

REDEVELOPMENT AGREEMENT

JONES FARM REDEVELOPMENT PROJECT

By and Between

THE TOWNSHIP OF MANSFIELD

and

THE TOWNSHIP OF MANSFIELD COMMITTEE

Redevelopment Entity

and

SEGME MANSFIELD 130, LLC

Redeveloper

(Block 59, Lots 7.01 and 7.02)

TABLE OF CONTENTS

Preliminary Statement	1
Definitions and Interpretations	3
PART I - Representations and Warranties of Parties	
1. Representations and Warranties by Redeveloper	7
2. Representations and Warranties by the Township	10
3. Mutual Representations	11
PART II - Redevelopment of Project	
1. Project Description	11
2. Redevelopment	11
3. Environmental Matters	13
4. Declaration of Covenants and Restrictions	13
5. Redeveloper Covenants	16
6. Township Covenants	17
7. Implementation of the Project	17
8. Prohibitions Against Assignment and Transfer	20
9. Indemnification; Insurance	21
10. Redeveloper's Financial Commitments	24
11. Default	25
12. Miscellaneous	28

EXHIBITS

1. Property Legal Description	Exhibit A
2. Redevelopment Plan	Exhibit B
3. Concept 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

This ~~REDEVELOPMENT AGREEMENT~~ ^{January 2021} (“Redevelopment Agreement”), dated this ~~11th~~ day of ~~November, 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 **SEGME MANSFIELD 130, LLC**, or their assigns or successors, (“Redeveloper”) a limited liability company of the State of New Jersey, with offices at 777 New Durham Road, Suite D, Edison, NJ 08817. 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 Ordinance No. 2020-7 on June 17, 2020, 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. 2020-7 on June 17, 2020 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. Redeveloper was appointed by Resolution No. 2020-11-4 on November 18, 2020, as Redeveloper of the Project Site, conditioned upon entry into and execution of this Redevelopment Agreement. Attached hereto as “Exhibit C” is the Redeveloper’s proposed Concept Plan for redeveloping the Project Site (the “Concept 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 Agreement. The Township and Redeveloper both desire and anticipate that the Project will consist of an approximately 610,000 sq. ft. warehouse, including 15,000 sq. ft. of office space, two parking areas totaling 173 parking spaces, two rows of loading spaces totaling 117 spaces, 95 trailer parking stalls, two drainage basins, a wastewater treatment area, a water storage tank, as well as other typical and ancillary site improvements, 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 Concept 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.; and (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.

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, on November 18, 2020, the Township adopted Resolution No. 2020-11-4 designating Segme Mansfield 130, LLC as Redeveloper for the Project, and authorized the Parties to execute a Redevelopment Agreement which would allow Segme Mansfield 130, LLC to be Redeveloper for the Property; 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.

“Financial Agreement” shall mean a financial agreement between the Township and Redeveloper in accordance with the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., 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.

“Legal Requirements” 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 Segme Mansfield 130, 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 Segme Mansfield 130, 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 Concept 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.

“Redeveloper” means Segme Mansfield 130, 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 shall be the Redeveloper’s obligation to diligently 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, reasonably based upon Redeveloper’s Concept Plan, 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. Representations and Warranties by Redeveloper. 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 Ordinance No. 2020-7 on June 17, 2020, 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. 2020-7 on June 17, 2020 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 Concept 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. Mutual Representations. 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. Project Description. Redeveloper shall redevelop the Project Site by constructing an approximately 610,000 sq. ft. warehouse, including 15,000 sq. ft. of office space, two parking areas totaling 173 parking spaces, two rows of loading spaces totaling 117 spaces, 95 trailer parking stalls, two drainage basins, a wastewater treatment area, a water storage tank, as well as other typical and ancillary site improvements, all of which shall be substantially and generally consistent with the development proposed on the Concept Plan attached hereto as 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 Concept 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.

b. Redevelopment Approvals. Redeveloper shall obtain all Redevelopment Approvals 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 Concept 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.

(1) Prior to being heard on any application for Redevelopment Approvals on the Property, and prior to any construction, other than development that exists as of the date of this Agreement, (the “future development”), at the sole option of the Township Committee, acting as the Redevelopment Entity, which option shall be exercised upon not less than ten (10) days written notice to Redeveloper, the plans for the future development, including detailed site plans, landscaping, full architectural elevations, and a detailed sign package, shall be submitted to the Township Committee for review and approval. Should the Township Committee elect to exercise its option under this Paragraph 2b(1), no application for future development shall be heard or approved until the plans are approved by the Township Committee, in the Township Committee’s sole discretion and with the advice of the Township’s professionals, including, but not limited to, its planner and engineer. Any approval granted by the Township of Committee of the future development shall be memorialized by a written resolution adopted by the Township Committee without the need for a formal amendment of this Redevelopment Agreement.

c. Time for Redevelopment Approvals. 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.

3. Environmental Matters. The following environmental provisions shall apply to the redevelopment of the Property.

a. Environmental Compliance. The Redeveloper shall use diligent efforts to obtain all Governmental Approvals required for any required Remediation of the Property at Redeveloper’s sole expense, shall conduct any required environmental investigation and Remediation, and shall take any other steps required to achieve full compliance with ISRA and all other Environmental Laws and to cause Redeveloper’s Licenses Site Remediation Professional (“LSRP”) to issue any required the Response Action Outcome (“RAO”) Letter. The Township assumes no responsibility whatsoever for any Remediation of the Property or the use, operation and/or maintenance of any required remedial equipment, systems or other improvements or the maintenance of such improvements on or at the Property.

b. Environmental Reports. Redeveloper will provide the Township with copies of all environmental reports that: (i) are submitted to NJDEP in connection with any Remediation of the Property, or (ii) are reasonably requested by the Township.

c. Redeveloper Indemnification of Township. Without limitation on any obligation of the Redeveloper to defend and indemnify the Township under this Redevelopment Agreement, and without limitation to such obligation which the Redeveloper may have as a matter of law, the Redeveloper shall indemnify, defend, release and hold the Township and its officials and agents harmless from and against all claims or alleged claims, costs, fines, and penalties against the Township and its officials and agents or the Redeveloper by any Governmental Authority or third party resulting from or related to: (i) any hazardous wastes in, on or under the Property; (ii) the Redeveloper's failure to conduct any required Remediation of the Property in accordance with the terms of this Agreement, and (iii) any negligent acts or omissions of Redeveloper in connection with any Redeveloper's Remediation of the Property. This indemnity shall survive termination of this Redevelopment Agreement.

4. Declaration of Covenants and Restrictions. 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 the recorded Declaration as soon as it is available.

a. Declaration. 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.

(4) 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 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. Effect of Declaration of Covenants and Restrictions. 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. Enforcement of Declaration of Covenants by the Township. 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. Termination of Declaration and Redevelopment Agreement. 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. Project Implementation: 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. Financing, Approvals: 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. Commencement of Construction: Redeveloper shall Commence Construction of the Project in accordance with the Project Milestones/Timeline attached hereto as Exhibit E.
 - d. Certificates of Occupancy: 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. Change in Redeveloper Status: 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. Expenses: 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. Surety: 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. Affordable Housing: 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. Township Covenants. The Township covenants and agrees as follows:
- a. Assistance and Cooperation: 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. Scheduling: 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. Non-Interference. 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. Implementation of the Project. The Redeveloper shall construct the Project described in this Agreement.

a. Approvals. 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. Time for Completion of Project. 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. Inspection. 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.

d. 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. Condition of Site. 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. Certificate of No Default. 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. Certificate of Occupancy. 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. Certificate of Completion. 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. Tolling Events. 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. Execution of Documents. 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. Compliance with Redevelopment Agreement. 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. Cooperation. 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. Prohibitions Against Assignment and Transfer. 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;
- (6) Any transfer to a mortgagee or any purchaser at a foreclosure sale and any transfer made by such mortgagee or purchaser;
- (7) Transfers to any Affiliate;
- (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;
- (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, 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.

9. Indemnification; Insurance.

a. Redeveloper Indemnification.

(1) 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.

(2) In any event, situation, claim or demand in which a Township Indemnified 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. Insurance Required.

(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. Redeveloper's Financial Commitments. 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. Project Costs. 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. Timely Municipal Payments. Redeveloper shall pay all deposits, escrows, reimbursements, and municipal contribution payments, for the Property to the Township.

c. Redevelopment Agreement Escrow. The Redeveloper has established an escrow 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. Real Estate Tax Abatement. 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, N.J.S.A. 40A:20-1 et seq. ("LTTEL"). 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.

11. Default. The Parties shall have the rights set forth in this Paragraph in the event of Default.

a. Redeveloper's Default Events. 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. Township's Default Events. 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 "Event of Default").

c. Default Notice. 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 ("Default Notice"). 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. Default Rights and Remedies. 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) Right to Injunction. 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) Documents to be Delivered on Termination. In the event this Agreement is terminated for any reason, except solely as a result of an Event of Default of the Township, Redeveloper shall deliver and assign to the Township, at Redeveloper's sole cost and expense, within thirty (30) days after such termination, true and correct copies of all final reports, studies, data, plans, surveys, title reports, subdivision maps and specifications prepared by Redeveloper, together with any third parties acting on behalf of or for Redeveloper, with respect to the Project, including environmental reports and data, such reports being "as is" and without representation or warranty.

(4) Hold Harmless. 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 and concerning the transfer of any Property to the Township or its purchaser or Redeveloper as a result of such default.

(5) Survival Upon Termination. 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.

e. 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. Litigation; Legal Fees. 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. Notices. 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:

Efrem Gerszberg
Segme Mansfield 130, LLC
777 New Durham Road, Suite D
Edison, New Jersey 08817
efrem@2020acq.com
(732) 266-0600

Copies to:
Marc D. Policastro, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, New Jersey 07701
mpolicastro@ghclaw.com
(732) 224-6507

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. Non-Liability of Representatives of the Township. 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. Brokerage Commissions. 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. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit any successors and assigns of the Parties hereto.

f. Exhibits. The Exhibits attached hereto and/or referred to in this Redevelopment Agreement, shall be incorporated herein as though set forth in full.

g. Titles of Articles and Paragraphs. 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. Severability. 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. Enforcement by the Township. 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. Enforcement by Redeveloper. 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. Modification of Redevelopment Agreement. 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. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts and such counterparts shall constitute one and the same instrument.

m. Drafting Ambiguities; Interpretation. 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. Time Period for Notices. 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. Conflict of Interest. 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. Withholding of Approvals. 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. Rights Cumulative. 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. Entire Agreement. 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. No Other Reliance. 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. Term. 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. Calculation of Time. 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. Preservation of Police Powers. 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. No Contributions. 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. Interaction. 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. Challenges. 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. No Joint Venture. 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. Survival of Covenants. 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. Interpretation and Construction. 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. Lender Protective Provisions. 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.

(3) *Holder of Financing Not Obligated to Complete.* The holder of any 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:

SEGME MANSFIELD 130, LLC

Name:

Name:

Title:

Witness or Attest:

**TOWNSHIP OF MANSFIELD and
TOWNSHIP OF MANSFIELD
COMMITTEE**



Name: LINDA SEMUS, RMC, CMR
Municipal Clerk



Name: Janice A. DiGiuseppe
Title: Mayor

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

Witness or Attest:


SEGME MANSFIELD 130, LLC


Name: _____


Name: Efrem Gerszberg
Title: Managing Member

Witness or Attest:

**TOWNSHIP OF MANSFIELD and
TOWNSHIP OF MANSFIELD
COMMITTEE**


Name: LINDA SEMUS, RMC, CMR
Municipal Clerk



Name: Janice A. DiGiuseppe
Title: Mayor

EXHIBIT A
PROPERTY LEGAL DESCRIPTION



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**DESCRIPTION OF PROPERTY
TOWNSHIP OF MANSFIELD
BURLINGTON COUNTY, NEW JERSEY**

**LOTS 7.01 & 7.02, BLOCK 59
PROJECT NO. 19002745A
AUGUST 27, 2020**

All that certain lot, tract or parcel of land situate, lying and being in the Township of Mansfield, in the County of Burlington and the State of New Jersey, and being all of Lots 7.01 and 7.02, Block 59, as shown on a map entitled: "Boundary and Topographic Survey, for, Segme Mansfield, Block 59 Lots 7.01 & 7.02, Mansfield Township, Burlington County, New Jersey," dated 09/26/2019 and revised through 11/20/2019, prepared by Maser Consulting and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the southeasterly line of U.S. Highway Route 130 (variable width right-of-way), where the same is intersected by the northeasterly line of Block 59, Lot 8 (lands N/F Gifford Real Estate, LLC), said point being **54.86 feet** measured southeasterly from and at right angles to the baseline of said Route 130, said point also being marked by a capped rebar ("Harris") found, as shown on the aforesaid Boundary and Topographic Survey, and running, thence –

1. **NORTHEASTWARDLY** on an arc having a radius of **16,459.06 feet** and curving to the left, an arc distance of **164.66 feet**, (Central Angle $0^{\circ}34'24''$), said arc being connected by a chord distance of **164.66 feet** and a chord bearing of **N 64° 38' 46" E** along the aforesaid southeasterly line of U.S. Highway Route 130, said line being **54.86 feet** measured southeastwardly from and concentric with the baseline thereof, thence-
2. **N 64° 21' 34" E, 311.28 feet** along the same to a monument ("NJDOT") found, thence –
3. **N 70° 21' 18" E, 137.89 feet** along the same to a monument ("NJDOT") found, thence –
4. **S 84° 37' 22" E, 119.44 feet** along the same to a monument ("NJDOT") found, thence –
5. **N 64° 21' 34" E, 19.69 feet** along the same to a monument ("NJDOT") found, thence –
6. **N 13° 45' 03" E, 60.04 feet** along the same to a point in the same, thence –
7. **N 66° 04' 17" E, 94.49 feet** along the same to a point in the same, thence –
8. **N 53° 13' 08" E, 43.12 feet** along the same to a point in the same, where the same is intersected by the westerly line of Block 800.07, Lot 1 (lands N/F Burlington County Board of Chosen Freeholders), thence –
9. **S 29° 04' 38" E, 291.91 feet** along the aforesaid westerly line of Block 800.07, Lot 1 to a point of curvature in the same, said point marked by a capped rebar ("Act") found, thence–



**DESCRIPTION OF PROPERTY
TOWNSHIP OF MANSFIELD
BURLINGTON COUNTY, NEW JERSEY**

**LOTS 7.01 & 7.02, BLOCK 59
PROJECT NO. 19002745A
AUGUST 27, 2020
PAGE 2**

10. **SOUTHEASTWARDLY** on an arc having a radius of **1,044.51 feet** and curving to the left, an arc distance of **715.23 feet**, (Central Angle $39^{\circ}14'01''$), said arc being connected by a chord distance of **701.34 feet** and a chord bearing of **S $48^{\circ} 41' 39''$ E** along the same to a point of tangency in the same, said point being marked by a capped rebar (“Act”) found, thence-
11. **S $68^{\circ} 18' 38''$ E, 149.26 feet** along the same to a point of curvature in the same, said point marked by a capped rebar (Act”) found, thence-
12. **SOUTHEASTWARDLY** on an arc having a radius of **1,217.04 feet** and curving to the right, an arc distance of **203.48 feet**, (Central Angle $9^{\circ}34'45''$), said arc being connected by a chord distance of **203.24 feet** and a chord bearing of **S $63^{\circ} 31' 15''$ E** along the same to an angle point in the same, thence-
13. **S $31^{\circ} 16' 07''$ W, 16.50 feet** along the same to an angle point in the same, thence-
14. **SOUTHEASTWARDLY** on an arc having a radius of **1,200.54 feet** and curving to the right, an arc distance of **716.27 feet**, (Central Angle $34^{\circ}11'03''$), said arc being connected by a chord distance of **705.70 feet** and a chord bearing of **S $41^{\circ} 38' 21''$ E** still along the aforesaid westerly line of Block 800.07, Lot 1, to a point in the same, where the same is intersected by the northerly line of Block 59, Lot 6 (lands N/F Curtis R. Wainwright), said point also being located the following bearing and distance from a monument found: **S $80^{\circ} 42' 28''$ W, 16.9 feet**, thence-
15. **S $80^{\circ} 42' 28''$ W, 1,793.10 feet** along the aforesaid northerly line of Block 59, Lot 6 to a point in the aforesaid northeasterly line of Block 59, Lot 8, thence-
16. **N $21^{\circ} 07' 07''$ W, 1,418.82 feet** along the aforesaid northeasterly line of Block 59, Lot 8 to the Point and Place of **BEGINNING**.

CONTAINING: 2,056,718 square feet or 47.216 acres of land more or less.

SUBJECT TO: all easements, restrictions, covenants, agreements, terms, conditions and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting and is based the aforesaid Boundary and Topographic Survey.

ERIC V. WILDE, P.L.S.
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 43279

DATE SIGNED

EXHIBIT B
REDEVELOPMENT PLAN

**REDEVELOPMENT PLAN FOR
JONES FARM REDEVELOPMENT AREA
5206 AND 5214 ROUTE 130
(BLOCK 59, LOTS 7.01 AND 7.02)
MANSFIELD TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**



*Engineers * Planners * Scientists * Surveyors*

Prepared By:

**Environmental Resolutions, Inc.
815 East Gate Drive, Suite 103
Mount Laurel, New Jersey 08054
(856) 235-7170**

Prepared For:

**Mansfield Township
3135 Route 206 South, Suite 1
Columbus, New Jersey 08022**

A handwritten signature in blue ink that reads "Edward Fox".

**Edward Fox, AICP, PP
NJ Professional Planner #33LI00510400**



**May 26, 2020
#87048-01**

The original document was appropriately signed and sealed in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

TABLE OF CONTENTS

	<i>Page</i>
I. INTRODUCTION	1
II. DEFINITIONS	1
III. REDEVELOPMENT PLAN	2
A. Property Description	2
B. Redevelopment Plan	2
1. Relationship to Definite Local Objectives	2
a. Land Use Objectives	3
b. Population Density / Housing Objectives	3
c. Traffic and Public Transportation Objectives	3
d. Public Utilities / Infrastructure Objectives	3
e. Recreational and Community Facilities Objectives	4
f. Other Public Improvement Objectives	4
2. Proposed Land Uses and Building Requirements	4
a. Permitted Principal Uses	5
b. Permitted Accessory Uses	5
c. Area and Bulk Standards	6
d. Other Regulations	6
e. Conditional Principal Uses	6
3. Provisions for Relocation	6
4. Identification of Property to be Acquired	6
5. Relationship to Other Plans	7
a. Contiguous Municipalities	7
b. Burlington County	7
c. <i>State Development and Redevelopment Plan</i>	7
6. Affordable Housing Impact	10
7. Affordable Housing Replacement Provisions	10
8. Public Electric Vehicle Charging Infrastructure	11
IV. AFFORDABLE HOUSING PROVISIONS	11
V. RELATIONSHIP TO LOCAL DEVELOPMENT REGULATIONS	11
VI. MUNICIPAL MASTER PLAN CONSISTENCY	12

APPENDICES

Appendix A

Fig. 1: USGS Location Map

Fig. 2: Adjacent Tax Parcels Map

Fig. 3: Zoning Map

Appendix B

*Mansfield Township Committee Resolution 2019-12-5,
Authorizing the Planning Board to conduct a Preliminary Investigation of the
Lots 7.01 and 7.02 of Block 59 for Designation as
“A Non-Condemnation Area in Need of Redevelopment”*

Appendix C

*Mansfield Township Planning Board Resolution 2020-##-## (TBD),
Recommending that the Township Committee designate
Lots 7.01 and 7.02 of Block 59 as
“A Non-Condemnation Area in Need of Redevelopment”
TO BE INCLUDED AFTER ADOPTION*

Appendix D

*Mansfield Township Committee Resolution 2020-##-## (TBD),
Designating Lots 7.01 and 7.02 of Block 59 as
“A Non-Condemnation Area in Need of Redevelopment”
TO BE INCLUDED AFTER ADOPTION*

Appendix E

*Letter from the Commissioner of the NJ Department of Affairs
dated MONTH, DAY, 2020 Approving the Redevelopment Area Designation
TO BE INCLUDED AFTER RECEIPT*

Appendix F

*Mansfield Township Committee Ordinance 20##-##,
Adopting a Redevelopment Plan for the
Jones Farm Redevelopment Area
(Lots 7.01 and 7.02 of Block 59)
TO BE INCLUDED AFTER ADOPTION*

I. INTRODUCTION

This redevelopment plan relates to the Jones Farm Redevelopment Area (Redevelopment Area), which is a 47.8-acre tract listed as Lots 7.01 and 7.02 of Block 59 on the Mansfield Township Tax Maps. It is within the non-condemnation redevelopment area designated by the Mansfield Township Committee (Committee). A copy of the Committee's resolution is in Appendix D.

The boundaries of the redevelopment area are shown on the following location maps, which are included in Appendix A.

Figure 1: USGS Location Map

Figure 2: Tax Parcel Map

In terms of land use objectives, the purpose of the *Jones Farm Redevelopment Plan* is to enable the properties to be developed in a manner consistent with the current Light Industrial (LI) zoning district standards by making financial incentives available under the Local Redevelopment and Housing Law (LRHL) to offset the redeveloper's additional costs required to provide on-site water and sanitary sewer services and enhanced stormwater management systems. This is because water and sewer utilities are not accessible in this smart growth section of Mansfield Township (Township). The design, installation, and maintenance costs associated with these on-site systems are more expensive than connecting into existing infrastructure and will likely be much higher than average due to the properties' poor soil conditions.

II. DEFINITIONS

The following definitions, which are set forth in N.J.S.A. 40A:12A-3 of the Local Redevelopment and Housing Law (LRHL), are pertinent to this redevelopment plan:

Redevelopment -- means clearance, re-planning, 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.

Redevelopment area or area in need of redevelopment - 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.

Redevelopment Project -- 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, and welfare facilities.

Rehabilitation -- 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 of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area.

III. REDEVELOPMENT PLAN

A. Property Description

The Redevelopment Area is located on the southern (eastbound) side of US Route 130 midway between Kinkora Road (CR 678) and Crafts Creek, which separates Mansfield and Florence townships. It is located on New Jersey Transit Bus Route 409 and within a 0.75 mile walk of the New Jersey Transit River-Line Roebling Station. Immediately east of the Study Area lies the right-of-way of the former Delaware and Atlantic Railroad (1834-1972), which Burlington County has programmed as a multi-purpose trail from the Delaware River to Columbus and on to North Pemberton. Lot 7.01 is a roughly 44.3-acre farm field, and Lot 7.02 is a roughly 3.5-acre single-family residential property. Both are currently within the Township's Light Industrial (LI) zoning district.

B. Redevelopment Plan

In N.J.S.A. 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. Relationship to Definite 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 Mansfield Township Planning Board (Board) adopted its most recent master plan reexamination report, land use plan element, and farmland preservation plan element at a public hearing on September 26, 2016. As such, the specific changes to the Township's masterplan's vision statement, goals, and policy objectives recommended in the *2016 Master Plan Reexamination Report* have replaced those in the earlier *2001 Master Plan*. The vision statement, goals, and land use objectives in the *2016 Land Use Plan Element Update* are the same as those in the *2016 Master Plan Reexamination Report*. The 2016 land use plan update kept Block 59, Lots 7.01 and 7.02 within the Light Industrial (LI) district.

On November 27, 2017, the Board amended the *2016 Land Use Plan Element Update* by adopting the *Land Use Analysis and Land Use Plan Amendment: Route 130 Corridor*. This amendment sought to address several US Route 130 Corridor issues that may have been overlooked in the 2016 land use planning document but did not change any of its goals or objectives. The 2017 amendment designated Jones Farm (Block 59, Lot 7.01) within the Residential-1 (R-1) district that would be the "sending area" for the proposed transfer of development rights (TDR) farmland preservation program. With this, Jones Farm could be developed at 1 residential unit per 10 acres but retain the ability to sell development rights at a rate of 1 unit per 3 acres. It also designated it as an affordable housing (AH) overlay zone that would enable a developer with future public water and sewer service to build multi-family housing and mixed-use development with ground-floor neighborhood commercial uses at a maximum density of sixteen (16) units per acre with a 20% set-aside for affordable residential units on a minimum 10-acre tracts. The 2017 amendment identified that Lot 7.02 be designated within the Residential Village (R-4) district, like the nearby American Park and downtown Columbus neighborhoods.

On October 25, 2017, the Township Committee adopted Ordinance 2017-16 changing the zoning for both parcels from LI to R-1, but not with any TDR or affordable housing overlay provisions. (The R-1 zone remains an agricultural zoning district with 3-acre residential zoning.) On April 17, 2019, the Township Committee adopted Ordinance 2019-8 repealing Ordinance 2017-16 and the properties' earlier rezoning.

a. Land Use Objectives

The following comments describe the relationship of this redevelopment plan to relevant land use objectives identified in the *2016 Master Plan Reexamination Report*:

5. Guide development and redevelopment opportunities into more compact forms in Columbus and Nodes which have been retrofitted, or restructured to accommodate mixed-use development, redevelopment, services and cultural amenities.

The redevelopment plan facilitates development of an industrial employment “node” in a light industrial zone just north of Florence Township’s Roebing industrial node on the US Route 130 Corridor.

b. Population Density / Housing Objectives

The following comments describe the relationship of this redevelopment plan to relevant housing objectives identified in the *2016 Master Plan Reexamination Report*:

This redevelopment plan does not permit future housing development, which is reserved for other residential neighborhoods in the Township.

c. Traffic and Public Transportation Objectives

The following comments describe the relationship of this redevelopment plan to relevant transportation objectives identified in the *2016 Master Plan Reexamination Report*:

1. Maintain and enhance a transportation system that protects these [rural and agricultural] areas from scattered and piecemeal development and links Hedding, Kinkora, Georgetown, and Columbus and planned Nodes to each other.

The redevelopment plan encourages future industrial development along the US Route 130 Corridor, where freight transportation and employment centers are encouraged in planned nodes, such as the Jones Farm Redevelopment Area.

d. Public Utilities / Infrastructure Objectives

The following comments describe the relationship of this redevelopment plan to relevant infrastructure objectives identified in the *2016 Master Plan Reexamination Report*:

1. Encourage private investments and facilitate public/private partnerships to provide adequate facilities and services, particularly wastewater systems, in Centers and Nodes to promote clustered land development (CLD) patterns, traditional neighborhood design (TND), Transfer of Development Rights (TDR) and non-contiguous parcel clustering.

Although the redevelopment area is within a State Planning Area where future growth and infrastructure is encouraged, the redevelopment plan is required because prior owners and prospective developers have been unable to receive approval from adjacent Florence Township to connect to its municipal wastewater management system.

e. Recreational and Community Facilities Objectives

The following comments describe the relationship of this redevelopment plan to relevant recreation and community facilities objectives identified in the *2016 Master Plan Reexamination Report*:

2. Provide regional recreation and eco-tourism, agritourism and heritage tourism opportunities by targeting open space acquisitions and improvements that enhance large contiguous open space systems.

This redevelopment plan does not permit future recreational and community facilities, which are reserved for other parts of the Township. The redevelopment area is adjacent to Burlington County's proposed recreational Kinkora Trail along a former railroad line to Hedding and Columbus. Because it is anticipated that future redevelopment may require the construction of sound attainment walls to buffer truck freight traffic and docking noise along the trail, the redeveloper should be advised that the Township Planning Board and the Burlington County Planning Board may be concerned about the aesthetic design and construction of such improvements and other buffering issues.

f. Other Public Improvement Objectives

Two of the *2016 Master Plan Reexamination Report's* economic development objectives correspond to this redevelopment plan.

8. Promote economic development by encouraging strategic land assembly, site preparation and infill development, public/private partnerships and infrastructure improvements that support identified and appropriate roles for Hedding, Kinkora, Georgetown, and Columbus and planned Nodes within the regional marketplace.
10. Encourage private sector investment through supportive government regulations, policies and programs, including tax policies and expedited review of proposals that support appropriate redevelopment.

2. 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.

In terms of land use objectives, the purpose of the *Jones Farm Redevelopment Plan* is to enable the properties to be developed in a manner generally consistent with the current Light Industrial (LI) zoning district standards by making financial incentives available under the Local Redevelopment and Housing Law (LRHL) to offset the redeveloper's additional costs required to provide on-site water and sanitary sewer services and enhanced stormwater management systems. These are anticipated to be necessary due to the inability to connect to existing utilities in Florence Township and the properties' soil conditions. The boundaries of the properties governed by this redevelopment plan are indicated on Fig. 3: Zoning Map.

This redevelopment plan incorporates the following chapters of the Mansfield Township Code Chapters: 16B Driveway and Apron Construction Standards; 19A: Right to Farm; 22: Flood Damage Prevention; 27: Land Use Procedures; 32: Noise Control; 41: Rezoning of Land; 44A: Site Plan Review; 48: Stormwater Control; 50: Subdivision of Land; 60A: Trees, Shrubbery and Landscaping; 60B: Tree Removal; 63A: Water Resource Buffer Conservation Zones; 65: Zoning; and A70: Land Use Fees.

In other to accommodate future redevelopment, the following amendments are required to the standards provided in Chapter 65: Zoning, Article XII: LI Light Industrial District:

- a. **Permitted uses:** These shall be the same as those currently provided in the Light Industrial (LI) zoning district, per §65-46.
- b. **Permitted Accessory Uses:** The definitions in §65-7: for “accessory building,” “accessory structure,” and “accessory use” shall not apply within the redevelopment area. §65-47 shall be replaced with the following:

§65-47 Accessory buildings, structures, and uses:

- A. Subordinate, freestanding buildings, structures, and uses which are customarily associated with, are subordinate and incidental to, and are located on the same tax lot therewith as a principal building, structure, and/ or use, shall include, but not necessarily be limited to the following:
 - 1. Athletic and recreational structures and outdoor seating;
 - 2. Cafeteria, child-care, and hospitality services for employees;
 - 3. Drainage, flood control, and stormwater management facilities;
 - 4. Emergency generators, water tanks / towers, pump houses, and pumping equipment;
 - 5. Wastewater treatment facilities;
 - 6. Flagpoles, mailboxes, and monuments;
 - 7. Garages and carports;
 - 8. Gardens, greenhouses, ornamental landscaping and objects, etc.;
 - 9. General and specialized commercial, industrial, and utility substation equipment and buildings, as well as noise attenuation and buffering structures and walls;
 - 10. Heating, ventilation, air-conditioning, and refrigeration equipment (HVAC/R);
 - 11. Lighting and telecommunications fixtures and equipment;
 - 12. Maintenance, security, storage, and utility buildings;
 - 13. Outdoor storage of equipment and materials when visually screened from adjacent rights-of-way and other properties;
 - 14. Retaining walls;
 - 15. Shelters for animals domesticated for companionship, disability assistance, hunting, and security, except commercial kennels;
 - 16. Trash enclosures and pads for refuse and recyclable containers;
 - 17. Utility infrastructure to service individual customers, including overhead and underground services, freestanding transformers and meters, and individual sanitary septic systems; and
 - 18. Wildlife hobby structures, such as shelters, feeding, and watering equipment.
- B. The following shall be not be considered accessory buildings / structures:
 - 1. Any of the foregoing attached to or mounted on a principal structure;
 - 2. Agricultural or horticultural structures, which are regulated under §19A-2;
 - 3. Fences and hedges, which are regulated by §65-102;
 - 4. Off-street parking and loading areas, which are regulated by §65-96 through 99.1;
 - 5. Patios, decks, terraces, and boardwalks, which are regulated by §65-89.1B;
 - 6. Signs, which are regulated by §65-106 through 113.7; and
 - 7. Solar energy systems, which are regulated by §65-7.

- C. The number of accessory buildings / structures shall be limited to those necessary for the property’s principal and accessory uses, as identified in the property’s zoning permit. The height and floor area of accessory buildings / structures shall not exceed that of the principal building / structure; however, water tanks / towers shall not exceed 45’ in height. Accessory buildings / structures shall be set back a minimum of 5’ from all contiguous public rights-of-way; 5’ from all contiguous properties in non-residential zoning districts; and 25’ from all contiguous properties in residential zoning districts.
- c. **Area and bulk regulations:** These shall be the same as those currently provided in the Light Industrial (LI) zoning district, per§65-48, except for below:
 - 1. The maximum height for buildings and structures shall be 50’.
- d. **Other regulations:**The subsections in §65-50 shall be replaced with the following:
 - A. All other regulations of this chapter shall be followed as required, except for the following:
 - 1. The minimum parking space size shall be 9’ x 18’;
 - 2. The maximum width of an access drive shall be 36’;
 - 3. The minimum off-street parking requirement for warehouse, trucking, and distribution facilities and associated office spaces shall be 1 stall per 3,600 sf; and
 - 4. Retaining walls, sound walls, and other noise and visibility buffering structures shall be provided to buffer the adjacent Burlington County Kinkora Trail park. These structures shall be permitted in all setbacks and buffer areas, including any setbacks and buffer areas that are not adjacent to the Burlington County Kinkora Trail. These structures may be erected to a height required to meet the minimum standards of Chapter 32: Noise Control.
- e. **Conditional uses:**These shall be the same as those currently provided in the Light Industrial (LI) zoning district, per§65-50.1.
- f. **Landscape Buffers:** The subsections in §65-100 and 101 shall be replaced with the following:
 - A. A 30’ landscape buffer shall be required adjacent to the Burlington County Kinkora Trail park on Block 800.07, Lot 1, and a 20’ landscape buffer shall be required adjacent to residential zoning districts; and
 - B. Retaining walls, sound walls, and other noise and visibility buffering structures shall be permitted within the required landscape buffers.

3. Provisions for 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.

A redeveloper owns the single-family detached house at 5214 Route 130 (Block 59, Lot 7.02), which until

recently was an owner-occupied residence. That same redeveloper has a purchase option on the other property, 5206 Route 130 (Block 59, Lot 7.01), which is a farm field with no residential development. Therefore, the future occupancy of 5214 Route 130 is beyond the scope of this redevelopment plan.

4. Identification of Property to be Acquired

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.

Because this property is within a non-condemnation redevelopment area, any future development or redevelopment that may involve the acquisition of either property will require an acceptable arrangement between the property owners and the redeveloper.

5. Relationship to Other Plans

N.J.S.A. 40A:12A-7a(5) 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.).

a. Contiguous Municipalities

The Jones Farm Redevelopment Area is within 0.5 miles of Florence Township by way of US Route 130. Because this redevelopment plan does not make any changes to the properties' existing zoning district designation or development standards, implementation of this redevelopment should not have any adverse impacts on Florence Township that have not already been considered by the Township Committee. The same applies to nearby Bordentown Township, which is within 1.5 miles of the redevelopment area by way of US Route 130. Although only 0.5 miles away, Bordentown Township's Newbold Island is only accessible by watercraft.

b. Burlington County

Burlington County does not have a county master plan. Therefore, this redevelopment requirement is not applicable.

c. State Development and Redevelopment Plan

The *New Jersey State Development and Redevelopment Plan (SDRP)* was adopted by the New Jersey State Planning Commission on June 12, 1992. The Commission reexamined the *SDRP* and adopted a new plan on March 1, 2001. The *SDRP* designates the redevelopment area as part of the Suburban (PA2) Planning Area, which is generally found in developed suburban parts of the state with existing water and sewer infrastructure or areas programmed for such infrastructure. The PA2 is designated to accommodate most of New Jersey's future development and redevelopment activity. The following is a comparison of the redevelopment plan's objectives and the *SDRP*'s PA2 policy objectives:

Land Use: Guide development and redevelopment into more compact forms—Centers and former single-use developments that have been retrofitted or restructured to accommodate mixed-use development, redevelopment, services, and cultural amenities. Plan and zone for a wide range of land uses and users, to achieve more balanced communities. Seek to better integrate different land uses and remove or mitigate physical barriers between them. Encourage densities capable of sup-

porting transit. Preserve the Environs as park land, farmland, or partially developed low-density uses without compromising the Planning Area's capacity to accommodate future growth.

With the opening of the NJ Transit RiverLine passenger service and the improvement of NJ Turnpike Interchange 6A at US Route 130 at the turn of this century, the areas south of Florence Township's former Roebing steel mill in Florence and Burlington townships have been developed with more than thirteen million square feet of light industrial and logistics development. The redevelopment area is in a local industrial zoning district and proximate to other heavy industries (gravel, asphalt, and concrete plants) in Mansfield Township, just north of these other light industrial and logistics employment centers. Due to their sheer size and scale and amount of heavy truck traffic, these single-purpose employment centers are typically located at the perimeter of residential and mixed-use centers to reduce their potential adverse impacts on them but still be near to local customers and work forces.

Housing: 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 plan does not propose any residential development.

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

See "Land Use," above.

Transportation: 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 area is located along US Route 130 and NJ Transit Bus Route 409. It is also less than a 20-minute walk from NJ Transit RiverLine's Roebing Station. See also "Land Use," above.

Natural Resource Conservation: 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.

NJDEP's GeoWeb environmental mapping website identified the redevelopment area as primarily a "grasslands habitat" with no flora or fauna species of listed, endangered,

threatened, or special concern. (Farmland areas are usually identified as “grasslands” because they are fallow about 50% of the year.) There is a small freshwater wetlands area on Lot 7.02. The site did not identify any areas of environmental contamination. The 2007 Mansfield Township Environmental Resource Inventory did not identify any critical environmental sites or habitats in the redevelopment area.

Agriculture: 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.

The redevelopment area comprises one house lot and a 44.3-acre farm tract. The farmland tract has been zoned for light industrial development for decades.

Recreation: 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 propose any recreational development. However, due to the proximity of the Burlington County Kinkora Trail, future redevelopment will be required to incorporate landscape buffering and sound attenuation devices to reduce potential adverse noise impacts to the regional trail.

Redevelopment: Encourage redevelopment efforts in existing Centers and single-use 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 densities, while creating pedestrian-oriented environments. Take full advantage of the opportunities available under the state’s redevelopment statutes to promote new Centers and retrofit existing areas with mixed-uses and higher densities.

See “Land Use,” above.

Historic Preservation: 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.

NJDEP’s LUCYhistoric and prehistoric resource mapping website did not identify any identified, designated, eligible, or listed resources within the redevelopment area. However, it did identify that:

- 1. The State Historic Preservation Office determined in 2002 that the former Kinkora Railroad line (Block 800.07, Lot 1) to the east was eligible for listing on the New Jersey and National Register of Historic Places as part of the Delaware and Atlantic / Columbus, Kinkora, and Springfield Railroad Historic District;*
- 2. A 2016 archaeological and historic architectural survey of the Curtis Wainwright farmstead (Block 59, Lot 6) to the south was not eligible for listing on the New Jersey*

or National Register of Historic Places; and

3. *The State Historic Preservation Office determined in 2002 that the Saints Michael and Gabriel Romanian Orthodox Cemetery (Block 66, Lot 9) to the north opposite US Route 130 was individually eligible for listing on the New Jersey and National Register of Historic Places.*

The above eligibility determinations have no impact on future redevelopment within the redevelopment area.

Public Facilities and Services: Phase and program the extension of public facilities and services to support development in Centers and ensure adequate levels of 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 Cores.

The redevelopment area is in a PA2, which is programmed for future water and sewer service infrastructure. However, development has been hindered by the inability to connect to available infrastructure in nearby Florence Township. For this reason, this redevelopment plan is necessary to make on-site water and wastewater treatment facilities financially feasible. See also “Land Use” and “Transportation,” above.

Intergovernmental Coordination: 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.

Implementation of the redevelopment plan will require coordination among the Township and the State departments of Transportation and Environmental Protection.

6. Affordable Housing Impacts

N.J.S.A. 40A:12A-7a(6) requires the redevelopment plan to indicate:

As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.

Because the single-family detached house at 5214 Route 130 (Block 59, Lot 7.02) is no longer an occupied residence, the future occupancy of this property for affordable housing is beyond the scope of this redevelopment plan. This redevelopment plan does not provide for the rehabilitation or construction of any additional housing. Therefore, the provision that requires an analysis of affordable housing impacts does not apply.

7. Affordable Housing Replacement Provisions

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

A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last eighteen (18) months, that is subject to affordability controls and that is identified

as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.

The Township's December 24, 2019 *Housing Plan Element and Fair Share Plan* did not include or identify any affordable housing units within the redevelopment project area. Therefore, this redevelopment plan requirement does not apply.

8. Public Electric Vehicle Charging Infrastructure

N.J.S.A. 40A:12A-7a(8) requires the redevelopment plan to indicate:

Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

The redevelopment plan shall not require the redeveloper to install public electric vehicle charging infrastructure within the redevelopment project area.

IV. AFFORDABLE HOUSING PROVISIONS

N.J.S.A. 40A:12A-7b. indicates:

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 al.) and the housing element of the municipal master plan.

On January 28, 2009, the Township Committee adopted Ordinance 2009-1 amending §65-176 and §65-177 to revise mandatory affordable housing development fees for approvals of all minor or major subdivisions or site plans for residential development and for all non-residential development approvals. Collection of development fee revenues shall be consistent with Mansfield Township's development fee ordinance for both residential and non-residential developments in accordance with the NJ Department of Community Affairs' rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

V. RELATIONSHIP TO LOCAL DEVELOPMENT REGULATIONS

N.J.S.A. 40A:12A-7c. requires the redevelopment plan to indicate:

The redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.).

This redevelopment plan incorporates and adopts the following chapters of Mansfield Township Code Chapters: 16B: Driveway and Apron Construction Standards; 19A: Right to Farm; 22: Flood Damage Prevention; 27: Land Use Procedures; 32: Noise Control; 41: Rezoning of Land; 44A: Site Plan Review; 48: Stormwater Control; 50: Subdivision of Land; 60A: Trees, Shrubbery and Landscaping; 60B: Tree Removal;

63A: Water Resource Buffer Conservation Zones; 65:Zoning; and A70: Land Use Fees. This redevelopment plan does not supersede any part of those chapters.

This redevelopment plan will enable the properties in the redevelopment area to be developed in a manner generally consistent with the Light Industrial (LI) zoning district standards provided in Chapter 65: Zoning, Article XII: LI Light Industrial District. It contains several amendments to that article to accommodate future redevelopment, as indicated in section **III.B.2 Proposed Land Uses and Building Requirements** on pages 4, 5 and 6.

The Mansfield Township Zoning Map shall be amended to indicate that this redevelopment plan shall apply to all future development and redevelopment for this redevelopment area. In addition, the Planning Board is authorized to issue, at its discretion, variances, waivers, and exceptions from this section.

VI. MUNICIPAL MASTER PLAN CONSISTENCY

N.J.S.A. 40A:12A-7d. requires that:

All 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 may adopt 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 following comments describe how the eight goals of the Mansfield Township Master Plan, as identified in the *2016 Master Plan Reexamination Report*, are either substantially consistent with the master plan or designed to effectuate the master plan.

1. Revitalize the Township's Hamlets, Villages and Towns, such as Hedding, Kinkora, Georgetown, and Columbus: *The redevelopment plan will facilitate revitalization of Kinkora and be an important tax ratable for the Township.*
2. Conserve the Township's agricultural and natural resources and systems: *The redevelopment area is in a SDRP Suburban (PA2) Planning Area, which has not been included in Burlington County's Agricultural Development Area (ADA) where agricultural preservation is encouraged. There are no flora or fauna species of listed, endangered, threatened, or special concern in the redevelopment area. The identified freshwater wetlands area on Lot 7.02 will be protected in accordance with State regulations.*
3. Promote beneficial economic growth, development and renewal for all residents of the Township: *See #1, above.*
4. Protect the environment, prevent and cleanup pollution: *The redevelopment plan does not supersede the municipal and state environmental protection regulations, which require noise pollution controls for adjacent properties that may be adversely affected by future truck traffic.*
5. Provide adequate public facilities and services at a reasonable cost: *This redevelopment plan is necessary to enable a future redeveloper to provide onsite water and wastewater treatment because public infrastructure is not available to the redevelopment area.*

6. Provide adequate housing at a reasonable cost: *The redevelopment plan does not propose any residential development.*
7. Preserve and enhance areas with historic, cultural, scenic, open space and recreational value: *This redevelopment plan will require the future redeveloper to adequately buffer potential adverse sound and visual impacts to the adjacent Burlington County Kinkora Trail to the east and the preserve farmland parcel to the south.*
8. Ensure sound and integrated planning and implementation throughout the Township and region: *Implementation of the redevelopment plan will require the redeveloper(s) to coordinate with the Township and the State departments of Transportation and Environmental Protection.*

In summary, this redevelopment plan for the Jones Farm Redevelopment Area is either substantially consistent with the eight primary goals of Mansfield Township's Master Plan or designed to effectuate them.

Appendix A

- Fig. 1: USGS Location Map
- Fig. 2: Adjacent Tax Parcels Map
- Fig. 3: Zoning Map

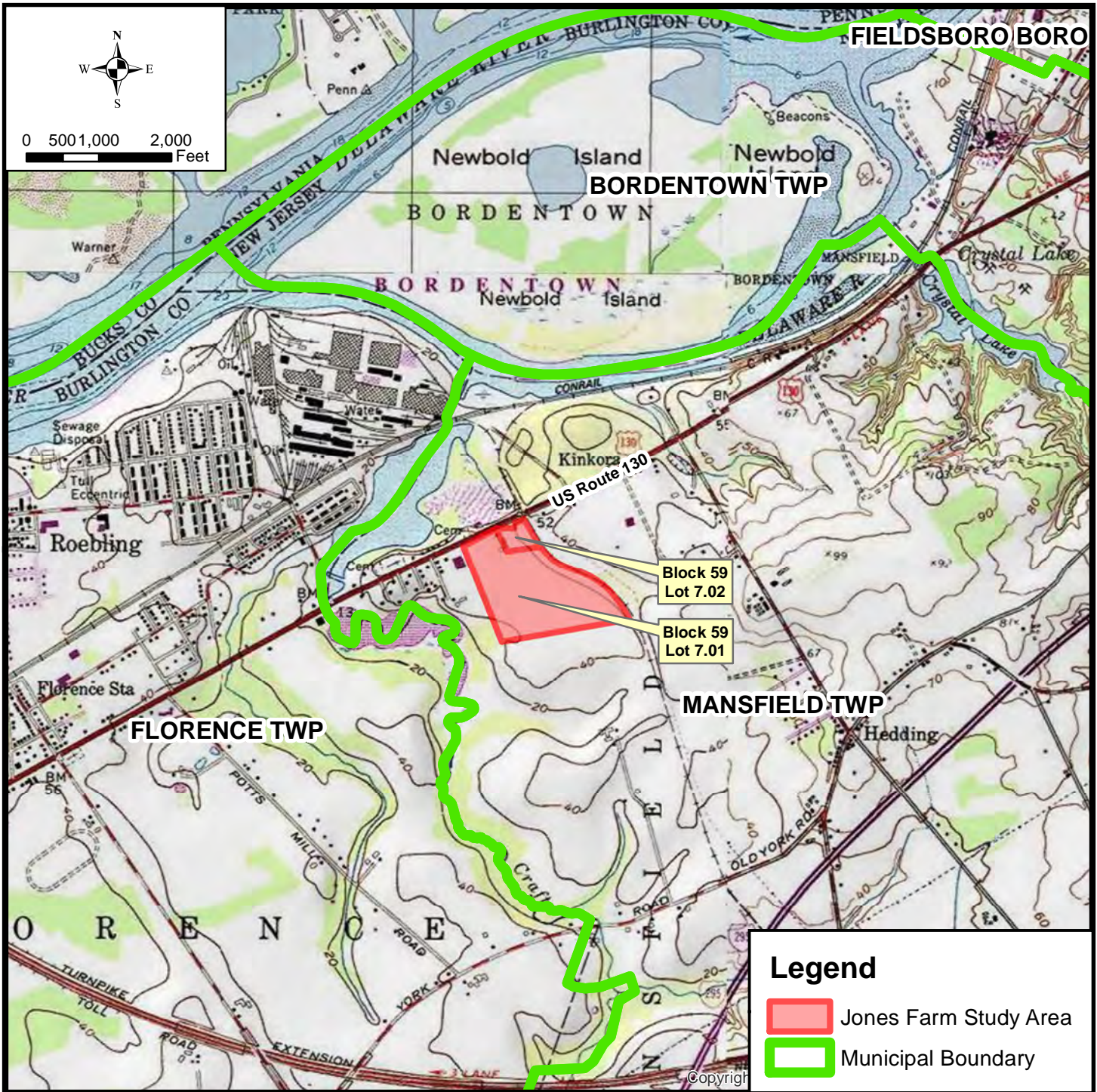


Fig. 1: USGS Location Map

**Jones Farm Study Area
 Mansfield Township (Burlington), NJ
 5206 Route 130 (Block 59, Lot 7.01) &
 4214 Route 130 (Block 59, Lot 7.02)
 Post Office: Bordentown, NJ**

SOURCE: NJDEP GIS DATA






Engineers • Planners • Scientists • Surveyors
 815 EAST GATE DR. SUITE 103
 MOUNT LAUREL, NEW JERSEY 08054
 TEL. 856-235-7170 FAX 856-273-9239

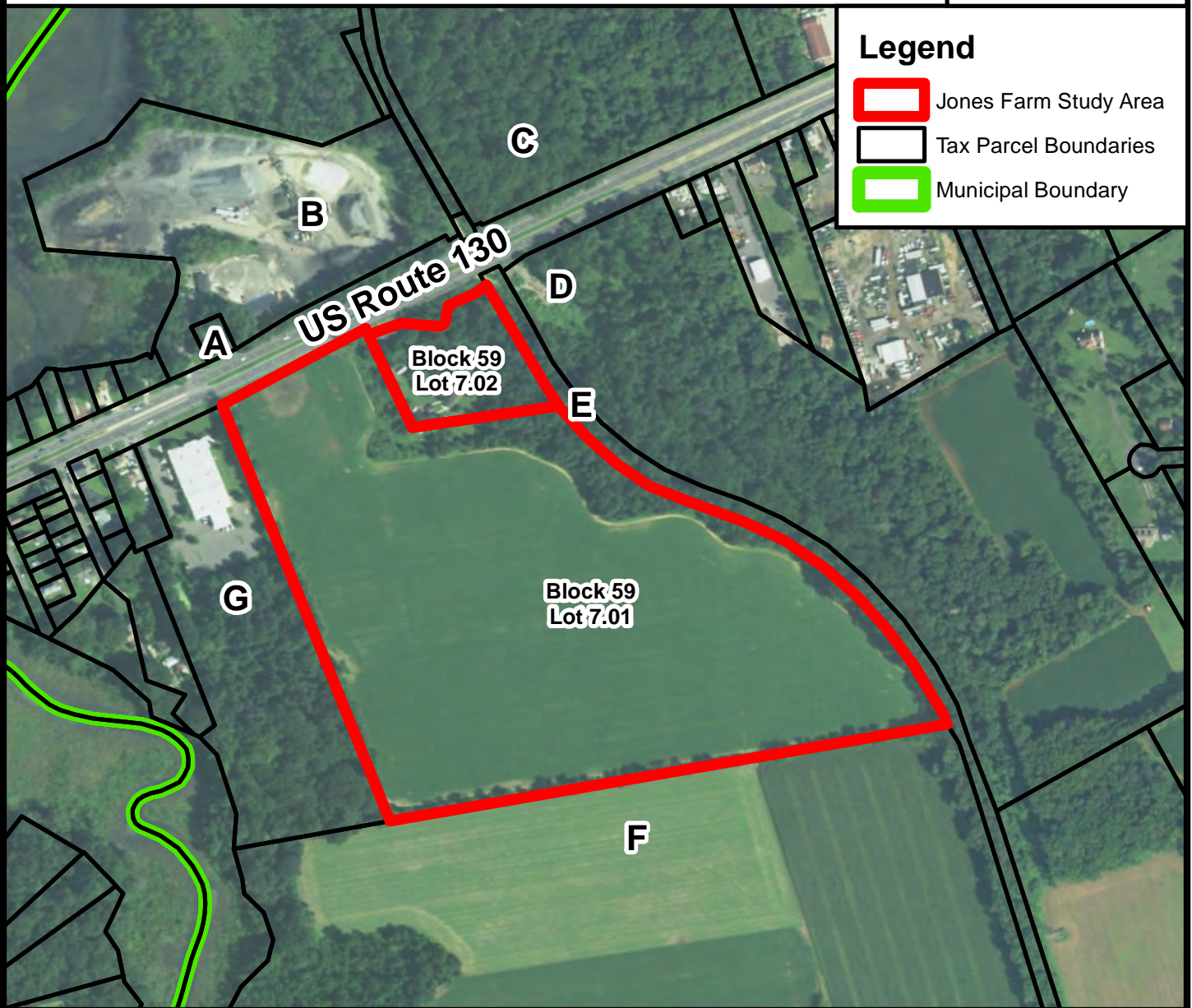
A: 5201 Route 130, B 66, L 9 - Romanian Orthodox Church (Cemetery)
 B: 5205 Route 130, B 66, L 8 - Trap Rock Industries LLC (Asphalt Plant)
 C: B 67, L 3 - PSEG Corp. (Vacant Land)
 D: B 60, L 16 - PSEG Corp. (Vacant Land)
 E: B 800.07, L 1 - Burlington County (Kinkora Trail)
 F: 2225 Old York Rd, B 59, L 6 - Curtis R Wainwright (Preserved Farm)
 G: 5198 Route 130, B 59, Lot 8 - Gifford Real Estate LLC (Information Technology)



0 125 250 500 Feet

Legend

-  Jones Farm Study Area
-  Tax Parcel Boundaries
-  Municipal Boundary



**ENVIRONMENTAL
RESOLUTIONS, INC.**

Engineers • Planners • Scientists • Surveyors
 815 EAST GATE DR. SUITE 103
 MOUNT LAUREL, NEW JERSEY 08054
 TEL. 856-235-7170 FAX 856-273-9239

Fig. 2: Adjacent Tax Parcel Map

**Jones Farm Study Area
 Mansfield Township (Burlington), NJ
 5206 Route 130 (Block 59, Lot 7.01) &
 4214 Route 130 (Block 59, Lot 7.02)
 Post Office: Bordentown, NJ**







SOURCE: NJDEP GIS DATA

A: 5201 Route 130, B 66, L 9 - Romanian Orthodox Church (Cemetery)
 B: 5205 Route 130, B 66, L 8 - Trap Rock Industries LLC (Asphalt Plant)
 C: B 67, L 3 - PSEG Corp. (Vacant Land)
 D: B 60, L 16 - PSEG Corp. (Vacant Land)
 E: B 800.07, L 1 - Burlington County (Kinkora Trail)
 F: 2225 Old York Rd, B 59, L 6 - Curtis R Wainwright (Preserved Farm)
 G: 5198 Route 130, B 59, Lot 8 - Gifford Real Estate LLC (Information Technology)



0 125 250 500 Feet

Legend

-  Jones Farm Study Area
-  Tax Parcel Boundaries
-  Municipal Boundary
-  Residence 1 (R1) Zone
-  Light Industry (LI) Zone
-  Heavy Industry (HI) Zone

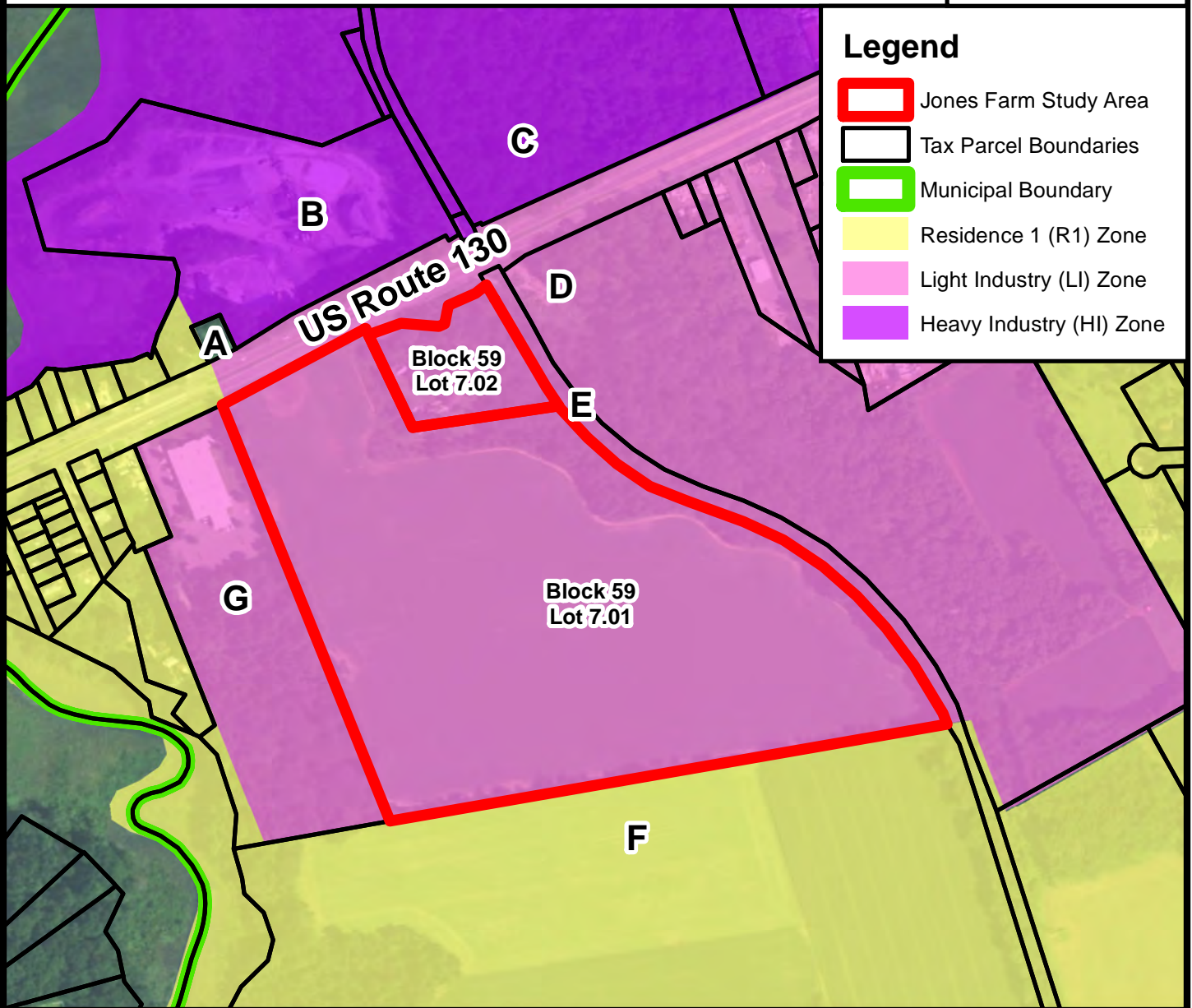


Fig. 3: Zoning Map

**Jones Farm Study Area
 Mansfield Township (Burlington), NJ
 5206 Route 130 (Block 59, Lot 7.01) &
 4214 Route 130 (Block 59, Lot 7.02)
 Post Office: Bordentown, NJ**



**ENVIRONMENTAL
 RESOLUTIONS, INC.**

Engineers • Planners • Scientists • Surveyors
 815 EAST GATE DR. SUITE 103
 MOUNT LAUREL, NEW JERSEY 08054
 TEL. 856-235-7170 FAX 856-273-9239

SOURCE: NJDEP GIS DATA

**MANSFIELD TOWNSHIP
BURLINGTON COUNTY**

RESOLUTION NO. 2019-12-5

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
MANSFIELD AUTHORIZING AND DIRECTING THE PLANNING BOARD OF
THE TOWNSHIP OF MANSFIELD TO UNDERTAKE A PRELIMINARY
INVESTIGATION FOR DETERMINING “AREAS IN NEED” OF NON-
CONDEMNATION REDEVELOPMENT AS SET FORTH IN THE LOCAL
REDEVELOPMENT AND HOUSING LAW PURSUANT TO NJSA 40A:12A**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, *et seq.* (the “Act”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of Non-Condensation Redevelopment in accordance with the Act, including Sections 3 and 5 thereof; and

WHEREAS, the Township has determined that the designation of Non-Condensation Redevelopment areas will foster the investment of private capital, the construction of projects that will benefit the Township, its residents and property owners; and

WHEREAS, the general boundary of the area which merit evaluation to see if such areas, and the parcels therein, would qualify as “Areas in Need of Non-Condensation Redevelopment” under the Act as set forth in Exhibit A (attached hereto); and

WHEREAS, the Township desires to direct the Planning Board to perform a preliminary investigation of the parcels set forth in Exhibit A to determine whether such parcels would qualify as an “Area in Need of Non-Condensation Redevelopment” under the Act; and

WHEREAS, said undertaking of a Preliminary Investigation is conditioned upon the receipt of escrow funds covering the full cost of preparation of said investigation by Edward Fox and Barbara Fegley of Environmental Resolutions, Inc.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Mansfield as follows:

1. **PRELIMINARY INVESTIGATION OF STUDY AREA.** The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A.* 40A:12A-6 to determine whether all or a portions of the parcels set forth in Exhibit A (together, the “Study Area”) satisfies the criteria set forth in the Act, including *N.J.S.A.*40A:12A-5, and *N.J.S.A.*40A:12A-3, to be designated as an “Area in Need of Non-Condensation Redevelopment”:
2. **MAP TO BE PREPARED.** As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the proposed Non-Condensation Redevelopment Areas and the location of the various parcels contained therein.
3. **PUBLIC HEARING REQUIRED.** (a) The Planning Board shall conduct a public hearing. Said hearing date and time shall published in a newspaper of general circulation in the Municipality and a copy of the notice shall be mailed to the last owner, if any, or any persons who are

interested in or would be affected by a determination that all, or a portion, of the study area is a Non-
Condemnation Redevelopment Area.

(b) At the hearing, the Planning Board shall hear from all persons who are interested in or
would be affected by a determination that all or a portion of the Study Area is a Non-
Condemnation Redevelopment Area. All objections to a determination that all or a portion of the Study Area is an area
in need of Non-
Condemnation Redevelopment and evidence in support of those objections shall be
received and considered by the Planning Board and made part of the public record.

4. **PLANNING BOARD TO MAKE RECOMMENDATIONS.** After conducting its
investigation, preparing a map of the proposed Non-
Condemnation Redevelopment Areas, and
conducting a public hearing at which all objections to the designations are received and considered, the
Planning Board shall make a recommendation to the Township as to whether the Township should
designate all or part of the Study Area as an area in need of Non-
Condemnation Redevelopment.

5. **SEVERABILITY.** If any part of this Resolution shall be deemed invalid, such parts
shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

6. **AVAILABILITY OF THE RESOLUTION.** A copy of this Resolution shall be
available for public inspection at the offices of the Municipal Clerk.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately.

MOTION: **SECOND:**
ROLL CALL:
AYES:
NAYS: **ABSENT:** **ABSTAIN:**

CERTIFICATION

I, LINDA SEMUS, RMC, CMR, Municipal Clerk of the Township of Mansfield,
County of Burlington, State of New Jersey, do hereby certify the foregoing to be a true and
accurate copy of the resolution adopted by the Township Committee of the Township of
Mansfield, County of Burlington, State of New Jersey, at their regular meeting held on
December 9, 2019 at the Mansfield Township Municipal Complex, at 7:30 P.M.

LINDA SEMUS, RMC, CMR
Municipal Clerk

EXHIBIT "A"
AREA IN NEED OF NON-CONDEMNATION

Block 59

Lots 7.01 and 7.02

Appendix C

*Mansfield Township Planning Board Resolution 2020-##-## (TBD),
Recommending that the Township Committee designate
Lots 7.01 and 7.02 of Block 59 as
“A Non-Condernation Area in Need of Redevelopment”*

TO BE INCLUDED AFTER ADOPTION

Appendix D
Mansfield Township Committee Resolution 2020-##-## (TBD),
Designating Lots 7.01 and 7.02 of Block 59 as
“A Non-Condemnation Area in Need of Redevelopment”

TO BE INCLUDED AFTER ADOPTION

Appendix E

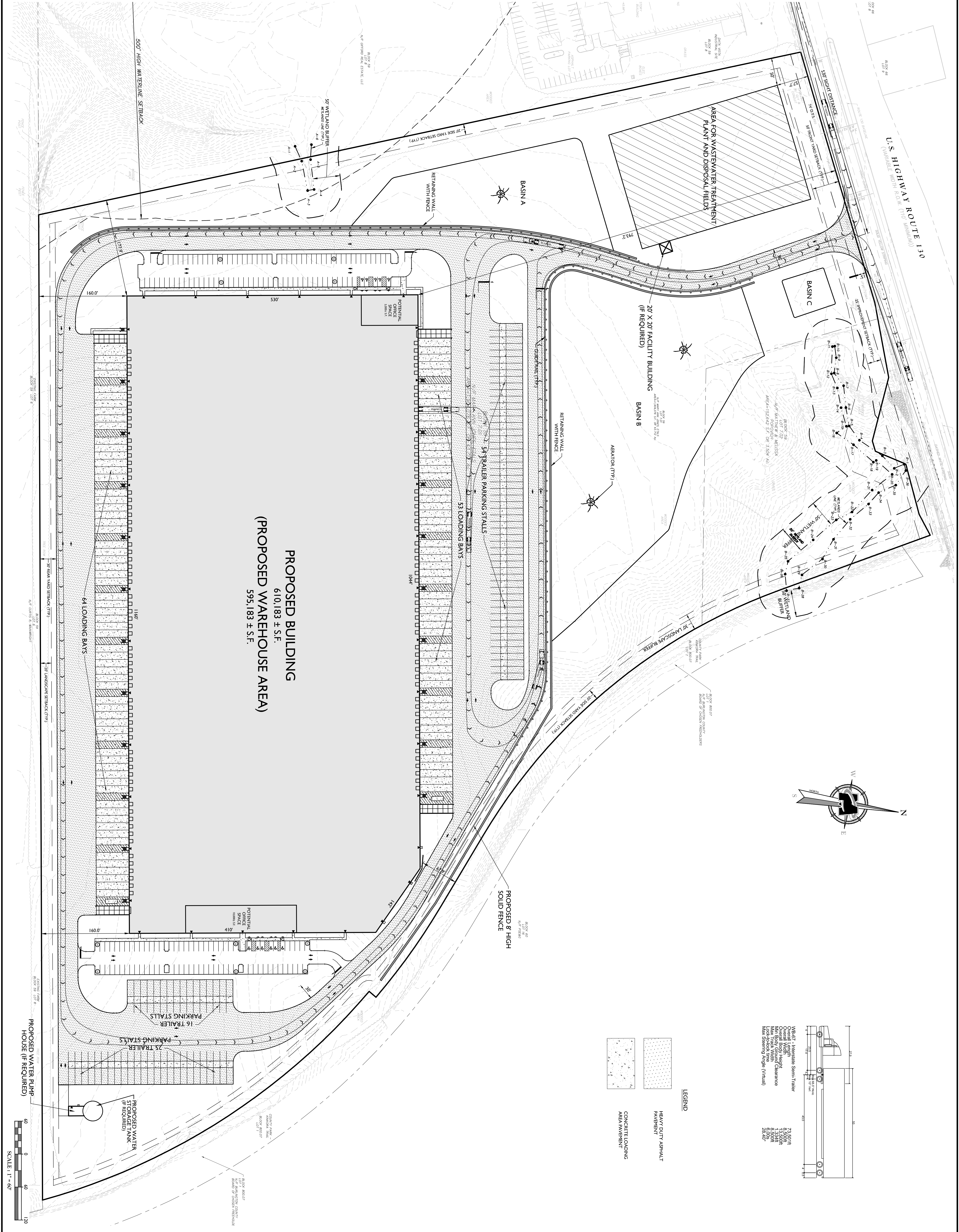
Letter from the Commissioner of the NJ Department of Affairs
dated MONTH, DAY, 2020 Approving the Redevelopment Area Designation

TO BE INCLUDED AFTER RECEIPT

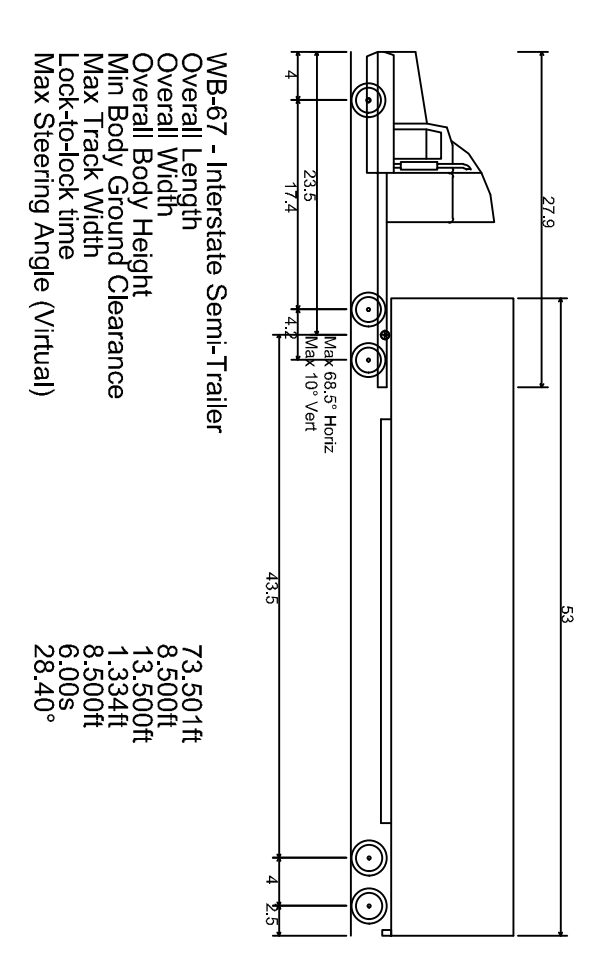
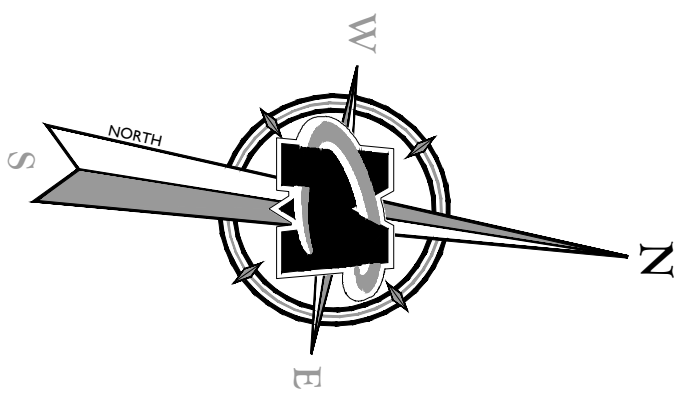
Appendix F
*Mansfield Township Committee Ordinance 20##-##,
Adopting a Redevelopment Plan for the
Jones Farm Redevelopment Area
(Lots 7.01 and 7.02 of Block 59)*

TO BE INCLUDED AFTER ADOPTION

EXHIBIT C
CONCEPT PLAN



PROPOSED BUILDING
 610,183 ± S.F.
(PROPOSED WAREHOUSE AREA)
 595,183 ± S.F.



- LEGEND**
- HEAVY DUTY ASPHALT PAVEMENT
 - CONCRETE LOADING AREA PAVEMENT
 - PROPOSED 8' HIGH SOLID FENCE

<p>MASER CONSULTANTS, L.L.C. Customer Loyalty through Client Satisfaction www.maserconsulting.com</p> <p>OFFICE LOCATIONS: ■ NEW JERSEY ■ NEW YORK ■ PENNSYLVANIA ■ FLORIDA ■ NORTH CAROLINA ■ COLORADO</p> <p>State of NJ, C.O.A., 26027986500</p>	<p>PROJECT TO DOBRIE: 2020 INDUSTRIAL AT MANSFIELD PRELIMINARY & FINAL SITE PLAN FOR</p>	<p>DEE A. SANTOS LANDSCAPE ARCHITECT LICENSE NUMBER: A20079</p>	<p>2020 INDUSTRIAL AT MANSFIELD BLOCK 59 LOT S 7.01 & 7.02 TOWNSHIP OF MANSFIELD BURLINGTON COUNTY NEW JERSEY</p>	<p>REV DATE DRAWN BY DESCRIPTION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1</td> <td style="width: 10%;">7/26/20</td> <td style="width: 10%;">PCS</td> <td style="width: 75%;">REVISED TO REFLECT 30 FOOT SIDE BUFFER AND UPDATED FOOTPRINT</td> </tr> <tr> <td>2</td> <td>9/15/2020</td> <td>VDK</td> <td>REVISED PER BURLINGTON COUNTY PLANNING BOARD COMMENTS</td> </tr> </table>	1	7/26/20	PCS	REVISED TO REFLECT 30 FOOT SIDE BUFFER AND UPDATED FOOTPRINT	2	9/15/2020	VDK	REVISED PER BURLINGTON COUNTY PLANNING BOARD COMMENTS	<p>REV DATE DRAWN BY DESCRIPTION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 75%;"> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>								
1	7/26/20	PCS	REVISED TO REFLECT 30 FOOT SIDE BUFFER AND UPDATED FOOTPRINT																		
2	9/15/2020	VDK	REVISED PER BURLINGTON COUNTY PLANNING BOARD COMMENTS																		

EXHIBIT D
CERTIFICATE OF OWNERSHIP

**EXHIBIT D
CERTIFICATE OF OWNERSHIP**

2. APPLICANT

NAME Segme Mansfield 130, LLC
 ADDRESS 777 New Durham Road, Suite D
Edison, NJ 08817
 Telephone # (732) 266-0600
 Email Address efrem@2020acq.com
 Applicant is : Corporation Partnership _____ Individual _____
 (LLC)

Mansfield Township Planning /Zoning Board Application 2015

3. DISCLOSURE STATEMENT

Pursuant to N.J.S.A 40:55D --48.1, the names and addresses of all persons owning 10% of the stock in a corporate applicant or 10% interest in any partnership applicant must be disclosed. In accordance with N.J.S.A 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10% interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% owners criterion have been disclosed.

[Attach pages necessary to fully comply.]

Name	<u>Efrem Gerszberg</u>	Address	<u>777 New Durham Rd, Suite D Edison, NJ 08817</u>	Interest	<u>100%</u>
Name	_____	Address	_____	Interest	_____
Name	_____	Address	_____	Interest	_____
Name	_____	Address	_____	Interest	_____
Name	_____	Address	_____	Interest	_____

CERTIFICATIONS

27. I certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the Corporation or that I am a general partner of the partnership applicant.
 [If the applicant is a corporation this must be signed by an authorized corporate officer. If the applicant is a partnership, this must be signed by a general partner.]

Sworn to and subscribed before me this

20 day of July, 2020.

[Signature]
 NOTARY PUBLIC

Segme Mansfield 130, LLC, Applicant

[Signature]
 SIGNATURE OF APPLICANT
 Efrem Gerszberg, Authorized Representative of
 Segme Mansfield 130, LLC

EXHIBIT E
PROJECT MILESTONES/TIMELINE

- October 1, 2020: Entity designated redeveloper of Project Site by Township
- January 1, 2021: Final and unappealable Township Planning Board Site Plan Approval
- February 1, 2021: All applications made to outside agencies with jurisdiction
- January 1, 2022: All outside agency approvals received
- April 1, 2022: Submission of applications for building permits to Township
- +30 days from date building permits are received: Commencement of Construction
- +15 months from Commencement of Construction: Project Completion
-
-

**EXHIBIT F
PROJECT COSTS**

These costs are estimated for purposes of this Redevelopment Agreement and will be more fully-refined in the event of an application for Long-Term Tax Exemption consistent with the requirements of the LTTEL.

Land Acquisition: \$10,000,000

Site Improvements: \$7,300,000

Soft Costs: \$9,000,000 (includes leasing costs, finance charges, professionals)

Vertical Construction: \$30,000,000

Total: \$56,300,000

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 "**Declaration**") is made this _____ day of _____, 2020 by SEGME MANSFIELD 130, LLC (together with its permitted successors or assigns as hereinafter provided, the "**Redeveloper**").

W I T N E S S E T H

WHEREAS, by Ordinance No. 2020-7 adopted on June 17, 2020, the Township determined that the Jones Farm Redevelopment Area, inclusive of those properties identified on the Township's tax map as Block 59, Lots 7.01 and 7.02 (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 May 26, 2020; and

WHEREAS, by Ordinance No. 2020-7 dated June 17, 2020, the Township adopted the Jones Farm Redevelopment Plan (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 dated _____, 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.

Section 5. The covenants and restrictions set forth in Section 2 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 Section 5.

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 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 has executed this Declaration effective as of the date first above written.

Witness or Attest:

SEGME MANSFIELD 130, LLC

Name:

Name:
Title:

EXHIBIT H

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

CERTIFICATE OF COMPLETION

Date:

Project: Jones Farm Redevelopment Area (the "**Project**")

Location: _____, in the Township of Mansfield, Burlington 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 SEGME MANSFIELD 130, 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 _____, 2020 and recorded on _____ in Book _____, Page _____, Instrument~~

No. _____ in the office of the Burlington County Clerk and the Property is hereby released from such Declaration of Covenants and Restrictions.

Except as set forth in the Redevelopment Agreement, this certificate is given without prejudice to any rights of the Township or the Redeveloper against third parties which exist on the date hereof or which may subsequently come into being.

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 SEMUS, RMC, CMK

Title: Municipal Clerk

TOWNSHIP OF MANSFIELD

By:

Janice A. DiGrasse
Name: Janice A. DiGrasse

Title: Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF Burlington)

I CERTIFY that, on 11-18-2020, Janice A. DiGiuseppe personally came before me, the undersigned, a Notary Public or Attorney at Law of the State of New Jersey, and this person acknowledged under oath, to my satisfaction that: (a) This person is the Mayor of the Township of Mansfield, the municipal corporation named in the within document; (b) this document was signed and delivered by the Township of Mansfield as its voluntary act duly authorized by a proper resolution of its governing body; and (c) this person signed this proof to attest the truth of these facts.

Sworn to and subscribed before me
This 18 day of November, 2020

State of New Jersey



Docs #4392668-v6

Linda Semus
Notary Public
New Jersey
Commission Expires 05-06-2023