REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF MANSFIELD and
THE TOWNSHIP OF MANSFIELD COMMITTEE

Redevelopment Entity

and

FLORENCE COLUMBUS ROAD URBAN RENEWAL, LLC ${\it Redeveloper}$

(Block 47.01, Lot 11.02)

TABLE OF CONTENTS

Prel Defi	iminary Statement initions and Interpretations	1 3
PAR 1. 2. 3.	RT I - Representations and Warranties of Parties Representations and Warranties by Redeveloper Representations and Warranties by the Township Mutual Representations	7 10 11
PAR 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11.	Project Description Redevelopment Environmental Matters Declaration of Covenants and Restrictions Redeveloper Covenants Township Covenants Implementation of the Project Prohibitions Against Assignment and Transfer Indemnification; Insurance Redeveloper's Financial Commitments Default Miscellaneous	11 11 13 13 16 17 17 20 21 24 25 28
<u>EXHIBITS</u>		
1.	Property Legal Description	Exhibit A
2.	Redevelopment Plan	Exhibit B
3.	Site Plan	Exhibit C
4.	Certificate of Ownership	Exhibit D
5.	Project Timeline/Construction Schedule	Exhibit E
6.	Project Costs	Exhibit F
7.	Form of Declaration of Covenants and Restrictions	Exhibit G
8.	Form of Certificate of Completion	Exhibit H
9.	Fire Company Donation	Exhibit I

This REDEVELOPMENT AGREEMENT ("Redevelopment Agreement"), effective as of November 18, 2020, is hereby entered into, by and between the TOWNSHIP OF MANSFIELD and the TOWNSHIP OF MANSFIELD COMMITTEE ("Township," "Township Committee," or "Redevelopment Entity"), a municipal corporation of the State of New Jersey, with offices at 3135 Route 206 South, Columbus, New Jersey 08022, acting in the capacity of Redevelopment Entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. and FLORENCE COLUMBUS ROAD URBAN RENEWAL, LLC, or their assigns or successors, ("Redeveloper") a limited liability company of the State of New Jersey, with offices at 5550 Glades Road, Suite 500, Boca Raton, FL, 33431. Together, the Township and the Redeveloper are, collectively, the "Parties" or, individually, each is a "Party."

PRELIMINARY STATEMENT

Pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as may be amended and supplemented, (the "Redevelopment Law") the Township has undertaken a program for the redevelopment of certain property identified on "Exhibit A" attached hereto (the "Project Site" or "Property"). The Project Site is currently owned, controlled or under agreement for purchase or control by the Redeveloper. The Redeveloper intends to construct a high quality, cost-efficient redevelopment project at the Project Site in a time frame that is practicable and commercially reasonable.

The Township Committee has determined that the redevelopment of the Project Site will promote job creation and economic redevelopment within the Township of Mansfield and the County of Burlington, as well as an attractive project. The Township duly adopted Resolution No. 2005-3-15, which designated the Project Site as an area in need of redevelopment in accordance with the Redevelopment Law. The Township's adoption of Ordinance No. 2016-4 further adopted the Redevelopment Plan in accordance with the Redevelopment Law. The Township Committee has been authorized to act as a Redevelopment Entity to oversee the implementation of such Redevelopment Plan, which is attached hereto as "Exhibit B" and made a part hereof. The Redeveloper was conditionally-designated as redeveloper of the Overall Property via Resolution 2018-5-7. Attached hereto as "Exhibit C" is the Redeveloper's proposed Site Plan for redeveloping the Project Site (the "Site Plan").

Redeveloper maintains that it is in the business of owning, maintaining, and enhancing real property for commercial, industrial, and other purposes and that it has the financial ability, experience and expertise to redevelop the Property within a reasonable time frame through its team, in accordance with the provisions of this Redevelopment Agreement. The Township and Redeveloper both desire and anticipate that the Project will consist of an approximately 811,960 sq. ft. warehouse, a bridge to span Crafts Creek, along with customary site improvements such as roadways, parking, drainage improvements, lighting, landscaping and the like, all as depicted on Exhibit C.

As a material inducement to the Township, the Redeveloper has agreed, among other things, to: (i) create a project at the Property that is both aesthetically pleasing and will spark revitalization and substantial investment in this area of the Township; (ii) redevelop the Property in accordance with the Site Plan attached as Exhibit C (as may be modified by the Parties, in

writing, from time to time, pursuant to the Redevelopment Plan and pursuant to the Project Milestones/Timeline set forth herein); (iii) reimburse the Township for costs and fees incurred as set forth in this Agreement; (iv) make certain representations and warranties as set forth herein; and (v) tender payment of such escrow, deposits and payments as set forth herein.

The Township has agreed, among other things, to: (1) not amend, rescind or repeal the zoning for the site, as set forth in the Redevelopment Plan, except as may be required to conform to the Redevelopment Law and the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.; (2) recommend that the Township Planning Board review Redeveloper's land use application(s), as may be necessary, in a timely fashion on an accelerated basis (including any amendments to land use application(s) as may be necessary); and (3) designate Qualified Developers (as defined below) as redeveloper of the Property in accordance with the Redevelopment Law.

To effectuate the purposes of the Redevelopment Law, and for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Township and Redeveloper hereby agree to comply with this Redevelopment Agreement.

WITNESSETH:

WHEREAS, the Redevelopment Law provides a process for Redevelopment Entities to participate in the redevelopment and improvement of areas designated as in need of redevelopment; and

WHEREAS, in order to stimulate redevelopment for the Township of Mansfield, the Township has formally designated the Project Site as an "area in need of redevelopment" in accordance with the Redevelopment Law; and

WHEREAS, the Township believes, according to Redeveloper's proposal and representations, that Redeveloper is able and willing to implement a Project that will positively affect the surrounding community and further the best interests of the Township and its citizens, and the Township desires to designate Redeveloper as its Redeveloper; and

WHEREAS, the Township adopted Resolution No. 2018-5-7 designating Florence Columbus Road Urban Renewal, LLC as Redeveloper for the Project; and

WHEREAS, the Township desires, in accordance with the Township's Redevelopment Plan, as may be amended from time to time in consultation with Redeveloper, and, in accordance with zoning set forth in said Redevelopment Plan and pursuant to law, that Redeveloper implement the redevelopment of the Property, which Redeveloper currently owns and/or shall maintain an interest in upon the terms set forth herein; and

WHEREAS, Redeveloper has demonstrated to the Township an ability to generally implement the type of redevelopment that the Township desires; and

WHEREAS, the Parties desire and mutually agree to enter and execute this Redevelopment Agreement, in order to more fully set forth the terms and conditions pursuant to which the Property shall be acquired and redeveloped, in accordance with redevelopment laws; and

WHEREAS, the Parties are authorized to enter into this Redevelopment Agreement.

NOW, THEREFORE, in consideration of the promises and mutual representations, covenants and agreements herein set forth, the Parties hereto, binding themselves, as well as their successors and assigns, do hereby mutually promise, covenant and agree to effectuate the transfer and redevelopment of the Property, as set forth below, pursuant to all laws and approvals.

DEFINITIONS AND INTERPRETATION:

Except as expressly provided herein to the contrary, all capitalized terms used in this Redevelopment Agreement and its Exhibits shall have the following meanings.

"Abandon" or "Abandonment" shall mean the failure of the Redeveloper to process Redevelopment Approval applications, including submission of information required to satisfy any conditions of development approvals, or to proceed with Construction for a period of ninety (90) consecutive days.

"Affiliate" means, with respect to the Redeveloper, any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Redeveloper. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of voting securities or by contract or otherwise.

"Applicable Laws" mean all Federal, State and Local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to the Redevelopment Law, the MLUL, the New Jersey Administrative Code, relevant construction codes, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable Environmental Laws and Federal and State labor standards.

"Certificate of No Default" is as defined in Paragraph 7f hereof.

"Certificate of Completion" means a certificate or certificates in recordable form, issued by and executed on behalf of the Township, certifying that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to the Project.

"Certificate of Occupancy" means a permanent "Certificate of Occupancy", as the term is used within the New Jersey Administrative Code, N.J.A.C. 5:23-1.4 and N.J.A.C. 5:23-2 et seq., issued with respect to all or a portion of the Project, upon completion of all or a portion of the Project in compliance with all applicable requirements for issuance of such certificate.

"Commence Construction," "Commencement of Construction," or "Construction" means the undertaking by Redeveloper of any actual physical construction or Project, site preparation, environmental remediation, demolition as directed by the Township, construction of new structures, and installation or improvement of infrastructure.

"Effective Date" means the last date on which the Parties execute this Redevelopment Agreement.

"Environmental Laws" are any and all Federal, State, Regional, and Local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial and administrative orders, decrees, directives and judgments relating to contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act as amended by Superfund Amendments and Reauthorization Act ("CERCLA") (42 U.S.C. § 9601 et seq.); the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. § 6901 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); the Federal Pollution Control Act (33 U.S.C. §1251 et seq.); the New Jersey Spill Compensation and Control Act (the "Spill Act") (N.J.S.A. 58:10-23.11 et seq.); the Industrial Site Recovery Act, as amended ("ISRA") (N.J.S.A. 13:1K-6 et seq.); the New Jersey Underground Storage of Hazardous Substance Act (N.J.S.A. 58:10A-21 et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Brownfield and Contaminated Site Remediation Act N.J.S.A. 58:10B-1 et seq.); the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.); and the rules, regulations and guidance promulgated thereunder.

"Event of Default" is as defined in Paragraph 11 hereof.

"Escrow," "Redevelopment Agreement Escrow" or "Total Escrow" means the sum of money which has been deposited by Redeveloper to reimburse the Township for the professional costs and fees incurred by the Township for preparation of this Redevelopment Agreement and for the oversight and implementation of the Redevelopment Agreement and Redevelopment Plan going forward, and any additional deposits required to replenish said escrow. This escrow is separate and apart from the escrow fees to be paid by the Redeveloper as part of the land use application process under the MLUL. Any posted escrow is not a cap or a ceiling. The specifics of this escrow are governed by a separate Redeveloper's Escrow Agreement previously executed by the parties.

"<u>Financial Agreement</u>" shall mean a financial agreement between the Township and Redeveloper in accordance with the Long-Term Tax Exemption Law, <u>N.J.S.A.</u> 40A:20-1 <u>et seq.</u>, as amended from time to time.

"Force Majeure Event" means causes beyond the reasonable control and not due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation

hereunder by reason thereof, including, but not limited to: an appeal of any Governmental Approvals by any third-party; any litigation between the Redeveloper and Township concerning this Redevelopment Agreement, the Redevelopment Plan, or the development of the Project; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods not reasonably foreseeable at the time the Construction Schedule is agreed to or weather that is not typical for the geographic location in which the Property is located); acts of the public enemy; acts of war; fire; epidemics and pandemics (including COVID-19 and related events); quarantine restrictions; blackouts; power failures or energy shortages; governmental embargoes; governmental shutdown orders; strikes or similar labor action by equipment or material suppliers or transporters; litigation with any third-party (including a transferee) related to the substance of this Redevelopment Agreement or the Project; unavailability of necessary building materials (provided that the Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project); or similar events beyond the reasonable control of the party obligated to perform.

"Governmental Approvals" means all necessary reviews, consents, permits or other approvals of any kind legally required by any Governmental Body in order to implement the Project including but not limited to the Redevelopment Approvals as that term is defined in this Redevelopment Agreement.

"Governmental Body" means any Federal State, County or Local Township, department, commission, authority, court, or tribunal, and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Township of Mansfield, the County of Burlington, the State of New Jersey, and the United States Federal Government.

"Governmental Financial Incentive" means one or more of the following forms of governmental financial assistance: Financial Agreement and tax exemption pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.; issuance of redevelopment area bonds pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq.; or State financial incentives, including pursuant to the Grow NJ Program or the Economic Redevelopment and Growth Program.

"Hazardous Substance" or "Hazardous Materials" means any hazardous wastes or hazardous substances defined in any Environmental Laws, including, without limitation any asbestos, PCB, noxious or radioactive substance, methane, volatile hydrocarbons, industrial solvents or any other material or substance which would cause or constitute a health, safety or other environmental hazard to any person or property.

"<u>Legal Requirements</u>" means all laws, statutes, codes, ordinances, resolutions, binding conditions, orders, regulations and requirements, as amended from time to time, including all Environmental Laws and regulations of federal, state, county and municipal governments.

"MLUL" means the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

"NJDEP" means the New Jersey Department of Environmental Protection and any successors in interest.

"NJDOT" means the New Jersey Department of Transportation and any successors in interest.

"Paragraph" means the numbered paragraphs in this Agreement and all subparagraphs thereof identified by lower case letters, numbers within parentheses, and lower-case letters within parentheses.

"Parties" means the Township of Mansfield/Township of Mansfield Committee, as Redevelopment Entity, and Florence Columbus Road Urban Renewal, LLC, as Redeveloper, pursuant to this Redevelopment Agreement, collectively.

"Party" means the Township of Mansfield and the Township of Mansfield Committee, as Redevelopment Entity, or Florence Columbus Road Urban Renewal, LLC, as Redeveloper, pursuant to this Redevelopment Agreement, individually.

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or governmental body, or any other entity.

"Planning Board" means a Planning Board which exercises all of the powers of a Planning Board pursuant to the MLUL.

"Project" includes the construction of the Project identified in the Site Plan (Exhibit C), as may be amended from time to time, fully funded by Redeveloper, including any subdivision and redevelopment of the Property in accordance with a Township-approved site plan and adopted Redevelopment Plan, as amended from time to time, the posting of all required performance bonds, providing all required guarantees and insurance coverage, diligently seeking all permits and approvals, and construction of the Project pursuant to all laws, along with site preparation, and satisfaction of all financial obligations due and owing the Township hereunder, including but not limited to timely payment of all deposits, Escrow and payments.

"Project Site or Property" means that certain site comprising the parcel(s) located within the Township of Mansfield described in Exhibit A attached hereto.

"Qualified Developer" mean the Person to whom the Redeveloper has transferred its rights and obligations with respect to construction of the Project in accordance with the provisions of Section 8 hereof.

"Redeveloper" means Florence Columbus Road Urban Renewal, LLC.

"Redeveloper Covenants" are those defined at Paragraph 5 hereof.

"Redevelopment Agreement" or "Agreement" means this Redevelopment Agreement by and between the Township and Redeveloper, all Exhibits to such Agreement, and any written Amendments executed by the Parties.

"Redevelopment Approvals" means: (i) any preliminary and final major subdivision approval subdividing any portion of the Property into Lots required to implement the Project under the Township's Redevelopment Plan, as amended from time to time by the Township, based reasonably upon Redevelopers site plan or amended site plan, and in accordance with approvals by all appropriate Governmental Bodies; (ii) preliminary and final major site plan approval for the Project issued by the Township's Planning Board; (iii) County of Burlington Planning Board approval of the Project components where required; (iv) written agreements with the Township or utility company providing water service for the construction, installation and operation of a potable water distribution system serving Project components with an adequate supply of potable water; (v) a written agreement with the Township or utility company providing sewage treatment service in the Township for extension of the existing sanitary sewer system, if any, to serve Project components; (vi) "will serve" letters in form and substance acceptable to Redeveloper from the providers of electric, natural gas, telephone and cable television to furnish such utilities to Project components; (vii) soil conservation review approvals and permits for Project components; (viii) sewer extension and treatment works approval permits as required for the construction and operation of sanitary sewer lines or a private on-site sewage disposal system for the Project components; (ix) curb cut and access permits and approvals and traffic signal approvals required to be issued by the State of New Jersey, the New Jersey Department of Transportation, the County of Burlington and the Township or any subdivision or Township thereof for Project components; (x) Remediation Permits from the NJDEP (if any are necessary to construct the Project); (xi) any other approval, license, permit, consent or waiver required to be granted or issued by any federal, state, county or municipal Township, or any department, board, authority, Township official or officer thereof having jurisdiction as a prerequisite to securing building permits for all Project (on or off-site) to be constructed in connection with the Project; and, (xii) valid building permits from all governmental authorities having jurisdiction permitting the construction of the subject Project components and all on and off-site Project required to be constructed in connection therewith, and (xiii) State approval for any redevelopment on the Property by Redeveloper, where required. It the Redeveloper's obligation diligently to seek all Redevelopment Approvals/Governmental Approvals, at Redeveloper's sole expense.

"Redevelopment Entity" means the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey pursuant to the authority contained in the Redevelopment Law at N.J.S.A. 40A:12A-4.

"Redevelopment Law" means the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

"Redevelopment Plan" is the Township's adopted Redevelopment Plan, as amended from time to time, that includes the Project covered hereunder, as revised and approved in writing by the Township and by Township Committee. The current Redevelopment Plan is attached as Exhibit B.

"State" means the State of New Jersey.

"Township" means Township of Mansfield or Township of Mansfield Committee.

"Township Covenants" are those set forth at Paragraph 6 hereof.

"Township Indemnified Parties" means the Township and each of its respective officers, directors, employees, agents, representatives, contractors and consultants.

"Township Indemnified Party" means the Township or one of its respective officers, directors, employees, agents, representatives, contractors and consultants.

"Zoning Ordinance" means the Township's zoning ordinance and all related municipal land use regulations enacted pursuant to the MLUL and the Redevelopment Law.

PART I REPRESENTATIONS AND WARRANTIES OF PARTIES

- 1. <u>Representations and Warranties by Redeveloper.</u> Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date, and which shall survive this Agreement:
 - a. Redeveloper is a limited liability company of the State of New Jersey. Redeveloper is in good standing under the laws of this State, having all requisite power and authority to carry on its business, and to enter into and perform all of its obligations under this Redevelopment Agreement. Redeveloper shall provide a Certificate of Good Standing to the Township within thirty (30) days of the execution of this Agreement.
 - b. Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which Redeveloper is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and subject to securing Governmental Approvals, to perform all of Redeveloper's obligations hereunder.
 - c. This Redevelopment Agreement is duly executed by Redeveloper and is valid and legally binding upon Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which Redeveloper is a party, including, but not limited to, Redeveloper's operating agreement, if any.
 - d. No receiver, liquidator, custodian or trustee of Redeveloper has been appointed, and no petition to reorganize Redeveloper, or any of its members, pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed, as of the Effective Date.

- e. No adjudication of bankruptcy or liquidation of Redeveloper, or any of its members, has been entered, nor has a voluntary, or involuntary, bankruptcy petition been filed by or against Redeveloper, or any of its members, under the provisions of the United States Bankruptcy Code or any other similar statute applicable to the Redeveloper.
- f. No indictment has been returned against any partner, member or officer of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.
- g. There is no pending or, to the best of the Redeveloper's knowledge, threatened litigation that would prevent Redeveloper from performing its duties and obligations hereunder.
- h. There is no action, proceeding or investigation now pending or threatened, which: (i) questions the authority of the Redeveloper to enter into this Redevelopment Agreement or any action taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition of Redeveloper, or any of its members, which could materially and substantially impair Redeveloper's ability to perform all obligations pursuant to the terms of this Redevelopment Agreement; or (iii) prevents Redeveloper from complying with this Redevelopment Agreement or any related agreement.
- i. All materials and documentation submitted by the Redeveloper and its agents to the Township and its agents were, at the time of such submission, and are as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Township of any material and/or adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.
- j. The Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.
- k. The cost and financing of the Project is the responsibility of the Redeveloper. The Township shall not be responsible for any cost whatsoever in respect to same, except as may otherwise be the case in connection with a Governmental Financial Incentive, if any.
- l. The ownership structure of the Redeveloper is set forth in the certificate attached to this Redevelopment Agreement as "Exhibit D", and sets forth, among other things, the name(s) and address(es) of all entities owning at least a 10% interest in Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that applicants are required to make in connection with applications for land use approvals pursuant to the MLUL at N.J.S.A. 40:55D-48.2. The Redeveloper shall, at such times as the Township may request, but no more than once per calendar year, furnish the Township with a complete statement subscribed and sworn to by a partner, member or officer of the Redeveloper, setting forth all of the ownership

interests of the Redeveloper, or other owners of equity interests of the Redeveloper, and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper, their names and the extent of such interest.

- m. Neither the Township nor any of its agents, representatives, employees or officers have made any representations or warranties, expressed or implied, except as expressly set forth in this Redevelopment Agreement and the Redevelopment Plan. Without limiting the generality of the foregoing, Redeveloper has not relied on any representations or warranties (except those representations, if any, expressly set forth in this Redevelopment Agreement or the Redevelopment Plan) as to (i) the current or future real estate tax liability, assessment or valuation of the Property or the Project; (ii) the potential qualification of the Property or the Project for Governmental Financial Incentives or other benefits conferred by federal, state or municipal laws; (iii) the compliance of the Property or the Project in its current or future state with Applicable Laws; (iv) the current or future use of the Property or the Project; (v) the physical condition, including, but not limited to, the environmental condition, of the Property or the Project; or (vi) the ability to obtain Governmental Approvals for construction or alteration of the Property or the Project.
- n. The Redeveloper is entering into this Agreement and shall perform all of its obligations hereunder and consummate the transaction(s) contemplated by this Redevelopment Agreement solely in reliance on and as a result of Redeveloper's own investigations and efforts and at Redeveloper's sole risk. Redeveloper acknowledges that this paragraph was a negotiated part of this Redevelopment Agreement and serves as an essential component of consideration for the same.
- 2. Representations and Warranties by the Township. The Township hereby represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Redevelopment Agreement, and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date, and which shall survive this Agreement:
 - a. The Township duly adopted Resolution No. 2005-3-15 on March 23, 2005, which designated the Project Site as an area in need of redevelopment in accordance with the Redevelopment Law, as set forth above in the Preliminary Statement.
 - b. The Township's adoption of Ordinance No. 2016-4 further adopted the Redevelopment Plan in accordance with the Redevelopment Law, as set forth above in the Preliminary Statement.
 - c. The Township is a duly organized municipal corporation existing under the laws of the State of New Jersey and has the legal power, right and authority to act as a redevelopment entity for the Project and to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder, and has duly executed this Redevelopment Agreement.

- d. All requisite action has been taken by the Township and all requisite consents have been obtained in connection with entering into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a Party, and the consummation of the transactions contemplated hereby, and to the best of the Township's knowledge and belief are authorized by all Applicable Laws.
- e. To the best knowledge of the Township there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Redevelopment Agreement.
- f. This Redevelopment Agreement has been duly authorized, executed and delivered by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.
- g. The Township represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Redevelopment Agreement.
- h. The Township will consider amendments or revisions to the Site Plan proposed by the Redeveloper as required to ensure compliance with the Redevelopment Plan provided that such amendments or revisions comply with the Redevelopment Plan.
- 3. <u>Mutual Representations.</u> The Parties make the following mutual representations:
 - a. The Township and Redeveloper agree that the Project will be governed by the adopted Redevelopment Plan, as may be amended from time to time, the requirements of the Redevelopment Law, any provisions of the Township Zoning Ordinance that are not inconsistent with the zoning provisions of the Redevelopment Plan, and this Redevelopment Agreement.
 - b. If requested in writing by Redeveloper, the Township agrees that it will endorse and cooperate on certain applications for Governmental Approvals concerning the Property, where appropriate, at no cost to the Township. Redeveloper shall pay all fees and costs required to apply for any such Governmental Approvals.
 - c. In the event that any contractual provisions required by the Legal Requirements have been omitted, the Township and Redeveloper agree that this Redevelopment Agreement shall be deemed to incorporate all such clauses by reference, and that such requirements shall become a part of this Redevelopment Agreement. If such incorporation occurs and results in a material change in the obligations or benefits of one of the Parties,

the Township and Redeveloper hereby agree to act in good faith to mitigate such changes in position.

PART II REDEVELOPMENT PROJECT

The terms of this Redevelopment Agreement shall survive the execution of this Agreement.

- 1. <u>Project Description.</u> Redeveloper shall redevelop the Project Site by constructing an approximately 811,960 sq. ft. warehouse, a bridge to span Crafts Creek, along with customary site improvements such as roadways, parking, drainage improvements, lighting, landscaping and the like, all as depicted on Exhibit C.
- 2. Redevelopment. The Redeveloper shall redevelop the Property as set forth herein.
 - a. Redevelopment Plan. The Township adopted a Redevelopment Plan by Ordinance. The Project shall be developed in accordance with the Redevelopment Plan and the Site Plan provided by the Redeveloper and attached hereto as Exhibit C. The Redeveloper may request that the Township further amend the Redevelopment Plan as appropriate and necessary to construct the Project, the consent to such amendment which shall not be unreasonably withheld, conditioned or delayed by the Township.
 - Redevelopment Approvals. Redeveloper shall obtain all Redevelopment Approvals b. necessary for the development of the Project at its sole cost and expense, including, but not limited to, all engineering fees, attorney fees and other professional fees, all application and escrow fees, all connection fees, and any other costs related to the design, approval and construction of the Project. The Redeveloper will cause to be prepared and submitted such applications as may be necessary and appropriate for the purpose of obtaining any and all Redevelopment Approvals for the undertaking of the Project, including, without limitation: final subdivisions approvals; final site plan approvals; building permits for the Project; environmental approvals; and any and all other necessary permits, licenses, consents and approval. All of the Redevelopment Applications shall be in general conformity with the Site Plan, the Redevelopment Plan and this Agreement and any and all federal, state, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. Nothing contained herein shall be construed to limit the Redeveloper's rights under the MLUL, including the right to apply for any bulk variances or design waivers deemed necessary or appropriate, but expressly excluding any use variances, provided, however, that the Redeveloper acknowledges that its rights are subject to and constrained by the Redevelopment Plan and this Agreement. All performance guarantees imposed upon the Project by any State, County or Township agency for the Project shall be posted by Redeveloper. It is anticipated that Redeveloper will be required to obtain site plan and/or subdivision approvals from the Township Planning Board, the County Planning Board, County Soil Conservation District, NJDOT, and NJDEP for environmental approvals as needed.

- c. <u>Time for Redevelopment Approvals.</u> Redeveloper shall use reasonably diligent efforts to expeditiously secure, or cause to be secured, any and all Governmental Approvals, and shall carry out the Project in conformance therewith. Redeveloper shall be required to provide the Township with a copy of all applications to, and permits for approval received, together with copies of significant substantive correspondence to or from, any Governmental Body.
 - (1) Prior to being heard on any application for Redevelopment Approvals on the Property, as well as all other times reasonably requested by the Township, Redeveloper shall be available to make a presentation to the Township Committee regarding the Project.
- d. <u>Designation as Redeveloper</u>. The Township designated Redeveloper as redeveloper of the Project on the Property pursuant to Resolution 2020-11-8. For so long as this Redevelopment Agreement remains in effect, Redeveloper shall have the exclusive right to redevelop (and to have others perform same on its behalf) the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement. The Township agrees that, absent an Event of Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper for the Property or any portion thereof.
- 3. Fire Department Contribution. The parties agree and acknowledge that, subject to required governmental approvals, the Project qualifies for (1) a permissible total square footage of 811,960 square feet for the total area of development to be undertaken, and (2) a Long Term Tax Exemption within the meaning of N.J.S.A. 40A:20-1, as described in additional detail below. In consideration of this recognition and acknowledgment by the Township and for additional community benefits, Redeveloper has agreed to undertake to remit a donation to the Franklin Fire Engine Company D/B/A/ Franklin Fire Company No. 1 ("Fire Company") in the form of new equipment. Within sixty (60) days of the Effective Date, Redeveloper will remit to Fire Company a donation, which shall consist of the following equipment: (a) all that certain equipment listed on a quote dated October 11, 2019 from Continental Fire & Safety, bearing Quote No. 19-2590, a true and correct copy of which is attached hereto as Exhibit I, and (b) all that certain equipment listed on a quote dated December 4, 2019, from Lion, bearing Quote No. 405535-0, a true and correct copy of which is attached hereto as Exhibit I. Redeveloper warrants that the Donation is free of any and all encumbrances and that Redeveloper has full legal rights to make the Donation to Fire Company.
- 4. <u>Declaration of Covenants and Restrictions.</u> The Redeveloper shall record a Declaration of Covenants and Restrictions ("Declaration"), a form of which is attached as "Exhibit G," imposing upon the Project Site the agreements, covenants and restrictions, pursuant to the Redevelopment Law at N.J.S.A. 40A:12A-9, including the following Redeveloper Covenants to be observed by the Redeveloper, its successors and assigns and which shall run with the land. The Redeveloper will deliver to the Township a copy of the recorded Declaration as soon as it is available.

- a. <u>Declaration.</u> The following Covenants and Restrictions shall be set forth in the Declaration.
 - (1) Redeveloper shall construct or cause to be constructed or renovated only those buildings and uses that are consistent with the Redevelopment Plan, as amended and adopted by the Township from time to time, and this Redevelopment Agreement, and in accordance with all Governmental Approvals.
 - (2) The Redeveloper shall begin the building of the improvements for those uses within the time set forth herein, which the parties have determined is reasonable.
 - (3) Redeveloper shall not convey, lease, or transfer, nor permit the conveyance, lease, or transfer of any portion of the subject Property, or a substantial interest in the Redeveloper, to third parties prior to the issuance of a Certificate of Occupancy, without specific, written, advance approval by the Township, as set forth in this Redevelopment Agreement in Paragraph 8, which approval shall not be unreasonably delayed, conditioned or withheld by the Township; provided, that Redeveloper may convey, lease or transfer the Property to a Qualified Developer in accordance with Paragraph 8 of the Redevelopment Agreement.
 - Any transfer or other transaction in violation of this Redevelopment Agreement by Redeveloper shall be an Event of Default of Redeveloper and shall be subject to the remedies set forth at Paragraph 11 of this Agreement. In the absence of specific written consent by the Township, no such transfer of the Project Site or portion thereof, or transfer of a controlling interest in Redeveloper, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement; provided, that the conveyance, lease or transfer of the Property and this Redevelopment Agreement to a Qualified Developer shall serve to relieve Redeveloper of its obligations hereunder. The Declaration shall contain a restriction against transfers as set forth in this Paragraph and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Paragraph, the Township shall be entitled to the issuance of an injunction voiding or restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Except as set forth hereunder, the Township agrees to record a Discharge of the Declaration upon issuance of the final Certificate of Occupancy for Redeveloper's Project covered by this Agreement, at Redeveloper's expense.
 - (5) Upon completion of the required improvements, the conditions determined to exist at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.
 - (6) Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, age, national origin,

ancestry, physical handicap, marital status, affectional preference or gender, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Redeveloper itself, or any affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees, or vendees at the Property or any property.

- (7) In the sale, lease or occupancy of the Project, the Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site and/or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.
- (8) The Declaration shall run in favor of the Township until completion of all improvements required under this Agreement and a determination by the Township that the Property is no longer in need of redevelopment.
- b. <u>Effect of Declaration of Covenants and Restrictions</u>. It is intended and agreed by the Parties that the Declaration of Covenants and Restrictions set forth in this Paragraph 4, and elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration, shall be covenants running with the land, and that they shall be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of the Township, and shall be enforceable by the Township, its successors and assigns, and any successor in interest to the Property, against Redeveloper, its successors and assigns and every successor in interest therein.
- c. <u>Enforcement of Declaration of Covenants by the Township.</u> It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township remains or is an owner of any land or interest therein. The Township shall have the right, in the event of any material breach of any such agreement or covenant by Redeveloper, to exercise all rights at law and equity provided for by the Courts of the State of New Jersey.
- d. <u>Termination of Declaration and Redevelopment Agreement.</u> This Redevelopment Agreement and the Declaration of Covenants and Restrictions set forth herein shall remain in effect as to the Project until either the termination of this Redevelopment Agreement in accordance with its terms, or the issuance of the final Certificate of Occupancy for the entire Project, whichever shall occur first. Upon redevelopment of the Property and completion of the entire Project as determined by the Township and by the issuance of the

final Certificate of Occupancy for the Project, this Agreement shall terminate, and the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and the conditions and requirements of the Redevelopment Law shall be deemed to have been satisfied at that Property. Simultaneously with the issuance of such final Certificate of Occupancy, the Township shall deliver to Redeveloper a Certificate of Completion, a form of which is attached as "Exhibit G," in recordable form. Except with respect to any financial obligations still due and owing the Township, and also as expressly provided herein, all representations and obligations of the Parties hereto shall terminate as of the date of the delivery of such final Certificates of Occupancy with respect to the Property. In the event of a conveyance of part of the Property by Redeveloper after the issuance of a Certificate of Occupancy for such parcel, the Township shall issue a Discharge of Declaration for that part of the Property only.

- 5. Redeveloper Covenants: The Redeveloper covenants and agrees that:
 - a. <u>Project Implementation:</u> Redeveloper shall use commercially reasonable efforts to implement the Project, in accordance with the provisions of this Redevelopment Agreement, the Legal Requirements, all Governmental Approvals and all Environmental Laws.
 - b. <u>Financing, Approvals:</u> Redeveloper shall undertake with due diligence: (i) to pursue and obtain the necessary financing for acquisition and redevelopment; (ii) redevelopment of the Project upon securing Governmental Approvals; and (iii) perform each item on or prior to the date set forth in the Project Milestones/Timeline attached hereto as "Exhibit E" (for those items for which commencement dates only may be given, such items shall be completed in a commercially reasonable period).
 - c. <u>Commencement of Construction:</u> Redeveloper shall Commence Construction of the Project in accordance with the Project Milestones/Timeline attached hereto as Exhibit E.
 - d. <u>Certificates of Occupancy:</u> During redevelopment and construction, and upon completion of any building in the Project, Redeveloper shall use diligent efforts to obtain Certificates of Occupancy for completed buildings.
 - e. <u>Change in Redeveloper Status:</u> Redeveloper shall notify the Township of any change from the information previously provided to the Township regarding Redeveloper's financial capability to acquire the Property if such change will affect the Redeveloper's ability to redevelop, finance and construct the Project.
 - f. <u>Expenses:</u> Redeveloper shall acquire the Property, obtain all Redevelopment Approvals and Governmental Approvals, perform any environmental investigation and remediation, and construct the Project at its sole cost and expense.

- g. <u>Surety:</u> Redeveloper shall provide performance and maintenance guarantees or other surety required by the MLUL or any other relevant law. Redeveloper shall provide all inspection escrows as required by the MLUL or any other relevant law.
- h. <u>Affordable Housing:</u> Redeveloper shall be required to comply with the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 et seq., by remitting payment to the Township in an amount equal to either (1) 2.5% of the equalized assessed value of the land and improvements for all new non-residential construction on the Property or (2) 2.5% of the increase in equalized assessed value of the additions to existing structures on the Property to be used for non-residential purposes, as calculated by the Township Tax Assessor (the "COAH Fee"). Redeveloper shall remit payment of half of the COAH Fee prior to the issuance of building permits for the Project, with the balance due prior to the issuance of the requisite Certificate of Occupancy.
- 6. <u>Township Covenants.</u> The Township covenants and agrees as follows:
 - a. <u>Assistance and Cooperation:</u> The Township agrees to reasonably and lawfully assist Redeveloper in the implementation of the Project. The Township agrees that it will use its best efforts, but in all cases without any cost or expense to the Township, to provide non-privileged and non-confidential information in its possession to Redeveloper when such information is needed by the Redeveloper to obtain necessary Approvals, including, but not limited to executing applications for permits necessary for the redevelopment of the Project. To the extent permitted under applicable law, the Township agrees to reasonably support any applications of Redeveloper that are made in accordance with this Agreement.
 - b. <u>Scheduling:</u> The Township agrees to schedule reasonably expedited Township meetings for action on redevelopment applications of Redeveloper for the Project upon timely written notice from Redeveloper to the Township of the necessity of such meetings.
 - c. <u>Non-Interference:</u> The Township shall not take any action intended to delay or prevent Redeveloper from implementing the Project in accordance with the Redevelopment Plan, the Redevelopment Law, and this Redevelopment Agreement.
- 7. <u>Implementation of the Project.</u> The Redeveloper shall construct the Project described in this Agreement.
 - a. <u>Approvals.</u> Redeveloper shall obtain all Redevelopment Approvals and shall obtain all required building permits for the Project which shall not be unreasonably delayed, conditioned or withheld by the Township.
 - b. <u>Time for Completion of Project.</u> The construction of the Project for the Property shall be substantially completed within the time set forth in the Project Milestones/Timeline attached as Exhibit E. The Redeveloper and Township may, if they agree to do so, amend the Project Milestones/Timeline. For purposes of this Redevelopment Agreement, a Certificate of Completion shall evidence and constitute substantial completion.

- c. <u>Inspection.</u> Redeveloper shall permit authorized representatives of the Township to inspect and audit all data and records of the Redeveloper relating to its performance under this Agreement upon at least ten (10) days written notice to Redeveloper.
- Utility Providers. Redeveloper is responsible for all infrastructure, including utilities, water, sewer, electric, gas, storm drains, telephone and cable, and infrastructure completion shall be constructed as required to serve the Project, as directed by the Township. Redeveloper shall be solely responsible to enter into service agreements with those public utilities having jurisdiction to provide water, sewer, electric, gas and telephone services to the Project. The Parties acknowledge that local public utility providers may have certain rights with respect to the Project Site. Redeveloper agrees that it is responsible to undertake the appropriate measures to negotiate with, and attempt to acquire, relocate or otherwise address the existence of utilities and Project and easements therefor, in order to complete the Project pursuant to law. Redeveloper shall consult local public utility providers with respect to all construction and shall take all reasonable and customary precautions to prevent personal injury, property damage and other liabilities related to all utilities above, at and under the Project Site. If in connection with the improvements to be erected on the Property any property owned or used by any public utility must be removed and/or relocated and/or reconstructed, then the cost of such removal and/or relocation and/or reconstruction shall be borne by the Redeveloper if such property owned by such utility is located on the Property, except to the extent that said utility work has been assumed, and guaranteed, by other entities.
- e. <u>Condition of Site.</u> Redeveloper shall keep the Project Site free from any substantial accumulation of debris or waste materials, and shall maintain in good condition any landscaping and amenities as required under as part of the Governmental Approvals.
- f. <u>Certificate of No Default.</u> At either Party's request, the performing Party shall deliver to the requesting Party a Certificate to the effect that the performing Party is not aware of any condition, event or act that constitutes a violation of this Redevelopment Agreement or that would constitute an Event of Default hereunder, and, that no condition, event or act exists that, with notice or lapse of time, or both, would constitute such a violation, or Event of Default, or, if any such condition, event or act exists, the Certificate shall so state.
- g. <u>Certificate of Occupancy.</u> The Redeveloper shall comply with the building codes in effect at the time a Permit is issued, and the Township will not impose additional building standards beyond those required. Upon completion of any building in the Project, as determined by the Township, and upon a determination of compliance with the Redevelopment Plan, Governmental Approvals and Legal Requirements, the Township agrees to issue a Certificate of Occupancy for such building. The Township agrees to undertake all inspections in an expeditious manner.
- h. <u>Certificate of Completion.</u> The completion of the Project shall be evidenced by a certificate of the Township in recordable form ("Certificate of Completion") delivered no

later than thirty (30) days following the Redeveloper's written request for same. A form of Certificate of Completion is attached as "Exhibit G." The issuance of a Certificate of Completion for the Project shall state that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to the Project. The Township shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the Township determines that the Redeveloper is not entitled to a Certificate of Completion, the Township shall provide the Redeveloper with a written statement of the reasons the Township refused or failed to furnish a Certificate of Completion. Upon the Completion of the Project (or any phase thereof) in accordance with the terms of the Redevelopment Agreement, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist.

- i. <u>Tolling Events.</u> The Project Schedule is subject to day for day relief from all Project Milestones/Timeline requirements, except as stated in this Agreement, resulting from the occurrence of a Force Majeure Event or the imposition of an injunction or other action beyond the control of the Redeveloper which prevents the Redeveloper from proceeding (each a "Tolling Event"). The Redeveloper shall notify the Township in writing of any proposed tolling of a Project schedule date necessitated by a Tolling Event.
- j. <u>Execution of Documents.</u> Redeveloper and the Township shall make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and, in general, do all things which may be requisite or proper for the acquisition, construction and redevelopment of the Project in accordance with all necessary Redevelopment Approvals, and other agreements as applicable, and shall perform all obligations thereunder, including being financially able to perform all obligations under the agreements in a commercially reasonable manner.
- k. <u>Compliance with Redevelopment Agreement.</u> Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper, and any of their subcontractors, shall possess the requisite character, skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.
- l. <u>Cooperation</u>. The Parties shall work together, as appropriate, necessary and reasonable, to accomplish the Project, including entering into additional agreements that may be required, and seeking available grants/loans for the Project. Further, the Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates and consents in order to satisfy the terms and conditions of this Redevelopment Agreement. The Township further agrees to cooperate as may be reasonably requested by any mortgagee, lender, or state agency in connection with the Redeveloper (or any transferee) obtaining financing for the Project; provided, however, that all costs and expenses of such cooperation by the Township shall be borne by Redeveloper (or a transferee as the case may be). However, the aforementioned actions shall not result in a material increase in the Parties' respective obligations hereunder, or a material decrease in the Parties' respective rights hereunder.

- m. Access to Property. Redeveloper hereby agrees to allow representatives of the Township construction department and sub-code officials and its agents, officials and professionals, reasonable access to all portions of the Property for the duration of the Redevelopment Agreement. Redeveloper, or its designated agent may accompany the Township representatives.
- 8. <u>Prohibitions Against Assignment and Transfer.</u> Pursuant to the Redevelopment Law at N.J.S.A. 40A:12A-9a, the Redeveloper shall not sell, lease or otherwise transfer the Property or Project, or any part thereof, without the written consent of the Township during the term of this Agreement which consent shall not be unreasonably delayed, conditioned or withheld. The Redeveloper represents and agrees that its undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding.
 - a. The Redeveloper represents and agrees for itself, and its successors and assigns, that except (i) by way of security for, and only for, the purposes of obtaining financing necessary to enable the Redeveloper or any successor-in-interest to the Property, or any part thereof, to perform its obligations with respect to the Project under this Agreement or (ii) any of the purposes set forth in Paragraph 8b of this Agreement, Redeveloper has not made or created, and that it will not, prior to the issuance of a Certificate of Completion, make or cause to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Township, the same of which will not be unreasonably delayed or withheld.
 - b. The following transactions are not subject to the prohibition set forth in this Paragraph 8 and shall not require approval by the Township, however in the case of any transfer contemplated by this Paragraph 8.b, the Redeveloper shall provide the Township with notice fifteen (15) days prior to the effectuation of such transfer, or such notice as is reasonably practicable under the circumstances if 15-day notice is not feasible:
 - (1) Mortgages and other liens and encumbrances for the purposes of financing the costs associated or incurred in connection with the acquisition, financing, refinancing, development and construction of the Project or the conveyance of the Project to any such mortgagee or purchaser at foreclosure or otherwise; or
 - (2) Utility and other development easements; or
 - (3) Any lease or sale of all or any portion of the improved Property for which a Certificate of Occupancy has been issued, with occupancy of the relevant portion of the Project to end users as permitted by the Redevelopment Plan, Zoning Ordinance, and this Redevelopment Agreement; or
 - (4) A transfer of membership or partnership interests in the Redeveloper, such as for the infusion of equity capital or otherwise for, and only for, the purpose of

obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement with respect to completing the Project and any other purpose authorized by this Agreement, provided such transfer does not result in a transfer of a controlling interest in the Redeveloper; or

- (6) Any transfer to a mortgagee or any purchaser at a foreclosure sale and any transfer made by such mortgagee or purchaser; or
- (7) Transfers to any Affiliate; or
- (8) Transfers of any limited partnership interests of less than 10% in the Redeveloper or transfers of any limited partnership interests for estate planning purposes or pursuant to any testamentary document or laws intestate provided that members of those holding beneficial interests in the Redeveloper or members of the same family or any entity controlled by those holding beneficial interests in the Redeveloper or members of the same family, remain, directly or indirectly, the Redeveloper's general partner; or
- (9) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval; or
- (10) Any contract, agreement or assignment with respect to any of the foregoing transactions (including, but not limited to, any assignment of the Redeveloper designation that may be required in connection with such a conveyance).
- c. Redeveloper recognizes that the Township is entering into this Agreement with Redeveloper, after review and approval of Redeveloper's personal representations, qualifications, and the qualifications of the members of the Redeveloper, and, in so doing, the Township is relying on the obligations of Redeveloper for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder. Except for any transfer of this Redevelopment Agreement which has been pre-approved by the Township, the Township considers any transfer of this Redevelopment Agreement that has not been pre-approved in writing by the Township, or a transfer of the controlling ownership of Redeveloper, or any other act or transaction involving or resulting in a significant change in the controlling ownership of or with respect to the identity of the persons in control of Redeveloper, as a transfer that requires written approval by the Township.
- d. Redeveloper shall provide the Township with written notice of Redeveloper's intent to complete an assignment or transfer as identified in Paragraph 8b or Paragraph 8f at least forty-five (45) days prior to such transaction which notice shall include a description of the nature of such transactions, and the name(s) and address(es) of any and all persons, individuals and other entities involved, along with the ownership structure(s) of the assignee or transferee.
- e. Any transfer or other transaction in violation of this Redevelopment Agreement by Redeveloper shall be an Event of Default of Redeveloper and shall be subject to the remedies set forth at Paragraph 11 of this Agreement. In the absence of specific written

consent by the Township, no such transfer of the Project Site or portion thereof, or transfer of a controlling interest in Redeveloper, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Paragraph and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Paragraph, the Township shall be entitled to the issuance of an injunction voiding or restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Except as set forth hereunder, the Township agrees to record a Discharge of the Declaration upon issuance of the final Certificate of Occupancy for Redeveloper's Project.

- f. Notwithstanding the general prohibition on transfers, conveyances, leases and assignments as described in this Paragraph 8, the Parties acknowledge that the Redeveloper may enter into one (1) or more agreements with recognized and qualified developers, as so deemed in the Township's reasonable discretion, to develop elements of the Project and as may be further defined in Paragraph 8g below ("Qualified Developers"). In the event that the Redeveloper seeks to enter into agreement(s) with Qualified Developers for the development of a portion of the Project, the Redeveloper shall obtain the Townships written consent as provided in Paragraph 8g. Any request by the Redeveloper to the Township to permit a Qualified Developer of one or more portions of the Project shall contain sufficient information about the developer(s) to allow the Township to make an informed decision about the qualifications, experience and financial ability of the developer(s) to undertake the subject portion of the Project and such other information as the Township may reasonably require. The Township hereby approves CLPF Mansfield 2 LLC, ("CLPF") a Delaware limited liability company, having an office at 1717 McKinney Avenue, Suite 1900, Dallas, Texas, 75202 or a single purpose New Jersey approved and qualified urban renewal company owned by CLPF, to develop the Project as a Qualified Developer.
- g. With the prior written consent of the Township (which will not be unreasonably withheld), the Redeveloper may effect a transfer of title to all or a portion of the Project to a transferee that has the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken by the Redeveloper (a "Qualified Developer"). Any such transfer, to which the Township may consent, shall be conditioned on the following:
 - (i) any proposed transferee, by instrument in writing reasonably satisfactory to the Township and in recordable form, shall, for itself and its successors and assigns, and expressly for the benefit of the Township, have expressly assumed all of the obligations of the Redeveloper with respect to the portion of the Project transferred and agreed to be subject to all the conditions and restrictions to which the transferor is subject; and
 - (ii) all instruments effecting the proposed transfer shall be submitted to the Township; and

- (iii) any transfer approved by the Township shall release the Redeveloper from any further obligation under this Redevelopment Agreement from and after the closing of the approved transfer as to the portion of the Project so transferred, except as otherwise provided in this Agreement or the transferring documents.
- (iv) Redeveloper shall provide the Township with written notice of any proposed transfer of a portion of the Project to a Qualified Developer and, if required by the Township, the entering into of a separate redevelopment agreement (or an assumption and assignment of this Redevelopment Agreement as to the portion of the Project being assigned) with the Qualified Developer.

9. <u>Indemnification; Insurance.</u>

a. <u>Redeveloper Indemnification.</u>

Except as otherwise provided herein, Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Township Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) of every kind, character and nature arising out of or in connection with Redeveloper's acts or omissions in the exercise of its rights or the performance of its obligations under this Agreement, or the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Property and/or the Project resulting from the acts of Redeveloper, its agents, servants, employees or contractors, including but not limited to: (i) the performance or any failure or delay of performance by the Redeveloper of its obligations under the Redevelopment Agreement, and (ii) the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Property and/or Project and is alleged to have been caused by an act or omission of Redeveloper, its agents, servants, employees or contractors, or to have resulted from a condition of the Property attributable to an act or omission of Redeveloper its agents, servants, employees or contractors; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend Redeveloper, the Agency and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Such indemnity shall not extend to liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, or expenses (including reasonable attorneys' fees and court costs) to the extent that same may result from the negligence or willful misconduct of the Township or the Township Indemnified Parties, or from acts or omissions of the Township or Township Indemnified Parties. Such indemnity also shall not include the actions or inactions of third-parties over whom the Redeveloper does not exercise control, as long as the Redeveloper maintains and enforces commercially

reasonable security measures and commercial liability insurance to protect against such actions or inactions.

- In any event, situation, claim or demand in which a Township Indemnified (2)Party is entitled to receive and desires indemnification by the Redeveloper, the Township shall give prompt Notice of such event, situation, claim or demand to the Redeveloper. Failure to give prompt Notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Township Indemnified Party, unless such failure to give prompt Notice materially substantially impairs the Redeveloper's ability to defend such party. Upon receipt of such Notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Party, including the employment of counsel reasonably acceptable to the Township and the payment of all expenses and the right to negotiate and consent to settlement. All of the Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the indemnified party unless the employment of such counsel is specifically authorized by the Redeveloper and Redeveloper expressly agrees in writing to assume the obligation to pay such additional expenses, which shall not be unreasonably withheld, conditioned or delayed. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Township Indemnified Party in any such action, the Redeveloper agrees to indemnify and hold harmless the Township Indemnified Party from and against any loss or liability by reason of such settlement or judgment for which the Township Indemnified Party is entitled to indemnification hereunder. The Redeveloper shall have the right to settle any such action on terms it deems appropriate provided that a full release of the Township Indemnified Party is obtained and no admission of liability by the Township Indemnified Party is required. In the event the Township Indemnified Party refuses to provide a release of such action, and a final judgment is rendered against the Redeveloper, the Township shall be responsible for the Redeveloper's counsel fees and costs incurred subsequent to the Township or Township Indemnified Party's refusal to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.
- (3) The Redeveloper's indemnity provided under this Paragraph 9a shall survive for a period of two (2) years following the later of: (i) the issuance of the final Certificate of Completion for the entirety of the Project, or (ii) the termination or expiration of this Redevelopment Agreement.

b. <u>Insurance Required.</u>

(1) Prior to the Commencement of Construction of the Project, the Redeveloper shall furnish to the Township evidence of commercial general liability insurance, insuring the Township (as its interests may appear) against losses, costs, liabilities,

claims, causes of action and damages for bodily injury and property damage on all property in the Project Site or related to the construction thereon, in the amount of at least \$1,000,000 single occurrence / \$2,000,000 combined single limit coverage. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, including, but not limited to, claims of subcontractors, however occasioned, occurring during the policy term, and shall be endorsed to add the Township as an additional insured as its interests may appear, and to provide that such coverage shall be primary and that any insurance maintained by the Township shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Township.

- (2) Prior to the Commencement of the Construction of the Project, the Redeveloper shall furnish or cause to be furnished to the Township evidence of Builder's Risk Insurance for the benefit of the Redeveloper, during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the replacement cost (to current building code) of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure(s) insured, and materials in place or to be used as part of the permanent construction.
- (3) All insurance policies required by this Paragraph shall be obtained from insurance companies licensed in the State of New Jersey and rated at least A in Best's Insurance Guide or such lesser rated provider that is proposed by the Redeveloper and is reasonably acceptable to the Township.
- (4) Redeveloper shall use commercially reasonable efforts to provide insurance policies as required by this Paragraph that shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by the Township, (ii) a provision that the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the Township, and (iii) the Township shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Township and shall contain cross liability endorsements.
- (5) The Redeveloper's obligation to maintain insurance pursuant to, and in accordance with, this Paragraph 9b shall terminate upon issuance of a Certificate of Completion for the Project provided that said insurance protection shall include coverage for claims made during the applicable Statute of Limitations.
- 10. <u>Redeveloper's Financial Commitments.</u> Redeveloper shall complete the Project at its sole cost and expense, except as may otherwise be the case in connection with a Governmental Financial Incentive, if any. Redeveloper also agrees that Redeveloper shall submit satisfactory documentation to the Township evidencing Redeveloper's plan to secure the requisite capital

and/or financing in an amount necessary to acquire, remediate and redevelop the Property upon commercially reasonable terms and in accordance with this Agreement (the Township acknowledging that financing commitments may not be able to be secured prior the issuance of certain Governmental Approvals).

- a. <u>Project Costs.</u> All costs of acquisition, Governmental Approvals, Redevelopment Approvals, constructing the Project and redeveloping the Property, including but not limited to application fees, development application fees, review and inspection escrow fees, and otherwise completing Redeveloper's Project, shall be borne by Redeveloper, unless otherwise set forth herein. Redeveloper's estimated Project Costs are set forth in "Exhibit F."
- b. <u>Timely Municipal Payments.</u> Redeveloper shall pay all deposits, escrows, reimbursements, and municipal contribution payments, for the Property to the Township.
- Redevelopment Agreement Escrow. The Redeveloper has established an escrow C. fund in the amount of Ten Thousand Dollars (\$10,000). Activities to be funded by the Redeveloper Agreement Escrow shall include, but not be limited to: in-house professionals, as well as engineer, planner, consultant and attorney fees and costs expended on Township's behalf, for preparation of this Redevelopment Agreement and for the oversight, enforcement and implementation of the Redevelopment Agreement and Redevelopment Plan going forward, and any additional deposits required to replenish said escrow. Thereafter, when the Escrow Fund falls below Two Thousand Five Hundred Dollars (\$2,500) during the term of this Redevelopment Agreement, the Redevelopment Agreement Escrow shall be replenished by another Five Thousand Dollars (\$5,000) by Redeveloper upon demand by the Township. The Township shall provide a monthly statement of account with regard to Redevelopment Agreement Escrow funds, with copies of applicable invoices. Redeveloper shall replenish the Redevelopment Agreement Escrow no later than fifteen (15) days from receipt of a notice of Redevelopment Agreement Escrow or Escrow deficiency, including documentation and accounting establishing any deficiency. Failure of Redeveloper to replenish said account shall constitute a default, and unless this Agreement provides otherwise, any remaining Redevelopment Agreement Escrow shall be returned to Redeveloper after completion the Project, as determined by the Township. Any dispute concerning payment of the Township costs shall be resolved as mutually agreed upon by the Township and the Redeveloper. Disputes regarding the Township Costs shall not constitute a conflict of interest requiring recusal of the professional, and Redeveloper waives any such conflict. After issuance of the Certificate of Final Completion of the Project or upon termination of this Redevelopment Agreement, any money remaining in the Escrow Account shall be disbursed to the Redeveloper.
- d. <u>Real Estate Tax Abatement.</u> In order to encourage and assist the redevelopment of the Property, the Township shall consider the provisions of a Financial Agreement for the development of the Property pursuant to the authority of the Long-Term Tax Exemption Law, <u>N.J.S.A.</u> 40A:20-1 et seq. ("<u>LTTEL</u>"). The Township's election to proceed with a Financial Agreement, and the terms, conditions and covenants of said Financial Agreement, shall be in the Township's sole discretion, subject to financial information

provided by Redeveloper. Township understands and acknowledges that the Financial Agreement is a material inducement to Redeveloper to proceed with the Project. In the event the Financial Agreement is not executed by the Township and Redeveloper by the 90th day following (1) the execution hereof and (2) delivery of the Fire Company contribution described in Part II, Section 3 above, Redeveloper may terminate this Redevelopment Agreement and shall have no further obligations or liability hereunder.

- 11. <u>Default.</u> The Parties shall have the rights set forth in this Paragraph in the event of Default.
 - a. <u>Redeveloper's Default Events.</u> The Township shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each an "Event of Default"):
 - (1) Redeveloper's failure to substantially perform, or a substantial defect in performance by the Redeveloper, of any obligations under this Redevelopment Agreement;
 - (2) Failure of Redeveloper to make any deposit, Escrow, or payment required pursuant to this Redevelopment Agreement;
 - (3) The filing of a Complaint with a Court of competent jurisdiction seeking a determination that Redeveloper is insolvent or the appointment of a receiver;
 - (4) The filing of a voluntary (or involuntary as permitted by law) petition for bankruptcy of Redeveloper;
 - (5) The filing of a complaint in foreclosure against the Redeveloper that is not stayed or dismissed for ninety (90) consecutive days or the issuance of a deed in lieu of foreclosure for any financing in connection with the Project;
 - (6) Redeveloper's failure to pay any real estate taxes, payments in lieu of taxes, or assessments on any real property or any part thereof owned by it in the Township when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any construction lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Township made for such payment, removal, or discharge, within sixty (60) days after written demand by the Township to do so;
 - (7) A notice to the Township by Redeveloper, indicating that Redeveloper has determined not to proceed with the Project, unless Redeveloper has the right not to proceed under the terms of this Agreement;
 - (8) Abandonment of the Project by the Redeveloper or by Redeveloper's successor, assignee, Affiliate or guarantor;

- (9) Failure of Redeveloper to adhere to or meet the deadlines set forth on the Project Milestones/Timeline attached hereto as Exhibit E, as same may be amended with the consent of the Township pursuant to this Redevelopment Agreement;
- (10) Failure of the Redeveloper to replenish the Redevelopment Agreement Escrow when required pursuant to this Redevelopment Agreement; or
- (11) A Transfer of all or part of the Property, or a controlling interest in Redeveloper, without the prior written consent of the Township when required pursuant to this Redevelopment Agreement.
- b. <u>Township's Default Events.</u> The Redeveloper shall have the right to declare the Township in default of this Agreement in the event the Township fails to substantially perform, or there is a substantial defect in the Township's performance, of any obligations under this Redevelopment Agreement (an "<u>Event of Default</u>").
- c. <u>Default Notice.</u> Upon a Party's recognition of an occurrence of an Event of Default, the non-defaulting Party shall notify the defaulting Party in writing that it has declared the defaulting Party in default ("<u>Default Notice</u>"). The Default Notice shall be given by the non-defaulting Party to the defaulting Party, addressed to the individual(s) and address(es) provided in Paragraph 12a herein, and shall state the basis for determining that an Event of Default has occurred. Upon receipt of the Default Notice, the defaulting Party shall have sixty (60) days to cure such failure or defect. In the event that the defaulting Party does not cure the Event of Default as set forth herein, the non-defaulting Party shall have the right to exercise, in addition to all remedies available at law and equity, the remedies set forth below.
- d. <u>Default Rights and Remedies.</u> In addition to all other rights and remedies which the Parties may have at law or in equity upon the occurrence of an Event of Default which has not been cured, the Parties shall, to the fullest extent permitted by law, be entitled to the following rights and remedies:
 - (1) <u>Right to Injunction.</u> In the event of a breach by either party of any of the agreements, conditions, covenants or terms hereof and the running of the applicable cure period, the other party shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.
 - (2) Restoration to Status. In case the either Party shall have proceeded to enforce its rights under this Redevelopment Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to such Party, then and in every such case, the Parties shall be restored, respectively, to their several positions and rights hereunder, and all rights, remedies and powers of Parties shall continue as though no such proceedings had been taken.

(3) Intentionally Omitted.

- (4) <u>Hold Harmless.</u> Redeveloper shall indemnify and hold harmless the Township against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees, disbursements and court costs) of every kind, character and nature, arising out of, resulting from or in any way connected with an Event of Default of Redeveloper.
- (5) <u>Survival Upon Termination</u>. Notwithstanding termination as provided for herein, all of the Parties' rights that specifically survive closing of title or termination shall remain enforceable by the Parties.
- Rights and Remedies Cumulative. The rights and remedies of the Parties, whether provided by this Agreement or by law, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by the Parties of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Event of Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other Event of Default or breach. No delay by the Parties in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that the Parties shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Paragraph because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by a Party with respect to any specific Event Default under this Paragraph be considered or treated as a waiver of the rights of the Party with respect to any other Event of Default under this Paragraph or with respect to the particular Event Default except to the extent specifically waived in writing.
- f. <u>Litigation</u>; <u>Legal Fees.</u> In the event a dispute under this Agreement results in litigation between the parties, the substantially non-prevailing party shall reimburse the substantially prevailing party for legal fees incurred in such litigation.

12. Miscellaneous.

a. <u>Notices.</u> Formal notices, demands and communications between the Township and Redeveloper shall be deemed sufficiently transmitted if dispatched to the addresses set forth below, by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Redeveloper shall be responsible for providing whatever notices it receives from the Township to Redeveloper's successors or assigns, where applicable. Notices may also be sent by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available. Notices, demands and communications shall be sent as follows:

If to Redeveloper:

Florence Columbus Road Urban Renewal,

LLC

5550 Glades Road Suite 5000

Boca Raton, FL 33431

Attn: Alan Margolis

VA Florence Company, LLC 633 West Germantown Pike- Suite 104

Plymouth Meeting, PA 19462

Attn: Steven D. Brand and Jeff Camp

Copies to:

Brian Shemesh, Esq. Giordano, Halleran & Ciesla, P.C.

125 Half Mile Road, Suite 300 Red Bank, New Jersey 07701 bshemesh@ghclaw.com

(732) 741-3900

If to Township:

Michael Fitzpatrick, Administrator

Township of Mansfield 3135 Route 206 South

Columbus, New Jersey 08022

E-mail: administrator@mansfieldtwp.com

Phone: (609) 298-0542

Copies to:

Timothy M. Prime, Esquire

Prime & Tuvel

14000 Horizon Way, Suite 325

Mount Laurel, New Jersey 08054

E-mail: tim@primelaw.com Phone: (856) 273-8300

- b. <u>Non-Liability of Representatives of the Township.</u> No official, officer, professional, employee, agent or representative of the Township shall be personally liable to Redeveloper, Redeveloper's assignee or successor in interest, in the event of any default, breach or violation by the Township, or for any amount which may become due to Redeveloper, its assignee, or successor with regard to any obligation under the terms of this Redevelopment Agreement.
- c. <u>Brokerage Commissions</u>. The Township and Redeveloper each represent to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Township or Redeveloper and each Party shall indemnify and hold the other harmless from any claims of a commission claimed through it.
- d. No Consideration for Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys retained by Redeveloper. Redeveloper further warrants it has not paid or incurred any obligation to pay, and will not pay, any officer, official, agent or representative of the Township, any money or other consideration for or in connection with this Redevelopment Agreement or this Project.
- e. <u>Successors and Assigns.</u> This Redevelopment Agreement shall be binding upon and inure to the benefit any successors and assigns of the Parties hereto.

- f. <u>Exhibits.</u> The Exhibits attached hereto and/or referred to in this Redevelopment Agreement, shall be incorporated herein as though set forth in full.
- g. <u>Titles of Articles and Paragraphs.</u> The titles of the Articles and Paragraphs of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any Agreement provisions.
- h. <u>Severability</u>. If any term or provision of this Redevelopment Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement shall not be affected thereby, and each remaining term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.
- i. <u>Enforcement by the Township.</u> It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, for and in their own right and for the purposes of protecting the interests of the Township and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Township for the period set forth in Paragraph 4 of this Redevelopment Agreement. The Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all rights and remedies set forth in Paragraph 11 hereof.
- j. <u>Enforcement by Redeveloper</u>. It is intended and agreed that Redeveloper and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth by the Township in this Redevelopment Agreement. Such agreements and covenants shall run in favor of Redeveloper for the period set forth in Paragraph 4 of this Redevelopment Agreement. Redeveloper shall have the right, in the event of any breach of such agreement or covenant, to exercise the rights and remedies set forth in Paragraph 11 hereof.
- k. <u>Modification of Redevelopment Agreement.</u> No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and executed by both Parties.
- l. <u>Execution of Counterparts.</u> This Redevelopment Agreement may be executed in one or more counterparts and such counterparts shall constitute one and the same instrument.
- m. <u>Drafting Ambiguities: Interpretation.</u> In interpreting any provisions of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for the Township drafted the initial proposed Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and to contribute to the final form of same.

- n. <u>Time Period for Notices.</u> All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- o. <u>Conflict of Interest.</u> No official, officer, or employee of the Township shall have any direct interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement where prohibited by law.
- p. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey. Any legal action undertaken to enforce this Redevelopment Agreement shall be filed with the Superior Court of New Jersey, Burlington County.
- q. <u>Withholding of Approvals</u>. All approvals, consents and acceptances required to be given or made by either Party hereunder to implement the Project shall not be unreasonably withheld or delayed, unless specifically stated otherwise herein.
- r. <u>Rights Cumulative.</u> All rights and remedies herein or granted to the Parties are cumulative, non-exclusive and in addition to any and all rights and remedies that the Parties may have or be given by reason of any law, statute, ordinance or otherwise.
- s. <u>Entire Agreement.</u> This Agreement shall constitute the entire agreement between the Parties hereto and shall supersede all negotiations, agreements and understandings, written or oral, formal or informal, between the Parties with respect to the Project Site, the Property or the Project, except as may otherwise be provided herein, and any prior agreements are deemed to be merged herein.
- t. <u>No Other Reliance.</u> Each Party represents by execution of this Redevelopment Agreement that it has not relied upon any representations, oral or otherwise, of the other Party or its officers, officials, agents, affiliates, employees or representatives, except for those representations explicitly set forth in this Redevelopment Agreement.
- u. <u>Term.</u> Unless otherwise terminated as provided herein, this Redevelopment Agreement shall remain in full force and effect from the Effective Date hereof until issuance of a final Certificate(s) of Occupancy for the Project, and receipt of all payments required of the Redeveloper have been received by the Township, subject to any survival as set forth in this Agreement, unless the Parties agree in writing to terminate the Agreement, or it terminates by operation of law.
- v. <u>Calculation of Time.</u> Whenever in this Redevelopment Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following that which is not a Saturday, Sunday or legal holiday.

- w. <u>Preservation of Police Powers.</u> Nothing set forth in this Redevelopment Agreement shall be construed to constitute waiver of any Township to exercise its legitimate police powers to the extent necessary to protect the health, safety and welfare of the citizens of the Township.
- x. <u>No Contributions.</u> Redeveloper has not made any contributions to the Township, nor to its officials, that would cause a violation of ethics law, pay-to-play practices, or similar laws.
- y. <u>Interaction.</u> Township and the Redeveloper shall interact with each other in all appropriate respects and shall use their best efforts to effectuate the purposes of this Agreement.
- z. <u>Challenges.</u> In the event any proceeding is commenced by any third party challenging the validity of this Agreement, Redevelopment approvals, remediation, designation of Redeveloper as the "Redeveloper," any Financial Agreement or other Government Financial Incentive, or any aspect of the Township's Redevelopment Plan as it pertains to the Property to be redeveloped or acquired by Redeveloper, the Parties shall interact as appropriate and lawful in defending such action or proceeding, but each Party shall be responsible to pay for its own costs and legal fees associated with such defense.
- aa. <u>No Joint Venture</u>. Nothing contained herein shall be construed as making the Township and Redeveloper partners, joint ventures or agents of each other. The parties have no relationship to each other except as Redevelopment Entity and Redeveloper for the Project. However, the Township reserves the discretion to allow Redeveloper to form a Joint Venture with another Redeveloper(s) of the Property, upon prior written permission by the Township, which Co-Redeveloper would first be required to execute a Redevelopment Agreement with the Township.
- bb. <u>Survival of Covenants</u>. Each covenant and agreement contained herein shall survive any closing(s) of title, until issuance of a final Certificate(s) of Occupancy for all of the buildings in the Project.
- cc. <u>Interpretation and Construction.</u> In this Redevelopment Agreement, unless the context otherwise requires:
 - (1) The terms "hereby", "hereof', "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, shall refer to this Redevelopment Agreement.
 - (2) Words importing a particular gender mean and include correlative words of the other gender.
 - (3) Words importing persons or entities mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability

companies and other legal entities, including public and governmental bodies and natural persons.

- (4) Any headings preceding the texts of the several Articles and Paragraphs of this Redevelopment Agreement shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.
- (5) Unless otherwise indicated, any fees, costs and/or expenses shall be required to be customary and reasonable.
- dd. <u>Lender Protective Provisions.</u> Notwithstanding anything in this Redevelopment Agreement to the contrary:
 - (1) No Termination of Mortgage Default. This Redevelopment Agreement shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the acquisition of Property and/or the construction of Redeveloper's portion of the Project, as though such default or foreclosure had not occurred, subject to the provisions of N.J.S.A. 55:17-1, et. seq.
 - (2) Attornment. As stated above, the Township agrees to reasonably cooperate with any lender selected by Redeveloper that will issue financing for the Project contemplated by this Agreement, including reasonably cooperating with respect to any recognition or attornment documents that be required by any lender. In the event the Township shall fail to respond to the Redeveloper's request with respect to cooperation with Redeveloper's lender within forty five (45) days of the date of said request, then such request shall be deemed as granted.
 - Holder of Financing Not Obligated to Complete. The holder of any (3)mortgage of the Property or any portion thereof securing any financing provided in connection with the acquisition of the Property or the construction of any portion of the Project (including such holder who obtains title to the Property or any part thereof or any interest therein, but expressly excluding any other party who thereafter obtains title to the Property or such part or interest therein from or through such holder or any purchaser at a foreclosure sale, other than such holder), shall in no way be obligated by the provisions of this Redevelopment Agreement to (a) construct or complete the Project, except as necessary to reasonably secure and make that portion of the Property in which such holder obtains an interest reasonably safe, or (b) guarantee such construction or completion; nor shall any covenant or any other provision of this Redevelopment Agreement be binding on such holder, provided that nothing in this Redevelopment Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan or approved by the Township.

- (4) Notice to Mortgagee. Provided the Redeveloper provides the Township with appropriate and up-to-date notice information for any lender or mortgage holder, then whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any Default or Event of Default by the Redeveloper of its obligations or covenants under this Redevelopment Agreement, the Township shall at the same time deliver a copy of such notice or demand to each lender or mortgage holder.
- (5)Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any Event of Default, each holder of any financing secured by the Property or any portion thereof shall (insofar as the right of the Township are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the costs thereof to its mortgage, and shall have an additional thirty (30) days to do so; provided that, if the Event of Default is with respect to the construction of the Project, the holder shall obtain the Township's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project which approval shall not be unreasonably withheld and which approval shall be granted provided the person or entity undertaking construction or completion of the Project has sufficient net worth and creditworthiness and/or loan commitments sufficient to complete the Project. Any such holder who shall complete the Project or applicable part thereof shall be entitled, upon written request made to the Township, to receive the Certificate of Occupancy for the buildings within the Project, or the applicable part thereof, and the Certificate of Completion as set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be executed on the date first above written.

Witness or Attest:

FLORENCE COLUMBUS ROAD URBAN RENEWAL, LLC

Name:

Title: A. Harrise & Synthy

Witness or Attest:

TOWNSHIP OF MANSFIELD and TOWNSHIP OF MANSFIELD COMMITTEE

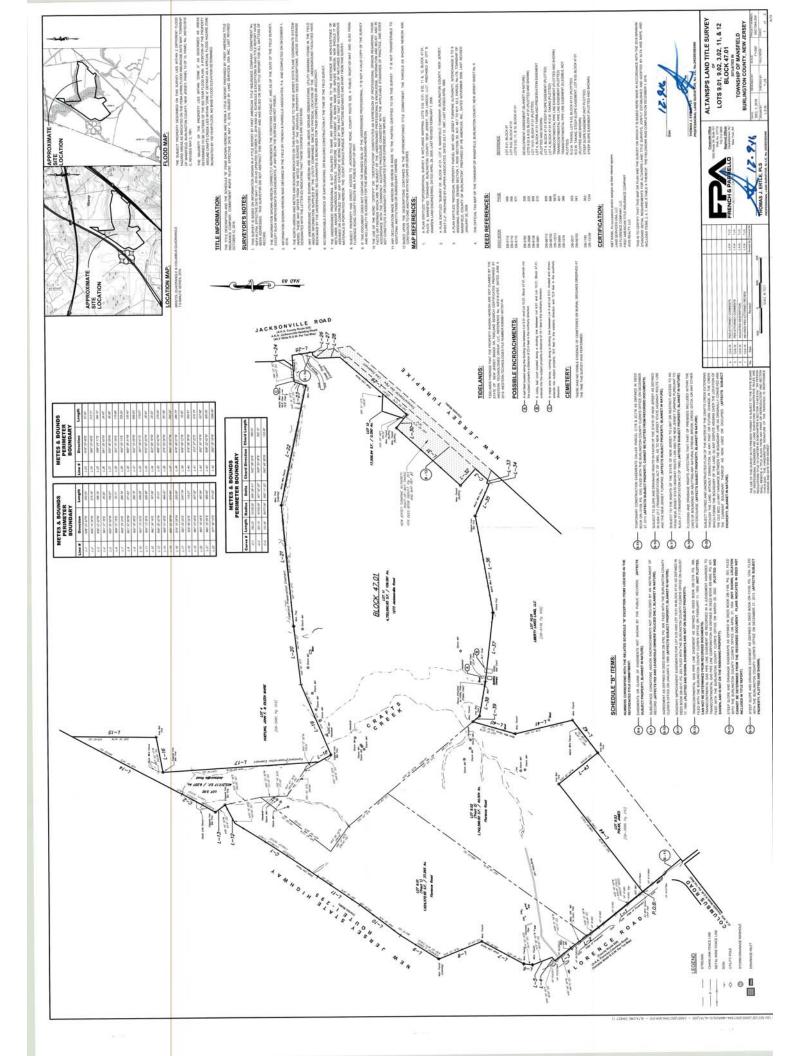
Name:

(LINSA SEMUS Manieipel Cherk

Name:

Title:

EXHIBIT A PROPERTY LEGAL DESCRIPTION



METES AND BOUNDS DESCRIPTION

LOT 3.02 - BLOCK 47.01 TOWNSHIP OF MANSFIELD BURLINGTON COUNTY, NEW JERSEY (DEED BOOK 5110, PAGE 577)

NAT CERTAN TRUCT OR PARICE, OF LAND AND PREMISES STUATE IN TOWNSHE OF MANIFEELD, IN THE COUNTY OF BUSINESTON AND LOT NEW JETSEY, BOUNDED AND DESCHREED AS FOLLOWS. BEDINNING AT A POINT IN THE SOUTHERLY SOUTHE, OF THE PROPOSED ROUTE 295 AND CORNER TO LANDS OF TELIX HOSTING (FORMERLY SMALLE) LIFFING.

- ALONG LANDS OF FELIX HOEFLING (FORMERLY SAMUEL LEPHWOOTT), SOUTH 8 DEGREES 35 MANJTES 40 SECONDS WEST A DISTANCE OF 972.43 FEET TO A POINT, THENCE.
 - BTELL ALONG LANDS OF THE SAME, SOUTH REDGEREES SEMMLTE SECONDS WEST A DISTANCE OF 283 SEPERT TO A POINT THENCE
- ALDHO LANDS OF CALMI JACOBS (FORMERY THOMAS), WOOLMAN, NORTH 22 DEGREES 13 MAN/TES 20 SECONDS WEST A DISTANCE OF 130 SFEET TO A FORT, THENCE STEL ALCHG LANDS OF SAME AND CHOUSING CHAITS CHEEK SOUTH 4 DECREES 22 MANUTES 25 SECONDS WEST A DISTANCE OF 1347'A FEET TO A POINT CORNERS TO HOEFIAND AND IN LINE OF LANDS OF CACUM JACOBS. THENCE
- STILL ALDRO LANDS OF SAME, NORTH AT DEGREES AT MANUTES 30 SECONDS WEST A DISTANCE OF 250.60 FEET TO A PORT, THENCE
- BTILL ALCHG LANGS OF SAME, MORTH & DEGREES 23 MINUTES SECONDE SEATS ADSTANCE OF 211.20 FILT TO A POINT CORNER RANDON SEVERSTEM FORMERLY WILLIAM WARNINGSPIT FORMERLY PRITE ELLIGI THENCE.
- ALOND LAND OF SAME NORTH 3 DEGREES SE ARNUTES SO SECONE WISTS A DOLLANCE OF 2000 FRET TO CORNERS OF RAYBON SENVERSITEM STORMERY WILLIAM WARMFORT AND FRE WARMFROOTT, THENCE.
- ALDINO LANDS OF FREED WARMWINGOME, MORTH 25 DECORDESS MAINTIESS SECONDER WRITS A DISTANCE OF 97-41 FEET TO A PO ON THE SOUTH-BIRY SUCELANE OF THE PROPOSED MOUTE 295 A ALSO IN THE CRANTS CHEEK, PRINCE.
- ALONG THE CURVED SOUTHERLY SICKLINE OF PROPOSED HOUTE 285 ON A CURVE TO THE LEFT WITH A RADIAS OF 10.135.09 FEET, AN ARC DISTANCE OF 200.71 FEET TO A HON'T OF TRAGENCY; THENCE STILL ALONG THE SOUTHERLY SIDELINE OF THE PHIOMOSED ROUTE ODGS HOSPITH AD DICIONALISES AN MARTIES SO BECOMING EAST A DISTANCIA COLOROGOME STOTY OF THE REACH OF RECEIVED.

METES AND BOUNDS DESCRIPTION

LOT9 82 - BLOCK 47 81 TOWNSHIP OF BALCK 47 81 BURKHANTON COUNTY, NEW JERSEY (DEED OOK 511, PAR SERVEY AL THAT CETAM PRECED ON 511, PAR SERVEY AL THAT CETAM PRECED ON 511, PAR SERVEY (DEED ON 511,

electorates, A. Nordit On the SARIDAY SERVING AN OPEN-COLUMBUS RICHOLOGY ON WHERE THE AME IS PRINCECTION FOR THE PROPRIES LIVE BY THE MENT OF THE AME IS ATTRIBUTED TO WENGE MAP OF THE ECOLUM AND OUT SO IS, INCOCK AT, MANERALD TOWNERS OF THE WORTH AND STRUM AND DESIRED TO WENDER THE EXAMPLE.

- NORTH 30 DEGREES 40 MB POINT; THENCE
- NORTH 43 DEGREES 35 MAN/TES EAST 196420 FEET TO A FORM ON THE DYNORM, LANE STREET, LOT 11, BLOCK 47, MANSFELD TOWNSHIP TAX MAN ON THE EAST AND LOT 92, BLOCK 47 MANSFELD TOWNSHIP TAX MAN ON THE MAST THE MAN. ALONG THE SAME NORTH 29 DEGREES 31 MANUTES SECONDS 116.00 FEET TO A POINT, THEN
- ALONG THE SAME SOUTH 31 DEGREES :
- BOUTH 23 DECREES 51 MAJTES 25 SECONDS WIST 352.51 FEET TO A MONUMENT, THENCE
- 907H 4 SEGNEES 14 MANUES 42 SECONDS EAST 40% A FEET TO A PORT AF HE DAYS A FEET TO A MANUES LED TO THAN EAST A TAMBET TOWNS TO THAN EAST A TAMBET TOWNS TO THAN EAST A TAMBET TO TOWNS TO THAN EAST A TAMBET TO THE MANUES TO THE MANUES TO THE MANUES TO THE MANUES AND THAN EAST A TAMBET TO THE MANUES AND THAN EAST A TAMBET TO THE MANUES AND THAN EAST AND THAN EAST AND THE MANUES AND THAN EAST AND THE MANUES AND THAN EAST AND THAN EAS

1 (PARICEL A)

- ALCHO THE SAID EASTERLY SIDELARE OF FLORENCE COLLINBUS ROAD NORTH 30 DEGREES AS MINJTES OS SECONDS WEST AROST PLEET TO A FORK! THENCE
- ALONO THE SAME NORTH 28 DEGREE TROSPERT TO A POINT: THENCE
- ALCNG THE SAME SOUTH 31 DECREES 53 MAILTES 10 RECOM-891.17 FEET TO A MONIMENT, THENCE
- SOUTH 23 DEGREES 51 MAJUES MONUMENT, THENCE
- BOUTH IS DECREES 14 MANUTES 42 SECONDS EAST 478 74 FEET TO A PORT OF THE UNIVENS. USE ETHEREN LOT TOM, BLOCK 478, MANUSHILD TOWNSHIP TAX MAP ON THE SOCITH AND LOTT 40; BLOCK 47 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 47 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 47 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 47 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 47 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 48 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 48 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 48 MANUFILD TOWNSHIP TAX MAP ON THE MONTH, THENCE 49 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 49 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TOWNSHIP TAX MAP ON THE MONTH THENCE 40 MANUFILD TAX MAP ON THE MONTH THENCE 40 MANUFILD TAX MAP ON THE MONTH THENCE 40 MANUFILD TAX MAP ON THE TAX MAP ON THE MONTH THENCE 40 MANUFILD TAX MAP ON THE TAX MAP ON THE MONTH THENCE 40 MANUFILD TAX MAP ON THE TAX MAP ON THE MONTH THENCE 40 MANUFILD TAX MAP ON THE TAX MAP O

 - ALONG THE SAME SOUTH 60 DEGR 327 SEFEET TO A POINT: THENCE
- NORTH 30 DEGREES 40 MALTES WEST 400.00 FEET TO A POINT. THENCE.

METES AND BOUNDS DESCRIPTION

LOT 9.01 - BLOCK 47.01 TOWNSHIP OF MANSFIELD BURLINGTON COUNTY, NEW JERSEY (DEED BOOK 5110, PAGE 588)

TRACT 1: AS TO PORTION OF LOT 8 MNOWN AS LOT 8.01 AS SHOWN ON MYLLMMANN SKETDERS PASS TO SPERMED BY NUMBER ASSOCIATES SHOULD SHALL NUMBER ASSOCIATES MANUFOL SHALL DEFINED SHALL OF RELIGIONS AT ON TAX MAD OF MANUFILLS.

COLUMBIS SOLD A F PORT OF THE GASTER'S CUSTOR. COLUMBIS SOLD SE OF THE COLUMBIS SOLD SE SOLD S

- MOSENTA 20 DEGETERS 42 MANATES DO SECONDS MEST ENDOTT FEET TO A POPAT.
 THE SALD-POPAT TO SECONDS WISS THE BEST TO THE SALD-POPAT.
 SERVICE THE SECONDS WISS THE
- ALONG THE SAID EASTERLY SIDELINE OF TLONENCE-COCUMBLE ROAD MORTH SE DEGREES STAMMERS AS SECONDS WEST-187,11-FEET TO A PONT; THENCE
 - ALONG THE SAME WORTH NO CONTEST AND MAINTES ON SECONDS 146.0 × TREET TO A POINT WHERE IT HE SAME INTESTIGATION SOUTHWEST HE WAS A MOUNTED THE SAME THE CALLONWAY SOUTHWEST HE NOT STREAM THE SOUTHWEST HE SOUTHWEST SOUTHWEST HE SOUTHWEST SOUTHWEST SHEEF THE THE THE SAME NOT THE SAME T
- NORTH SE DEGREES 25 MIN POWT; THENCE

 - NORTH 13 DEGREES ON MANUTES OF SECONDS WEST 185 ST FEET STORY, THENCE NORTH, 14 DEGREES 20 MANUTES OF SECONDS EAST 19.71 FREET POWIT THENCE
- - NORTH 14 DEGREES 50 MANUTES 14 SECONDS WEST 371,43 FEI POINT; THENCE NORTH SEDELISTIS OF MAY, HOND; THENCE
- NORTH 39 DEGREES 46 MAU/TES 40 SECONDS EAST 340.75 FEE POINT, THENCE
- NORTH 44 DEGREES SO MINUTES: 15 SECONDS EAST 406,29 FEET 1 POINT; THENCE
- NORTH ALDEGREES SO MAUTER 20 DECONDS EAST 405 99 FEE PORT OF CURVE. THENCE
- 11. ON A 18,135 GO FOOT RADIUS CURVE TO THE LEFT TOKED FEE. FORMS, THERICE.
- OVERTHY DECEMBER 19 MANUELS OR SCORDED, SUTLIFFOR PETER POINT WHERE THE JAME IS HETERGETED BY THE DAYCHES HETHERN LOT M. RICK A.P. MANGETED TOWNSHIP TAX MAN ON THE WEST THENCE.
- 13. ALONG THE SAME BOUTH 3 DECRETS 52 MINUTES SO SECONDS 280 DD TEST TO A POINT ON THE MOST MORPHER, Y BOUNDARY OF LOT 11, BLOCK 47, MANSFELD TOWNSHIP TAX MAP, THENCE
- 14. SOUTH 45 DEGREES 42 MINUTES TO SECONDS WEST TOT SO FEET TO POINT ON THE MOST MOST MINUTES TO SECONDS TABLE TO THE MOST MOST MOST MOST TO THE MOST SOUTH SOUTH
 - 16. ALONG THE SAME GOUTH 31 DEGI 427 83 FEET TO A PONT, THENCE
 - SOUTH 43 DEGREES 35 MANUTES WEST 1994 25 FEET TO THE AND PLACE OF BEGINNING.

EING THE SAME PREMISES WHICH JOHN L. A. BOND BY DEED GATED MOUST! THE SAME PREMISED BY DEED GATED BY MAKEN THE DAY OF THE DEED BY MAKEN THE SAME PRIME AND CONVEYIND LINTO AMORS PICK IN HE AND CONVEYIND LINTO AMORS PICK IN THE SAME IN THE

METES AND BOUNDS DESCRIPTION

LOT 12 - BLOCK 47.01 TOWNSHIP OF MANSFIELD BURLINGTON COUNTY, NEW JERSEY

EGOMMON AT AURY SPESSY TREMPORT AUTHORITY MONIMURY LOCATED ON THE SOCIMPRESTRING DAYRONG LINE SERVICEM THE RIEM SERVE TAMPONE AUTHORITY ROUNT OF WAY AND LOT 3. BLOCK 4715, LOCATED IN THE CONNESSY OF AMANERELL, BORLINGTON COURTY, ARW JERSEY AND DIAMENSY THENCE.

- MORTHMESTERS NOTH 80 DECREES 30 MINUTES ST SECOND.

 INTEL A DESIGNED CO 9.12 FEBT. TO A PORT ADMOST THE DOTORS

 LINE BETWEEN THE MAY ARREST THOMPOSE ANTHOGEN THEM TO

 THE AND ATT IN THE CONTRACT AND ADMOST THEM TO

 OF MANDETED, SPAINTED CONTRACT AND THE TO DIVIDING

 OF MANDETED, SPAINTED CONTRACT AND SECOND.
- NORTHEASTERLY, ALONG THE DIVIDING LINE BETWEEN LOT 11 MID LOT 12, BLOCK 47:01, MIRTH IB DIGIBLES 33 MINUTES 48 SECONDS, A DISTANCE OF 184.52 FEET, TO A POINT, THENCE
- CONTRESTED AND ALCAC SAME BUTTON BE CONTRESTED AND AND ALCAC SAME BUTTON FEET TO A PORT A DOS NACE OF 1984 PEET TO A PORT A DOS NACE OF 1984 PEET TO A PORT A PORT
- DOUTHWESTERLY, RUNNING ALONG THE DOVIDEG LINE BETWEEN TO NEW AEGEST TURNINGWER, AUTHORITY RIGHT OF WAY AND LOT BE COS. 47 01, SOUTH 40 DEGREES IN MINUTER 13 SECOND WEST. DISTANCE OF 233.31 FEET, TO THE PLACE AND POINT OF BECOMING

METES AND BOUNDS DESCRIPTION

- LINEARD ALOND THE DIVIDING LINES OF LOT 11, IR, DOX. JJ B., TOWNSHIP OF MANEY ILIA, INDEX, MAY ARE STORY AND THE TOCHET OF MAY LINE OF THE YEAR JURISET TURN ACTION IN THE POST TOWNSHIP. SOUTHEASTERLY, SOUTH BE DEGINER TO FORT, THOROGO
 - SCUTHWESTERN, BOUTH IS DECINED A 45 FEET, TO A POINT, THEWOLD SOUTHWESTERN, SOUTH IS DECINE AS DE FIRST, TO A POINT, THEWESTERN, THE A POINT, THE PRINCE.
 - SOUTHEASTERN, SOUTH, SEGRESS SA MINISTER STREET, TO A POINT, THENCE

 - SOUTHWESTERLY, SOUTH 40 DEGR TOS SAFEET, TO A POINT, THENCE
- SOUTHEASTERLY BOTTH 47 DEDRITS BY MINUTES BY BECONDS EAST, A DISTANCE THEIR THEIR TO A FORM OF CASHASES THEIR CE. SOUTHWESTERS Y, SOUTH AS DESPRESS 10 MALTES DS BECONDS WEST, A DE BRISS FEET, TO A PONCT, THEMCE
- ALDIGA A CLIRME TO THE LISTY HAVING A RADIUS OF 3877-36 FEET, AN ARC LENGTH 133 RECEIT, AN ARC LENGTH BLANKER, AND A CHICK SHARMER AND DETAINED, AND EXPONENT A DEGREES AS MANATER 32 SECONDES, AND A CHICK SHARMER AND DETAINED OF SOUTH A DEGREES AS MANATER 38 SECONDES WITH DESTANDANCE OF TAXAS WEST, YOU MONITY SHOWS.
- ALONG ALONG THE DAYDNG LINE OF LOT 11, BLOCK 47 BI AND LOT 16 BLOCK 47 BT.
 COMBINE OF MANIFELLIA, BURLING TO COUNTY, NEW JERGY, THE FOLLDWING (T) 50'Y
 COUNTRY.
- SOUTHWESTERLY, SOUTH 79 DESIGNATION OF THE MACE. THE MACE. THE MACE. NORTHWESTER, Y. NORTH ES DES SEE 22 FEET, TO A YOMT, THENCE
 - NONTHANESTERLY, NONTH-79 DES 280-75 FEET, TO A FONT, THENCE
- NORTHWESTERLY, REARING ALONG THE OVERNO LINE OF 1019 BUT AND BLIS, BLICK AT AT 11 TOWNSHIP OF MANAGEMED, DRISH, BRICK COUNTY OLOWATY THE REPORT BUT THE STREET HIGHER BUILDINGS IN MANAGEMENT SEED OFFICE. TO A POWET THE WAY.
 - NORTHELASTELLY, ALONG THE SAME, MORTH 37 DEGREES 29 MINUTES 29 BECONG SECUNDACE OF THE 69 FEET, TO A POINT, SAUD POINT BEING THE COMMON COPING 9 0.0. LETS 300, AND LOFT TE BLOCK OTTO. FORMSHIP OF MINISTELL BUILLINGTON MINY ARREST, THENCE
- SOUTHWASTERY, REPRIND ALONG SAME, SOUTH 4S O BAST A DISTANCE OF 295 80 FEET, TO A FORT, THENCE
- SOUTHEASTERLY, REMARKS ALONG SAME, BOUTH 28 DX EAST, A DISTANCE OF 245 SPREET, TO A FORM!, THEINGS
- SUMMED ALONG THE DIVIDING LIME OF LUT A BLOCK AT OF AND LUT 11, BLOCK AT ST. OF MANDETELD, BURGANITON COUNTY, NEW JERSEY, THE FOLLOWING IN BIX COURSE 24 NORTHEASTERLY, MORTH ST DESPIES IS MINUTES AS SECONDS EAST 607 REPERT, TO A POINT, THEMER
- MONOPENATER, T, NORTH ID DEDRIES, 18 MANUTES 48 (65) 407 94 FEET, TD A POINT, THENCE

- - NORTHWESTERLY NORTH IN DECREES IS MAUSTED AS A PROPERTY TO A HOME, THENCE

- - HORTHWESTER, F., MORTH, 79 DESPESS IS MAUTES, 22 20:44 FEET, 10 A POINT, THENCE
 - 14. BOUTHWITTEN, V. BOUTH, 23 DEGREES 59 MAN,TES 18. BECONDO WEST, A DRI AND FEET, TO A VORTH BEACH. 23. DOSTIMETENDAY, NOTHIN BEACH. 21. SOSTIMETENDAY, NOTHIN BEACH. 21. SOSTIMETENDAY, TO A FORE, THEREOF.
- NORTH-MIRETER, Y. MORTH SE DESPETE DE MANATER, SE DECONOS WEBT, A. DETAMO, NORTH, THE DESPETE SALD HOW TIEND THE COMMON REQUESTY CONNER OF LOT LOT SEEL, MAS LOT Y. BLOCK APR. TOWNSHIP OF MANASTELL BURLWISTON CON-NEW ARRENT, THENCE.
- INCREMENTALY ACRES THE DISTRIBUTION LINE OF BUT BUT HAD LOT 11. RUCKLA AT SIT. TOWNSHIP OF WANDFILLE, BANGERS OF SIT. BUCKLES IN MANUFACTOR AS DISTRIBUTION COMMITY, FOR ADMITY SIT. TO ACCOUNT, THE MANUFACTOR AS DISTRIBUTION OF SIT. TO A POST THE MANUFACTOR AS DISTRIBUTION.
 - SOUTHEARTERLY, RUMBERS ALCHO, THE DOVIDED LIBE OF LOT 3-12 AND LOT 11, INCO-AT OIL TORNINGS OF MARKETERS INTERMEDIATE OCCUPATIVE WARRET SOUTH OF DEGREES 14 MARKET IS A SECONDER GAST, A DISTANCE OF 2-13 HTML. TO A PORT, THE WAS

- NORTHICKLY, SOUTH IN DEDICES IS MALTES SESSEN

FOR THE PERIMETER BOUNDARY LINES OF: LOTS 9.01, 9.02, 3.02, 11, 8.12 - BLOCK 47.01 TOWNSHIP OF MANSFIELD BURLINGTON COUNTY, NEW JERSEY AS SURVEYED METES AND BOUND DESCRIPTION

- MORPHENISTRIN ALONG THE LACTRICE UNIT OF YCORRIGH ROAD, COUNTY ROUTE GOS, AND THE WYSTRIEU UNIT OF THE SIG, RECORD OF GO, ON A COUNTRY OF MORPHEN IN BEGINESS 22 MONETIFS AS SECONDS, WITCH, A DESANCE OF 46,025, THE TO A POWER THE THE SIGNATURE.

Application of the account of about 19 organizes on enactity 13 stronds within a stratument of the operation of the account of t

AND LOT SLOL, BLOCK 42-01, TOWNSHIP OF INANOFBLD, RUSH SHCHOW COUNSES.

The start of the statement and meeting of statement is about 10 for start is portreated of the statement and meeting of pank virtual parameters from the statement of the statement is not expected in the statement.

ALTANSPS LAND TITLE SURVEY
LOTS 9.01, 9.02, 3.02, 11, 8.12
BLOCK 47.01
TOWNSHIP OF MANDELLD
BURLINGTON COUNTY, NEW JERSEY THOMAS J. ERTLE, PLS

14 K

USS THAT ATTORNEY COMMENTS
COST TO A TOTAL DESCRIPTION
COST TO A TOTAL DESCRIPTION TO A TOT

EXHIBIT B REDEVELOPMENT PLAN

Redevelopment Plan Interstate 295 and Florence-Columbus Road Area Mansfield Township, Burlington County, New Jersey

Block 44, Lots 1, 2, 4 and 5.01; Block 45.01, Lots 2.01, 2.02, 3.01, 3.02, 4, 5, 6, 7 and 8; Block 45.03, Lot 1; and Block 47.01, Lots 3.02, 9.01, 9.02, 9.03, 10.01, 10.02, 11 and 12.

> Prepared for: The Township of Mansfield

Prepared by:
Burlington County Bridge Commission
Department of Economic Development and Regional Planning
Revised November 2015

Mark A. Remsa, AICP, PP, ASLA, LLA Director of Economic Development and Regional Planning New Jersey Professional Planner License No. 33L100403900

The following staff also contributed to the completion of this study: Linda Wong, GIS Specialist

An original copy of this document is signed and sealed and filed with the municipal clerk.

INTRODUCTION

A. Purpose

In <u>N.J.S.A.</u> 40A:12A-7a., the Redevelopment and Housing Law (RHL) provides "[n]o redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, or in both..." The Township of Mansfield plans to undertake redevelopment activities within the redevelopment area delineated in a preliminary investigation establishing parcels known as Block 44, Lots 1, 2, 4 and 5.01, Block 45.01, Lots 2.01, 2.02, 3.01, 3.02, 4, 5, 6, 7 and 8, Block 45.03, Lot 1 and Block 47.01, Lots 3.02, 9.01, 9.02, 9.03, 10.01, 10.02, 11 and 12 as a redevelopment area.

Pursuant to Resolution 2004-126 adopted by the Township Committee, the Mansfield Planning Board was directed to conduct a preliminary investigation to determine whether Block 44, Lots 1, 2, 4 and 5.01, Block 45.01, Lots 2.01, 2.02, 3.01, 3.02, 4, 5, 6, 7 and 8, Block 45.03, Lot 1 and Block 47.01, Lots 3.02, 9.01, 9.02, 9.03, 10.01, 10.02, 11 and 12 should be designated as a redevelopment area. On October 23, 2004, the Planning Board held a public hearing on preliminary investigation, found the area to qualify as an area in need of redevelopment and recommended the Township Committee adopt the preliminary investigation designating the area as an area in need of redevelopment. On March 23, 2005, the Township Committee adopted Resolution 2005-3-15 establishing certain parcels delineated in the Investigation to be a redevelopment area.

Subsequent to determining the area delineated in the Investigation to be a redevelopment area, the Township Committee prepared this Redevelopment Plan (Plan) according to the requirements set forth in N.J.S.A. 40A:12A-1 et seq.

B. Definitions

The following definitions, which are set forth in <u>N.J.S.A.</u> 40A:12A-3 of the RHL, are pertinent to this redevelopment plan:

<u>Redevelopment</u> -- means clearance, replanning, development and redevelopment; the conservation and rehabilitation of any structure or improvement, the construction and provision for construction of residential, commercial, industrial, public or other structures and the grant or dedication of spaces as may be appropriate or necessary in the interest of the general welfare for streets, parks, playgrounds, or other public purposes, including recreational and other facilities incidental or appurtenant thereto, in accordance with a redevelopment plan.

<u>Redevelopment area</u> or <u>area in need of redevelopment</u> -- means an area determined to be in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6)... a redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

Redevelopment Plan -- means a plan adopted by the governing body of a municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or an area in need of rehabilitation, which plan shall be sufficiently complete to indicate its relationship to definite municipal objectives as to appropriate land uses, public transportation and utilities, recreational and municipal facilities, and other public improvements; and to indicate proposed land uses and building requirements in the redevelopment area or area in need of rehabilitation, or both.

<u>Redevelopment Project</u> -- means any work or undertaking pursuant to a redevelopment plan; such undertaking may include any buildings, land, including demolition, clearance or removal of buildings from land, equipment, facilities, or other real or personal properties which are necessary, convenient, or desirable appurtenances, such as but not limited to streets, sewers, utilities, parks, site preparation, landscaping and administrative, community, health, recreational, educational, welfare facilities.

<u>Rehabilitation</u> -- means an undertaking, by means of extensive repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need or rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area.

C. Organization of Redevelopment Plan

The redevelopment plan is presented as the following sections:

- I. Identification of redevelopment area
 - a. Identification of properties
 - b. General description
- II. Redevelopment plan outline
 - a. Relationship to local objectives
 - b. Proposed land uses and building requirements
 - c. Temporary/permanent resident relocation
 - d. Identification of proposed property acquisitions
 - e. Relationship to intergovernmental planning
- III. Affordable housing provisions
- IV. Relationship to municipal development regulations
- V. Local master plan consistency

I. IDENTIFICATION OF REDEVELOPMENT AREA

A. Identification of Properties

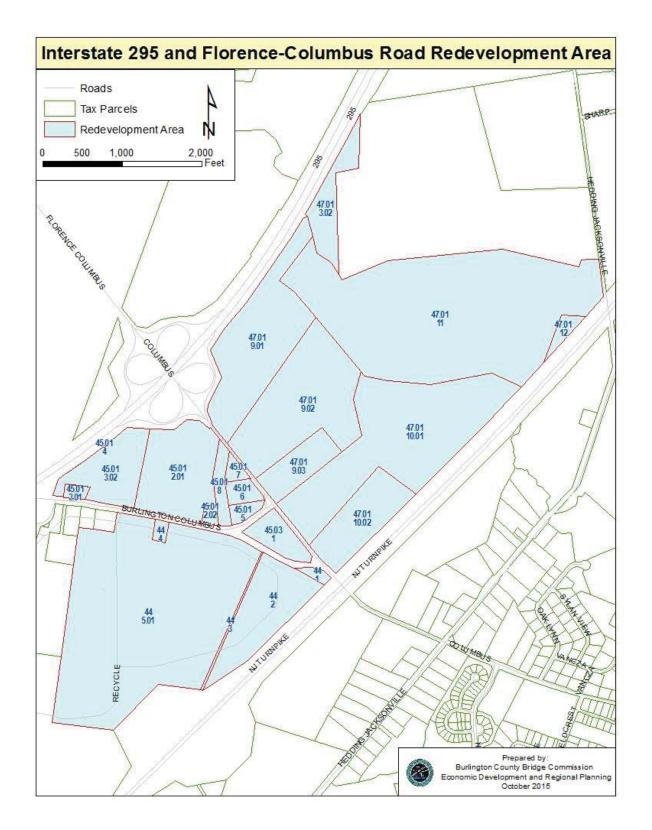
The following properties identified by block and lot numbers as assigned by the Tax Assessor of the Township of Mansfield are located within the proposed redevelopment area:

<u>Block Number</u>	<u>Lot Number(s)</u>
44	1, 2, 4 and 5.01
45.01	2.01, 2.02, 3.01, 3.02, 4, 5, 6, 7 and 8
45.03	1
47.01	3.02, 9.01, 9.02, 9.03, 10.01, 10.02, 11 and 12

The map at the end of this document graphically portrays the foregoing block and lot numbers based on Mansfield Township tax map sheet no. 9.

B. General Description

The redevelopment area, which contains over 520 acres, is located in the western portion of Mansfield Township at Interchange 52 of Interstate 295 (I-295) in the vicinity of the municipal boundary with Florence Township. Interchange 52 is a full interchange with connections to Florence-Columbus Road (County Route 656). Columbus Road (County Route 543) intersects County Route 656 in the southern portion of the redevelopment area. Within the redevelopment area is a mix of industrial, institutional, governmental, agricultural and commercial uses. One of the dominant land uses is the Burlington County Solid Waste Facility which contains a landfill and transfer station. Another dominant use is the former Vanco facility, which is a former industrial use that is now vacant. During the aftermath of Super Storm Sandy, the Vanco property was used as temporary storage for automobiles that were damaged during the storm. The site is clear of the damaged vehicles and lies fallow. The commercial use is the New Jersey Renaissance Faire, which is a non-conforming use in ODL Office, Distribution, Laboratory zoning district that corresponds with the redevelopment area.



II. REDEVELOPMENT PLAN OUTLINE

A. Introduction

In <u>N.J.S.A.</u> 40A:12A-7a., the LRHL requires all redevelopment plans to "include an outline for the planning, development, redevelopment, or rehabilitation of the project area..." The LRHL requires the outline to indicate the following information:

- 1. The relationship of the redevelopment plan to definite local objectives;
- 2. The proposed land uses and building requirements in the redevelopment area;
- 3. Adequate provision for temporary and permanent relocation of residents from a project in the redevelopment area, as necessary;
- 4. The identification of property located in the redevelopment area which is to be acquired according to the redevelopment plan; and
- 5. The relationship of the redevelopment plan to intergovernmental planning.

This section of the redevelopment plan provides an outline that includes the foregoing requirements.

B. Relationship to Local Objectives

N.J.S.A. 40A:12A-7a.(1) requires the redevelopment plan to indicate:

Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

The Township of Mansfield Planning Board reexamined the master plan for the Township of Mansfield and adopted a new master plan in 2001. The Planning Board of Mansfield Township is currently reexamining this master plan.

1. Master Plan Objectives and Policies

The 2001 master plan provided the following objectives and related policies for the Township's planning, development and land use programs:

- a. To protect the rural landscape of the Township through the preservation of significant, productive agricultural and other open lands.
- b. To preserve the historic town character and charm.
- c. To provide a comprehensive recreation opportunity to all Township citizens through the creation of an effective and integrated network of recreation facilities.
- d. To encourage the development of economic non-residential uses appropriate in location, type and scale which will complement and not conflict with the

- planning and zoning goals of the Township.
- e. To encourage, control and direct the extension of public infrastructure, namely, water and sewer service, to appropriate areas of the Township in order to achieve the goals of this Master Plan while preventing the unintended expansion of development-inducing infrastructure which is inconsistent with this Master Plan.
- f. To require the use of effective design standards which result in pleasing and compatible development for both residential and non-residential developments.
- g. To provide for a sound and integrated pattern of development which minimizes the potentially negative impacts of traffic on all communities within the Township.
- h. To effectively meet the need for expanded community services resulting from planned development.
- i. To recognize the need to protect the equity interests of the farmland owners whose use of the land for agricultural purposes has defined Mansfield Township's identity as a rural farming community.

The following discussion explains the relationship of the redevelopment plan to the foregoing objectives and related policies:

- a. The Township of Mansfield is in the process of preparing a transfer of development rights (TDR) program to balance the protection and preservation of agricultural and open lands with the development of the municipality. While the redevelopment area partially consists of agricultural lands, it is planned for industrial growth because of its close proximity to Interchange 52 of I-295 for vehicular access and the Burlington County Solid Waste Facility that has an active landfill which is undesirable for nearby lands to be developed with residential uses. In essence, redeveloping the area with industrial uses while balancing growth and preservation throughout the municipality with a TDR program achieves the objective of preserving "significant, productive agricultural and other open lands."
- b. The redevelopment plan concentrates on an area of Mansfield Township that lacks historic resources and is separated by almost two miles from Mansfield's historic Columbus Village. The objective of preserving Mansfield's "historic town character and charm" is irrelevant to the redevelopment plan.
- c. The focus of the redevelopment area is to encourage industrial development. The objective of providing recreational opportunities to Mansfield residents is irrelevant to the redevelopment plan.
- d. The redevelopment plan encourages "the development of economic non-

residential uses appropriate in location, type and scale which will complement and not conflict with the planning and zoning goals of the Township" thereby achieving this objective of the master plan. The redevelopment area is the appropriate location for large-scale office, industrial and laboratory development given its location next to the interstate highway interchange and the County's solid waste facility, which covers over 100 acres. The redevelopment plan provides for these types of non-residential development.

- e. The redevelopment plan contemplates the extension of water and sanitary sewers to serve development in the redevelopment area, which is one of the few areas of Mansfield that is intended to receive such infrastructure. The redevelopment area is designated Planning Area 2 Suburban (PA2) in the 2001 New Jersey State Development and Redevelopment Plan. Areas designated PA2 are intended to be served by water and sanitary sewer infrastructure.
- f. The redevelopment plan applies the zoning and design standards of Mansfield Township's land use legislation Chapters 16B, 19A, 22, 27, 41, 44A, 48, 50, 60A, 60B, 63A and 65 to the development of the redevelopment area.
- g. The redevelopment plan provides for "a sound and integrated pattern of development which minimizes the potentially negative impacts of traffic on all communities within the Township" by planning for direct access to I-295 via County Route 656. Most of the anticipated vehicular traffic, particularly trucks, will be generated from I-295. Some traffic will come from New Jersey Turnpike Exit 6 that connects with U.S. Route 130 and County Route 656. Little traffic is anticipated from the east along County Route 656. Since the redevelopment area is separated from the residential areas and Columbus Village, the area developed as office, industrial and laboratories will not negatively impact the community's in Mansfield Township.
- h. The redevelopment plan provides for a new employment center in Mansfield Township. Demand for new community services will be negligible resulting from the redevelopment area developed as an employment center.
- The equity of farmland owners in the redevelopment area will be maintained because of the area is planned to be developed as non-residential uses. No reductions in the intensity of development of the redevelopment area is proposed.

C. Proposed Land Uses and Building Requirements

N.J.S.A. 40A:12A-7a.(2) requires the redevelopment plan to indicate: "Proposed land uses and building requirements in the project area."

The redevelopment plan incorporates and adopts the following chapters of the Township of Mansfield ordinances: Chapter 16B "Driveway and Apron Construction Standards;" Chapter 19A "Right to Farm;" Chapter 22 "Flood Damage Prevention;" Chapter 27 "Land Use Procedures;" Chapter 41 "Rezoning of Land;" Chapter 44A "Site Plan Review;"

Chapter 48 "Stormwater Control;" Chapter 50 "Subdivision of Land;" Chapter 60A "Trees, Shrubbery and Landscaping;" Chapter 60B "Tree Removal;" Chapter 63A "Water Resource Buffer Conservation Zones;" Chapter 65 "Zoning;" and Chapter A70 "Land Use Fees."

The redevelopment plan maintains the ODL Office, Distribution, Laboratory District zoning for the parcels of land in the redevelopment area. The ODL provisions of sections 65-41 through 45.1 shall apply to the use and development of land in the redevelopment area.

The Planning Board of the Township of Mansfield is authorized to issue, at its discretion, variances and exceptions or waivers from the bulk standards provisions of Chapter 65 "Zoning."

D. Temporary/Permanent Resident Relocation

N.J.S.A. 40A:12A-7a.(3) requires the redevelopment plan to indicate:

"Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market."

No existing residences will be disturbed or eliminated in the redevelopment area. Therefore, resident relocation does not apply to this redevelopment plan.

E. Identification of Proposed Property Acquisitions

N.J.S.A. 40A:12A-7a.(4) requires the redevelopment plan to indicate:

"An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan."

At this time, the redevelopment plan does not contemplate acquiring any properties in the redevelopment area. In the event the need should arise to acquire property, the redevelopment plan will be amended accordingly.

F. Relationship to Intergovernmental Planning

N.J.S.A. 40A:12A-7a.(4) requires the redevelopment plan to indicate:

"Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et seq.)."

1. Contiguous Municipalities

The Township of Mansfield shares common boundaries with the Bordentown Township to the north, Chesterfield Township to the northeast and east, Springfield Township to the south, and Florence Township to the west. The redevelopment area is located in the western portion of Mansfield Township, which abuts Florence Township. The lands in Florence that are next to Mansfield are zoned SM Special Manufacturing and GM General Manufacturing, which take advantage of their close proximity to

Interchange 52 of I-295. The ODL zoning in the redevelopment area is compatible with the industrial zoning in Florence Township.

2. Burlington County

Burlington County does not have a county land use master plan. However, the County has prepared regional plans, one of which applies to Mansfield Township. That regional plan is Northern Burlington County Growth and Preservation Plan (GAPP) prepared October 2008. This plan includes 13 municipalities in the northern portion of Burlington County, including Mansfield Township. The GAPP is a planning framework for guiding future development in the area of the county that is considered to be its "farmbelt." In the GAPP the redevelopment area is designated as a "node" of industrial and Burlington County resource recovery uses and development. According to the GAPP, "[n]odes are special, single-purpose non-residential districts generally located at major crossroads..." (71) The redevelopment plan that provides for industrial and solid waste recovery is consistent with the recommendations of the GAPP.

3. State Development and Redevelopment Plan

The New Jersey State Development and Redevelopment Plan (SDRP) was adopted by the New Jersey State Planning Commission June 12, 1992. The SDRP was reexamined, and a new plan adopted in 2001. A third SDRP has been undergoing the process of cross-acceptance from which a draft plan has been prepared. Notwithstanding, the draft SDRP has not progressed toward adoption during which this redevelopment plan was written. Therefore, this redevelopment plan utilizes the adopted 2001 SDRP. The SDRP designates the redevelopment area of the Township of Mansfield as part of the PA2 Suburban Planning Area, which "is generally found in suburban growth corridors." (194) SDRP policies for the PA2 "provide for much of the state's future development." (196) The redevelopment plan will promote the following PA2 policy objectives of the 2001 SDRP (197-199):

<u>Land Use</u>: Promote redevelopment and development in Cores and neighborhoods of Centers and in Nodes that have been identified through cooperative regional planning efforts. Promote diversification of land uses, including housing where appropriate, in single-use developments and enhance their linkages to the rest of the community. Ensure efficient and beneficial utilization of scarce land resources throughout the Planning Area to strengthen its existing diversified and compact nature.

The redevelopment plan's primary focus is to facilitate the redevelopment of an area of Township of Mansfield that has experienced a decline, particularly former light industrial and commercial buildings located within the downtown business district. The redevelopment area is well served by sanitary sewers, public water and a complete road network. The intent of the redevelopment plan is to capitalize on the efficiencies of the existing infrastructure and the concentrated development patterns that surround the redevelopment area.

<u>Housing</u>: Provide a full range of housing choices primarily in Centers at appropriate densities to accommodate the area's projected growth. Ensure that housing in general – and in particular affordable, senior citizen, special needs and family housing – is developed with maximum access to a full range of commercial, cultural, educational, recreational, health and transportation services and facilities. Focus multi-family and higher-density, single-family housing in Centers. Any housing in the Environs should be planned and located to maintain the existing character.

The redevelopment area is devoid of existing housing and no future housing is planned. The location of the redevelopment area that will be an employment center is located conveniently for workers to access via I-295.

<u>Economic Development</u>: Guide opportunities for economic development into Centers or existing pedestrian- and transit-supportive single-use areas and target new jobs to these locations.

The redevelopment plan speaks directly to this economic development objective by encouraging economic development in a "Node" that is identified in the 2001 SDRP. This specialized "Node" deals with the development of an area that surrounds the County's solid waste facility which is appropriate for non-residential development and inappropriate for residential development. The nature of the anticipated non-residential growth in the redevelopment area is transportation/distribution/logistics-related, which will take advantage of excellent access to I-295 for operations. As the "Node" grows it will have sufficient concentrations of employers that make it suitable for providing employee shuttles and, perhaps, other forms of public transport.

<u>Iransportation</u>: Maintain and enhance a transportation system that links Centers and existing large single-use areas to each other, to Metropolitan Planning Areas and to major highway and transit corridors. Emphasize the use of public transportation systems and alternative modes of transportation where appropriate and feasible, and maximize circulation and mobility options (including pedestrian and bicycle connections between developments) throughout. Encourage significant redevelopment and intensification around existing and planned rail stations along transit corridors and ferry stations along waterfronts. Promote flexible (variable route) transit and support employer-operated shuttle services. Preserve and stabilize general aviation airports and, where appropriate, encourage community economic development, transportation intermodal hubs, and complementary uses for airport property such as business centers.

The redevelopment plan contemplates the expansion of the 2001 SDRP designated "Node" that is served by Interchange 52 of I-295. From a regional view the redevelopment area developed with industrial uses complements the major industrial "Node" that has developed along U.S. Route 130 in nearby Florence and Burlington Townships. This other "Node" has excellent access to New Jersey Turnpike Exit 6 from Route 130. The Mansfield redevelopment area

is considered to be an expansion of this regional industrial employment center. The Florence/Burlington "Node" is served by the New Jersey Transit RiverLINE light rail transport system and New Jersey Transit bus lines. As the Mansfield redevelopment area develops with industrial uses, the opportunity to extend shuttles from the light rail station in Florence will mature.

<u>Natural Resource Conservation</u>: Conserve continuous natural systems, strategically locate open space, and buffer Critical Environmental Sites. Use open space to reinforce neighborhood and community identity, and protect natural linear systems, including regional systems that link into other Planning Areas.

The redevelopment area is part of the 2001 SDRP "Node," around which residential uses are discouraged and non-residential uses are encouraged to avoid conflicts with the County solid waste facility. Areas around the edge of the redevelopment area are rural and are encouraged to be preserved, such as the farmland in nearby Florence Township. Mansfield Township is in the process of preparing a transfer of development rights (TDR) program that is designed to preserve farmland, including farmland around the edges of the redevelopment area.

<u>Agriculture</u>: Guide development to ensure the continued viability of agriculture and the retention of productive farmland in strategically located agricultural areas and in other adjacent Planning Areas. Actively promote more intensive, new-crop agricultural enterprises and meet the needs of agricultural industry for intensive packaging, processing, value-added operations, marketing, exporting and other shipping through development and redevelopment.

Although the redevelopment area does not contemplate having agricultural activities, the planning activities of Mansfield reflect efforts to preserve farmland through a TDR program. See discussion above.

<u>Recreation</u>: Provide maximum active and passive recreational opportunities and facilities at the neighborhood, local and regional levels, by concentrating on the maintenance and rehabilitation of existing parks and open space, while expanding and linking the system through redevelopment and reclamation projects. In the undeveloped portions of this Planning Area, acquire and improve neighborhood and municipal parkland within Centers, and regional park land and open space either in or within easy access of Centers.

The redevelopment plan does not contemplate any recreational areas in the redevelopment area. Recreational facilities are provided elsewhere in Mansfield Township where residential communities exist.

<u>Redevelopment</u>: Encourage redevelopment efforts in existing Centers and singleuse areas which can be redeveloped into mixed-use areas, and areas within walking distance of train stations or other major public transit facilities. Redevelop at transit-supportive opportunities available under the state's redevelopment statutes to promote new Centers and retrofit existing areas with mixed-uses and higher densities.

The redevelopment area, which is principally an industrial single-use "Node," is situated around Interchange 52 of I-295. This "Node" is unique in that it features the County solid waste facility. Developing the area with non-residential uses is compatible with the solid waste facility.

<u>Historic Preservation</u>: Encourage the preservation and adaptive reuse of historic or significant buildings. Historic and Cultural Sites, neighborhoods and districts in ways that will not compromise either the historic resource or the area's ability to develop or redevelop. Coordinate historic preservation with tourism efforts.

No historic sites exist within the redevelopment area.

<u>Public Facilities and Services</u>: Phase and program the extension of public facilities and services to support development in Centers and ensure adequate levels f public and private services. Encourage jurisdictions to locate all public and private community facilities – schools, libraries, municipal buildings, government offices, post offices, civic, cultural and religious facilities, fire stations, etc. – in Centers or in proximity to (within walking distance of) Centers. Central facilities serving a wide population should be located in or near Centers.

The public infrastructure that serves the redevelopment area is in relatively good condition. Water and sanitary sewers must be extended to the redevelopment area.

<u>Intergovernmental Coordination</u>: Establish regional approaches to the planning and provision of facilities and services. Create public/public and public/private partnerships to locate, facilitate, coordinate and implement new development and redevelopment in Centers.

The very ideology of this policy is embodied in the spirit and thrust of the redevelopment plan. The redevelopment plan is a progressive initiative undertaken by Township of Mansfield to facilitate redevelopment in one of the areas of the community that needs it.

III. AFFORDABLE HOUSING PROVISIONS

A. Introduction

In <u>N.J.S.A.</u> 40A:12A-7b., the RHL provides "[a] redevelopment plan may include the provision of affordable housing in accordance with the `Fair Housing Act,' P.L.1985, c.222 (C.52:27D-301 et seq.) and the housing element of the municipal master plan."

1. Inclusionary Housing

No residential dwellings are proposed in the redevelopment area. Therefore, the provision of inclusionary housing does not apply to the redevelopment plan.

2. Rehabilitation

No dwellings exist in the redevelopment area. Therefore, rehabilitation of substandard housing does not apply to the redevelopment plan.

IV. RELATIONSHIP TO MUNICIPAL DEVELOPMENT REGULATIONS

A. Introduction

In <u>N.J.S.A.</u> 40A:12A-7c., the RHL requires "[t]he redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the `Municipal Planning Law,' P.L.1975, c.291 (C.40:55D-1 et seq.)."

The redevelopment plan incorporates and adopts the following chapters of the Township of Mansfield ordinances: Chapter 16B "Driveway and Apron Construction Standards;" Chapter 19A "Right to Farm;" Chapter 22 "Flood Damage Prevention;" Chapter 27 "Land Use Procedures;" Chapter 41 "Rezoning of Land;" Chapter 44A "Site Plan Review;" Chapter 48 "Stormwater Control;" Chapter 50 "Subdivision of Land;" Chapter 60A "Trees, Shrubbery and Landscaping;" Chapter 60B "Tree Removal;" Chapter 63A "Water Resource Buffer Conservation Zones;" Chapter 65 "Zoning;" and Chapter A70 "Land Use Fees."

The redevelopment plan maintains the ODL Office, Distribution, Laboratory District zoning for the parcels of land in the redevelopment area. The ODL provisions of sections 65-41 through 45.1 shall apply to the use and development of land in the redevelopment area.

VII. LOCAL MASTER PLAN CONSISTENCY

In <u>N.J.S.A.</u> 40A:12A-7d., the RHL requires "[a]II provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan; but the municipal governing body by adopting a redevelopment plan which is inconsistent with or not designed to effectuate the master plan by affirmative vote of a majority of its full authorized membership with the reasons for so acting set forth in the redevelopment plan."

The redevelopment plan is consistent with the Township's 2001 master plan and is designed to effectuate the master plan. Section III.B of the redevelopment plan provides an outline of how the redevelopment plan relates to and effectuates the master plan. Specifically, in section III.B.1-2 of the redevelopment plan discusses the master plan policies and objectives.

In summary, the redevelopment plan is consistent with the recommendations of the 2001 master plan and is designed to effectuate the policies and objectives of the master plan.

EXHIBIT C SITE PLAN

PRELIMINARY AND FINAL MAJOR SITE PLAN

MARGOLIS

WAREHOUSE DISTRIBUTION FACILITY - PHASE 2

JACKSONVILLE HEDDING ROAD (County 628)

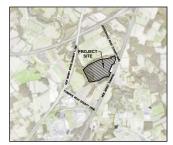
BLOCK 47.01 LOT 11.02 MANSFIELD TOWNSHIP, **BURLINGTON COUNTY, NEW JERSEY**







TAX AND ZONING MAP



KEY MAP

PROPE	RTY	OWNERS WITHIN 200 FEET OF	LOTS	11.01	& 11.02, BLOCK 47.01			
erocx	LOT		BLOCK	LOT		BLOCK	LOT	
45.01	2.61	WANCO USA, LLC PO BOX 430 COLLANGE, NJ GROSS 1170 FLORENCE ROAD	47.01	3.02	AND REALTY LLC, C/G MARGOLIS ENTPH. 141 MB 207H ST. STC. G-122 80CA RATON, FL. 33M31 JACKSONVILLE ROAD	47.01	"	ANS MEXITY LLC, C/G SAMBOURS ENTRY. 141 MW 20TH ST. STE. G-122 80CA MATCH, FL. 33431 1273 JACKSONNILE 80AD
45.01	•	BURLINGTON COUNTY BOMPO OF CHOSON FRECHOLICES 89 PARCOCOLA BOMO PO 80X 6000 BOUNT HOLLY, NJ 08080 1100 YLISTINGT BOM	47.01		HOSPLING, JOHN F. & SLEEN M. 1289 JACHSCHNELE ROAD COLUMBUS, NJ. 08632 1289 JACHSCHNELE ROAD	47.01	12	ANS REALTY LLC, C/O MARGOUS ENTRE. 141 NET 20TH ST. STE. 0-122 80CA MATON, FL. 33431 ANDISONVILLE ROAD
			47.01	9.01	HARS REALTY LLC, C/O MARGOLIS ENTRY.	*	1	TURNPUT JUNCTION & A COLDWAY, ESG.
45.01	7	SUPLINGTON COUNTY SCARD OF CHOSEN PREDICEDERS 49 PARKCOCAS SCARD PO SCAR SCARD			RODA RATOK FL 33431 FLORENCE ROAD			BORDENTONN, NJ 08005 1300 JACKSONVILLE POAD
		MOUNT HOLLY, MJ 08080 1178 PLOMENCE MOND	47.01	9.02	ANS MEALTY LLC, C/O MARGOLIS ENTPR. 141 NW 2010 ST. STE. 6-122 80CA RATON, FL. 33431 TLOSPINET 80A0			
45.01	٠	GUPLINGTON COUNTY SCAPE OF CHOSEN PREDICATES			PLORENCE MISAD			WATER DISTRIBUTION S
		49 PARCOCAS SCAO PO BOX 6000 SOUNT HOLLY, NJ 08080	47.01	9.03	POLIC, AMES 9 SALDIAN TERPACE LANGSTON, NU. 67609 ILOSPINET SOMO (INAT OF LOT 9-02)			1. THE 16" WATER WAN HAS BEE LINES HAVE BEEN SET AS SHO

47.01 3.01 ROGOPS, AUGE B.
18 WINSTANDED COURT
COLLABUS, NJ. 08022
JRDSONVILE FORD

47.01 10.01 LIBERTY LINES LING, LLC PO BOX 379 COLLINGUS, NJ 06022 1105 FLORENCE ROAD UTILITIES

PUBLIC SERVICE ELECTIC & GAS (PSEMG) BO PARK PLACE, HEMARK, NJ 07101 COLONAL PRELINE COMPANY ATTH: JOHN SAPP P.D. BOX 1824 ALPHARETTA, GA 30009-9834 VERIZON 1085 6TH AVENUE COMCAST CABLE TV 1250 HADDWIELD-BERLIN ROAD CHERRY HELL, NJ 68534 HOMESTEAD WATER UTLITY MOUNT HOLLY WATER COMPANY 600 SOUTH AVENUE PO BOX 788 WESTFELD, NU 07001 CHERY HEL, NJ. 06054

JESSEY CONTINUE, POWER & LUCHT COMPMEY
PO 80X 200 JUL 1970

MOUNT HELLY WARES COMPMEY
600 000000 ANDRES

EXTITUDE, NJ. 07001

REAGENC COMPAL COMP. TAX 00PT.
PO 80X 6000
PRACESMEN, PA. 1860
PRACESMEN, PA. 1860
PRACESMEN, PA. 1860 HOMESTEAD AT MANSFELD INC. HOMESTEAD TREATMENT UTLITY APPLIED BASTEMATER MANAGEMENT 2 CLORRECO LAME

TRANSCONTINENTAL GAS & PIPELINE CORPOR PO BOX 2400, BD 46 46-4 TULSA, OK THIO2-2400 ATTIC AD VALOREM TAY SOHO PIPELINE C/O SUN COMPANY, INC. 1801 MARKET STREET, 4TH FLOOR

WATER DISTRIBUTION SYSTEM NOTES: 1. THE 16" WATER MAIN HAS BEEN CONSTRUCTED WITHIN THE PROJECT LIMITS AND SERVICE . THE 16" WATER MAIN HAS BEEN CONSTI

- 2. ALL WATER SERVICES AND APPUREDANCES SHALL BE INSTALLED IN ACCORD
- ALL FRE HYDRANTS, SMASS CONNECTENS, OTHER FRE CONNECTEN, FRE LANE DELINEATION AND EMERCENCY ACCESS LANES AND SURJECT TO THE REVIEW AND APPROVAL OF THE MASSIFELD TORNISHE FRE CODE OFFICIAL. 4. THE PROPOSED WATER SERVICE LINES ARE SUBJECT TO REVIEW AND APPROVAL OF THE WANTERLY TOWNSHIP PLUMBING CODE OFFICIAL.
- MANAPLES TOWARDS PLANNESS COST CHITCHS.

 ALL PRE HERMATS SHALL COMPONED TO THE MANAPED TOWARDS PRECIPIOLITICS.

 THE LOCATION OF PROPOSED FIRE HERMATS AND THE CONNECTIONS BOOM ON THE PLANS ARE ASSECTED THE RECEIVES AND APPROVINCE OF PRISE CHITCHS.

 THE CONNECTIONS TO THE LOSSING MATER SYSTEM MUST BE COMPONENTED WITH NEW ARRIST PRESIDENCE WHITE COMPONENTS.
- B. THE MINIMUM DEPTH FOR ALL MATER MANS AND SERVICE CONNECTIONS SHALL BE 4°.

 9. THE PROPOSED WATER LINES ARE TO BE INSTALLED, DESIRECTED AND TESTED IN ACCORDANCE WITH THE NEW ADDRESS MERCINE MATER COMPANY RECORDANCES.

DESIGN WAIVERS / VARIANCE:

1. WE ARE SECRISHS A DESIGN WAIRER TO ALLOW PARKING SPACES TO BE 8' X 18' INFEREAS SECTION 60-74 A SECURIORS PARKING SPACES TO BE 3.5' X 18'.

2. THE APPLICANT SEDIES A WANDER FROM THE RESTAULATION OF SIDERALY ALGORD THE DISTRIBUTION TO THE TOWNSON GOLD THE PROVINCE A CONTRIBUTION TO THE TOWNSON GOLDRAL FROM.

3. THE APPLICANT SEDIES A WANDER TO RESTAUL 30' HOR LIGHT MOUNTING HEIGHTS WHORE A WANDARY 30' IS ALLORED. 4. THE APPLICANT SERIES A WAVER TO RESTALL 8" HIGH CHAIN LINK FENCE TOPPED WITH A 1" HIGH, 3 STRAND BANK WHE EXTENSION WHEREAS ORDINANCE SECTION 66-100F(3) PRESTRICTS FENCE HEIGHTS IN INCUSTRIAL USES TO A MAXIMUM OF 8".

MANUAL LAZALIZA

1. AS PER DERIVANCE SECTION 69-113.2.A.(Z), ONE PRESSTANDING MONUMENT SIGN UP TO 10'
LONG AND O' HIGH, INCLUDING PRIME IS ALLORED.

2. APPLICATE IS PROPOSED ONE (1) PRESSTANDING MONUMENT SIGN THAT IS 10' LONG AND O'
HIGH, INCLUDING PRIME.

APPROVED AS A PRELIMINARY AND FINAL MAJOR SITE PLAN BY THE MANSFIELD TOWNSHIP PLANNING BOARD (BOARD OF ADJUSTMENT) ON

					100 ACCORDANC LORGE Was to U 07/19 703/13 (800) Depart Officer Heart Officer	1	NARY AND FI	OR NAL MAJOR S OR OUSE DISTRI	
7	03-29-2000 06-10-2000	AS PER BEAND PROFESSIONAL COMMENTS AS PER COUNTY COMMENTS	K	Alf Alf	1		LOT 11.02,	BLOCK 47.01	
No.	Date	Raddon	Reduct	By Chesied By	4.1.) 1	DATE	BURLINGTON CO	INTY, NEW JERSE SCALE	PROJECT NAME
		SCALE IN FEET			ANDREW L. FRENCH, P.E.	04-03-2020 (Marin Br)	GEORD BY	AS SHOWN FIELD BOOK	090154.005

COPTINGS SE 2006, FIRSTON & AMERICA ASSOCIATED ... DIE COPTING DE REALES OF THE DECEMBER, OF PORTIONE THEREOF, REPOUT THE WRITTEN FIRST OF THE HEADY COMMENT OF REPOSSORIES AND REPOSSORIES OF THE SECOND WINDS OF THE DECEMBER OF PORTIONE THEREOF, REPOUT THE WRITTEN FIRST OF THE PORTION OF THE PORTION OF THE WRITTEN FIRST OF THE PORTION OF THE PORTION



APPLICART/COMES:

A. W. PLORIDINCE COMPANY, LLC
653 B. GERMANTONN PRE, SUITE 104
PLYMOUTH MEETING, PA 19462
CONTRET: JUST CHAP
COMP ANALOGOS DET 101 CATIONS: COTT CAMP (800) 940-8220 EXT. 101 I HISBERT CARRY VAC LEE THE OWER OF RECORD OF THE PROPERTY SHOWN ON THE MAP AND APPROVE THE FILMS TICKED.

STOCKE 1 AND THE ORDER OF LIGHT STOCKE AND THE ORDER OF LIGHT STOC

(WAREHOUSE, TRUCKING)	JAN EUNE BUEN BUIL	DULL.
ZONE STANDARD	REQUIRED	PROPOSED OVERALL TRACT
MINIMUM LOT AREX.	2 ACRES	BB.577 ACRES
MINIMUM LOT FRONTROE	200 FT.	433 FT.
MINIMUM LOT DEPTH	200 FT.	2,899.66 FT.
MINIMUM PRONT YARD SETBACK	50 FT.	62.0 FT.
MINIMUM SIDE YARD SETEMAN ONE SIDE (BOTH SIDE)	20 FT. / (40 FT.)	406.79 FT.
MINIMUM FEAR YMPD SETBACK	30 FT.	365.7 FT.

A AUTOROBLES - MINIMAN STALL SEE SHALL BE 9 FT X 18 FE, TOTALS MAST MOLICE PRINCING FOR THE DISABLED										
BULDING	OFFICE MEA	WADOUSE/	water or		REQUIRED	121M.	HARDEAP	HARDON		
TOTAL S.F.	(SE OF TOTAL SF)	AREA .	EMPLOYEES	PER 200 GFA)	BARC,/DIST.(1 STALL PER 1,000 GFA)	(1 SPACE FOR EACH	TOTAL REGUED PARKING SPACES	PAROUS PAROUS	SPACES REQUIRED	PROVIDED
611,660 ST	43,580 SF	771,382 SF	300	163 SPACES	772 SPACES	300/2- 150 SPACES	LOSS SPACES	438 SPACESP	+ SPACES	13 SPACES
* VARIANCE POUNDED.										

ORDINACE PER	TRALER PARKING — MINIMUM STALL SIZE SHALL BE 12 FT X 60 FT ORDMANCE REQUIREMENT 1 OFF-STREET LEADING FOR FREST 4,000 SF AND 1 FOR EACH ADDITIONAL 20,000 SF											
OUT OF STREET ON AREA		PEGUNED OFF-STREET LONDING	PROVIDED TRALER STALL SPACES	LEADING DOCK SPACES	TOTAL PROVIDED OFF-STREET LEADING							

- EVAND OF TYTURE OF ALL STREETS AND STREETS OF ALL STREETS AND STRE
- RECORD TOWNS AND A THE STREET, WHICH RECORDS A LT CONSIDERATION A THE STREET, ALL THE A LAB ASSESSMENT IN THE STREET, AND ASSE
- ALL CONSTRUCTION SHALL COMPONE WITH THE TOWNSHEY OF MEMORIPLE REQUIREMENTS.

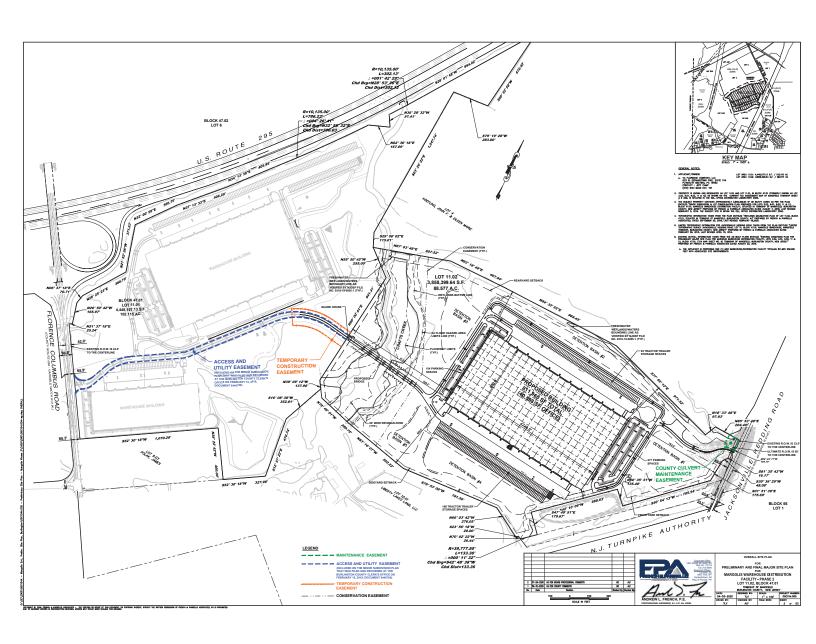
 AN ON-SHET PLANS IN SERVE PROPERTY SERVE PROPERTY SERVERING SERVER FLOW TO THE PLANS STATION LOCATED ON LOT 11.64 BRIGH COMPLYS THE PLOW TO THE TO THE TOWN AND ADMINISTRATION OF OTHER STATION FLOW PLANS STATION LOCATED ON LOT 11.64 BRIGH COMPLYS THE PLOW TO THE TOWN AND ADMINISTRATION OF OTHER STATION FLOW PLANS ST
- ALL-OFFICE CHAPTER AND THE ARE CLASSIFIED BY COPY OF ACCURATE WAS INSTAURT AND.

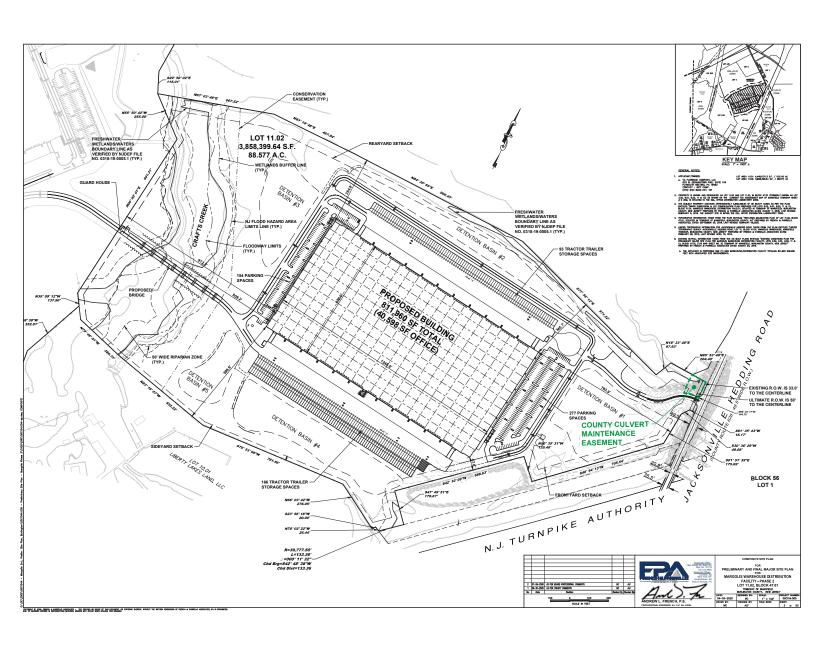
 WHICH ON THE DEED BY CLASSIFIED BY CLASSIFIED BY CLASSIFIED BY A PROVIDE GROSS, CAMPAN.

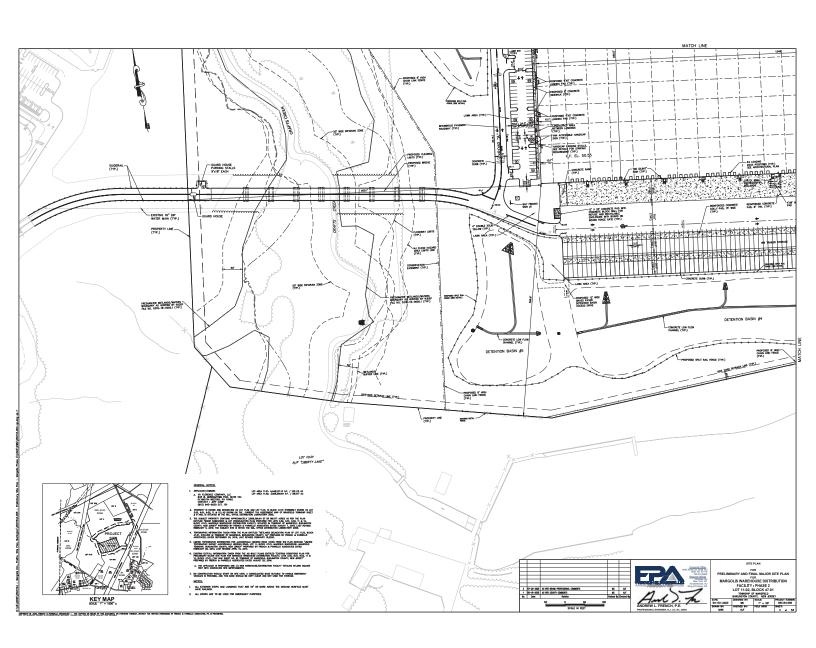
 ALL CARROLL WE THE CROSSIFIED THE THROUGH OF WARREST AND ADDRESS OF THE CHAPTER AND ADDRESS OF
- NAMES AND ADMINISTRATION OF THE ADMINISTRATI
- CONTROL OF THE CONTRO

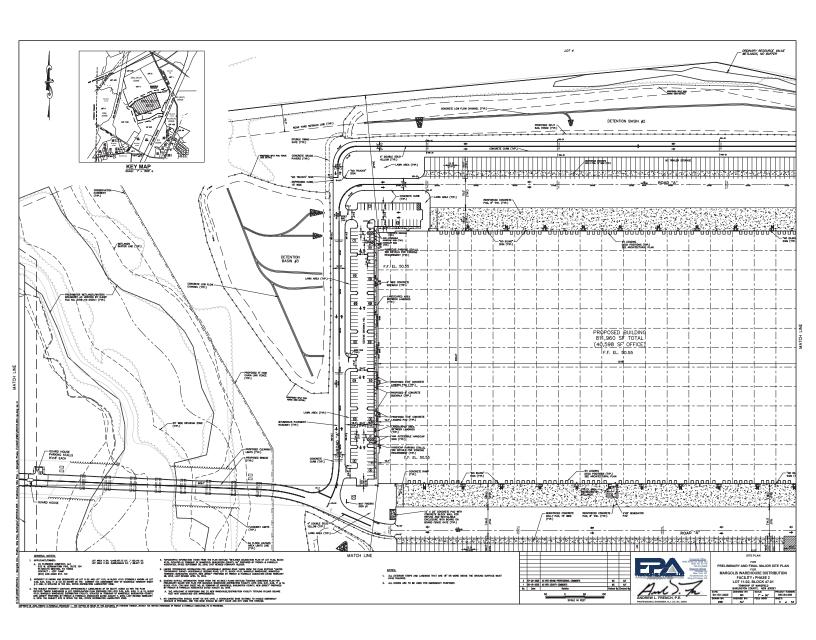
- CONTRACTOR OF A PROPERTY OF A

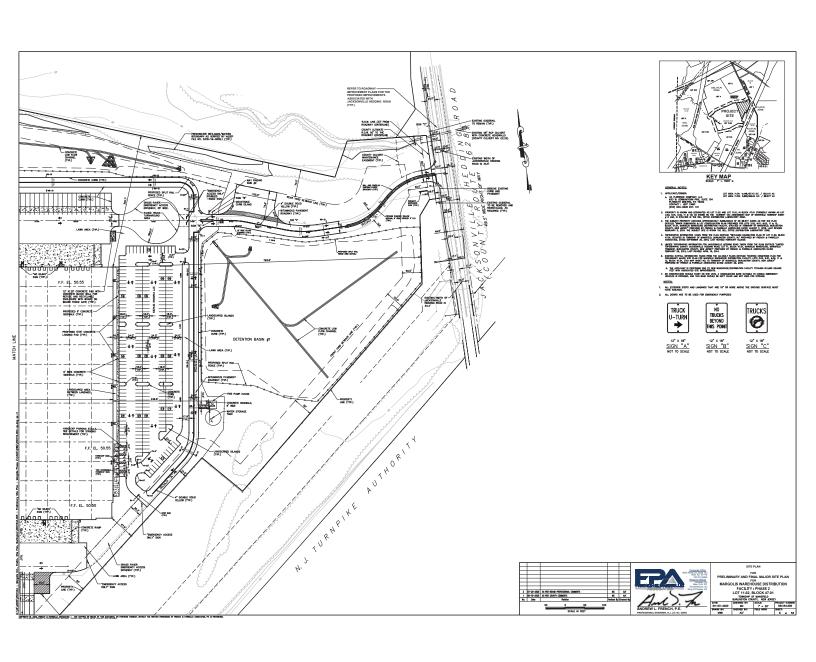
- CHINCONCOMER DEL PRODE RESIDENT DE L'EXPRESSE DU CHINESTE NE ME "E CENTRE AND THE GROBE DEVISION.
 THE PRODUCTION DE L'EXPRESSE DE L'EXPRESSE DE L'EXPRESSE DU CHINESTE DEL PRODUCTION DE L'EXPRESSE DE L

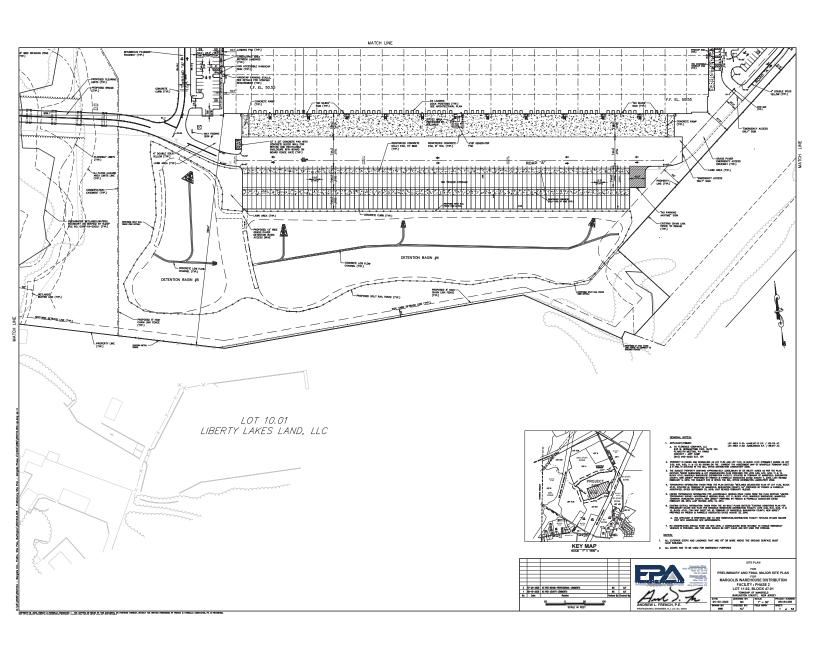


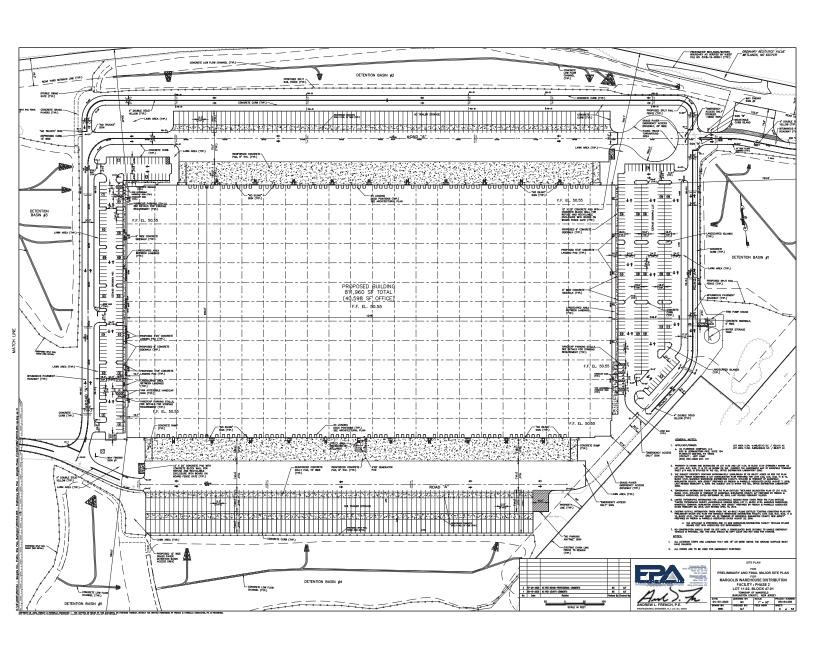


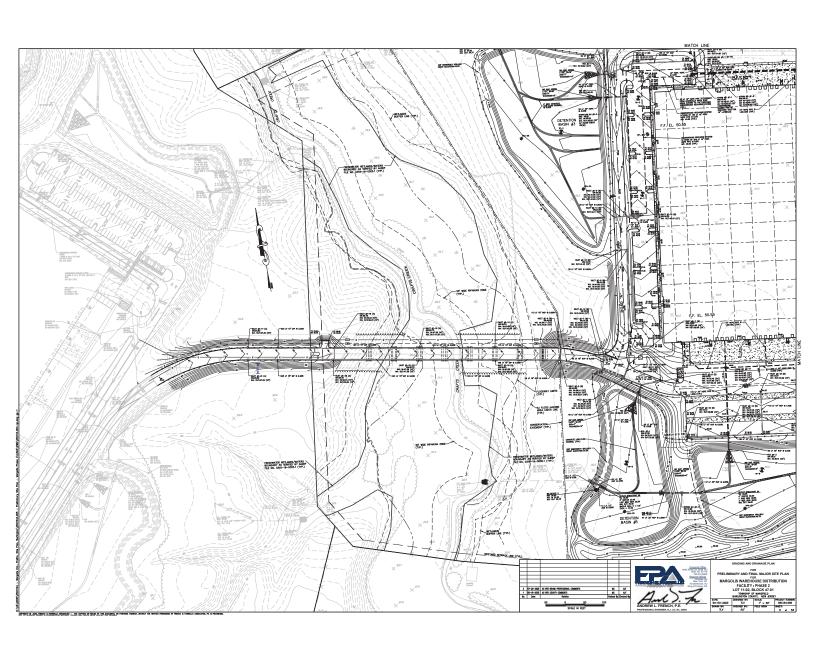


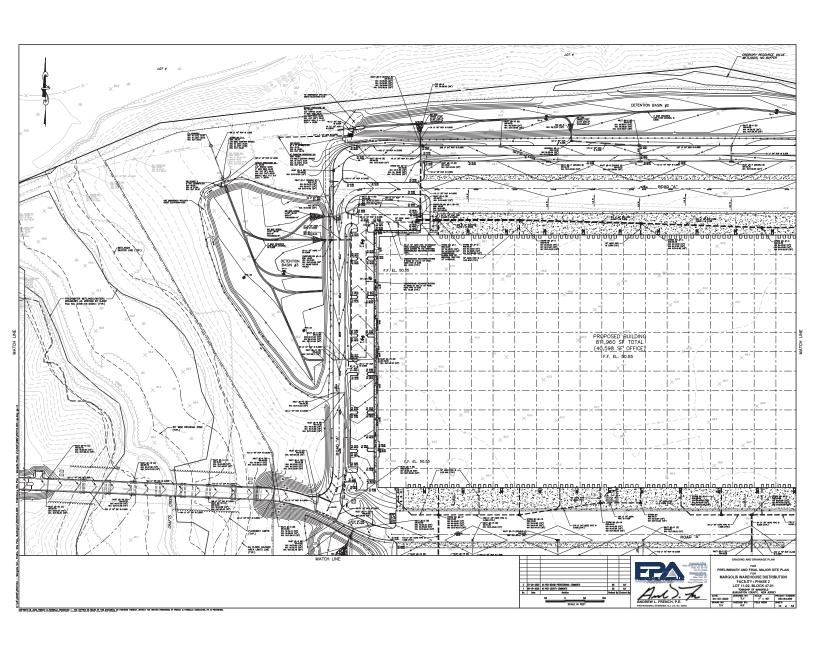


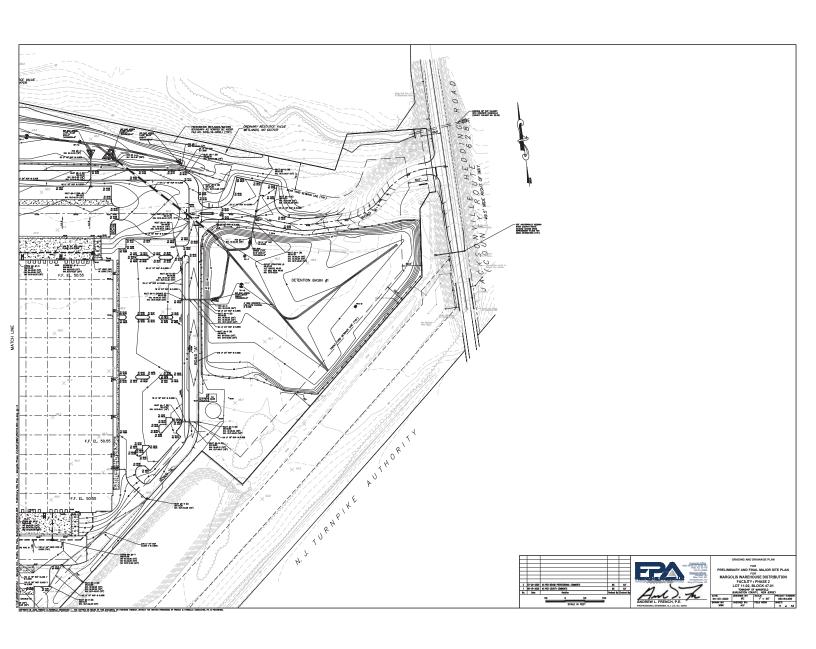


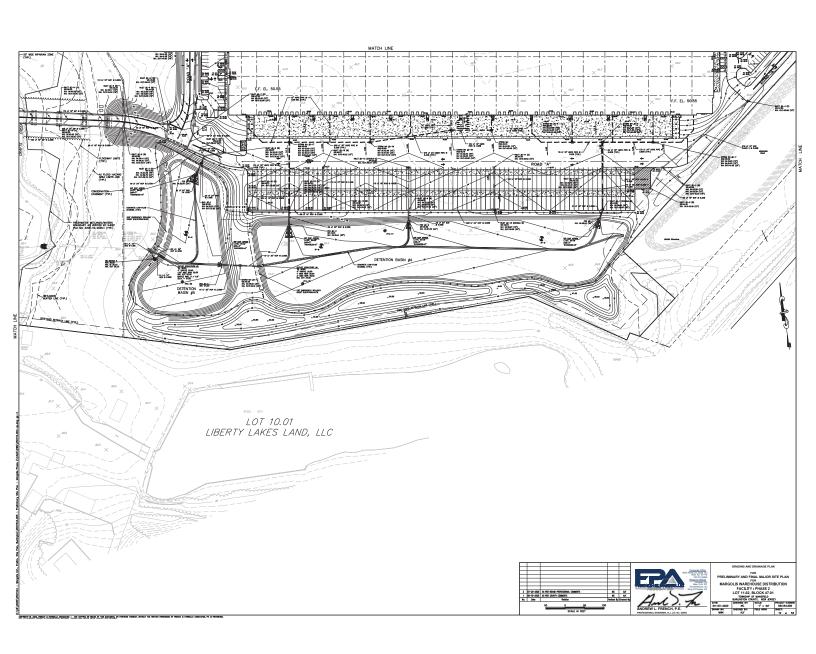


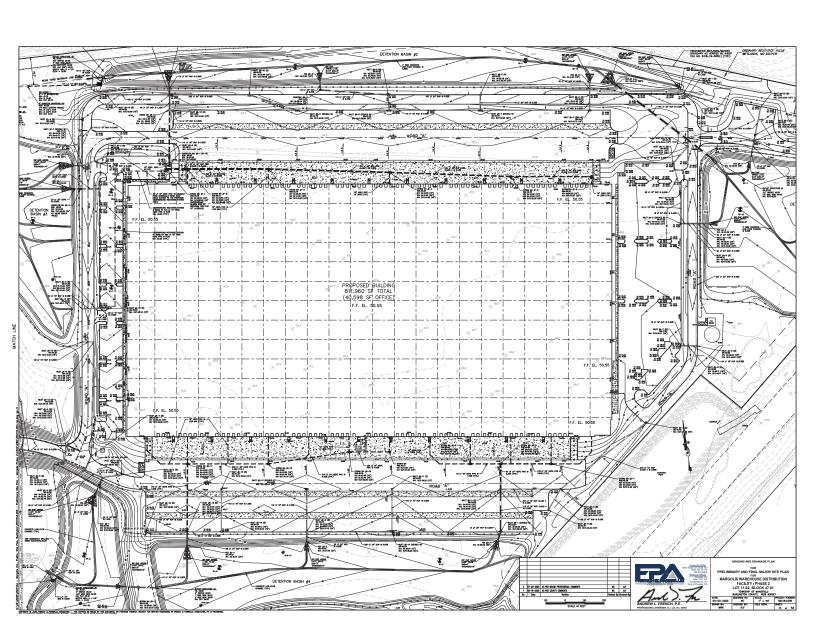


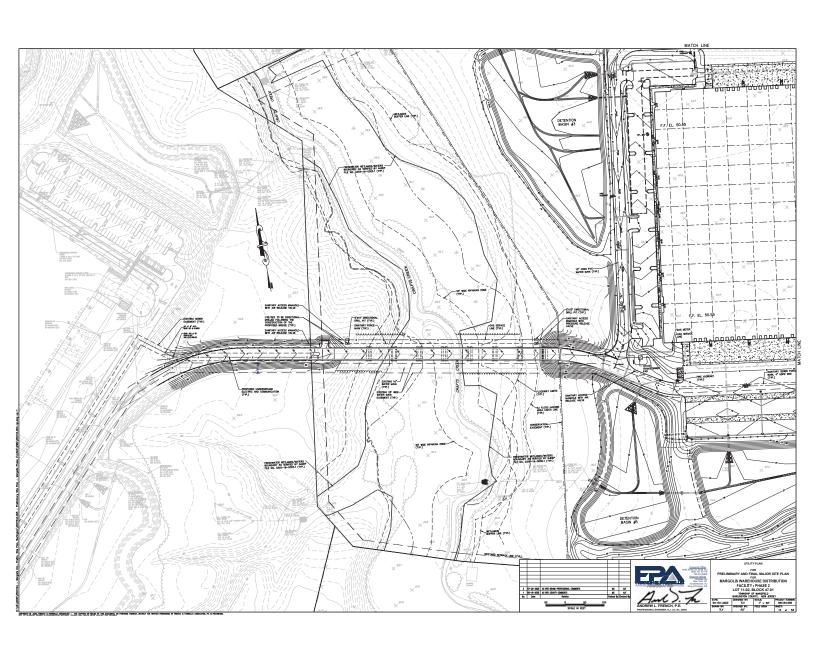


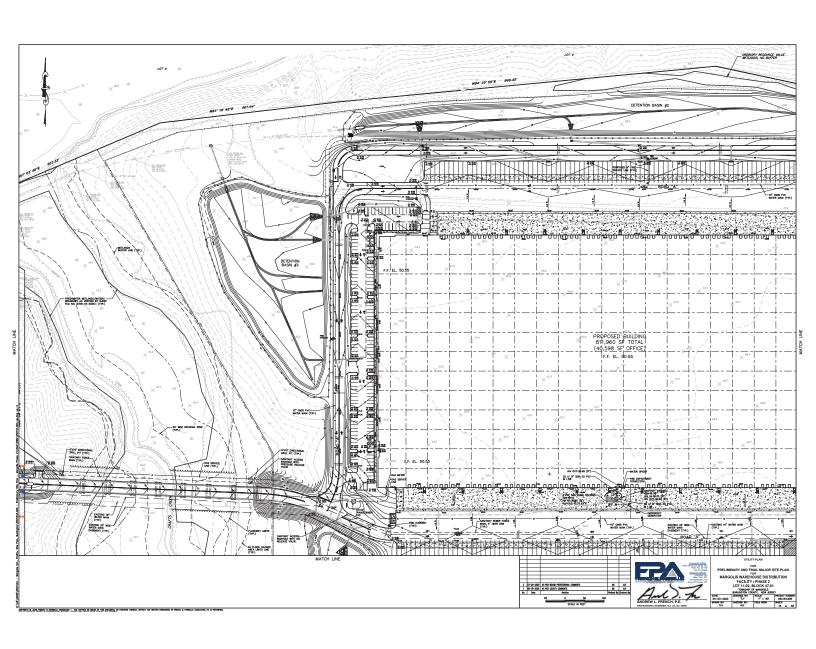


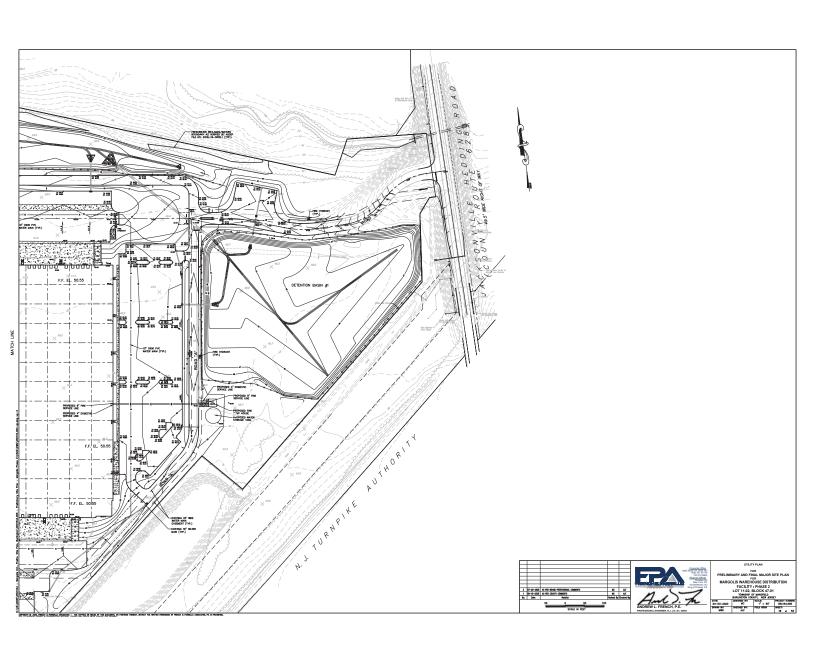


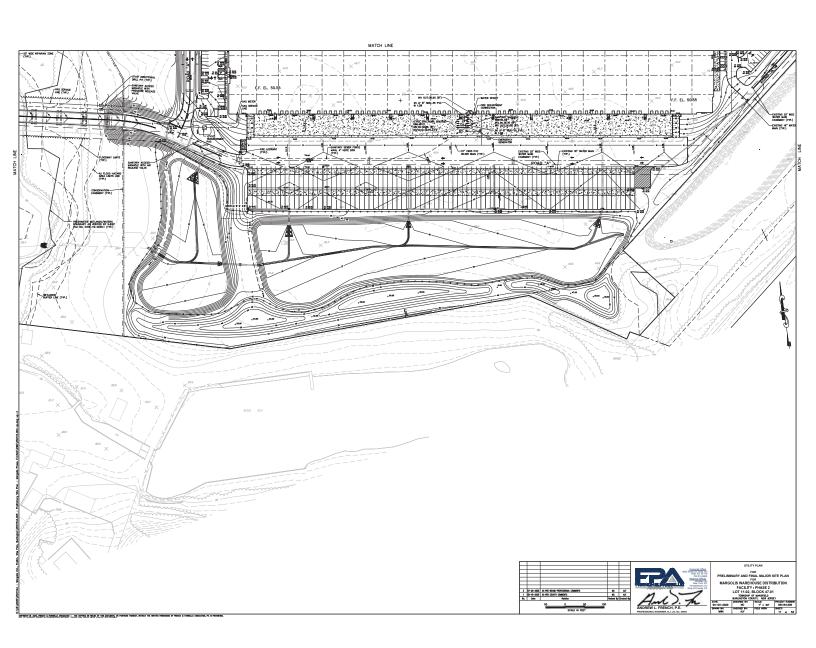


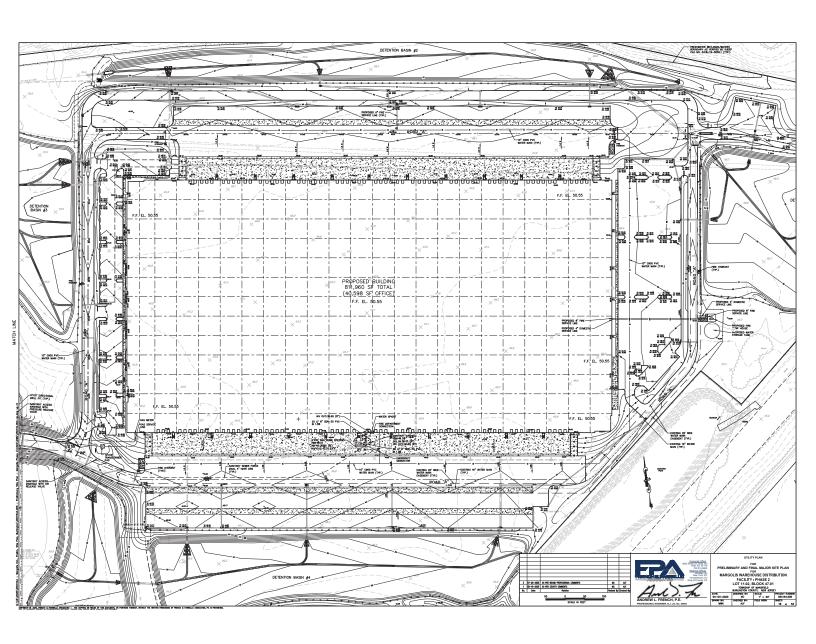


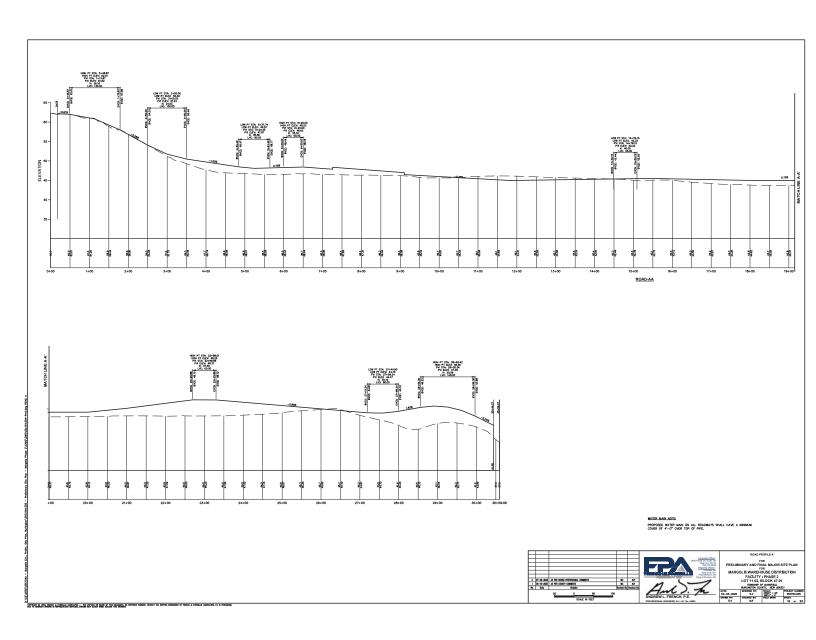


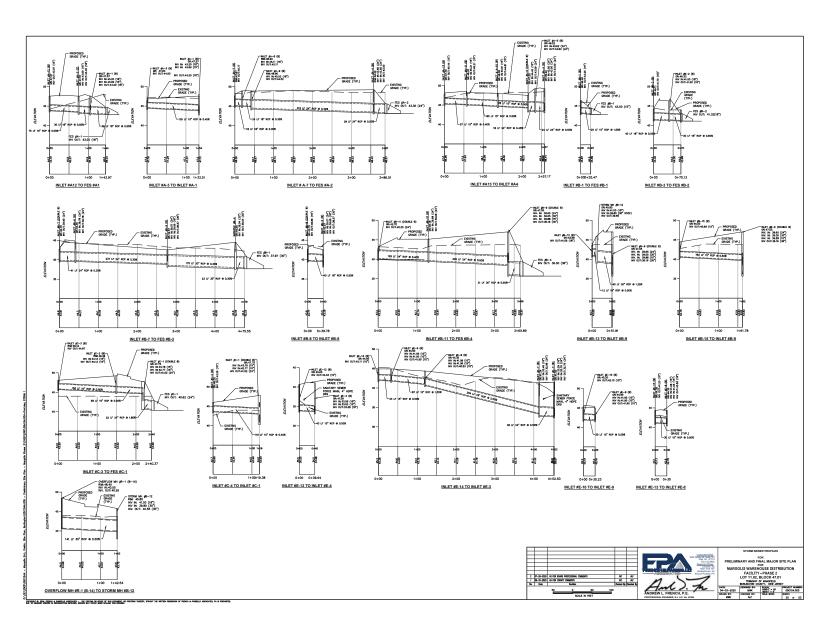


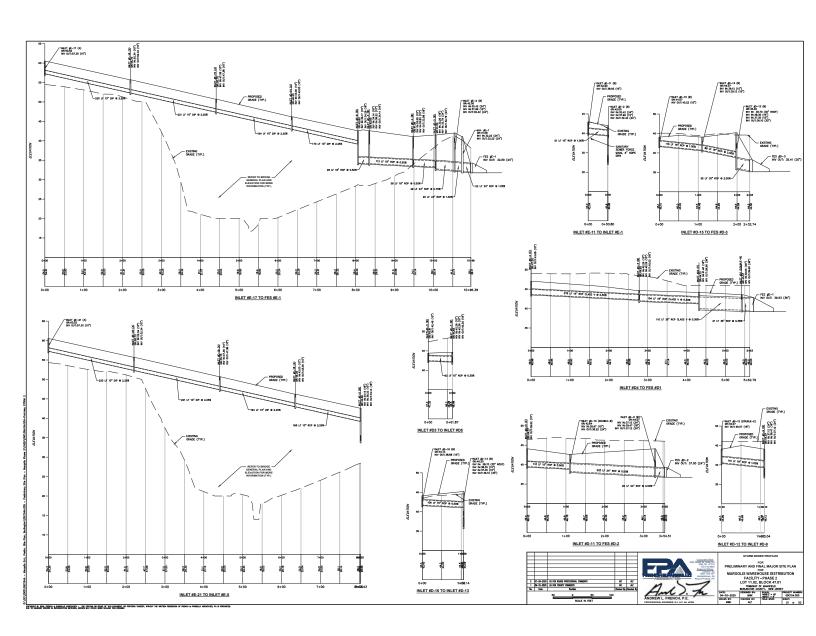


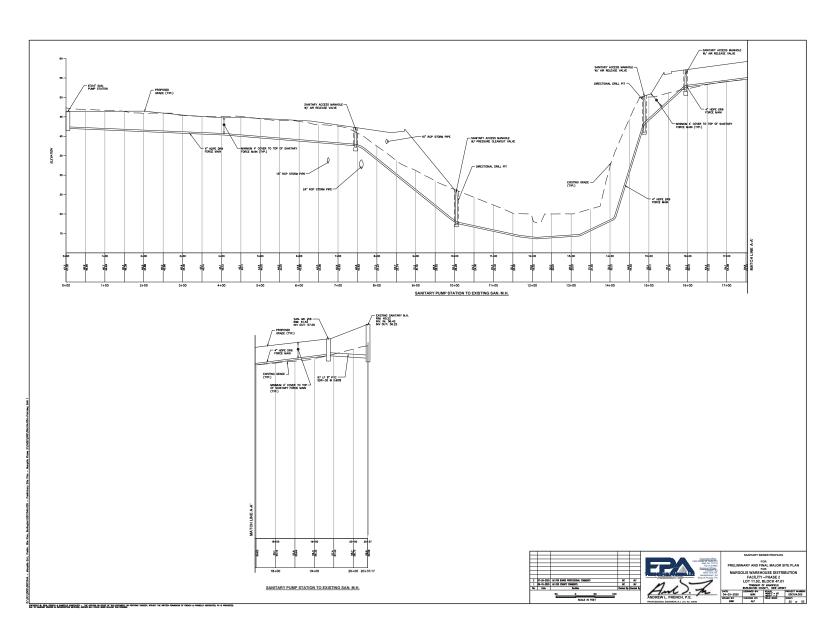


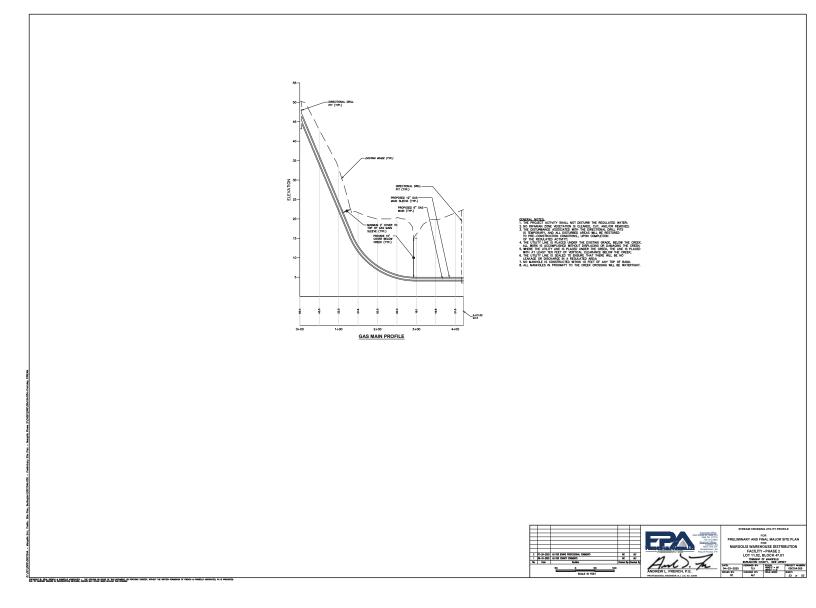


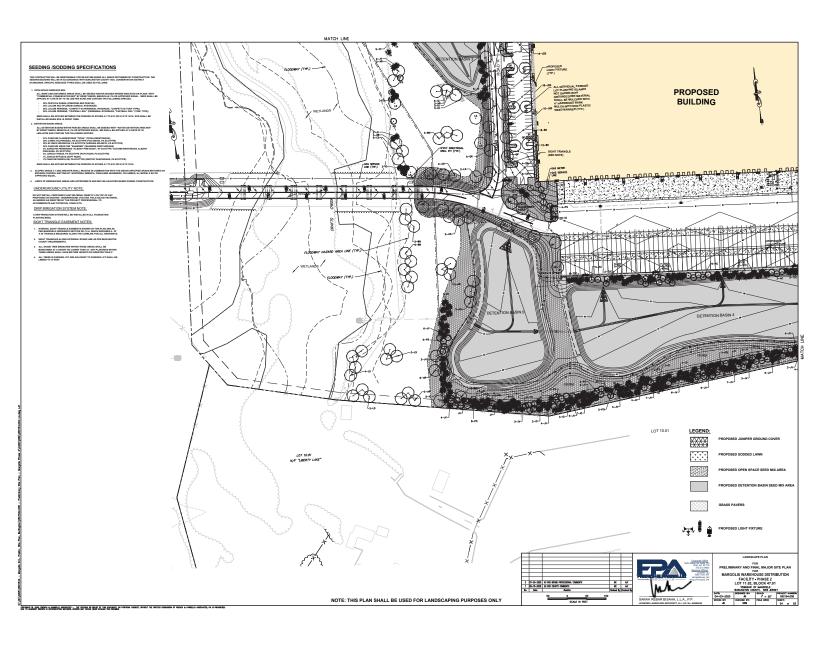


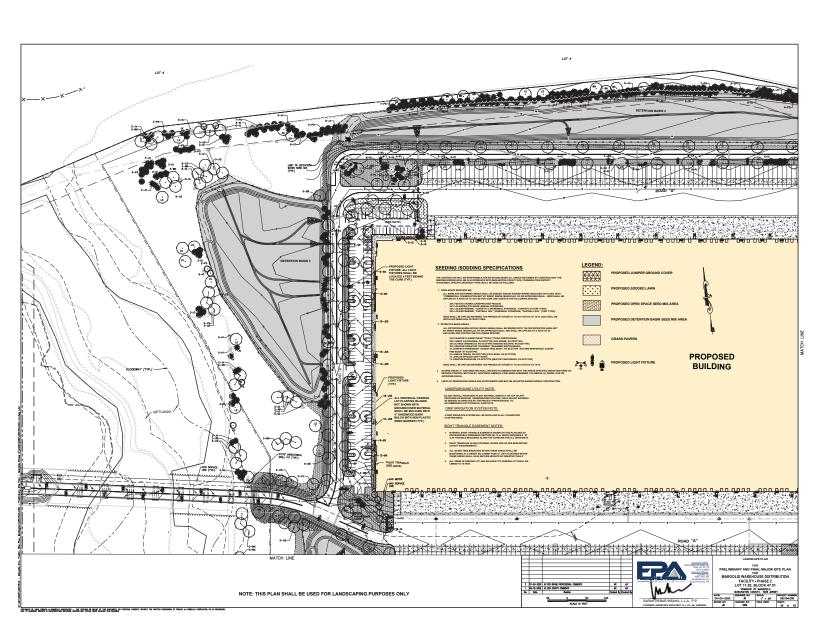


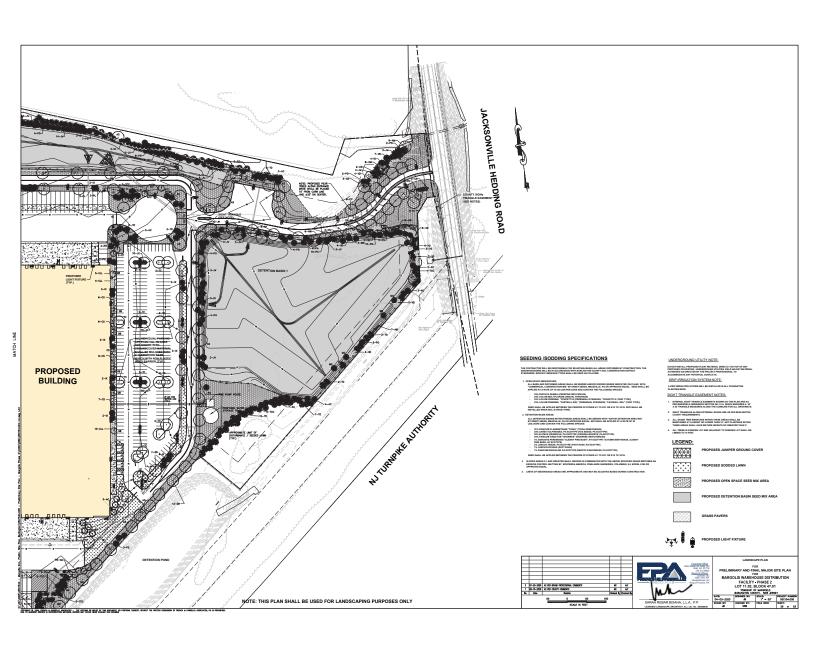


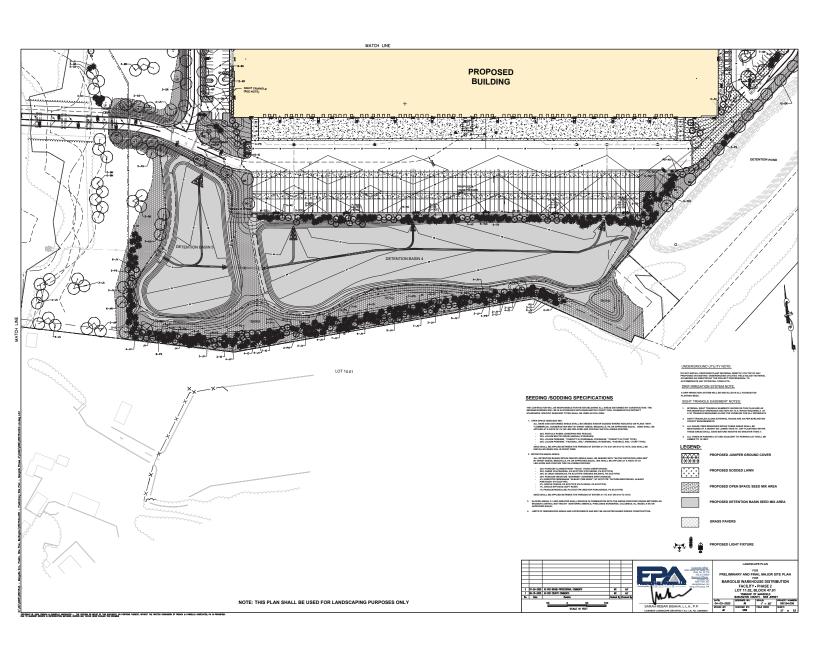


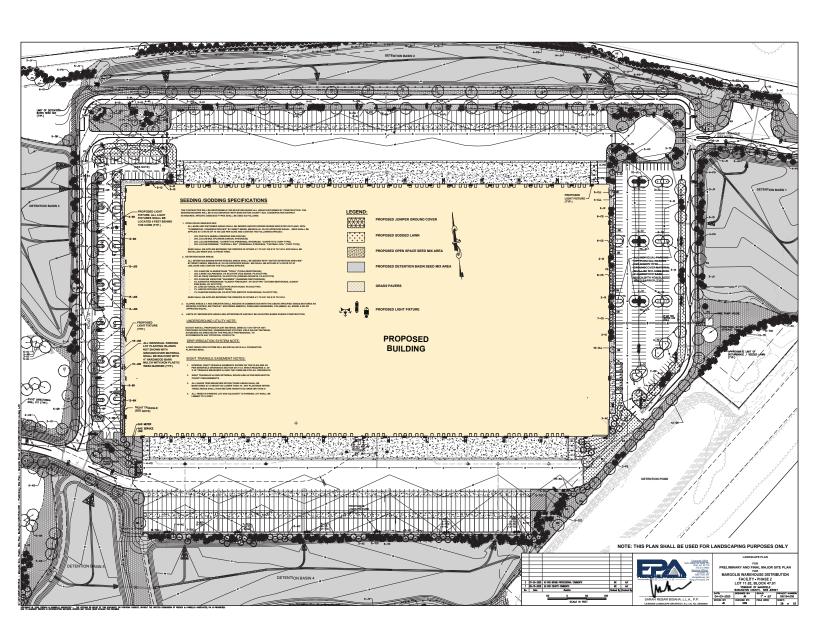


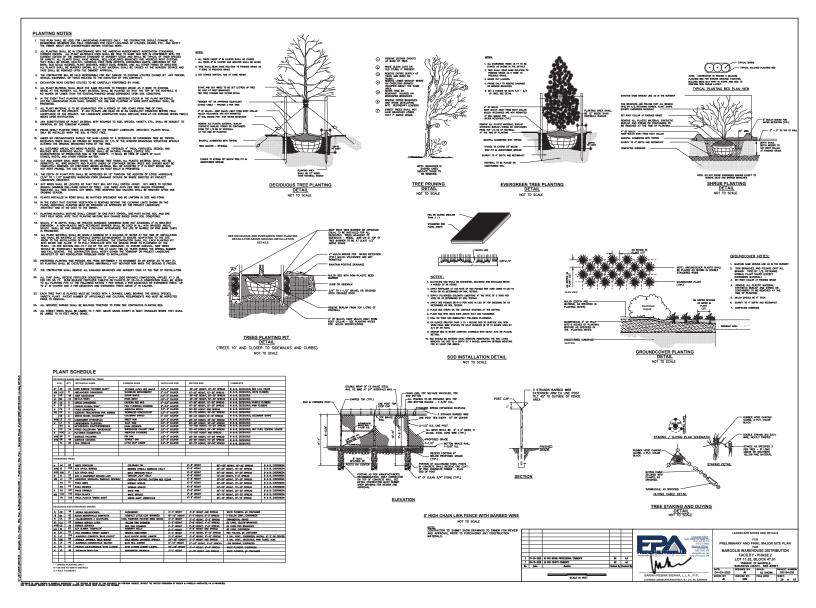


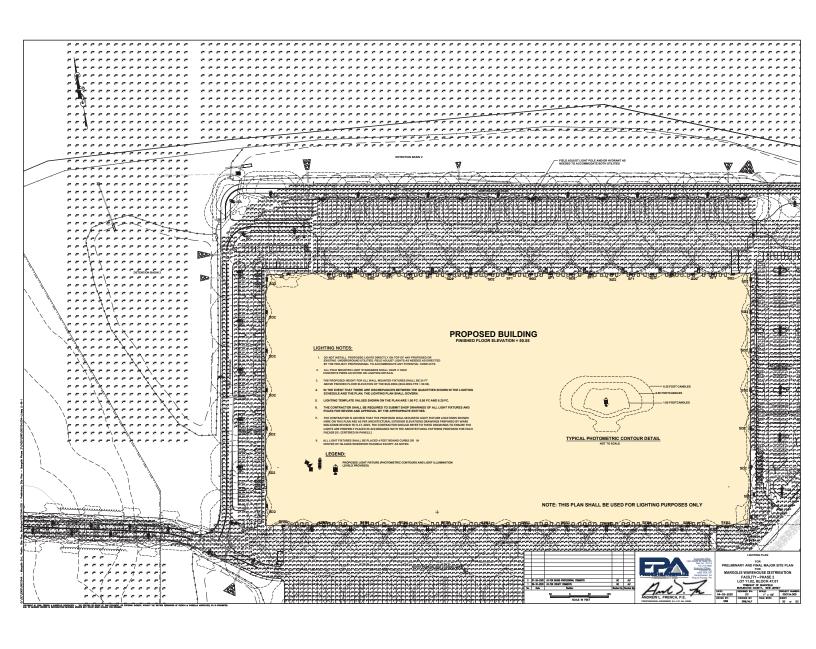


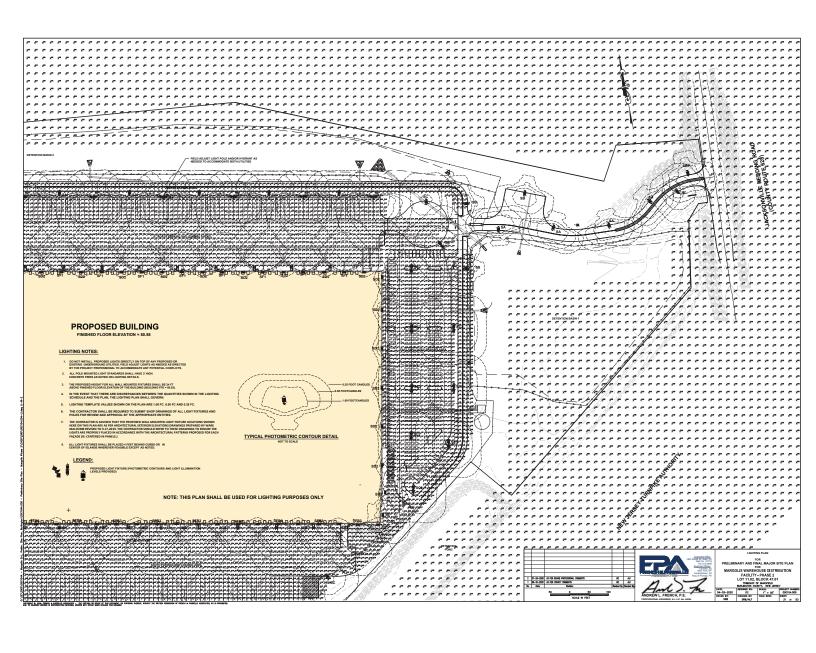


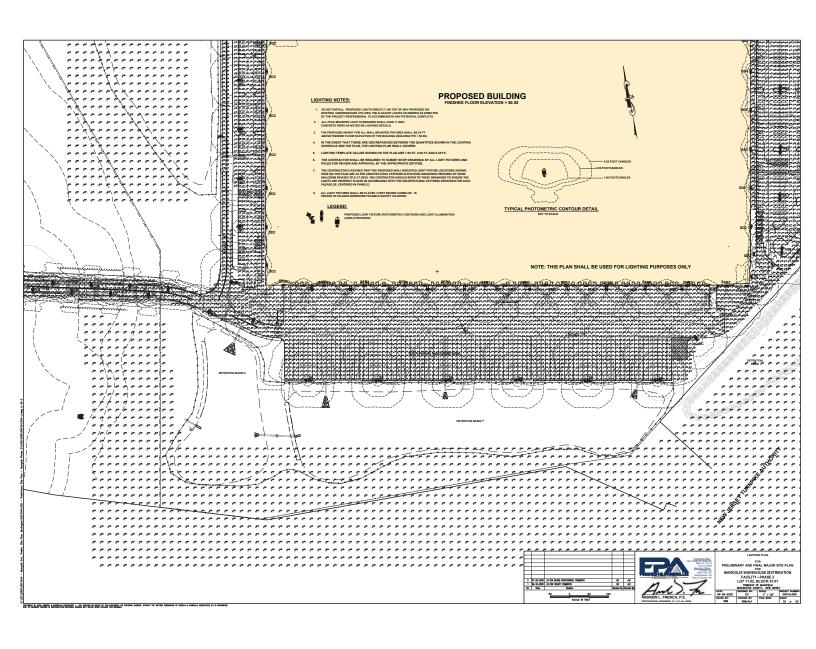


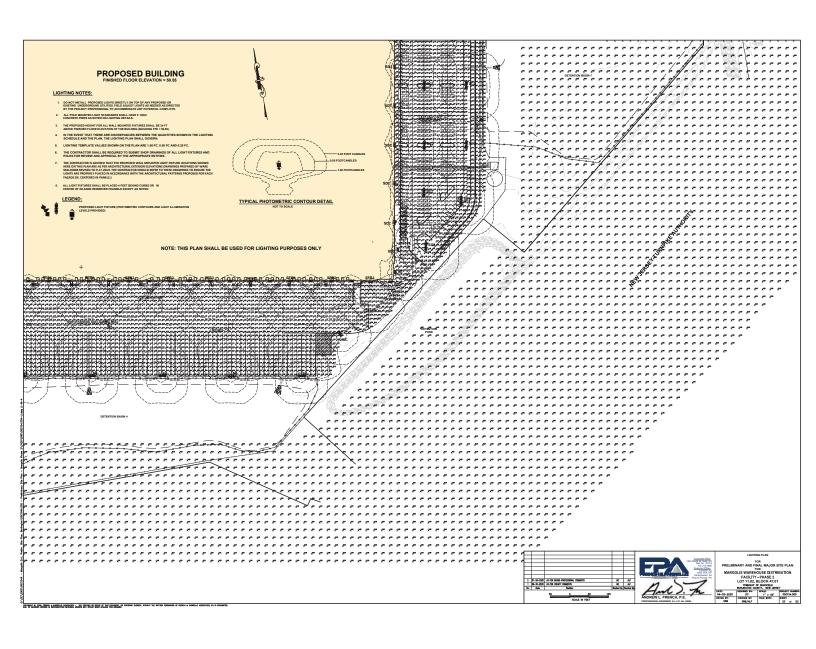


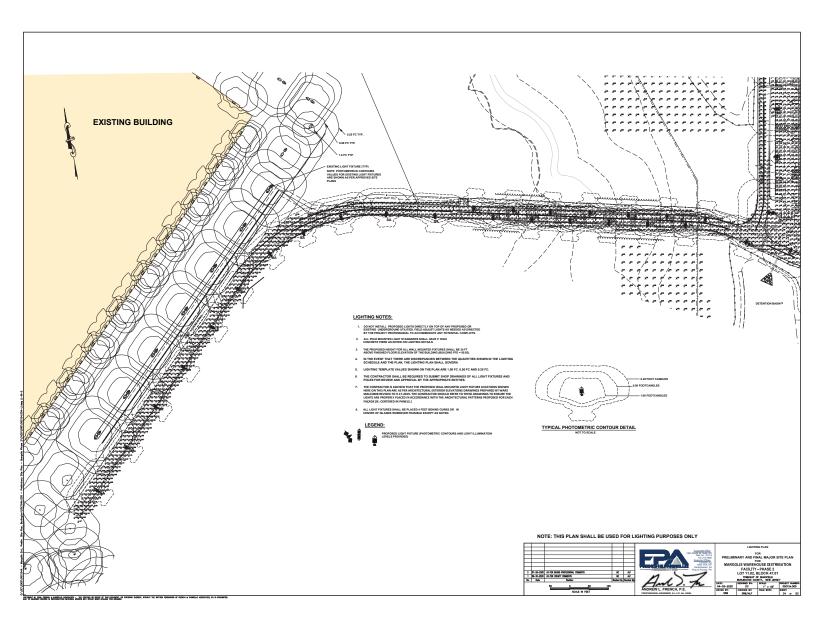


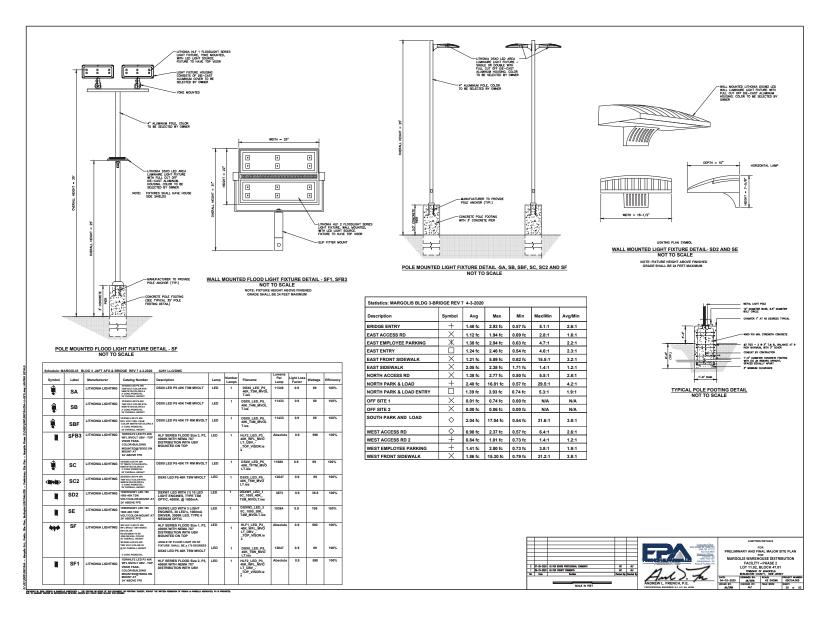


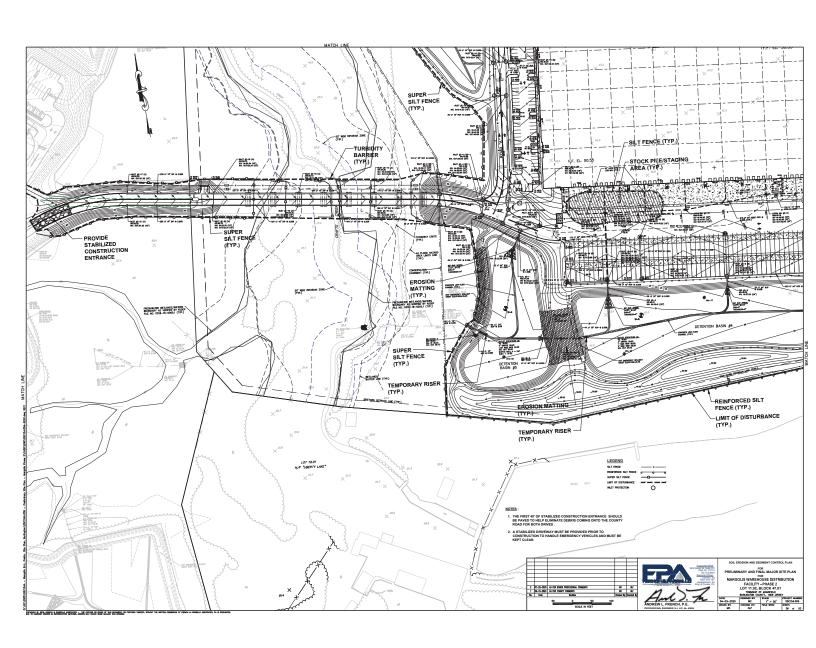


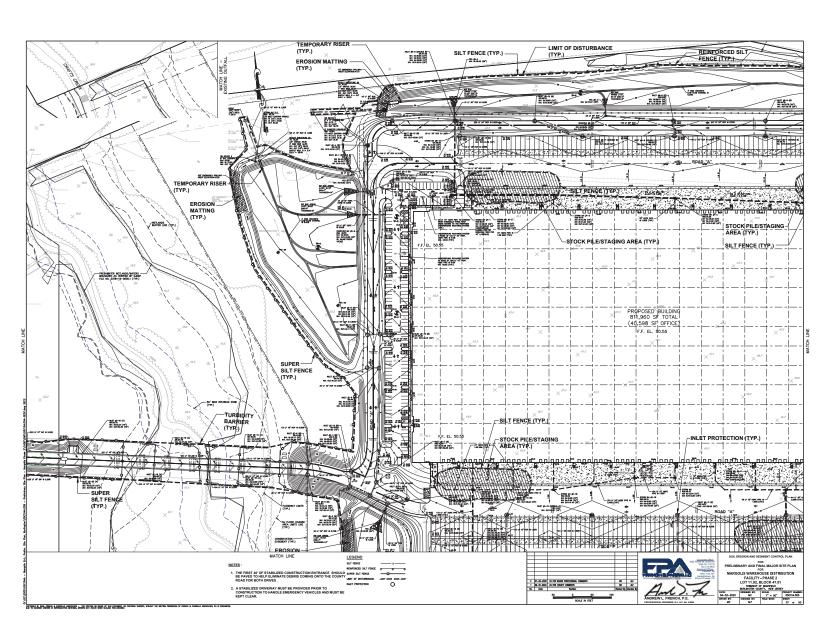


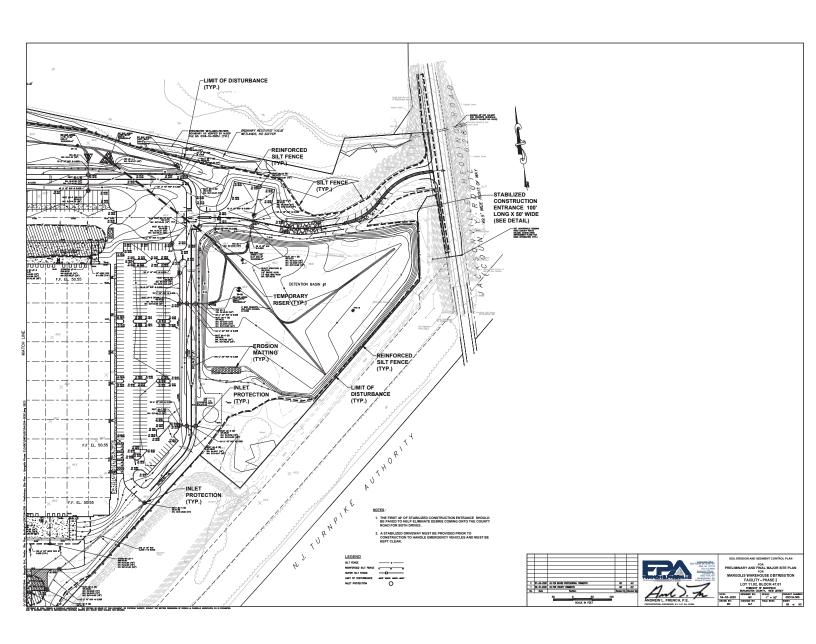


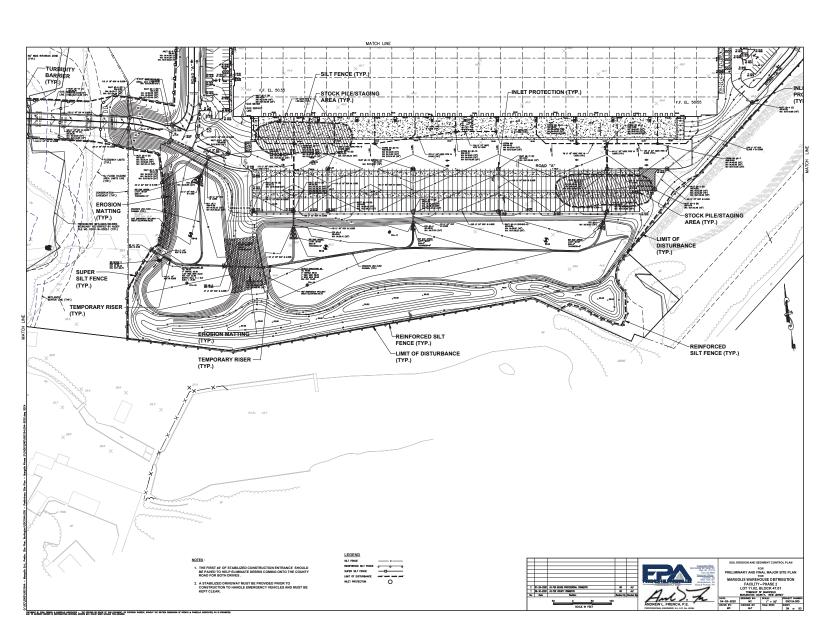


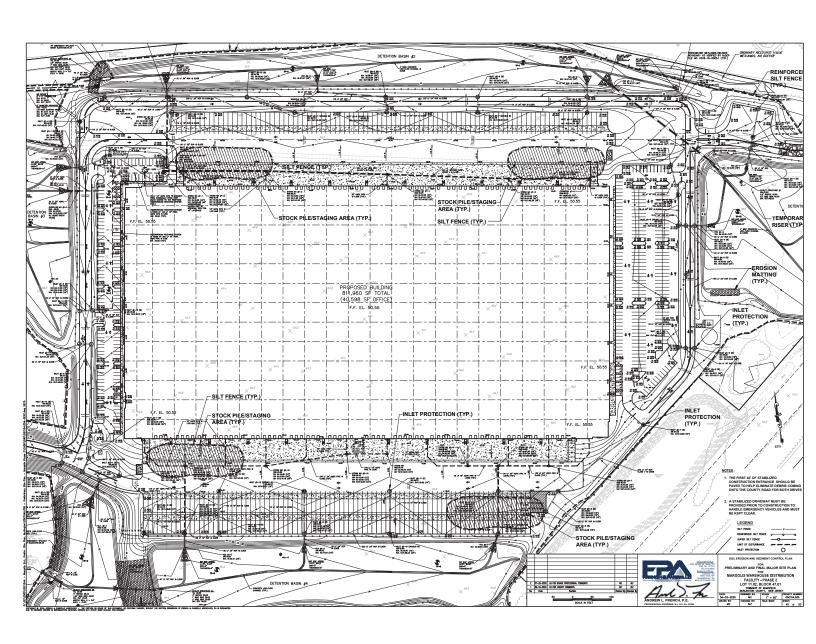












SOIL EROSION AND SEDIMENT NOTES:
ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRACING OPPRACTICA MONOR INSTITULATION OF PROPOSED STRUCTURES OR UTILITIES. SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THE FLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.

ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE UNTIL. CONSTRUCTION IS COMPLETED AND/OR THE AREA IS STABILIZED. ANY DISTURBED AREA THAT WILL BE LEFT EXPOSED FOR MORE THAN SIXTY (60) DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL IMPEDIATELY RECIDING A TEMPORARY SEEDING AND FERTILIZATION IN ACCORDANCE WITH THE STANDARDS. IF THE SEASON PROBBITS TRAFFORMER SELECTION, THE USE THAT HAVE DEVIALED THAN AND HORSE IN ACCORDANCE WITH THE

ALL CRITICAL AREAS SUBJECT TO EROSION WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH IN ACCORDANCE WITH THE STANDARDS IMMEDIATELY FOLLOWING ROUGH GRACING.

THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMMATER RUNOFF IS DIVERTED TO SOIL BROGION AND SEDMENT CONTROL FACULTIES.

ALL SOIL BROSION AND SEDMENT CONTROL STRUCTURES WILL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS AND AFTER TEXTS STORM EVENT.

SOR, STOCKPILES ARE NOT TO BE LOCATED WITHIN FIFTY (50) FEET OF A FLOODPLAIN, SLOPE, ROADWAY OR DRAINGE FACILITY, THE BASE OF ALL STOCKPILES SHOULD BE PROTECTED BY A HAY BALE BARRIER OR STRUMENT EPICHT, PROPERTY LOCATIONS HIST BY DELINEATED ON THE PLAINS.

A CRUSHED STONE THE CLEANING PAD WILL BE INSTALLED WHEREVER A CONSTITUCTION ACCESS DISTS. THE RIP RAP PAD MUST BE 100 FEET IN LERGTH AND THE STONE MUST BE 1.5" AN ISZE, PLACED THICK AND THE FULL WIDTH OF THE ENTRANCE, IT SHOULD BE UNDERLAIN WITH A SUITABLE SYNTHETIC FILTER FARRIC AND MANTANED. THE STRUCTURE MUST BE DELINEATED AND DETAILED ON THE PLANE. If a stone construction access is to be used as an exit onto a major highway, a thirty (30)
FOOT PAYED TRANSTRON AREA SHALL BE INSTALLED. 11. ALL DRIVEWAYS MUST BE STABILIZED WITH 2 % CRUSHED STONE OR SUB BASE PRIOR TO INDIVIDUAL LOT CONSTRUCTION.

ALL DEWATERING OPERATIONS MUST DESCHARGE DIRECTLY INTO A SEDMENT FILTRATION DEVICE. THE SEMENT FILTER MUST BE FALCED SO AS NOT TO CAUSE EROSION OF THE DOWNSTREAM AREA, FIELD PLACEMENT AND USE OF THE STRUCTURE MUST BE APPROVED BY THE DISTRICT EROSION CONTROL INSPECTION PROOF TO COMMENCIENT OF DEWATERING ACMITIES.

16. THE BURLINGTON COUNTY SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED 72 HOURS PRIOR TO ANY LAND

 SOE, HAVING A PH OF 4.0 OR LESS OR CONTAINING IRON SULFIDE MUST BE COVERED WITH A MINIMUM OF 12 INCHES OF SOIL HAVING A PH OF 5.0 OR MORE BEFORE SEEDBED PREPARATION. I. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO PROVIDE CONFIRMATION OF LINE, FERTILIZER AND SEED APPLICATION RATES AT THE REQUEST OF THE BURLINGTON COUNTY SOIL CONSERVATION DISTRICT.

NASA 4:24-38, ET SEO, REQUIRES THAT NO CERTIFICATE OF OCCUPANCY BE ISSUED BEFORE ALL THE PROVISIONS OF THE CERTIFICE SOIL DOCSON AND SEDMENT CONTROL PLAN HAVE BEEN COMPULED WITH TOO PERMANENT MEMORIES, ALL SITE ORDER FOR THE THE PROPERTY OF LIGHTLY ISSUED A REFORM OF CONTROLLANCE AS A PREREQUISITE TO THE ISSUED OF A CERTIFICATE OF COCUPANCY BY THE MEMORPHILITY.

NAM 4:24-30, ET SEO, REQUERS THAT UPON PERMANENT SITE STABLIZATION AND COMPLETION OF CONSTRUCTION BE CONTINUED SHALL APPLY TO THE SEC, CHECKING DESTRICT FOR A FINAL SECTION OF THE SECOND SECTION OF CONTINUE PROPERTY OF THE SECOND AND SECTION AND SECTION AND SECOND SECTION OF THE SEC

OFF SITE SEDIMENT DISTURBANCE MAY REQUIRE A DISTRICT EROSION CONTROL INSPECTOR. 22. A COPY OF THE CERTIFIED SOIL EROSION AND SEDMENT CONTROL PLAN MUST BE MAINTAINED ON THE PROJECT STIE DURING CONSTRUCTION.

ANY CONVEYANCE OF THIS PROJECT PRIOR TO ITS COMPLETION WILL TRANSFER FULL RESPONSIBILITY FOR COMPUNICE WITH THE CERTIFIED PLAN TO ALL SURSEQUENT OWNERS.

4. IMMEDIATELY AFTER THE COMPLETION OF STRIPPING AND STOCKPILING TOPSOIL, THE STOCKPILE SHALL BE SEEDED WITH TEMPORARY VECETATION. STABILIZE TOPSOIL STOCKPILES WITH STRAW MULCH FOR PROTECTION IF THE SEASON DOES NOT PERMIT THE ESTABLISHMENT OF TEMPORARY YEED. ANY CHANGES TO THE SITE PLAN WILL REQUIRE THE SUBMISSION OF A REVISED SOIL PROSENT AND SYMPTOTIC PLAN TO THE BURNINGTON COUNTY SOIL CONDERVATION DISTRICT. THE REVISED PLAN NEEDER STANDARD STORE SOIL PROSENT AND SEPRENT CONTROL IN THE CHRISTIAN STANDARDS FOR SOIL PROSENT AND SEPRENT CONTROL IN THE CHRISTIAN STANDARDS FOR SOIL PROSENT AND SEPRENT CONTROL IN

. MAXMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1.

THE DISTRICT EROSION CONTROL INSPECTOR MAY REQUIRE ADDITIONAL MEASURES TO BE INSTALLED.

38. THE RESPONSIBILITY FOR EROSION CONTROLS FOR INDIVIDUAL LOTS WILL TRANSFER TO SUBSEQUENT OWNDRS OF THE LOT. THIS RESPONSIBILITY WILL BE DESCRIBED IN THE DIED, AND A SINGLE FAMILY HOME PLAN CONTAINING ALL RECESSARY EROSION CONTROLS WILL BE PROMOTED TO THE OWNER.

29. CONCRETE TRUCK WASHOUT AREAS WILL BE MAINTAINED ON A CONTINUAL BASIS AND AS NEEDED.

30. THE STORMMATER POLIUTION PREVIOUS PLAN AND THE SPILL RESPONSE PLAN SHALL BE AVMARAGE ON SITE ON REVER BY THE SID INSPECTION AND/OR THE NLEEP INSPECTION.

31. THE SCD INSPECTOR OR NUCEP INSPECTOR MAY REQUIRE ADDITIONAL MEASURES FOR STORMMATER POLILITION PREVIOUND TO BE INSTALLED.

32. INSPECTIONS OF ALL STORMMATER POLIUTION PREVENTION PLAN MEASURES WILL BE CONDUCTED AND DOCUMENTED ON A REDULAR BASIS AND AFTER EVERY STORM EVENT.

X. WASTE COLLECTION CONTAINERS WILL NOT BE PERMITTED TO OVERFLOW.

I. ANY SPILLS OF MAZARDOUS OR SANTARY WASTES WILL BE CLEARED UP MANDIATELY, AND IN ACCORDANCE WITH THE SPILL RESPONSE PLAN. SPILL KITS MUST BE AVAILABLE ONSITE OR ADJACENT TO THE STIL.

. ANY HAZAROOUS SUBSTANCE RELEASES IN EXCESS OF REPORTABLE QUANTITIES (RO) ESTABLISHED UNDER 40 C.F.R. 110, 117 AND 302 THAT GOOUR WITHIN A 24 HOUR PERIOD MUST BE REPORTED THE MATIONAL RESPORCES CONTRE (600 424-460).

IN ORDER TO PROVIDE SUITABLE CONDITIONS FOR GROWTH AND VEGETATION AND TO PREVENT THE ADDIFFING OF DRAINING WATER IN THOSE AREAS UNDERLAIN WITH ACID FORMATIONS WITH A ph. BELOW 4.0 THE FOLLOWING RECOMMENDED SHALL BE MEET.

LINT THE EXCAVATION AREA AND EXPOSURE TIME WHEN HIGH AGD PRODUCING SOLS ARE ENCOUNTERED.

TOPSOL STRIPPED FROM THE SITE SHALL BE STORED SEPARATELY FROM TEMPORARLY STOCKPLED HIGH AGD PROJUCING SOLS.

STOCKPIES OF HIGH ACD PRODUCING SOIL SHOULD BE LOCATED ON LEVEL LAND TO MINIMIZE ITS MOVEMENT, ESPECIALLY WHEN THIS MATERIAL HAS A HIGH CLAY CONTENT.

TEMPORARILY STOOPPLED HIGH ACD PRODUCING SOL MATERIAL TO BE STORED MORE THAN 48 HOURS SHOULD BE COMPERED WITH PROPERLY AMENINGED, REAVY GAMES SHEETS OF POLYSTHALINES WHERE POSSERLE F NOT POSSELL STOOPPLES SHALL BE COMPETED WITH A MARMAN OF 3 TO BE CHEESE OF WOOD OFF TO MARMED, ROTINGED OF THE STOOPPLES SHALL BE CHESTED WITH A CHEESE OF THE STOOPPLES SHALL BE STOOPPLES THE SECONDAY OF THE STOOPPLES TO STOOP A SHALL BE CHEST AND A SHALL BE CHEST AND A SHALL BE STOOPPLES TO THE STOOP A SHALL BE STOOP A SHALL BE STOOPPLES TO THE STOOP A SHALL BE ST

HIGH ACD PRODUCING DOLS WITH A pH OF 4 OR LEDS, OR CONTAINING HIGH SULFICE, (INCLUDING BORFOR FROM CUTS OR DESDEED SEEMINT) SHALL BE LATERATELY PLACE OR RIFIED WITH LIMISTONE APPLIED AT THE RATE OF 10 TORS FER ACRE. (OR 450 FOLDING FOR LOOS DOLME, FEET OF SUMPLICE AREA), AND CONSECD WITH A IMMINIOR OF 12 MICHES OF SETTLED DOL. WITH A PH OF 5 OR MORE DIZIEPT AS PELLOWIS.

AREAS WHERE TREES OR SHRURG ARE PLANTED SHALL BE COVERED WITH A MINIMUM OF 24 INCHES O SOL WITH A JHI OF 5 OR MORE.

B. DISPOSAL AREAS SHALL NOT BE LOCATED WITHIN 24" OF ANY SURFACE OF A SLOPE OR BANK, SUCH AS BERNS, STREAM BANKS, DITCHES AND OTHERS TO PREVENT POTENTIAL LATERAL LEADING DAMAGES.

EQUIPMENT USED FOR MOVEMENT OF HIGH ACID-PRODUCING SOILS SHOULD BE CLEANED AT THE END OF EACH DAY TO PREVENT SPREADING OF HIGH ACID-PRODUCING SOIL MATERIALS TO OTHER PARTS OF THE STIE, INTO STREAMS OR STORMANDER CONVEYANCES, AND TO PROTECT MACHINETY ROOM ACCELERATED RIGHTMS. NON-WOCTAINS EROSEN CONTROL PRACTICES (STONE TRACKING PAGE, STRATEGRALLY PLACED LIMESTONE CHECK DAM, SEDIMENT BARRER, WOOD CHPS) SHOULD BE WISTALLED TO LIMIT THE MOMEMENT OF HIGH AGG-PRODUCTION SOLS FROM, AROUND, OR OFF THE SITE.

FOLICIBMO BURNA, OR REMOVAL OF HICH ACCID-PRODUCING SOL, TOPSOLING AND SEEDING OF THE SITE (SEE TEMPORARY VEGETATING COURS FOR SOL STABLIZATION, FORMANDY VEGETATING COURS FOR SOL STABLIZATION AND TOPSOLINGAL MANITORING BURNAY FOR SOLINGAL FOR SOLINGAL FOR SOLINGAL FOR SOLINGAL FOR STABLIZATION AND THAT NO HIGH ACCOUNT SOLINGAL FOR SOLINGAL STABLIZATION AND THAT SOL HIGH ACCOUNT SOLINGAL FOR SOLINGAL STABLIZATION AND THAT SOLIT SOLICITATION OF COMPRET THE FORGILLAL STALL DIST, THE AFFECTED AREA USING THE RETAINED AND SOLICITATE AND OF COMPRET THE FORGILLAL

T REFERENCES.

A GRADE AS REZERD MO PEARINE TO PERMIT THE USE OF CONCENTRONAL ECOMPACT FOR SEEDED PREPARATION, SEEDINA, ME AND GRADE MELTON RESIDENCE THIS TRANSPORT, TOTAL LAND GRADE MELTON RESIDENCE. THIS TRANSPORT OF THE RESIDENCE AND ADMINISTRATION OF THE RESIDENCE AND ADMINISTRATION OF THE RESIDENCE OF THE RESIDENCE AND ADMINISTRATION OF THE RESIDENCE OF TH

TOPSOL SHOULD BE HANDLED ONLY WIED ITS DRY ENOUGH TO MORE WINDUT DAMAGING THE SOL STRUCTURE. A UNIFORM APPLICATION TO A
DEPTH OF 5 NOVES (MISCETTLES) IS ROUSED ON ALL SITES TOPSOL SHALL BE AMEDICED WITH CREAMED MATTER, AS METICED, IN ACCORDANCE

NSTALL NEEDED EROSION CONTROL PRACTICES OR FACILITIES SUCH AS DIVE MEASURES, SEDMENT BASINE, AND MATERIANS.

NEW PREFACTION AND LIMITAGES AND FERTILIZES TO TOPICS, WHICH HER SPEED AND FRIEND, ACCORDING TO 504, TOST INCOMPANISHED STREET OF THE SPEED AND FRIEND, ACCORDING TO 504, TOST INCOMPANISHED CONTROLLING STREET, AND SPEED AND SPE 8. WORK LIME AND FERTILIZED NITO THE TOPSOL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INDIES WITH A DISC, SPRING TOOTH HARROW, OR OTHER SUITABLE COUPMENT. THE FINAL HARROWING OR DESING OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE TILLAGE UNTIL A

C. HIGH AGO PROCURING SOIL SCES HANNO A PH OF 4 OR LESS OR CONTAINING BIGH SULFEE SHALL BE COVERED WITH A MINIMUM OF 12 NOTIC OF SOIL HANNO A PH OF 5 OR MORE EXPORE WITHATING SEESEED PREPARATION. SEE ACID SOIL MOTES.

HARD FESCUE
PERDINAN, RYESPASS
HENTUCKY BLUESPASS
0 1.08/1,000 S.F. FOR SECOND WITHIN THE FRESHMATER WETLANDS AND WETLANDS BUFFOR AREA, CONTRACTOR SHALL USE ECCLORY GRASS MINTHE — LIGHTS SECOND COMPANY (1-686-538-3860) OR WITH OTHER NATIVE SPECIES OR VECETATION APPROVED BY THE BURLINGTON COUNTY SOLL CONSERVA

PLEASE NOTE THAT OTHER SEED MOTURES CAN BE USED IN ACCORDANCE WITH THE STANDARDS FOR SOIL BROSON AND SEDMENT CONTROL IN NEW JESSEY.

B. COMMENTIONAL SECTION IS FEFFORMED BY AFFLYING SEED IMPROMALY BY HAND, CYCLONE (CONSTRUCAL) SEEDER, EXCEP SEEDER, DESPECTOR, DEALED, HEROSESTER OF CHILD, HEROSESTER SEEDER, DESPECTOR SEEDER,

AFTER SEEDING, PRIMING THE SOIL WITH A CORSULATED ROLLER WILL ASSURE GOOD SEED—TO—SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEZING EMPRICANCE. THIS IS THE PREFERED METHOD, WHEN PERFORMED ON THE CONTOUR, SHEET EROSION WILL BE MINIMAZED AND WATER CONCERNATION ON STEE MILL BE MANIMAZED.

I PRODUCTION OF A BROADCH'S SEEDAN MITHOU (USUALLY MAY DE TOUT, OR TRACET-MOUNTED TANK, WITH AN ARTITION SYSTEM AND INFORMACE PROPER OF MINORS CORE, MARTIN, AND FERTING AND STRAWN HE HAS KNOTH OR PERFORMED SCEEDAN, MOULD, SHALL MEET A BULLOCO, IN THE TANK WITH SEED, SHORT-MENDED BALLOW HAVE SHAPED WITH A MYTOSECORY FULLOW SHEED, SHORT-MENDED BALLOW HAVE SHAPED WITH A MYTOSECORY FULLOW SHEED, SHORT-MENDED BALLOW HAVE SHAPED WITH A MYTOSECORY FULLOW SHEED, SHORT-MENDED BALLOW HAVE SHAPED WITH A MYTOSECORY SHORT SHEED SHEED AND FRIENDING HE HAVE SHAPED WITH SHEED SHE MUCHING IS REQUIRED ON ALL SEEDING, MULCH WILL INSURE AGAINST ERIOSION BEFORE GRASS IS ESTABLISHED AND WILL PROMOTE FASTER AND EARLIESTAND OF PROTECTION OF

A. STRAM OR HAY. UNROTTED SMALL GRAM STRAM, HAY FREE OF SEEDS, APPLIED AT THE PAIRS OF 1 3 TO 2 TORS AGRE (TO TO BO POUNDS FER LIDOS SQUARE FEET), COOST THAT MISSIES A CRAMPER IS OSD METURO OF A LIQUES MALLOH—MOST (TAGORTHES OR AGENCY, RE NASK OF APPLICATION IS 3 THEY FOR AGE, BLUCK OFFRING—ROUSES MANT SQL TRANS THE MALCH HAY MALCH IS NOT RECOMMENDED FOR APPLICATION—SPREAD MALCH LIMPORMY BY HAND OR MICHARCALLY SO THAT APPROXIMATILY MIX OF THE SOLI, SHEFACE WILL BE CONSISTO.
FOR LIMPORM DISTRIBUTION OF HAND—SPREAD MALCH, DIVER ARCH WITO APPROXIMATILY 1,000 SOURCE PEET SECTIONS AND DESTRUCTION TO TO
DEPOSITION SPREAD ACCOUNTS. ANCHORNO SHALL BE ADDITIONED INMEDIATELY AFTER PLACEMENT TO MININZE LOSS BY WHID OR WATER. THIS MAY BE DONE BY ONE OF THE

FEE AND TRIBLE COME & TO ID NOT MODES AFEE TO WHIRE IT IS A DRIVEN OF THE COME OF THE OWN AND CORE. A RECT IN ALL DESCRIPTION EXAMES MAY NOT A COMMON THE TO ALL DESCRIPTION OF THE COME OF THE OWN AND COME O

CHRIPTER (MLCH AND-GRING COLUMES TOCK) — A TRACTOR-DRAWN INFLIENCY, SOMEWAY LIVE A DISC WARRING ESPECIALLY REGISTED TO 1999 OR CUT SOME OF The STROMACHEST CONFIDENCE AND THE STROMACHEST LIVE A DISC WARRING ESPECIALLY RES AD MACH BRECKS-MAY SE USED TO ADMINISTRATING RETHAN MACH.

A AMHLICHER SHEALD SE HAWRER AT EXCES THE MACH THE CONTINUE THE MACH, IN VALLETS, AND AT ORBITS OF SHAKES, REMANDER OF AREA
SHICLD SE USED THE MYSTAGANCE.

ORDANO, AND VECTIBLE BANDD BRACES - MAINALLY COURSENS, FORECE BAND, HYDROPHILD MAIDBRACE DATA BRODD WITH BANDE FORBALATES -CE, AND BRICH APPEND TO MALD VIEWER FAIRFACTION FORMS CORRECTIONS AND FORECESS OF REPORTING OF REPORTS OF REPORTS AND FORECAST. FOR MAINTAINING TO REPORT OF REPORT OF THE PROPERTY OF THE MAINTAINING OF THE PROPERTY OF THE MAINTAINING OF THE PROPERTY OF THE P SYMPHETIC REGIONS — HIGH POLYMER SYMPHETIC BRALEDON, MISCIERE WITH WATER WHICH DILVIED AND FOLLOWING APPLICATION TO MILLON, DAYING AND CURRING SHALL NO LONGER HE TOLLOWED HE

APPLY THE FULL 0.2 TO 0.4 INCHES OF WATER AFTER SPREADING PELLETIZED MULCH ON THE SEED BED IS EXTREMELY IMPORTANT FOR SUFFICIENT ACTIVATION AND EXPANSION OF THE MULCH TO IMPORTANT STORY CONVENED.

IF SOR MOISTURE IS DEFICIENT, AND MULCH IS NOT USED, SUPPLY NEW SEEDINGS WITH ADEQUATE WATER (A MINIMUM OF 1/4 NIOH APPLIED UP TO TWICE A DAY UNIT, MEGETATION IS WILL ESTABLISHED). THIS IS ESPECIALLY TRUE WHEN SEEDINGS ARE MADE IN ABNORMALLY DRY OR HOT WEATHER OR ON DESCRIPTLY START

CONSTRUCTION SCHEDULE AND PROCEDURE FOR IMPLEMENTATION OF SOIL EROSION AND SEDIMENT CONTROL MEASURES.

1. PROVIDE TEMPORARY STABILIZATION OF ALL DISTURBED AREAS AND INSTALL SLT FENCE, INLET PROTECTION, STABILIZED CONSTRUCT
ENTRANCE AND ALL OTHER METERS AND AND ENTRANCE (A METERS).

CONSTRUCT AND STABLIZE ALL SEDIMENT BASINS, INSTALL TEMPORARY RISER OUTLETS, AND STOCKPILE EXCAVATED SOIL IN THE APPROVED LOCATIONS. STOCKPILES MUST BE STABLIZED INMEDIATELY UPON COMPLETION. (2 MEXIS)

GRADE BUILDING AREAS, CONSTRUCT BUILDINGS, NO BUILDING SHALL BE CONSTRUCTED PRIOR TO THE INSTALLATION AND STABILIZATION OF ALL ASSOCIATED BASINS, (ON GOING FROM COMMENCEMENT OF PROJECT)

 ESTABLISH FINISHED GRADE, PLACE SIDEWALKS AND ESTABLISH PERMANENT VEGETATIVE COVER, LOW FLOW CHANNELS IN DETENTION BASINS SHALL BE INSTALLED AS FINAL BASIN GRADES ARE ESTABLISHED AND STABLIZED. (2 MONTHS) I. REMOVE ACCESS PROTECTION, INLET PROTECTION, AND SLT FENCE AFTER ALL DISTURBED AREAS HAVE BEEN STABLIZED (ON GOING). O. PAVE ROADWAYS AND COMPLETE LANDSCAPPIG. (8 MEDICS)

THE ABOVE SCHEDULE IS FOR THE INFLEMENTATION AND INSTALLATION OF SOL EROSION AND SEDMENT CONTROL MEASURES ONLY, CONTRACTOR MAY MODIFY AND/OR OREAST HIS OWN STADULE. IF THE CONSTRUCTION SOCIEDALS IN MODIFIED A REVISION FOR THE CONTROL SOL RESIDENCE HIS DESIGNATION CONTROL FAIL MAY MAY BE REQUIRED.

ORDER AS RECED AND FEASINE TO POSMIT THE USE OF CONNENTIONAL EQUIPMENT FOR SEZERED PREPARATION, SECOND, MILCH APPUGATION, AND MILCH ANCHORING, ALL GRACING SHOULD BE DONE IN ACCORDANCE WITH TEXANIANCE FOR ANY CONTINUE OF THE SECONDAIN.

NOTALL NEEZED ESCORO CONTROL PRACTICES OF FACILITES SUCH AS DISENSONS, GRACE STABLIZATION SERVICIPETS, CHANGE, STABLIZATION BEASURES, SEDMENT BASINS, AND WATERWAYS. SEE STABLANDS 11 THROLOGO. S.

UN-BOTTED BANKL-SHARE, OR SHLT HAY AT 20. TO 2.5 TORS PIPE AGES IS SPEEZU INFORMEY AT 90. TO 119 POWER FPR 1.000 SUMMER PET AND MORNHOR DET HAY HAVE AN ARE SHARED A HAVE BEEN BEEN AND A HAVE BEEN AND A HAVE

ASPINATION DISCONDINO IN RECOGNIZIONE IN THE AUTHOR OF DESIGNATION OF THE OFFICE AND A SECTION DISCONDINE IN THE AUTHOR OF TO TIGOD OUTSIDE IS NOT A PROPRIEM. A UNITED PERSON OF THE WESTE TRAVEL BY PEOPLE, AMBINES OR MACHINES IS NOT A PROPRIEM. SINNIFED OR MONATO STRUCTURES MAY BE USED HANDLE CONCINCIONES AND IN CLANIFITIES AS RECOGNIZIONED ON THE MANAFACTURES.

WOOD-FIRER OR PAPER-FIRER MALCH AT THE RATE OF 1,500 POUNDS PER AGRE (OR ACCORDING TO THE MANUFACTURER'S REQUIREMENTS) MAY BE APPLIED BY A INTROSECTION.

WOODCHES APPLIED INFORMAT OF A MINIMUM DEPTH OF 2 POINTS MAY BE USED.

WEST OF AREAS WHERE FLOWING WATER COLLS WHERE FLOWING WATER COLLS WAS THEM HTO AN INLET AND
FULUS IT.

G. GRAVEL, CRUSHED STONE, OR SAG AT THE RATE OF 9 CURIC YMRDS PER 1,000 SQ. FT. APPLIED UNIFOR A MANAGEM OPENI OF 3 MAYOR MAY BE 1950, SOT 9 OR 3 (ASTM-C-33) IS RECOMMENDED.

MULCH ANCHORNO - SHOULD BE ACCOMPLISHED BANDWATELY AFTER PLACEMENT OF HAY OR STRAM TO MANAGE LOSS BY MIND OF WATER. THIS MAY BE COME BY ONE OF THE FOLLOWING METHODS, DEPENDING UPON THE SIZE OF THE AREA AND STREPASS OF SLORES. PES AND THINE — DRIVE 8 TO 10 MICH MODDEN PESS TO WHITE 2 TO 3 NICHES OF THE SOIL SURFACE EXPLY 4 FEET IN ALL DRECCIOURS STANCE MAY BE OWNED METTERS ON A THE APPLYING MAJOR. SECURE MAJOR TO SOIL SURFACE BY STRETCHAIN THEIR STREETS HESS IN A DISCUSSION ON A SQUAME PATTERN. SECURE THEM

MALCH NETTING - STAPLE PAPER, COTTON, OR PLASTIC NETTINGS OVER MALCH. USE A DEGRAGABLE NETTING II AREAS TO BE MOMED, NETTING IS USUALLY AWALARLE IN ROLLS & FEET MIDE AND UP TO 300 FEET LONG. CREATER MALCH ANCHORSES COLLET TOO. — A TRACTOR—LAWN BYLLBOTT ESPECIALLY DESCRIBED TO FRANCISCO CONTRACTOR AND ANCHORSES AND ANCIONADO ANCIO

COLMAN, MEN, VOCTABLE, BACED DROCKS — MATERIALY OCCUPRING, POWERS BACED, HOSDOWILLD BACED AND MATERIALS THAT RECORD BACED BACED AND FAMILY OF SHALL BE PHYSIOLOGICALY HAMBLES AND NOT RESULT IN A PHYTOTOGE SPECIET OR BREEK SHOWN OF THE PHYSIOLOGICALY CONTINUES BACED AND PROBLEM TO THE PHYSIOLOGICALY CONTINUES BACED AND PROBLEM TO THE PHYSIOLOGICAL PROBLEM BACED TO T

SYMPHETIC BRICERS — HOW POLYMEN SYMPHETIC EMULSION, MEDICAL WITH MATER WITH DELICAL MATER PROPERTY OF THE SOLUTION OF THE STATE OF THE

TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

A GRADE AS RECORD AND PEASER. TO PERMIT THE USE OF CONVENTIONAL COUPMENT FOR SECTIONS PROPERTY AND SECTION, SECON APPLICATION, AND SECON AND RECORD AND SECOND BE COME IN ACCORDANCE SETS STRANGAGE, FOR LAND GRADES.

NSTALL NEEDED ENDSION CONTROL PRACTICES OR FAGULTES SUCH AS ENERGOUS, GRADE STABLE STRUCTURES, CHANGE STABLESTABLES, SEGMENT BASINS, AND WATERWAYS. L MARTIANELY PRIOR TO SIZENG, THE SLEPFACE SHOULD BE SCARPED O' TO 12" WE'RE THESE HAS REIN SOIL COMPACTION. THIS PRIACTICE IS PERMISSIBLE ONLY WE'RE THESE IS NO DANGER TO UNDERSTOUND UTUINES (CHALL), REMOTATION STITSING, (TIC.)

THE STATE OF THE S MORK LINE AND FERTILIZER INTO THE TOPSOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRING TOOM HARRING, OR OTHER SUTTABLE COMPARTY. THE FRALL HARRINGHOOD OF EXISTING OPERATION SHOULD BE ON THE CREATING CONTINUE TLACE UNITED. SELECTIONS UNITED METERS SECONDED TO PREPARED.

IMPROT SEEDRED JUST REFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACE IN ACCORDANCE WITH THE ABOVE.
 SOILS HOH IN SILFIDES OR HAVING A PH OF 4 OR LESS, SEE ACID SOIL HOTES.

SPRING CATS 0 2.0g/1,000 S.F., WITH OPTIMUM SEED DEPTH OF 1.0 NCH NNTER CEREAL RIC 0 2.0g/1,000 S.F., WITH OPTIMUM SEED DEPTH OF 1.0 NCH

CONNUMBRIONAL SEEDING IS PROFORMED BY APPLIAND SEED UNBFORMER BY HAND, CYCLOME (CENTRIFUGAL) SEEDER, DOWN SEERIN, DAIL OR OUTFACES MESSEN, DUZIFF FOR PRILET, HYDROSEZED OR OUTFACES MESSAND. SEEDINGS, ESCHOOL OF THE SEEDINGS, DESCRIPTION OF THE SEEDER SHALL BE ACCORDING TO A CENTRIFUGATION TO A CENTRIFUGATION OF THE SEEDER SHALLOW OF THE SEEDER SHALLO

AFTER SECTIONS, FRANCE THE SOIL WITH A CORPURATED ROLLER WILL ASSUME GOOD SEED-TO-SOIL CONTACT, RESIDES CAPILLARITY, AND IMPROVE SEEDLING DISCRODUCE. THIS IS THE PREFEDRED METHICS. HARD REPORTED ON THE CHILDREN, SHEET RESIDENCE WILL BE IMPROVED AND WARP CONSERVATION ON SITE WILL BE IMPROVED.

TOPSOIL SPECIFICATION

METHODS AND MATERIALS 1. MATERIALS

A TOPSOL SHOULD BE FRAME, COMMY, FREE OF DERRIS, ORACTIONABLE WEEDS AND STORS, AND CONTAIN NO TODG SUBSTANCE OR ANOTHER CHRONIC OF PHYSICAL CONDITION THAT MAY BE IMPRIENT TO FLAMF ORDERS, FOUNDATION THAT THE ANGE SHAME OR THE EXCUSSIVE CONCENTRATE LESS THAN OS SHAMENOS WERE SHAME ORDERS OF THE SECONDATION OF THE SHAMENOS HAVE SHAMENOS AND ANOTHER CONTENTS OF THE PRESENT GROWN CANNOT AND THE CONTENTS OF THE CONTENTS OF THE PRESENT GROWN CANNOT AND THE CONTENTS OF THE CONTENTS OF

TOPICS, SHESTING IS A SOL MATTERN, WHICH MAY HAVE REDN AMENIED WITH SAME, SLT, CLAY, ORGANIC MATTER, FEFTLIZES OF LIKE AND THE APPLICATION OF TOPICS, TOPICS,

VESTATUS COURS - SEE STANDARD FOR TEMPORARY VESTATIVE COURS, PG. 7-1, PER STANDARD FOR THE STANDARD WITH SOD, PG. 6-1

TILLICE - TO ROUGHEN SUFFACE AND MEMO CLOSS TO THE SUFFACE. THIS IS A TEMPORARY EMPORACY WEARLINE WHICH SHOULD BE LOSD METORS SOLE CONSISTANT, BEGIN FLORING ON WINDOWN DOCK OF SITE, CHEEL-THY FLORE SHACES AND AND SHARES APART AND SHRON-TOTAL PROMOTES AND LANGUARDS OF COMPLEX WORK MAY PRODUCE THE GENERAL DATA AND SHARES AND THE CONTROL OF THE CONTROL

DIFFECTION OF THE SEMENALD WITH THE SUPPLIES MET.

DEBBERGE - SILD BOMBO FRICCE, SHOW FRIESES, BURLAP FRICCES, CHAILE BULLS, BALLES OF HAY AND SMALAR MATERIAL, CAN BE

DEBBERGED - SCALE BOMBO FRIESCE, SHOW FRIESES, BURLAP FRINCES, CHAILE BULLS, BALLES OF HAY AND SMALAR MATERIAL, CAN BE

DEBBERGED - SCALE BALLES AND SHOW FRIESES, BURLAP FRINCES, CHAILE BULLS, BALLES OF HAY AND SMALAR MATERIAL, CAN BE

DEBBERGED - SCALE BOMBO FRIESCE, BURLAP FRINCES, CHAILE BULLS, BALLES OF HAY AND SMALAR MATERIAL, CAN BE

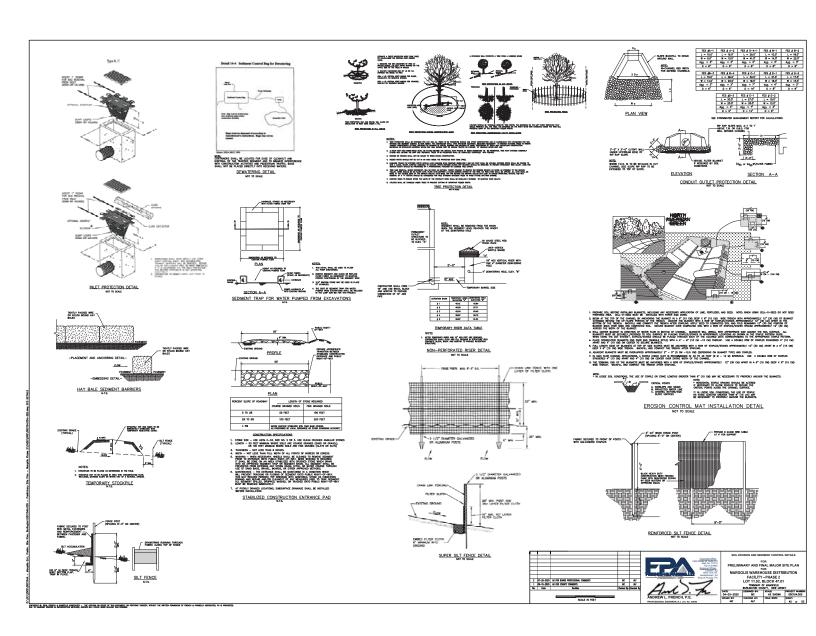
CALCIAM CHLOREE — SHALL BE IN THE FORM OF LODGE, DRY GRANALES OR FLANCS FINE ENCOUNT TO FEED THROUGH COMMONLY USED SPECKEDS AT A RATE THAT BILL BEED SURFACE WORST BUT NOT CHUSE POLLUTION OR FLANT DAMAGE. IF USED ON STEEPER SLOPES, THOSE USE ORDER PRACTICES TO PREVIOUS MISSINGS WITH STEEMES OR ACCOMMENDATION AMOUNT PLANTS.

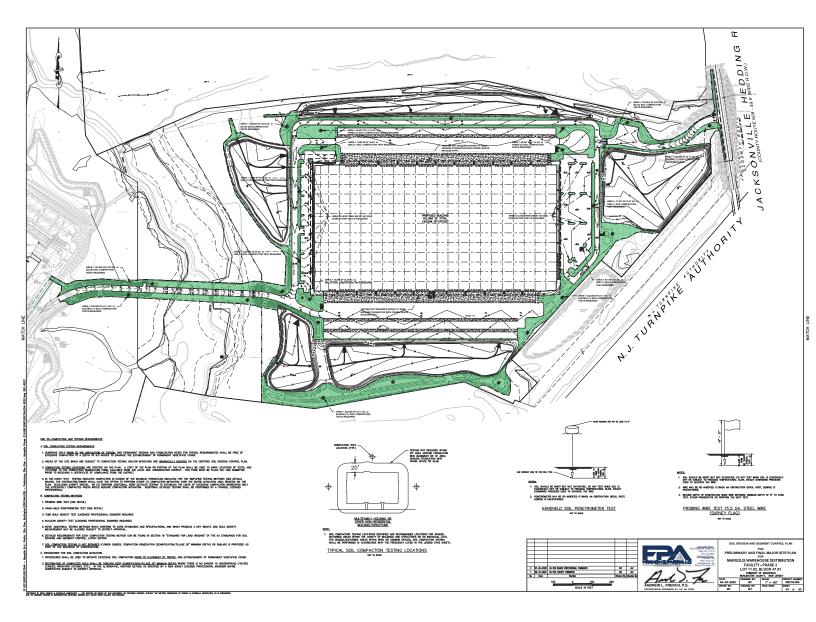
NOTERIAL.	DELTER	TYPE OF MODULE	GALLONVACE
Animic asphalt emulsion	2.0	Coarse Spray	1200
Lates emploise	12.91	Fine Spray	28
Rosin in voter	4.1	Fine Spray	300
Polyacylamide (PAM) – agray on Polyacylamids (PAM) – dry agrand	Apply according to manufacturer's instructions. May also be used as a solution to collected begins to florestate and prospirate cosporated policials. Not Kollecter Basin market(p. 28.1)		
Acidstand Sry Dear Step Stick	New	Coarse Spray	1300

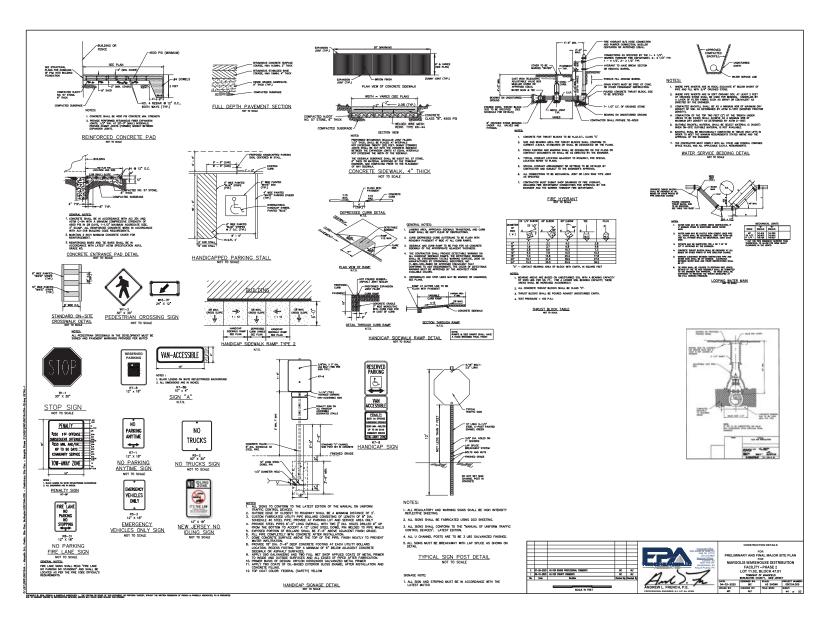
2 07-28-2020 AS FER BOND PROFESSIONAL COMMENTS
1 08-03-2020 AS FER COUNTY COMMENTS
Tile. Exist Feldon

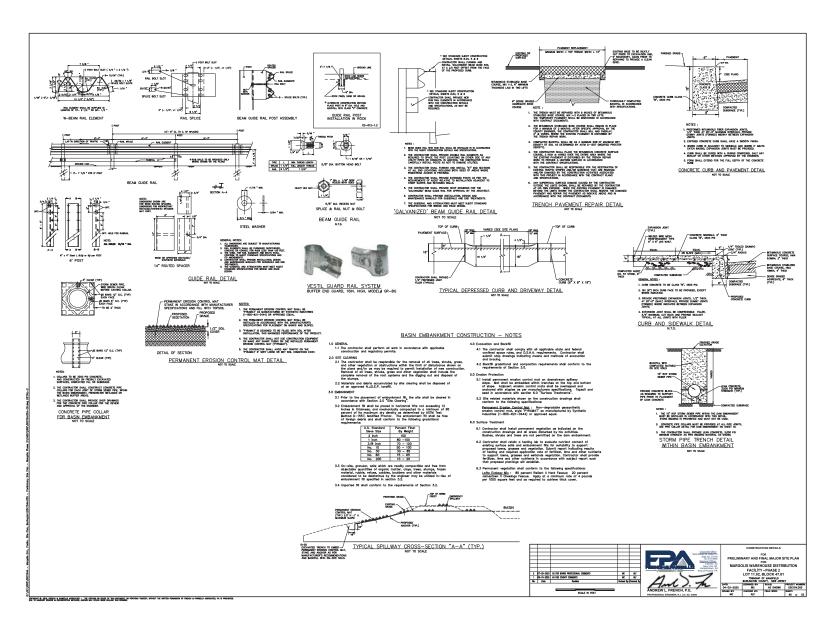


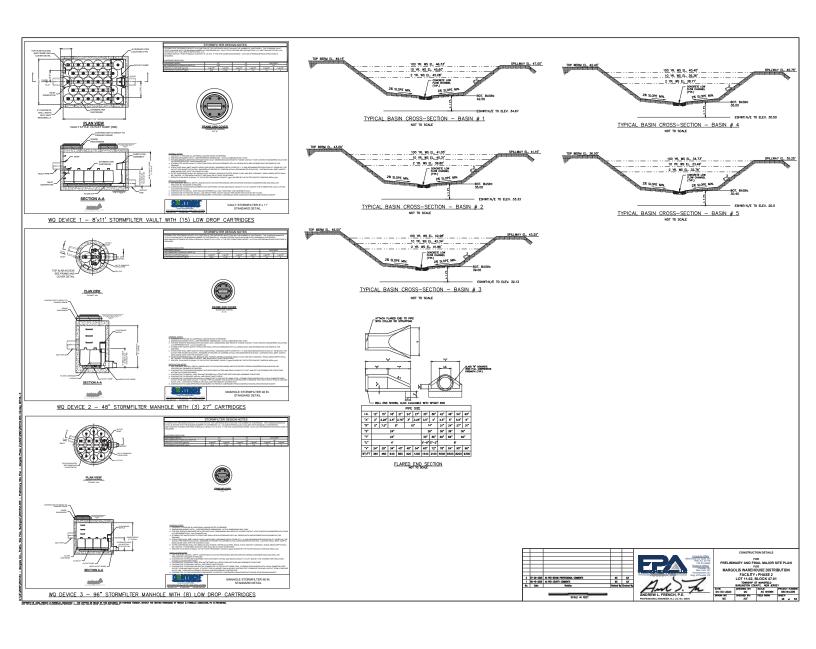
COPMINE O JOS, REGION & PARRICUS ASSOCIATES ... THE COPPINS ON SELECT OF THIS DOCUMENT, OF POSSIONS THEREOF, WHICH THE DOC TO REGIST (MINDE IN APPRICATION METHOD), DRIVES AND COLOR WHICH SPAIRS FOR DEPRING

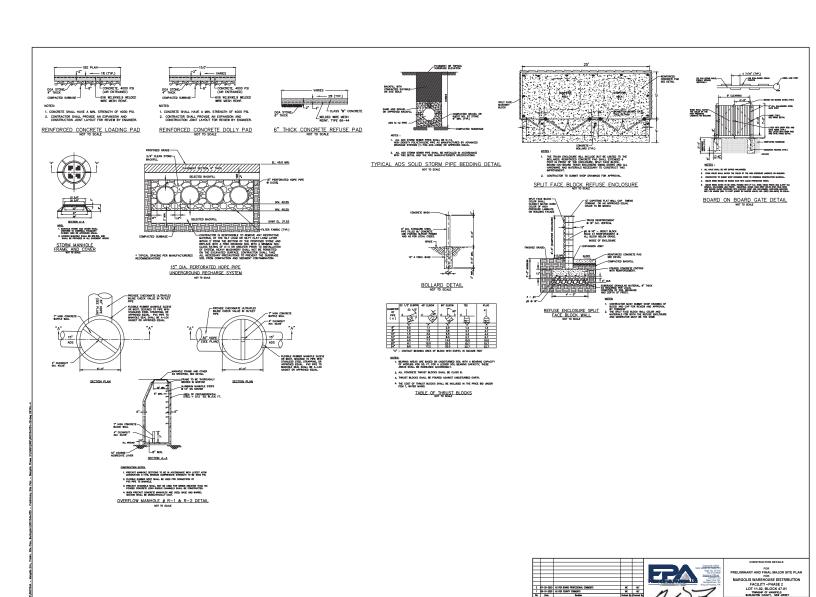




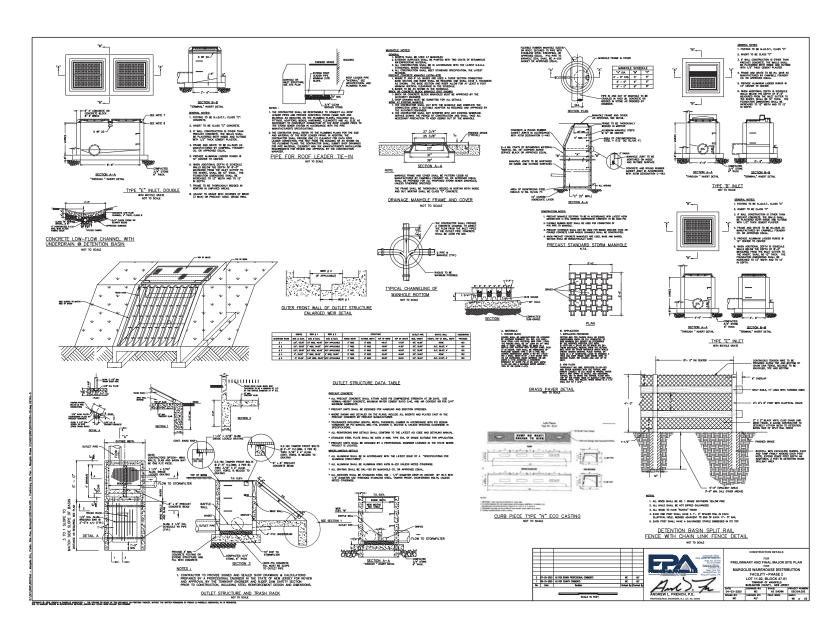


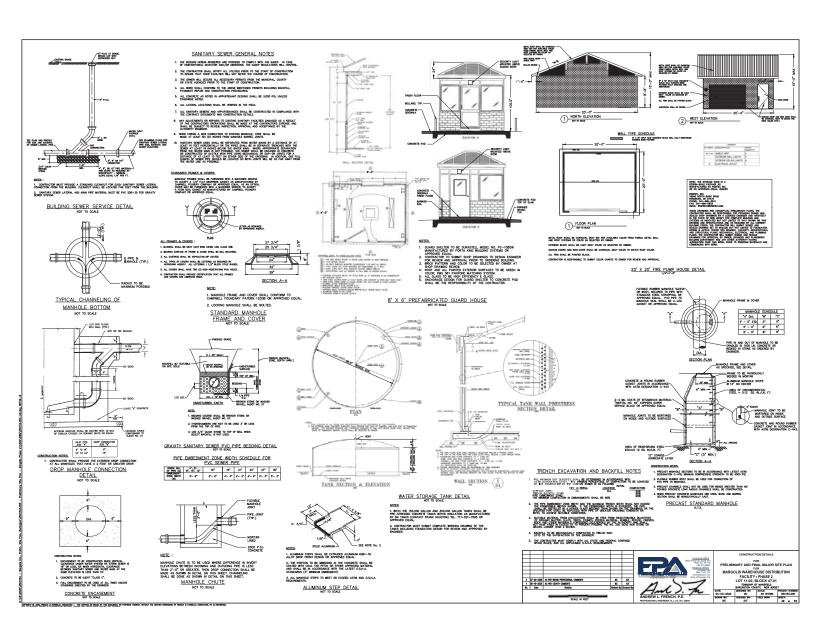


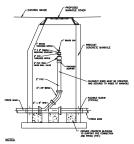




OUT & 2010, PRODUCE A PARTICULAR PRODUCTO THE CONTROL OF STORE OF THE PRODUCTO, OF PERTONS THEREIN, WITHOUT THE WHITTON P

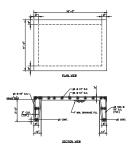






- NOTES.

 IN PRESENTE CLEANUT VANCE SHALL BE PROVIDED AT ALL LOS PROVIDED AT THE PROPOSED AND ALL SOT RESPERTE BIT HE PROPOSED AND ALL SIZE AT THE PROPOSED AND A



TURNED DOWN SLAB DETAIL

- CAST—IN—PLACE CONCRETE:

 A. GOMERTE SOME SOME CONTROL TO THE LACET GOTION OF THE NO GRAZING COSC.

 A. GOMERTE SOME SOME OR START TO LACET GOTION OF THE NO GRAZING COSC.

 A. GOMERTE SOME SOME. SOME, SAME, ARTING (2005) FIT COMPRESSED STREAMS of the START CONTROL I AG-DOL, AG-DOA AND ARTH G-MA.

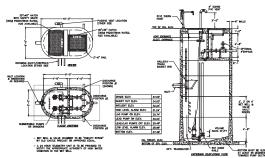
 E ECTREET REPRODUCTION OF ENTRE AND PLACES TO BE 1-1/2 HOUSE.

 E ECTREET REPRODUCTION OF ENTRE AND PLACES TO BE 1-1/2 HOUSE.

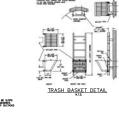
 E EXPERIENCE TO THE MERCHAN ON BLACKET RANGE OF AG-DOA.

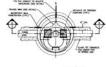
 CONTROL TO A CONTROL TO ANAMEN OF OCCUPIED STREET, STREET HE FROM THE FAIL OF CONCINCION STREET, ANAMEN AND THE FROM THE FAIL OF CONCINCION STREET, ANAMEN CONCINCION STREET
- REINFORCING

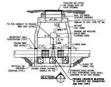
 The state of the s



ONELIFT PUMP STATION-RC509 TYPICAL LAYOUT
NOT TO SCALE







- SUIDS.

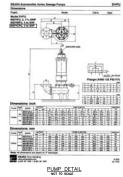
 1. PRESSURE CLEANOUT VALVES SHALL BE PROVIDED AT ALL HORT PORTS OF THE PROPOSED OF THE FROME MAIN.

 2. PRESSURE CLEANOUT VALVE AND APPRICTATIONSES SHALL BE PROTECTED FROM FREEZING INSIDE A STANDARD MAINTAIL.

 3. PLENSE RUBBER BOOT SHALL BE USED FOR CONNECTION OF PACE PROF TO MAINTAIL.



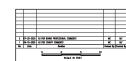






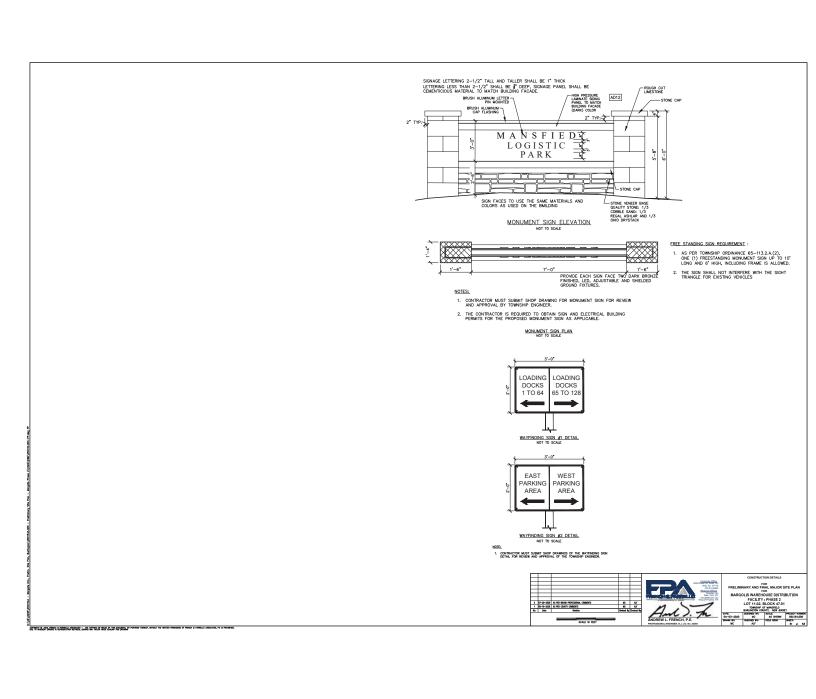
MOTES!

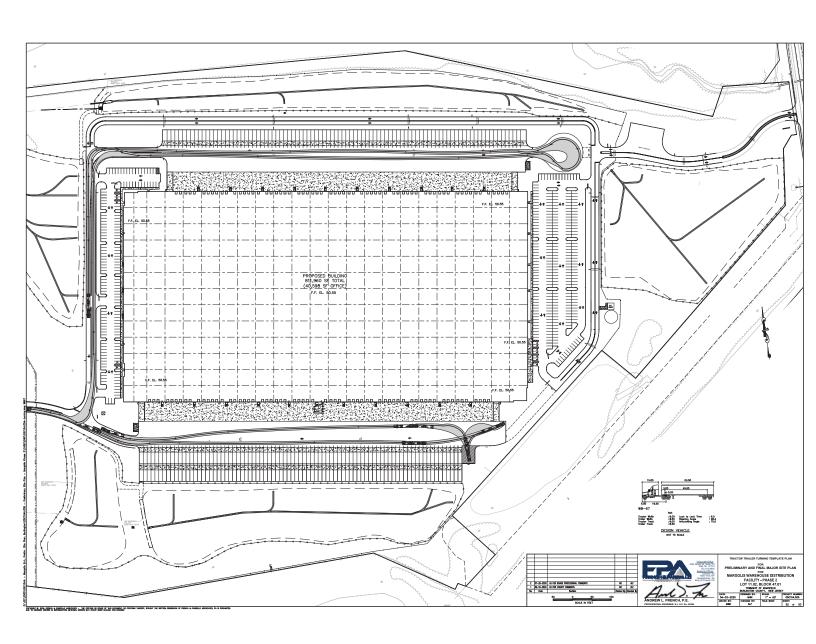
1. PROVICE SOME NATURAL GAS GENERATOR WITH LEVEL 2 SOUND ATTEMPATING ENCLOSURE COS NEN, BY CUMMANS OR APPROVIDE 2. CONCINENTATION MUST PROVIDE AN BY CONCRETE SUMS TO SUPPORT THE CONCENTED CONCENTRATION OF THE PROPERTY DESCRIPTION AND GENERATOR. EMERGENCY GENERATOR DETAILS





OUT & 10th, Million & FAMILIA FRIEDRICK ... THE COTTON OF BUILD OF THE PROPERTY OF PERSONS THERETY, WHICH THE ME





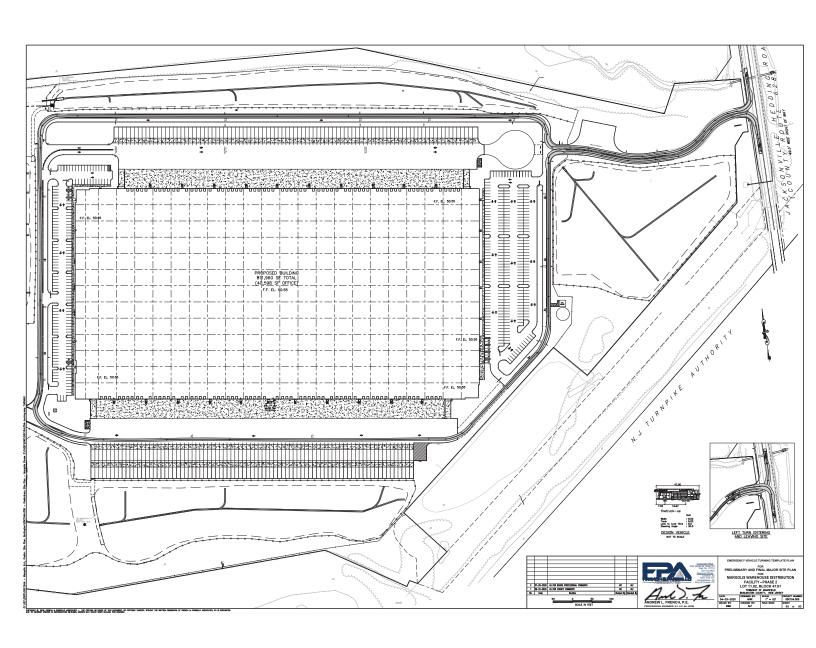


EXHIBIT D CERTIFICATE OF OWNERSHIP

EXHIBIT I

DISCLOSURE OF OWNERSHIP

Name

Address

% of Ownership

- 1. Avis Realty LLC; 6030 Via Venetia, S. Delray Beach, Florida 33484; 50%
- 2. _Vision Florence Company, LLC; 633 W. Germantown Pike, Suite 104, Plymouth Meeting, PA 19462; 50%

Affiant

(Authorized Agent of Corporation)

Steven D Brand Print name and title of Affiant

Docs #4420359-v1

EXHIBIT E PROJECT MILESTONES/TIMELINE

November 1, 2020: Entity designated redeveloper of Project Site by Township

December 12, 2020: Final and unappealable Township Planning Board Site Plan Approval

January 1, 2022: Submission of applications for building permits to Township

+60 days from date building permits are received: Commencement of Construction

+36 months from Commencement of Construction: Project Completion

EXHIBIT F PROJECT COSTS

[See attached]

.

WARE MALCOMB

ARCHITECTURE
PLANNING
INTERIORS

CIVIL ENGINEERING BRANDING BUILDING MEASUREMENT

Mr. Jeff Camp Florence Columbus Road Urban Renewal, LLC 633 West Germantown Pike Suite 104 Plymouth Meeting PA 19462

Re: Block 47.01, Lot 11.02, Mansfield, New Jersey

Normative Building Costs for Project Cost Estimate

Dear Mr. Camp,

At your request, we have generally reviewed buildings costs for similar projects located within the same region of the Project and the Project cost estimates. In our professional opinion, consistent with our standard of care and based on recently completed projects and a review of the pricing for similar projects of a similar scale, construction costs for the shell building will likely range between \$25 and \$30 per square foot independent of site construction costs. This letter is based on our professional opinion and is not to be construed as a warranty or guaranty.

Very truly yours,

Edward M Mayer II AIA LEED GA Director, Architecture Studio

Ware Malcomb

Mansfield Phase 2 Warehouse - TPC Estimate Ledger

<u>Line Item</u>	Application Estimate
cost of the land to the entity and actual construction costs, including the	
cost of any preparation of the site undertaken at entity's expense.	\$35,241,018.00
architect, engineer and attorney fees, paid or payable by the entity in	
connection with the planning, construction and financing of the project	\$3,226,254.60
surveying and testing charges in connection therewith	\$349,142.80
insurance, interest and finance costs during construction	\$3,247,840.00
costs of obtaining initial permanent financing	\$405,980.00
commissions and other expenses paid or payable in connection with initial	¢2,020,000,00
leasing	\$2,029,900.00
real estate taxes and assessments during the construction period	\$104,069.00
a developer's overhead based on a percentage of actual construction	
costs, to be computed at not more than the following schedule ***	\$1,650,930.00
TOTAL	\$46,255,134.40

***Total Developer Overhead capped at: \$500,000 or less — 10% \$500,000 through \$1,000,000 — \$50,000 plus 8% on excess above \$500,000

\$1,000,001 through \$2,000,000 - \$90,000 plus 7% on excess above \$1,000,000

\$2,000,001 through \$3,500,000 - \$160,000 plus 5.6667% on excess above \$2,000,000

3,500,001 through 5,500,000 - 245,000 plus 4.25% on excess above 3,500,000

 $55,\!500,\!001$ through $10,\!000,\!000$ — $$330,\!000$ plus 3.7778% on excess above $55,\!500,\!000$

over \$10,000,000 — 5%



Corporate Office 1800 Route 34, Suite 101, Wall, New Jersey 07719

Regional Offices

King of Prussia, Pennsylvania Bethlehem, Pennsylvania Hackettstown, New Jersey Camden, New Jersey Newark, New Jersey New York, New York Atlanta, Georgia

September 4, 2020

Mansfield Township Office of Mayor 3135 Route 206 South Columbus, NJ 08022

RE: Project Cost Estimate for

Florence Columbus Road Urban Renewal, LLC

Margolis Warehouse Distribution Facility - Phase 2

Block 47.01, Lot 11.02

Township of Mansfield, Burlington County, New Jersey

FPA No. 05C154A.005

To whom this may concern,

Please be advised that a fair value for Site Work costs associated with the development of a Warehouse Distribution Facility project similar to the above referenced project would be approximately \$10.5 per square foot. This estimated cost would include both on-site work at approximately \$10 per square foot and off-site work at approximately \$0.50 per square foot for a Warehouse Distribution Facility.

If you have any questions or would like to discuss, please do not hesitate to contact our office.

FRENCH & PARRELLO ASSOCIATES, PA

Andrew L. French, P.E.

Director of Land Development

Andrew.French@FPAengineers.com

EXHIBIT G

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:

DECLARATION OF COVENANTS AND RESTRICTIONS

•
Property Identification: Township of Mansfield, County of Burlington, State of New Jersey
This Declaration of Covenants and Restrictions (the " <u>Declaration</u> ") is made this day of, 2020 by Florence Columbus Road Urban Renewal, LLC (together with its permitted successors or assigns as hereinafter provided, the " <u>Redeveloper</u> ").
WITNESSETH
WHEREAS, by Ordinance No adopted on, the Township designated
Block 47.01 Lot 11.02 (collectively, the "Redevelopment Plan Area") is an "area in need of
redevelopment" in accordance with the New Jersey Local Redevelopment and Housing Law,
N.J.S.A. 40A:12A-1 et seq. ("LRHL") and that certain Report approved by
the Township's Planning Board (the "Planning Board") on; and
WHEREAS, by Ordinance No. 2016-4, the Township adopted the Redevelopment Plan
Interstate 295 and Florence-Columbus Road Area, Mansfield Township, Burlington County, New
Jersey (the "Redevelopment Plan"); and
WHEREAS, the Redevelopment Plan sets forth the use, bulk, intensity of use, and other
development standards applicable to the redevelopment of the Redevelopment Plan Area in
accordance with the LRHL; and
WHEREAS, by Resolution No. 2018-5-7, the Township has designated Redeveloper as

the "redeveloper" of Redeveloper's Property in accordance with the LRHL; and

WHEREAS, Redeveloper intends to redevelop the Redevelopment Plan Area in accordance with the Redevelopment Plan and that certain Redevelopment Agreement between the Redeveloper and Township dated ______ (collectively, "Redeveloper's Project"); and

WHEREAS, the Township and the Redeveloper (collectively, the "Parties") wish to enter into this Agreement in order to memorialize the terms and conditions of their agreement with regard to the Redeveloper's Project, and further outline and memorialize the rights and obligations of the parties with regard to such redevelopment;

WHEREAS, the Redevelopment Agreement requires Redeveloper to execute and record this Declaration to impose certain covenants and restrictions on the Redeveloper's Property, as that term is defined in the Redevelopment Agreement, which property is described on the legal description attached as Exhibit A;

NOW THEREFORE, in consideration of the foregoing and in compliance with the requirements of the Redevelopment Agreement, Redeveloper, as the owner of the Redeveloper's Property, hereby declares as follows:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to them in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that:

- (a) Redeveloper shall construct on the Redeveloper's Property only those uses authorized under the Redevelopment Plan.
- (b) Prior to the issuance of a Certificate of Completion, except as otherwise provided in the Redevelopment Agreement, Redeveloper shall not sell, lease or otherwise transfer the Redeveloper's Property, or any portion thereof, without the written consent of the Township.
- (c) Redeveloper, in connection with its use or occupancy of the Redeveloper's Property, shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Redeveloper's Property is restricted upon the basis of age (unless otherwise provided for in the Redeveloper Agreement and permitted by Applicable Laws), race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and

Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

- (d) Redeveloper shall Commence Construction of Redeveloper's Project within the time frames set forth in the Redevelopment Agreement (subject to tolling for appeals and Force Majeure events as set forth in the Redevelopment Agreement).
- Section 3. The covenants and restrictions set forth in Section 2 above shall be covenants running with the land until extinguished in accordance with the provisions of Section 5 below. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Redeveloper's Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Redeveloper's Property or any part thereof. Said covenants shall be binding on Redeveloper, its successors and assigns, respectively, only for such period as Redeveloper or any successor or party shall own, lease or occupy the Redeveloper's Property, the buildings and structures thereon or any part thereof.
- Section 4. In amplification, and not in restriction of the provisions of Section 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the restrictions and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.
- <u>Section 5.</u> The covenants and restrictions set forth in <u>Section 2</u> shall cease and terminate with respect to the Redeveloper's Project or any Phase thereof upon issuance of a Certificate of Completion for Redeveloper's Project or such Phase as the case may be. Any Certificate of Completion or Certificate of Final Completion shall be recorded in the office of the Monmouth County Clerk for purposes of satisfying this <u>Section 5</u>.
- Section 6. Upon the issuance and recording of a Certificate of Completion as to any Phase, the conditions determined to exist at the time that that portion of Redeveloper's Property subject to such Phase was determined to be an area in need of redevelopment shall be deemed to no longer exist. In that event, such portion of Redeveloper's Property and improvements located thereon shall no longer be subject to, and shall be automatically released from: (i) this Declaration (and (ii) eminent domain for purposes of redevelopment as a result of those determinations, to the extent applicable. If a Certificate of Completion shall be issued and recorded for the entirety of Redeveloper's Project, then the conditions deemed to exist at the time Redeveloper's Property was determined to be an area in need of redevelopment shall be deemed to no longer exist and Redeveloper's Property and all improvements thereon shall no longer be subject to and shall be

automatically released from (i) this Declaration and (ii) eminent domain for purposes of redevelopment as a result of those determinations, to the extent applicable.	
[Signature Page Follows]	

IN WITNESS WHEREOF, the Redeveloper the date first above written.	has executed this Declaration effective as of
Witness or Attest:	FLORENCE COLUMBUS ROAD URBAN RENEWAL, LLC
Name:	Name: Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF) SS.)
acknowledged under oath, to my sat Township of Mansfield, the muni document was signed and delivere	ttorney at Law of the State of New Jersey, and this person is faction that: (a) This person is the of the cipal corporation named in the within document; (b) this d by the Township of Mansfield as its voluntary act duly its governing body; and (c) this person signed this proof to
Sworn to and subscribed before me Thisday of	_, 2020
State o	f New Jersey

EXHIBIT H

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

CERTIFICATE OF COMPLETION

Date:
Project: Florence Columbus Road Redevelopment Area (the "Project")
Burlington County, New Jersey and as more particularly shown or described on Exhibit A
Strington County, New Jersey and as more particularly shown or described on Exhibit A
attached hereto (the "Property")
Pursuant to Section of the Redevelopment Agreement by and between the TOWNSHIP OF MANSFIELD (the "Township") and Florence Columbus Road Urban Renewal, LLC (the "Redeveloper") dated as of, 2020, (the "Redevelopment Agreement"), the undersigned, an authorized representative of the Township, certifies as of the date hereof that [Phase] of the Redeveloper's Project, as defined in the Redevelopment Agreement has been completed in its entirety as of and in accordance with the Redevelopment Agreement, the Redevelopment Plan and other Applicable Laws so that the referenced Redeveloper's Project or [such Phase] may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement; all permits, licenses and Governmental Approvals that are required in order for Redeveloper to Complete Redeveloper's Project [or such Phase] or such other work or action to which such term is applied are, to the extent so required, in full force and effect; the Redeveloper's Project [or such Phase] is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws; and a copy of the Certificate of Occupancy issued with respect to Redeveloper's Project [or such Phase] is attached hereto as Schedule 1.
This Certificate of Completion constitutes the Township's conclusive determination that the Redeveloper has fully satisfied the agreements and covenants in the Redevelopment Agreement, which agreements and covenants are hereby terminated, and that the conditions determined to exist at the time the Property [or such portion] was determined to be an area in need of redevelopment are deemed to no longer exist with respect to the subject property. The land and improvements constituting the subject property are no longer subject to (i) any covenant running with the land covered by this Certificate of Completion for the benefit of the Township, and (ii) eminent domain for purposes of redevelopment as a result of those determinations, if applicable.
The recording of this Certificate of Completion shall terminate all covenants and restrictions set forth in a certain Declaration of Covenants and Restrictions, dated

Except as set forth in the any rights of the Town	in the office of the Burlin eclaration of Covenants and the Redevelopment Agreem aship or the Redeveloper agreently come into being.	Restrictions.	ta

Capitalized terms used in this Certificate of Completion that are not otherwise defined herein shall have the same meaning ascribed to them in the Redevelopment Agreement.

[Signature Page Follows]

ATTEST:

By:

Name: Linda 55 mus

By:

Name: Michael H. Magee

Title: Municipal Clerk

Title: Wayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF) SS.)
acknowledged under oath, to my sati Township of Mansfield, the munic document was signed and delivered	torney at Law of the State of New Jersey, and this person sfaction that: (a) This person is the of the pipal corporation named in the within document; (b) this by the Township of Mansfield as its voluntary act duly its governing body; and (c) this person signed this proof to
Sworn to and subscribed before me Thisday of	, 2020
State of New Jersey	

EXHIBIT I

FIRE COMPANY DONATION

TIRE & SAFATA
2740 KUSER ROAD
HAMILTON, NJ 08591
608-588-0096 - Fax 698-584-0405
PANELADDRESS
FRANKI NJ 205

FRANKLIN FIRE COMPANY #1
P.O. BOX 229
COLUMBUS, NJ 08022
ATTN CAPT, DOE GOODENOUGH
E: jgoedeneugh@manshobiline.ceri

QUOTE

QUITE NIK DATE 10(11/2019) 19-2590

	TERMS.	4374	109
	HET 30	OLA	
DESCRIPTION	QIY	čás*	TOTAL
22-796655 INTERSTATE VEHICLE STABILIZATION KIT - LIST PRICE \$19215 00 KIT - LIST PRICE \$19215 00 KIT INCLUDES 23 616 LONGSHORE STRUTS 23 934 LONGSHORE \$1RUTS 23 934 LONGSHORE \$1RUTS 23 934 LONGSHORE EXTENSIONS 23 934 LONGSHORE EXTENSIONS 43 TIE DOWN KEY WITHOOKS 44 MULTIDASE 44 V-BASE 65 RATCHET BELT, 27 65 12* HINGED BASE 66 RATCHET BELT, 27 66 12* HEOPRENS PAD 25 20* X 38* GRADE \$3 CHAIN 24 PARTECH 17-FLEET-CO/5/ (64) CISCOUNT AND 25 EE SHIPPING)		18,754 25	18.954.94
and the second s	1	OTAL	\$25,424,85



131 6 11 12 T1 The open 15 711

Quote Page

1011

пентанун на 405535-0 Lagres at Corns (1965). For stotal and (1969) y 6 Add

Cate it is consistent we support the superation for the superation for the superational superation of the superational superation of the superational superation of the superational superational superation of the superational superation of the superation of the superational superation of the superati

Contract below ager

Age Cally shape in

This addition of going it would be ness by information for All find accompany special addition

Products

And the product of the Country Line (Country Lin Frequency of the state of the s 14774 " 774 h 15714 7/14/4 T 177 Large Taronal Burgay () Souther Fund (2) Large () Sign Taronal Company () The second of th 11 (7 15.5 % Unit COLD Street and security of the security 17.45 11 A Soldor it 26 - 11 Carpey Lvi

Docs #4692978-v2