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Attorneys for Plaintiff

TOWNSHIP OF ROCHELLE PARK, a body
corporate and politic of the State of New
Jersey,

Plaintiff,

v.

TFJ 120 PASSAIC URBAN RENEWAL I,
LLC; TFJ 120 PASSAIC LLC; 120 PASSAIC
STREET REDEVELOPER LLC; TFJ 120
PASSAIC APARTMENTS URBAN
RENEWAL LLC TULFRA REAL ESTATE
II, LLC; JOHN AND JANE DOES 1-10;
XYZ CORPS. 1-10 (FICTITIOUS NAMES
REPRESENTING UNKNOWN
INDIVIDUALS, CORPORATIONS,
PARTNERSHIPS AND/OR LIMITED
LIABILITY COMPANIES OR OTHER
TYPES OF LEGAL ENTITIES
AFFILIATED WITH THE NAMED
DEFENDANTS),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO.:

Civil Action

COMPLAINT & JURY DEMAND

Plaintiff, Township of Rochelle Park (the “Township”), with offices located at 151 West Passaic Street, in the Township of Rochelle Park, County of Bergen and State of New Jersey, by way of complaint against the Defendants TFJ 120 Passaic Urban Renewal I, LLC; TFJ 120 Passaic LLC, 120 Passaic Street Redeveloper LLC, TFJ 120 Passaic Apartments Urban Renewal LLC, and Tulfra Real Estate II, LLC, says that:

FACTS COMMON TO ALL COUNTS

1. Plaintiff, Township of Rochelle Park, is a municipal corporation of the State of New Jersey, with offices located at 151 West Passaic Street, in the Township of Rochelle Park, County of Bergen and State of New Jersey.
2. Defendant TFJ 120 Passaic Urban Renewal I, LLC is a limited liability company, with offices located at 87 West Passaic Street, Rochelle Park, New Jersey 07662.
3. Defendant TFJ 120 Passaic LLC is a limited liability company, with offices located at 87 West Passaic Street, Rochelle Park, New Jersey 07662.
4. Defendant 120 Passaic Street Redeveloper LLC is a limited liability company, with offices located at 87 West Passaic Street, Rochelle Park, New Jersey 07662.
5. Defendant TFJ 120 Passaic Apartments Urban Renewal LLC is a limited liability company, with offices located at 87 West Passaic Street, Rochelle Park, New Jersey 07662.
6. Defendant Tulfra Real Estate II, LLC is a Limited Liability Company, whose members are Sanjeev (Sonny) Jumani, S. Lloyd Tulp and Salvatore V. Frassetto, with offices located at 87 West Passaic Street, Rochelle Park, New Jersey 07662.
7. John and Jane Does 1-10 and XYZ Corp. 1-10 are fictitious names for unknown individuals, and/or owners, officers, directors, members, founders, managers, agents, servants, representatives, employees, corporations, partnerships and/or limited liability companies or other types of legal entities who are affiliated with the named Defendants. As these defendants are identified, Plaintiff shall amend the Complaint to include them if required.
8. On June 15, 2016, the Rochelle Park Township Committee (the "Township Committee")

directed the Planning Board of the Township (the "Planning Board") to conduct a preliminary investigation into whether or not the property identified as Block 92, Lot 1 and 2, and Block 93, Lot 1 on the Tax Map of the Township, also known as 120 West Passaic Street, Rochelle Park, New Jersey (the "Property") qualified as an area in need of redevelopment as defined in the Redevelopment Law.

9. The Planning Board held a public bearing on August 25, 2016, and adopted a resolution on September 22, 2016, recommending that the Township Committee designate the Property as a condemnation area in need of redevelopment.
10. On November 6, 2016, the Township Committee adopted Resolution No. 2016-199 designating the Property as a condemnation area in need of redevelopment (the "Redevelopment Area").
11. The Plaintiff, Township of Rochelle Park and Defendant, Tulfra Realty II, LLC, entered into a Settlement Agreement dated July 30, 2018, a copy of which is attached hereto as Exhibit A (hereinafter referred to as the "Settlement Agreement")
12. In furtherance of said Settlement Agreement, on September 26, 2018, the Plaintiff, Township of Rochelle Park, pursuant to Ordinance No. 1132-18, adopted the 120 West Passaic Street Redevelopment Plan (hereinafter referred to as the "Redevelopment Plan"), a copy of which is attached hereto as Exhibit B.
13. In order to implement the Redevelopment Plan, the Plaintiff, Township of Rochelle Park and the Defendants, TFJ 120 Passaic Apartments Urban Renewal LLC, formerly 120 Passaic Developers, LLC entered into a Redevelopment Agreement dated November 27, 2019, as amended by the First Amendment to the Redevelopment Agreement dated March 10, 2021, copies of which are attached hereto respectively as Exhibit C-1 and C-2

(hereinafter referred to collective as the "Redevelopment Agreement).

14. The Plaintiff, Township of Rochelle Park and the Defendants, TFJ 120 Passaic LLC and TFJ 120 Passaic Urban Renewal LLC, and the Planning Board entered into Developer's Agreements dated August 28, 2019 and September 1, 2022, copies of which are attached hereto respectively as Exhibit D-1 and Exhibit D-2 (hereinafter collectively referred to as the "Developer's Agreement).
15. The Plaintiff, Township of Rochelle Park, and the Defendant, 120 Passaic Redeveloper LLC, entered a Declaration of Covenants and Restrictions on or about November 27, 2019, copy of which is attached hereto as Exhibit E (hereinafter referred to as the "Declaration").
16. The Plaintiff, Township of Rochelle Park, and the Defendant, 120 Passaic Urban Renewal I, LLC entered into a Financial Agreement dated April 30, 2020, a copy of which is attached hereto as Exhibit F (hereinafter referred to as the "Financial Agreement").
17. The Plaintiff, Township of Rochelle Park, and the Defendant, 120 Passaic Urban Renewal I, LLC, entered into a Beautification Agreement dated May 21, 2020, a copy of which is attached hereto as Exhibit G.
18. The Redevelopment Plan provided for the division of the Redevelopment Area, consisting of approximately 7.5 acres, into four separate parcels and for the redevelopment thereof into four land use districts:
 - a. A residential district providing for the construction of up to 160 multi-family residential units with a 15% set aside (24 units) for affordable family rental housing;
 - b. A commercial district providing retail sales and services, and restaurants (not including liquor licenses), including a maximum of one (1) drive-through restaurant with a single drive-through lane;

- c. A self-storage district providing a self-storage facility with no outdoor storage of any kind; and
- d. An open space district providing open space and recreational facilities.

FIRST COUNT
(Breach of Redevelopment Agreement)

19. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in Paragraph 1 through 18 of the Complaint as if the same were set forth here in full.
20. The Redevelopment Agreement contained certain specific terms and conditions governing the redevelopment of the Property, specifically Article X, Section 10.03 of the Redevelopment Agreement provides:

“SECTION 10.03. Redeveloper Covenants. In addition to, but not limited by, any and all other covenants and agreements of the Redeveloper contained in this Redevelopment Agreement, the Redeveloper hereby covenants and agrees pursuant to N.J.S.A. 40A:12A-9, subject to an Uncontrollable Circumstance, to the following for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby (collectively, "Redeveloper Covenants"):

- (a) Redeveloper shall construct only the uses established in the current Redevelopment Plan.”

21. Similarly, the Declaration of Covenants and Restrictions (Declaration) entered into between the Plaintiff, Township of Rochelle Park, and the Defendant, 120 Passaic Redeveloper LLC, provided that:

“Section 1. Redevelopers Covenants. The Redeveloper covenants as follows:

(a) Redeveloper shall construct only the uses established in the current Redevelopment Plan....”

22. Defendants have breached the above provisions in that Defendants have failed to "use" the constructed project for purposes established in the Redevelopment Plan.

23. Specifically, Defendants have been using the first floor of the parking garage of the residential building for the purpose of the commercial storing of new cars, which is not a permitted use.

24. Additionally, Defendants have applied for and are now pursuing litigation against the Rochelle Park Zoning Board to permit a day care use that was never contemplated or agreed to by the parties in the Redevelopment Agreement or Redevelopment Plan.

25. The Redevelopment Agreement also provides at Article VI, entitled “Construction of Project” that the “Redeveloper shall construct (or cause to be constructed by a Permitted Transferee s hereinafter provided) the Project in accordance with the Redevelopment Project Schedule in Exhibit “C”, which Exhibit required Phase 1 (Storage Facility) to be completed “no later” than December 2021, Phase 2 (Commercial Component) to be completed “no later” than December 2022 and Phase 3 (Residential Component) to be completed “no later” than December 2024.

26. Defendants did not complete any of the required phases in the time periods required and have, to date, not completed the Commercial Component.

27. The Redevelopment Agreement provides in Section 17.02 that any one or more of the following shall constitute an Event of Default under the Agreement (with none of the following to be construed as a limitation on any other:

“(a) Redeveloper shall be deemed in default under this Agreement upon the

occurrence of any of the following events (individually and collectively, in the case of Redeveloper, a “Redeveloper Default”)

...

(iv) Failure to Observe Obligations. Failure of Redeveloper to pay, perform or observe any other obligation of Redeveloper under this Agreement, including failure to make the payments or contributions to the Township as called for in this Agreement, except as otherwise provided in this Agreement.

...

(c) Failure of the Redeveloper or the Township to observe and perform any covenant, condition or agreement under this Redevelopment Agreement, and continuance of such failure for a period of forty-five (45) days, after receipt by the defaulting Party of Notice from the non-defaulting Party specifying the nature of such failure and requesting that such failure be remedied, provided however, if the failure is one which cannot be remedied within the forty-five (45) days after such Notice has been given, it shall not be an Event of Default as long as the defaulting Party is proceeding diligently to remedy the same as soon as practicable, but in no event later than one hundred twenty (120) days after such Notice.”

28. A Notice of Breach and demand to correct same was previously provided to the Defendants by letter dated January 6, 2025, a copy of which is attached hereto as Exhibit H (hereinafter referred to as “Notice of Breach”).

29. Section 17.05 of the Redevelopment Agreement provides the following remedies in the

event of a default by the Redeveloper:

“SECTION 17.05. Remedies Upon Events of Default by the Redeveloper. If a Redeveloper Event of Default occurs, then the Township may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Redevelopment Agreement, including the seeking of damages (excluding reasonable attorneys' fees and costs, consequential and punitive damages) and including specific performance pursuant to Section 17 .05. Further, but subject to any cure provisions afforded the Redeveloper or a Holder hereunder and the provisions of Article XV, the Township shall have the right, in its sole and absolute discretion, upon sixty (60) days' Notice to the Redeveloper and any Holder, to terminate this Redevelopment Agreement and the Redeveloper's designation as the redeveloper of the Redevelopment Project.”

30. Similar, the Declaration provides that:

“Section 3. Enforcement of Covenants by Township.

...The Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled...”

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

A. An Order directing Defendants to remove any and all motor vehicles stored on the first

floor of the parking garage of the residential building and prohibiting the parking of any motor vehicles other than those owned or operated by the residents and their guests of the residential building.

- B. An Order prohibiting the use of the commercial portion of the Property for Day Care Use or any use not otherwise expressly permitted within the commercial portion of the Property pursuant to the Redevelopment Plan, Redevelopment Agreement and Declaration.
- C. Enjoining Defendants from entering into any contract or agreement for the use of the residential building for the storage of motor vehicles other than those owned or operated by the residents and their guests of the residential building.
- D. Enjoining Defendants from entering into any contract or agreement for the use of the commercial portion of the Property for any Day Care use or any other use not otherwise expressly permitted within the commercial portion of the Property pursuant to the Redevelopment Plan, Redevelopment Agreement and Declaration.
- E. Specific performance of Defendants' obligation to construct the Commercial portion of the Property in accordance with the Redevelopment Plan, Redevelopment Agreement and Declaration.
- F. Disgorgement of all monies received from contracts to use the residential building parking lot for the storage of motor vehicles other than those owned or operated by residents and their guests of the residential building.
- G. Removal of all fill material improperly stored at the residential buildings or commercial portion of the property.
- H. Damages for breach of the Redevelopment Agreement and Declaration, including lost tax revenues.

- I. Interest thereon.
- J. Costs of suit, reasonable attorneys' fees, and such other relief as relief as the Court deems just and equitable.

SECOND COUNT

(Breach of Redevelopment Agreement-Failure to Properly Fund Escrow Accounts)

- 31. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in the FIRST COUNT of the Complaint as if the same were set forth here in full.
- 32. Under the Redevelopment Agreement, the Redeveloper agrees to bear and pay for all costs associated with the development, financing and for the Redevelopment Project and Eminent Domain procedures and Property Acquisition and all Project Costs.
- 33. Specifically, Section 4.03 of the Redevelopment Agreement provides that:
 - “SECTION 4.03. Township Costs. The Redeveloper agrees to fund and to pay the Township for all reasonable out-of-pocket costs incurred by the Township pursuant to this Agreement (the "Township Costs"). The Township Costs shall include reasonable fees and costs of any professionals retained by the Township, including attorneys, auditors, engineers, technical consultants, planners, and financial consultants, among others, but specifically excluding compensation to the Township for work performed internally by Township employees.”
- 34. In addition, under the Redevelopment Agreement the Redeveloper is required to maintain an escrow from which to pay the Township's costs.
- 35. Specifically, Section 4.04 of the Redevelopment Agreement provides that:
 - “SECTION 4.04. Payment of Township Costs. The Redeveloper agrees that it will make timely payment or reimbursement to the Township of the Township Costs.

The Redeveloper shall fund the Escrow Account, having an initial balance of Thirty Thousand Dollars (\$30,000.00). The Redeveloper agrees that, within ten (10) days after receipt of Notice from the Township that the balance in the Escrow Account has dropped below Seven Thousand Five Hundred Dollars (\$7,500.00), the Redeveloper shall replenish the Escrow Account as to bring the balance back to Thirty Thousand Dollars (\$30,000.00). Funds in the Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement and the procedures set forth in the Funding Agreement between TFJ 120 Passaic LLC and the Township dated January 2019, attached hereto as Exhibit A, which shall control the collection of escrow and payment of all "Reimbursable Activities "as defined in the Funding Agreement. Upon the earlier to occur of the issuance of the final Certificate of Occupancy for the Redevelopment Project or termination of this Redevelopment Agreement by the Redeveloper, any money remaining in the Escrow Account shall be disbursed to the Redeveloper, except that the Township may retain any amount sufficient to cover reasonably incurred but not yet paid Township Costs."

36. Defendants have failed to pay the Plaintiff's Township of Rochelle Park's, costs or maintain the escrow. Specifically, as of July 29, 2025, there was a negative balance in excess of \$120,00.00.

37. Demand for payment has been made yet Defendants have failed to pay.

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

A. An Order requiring Defendants to pay all outstanding balances payable for costs incurred

- by the Plaintiff, Township of Rochelle Park, pursuant to the Redevelopment Agreement.
- B. An Order requiring Defendants to restore the minimum balance in all the escrow accounts which are required to be maintained pursuant to the Redevelopment Agreement.
 - C. Authorizing the Plaintiff, Township of Rochelle Park to file a Tax Lien against the Property for all outstanding costs incurred by the Plaintiff, Township of Rochelle Park, pursuant to the Redevelopment Agreement.
 - D. Damages for breach of the Redevelopment Agreement.
 - E. Interest thereon.
 - F. Costs of Suit, reasonable attorneys' fees, and such other relief as the Court deems just and equitable.

THIRD COUNT

(Breach of Redevelopment Agreement-Failure to pay non-residential development fees)

38. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in the FIRST and SECOND COUNTS of the Complaint as if the same were set forth here in full.
39. Pursuant to the Redevelopment Agreement, the Redeveloper is responsible for the payment of non-residential development fees.
40. Specifically, Section 4.06 of the Redevelopment Agreement provides that:

”SECTION 4.06. Development Fees. The Redeveloper acknowledges the nonresidential development fee required pursuant to 8.1 through 8.8 of the MLUL, also known as the Statewide Non-Residential Development Fee Act, and agrees to pay such fee in accordance with Applicable Law if and to the extent applicable to the Project or Phase thereof; provided, that in the event there is a change in the Applicable Law that reduces or eliminates the requirement to pay such

nonresidential development fee, nothing herein shall be interpreted or constructed as obligating Redeveloper to make such payment notwithstanding such amendment or moratorium, or as a waiver of Redeveloper's rights in respect thereof.”

41. Defendants have failed to pay the Non-Residential Development Fee despite demand, therefore.

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

- A. An Order requiring Defendants to pay to the Plaintiff, Township of Rochelle Park, all outstanding Non-Residential Development Fees pursuant to the Redevelopment Agreement.
- B. Authorizing the Plaintiff, Township of Rochelle Park to file a Tax Lien against the Property for all outstanding Non-Residential Development Fees owed by the Defendants pursuant to the Redevelopment Agreement.
- C. Damages for breach of the Redevelopment Agreement
- D. Interest thereon
- E. Costs of Suit, reasonable attorneys’ fees, and such other relief as the Court deems just and equitable.

FOURTH COUNT
(Breach of Redevelopment Agreement-Illegal Usage)

42. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in the FIRST, SECOND and THIRD COUNTS of the Complaint as if the same were set forth here in full.

43. Pursuant to the terms of the Developer's Agreements, the Redeveloper was required to

"perform in accordance with the requirements of this Agreement, of the Redevelopment Plan, the Rochelle Park Code, and such other reasonable requirements as may be imposed by the Township Engineer and Township Construction Official, only in the nature of field changes."

44. The storage of new or used motor vehicles for the benefit of a separate commercial use is not a use that is permitted under the Redevelopment Plan or the Redevelopment Agreements.
45. Additionally, Defendants have applied for and are now pursuing litigation against the Rochelle Park Zoning Board to permit a day care use that was never contemplated or agreed to by the parties in the Redevelopment Plan or the Redevelopment Agreement.
46. Defendants are in breach of the Developer's Agreements by permitting and applying for uses not authorized or contemplated under either the Redevelopment Plan, Redevelopment Agreement or Developer's Agreements.
47. The Developer's Agreements specifically state, "Developer agrees that in the event Developer defaults under the terms of this Agreement, that Developer shall be responsible for not only the cost of completing the Improvements, but also all ancillary costs and reasonable counsel fees expended by the Township in order to enforce the provisions of this Agreement..."
48. The Plaintiff, Township of Rochelle Park gave Defendants written notice of the defaults and the right to cure in a letter dated May 31, 2024, and gave Defendants forty-five (45) days to cure such defaults.
49. Defendants have failed to cure said defaults nor have Defendants tried to cure same.
50. By letter dated January 6, 2025, final written notice of default under the Developer's

Agreements from provided to the Defendants on behalf of the Plaintiff, Township of Rochelle Park.

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

- A. An Order directing Defendants to remove any and all motor vehicles stored on the first floor of the parking garage of the residential building and prohibiting the parking of any motor vehicles other than those owned or operated by the residents and their guests of the residential building.
- B. An Order prohibiting the use of the commercial portion of the Property for Day Care Use or any use not otherwise expressly permitted within the commercial portion of the Property pursuant to the Developer's Agreements.
- C. An Order requiring Defendants to remove any landfill, fill or dirt improperly stored at the residential or commercial portions of the Property.
- D. Enjoining Defendants from entering into any contract or agreement for the use of the residential building for the storage of motor vehicles other than those owned or operated by the residents and their guests of the residential building.
- E. Disgorgement of all monies collected by Defendants from the illegal use of the residential building for the storage of motor vehicles other than those owned or operated by the residents and their guests of the residential building.
- F. Enjoining Defendants from entering into any contract or agreement for the use of the commercial portion of the Property for any Day Care use or any other use not otherwise expressly permitted within the commercial portion of the Property pursuant to the Redevelopment Agreement or Developer's Agreements.

G. Damages for breach of the Developer's Agreements.

H. Interest thereon.

I. Costs of suit, reasonable attorneys' fees, and such other relief as relief as the Court deems just and equitable.

FIFTH COUNT
(Breach of Settlement Agreement)

51. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in the FIRST, SECOND, THIRD and FOURTH COUNTS of the Complaint as if the same were set forth here in full.

52. The Settlement Agreement provided that the Plaintiff, Township of Rochelle Park, would adopt a new redevelopment plan allowing Defendants to develop the property 120 West Passaic Street, Rochelle Park, New Jersey, respectively listed on the tax maps of the Township as Block 93.01, Lots 1.01, 1.02, 1.03, and 1.04 (the "Property") into an 113,000 square-foot 4-story, self-storage facility (the "Storage Facility"), 8,000 square-feet of retail and restaurant uses (including drive thru (non-fast food) restaurant, bank or other retail uses)(collectively, the "Commercial Component"), and 160 residential units, including 24 affordable units (the "Residential Component", and together with the Storage Facility and Commercial Component, the "Project").

53. The Settlement Agreement had certain specific terms and conditions which Defendants have breached.

54. Specifically, Article III, Section 3.1 of the Settlement Agreement provides:

“3.1 Obligation To File Any Development Applications for the Project In Accordance With General Zoning Regulations and Concept Plan: Any and all

development applications submitted by Tulfra and/or any successor or assign for the Inclusionary Development shall be substantially consistent with the General Zoning Regulations (hereinafter defined) attached hereto as Exhibit A and the concept plan attached hereto as Exhibit B, provided that nothing contained herein shall preclude Tulfra and/or any successor assigns from seeking relief, by way of deviation, waiver, exception or variance, from any bulk or design standard in connection with the Project.”

55. The General Standards and Concept Plans attached to the Settlement Agreement as Exhibits A and B provide that the Residential Component must contain a minimum of 1.5 parking spaces per unit. The Plans state that there will be 160 residential units and a total of 240 parking spaces. The Redevelopment Plan states that 170 of the parking spaces would be on ground level (under the residential building) and sixty-eight of the parking spaces would be to the south of the building and on adjacent lots to provide the required minimum parking. The Plans do not, however, permit the parking garage to be used for any other purpose other than "ancillary use" for parking for the actual residents of the residential building, not for the "principal use" as a new or used motor vehicle parking lot to benefit an offsite property.

56. The Redevelopment Plan sets forth only those permitted uses that may be "operated" at the Property. The storage of new or used motor vehicles for the benefit of a separate commercial user is not a use that is permitted.

57. The Defendants are in default of the Settlement Agreement.

58. The Settlement Agreement provides as follows in the case of a Default:

“6.15 Default. In the event that any of the Parties shall fail to perform any material

obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a Default of this Agreement. Upon the occurrence of any Default, the non-defaulting Party shall provide notice of the Default, and the defaulting Party shall have a reasonable opportunity to cure the Default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate under the circumstances, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.”

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

- A. An Order directing Defendants to remove any and all motor vehicles stored on the first floor of the parking garage of the residential building and prohibiting the parking of any motor vehicles other than those owned or operated by the residents and their guests of the residential building.
- B. An Order prohibiting the use of the commercial portion of the Property for Day Care Use or any use not otherwise expressly permitted within the commercial portion of the Property pursuant to the Developer’s Agreements.
- C. An Order enjoining Defendants from utilizing any portion of the Property to store landfill

or dirt.

- D. Enjoining Defendants from entering into any contract or agreement for the use of the residential building for the storage of motor vehicles other than those owned or operated by the residents and their guests of the residential building.
- E. Enjoining Defendants from entering into any contract or agreement for the use of the commercial portion of the Property for any Day Care use or any other use not otherwise expressly permitted within the commercial portion of the Property pursuant to the Redevelopment Agreement.
- F. Damages for breach of the Settlement Agreement.
- G. Interest thereon.
- H. Costs of suit, reasonable attorneys' fees, and such other relief as relief as the Court deems just and equitable.

SIXTH COUNT
(Default-Termination of Financial Agreement/PILOT)

- 59. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in the FIRST, SECOND, THIRD, FOURTH and FIFTH COUNTS of the Complaint as if the same were set forth here in full.
- 60. The Plaintiff, Township of Rochelle Park, entered into the Financial Agreement and granted approval for a tax exemption for the Improvements to be constructed and maintained in accordance with the terms and conditions of the Financial Agreement.
- 61. In the Financial Agreement, Defendants stated that the Project would be constructed in accordance with the Redevelopment Agreement and Redevelopment Plan.
- 62. Section 2.07 of the Financial Agreement states, Redeveloper "expressly covenants,

warrants and represents that upon completion, the Project, including all Land and improvements, shall be used, managed and operated for the purposes set forth in the Application, in accordance with the Redevelopment Agreement, Redevelopment Plan and all Applicable Laws."

63. Defendants have failed to use, manage, and operate the Project in accordance with the Redevelopment Agreement and Redevelopment Plan. Specifically, Defendants has leased the first floor of the parking garage of the residential building to a car dealership to store new cars, which is not a permitted use under the Redevelopment Plan nor was agreed to by the parties under the Redevelopment Agreement.

64. Additionally, Defendants are currently pursuing litigation against the Rochelle Park Zoning Board to permit the use of a day care, which is also not a permitted use under the Redevelopment Plan, nor was it ever agreed to or negotiated by the parties under the Redevelopment Agreement.

65. As such, Defendants have breached the Financial Agreement by failing to use, manage and operate the Project in accordance with the Redevelopment Plan and Redevelopment Agreement.

66. Section 10.01 of the Financial Agreement provides the following:

“Section 10.01 Statutes and Ordinances. The Entity hereby agrees at all times prior to the Termination Date to remain bound by the provisions of the Application and Applicable Law, including, but not limited to, the Long-Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a Default under this Agreement and the Township shall, among its other remedies, have the right to terminate this Agreement, subject to the Default procedure

provisions of Article XIII herein.”

67. Section 13.01 of the Financial Agreement provides the following:

“Section 13.01 Cure Upon Default. Should the Entity be in Default with respect to a Phase, the Township shall notify the Entity and any Secured Party of that Phase in writing of said Default with respect to a Phase. Said notice shall set forth with particularity the basis of said Default. Except as provided in Section 8.02(b) hereof or otherwise limited by law, the Entity shall have sixty (60) days after it receives Notice to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, which Default must be cured within fifteen (15) days after the Entity receives Notice). Curing the Default shall be the sole and exclusive remedy available to the Entity or the Secured Party, as applicable, of that Phase; provided, however, that if, in the reasonable opinion of the Township, the Default cannot be cured within the applicable cure period using reasonable diligence, the time to cure may be extended upon written Notice for an additional ninety (90) day period of time.

“Upon the expiration of the cure period, or any approved extension thereof, and providing that the Default is not cured, the Township shall have the right to terminate this Agreement only with respect to the Phase that is in Default in accordance with Section 13.02 of this Agreement. There shall be no cross defaults among Phases with respect to this Agreement.”

68. Section 13.02 of the Financial Agreement provides as follows:

“Section 13.02 Remedies Upon Default.

a) In the event the Entity or a Secured Party of a Phase fails to cure or

remedy the Default with respect to a Phase within the time period provided in Sections 13.01 or 8.02(b), respectively, the Township may terminate this Agreement only with respect to the Phase that is in Default upon written Notice to the Entity and the Secured Party of that Phase.

b) Upon any Default in payment of any installment of the applicable Annual Service Charge not cured within fifteen (15) days, the Township in its sole discretion shall have the right to immediately exercise the following remedies: (1) terminate this Agreement with respect to the Phase that is in Default, at which time: the Improvements on the Land of the applicable Phase shall be subject to conventional taxation; or (2) exercise any other remedy available to the Township in law or equity with respect to that Phase. The Township as a courtesy will give Entity and any Secured Party of that Phase Notice of the intention to exercise its remedies.

c) No Default hereunder by the Entity shall terminate the tax exemption (except as described herein and after Notice and cure as provided for herein) and its obligation to make applicable Annual Service Charges, which shall continue in effect for the duration of the term hereof and subject to Section 13.03 hereinafter.”

69. More than 60-days’ notice of the breach of the Financial Agreement and Notice of Default have been provided by the Plaintiff, Township of Rochelle Park, to the Defendants.

70. The Defendants have not cured the default.

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

A. Terminating the Financial Agreement as to the Residential Phase of the Project.

- B. Terminating the Financial Agreement as to the Commercial Phase of the Project.
- C. Enjoining Defendants from entering into any contract or agreement for the use of the residential building for the storage of motor vehicles other than those owned or operated by the residents and their guests of the residential building.
- D. Enjoining Defendants from entering into any contract or agreement for the use of the commercial portion of the Property for any Day Care use or any other use not otherwise expressly permitted within the commercial portion of the Property pursuant to the Redevelopment Agreement.
- E. Damages for breach of the Financial Agreement.
- F. Interest thereon.
- G. Costs of suit, reasonable attorneys' fees, and such other relief as relief as the Court deems just and equitable.

SEVENTH COUNT

(Failure to pay Annual Service Charges and Administrative Fees under the Financial Agreement)

- 71. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in the FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH COUNTS of the Complaint as if the same were set forth here in full.
- 72. Article IV of the Financial Agreement requires the Defendants to pay an Annual Service Charge.
- 73. With respect to the Residential Component Annual Service Charge, Section 4.01 of the Financial Agreement provides in pertinent part that:
 - (c) Residential Component Annual Service Charge:

i. For each of the eleven (11) years from the Residential Component Annual Service Charge Start Date, the Residential Component Annual Service Charge shall be equal to ten percent (10%) of the Residential Component Annual Gross Revenue;

ii. For each of the years twelve (12) through sixteen (16) from the Residential Component Annual Service Charge Start Date, the Residential Component Annual Service Charge shall be equal to the greater of: (a) eleven percent (11 %) of the Residential Component Annual Gross Revenue; (b) if the Residential Component Annual Gross Revenue is 120% more than contemplated in the fiscal plan prepared by the Township, then the Residential Component Annual Service Charge shall be twelve (12%) of the Residential Component Annual Gross Revenue; or (c) twenty percent (20%) of the real property taxes otherwise due on the value of the Land and the improvements for the Residential Component;

iii. For each of the seventeen (17) through twenty-two (22) from the Residential Component Annual Service Charge Start Date, the Residential Component Annual Service Charge shall be equal to the greater of: (a) eleven percent (11%) of the Residential Component Annual Gross Revenue; (b) if the Residential Component Annual Gross Revenue is 120% more than contemplated in the fiscal plan prepared by the Township, then the Residential Component Annual Service Charge shall be twelve (12%) of the Residential Component Annual Gross Revenue; or (c) forty percent (40%) of the .real property taxes otherwise due on the value of the Land and the Improvements for the Residential Component;

iv. For each of the years twenty-three (23) through twenty-eight (28) from the Residential Component Annual Service Charge Start Date, the Residential Component Annual Service Charge shall be equal to the greater of: (a) eleven percent (11%) of the Residential Component Annual Gross Revenue; (b) if the Residential Component Annual Gross Revenue is 120% more than contemplated in the fiscal plan prepared by the Township, then the Residential Component Annual Service Charge shall be twelve (12%) of the Residential Component Annual Gross Revenue; or (c) sixty percent (60%) of the real property taxes otherwise due on the value of the Land and the Improvements for the Residential Component; and

v. For each of the years twenty-nine (29) through thirty (30) from the Residential Component Annual Service Charge Start Date, the Residential Component Annual Service Charge shall be equal to the greater of: (a) eleven percent (11%) of the Residential Component Annual Gross Revenue; (b) if the Residential Component Annual Gross Revenue is 120% more than contemplated in the fiscal plan prepared by the Township, then the Residential Component Annual Service Charge shall be twelve (12%) of the Residential Component Annual Gross Revenue; or (c) eighty percent (80%) of the real property taxes otherwise due on the value of the Land and the Improvements for the Residential Component.

74. Section 4.03 of the Financial Agreement provides that:

Section 4.03 Quarterly Installments. After the Storage Facility Annual Service Charge Start Date, the Commercial Component Annual Service Charge Start Date, or the Residential Component Annual Service Charge Start Date, as applicable, the Entity agrees that payment of the Annual Service Charge shall be

paid to the Township on a quarterly basis on each Annual Service Charge Payment Date. The Annual Service Charge shall continue until the Termination Date. In the event that Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable State law and then being assessed by the Township against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid.

75. Pursuant to Section 4.06 of the Financial Agreement, “In accordance With the provisions of the Long Term Tax Exemption Law; upon recordation of this Financial Agreement and the Ordinance, any amount due and owing hereunder, including the Annual Service Charge shall be and constitute a continuous municipal lien on the Project.”
76. Pursuant to Section 4.07 of the Financial Agreement, “In order to secure the full and timely payment of the Annual Service Charge, the Township reserves the right to prosecute an In Rem Tax Foreclosure action only against the portion of Land that is applicable to such Phase the defaults on its payment of Annual Service Charge, as more fully set forth in this Agreement...”
77. Pursuant to Section 4.09 of the Financial Agreement, “In addition to the Annual Service Charge, the Entity shall pay to the Township an annual fee of two percent (2%) of the projected Annual Service Charge upon the Storage Facility Annual Service Charge Start Date, the Commercial Component Annual Service Charge Start Date, or the Residential Component Annual Service Charge Start Date, as applicable, and each anniversary thereafter prior to the Termination Date (the "Administrative Fee").
78. The Defendants have failed to timely pay the Annual Service Charges and Administrative Fee with respect to the residential phase of the project and such charges remain unpaid.

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

- A. Terminating the Financial Agreement as to the Residential Phase of the Project.
- B. Payment of all outstanding Annual Service Charges and Administrative Fees applicable to the Residential Phase of the Project.
- C. The placement of a municipal lien against the Residential Phase of the Project for all outstanding Annual service Charges and Administrative Fees.
- D. Conveying title to the Residential Component of the Project to the Plaintiff under an In Rem Tax Foreclosure Action.
- E. Damages for breach of the Financial Agreement.
- F. Interest thereon.
- G. Costs of suit, reasonable attorneys' fees, and such other relief as relief as the Court deems just and equitable.

EIGHTH COUNT
(Breach of Beautification Agreement)

79. Plaintiff, Township of Rochelle Park, repeats each and every allegation contained in the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH COUNTS of the Complaint as if the same were set forth here in full.
80. Pursuant to the Beautification Agreement, Defendants were to pay the Plaintiff, Township of Rochelle Park, the sum of two hundred fifty thousand dollars (\$250,000.00) as follows:
- (a) Ten thousand dollars (\$10,000.00) on or before June 15, 2020;
 - (b) Ten thousand dollars (\$10,000.00) per year on or before June 15th of each year until the total of \$250,000.00 is fully paid ("Beautification Donation").

81. The purpose of the Beautification Agreement was for streetscape, beautification, landscaping, tree planting and other related purposes throughout the Township, including, without being limited to, the areas in the immediate vicinity of the Property.

82. Defendants have failed to pay the \$10,000.00 Beautification Donation for 2024 and 2025.

83. The 2024 and 2025 Beautification Donations remain unpaid.

84. Defendants are in breach of the Beautification Agreement.

WHEREFORE, Plaintiff, Township of Rochelle Park, demands judgement against the Defendants, jointly and severally, for:

- A. Damages for breach of the Beautification Agreement.
- B. Interest thereon.
- C. Costs of suit, reasonable attorneys' fees, and such other relief as relief as the Court deems just and equitable.

Trenk Isabel Siddiqi & Shahdanian PC
Attorneys for Plaintiff, Township of Rochelle Park

By: John L. Shahdanian II
John L. Shahdanian II, Esq.

Dated: September 11, 2025

JURY DEMAND

Plaintiff, Township of Rochelle Park, hereby demands a trial by jury on all issues so triable in this action.

Trenk Isabel Siddiqi & Shahdanian PC
Attorneys for Plaintiff, Township of Rochelle Park

By: John L. Shahdanian II
John L. Shahdanian II, Esq.

Dated: September 11, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that John L. Shahdanian II, Esq., attorney for the Declaratory Plaintiff, Township of Rochelle Park is designated as trial counsel in the above captioned matter.

Trenk Isabel Siddiqi & Shahdanian PC
Attorneys for Plaintiff, Township of Rochelle Park

By: John L. Shahdanian II
John L. Shahdanian II, Esq.

Dated: September 11, 2025

CERTIFICATION

John L. Shahdanian II, Esq., of full age, by way of certification says that:

1. Pursuant to R. 4:5-1 I hereby certify that I have no knowledge of any other pending actions or proceedings concerning the subject matter of this action except the following:

a. *TFJ 120 Passaic Retail Urban Renewal LLC v. Township of Rochelle Park Zoning Board of Adjustment*; Superior Court of New Jersey, Law Division-Bergen County; Docket No. BER-L-006565-24

b. *State of New Jersey v NJ TFJ 120 Passaic LLC*; Summons No. S24-21, S25-46-64, 67-72,74-78, 80

2. It is not anticipated at this time that there are any other parties who should be joined in this action.
3. I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*.
4. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Trenk Isabel Siddiqi & Shahdanian PC
Attorneys for Plaintiff, Township of Rochelle Park

By: John L. Shahdanian II
John L. Shahdanian II, Esq.

Dated: September 11, 2025