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October 6, 2017

Via Email & Hand Delivery

Township of Teaneck
818 Teaneck Road
Teaneck, New Jersey 07666

Attn: James R. Tighe
Tax Assessor/Tort Claims Administrator

**RE: Notice of Tort Claim and Breach of Contract
All Vision LLC**

Dear Sir/ Madam:

We are attorneys for All Vision LLC ("All Vision"). Please accept this letter as a Notice of Tort Claim pursuant to *N.J.S.A. 59:8-4* and notice of breach of contract claim with respect to the lease by All Vision of property owned by the Township of Teaneck ("Teaneck")

As you are aware, Teaneck issued a bid for a lease of undeveloped real property owned by Teaneck and located on State Highway Route 4 at Block 6002, Lot 10 ("Property") for the purpose of installing and operating a digital billboard. All Vision was awarded the bid by Teaneck. The parties then entered into Lease Agreement dated September 21, 2015 ("Lease") which form was the substantially the same as was contained in the bid issued by Teaneck.

On July 13, 2017, Teaneck, through its attorney William Rupp, disclosed to All Vision that the Property may be burdened by a deed restriction that provided the land shall "be used only for public park purposes." ("Deed Restriction"). The Deed Restriction is contained in a deed dated April 11, 1949 from The Estate of William Walter Phelps to the Township of Teaneck and recorded with the Bergen County Clerk at Book 2953, Page 96 on April 12, 1949. ("Vesting Deed"). It was then decided through mutual agreement that the Deed Restriction should be verified by a surveyor. Said verification was made on August 22, 2017 and communicated to Teaneck.

On or about August 8, 2017, Teaneck disclosed to All Vision that the Property may also have been erroneously left off the Township's Recreation and Open Space Inventory (ROSI) which meant that the property was Green Acres restricted and could only be used for public recreation or conservation purposes ("Green Acres Restriction").

These disclosures by Teaneck mean that All Vision cannot develop the Property with a billboard as permitted under its Lease without violating both the Deed Restriction and Green Acres Restriction.

The Lease contains provisions that include certain covenants and warranties by Teaneck to All Vision with respect to its right to grant All Vision exclusive use and quiet enjoyment of the property. These provisions are:

Section 3 - Landlord hereby grants to Tenant the exclusive use of a portion of the aforesaid Property (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, servicing, relocating and removing one (1) double-sided advertising sign on the Property...

[Emphasis Added]

Section 14- Landlord covenants and warrants that, if Tenant is in compliance with its obligations under this Lease, Tenant's peaceable and quiet enjoyment of the Leased Premises shall not be disturbed by any party in any way.

[Emphasis Added]

It is clear that Teaneck's covenants and warranties contained in the Lease were made without proper and adequate investigation and that Teaneck's negligent investigation resulted in material misrepresentations by Teaneck to All Vision. Indeed, a cursory review of Teaneck's Vesting Deed would have put Teaneck on notice of the possible existence of the Deed Restriction and would have ultimately confirmed that Teaneck did not have the right to lease the property to All Vision at all. The covenants and warranties were also made to induce All Vision to enter into the Lease. They were accepted by All Vision as true and All Vision relied upon them in entering into the Lease. Based upon Teaneck's misrepresentations and the reliance by All Vision on same, All Vision has incurred damages including, but not limited to, costs incurred for engineering fees, legal fees, permitting fees, and related fees and costs including those necessary to secure access and NJDOT permits.

Moreover, Teaneck's failure to be able to provide All Vision use and quiet enjoyment of the Property constitutes a material breach of contract of the express warranties set forth in the Lease as well as a material breach of the implied warranty of good faith and fair dealing. Based upon the foregoing breaches of contract, All Vision has incurred damages, including, but not limited to, costs incurred for engineering fees, legal fees, permitting fees, and related fees and costs including those necessary to secure access and NJDOT permits.

Based upon the foregoing, we hereby demand Teaneck reimburse All Vision for all its damages or provide All Vision an alternate acceptable location for its billboard.

Township of Teaneck
October 6, 2017
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ATTORNEYS AND COUNSELORS

We understand that Teaneck has adopted a Notice of Tort Claim form, but despite repeated requests we have not received it from you. We ask that you kindly forward same to this office.

Very truly yours,
PRICE, MEESE, SHULMAN & D'ARMINIO, P.C.

By: 
Louis L. D'Arminio

cc: Clerk, Township of Teaneck (via email & hand delivery)
John L. Shahdanian, II, Esq. (via email)
All Vision LLC (via email)

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