the compliance date specified and must set forth the work accomplished, the work remaining, the reason why an extension of time is necessary, and the date by which all work will be completed.

TAKE NOTICE THAT, pursuant to N.J.A.C. 5:27-2.10(b), an application for an extension constitutes an admission that the violation notice is factually and procedurally correct and that the violations do or do exist. In addition, the request for an extension constitutes a waiver of the right to a hearing as to those violations for which an extension is applied.

**PENALTIES**

Violation of the Code is punishable by monetary penalties of not more than \$5,000 per day for each violation. Each day a violation continues is an additional, separate violation except while an appeal is pending. Specific penalties are as follows:

- a. Failure to install required protection equipment after having been given written notice of the requirement to do so: A maximum of \$ 2,500 per violation per day.
- b. Failure to abate any violation after having been given notice of the violation: A maximum of \$ 5,000 per violation per day.
- c. Storage of any material in violation of this Code or the conduct of any process in violation of the Code: A maximum of \$ 4,000 per violation per day.
- d. Blocking, locking, or obstructing required exits:
  - i. In a place of public assembly: A maximum of \$ 5,000 per occurrence.
  - ii. In any other place: A maximum of \$ 2,500 per occurrence.
- e. Disabling or vandalizing any fire suppression or alarm device or system:
  - i. In a place of public assembly: A maximum of \$ 5,000 per occurrence.
  - ii. In any other place: A maximum of \$ 1,000 per occurrence.
- f. Failure to obey a Notice of Imminent Hazard and Order to Vacate: A maximum of \$ 5,000 per day for each day that the failure continues.
- g. Failure to obey an order to Close for a fixed period of time: A maximum of \$ 5,000 per day that the failure continues.
- h. Obstructing the entry into a premises or interfering with the duty of an authorized inspector: A maximum of \$ 1,500 for each occurrence.
- i. Any willfully false application for a Permit or Registration: A maximum of \$ 1,000.00 for each occurrence.
- j. Any other act or omission prohibited by the Act or the Regulations: A maximum of \$ 5,000 per violation per day.

Claims arising out of penalty assessments can be compromised or settled if it shall be likely to result in compliance. However, no such disposition can be finalized while the violation continues to exist.

Any penalties assessed are in addition to others previously assessed. Penalties must be paid in full within 30 days after an order to pay. If full payment is not made within 30 days, the matter will be referred to the City Attorney for summary collection pursuant to the Penalty Enforcement Law (N.J.S.A. 2A:28-10 et. seq.).

NOTICE: If you require guidance or advice concerning your legal rights, obligations or the course of action you should follow, consult your own attorney.

03/22/2006 10:09

NO.003 013

**BUREAU OF FIRE PREVENTION  
Asbury Park Fire Department  
800 Main Street  
Asbury Park, N.J. 07712-5987  
(732) 774-7400**

Registration No.: 1303-50120-001-01  
Municipality: City of Asbury Park  
County: Monmouth County  
Inspector: Robert Abbott, Fire Off  
Inspected: February 23, 2004  
Page: 1

To: ASBURY PARTNERS LLC  
1100 OCEAN AVENUE  
ASBURY PARK, NJ 07712

**NOTICE OF VIOLATIONS  
and  
ORDER TO CORRECT**

Premises: PARAMOUNT THEATER (1300 OCEAN AVENUE)  
Address: 1300 Ocean Avenue, Asbury Park, NJ 07712  
Phone: 732-774-1143  
Type of use: Ce01 place of assembly  
Block-Lot:

OWNER  
Name: ASBURY PARTNERS LLC  
Address: 1100 OCEAN AVENUE  
ASBURY PARK, NJ 07712  
Phone: 732-774-1143

AGENT  
Name: Robert Dentler  
Address: 1100 Ocean Avenue  
Asbury Park, NJ 07712  
732-774-1143

TENANT/OPERATOR  
Name: ASBURY PARTNERS LLC  
Address: 1100 OCEAN AVENUE  
ASBURY PARK, NJ 07712  
732-774-1143

YOU ARE HEREBY NOTIFIED THAT an inspection by the Bureau of Fire Prevention disclosed violations of the Uniform Fire Code (N.J.A.C. 5:27-1 et. seq.) promulgated pursuant to the New Jersey Uniform Fire Safety Act (N.J.S.A. 52:270-1 et. seq.). The violations are specified on the accompanying "Violations Report" page(s).

YOU ARE HEREBY ORDERED by the FIRE OFFICIAL to correct the violations listed on the accompanying "Violations Report" page(s) within the time, or by the date specified. If a reinspection discloses that violations have not been corrected, and an extension has NOT been requested and granted, you will be subject to penalties of up to \$5,000 per violation per day or as otherwise authorized by the Act and Department Regulations.

IN ADDITION, the Act imposes liability on the owner for the actual costs of fire suppression where a violation directly or indirectly results in fire.

If you do not understand this order, need assistance, or desire further information, please call the Bureau of Fire Prevention at (732) 774-7400

By: \_\_\_\_\_  
Fire Official

**APPEAL RIGHTS-EXTENSIONS**

See the attached page of information concerning your administrative appeal rights, authorized penalties and the procedure for requesting an extension of time in which to correct violations.

\_\_\_\_\_  
Signature of Owner or Representative

\_\_\_\_\_  
Printed Name of Owner or Representative

\_\_\_\_\_  
Date

03/22/2006 10:09

NO.003 014

**VIOLATIONS**

**Premises:** PARAMOUNT THEATER (1300 OCEAN AVENUE)  
 1300 Ocean Avenue  
 Asbury Park, NJ 07712  
 Phone: 732-774-1143

Registration No. 1303-SQ130-001-01  
 Inspection Date: February 23, 2006  
 Initial Inspector:  
 Print Name: Robert Abbott, Fire Ofc  
 Page Number: 2  
 Inspection Type: Complaint  
 Block: 1401

**Owner/Agent:** ASBURY PARTNERS LLC  
 1100 OCEAN AVENUE  
 ASBURY PARK, NJ 07712

Date:			
Inspector:			

The violations cited on the above premises are as follows:

Number	Description (Maintenance: 1 Retrofit: 0)	Abate by	O/A	O/A	O/A
1.	Location: Throughway Nature: Means of egress Exit hardware in disrepair Code Section: N.J.A.C. 5:27-3.1(a)6.F-605.1	03/22/2006			

**Key:** The numbering of violations is for identification purposes only and shall not be construed as bearing in any way on the seriousness of any violation.  
 "O" Unabated - Violation uncorrected.  
 "A" Abated - Violation corrected.



03/22/2006 10:09

NO. 003

015

FROM: PARAMOUNT THEATER (1300 OCEAN AVENUE)

Registration No. 1303-50178-001-01  
Inspection Date: February 22, 2006  
Page number: 3

**ADDITIONAL EXPLANATION**

violation 101: Means of egress Exit hardware in disrepair

1-406.1 General: The means of egress from each part of the structure, including exits, stairways, egress doors and any panic hardware installed thereon, aisles, corridors, passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and available for immediate utilization and free of all obstructions. Security devices affecting means of egress shall be subject to approval.