

WESTAMPTON TOWNSHIP COMMITTEE MEETING

7:00 PM Regular Meeting

April 6, 2021

1. Call Regular Meeting to Order – 7:00 PM
2. Requirements of the Sunshine Law (This meeting was advertised in the Burlington County Times on January 4, 2021 and electronic notice was given pursuant to N.J.A.C. 5:39-1.5). This meeting is being held via the Zoom app. Instructions to join the meeting can be found on the Township website: www.westamptonnj.gov, click on Government, then Mayor & Township Committee. Instructions are found under “News & Information”.
3. Pledge of Allegiance
4. Moment of Silence
5. Roll Call
6. Approval of Agenda – motion & second required
7. Approval of Minutes: Regular Meeting Minutes 3/16/21, Executive Session Minutes 3/16/21 – motion & second required
8. Scheduled Appointments: none
9. Open Meeting to Public Comment on Agenda Items
10. Monthly Reports : Police Report, Tax Collector’s Reports
11. Old Business: None
12. New Business:
13. Ordinances:
 - a. 4-2021 Ordinance to Amend the Code of Township of Westampton, Chapter 250, Zoning (first reading, motion & second required) – this ordinance Supplements Chapter 250 by adding the Agrihood Mixed Use Zone
14. Resolutions:
 - a. 50-21 Payment of Vouchers – this resolution approves the payment of bills through 4/6/21
 - b. 51-21 Cancel Taxes, Block 203.07, Lot 51 – this resolution cancels taxes on a property exempt by the Tax Assessor due to a 100% disabled Veteran as per the attached memo

- c. 52-21 Approve Redevelopment Agreement – this resolution approves the redevelopment agreement between the Township & Westampton Logistics Urban Renewal, LLC

15. OPM Mailbox & Correspondence: nothing received
16. Committee Liaison Reports
17. Dates to Remember: Public Hearing on 2021 Budget: 4/20/21 @ 7 PM
18. Open Meeting for Public Comment - Please remember to state your name and address for the record.
19. Comments – Township Committee members
20. Adjournment

Please note:

During the first public comment period, any resident or taxpayer of Westampton is welcome to comment on any governmental item of concern limited to the ordinances and resolutions being considered this evening. The second public comment period is open to any item of concern. A total of thirty (30) minutes has been allocated for each of the public comment periods. This time may be extended by the Committee.

If you wish to be heard, come to the podium and give your name and address to the Clerk for the record. The amount of discussion of any single speaker will be limited to three (3) minutes. Large groups are urged to select someone to represent them. No speaker shall engage in any personally offensive, derogatory or abusive remarks. The Mayor shall immediately call to order any speaker who violates this provision. An officer of the WTPD may remove any disruptive person at the Mayor's discretion.

Public Comment is an opportunity for the public to present their views—both positive and negative. It is not a question and answer period. Neither the Mayor nor Committee Members will engage in a back and forth exchange so speakers are encouraged to present all their views. The Mayor as well as any Committee Member may respond to any comment after such speaker is finished. The Mayor may refer the speaker to the Township Administrator, Department Head or any Committee Member to respond in writing.

DRAFT

WESTAMPTON TOWNSHIP

2021 Executive Session Minutes

March 16, 2021

This meeting was advertised in the Burlington County Times on January 4, 2021 and electronic notice was given pursuant to N.J.A.C. 5:39:1.5. The meeting was called to order at 7:20 PM by Mayor Sandy Henley. This meeting was conducted remotely via telephone conference call and Zoom meeting software.

Present: Mr. DeSilva, Mr. Eckart, Mr. Henley, Ms. Mungo, Mr. Wisniewski, Solicitors Ruben Perez and Robert Wright, Planner Barbara Fegley, Administrator Wendy Gibson, Municipal Clerk Marion Karp

Resolution 3-16-21 for closed/executive session to discuss attorney-client privilege matters. Motion to go into closed session made by Mr. DeSilva; seconded by Mr. Eckart.

Discussed:

1. Discussion of Agrihood ordinance and update

The meeting was re-opened to the public; motion made by Mr. Wisniewski; seconded by Mr. Eckart. The meeting was opened to the public for comment; no comment was made and the meeting was adjourned.

Marion Karp
Municipal Clerk

WESTAMPTON TOWNSHIP COMMITTEE MEETING

DRAFT

7:00 PM Regular Meeting Minutes

March 16, 2021

The meeting was called to order and opened at 7:00 PM by Mayor Sandy Henley. Requirements of the Sunshine Law were read. This meeting was advertised in the Burlington County Times on January 4, 2021. This meeting was held remotely via telephone conference call and the Zoom app. The flag was saluted and there was a moment of silence.

Roll Call:

Committeeman DeSilva	Present
Committeeman Eckart	Present
Mayor Henley	Present
Committeewoman Mungo	Present
Committeeman Wisniewski	Present

Administrator Wendy Gibson and Marion Karp, Clerk, were present. Robert Wright, Township Solicitor, was also present.

Approve Agenda – motion to approve the agenda made by Mr. Wisniewski; second by Mr. DeSilva. All voted yes.

Minutes of the 3/2/21 meeting; executive session minutes of 3/2/21; workshop minutes of 3/2/21; motion to approve by Mr. Wisniewski; second by Ms. Mungo. All voted yes.

No questions or comments had been received in the Township Clerk's OPM mailbox.

Scheduled Appointments: None

Public Comments on Agenda Items

No comments made

Monthly Reports: Police Report, Tax Collector's Reports

New Business: None

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Ordinances:

a. 3-2021 Ordinance to Exceed the Municipal Budget Appropriation Limits & to establish a Cap Bank (second reading, motion & second required, then open for public comment) - this ordinance allows any amount authorized as an increase in the 2021 budget that is not appropriated as part of the final budget to be retained as an exception to final appropriation in either of the next 2 succeeding years. Motion to approve made by Mr. Eckart; seconded by Mr. Wisniewski. This was opened to the public for comment; no comment was made and the meeting was closed. All voted yes.

Resolutions:

a. 43-21 Payment of Vouchers – this resolution approves the payment of bills through 3/16/21. Motion to approve made by Mr. Wisniewski; seconded by Ms. Mungo. All voted yes.

b. 44-21 Award of Contract for Professional Services – this resolution awards a 3-year contract to Corey Ahart, Municipal Court Judge for Westampton Township. Motion to approve made by Mr. Wisniewski; seconded by Mr. Eckart. All voted yes.

c. 45-21 Transfer of Appropriation Reserves – this resolution permits transfers to be made from unexpended appropriations to those that have insufficiencies. Motion to approve made by Ms. Mungo; seconded by Mr. Eckart. All voted yes.

d. 46-21 Municipal Budget Notice - this resolution introduces the 2021 Municipal Budget and sets the date for the public hearing, which will be held on April 20, 2021. Motion to approve made by Ms. Mungo; seconded by Mr. DeSilva. All voted yes.

e. 47-21 Governing Body Certification with Federal Civil Rights Requirements – this resolution is necessary in order to submit the 2021 Budget and certifies that Westampton Township is in compliance regarding its hiring practices. Motion to approve made by Ms. Mungo; seconded by Mr. Wisniewski. All voted yes.

f. 48-21 Read Budget by Title Only – this resolution permits the 2021 Budget to be read by title only. Motion to approve made by Mr. Wisniewski; seconded by Mr. DeSilva. All voted yes.

g. 49-21 Local Examination of Budget – this resolution permits municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual Budget examination. Motion to approve made by Mr. Wisniewski; seconded by Mr. Eckart. All voted yes.

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Correspondence/OPM Mailbox: None

Committee Liaison Reports:

Mr. Eckart – food truck season is kicking off this Saturday at the Tarnsfield Swim Club. There will probably be a total of five of these held during the year. Keep an eye on the Township FB page for information.

Mr. Henley – the Recreation Department is doing a scavenger hunt this year instead of the regular Easter Egg Hunt; clues will be in different spots around town, prizes are offered; information will be on the Rec FB page.

Dates to Remember:

Next Township Committee Meeting – April 6, 2021 @ 7 PM

Open to public Comment

Dan Melendez, Rolling Hills East – was checking back in to see if there were any updates on the new ordinances prohibiting recreational and other vehicles from parking in the extra parking lot there. He wants to work together to see how he can be accommodated; perhaps just residents could be allowed to park there. He asked to speak with the Mayor; Wendy would give him his cell number.

Committee Members Comments

Mayor Henley – is appreciative of the employees efforts keeping the town afloat. Sandy spoke to Dan about the parking lot; the lot is meant to be for overflow parking, like if a visitor comes. They could talk about it. They don't want to punish anyone, it was a situation that got out of hand.

There were no further comments and the meeting was adjourned. Motion to adjourn made by Mr. Wisniewski; second by Mr. Eckart. All were in favor.

Respectfully submitted,

Marion Karp, Municipal Clerk

TOWNSHIP OF WESTAMPTON
APPROVING PAYMENT OF VOUCHERS
FOR THE PERIOD ENDING 4/6/21
RESOLUTION NO. 50-21

WHEREAS, the Township is in receipt of various vouchers submitted by vendors and/or other claimants for goods rendered and/or services provided to the Township; and

WHEREAS, the Chief Financial Officer has certified that there exists a line item appropriation against which each claim shall be charged and that there are sufficient funds available for the payment of each voucher; and

WHEREAS, each voucher contains a certification of a department head, or duly designated representative having personal knowledge of the facts that the goods have been provided or services rendered to the Township and that the goods or services are consistent with prior authorizations; and

WHEREAS, a list of all conforming claims which have been approved by the Chief Financial Officer has been prepared and reviewed by the Township Committee and is appended hereto as Exhibit A.

NOW BE IT RESOLVED that the Committee for the Township of Westampton for the reasons set forth above hereby approves the payment of the vouchers set forth on the attached Exhibit A and this Resolution shall be recorded as part of the minutes of this meeting and shall upon approval be open to the public.

TOWNSHIP OF WESTAMPTON

RESOLUTION CANCELING
TAXES FOR EXEMPTION
BLOCK 203.07, LOT 51

RESOLUTION NO. 51-21

WHEREAS, a resident has applied and qualified for disabled veterans benefits; and

WHEREAS, N.J.S.A. 54:4-3.32 allows townships to cancel taxes collected on properties that are exempt; and

BE IT RESOLVED that the Westampton Township Committee authorizes the Tax Collector to cancel the following taxes as per attached memo from Tax Collector.

Block 203.07, Lot 51

White

104 Sharpless Blvd.

\$1,638.51



Westampton Township

Established 1850

710 Rancocas Road, Westampton, N. J. 08060

Office of the Tax Collector

Phone Number (609)261-5914 Fax Number (609)267-7398

Office Hours 8:00AM to 4:00 PM

DATE: MARCH 23, 2021

TO: MARION KARP, TOWNSHIP CLERK

FROM: CAROL A. LAYOU-TAX COLLECTOR 

RE: CANCELLATION OF TAXES

PLEASE CANCEL THE FOLLOWING TAXES AS THE TAX ASSESSOR DECLARED THE PROPERTY TOTALLY TAX EXEMPT:

BLOCK	LOT	NAME/ADDRESS	AMOUNT
203.07	51	WHITE 104 SHARPLESS BLVD	\$1,638.51

TOWNSHIP OF WESTAMPTON

**RESOLUTION APPROVING REDEVELOPMENT AGREEMENT WITH
WESTAMPTON LOGISTICS URBAN RENEWAL, LLC AND
AUTHORING EXECUTION OF THE SAME**

RESOLUTION 52-21

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented, ("Act") 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 Westampton, the Township has formally designated the property within the Township designated as Block 902, Lots 1, 2 and 3 on the Township's official Tax Map (the "Project Site") as an "area in need of redevelopment" in accordance with the Act; and

WHEREAS, the Township has engaged with MRP Industrial NW, LLC ("MRP Industrial") which owns the Project Site, in discussions directed toward facilitating the redevelopment of the Project Site in a fashion consistent with the Township's vision and the existing Redevelopment Plan; and

WHEREAS, MRP Industrial has created Westampton Logistics Urban Renewal, LLC to serve as redeveloper of the Project Site (the "Redeveloper"); and

WHEREAS, the Township and the Redeveloper have negotiated an agreement to govern the obligations and benefits of each party and providing for the redevelopment of the Project Site in accordance with the Redevelopment Plan ("Redevelopment Agreement"), in substantially the form attached hereto as Exhibit A, together with any non-material changes as may be agreed to by the Township through the office of the Township Business Administrator; and

WHEREAS, in accordance with the Section 8 of the Redevelopment Law (N.J.S.A. 40A:12A-8), the Committee desires to name Westampton Logistics Urban Renewal, LLC as the Redeveloper of the Project Site subject to the Redeveloper entering into the Redevelopment Agreement with the Township for the redevelopment of the Project Site in accordance with the Redevelopment Plan; and

WHEREAS, the Redevelopment Agreement also provides that, except as set forth therein, the Project Site, and the Redevelopment Agreement and Redeveloper's interest therein, shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion of the Redevelopment Project, and further provides certain remedies to the Township for defaults under the Redevelopment Agreement, including but not limited to violations of the covenants therein; and

WHEREAS, the Redevelopment Law provides that the Township may designate the Redeveloper and approve the Redevelopment Agreement through resolutions of the Township Committee; and

WHEREAS, the Township Committee desires to designate the Redeveloper and approve the execution of the Redevelopment Agreement on behalf of the Township;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Westampton, County of Burlington, and State of New Jersey that Westampton Logistics Urban Renewal, LLC is hereby designated as Redeveloper for the Project Site as set forth above; and

BE IT FURTHER RESOLVED, that the Township Business Administrator is hereby authorized to execute the Redevelopment Agreement, in substantially the form attached hereto as Exhibit A, together with any non-material changes as may be agreed to by the Township through the office of the Business Administrator with Westampton Logistics Urban Renewal, LLC; and

BE IT FURTHER RESOLVED, that the Mayor and Township Business Administrator, together with the necessary staff and professionals of the Township, are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Township Business Administrator deems necessary or desirable in relation to the execution and delivery of the Redevelopment Agreement; and

BE IT FURTHER RESOLVED, that 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; and

BE IT FURTHER RESOLVED, that a copy of this Resolution and the Redevelopment Agreement approved hereunder shall be available for public inspection at the offices of the Township Clerk; and

BE IT FURTHER RESOLVED, that this resolution shall take effect in accordance law.

WESTAMPTON TOWNSHIP COMMITTEE

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in at 710 Rancocas Road, Westampton, New Jersey on April 6, 2021.

Marion Karp, Township Clerk

REDEVELOPMENT AGREEMENT AND COVENANTS

by and between

THE TOWNSHIP OF WESTAMPTON

As Redevelopment Entity

and

WESTAMPTON LOGISTICS URBAN RENEWAL, LLC

As Redeveloper

Date: April __, 2021

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT AND COVENANTS (the "Redevelopment Agreement" or "Agreement"), dated as of April __, 2021 (the "Effective Date"), by and among the **TOWNSHIP OF WESTAMPTON** (the "Township"), a body corporate and politic of the State of New Jersey with offices at 710 Rancocas Road, Westampton New Jersey 08060, acting in the capacity as a redevelopment entity pursuant to the provisions of the "Local Redevelopment and Housing Law", N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law" or "LHRL") and **WESTAMPTON LOGISTICS URBAN RENEWAL, LLC** a Delaware limited liability company ("Redeveloper"), with offices at 251 Little Falls Drive, Wilmington, Delaware 19808, (singularly, a "Party," collectively referred to as "the Parties").

W-I-T-N-E-S-S-E-T-H: **Recitals**

WHEREAS (1st), the Township is empowered, pursuant to the provisions of the Redevelopment Law, to declare certain properties located within the Township as areas in need of redevelopment, and to adopt and implement redevelopment plans, and carry out Projects; and

WHEREAS (2nd), pursuant to N.J.S.A. 40A:12A-4, a municipality may designate a redevelopment entity for purposes of undertaking municipal redevelopment efforts, as prescribed in the Redevelopment Law, or may execute those responsibilities directly as a redevelopment entity; and

WHEREAS (3rd), the Township has elected to directly act as the redevelopment entity, through the Township Committee of the Township of Westampton (the "Committee"), for purposes of redevelopment matters; and

WHEREAS (4th), pursuant to a Resolution adopted on July 8, 2014, the Township Committee of the Township of Westampton (the "Committee") accepted the recommendation of the Land Development Board and designated Block 902, Lots 1, 2 and 3 as a Non-Condensation Redevelopment Area (hereinafter, the "Project Area" or "Redevelopment Area") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS (5th), pursuant to Ordinance No. 9-2014, the Committee adopted a redevelopment plan for the Project Area which provided for the development of approximately 456 mixed market rate and low- and moderate-income residential family units and other related amenities (the "2014 Redevelopment Plan"); and

WHEREAS (6th), based upon changed circumstances in recent years, the Committee determined that it became necessary to amend the 2014 Redevelopment Plan to provide for land uses governing the Project Area the Committee believes are most desirable, beneficial to and in the best interests of the Township; and

WHEREAS (7th), MRP Industrial NE, LLC ("**MRP Industrial**") is currently the contract purchaser of the Project Area and has proposed a conceptual plan to redevelop the Project Area

with the construction of an approximately 634,400 square foot logistics center with parking stalls, trailer parking storage spaces and loading docks (the "Project"); and

WHEREAS (8th), in accordance with N.J.S.A. 40A:12A-7 of the Redevelopment Law, the Committee adopted Resolution 46-19 which authorized and directed the Land Development Board to amend the 2014 Redevelopment Plan to incorporate land uses consistent with industrial development based upon the proposed Project, and to transmit the proposed amended redevelopment plan to the Committee for review and adoption; and

WHEREAS (9th), the Land Development Board commenced and completed the process to amend the 2014 Redevelopment Plan, and in accordance with N.J.S.A. 40A:12A-7 of the Redevelopment Law, adopted a Resolution 14-2019 providing its report and recommending that the Committee adopt the proposed amended redevelopment plan entitled "Amended Redevelopment Plan – Westampton Logistics Center" (the "Amended Redevelopment Plan"); and

WHEREAS (10th), the Redeveloper will implement the development, design, financing and construction of the Project in conformity with the Redevelopment Plan and in accordance with the Redevelopment Law; and

WHEREAS (11th), N.J.S.A. 40A:12A-8(e) and (f) of the Redevelopment Law authorize the Township to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS (12th), the Township and the Redeveloper have engaged in negotiations relative to the Project and the Township has determined that in furtherance of the goals and objectives of the Redevelopment Plan, it is in the Township's best interest to enter into this Redevelopment Agreement with the Redeveloper for the purpose of setting forth in detail each Parties' respective undertakings, rights and obligations in connection with the development and construction of the Project; and

WHEREAS (13th), the Redeveloper acknowledges that all uses to which the Project may be devoted are guided and controlled by the Redevelopment Plan and this Redevelopment Agreement, and that under no circumstances shall the Redeveloper, or any assignee or Affiliate (as defined herein) undertake any development of the Project unless it is in strict accordance with the Redevelopment Law, the Redevelopment Plan, Applicable Law (as defined herein) and this Redevelopment Agreement.

WHEREAS (14th), Redeveloper is the owner of the Property; and

WHEREAS (15th), the Township and Redeveloper have agreed to the terms and conditions with respect to the redevelopment of the Property, the construction of the improvements and the payment of certain costs in connection therewith,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the

parties hereto and general public, and, further to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions. The following words and phrases shall have the meanings ascribed to such words and phrases below, such definitions to be applicable to the singular and plural forms and to the upper and lower case initial letters:

“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.

“Agreement” means this Redevelopment Agreement and Covenants by and between the Township of Westampton and Redeveloper, dated the Effective Date, which Agreement shall supersede and replace any prior agreements by and between the Township and the Redeveloper, any predecessor in title, and/or Affiliate.

“Appeal Period” means the period of time specified by statute or court rule within which an appeal may be taken by any Party or other Person of a determination of a Governmental Agency and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or administrative Township.

“Applicable Law(s)” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding action which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Agency and/or court of competent jurisdiction that relates to or affects the Parties or any of them, the Project Site, the Project (or any component thereof), the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement. “Applicable Law” shall include, without limitation, the Municipal Land Use Law, the Redevelopment Law, and all Environmental Laws.

“Certificate of Completion” means a certificate of completion issued by the Township when (i) all work related to the Project in its entirety, or any other work or actions to which such term is applied, has been substantially completed, acquired and/or other work or actions to which such term is applied, has been substantially completed, acquired and/or installed in accordance with this Redevelopment Agreement and in compliance with Applicable Laws; (ii) all Governmental Approvals that are required in order that such a certificate can be issued for the Project in its entirety, or such other work or action to which such term is applied, are in full force and effect, and (iii) such completion has been evidenced by a written notice to that effect provided by an authorized officer of the Township. Issuance of the Certificate of Completion releases the applicable portion of the Project from the rights and obligations under this Agreement.

"Certificate of Occupancy" means a permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued by the Township with respect to the Project in its entirety (or any portion thereof, as the case may be).

"Change in Law" means the enactment, promulgation, modification or repeal of or with respect to any Applicable Law subsequent to the Effective Date, which establishes requirements affecting performance by the Party relying thereon as a justification for its failure to perform any obligation under this Agreement which are materially more burdensome than and adversely inconsistent with the requirements which are applicable to the performance of such obligations as of the Effective Date. Actions or inactions of the Township shall not constitute a Change in Law giving rise to a suspension of any performance or other obligation of the Township under this Agreement, provided however, that the actions or inactions (including without limitation, any denial or conditional approval) of the Land Development Board shall not be deemed to constitute a "Change in Law" for purposes of relieving the Redeveloper of any performance or other obligation under this Agreement. However, if the Land Development Board action is appealed, the Redeveloper's performance obligations hereunder shall be tolled and/or extended by the amount of time during which such appeal of the Land Development Board's action (whether approval, denial or conditional approval) is continuing.

"Claims" means any assertion of wrongdoing or violation of law or regulation seeking a remedy, whether formally made in a legal pleading or otherwise.

"Commence Construction" or "Commencement of Construction" means the beginning of physical construction of the Project (or any portion thereof), but excluding demolition of the existing building or structure on the Property.

"Completion", "Complete" or "Completed" means with respect to the Project or any or portion thereof, or Phase, as the case may be, that (a) all work related to the Project in its entirety (or any portion thereof, to the extent applicable), or any other work or actions to which such term is applied is substantially complete in accordance with the Redevelopment Agreement and in compliance with Applicable Laws; (b) all permits, licenses and Governmental Approvals that are required in order that a Certificate of Completion can be issued for the Project in its entirety or any or portion thereof, that has been substantially completed, or such other work or action to which such term is applied are in full force and effect, and (c) such "Completion" has been evidenced by a written notice provided to the Township by the Redeveloper (or its successors, including any Transferee) with respect to the Project, or portion thereof, which determination is reasonably acceptable to the Township.

"Completion Date" shall mean the date that the Project is Complete.

"Control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to the Redeveloper, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another entity, whether through the ownership of voting securities or by contract or otherwise.

"Days" means calendar days.

"Effective Date" means the date on which this Redevelopment Agreement is executed by all Parties or such other date as may be agreed to by the Parties.

"Environmental Law" or "Environmental Laws" means any and all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, 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 ("CERCLA") (42 U.S.C. sect. 9601-9675); the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. sect. 6901, et. seq.), the Clean Water Act (33 U.S.C. sect. 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 Substances 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 Environmental Rights Act (N.J.S.A. 2A:35A-1, et seq.); the New Jersey Site Remediation and Recovery Act (N.J.S.A. 58:10C-1, et seq.); and the rules and regulations promulgated thereunder.

"Estoppel Certificate" is defined in **Section 2.08**.

"Event of Default" means the occurrence of any Redeveloper Event of Default or Township Event of Default, as the case may be.

"Exhibit(s)" means any exhibit attached hereto which shall be deemed to be a part of this Redevelopment Agreement as if set forth in the text hereof.

"Final Site Plan" means the Final Site Plan prepared by the Redeveloper in accordance with the Municipal Land Use Law with respect to the Project, as reviewed and approved by the Land Development Board.

"Financial Institution" shall mean a bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank and any publicly traded company engaged in the business of lending and/or development of real estate or recognized reputable source of construction and permanent financing for the project chartered under the laws of the United States of America, and/or any State thereof.

"Governmental Agency" means the federal government, the State or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government and any other governmental entity with Township over any part of the permitting, construction or operation of the Project, and the Project Site.

"Governmental Applications" shall mean any and all submissions, supporting documents, reports or other proofs transmitted to any Governmental Agency for the purpose of obtaining a Governmental Approval of any aspect of the Project or the Project Site.

"Governmental Approvals" means all necessary reviews, consents, permits or other approvals of any kind legally required by any local, county, State or federal governmental or quasi-governmental entity required to be obtained with respect to the Project, the Project Site, with all applicable Appeal Periods having expired without any appeal having been taken by a third party therefrom or, if an appeal has been taken, such appeal has been disposed of to the reasonable satisfaction of the Parties without the right to further appeal or, if there is a right to further appeal, the time period therefore has expired without a further appeal having been taken.

"Hazardous Materials or Substances" means any substance, chemical or waste that is listed as hazardous, toxic, a pollutant or contaminant, or dangerous under any Environmental Law.

"Holder" means a mortgagee, or its affiliate, of the Project Site or any part thereof.

"Impositions" shall mean all taxes, assessments (including all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Project Site or on any of the Project Improvements constructed thereon.

"Insurance Requirements" shall mean all requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Project Site or applicable to any Project Improvements thereon, or with respect to any portion of the Project Site, or any easement for the benefit of the Redeveloper granted by the Township or Township, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Project Site, the Project Improvements thereon or the use or condition thereof.

"Market Conditions" means conditions of the real estate market and financing market as they affect the Project as demonstrated by an independent market study reasonably acceptable to the Township.

"Material Change" with respect to the Site Plan or Plans, any change in the Site Plan or Plans that would result in any material change (a) in the placement, footprint or square footage of any building, (b) in the height of any building, (c) in the type of material, or any other change that would alter the placement or appearance of any of the roads, roadways, driveways, parking areas (including the number of parking spaces), walkways, sidewalks, or exterior lighting and fixtures, (d) in the placement, grade, or point of connection or hook-up, for any site drainage, drainage outfalls, detention basins, water, storm or sewer service lines; and (e) that would cause any of the utilities to be built or constructed at or above ground level or grade. "Material Change" would also be a change made to the Project contrary to the terms and conditions of Section 5.0 of the Redevelopment Plan.

"Municipal Land Use Law" means the Municipal Land Use Law, as codified at N.J.S.A. 40:55D-1 et seq. and the acts amendatory thereof and supplemental thereto.

"NJDEP" means the New Jersey Department of Environmental Protection, and any successor Governmental Entity to which its powers are transferred.

“Permitted Transfers” means the allowable Transfer of all or a portion of the Redeveloper’s rights and obligations under this Redevelopment Agreement.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

“Land Development Board” means the Westampton Land Development Board.

“Project” means the overall implementation of the Redevelopment Plan and this Agreement on the Project Site.

“Project Costs” means all costs of the Project, including, without limitation, the acquisition of the Project Site, the design, permitting and construction of the Project, and the Township Costs and as is further defined in **Section 2.06**.

“Project Infrastructure” or “Infrastructure” means (a) all roadways, bridges and site infrastructure improvements (b) grading, site drainage, drainage outfalls, walkways, subsurface excavation and other site preparatory work for the Project, lighting within on-site parking areas, landscaping, fire hydrants and interior roadways, in each case, as more particularly described in the construction plans and specifications, and (c) water and sewer service lines for the Project Site, including hook-ups and service laterals from a building to the curb for water, storm and sanitary sewers (except as otherwise set forth in this Agreement), and other utilities, including electric, gas, telephone and cable services (which are to be built underground), and (d) all other improvements which are or may be required to accommodate construction, occupancy and use of the Project. “Project Infrastructure” shall include such infrastructure improvements as identified in (i) the Remediation Permits, (ii) the Governmental Approvals, and (iii) such other Project Improvements to be constructed by the Redeveloper.

“Project Improvements” means all buildings, structures, improvements, site preparation work, infrastructure improvements, public improvements, and amenities necessary for the implementation and completion of the Project, and any work incidental thereto, including such work as may be required in connection with permits and Governmental Approvals for the Project, or any Phase. Project Improvements also include but are not limited to, grading, site drainage, drainage outfalls, walkways, water service, storm and sanitary sewers, and other utilities, (including electric, gas, telephone and cable services which are to be built underground unless permitted otherwise by the Township), parking, lighting, landscaping, and interior roadways.

“Property” or “Project Site” means the “Amended Redevelopment Plan – Westampton Logistics Center,” known as Block 902, Lots 1, 2, and 3, on the Township’s Tax Map. Also means the Project Site.

“Redeveloper” means WESTAMPTON LOGISTICS URBAN RENEWAL, LLC.

“Redevelopment Agreement” means this Redevelopment Agreement, as it may be amended or supplemented in accordance with its terms.

"Redevelopment Agreement Term" means the period of time from the Effective Date until the Township issues the final Certificate of Completion for the Project (in its entirety).

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

"Redevelopment Plan" means the "Amended Redevelopment Plan – Westampton Logistics Center" adopted by Ordinance _____ adopted on _____, as may be further amended or supplemented from time to time.

"Remediation" means the performance and completion of all investigations and cleanup, wetlands mitigation, and any and all other activities necessary or required for the cleanup or containment of all substances including, without limitation, Hazardous Substances, known or unknown, on, under or migrating to or from the Project Site, and the construction of the remedial systems, all in compliance with Applicable Law and Governmental Approvals, and in accordance with Environmental Laws, to address any environmental contamination or condition or environmental damage to any natural resource including but not limited to air, groundwater, surface water or soil, required to implement the Redevelopment Plan.

"Remediation Costs" means any and all costs incurred in carrying out or undertaking the Remediation of the Property.

"Remediation Permits" means any applicable permit, license or approval issued by NJDEP (or other federal or state regulatory Township or local governmental entity or Township having competent jurisdiction) or any approval, confirmation, certification or Remedial Action Outcome ("RAO") issued or provided by a New Jersey Licensed Site Remediation Professional as defined in N.J.S.A. 58:10C-1 ("LSRP"), necessary for the Remediation, as the same may have been amended or supplemented from time to time subsequent to the Effective Date and prior to the date that the Remediation is Completed, under Applicable Laws.

"Site Plan" means both the Preliminary Site Plan or Final Site Plan, as applicable, depicting those aspects of the Project Site and Project Improvements required pursuant to the Township's site plan ordinance and pursuant to N.J.S.A. 40:55D-7.

"Substantial Completion" means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of "Completion" have been satisfied, with the exception of certain immaterial portions of the work relating to the Project Improvements that have not been Completed, or such other work which remains to be Completed, as long as the Redeveloper, with respect to the Project Improvements, has prepared and delivered to the Township a "punch list" of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Agreement; and such "punch list" items are capable of being Completed within ninety (90) days of the date that Completion is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion. "Substantial Completion" shall be evidenced by issuance of a Temporary Certificate of Occupancy for the Project Improvements, or any portion thereof that has been Substantially Completed.

"Temporary Certificate of Occupancy" means a temporary Certificate of Occupancy issued with respect to the Project Improvements, or a portion thereof, upon Substantial Completion of the Project Improvements or such portion thereof.

"Tolling Event" means (i) an act or omission by one Party or a third Party that is identified as an Uncontrollable Circumstance under this Agreement; or (ii) any reasonable request by one Party to the other to extend the time for performance of any obligation, requirement, commitment or responsibility arising pursuant to this Agreement, which request is granted by the other Party.

"Township" means the Township of Westampton, a political subdivision of the State of New Jersey, and its permitted successors and assigns.

"Township Indemnified Parties" means the Township and their respective officers, elected officials, agents, employees, contractors and consultants.

"Transfer" is defined in **Article XII**.

"Transferee" is defined in **Article XII**.

"Uncontrollable Circumstance" means the events or conditions set forth below, or any combination thereof, that has (have) had or may reasonably be expected to have a material adverse effect on the rights or obligations of the Parties to this Agreement, provided however, that such act, event or condition shall be beyond the reasonable control of the Party relying thereon as justification for not performing obligation or complying with any condition required of such Party under the terms of this Agreement:

(a) An act of God, such as severe natural conditions such as landslide, lightning strike, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of a public enemy, war, blockade, insurrection, riot, general unrest or general restraint of government and people, provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe weather conditions (such as, but not limited to, seasonable temperature and precipitation), taking into account the geographic location and topographic and geotechnical conditions of the Project Site.

(b) a "Change in Law".

(c) Action or inaction by any Governmental Agency which precludes or delays the Party relying thereon from performing its obligations under this Agreement, provided however, that (i) such action or failure to act shall not be the result of the willful, intentional or negligent action or inaction of the Party relying thereon, (ii) neither the contesting of any action or failure to act, in good faith, nor the reasonable failure to so contest shall constitute or be constructed as a willful, intentional or negligent action or inaction by such Party, (iii) such action, inaction, issuance, denial or suspension shall not be the result of the illegal or unlawful actions of the Party

relying thereon, and/or (iv) decisions interpreting Federal, State and local tax laws that are generally applicable to all business taxpayers shall not constitute an Uncontrollable Circumstance under this paragraph (c).

(d) The suspension, termination, interruption, denial, failure of or delay in the renewal or issuance of any Governmental Approval, provided however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional or grossly negligent action or inaction of the Party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest (up to thirty (30) days following such suspension, termination, interruption or failure of renewal or issuance) shall constitute or be construed as a willful, intentional or grossly negligent action or inaction by such Party. The Redeveloper's failure to timely and substantially complete submission for a Governmental Approval or failure of the Redeveloper to agree to any reasonable condition to the issuance or renewal of such Governmental Approval shall not constitute an Uncontrollable Circumstance under this paragraph (d).

(e) The intentional or unintentional damage or destruction of the Project Improvements or any portion thereof or of the Project Site by contractors as long as the Redeveloper has implemented and complied with customary and reasonable security measures and has maintained customary and reasonable insurance.

(f) Delay caused by or arising out of legal action or lawsuits filed in challenge of the issuance or grant of any Governmental Approval, including, but not limited to, Planning Board approval of the Redeveloper's Site Plans.

(g) Delay caused by or arising out of the inability of any contractor or materials supplier to make timely delivery or materials due to strike, labor unrest, national emergency or generally recognized materials shortage, or other delays in the industry.

(h) Significant change of Market Conditions establishes that a Phase or the Project will not be reasonably viable from an economic standpoint.

The Parties acknowledge that the acts, events or conditions set forth in paragraphs (a) through (h) of this definition are intended to be the only acts, events or conditions which may (upon satisfaction of the criteria set forth above) constitute an Uncontrollable Circumstance.

Section 1.02 Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, 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.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed. The words "consent" or "approve" or words of similar import, shall mean the prior written consent or approval of the Township and/or Township or the Redeveloper, as the case may be, unless expressly stated to the contrary herein.

(f) Each right of the Township to review or approve any actions, plans, specifications, or other obligations of hereunder shall be made by the Township or Township official(s) with legal Township to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Township and the Township shall inform the Redeveloper of all officials of the Township and the Township having requisite approval powers to review or grant such requests for approval.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, otherwise expressly provided in the Redevelopment Agreement, or unless the context dictates otherwise.

(h) Unless otherwise indicated, any "fees and expenses" shall be required to be customary and reasonable.

(i) The Recitals and all Exhibits, and the Settlement Agreement, are incorporated herein and made a part of this Agreement.

ARTICLE II **IMPLEMENTATION OF PROJECT**

Section 2.01 Purpose. It is the intention of the Parties, and the purpose of this Agreement, to set forth the rights, duties and obligations of the Parties to provide for the implementation of the Redevelopment Plan.

Section 2.02 The Project Site. The Project Site consists of the Property within Redevelopment Area and as further identified in the Redevelopment Plan.

Section 2.03 Designation of Redeveloper. WESTAMPTON LOGISTICS URBAN RENEWAL, LLC is hereby designated as Redeveloper by the Township upon entry of this Agreement, and shall have the exclusive right to redevelop and implement the Project in accordance with the terms and conditions of the Redevelopment Plan and this Agreement during the Redevelopment Agreement Term.

Section 2.04 The Project.

(a) The Project consists of (i) the acquisition by the Redeveloper of the Project Site; (ii) construction of the Project Infrastructure and Project Improvements; and (iii) the complete implementation of the Project consistent with the Redevelopment Plan and this Agreement, as either may be amended from time to time.

(b) The Project consists of an approximately 634,400 square foot logistics center with parking stalls, trailer parking storage spaces and loading docks, as set forth in the Redevelopment Plan.

(c) The Project also consists of the construction of certain other improvements, all of which shall be undertaken by the Redeveloper at its sole cost and expense. If Remediation is required under Section 4.01 such Remediation shall become part of the Project. The Township and the Redeveloper shall actively cooperate to secure any necessary Governmental Approvals relating to the Improvements.

Section 2.05 Construction of the Project.

(a) The Redeveloper will (at its sole cost and expense) construct the Project as required by the terms of the Redevelopment Agreement and the Governmental Approvals. The Redeveloper shall carry out its obligations with respect to construction of the Project in accordance with (i) all Applicable Laws, including specifically and without limitation, the Governmental Approvals, and (ii) such other permits, licenses and approvals as may be required in order to carry out such obligations or may otherwise be applied for and received from any regulatory Township or Township.

(b) The Redeveloper shall (at its sole cost and expense) undertake such technical and other studies and shall prepare and file (after review by and consultation with the Township) any applications required for the receipt of the Governmental Approvals needed for the Project.

(c) Redeveloper shall timely implement the Project in order to complete the Project according to the Project Schedule, shall coordinate the Project and shall update the Township of such activities in accordance with this Agreement. Redeveloper and Township shall reasonably cooperate with each other to insure that the implementation of the Project Infrastructure does not unreasonably interfere with the operation of existing utilities. Redeveloper agrees to provide all performance and maintenance bonds as required by the Governmental Approvals. The Township agrees to require that, in accordance with Applicable Law, other developers in the vicinity of the Redevelopment Area who benefit from the Project Infrastructure, if any, to reimburse or pay to Redeveloper their fair share of Project Infrastructure improvements constructed by Redeveloper and from which they benefit, which shall be made a requirement in connection with any other developer's approvals for land use or treatment works approvals by the Land Development Board or the Township.

Section 2.06 Project Costs and Financing

(a) Redeveloper agrees that all costs associated with the development and financing for the Project is the sole responsibility of Redeveloper. Except as may otherwise be provided

under a Financial Agreement, or by public funding obtained by the Redeveloper, all costs of implementing and completing the Project, including but not limited to the cost of obtaining Governmental Approvals, Township Costs, costs of acquiring the Property, all Remediation Costs, the cost of designing and constructing all Improvements, all financing costs, and all leasing costs shall be borne exclusively by the Redeveloper as Project Costs. Except as otherwise specifically set forth herein, the Township shall not be responsible for any Project Costs associated with the Project.

(b) The Redeveloper represents that it either has obtained or will obtain financing for the Project, which financing will be a combination of debt financing and an equity contribution of the Redeveloper. The Redeveloper shall submit to the Township evidence commitments for financing and any equity capital necessary to Commence Construction of the Project not later than thirty (30) days prior to the date scheduled for the Commencement of Construction. The Township agrees to accept a letter, in substance acceptable to the Township, from one or more Financial Institution(s), which evidences commitment to provide financing for the construction of the Project in such time and manner so as to enable Redeveloper to adhere to the Project Schedule.

(c) In addition to the above, and any improvements required pursuant to Land Use Development Board, Redeveloper and Township acknowledge that the Redevelopment Project will have a significant impact on Township services, including but not limited to emergency services. In consideration of that impact, Redeveloper agrees to pay the Township an amount of two hundred and fifty thousand (\$250,000.00) within sixty (60) days of the execution of this Redevelopment agreement. Said payment shall be non-refundable unless the Township is found to have material breached the terms and conditions of this Agreement.

Section 2.07 Project Schedule

(a) A Project Schedule, attached hereto as **Exhibit 2.07**, sets forth the critical milestones of the Project. Redeveloper shall diligently implement and complete all aspects of the Project by the completion dates set forth in the Project Schedule, which Project Schedule shall be modified by the Redeveloper from time to time in accordance with this Agreement, and subject to relief resulting from a Tolling Event or Uncontrollable Circumstance. After the Commencement of Construction, Redeveloper will thereafter diligently and continuously prosecute the Project in accordance with the Project Schedule to completion, subject to Uncontrollable Circumstances.

(b) If Redeveloper desires to modify the Project Schedule, Redeveloper shall provide notice to the Township stating: (i) the reason for the change in the Project Schedule, (ii) Redeveloper's new proposed Project Schedule for completing such task, and (iii) the new proposed Completion Date. The Township shall have thirty (30) days to approve such revised Project Schedule, after which if the Township has not approved such revised Project Schedule, such revised Project Schedule shall be deemed approved. The Township shall not unreasonably deny any requested changes to the Project Schedule or the Completion Date.

Section 2.08 Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Project Site, the other Party shall issue a signed certificate ("Estoppel Certificate") either stating that this Redevelopment Agreement is in full force and effect and that there is no default

Commented [RW1]: To be provided by developer.

or breach under this Redevelopment Agreement, (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any. In the event the Estoppel Certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than a reasonable number of Estoppel Certificates may be requested per year.

Section 2.09 Cooperation. The Parties shall fully cooperate with each other as necessary to effectuate the Project Improvements, including entering into additional agreements that may be required, provided however, that such actions and/or agreements shall not result in a material increase or decrease in the Township's and the Redeveloper's respective obligations hereunder.

Section 2.10 Redevelopment Plan Amendment. Redeveloper may propose amendments to the Redevelopment Plan that may be required for the development of the Project. The Township's professionals shall have a period of forty five (45) days to review the proposed amendments and to advise Redeveloper whether the requested amendments will be submitted to the Committee for approval. If the proposed amendments are acceptable to the Township's professionals and are recommended to the Committee, the Township shall amend the Redevelopment Plan in accordance with this Agreement (the "Redevelopment Plan Amendment") within four (4) months of submission to the Township professionals for review by the Redeveloper. If the proposed amendments are recommended to Committee but the Redevelopment Plan Amendment is not adopted within said four (4) month period, it shall be an Event of Default under the Agreement, unless additional time for adoption of the Redevelopment Plan Amendment is agreed to by both the Township and the Redeveloper.

Section 2.11 Long Term Tax Exemption and Financial Agreement. The parties recognize that a Financial Agreement under the Long Term Tax Exemption Law will benefit the Redeveloper and the Township and the community. Redeveloper shall submit an application to the Township under the Long Term Tax Exemption Law, for an agreement ("Financial Agreement") for payments in lieu of taxes ("PILOT"). If the Redeveloper submits such application, the Township shall reasonably consider such application in good faith and any Financial Agreement shall be subject to the receipt of all Governmental Approvals required by the Applicable Laws. It shall be an Event of Default if after Redeveloper submits a complete application for a Financial Agreement to the Township in accordance with the Long Term Tax Exemption Law, (i) the Township has not approved such application pursuant to a duly adopted resolution or ordinance, and (ii) the Township and the Redeveloper have not entered into a Financial Agreement as specified in the approved application, in form reasonably satisfactory to the Redeveloper and the Township, which Financial Agreement shall have been approved by ordinance duly adopted by the Township.

Section 2.12 Covenant to Build. Redeveloper covenants and agrees to perform the construction of the Project in accordance with the Redevelopment Plan attached hereto as **Exhibit 2.12**, as may be amended in accordance with this Agreement, and applicable Governmental Approvals.

Section 2.13 Township Costs

(a) The Redeveloper shall reimburse the Township's actual, reasonable out of pocket third party professional costs, including, without limitation, all reasonable legal, planning and engineering fees, related to the Project, which represents the Township's Costs incurred for the Project which are to be reimbursed by the Redeveloper as of the date hereof, which costs include (i) all sums to be expended from the date of this Agreement; and (ii) past costs in the amount of \$2,400.00 incurred by the Township.

Section 2.14 REDEVELOPER'S DUE DILLIGENCE AND NON-RELIANCE.

AS SET FORTH HEREIN, REDEVELOPER FURTHER AGREES, ACKNOWLEDGES AND REPRESENTS THAT REDEVELOPER IS ENTERING INTO THIS AGREEMENT AND SHALL PERFORM ALL OF ITS OBLIGATIONS HEREUNDER AND CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS 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 THE REDEVELOPER HAS HAD THE OPPORTUNITY FOR FULL AND COMPLETE INVESTIGATION, EXAMINATION AND INSPECTION OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, ITS PHYSICAL CONDITION AND ANY ENVIRONMENTAL CONCERNS). REDEVELOPER ACKNOWLEDGES AND AGREES THAT IT WILL ONLY UNDERTAKE DEVELOPMENT OF THE PROJECT SITE IN ACCORDANCE WITH THE TOWNSHIP'S REQUIREMENTS UNDER THE REDEVELOPMENT PLAN AND THIS AGREEMENT, AND HAS HAD A FULL AND REASONABLE OPPORTUNITY TO REVIEW THE REDEVELOPMENT PLAN AND THIS AGREEMENT. REDEVELOPER ACKNOWLEDGES THAT THIS SECTION WAS A NEGOTIATED PART OF THIS AGREEMENT AND SERVES AS AN ESSENTIAL COMPONENT OF THE CONSIDERATION FOR THE TOWNSHIP ENTERING INTO THIS AGREEMENT.

**ARTICLE III
[INTENTIONALLY OMITTED]**

**ARTICLE IV
ENVIRONMENTAL MATTERS**

Section 4.01 Environmental Compliance in General.

(a) The Redeveloper agrees and specifically assumes, at its sole cost and expense, any and all responsibility for the investigation and Remediation of all environmental conditions, whether known or unknown, on, under or migrating to or from the Project Site, as may be required by applicable Environmental Laws and regulations, including without limitation, soil analyses, site investigations and other environmental evaluations necessary to determine the condition of the soils and subsurface conditions, including the groundwater, and the presence of Hazardous Substances and the Redeveloper shall bear all costs for such investigation and Remediation of the Project Site. If required to be obtained by Applicable Law, the Redeveloper also agrees that it shall use its best efforts to obtain all Remediation Permits for the Remediation of the Project Site.

(b) The Redeveloper shall be exclusively responsible for the investigation, delineation and remediation of any environmental condition required by applicable Environmental Laws and regulations, (collectively, an "Environmental Condition"), and is attributable to, emanates from, on or under or otherwise occurs at the Project Site unless such Environmental Condition was caused by the action or inactions of the Township.

Section 4.02 Redeveloper Indemnification of Township. Without limitation on any obligation to defend and indemnify under this Article, 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 against (a) all Claims or alleged Claims and response costs and fines and penalties against the Township and its officials and agents or the Redeveloper by any Governmental Entity or third party which concern the presence of Hazardous Materials which become present on or within the Project Site, or the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, when such Materials become present on or within the Project Site after the Effective Date, (b) all Claims or alleged Claims against the Township and its officials and agents by any Governmental Entity or third party for injunctive relief for the abatement of a nuisance or related to the presence of Hazardous Materials which become present on or within the Project Site or the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, when such Materials become present on or within the Project Site after the Effective Date, and (c) all Claims or alleged Claims of bodily injury or property damage asserted against the Township and its officials and agents by third Parties which are related to the presence of Hazardous Materials which become present on or within the Project Site, or the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, whenever such Hazardous Materials become present on or within the Project Site after the Effective Date.

Section 4.03 Environmental Reports. At the request of the Township, if Redeveloper discovers any Hazardous Materials or substances, Redeveloper shall provide or cause to provide to the Township a copy of all reports, test results, sampling results, studies, soil logs, analyses, plans, permits, approvals, applications, and other documents prepared by or on behalf of, or obtained by Redeveloper related to the Project Site, or any part thereof.

ARTICLE V APPLICATIONS FOR GOVERNMENTAL APPROVALS

Section 5.01 Preliminary and Final Site Plan. In accordance with Project Schedule, Redeveloper shall file an application for Preliminary and Final Site approval in accordance with the Project Schedule. A notice that such application has been filed shall be submitted to Committee in care of the Township Clerk within 10 days of such submission being made by the Redeveloper.

Section 5.02 Submission of Construction Plans. In accordance with the Project Schedule, the Redeveloper shall, at its own cost, cause to be prepared and submitted to the Construction Official of the Township construction plans for the Project, which shall be in compliance with the Final Site Plan, in a form sufficient for the Construction Official to issue a building permit or other permit necessary to Commence Construction.

Section 5.03 Township Cooperation. To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), the Township shall provide support and assistance to the Redeveloper in facilitating and expediting the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate Township board, body or department, including the Planning Board, as applicable. To the extent permitted by Applicable Law, and upon the reasonable request of the Redeveloper, the Township shall use its best efforts to (a) cause the Land Development Board to begin consideration of any application submitted by the Redeveloper within forty-five (45) days following the Land Development Board's determination that such application is administratively and technically complete, (b) cause the Land Development Board to complete the Land Development Board's hearings with respect to such applications within ninety-five (95) days of determination of completeness or as expeditiously as practicable in light of the scope and nature of questions/comments of the Land Development Board and members of the public with respect to such applications, and, if necessary in the Township's reasonable discretion, to (c) cause the Land Development Board to convene special meetings as frequently as is required (consistent with the requirements of Applicable Law) in order to complete such hearings.

Section 5.04 Submission of List of Government Approvals and Start Date. In accordance with Project Schedule, the Redeveloper shall provide the Township with written notice setting forth, at a minimum, (i) a list of Governmental Approvals required for construction of the Project Improvements initially set forth on Exhibit 5.04, (ii) the current status of the submittal, review and/or issuance of the Governmental Approvals for the Project Improvements, (iii) an estimate of the date on which each of such Governmental Approvals is expected to be received (which shall be prior to the date on which the Redeveloper expects to Commence Construction for the Project Improvements), to the extent that such Governmental Approvals are required to be obtained prior to, or as a condition precedent to, the Commencement of Construction, and (iv) the estimated date for commencement of Construction of the Project Improvements. The Redeveloper shall also provide such supporting documentation as the Redeveloper reasonably believes will be necessary or beneficial to the Township for the Township's review of such notice. The list of Governmental Approvals shall be updated by the Redeveloper as part of the Progress Reports required to be provided pursuant to **Article VII**. The Redeveloper shall use diligent efforts to secure, or cause to be secured, any and all Governmental Approvals which may be required to be obtained from any Governmental Agency having jurisdiction over the Project Improvements.

ARTICLE VI

GENERAL CONSTRUCTION REQUIREMENTS

Section 6.01 Scope of Undertaking. The Redeveloper shall, at its sole cost and expense, undertake the services and responsibilities required to be undertaken or performed with respect to the Project. Such services and responsibilities include, without limitation, all aspects of the design, development, construction and operation of the Project and each of the Phases thereof including (a) all design, engineering, permitting and administrative aspects, and (b) the performance of or contracting for and administration and supervision of all physical work

required in connection with the Project, and (c) arrangement for interim and final inspections and any other actions required to satisfy the requirements of any applicable Governmental Approvals (all of the foregoing undertakings and the work product thereof being referred to collectively herein as "Work"), (d) the administration, operation and management, or contracting for the administration, operation and management of the Project, and (e) all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing.

Section 6.02 Standards of Construction. Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with the quality of materials called for under the applicable Governmental Approvals, including without limitation, the Redevelopment Plan.

Section 6.03 [INTENTIONALLY OMITTED]

Section 6.04 [INTENTIONALLY OMITTED]

Section 6.05 No Warranty of Suitability. The Redeveloper specifically acknowledges that the Township makes no representation or warranty, expressed or implied or otherwise, as to the Project or Project Improvements or the Project Site's fitness for use for any particular purpose, condition or durability thereof, or that it will be suitable for the Redeveloper's purposes.

Section 6.06 Designated Representatives; Communication. The Redeveloper and the Township shall designate a representative ("the Designated Representative") be the agent of Redeveloper and the Township, respectively, until Completion of the Project, to provide a direct means of authoritative communications between the Parties during the Construction of the Project, and shall be authorized to act on behalf of each Party, except to the extent that such authorization is limited by the Redeveloper or the Township. Each of the Redeveloper and the Township may change the Designated Representative from time to time, upon written notice to the other Party.

Section 6.07 [INTENTIONALLY OMITTED]

Section 6.08 Maintenance, Safety and Security of Project Site. Upon commencement of any activities on the Project Site by the Redeveloper, it shall be required to maintain, secure and address public safety for all areas of the Project Site including any buildings, structures, parking areas, landscaping, streetscaping, sidewalks, including curbing and traffic calming devices, trash collection and receptacles, and all such issues identified in the Township Property Maintenance Code to the same extent as any owner of property in the Township as required by Applicable Law.

ARTICLE VII **PROJECT OVERSIGHT**

Section 7.01 [INTENTIONALLY OMITTED].

Section 7.02 [INTENTIONALLY OMITTED].

Section 7.03 Meetings. Either Party may, upon no less than forty-eight (48) hours prior notice, and no more often than monthly, call for a meeting between the Parties to review any concerns or issues regarding the Project, as such Party may reasonably be necessary. Such Meeting shall occur at the municipal building on the date and time noticed by the requesting Party.

Section 7.04 General Access to the Project Site. The Township and its authorized representatives shall have the right to enter the Project Site to inspect the Project Improvements and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement, upon providing no less than forty-eight (48) hours prior written notice to the Redeveloper, provided the Construction Official or other applicable Township official shall have access rights to the Project as provided by law. In no event shall the Township's inspection of the Project Improvements (or any construction activities related thereto) be deemed acceptance of the work or be deemed to waive any right the Township has under this Redevelopment Agreement. The Township acknowledges that the Project Site will be an active construction site and that the Redeveloper shall not be liable or responsible to the Township, its employees or agents for injury to person or property sustained in connection with any such inspection, except to the extent that the Redeveloper violates the standard of due care owed to invitees and shall indemnify and hold Redeveloper harmless for any injuries to Township representatives.

**ARTICLE VIII
RESERVED**

**ARTICLE IX
CERTIFICATES OF OCCUPANCY AND COMPLETION**

Section 9.01 Certificate of Occupancy. Upon completion of the construction of the Project Improvements, the Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy. The Redeveloper shall take all actions required for issuance of a Certificate of Occupancy and the Township shall promptly process any application for same. Upon satisfaction of the requirements set forth in the definition of "Substantial Completion," the Redeveloper may apply to the appropriate governmental officer or body for issuance of a Temporary Certificate of Occupancy which shall be effective until such time as a permanent Certificate of Occupancy is received. Notwithstanding the issuance of the Temporary Certificate of Occupancy, the Redeveloper shall not be deemed to have completed the Project Improvements, or portion thereof, as applicable, until the permanent Certificate of Occupancy is issued or if any deficiencies are bonded over, a Certificate of Completion is issued.

Section 9.02 Certificate of Completion. The completion of the Project Improvements and the full project shall be evidenced by a Certificate of Completion of the Township in recordable form accepting the terms of a certification of the Redeveloper stating that: (a) the Project Improvements have been Completed (excluding any normal and customary tenant improvements) in accordance with the Site Plan and construction plans and all labor, services, materials and supplies used in connection therewith have been paid for or adequate security has been posted in connection therewith; (b) other facilities necessary to achieve Substantial Completion and commence occupancy of a particular portion of the Project Improvements has been acquired, constructed or improved in accordance with the Site Plan and construction plans and all costs and expenses incurred in connection therewith have been paid or adequate security otherwise posted;

and (c) a Certificate of Occupancy, if required, and any other permissions required, if any, by Government Agencies for the occupancy and use of all or portions of the Project Improvements for the purposes contemplated by this Redevelopment Agreement have been obtained. 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, within twenty (20) days of receipt of the written request for a Certificate of Completion, provide the Redeveloper with a written statement of the reasons the Township refused or failed to furnish a Certificate of Completion. If the reason for the refusal is confined to the failure to issue a final Certificate of Occupancy and the Township has issued a Temporary Certificate of Occupancy, the Township will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Redeveloper with the Township in an amount representing 125% of the value of the work not yet completed, provided bonding shall not be required if such work is already covered by and secured by a performance or maintenance bond which has been provided under the Redeveloper's Planning Board approvals.

Section 9.03 Effect of Certificate of Completion. The Certificate of Completion shall constitute a recordable determination of the satisfaction and termination of the conditions, terms and the Covenants and Restrictions contained in this Agreement, the Redevelopment Law, the Deed, and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct the Project within the timelines set forth in the applicable Project Schedule. Upon issuance of a Certificate of Completion for the Project, or a portion thereof, the conditions determined to exist at the time the Project Site, or portion thereof, was determined to be "an area in need of redevelopment" shall be deemed to no longer exist, and the land and the Project Improvements constructed upon the Project Site shall no longer be subject to eminent domain. If a Certificate of Completion is issued for less than all of the Project Site or Project Improvements, then the balance of the Project Site shall continue to be within a redevelopment area and subject to the Redevelopment Plan. Granting of the Certificate of Completion releases all parties of their rights and obligations under this Agreement as to the Project or part thereof for which the Certificate of Completion is issued.

ARTICLE X

REPRESENTATIONS AND WARRANTIES; AND COVENANTS

Section 10.01 Representations and Warranties by the Redeveloper. In addition to, but not limited by, any and all other representations and warranties of the Redeveloper contained in this Agreement, the 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 to the best of Redeveloper's knowledge as of the Effective Date (such representations and warranties to survive the termination or expiration of this Agreement):

(a) The Redeveloper is a limited liability company organized under the laws of the State of Delaware, is in good standing under the laws of the State, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date.

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper shall have been filed.

(f) No indictment has been returned against any partner, member or officer of the 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 the Redeveloper from performing its duties and obligations hereunder.

(h) There are no suits, other proceedings or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(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 as of the Effective Date, to the best of Redeveloper's knowledge, materially accurate, and the Redeveloper shall continue to inform the Township of any material and 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 has acquired the Property.

(k) The Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project Improvements.

(l) The Redeveloper agrees that 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.

(m) The Redeveloper shall, at such times as the Township may request, 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.

Section 10.02 Certificate of No Default. Upon request no more than annually, the Redeveloper shall deliver to the Township a certificate signed by its authorized representative to the effect that (a) Redeveloper is not aware of any condition, event or act which constitutes an Event of Default, and (b) the Redeveloper is not aware of any condition event or act existing which, with notice or lapse of time, or both, would constitute and Event of Default.

Section 10.03 Mutual Representations.

(a) The Township and the Redeveloper agree that the Project shall be governed by this Redevelopment Agreement.

(b) In the event that any contractual provisions that are required by Applicable Law have been omitted, then the Township and the Redeveloper agree that this Redevelopment Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Redevelopment Agreement. If such incorporation occurs and results in a change in the obligations or benefits one of the Parties, the Township and the Redeveloper agree to act in good faith to mitigate such changes in position.

Section 10.04 Redeveloper Covenants. In addition to, but not limited by, any and all other covenants and agreements of the Redeveloper contained in this Redevelopment Agreement, the Redeveloper hereby covenants and agrees to the following for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby (collectively, "Redeveloper Covenants"):

(a) The Redeveloper shall use diligent efforts to obtain all Government Approvals necessary for the construction and development of the Project Improvements in accordance with Project Schedule. The Redeveloper shall construct, improve, operate and maintain the Project Improvements in compliance with all Governmental Approvals, and Applicable Law including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper. The Redeveloper shall provide evidence reasonably satisfactory to the Township that the Project Improvements are in compliance with all applicable State and Federal environmental statutes and regulations.

(b) The Redeveloper shall (i) obtain financing of the Project, and (ii) shall begin and Complete construction of each item in the Project Schedule and **Article XIV** hereof, on or prior to the applicable date set forth therein (and for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period). All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care required by the Redevelopment Plan.

(c) The Redeveloper shall construct the Project Improvements in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, the Governmental Approvals and all other Applicable Law, except as modified or permitted under the terms of this Agreement. The Redeveloper acknowledges that the Township has relied on the proposed Project Schedule in entering into its obligations under this Redevelopment Agreement.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the acquisition, construction, leasing, sale, financing and other matters relating to the Project Improvements, provided however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) The Redeveloper shall complete the Project Improvements or cause same to be completed, on or prior to the date set forth in the Project Schedule as same may be amended hereof at its sole cost and expense.

(f) Upon completion of the development and construction of the Project Improvements, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project Improvements for the purposes contemplated hereby.

(g) The Redeveloper shall not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project Improvements.

(h) After Commencement of Construction, the Redeveloper shall not use the Project Site, Project Improvements or any part thereof for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan, this Redevelopment Agreement and the approved Site Plan.

(i) After Commencement of Construction, the Redeveloper shall not use the Project Site, Project Improvements or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

(j) The Redeveloper shall promptly pay and discharge all taxes, assessments and other levies imposed upon it, the Project Site and/or the Project Improvements, or any other of its property located within the Township, before the same shall become in default.

(k) In consideration for the rights, benefits and protections afforded the Redeveloper pursuant to this Agreement, the Redeveloper hereby expressly, knowingly, voluntarily and irrevocably waives and relinquishes, to the fullest extent permitted by law, any and all statutory, contractual, common law or other claim, right or claim of right, action, or cause of action it may otherwise have, at law, in equity, or otherwise, to challenge, assert, pursue, institute, enforce, bring suit or any other legal action, or cause of action, dispute, contest, object, appeal or otherwise use as a defense, in any and all legal, administrative, judicial or other proceedings, suits, actions or cause of action, at law, in equity, or otherwise, in any court, tribunal or administrative hearing, or

otherwise, or before any Governmental Entity, or arbitration board or panel, or otherwise, with respect to the following: (i) the determination, decision, finding, conclusion or action, official or otherwise, by the Township that the Project Site is an area in need of redevelopment pursuant to, and in accordance with, the Redevelopment Law, and (ii) that the Project Site is properly, appropriately, and for all purposes, legally, included within the Redevelopment Area.

Section 10.05 Township's Representation and Warranty.

Township represents and warrants to Redeveloper as follows:

(a) Incorporation; Good Standing. Township (a) is a public body corporate and politic of the State of New Jersey, is duly organized, validly existing and in good standing under the laws of the State of New Jersey; and (b) has all requisite corporate power to execute, deliver and perform its obligations under this Redevelopment Agreement.

(b) Authorization. The execution, delivery and performance of this Redevelopment Agreement and the transactions contemplated hereby: (1) have been duly authorized by all necessary corporate proceedings by Township; (2) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which Township is subject or any judgment, order, writ, injunction, license or permit applicable to Township or its properties; and (3) do not conflict with any provision of its charter documents, bylaws, or any material agreement or other material instrument binding upon Township. Township is not in violation of any provision of its charter documents, bylaws, or any agreement or instrument to which it is subject or by which it or any of its properties are bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could reasonably be expected to materially adversely affect the ability of Township to perform its obligations under this Redevelopment Agreement.

(c) Enforceability. The execution and delivery of this Redevelopment Agreement will result in valid and legally binding obligations of Township enforceable against it in accordance with the respective terms and provisions hereof, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought.

(d) Litigation. There are no pending, or to the knowledge of Township, threatened actions or proceedings by or before any court or administrative agency or arbitrator against or affecting Township that involve Township's execution or performance of this Redevelopment Agreement or the transactions contemplated hereby that, if adversely determined, are reasonably likely, either individually or in the aggregate, to materially adversely affect the ability of Township to perform its obligations under this Agreement.

(e) Redevelopment Designation. Township has designated the Property as an area in need of redevelopment pursuant to the Redevelopment Law and the Property remains subject to the Redevelopment Plan, and the Property shall remain so designated, as such Redevelopment Plan

may be modified or amended upon approval by Township and Redeveloper. Township has named Redeveloper the redeveloper for the Project in accordance with applicable law.

Section 10.06 [INTENTIONALLY OMITTED]

**ARTICLE XI
INDEMNIFICATION AND INSURANCE**

Section 11.01 Redeveloper Indemnification.

(a) The 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 attorneys' fees and court costs) of every kind, character and nature resulting, wholly from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Project Site and/or the Project Improvements, including but not limited to, (i) 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 Project Site and/or Project Improvements and which results, wholly or partially, from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from gross negligence or willful misconduct of the Township, its employees, representatives or agents, or (ii) any lawsuit or other proceeding commenced by any person or entity, because of action(s) or omissions taken by the Redeveloper, its contractors, employees, agents, representatives and elected or appointed officials in connection with the Project Site and/or Project Improvements or this Redevelopment Agreement.

(b) The Redeveloper shall defend, indemnify and hold harmless the Township Indemnified Parties and its officers, agents, employees, contractors, and consultants from any Claims, investigations, liability, loss, injury, damage, Remediation Costs, lawsuits, civil proceedings, fines, penalties, and expenses including reasonable attorney's fees and disbursements which result, wholly from (i) the performance or any failure or delay of performance by the Redeveloper of its obligations under the Redevelopment Agreement; (ii) any bodily injury or property damage that may occur in the Project Site during the term of the Redevelopment Agreement, provided however, that such indemnity 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

(c) In any situation in which a Township Indemnified Party is entitled to receive and desires indemnification by the Redeveloper, the Township Indemnified Party shall give prompt notice of such situation 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 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 Indemnified Party, the payment of all expenses. 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, which authorization shall not be unreasonably withheld 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 no admission of liability by the Township Indemnified Party is required. In the event the Township 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'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.

(d) The Redeveloper's indemnity provided under this **Section 11.01** shall survive the termination of this Redevelopment Agreement and shall run with the land.

Section 11.02 Insurance Required.

(a) Prior to the Commencement of Construction of the Project Improvements, the Redeveloper shall furnish or shall cause to be furnished, to the Township, duplicate originals of commercial general liability insurance naming the Township as an additional insured, to protect the Township 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~~ . 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, shall be endorsed to add the Township as an additional insured, and to provide that such coverage shall be primary and that any insurance maintained by the Township shall be excess insurance only.

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(b) Builder's Risk Insurance for the benefit of the Redeveloper (subject to the interests of any Holder), 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 Improvements, 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.

(c) The Redeveloper shall also furnish or cause to be furnished to the Township evidence satisfactory to the Township that the Redeveloper, for itself and any general contractor with whom it has contracted for the construction of the Project Improvements carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement

with customary limits. Upon request, the Redeveloper shall provide evidence of lower tier contractors maintain workers comp, as required by law.

(d) All insurance policies required by this section 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.

(e) All insurance policies required by this Section shall be non-assessable and (i) the policies shall be primary and noncontributing with any insurance that may be carried by the Township, and (ii) 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.

(f) The Redeveloper's obligation to maintain insurance pursuant to, and in accordance with, this **Section 11.02** shall terminate upon issuance of a Certificate of Completion with respect to the Project Improvements.

ARTICLE XII TRANSFERS

Section 12.01 Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Project Site and not for speculation in redevelopment.

Section 12.02 Prohibition Against Transfers.

(a) The Redeveloper recognizes that, in view of (i) the importance the redevelopment to the general welfare of the community; (ii) the public assistance to be made available by law and by the Township on the conditions stated herein, for the purpose of making such redevelopment possible; and (iii) the fact that a change in ownership or control of the Redeveloper, or any other act or transaction involving or resulting in a change in ownership or control of the Redeveloper to the degree thereof, is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Township, no voluntary or involuntary successor in interest of the Redeveloper shall acquire any interest in or rights or powers under this Redevelopment Agreement without the Township's written consent, which shall not unreasonably be withheld, or as expressly set forth herein.

Section 12.03 Retention of Title to Property; Redeveloper to Maintain its Existence. Except where expressly permitted hereunder or upon the Township's written consent, which written consent shall not unreasonably be withheld, during the term of this Redevelopment Agreement, the Redeveloper shall not, prior to the issuance of the final Certificate of Completion for the Project Improvements: (a) effect or permit any change, directly or indirectly, in the ownership or control of the Project Site, Project Improvements, or any portion thereof, (b) assign or attempt to assign or convey any interest in this Redevelopment Agreement or any rights herein,

or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of its interest in the Project Site or Project Improvements (individually and collectively, a "Transfer").

Section 12.04 Permitted Transfers.

(a) The Redeveloper, without violating the provisions of **Section 12.02** or **Section 12.03** hereof, may affect the following as Permitted Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township:

(i) security for, and only for, the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project Improvements and any other purpose authorized by this Redevelopment Agreement;

(ii) a mortgage or mortgages and other liens and encumbrances (including mechanic's liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project Improvements;

(iii) utility and other development easements;

(iv) environmental covenants and restrictions imposed by a regulatory Township as a condition of any permit or approval;

(v) any lease, option agreement or contract of sale for all or any portion of the Project Improvements provided that the conveyance contemplated thereby occurs following the issuance of a Certificate of Completion as to the Project Improvements or any phase thereof;

(vi) transfer of any interest in the Project Site or the Improvements to any partner/member of the Redeveloper or to an Affiliate of the Redeveloper, subject to disclosure by written notification to the Township of the same;

(vii) a lease of the Project Site to one or more qualified lessees, who prior to the Completion of the Project Improvements, shall at all times be acting on behalf of, and as agent for, the Redeveloper in accordance with the terms hereof, provided however, that nothing contained herein shall waive, relinquish, release or otherwise relieve the Redeveloper of its obligation to Complete the Project Improvements in accordance with the terms of the Redevelopment Agreement, and provided further that any violation, breach or contravention of this Redevelopment Agreement caused by or on behalf of, or attributable to, a qualified lessee, or any of its agents, servants, employees, officials, contractors or subcontractors, that would cause or result in an Event of Default hereunder shall be deemed a Redeveloper Event of Default; and

(viii) any contract or agreement with respect to any of the foregoing exceptions.

Section 12.05 Notice of Permitted Transfers. With respect to any Permitted Transfers, the Redeveloper shall provide to the Township written notice at least thirty (30) days prior to such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. No such Permitted Transfer shall become effective until the Township has

reviewed the supporting documentation provided by the Redeveloper and approved such supporting documentation. Notwithstanding anything to the contrary above, in the event that the Township shall fail, within thirty (30) days of receipt of the written notice from the Redeveloper with respect to any Permitted Transfer, to notify the Redeveloper of its disapproval of the supporting documentation relating to a Permitted Transfer, the Permitted Transfer shall be deemed approved. Upon the approval or deemed approval of a Permitted Transfer, the Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement as to the Project Improvements (if the Redeveloper's right, title and interest in the Project Improvements is being transferred) or any portion thereof (if the Redeveloper's right, title and interest in a portion of the Project Improvements is being transferred). The Redeveloper shall exercise its best efforts with respect to the provisions of any documentation relating to the Permitted Transfer as the Township may reasonably request.

Section 12.06 Transfers Void. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement shall be an Event of Default of the Redeveloper and shall be null and void *ab initio*. Such Event of Default shall entitle the Township to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by the Township, which shall not be unreasonably withheld, no such sale, transfer, conveyance or assignment of the Project, or Project Site, or any part thereof, or approval thereof by the Township, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. In the event of any attempted transfer in violation of the restrictions in this Article, the Township shall be entitled to the ex parte issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Upon the recording of this Agreement, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens. Upon recording of the final Certificate of Completion, the provisions set forth in this Article shall be deemed terminated.

Section 12.07 Permitted Mortgages. Notwithstanding the foregoing, the Redeveloper may grant a security interests in accordance with the terms of this Redevelopment Agreement.

Section 12.08 Termination of Restrictions. Without limiting any provisions of the Redeveloper's Representations and Warranties, the provisions of this Article shall terminate and be of no further force and effect after the issuance of a Certificate of Completion for the Project.

ARTICLE XIII **EVENTS OF DEFAULT AND REMEDIES**

Section 13.01 Events of Default. Any one or more of the following shall constitute an Event of Default (after any applicable notice and opportunity to cure) hereunder (with none of the following to be construed as a limitation on any other):

(a) Failure of the Redeveloper or the Township to observe and perform any material covenant, condition or agreement under this Redevelopment Agreement, and continuance of such

failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied, provided however, if the failure is one which cannot be remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstated and in effect for any period of ninety (90) consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall be in default of or violate its obligations with any material respect to the acquisition, design, development and/or construction of the Project in accordance with this Redevelopment Agreement (including, but not limited to, the Project Schedule), the Site Plan or the construction plans, or shall abandon or substantially suspend construction work (unless such suspension arises out of a Tolling Event or Uncontrollable Circumstance), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the Township to do so, provided however, that if the default or violation is one which cannot be completely remedied within the ninety (90) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable but in no event later than one hundred eighty (180) days after such written notice.

(d) The filing of a complaint in Foreclosure against the Redeveloper or the issuance of a deed in lieu of Foreclosure for any financing in connection with the Project.

(e) The Redeveloper or its successor in interest (except for third parties to which a portion of the Project Improvements has been conveyed in the ordinary course of business) shall fail 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 materialmen's, mechanics' or 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 ninety (90) days after written demand by the Township to do so.

(f) There is, in violation of this Redevelopment Agreement, any Transfer.

Section 13.02 Uncontrollable Circumstance. Performance by either Party hereunder shall not be deemed to be in default where delays or failure to perform are the result of a Tolling Event or Uncontrollable Circumstance that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the Parties to this Agreement, provided however, that such act, event or condition shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. It is agreed that the terms, obligations and responsibilities set forth in this Agreement and the schedules and deadlines set forth throughout this Agreement shall be suspended or modified for the period of time that the Uncontrollable Circumstance or Tolling Event remains in effect, and the relevant terms of this Agreement and any schedules and deadlines shall be modified/extended for the period of delay caused thereby. The Party who seeks the benefit of the above described modification/extension shall, within Thirty (30) Days after that Party's actual discovery of any such Uncontrollable Circumstance or Tolling Event, notify the other Party in writing of the Uncontrollable Circumstance or the Tolling Event, and of the cause(s) thereof, and the need for a modification/extension of the term and an extension for the period of the enforced delay.

Section 13.03 Remedies Upon Events of Default by the Redeveloper.

(a) If an Event of Default by the Redeveloper occurs, then the Township may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Redevelopment Agreement, including the seeking of damages (including reasonable attorneys' fees and costs). Further, but subject to any cure provisions afforded the Redeveloper hereunder, the Township shall have the right, in its sole and absolute discretion, upon ninety (90) days' notice to the Redeveloper and any Holder, to terminate this Redevelopment Agreement and the Redeveloper's designation as the redeveloper of the Project Improvements.

(b) In the event that this Redevelopment Agreement is terminated by the Township pursuant to this **Section 13.03**, the Township shall terminate the Redeveloper's designation as the redeveloper of the Project Site.

(c) Subject to the rights of a Holder, in the event that the Township terminates the Redeveloper's designation as the redeveloper of the Project Site, the Township shall, pursuant to its responsibilities under State law, use reasonable efforts to designate a replacement redeveloper for the Project Site (subject to such permitted mortgage liens as may exist against the Project Improvements and the rights of a Holder as set forth in **Article XIV** hereof). Such replacement developer shall be designated as soon and in such manner as the Township shall find feasible and consistent with the objectives of State law and of the Redevelopment Plan, to a qualified and responsible party or parties as determined by the Township, who will assume the obligation of completing the Project Improvements or such other improvements in its stead as shall be satisfactory to the Township and in accordance with the uses specified in this Redevelopment

Agreement and the Redevelopment Plan. The Redeveloper shall deliver to such replacement developer assignments of all other rights and agreements pertaining to the Project Improvements. Any proceeds resulting from the designation of the replacement developer under this Section shall be applied:

First, to all reasonable costs and expenses incurred by the Township, including but not limited to legal fees and related expenses incurred by the Township in connection with the Project Improvements; all taxes, payments in lieu of taxes, assessments, and water and sewer charges owed by the Redeveloper as of such date, if any, with respect to the Project Improvements or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Project Improvements at the time of the Township's reacquisition of the Project Improvements, or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project Improvements, or any part thereof, on the uncompleted portion or any part thereof; and any amounts otherwise owed to the Township by the Redeveloper and its successors or transferees in accordance with the terms of this Redevelopment Agreement; and

Second, the remainder to the Redeveloper, its successor or transferee.

Section 13.04 Remedies Upon Events of Default by the Township. In the event that an Event of Default by the Township occurs, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Redevelopment Agreement, including the seeking of damages (including reasonable counsel fees and costs). Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Township, to terminate this Redevelopment Agreement.

Section 13.05 Specific Performance. Unless otherwise provided for in this Agreement, if an Event of Default occurs, or a Party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) Party shall have the right and remedy, without posting bond or other security, to have the provisions of this Redevelopment Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the Township or the Redeveloper and that money damages may not provide an adequate remedy thereto.

Section 13.06 Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 13.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder

or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. In no event, however, shall a Party be entitled to recover more than its actual damages.

Section 13.08 Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting Party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

Section 13.09 Intentionally Omitted

Section 13.10 Mitigation. The parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder.

Section 13.11 Documents to be Delivered Upon Termination. In the event this Redevelopment Agreement is terminated for any reason, except as a result of the default of the Township, the Redeveloper shall deliver to the Township, within ten (10) days after such termination, copies of all reports, studies, data, plans, surveys, title reports, maps and specifications prepared by the Redeveloper and third parties with respect to the Project Site and the Project Improvements and all documents, reports, permits and approvals obtained by the Redeveloper relating to the Project Site and the Project Improvements.

Section 13.12 Agreement Not to Develop Upon Termination. Subject to the rights of any Holders, in the event this Redevelopment Agreement is terminated as a result of a Redeveloper Event of Default, then, in order to give the Township the opportunity to select a replacement Redeveloper and address any additional issues resulting from such termination, the Redeveloper agrees that, for a period of one (1) year following such termination, in the event that the Redeveloper still owns or controls the Project Site (or any part thereof), it shall take no further steps to construct the Project Improvements or to develop the Project Site, except as may be agreed to by the Township, in its sole discretion, notwithstanding the fact that the Redeveloper may be in possession of Governmental Approvals required.

**ARTICLE XIV
[RESERVED]**

**ARTICLE XV
[RESERVED]**

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01 Notices. Formal notices, demands and communications between the Township and the Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

Administrative Agent/the Township:

Wendy Gibson, MPA, CPM
Westampton Township Administrator
710 Rancocas Road
Westampton, NJ 08060

With a Copy to:

Robert N. Wright, Jr., Esquire
Malamut & Associates
457 Haddonfield Road, Suite 500
Cherry Hill, NJ 08002

The Redeveloper:

With a copy to:

With a Copy to:

David A. Weinstein, Esquire
Archer & Greiner, P.C.
One Centennial Square
Haddonfield, New Jersey 08033

Section 16.02 Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to this Redevelopment Agreement which is prohibited by law.

Section 16.03 No Consideration For Redevelopment Agreement. The 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. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement. **Non-Liability of Officials and Employees of the Township.** No member, official, employee agent or consultant of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

Section 16.05 Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on

any obligation under the terms of this Redevelopment Agreement unless such liability is separately assumed under a separate document.

Section 16.06 No Brokerage Commissions. The Township and the Redeveloper each represent one 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 the Redeveloper, and the Township and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying Party.

Section 16.07 Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Project Site from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

Section 16.08 Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

Section 16.09 Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 16.10 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, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 16.11 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 signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 16.12 Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts and when each Party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

Section 16.13 Prior Agreements Superseded. This Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

Section 16.14 Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of

the Township and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Township and the Redeveloper.

Section 16.15 Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

Section 16.16 Governing Law and Jurisdiction. This Redevelopment Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey without regard to conflict of laws principles thereunder and no defense given or allowed by the laws of any other state shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of New Jersey. The Parties agree that any action instituted regarding this Agreement shall be filed in New Jersey Superior Court, Burlington County, New Jersey. The Parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available to it at its address specified in this Agreement. The Parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties hereto waive any objection to venue in such State Court and any objection to an action or proceeding in such State Court on the basis of forum non conveniens. The Redeveloper hereby waives any right to seek removal of any action or proceeding.

Section 16.17 Entire, Final and Binding Agreement. Each of the Parties acknowledge and agree that this Agreement is the final and binding Agreement between them concerning the subject hereof. This writing contains the entire Agreement of the Parties and, in entering into this Agreement, each of the Parties acknowledge that they have not relied on any promise, agreement, representation or statement, whether oral or written, that is not expressly set forth in this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

ATTEST:

REDEVELOPER

By: _____

ATTEST:

TOWNSHIP OF WESTAMPTON

Township Clerk

By: _____

[SEAL]

TOWNSHIP OF WESTAMPTON

**AN ORDINANCE SUPPLEMENTING CHAPTER 250, "ZONING", OF THE
TOWNSHIP CODE OF THE TOWNSHIP OF WESTAMPTON TO ADD
AGRIHOOD MIXED USE ZONE**

ORDINANCE NO. 4-2021

Section 1

Add Section 250-21.1 AMU-Agrihood Mixed Use Zone to read as follows:

250-21.1 AMU-Agrihood Mixed Use Zone

The purpose of the AMU-Agrihood Mixed Use Zone ("AMU Zone") is to create a balanced development of residential, non-residential and public uses in convenient and complementary relation to each other in order to encourage imaginative, efficient and orderly growth, in a pedestrian-friendly and pedestrian-scaled, walkable, mixed-use environment, provide housing and employment opportunities for a range of residents and incomes, establish a streetscape and minimize the number of curb cuts along Burlington-Mount Holly Road, and continue to preserve the Township's rural character by supporting agricultural activities, farmland preservation, adaptive reuse of historic barns, open spaces, and recreation spaces.

The AMU Zone shall encompass Block 906.07, Lot 5 and provide 1,144 primarily multi-family apartment/condo units for rent or sale, with a twenty percent (20%) set aside for 228 units to be available to low- and moderate-income households, in a mixed-use community centered around an existing historic farmstead along County Route 541 (Burlington-Mount Holly Road) which will serve as the central focus of the Agrihood community and create a unique destination for the entire Township and the region.

In addition to multi-family apartment/condo units, residential development may include mixed-use buildings, single-family detached dwellings, two-family dwellings, townhouses, carriage units, accessory dwelling units, live/work units, group living homes, and senior residential consisting of independent living, assisted living and continuing care retirement community, and may consist of a combination of age-restricted and non-age-restricted units.

Of the 228 affordable units, no more than 148 of the affordable units may be, but shall not be required to be, senior age-restricted units in accordance with applicable COAH and UHAC regulations. At least 80 of the affordable units must be non-age-restricted family affordable units.

The AMU Zone shall consist of two (2) areas within it: (1) a Farmstead Residential Neighborhood Area comprising approximately 66.4 acres including the 10-acre Core Farm; and (2) a Residential/Non-Residential Area comprising approximately 22 acres,

which is located on the northern end of the AMU Zone generally as shown on the attached exhibit entitled, "Agrihood Mixed Use Zone (AMU Zone)."

Development of the AMU Zone will create a unique destination by supporting the continuation of agriculture and agricultural-related uses and activities, including preservation, reuse, and retention of the existing farmhouse and historic barns as the focus for the Agrihood. The AMU Zone will create a unique quality of life for residents with diverse opportunities and experiences centered around an agrarian lifestyle, community engagement, healthy living, connection to the outdoors and sense of well-being.

The approximate 66.4-acre Farmstead Residential Neighborhood Area shall consist of residential uses in addition to mixed-use buildings containing non-residential uses on the first floor with at least two (2) stories of upper floor residential uses, and the continuation of existing agricultural uses. The Farmstead Residential Neighborhood Area will be situated to surround and focus on the 10-acre Core Farm which will preserve agriculture and agriculture-related uses and support adaptive reuse and alterations of existing buildings and uses, the addition of new complementary stand-alone non-residential uses and structures, and creation of a Great Lawn multi-functional gathering space. Residential uses and mixed-use buildings shall be permitted to be located within the Core Farm; however, mixed-use buildings in the Core Farm shall not be required to have a minimum two (2) stories of residential uses over non-residential uses on the first floor.

The approximate 22-acre Residential/Non-Residential Area shall be located on the northern end of the AMU Zone and may consist of residential uses in addition to mixed-use buildings containing non-residential uses on the first floor with upper floor residential uses, stand-alone non-residential uses, and the continuation of existing agricultural uses. Large business uses including flex space, office/service centers, light industry, warehousing, distribution centers, computer and data processing centers and facilities, and laboratories dedicated to research, design, and experimentation may comprise of one or multiple buildings, provided that the total floor area shall not exceed a maximum of 250,000 square feet for all such uses and shall only be located within the Residential/Non-Residential Area within the AMU Zone.

Higher story buildings in the AMU Zone are permitted to be entirely residential, mixed-use, or residential located adjacent to or over parking structures in order to provide higher-density residential development to satisfy a portion of the Township's fair share housing obligation.

There is no minimum or maximum acreage for individual uses or buildings, there is no maximum density for individual phases, developments or lots, and there may be more than one principal building or use per lot. Cross easements for utilities and stormwater management including common facilities shared among uses, and access, ingress and egress utilizing shared, common driveways are permitted to facilitate mixed use development which may be on the same or separate lots within the AMU Zone. Any large business use within the Residential/Non-Residential Area with intensive trip generation from trucks, such as warehousing and distribution centers, shall provide a circulation route

for trucks that minimizes impacts to existing residential uses adjacent to the AMU Zone and proposed residential development in the AMU Zone.

The following regulations shall apply in the AMU Zone:

- A. **Definitions.** The following terms not defined in Chapter 250, Zoning, Article II, Word Usage and Definitions, shall apply to the AMU Zone:

AGRIHOOD

An organized community that integrates agriculture into a residential neighborhood. The purpose of an Agrihood is to preserve and incorporate agricultural elements in the community, facilitate local food production, and integrate agriculture with civic, social, economic and recreational activities in the community.

ACCESSORY DWELLING UNIT

A dwelling unit either attached to a single-family principle dwelling or located on the same lot and having an independent means of access.

APARTMENT

A building or portion thereof, designed for occupancy by three or more families living independently of each other. For the purposes of this Ordinance, an apartment is defined as a renter occupied unit as opposed to a Condo which is an owner-occupied unit.

BUILDING HEIGHT

The vertical distance from the average elevation of the finished grade along the exterior of the building to the highest point of a flat roof, to the deck line of a mansard roof, and to the average distance between the ridge and eaves for a gable, hip or gambrel roof.

CARRIAGE UNIT

A dwelling unit with living space on one or more floors immediately above a private garage or garages. The footprint of the garage or garages is used as the footprint for the remaining floor or floors of the units above and the garage level contains no habitable space. A carriage unit may also be defined as living quarters above a two-story structure used to shelter horses and protect carriages.

CORE FARM

The heart of the AMU Zone, approximately 10 acres in area, in which agricultural uses such as farmland, gardens, orchards, vineyards and vegetation, the existing farmhouse, the historic barns and other accessory structures which may be adaptively reused, altered and expanded for permitted principal uses such as a farm bakery/market/shop, conference/event center, lodging, microbrewery, distillery, beer garden, bar, wine tasting establishment, and spa/health club. May include new stand-alone structures such as stables and greenhouses, and new stand-alone buildings for permitted principal uses such as a farm-to-table restaurant. A Great Lawn multi-

functioning gathering space may include other functions such as agricultural educational events, weddings, community gardens, community shared agriculture, farm-to-table dining, pick-your-own, indoor/outdoor farm markets and petting zoo. Residential uses and mixed-use buildings shall be permitted in the Core Farm.

COAH

The New Jersey State Council on Affordable Housing.

CONDO

A form of property ownership providing for individual ownership of space in a structure together with an individual interest in the land or other parts of the structure in common with other owners.

FARMSTEAD RESIDENTIAL NEIGHBORHOOD

A neighborhood or area comprising of the majority of the AMU Zone, approximately 66.4 acres in area including the Core Farm, including residential uses, mixed-use buildings containing non-residential uses on the first floor with upper floor residential uses, and the continuation of existing agricultural uses.

FHA

The New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq.

GREAT LAWN MULTI-FUNCTIONAL GATHERING SPACE

An open space in the Core Farm that can be used for agricultural-related events and other public, semi-public and private functions for residents of the Agrihood and non-residents.

LARGE BUSINESS USE

Large business uses include flex space, office/service centers, light industry, warehousing, distribution centers, computer and data processing centers and facilities, and laboratories dedicated to research, design, and experimentation, the total floor area shall not exceed a maximum of 250,000 square feet for all such uses.

LIVE/WORK UNITS

Areas within buildings that are jointly used for agricultural, commercial and residential purposes.

MARKET STALLS

A market stall or a booth is a typically immobile, temporary structure erected by farmers, merchants or artisans to display and shelter their produce or merchandise in a farmer's market, street fair or other setting. Stalls may be easily erected, taken down or simply moved on wheels.

OPEN SPACE

As defined in the Municipal Land Use Law including all green areas (including any environmentally constrained areas) and recreation areas (including impervious

improvements thereon) and conservation areas based on the gross tract area prior to any dedications.

RESIDENTIAL/NON-RESIDENTIAL AREA

A neighborhood or area located on the northern end of the AMU Zone, approximately 22 acres in area, including residential uses, mixed-use buildings containing non-residential uses on the first floor with upper floor residential uses, non-residential uses including large business uses, and the continuation of existing agricultural uses.

SIGN, DEVELOPMENT IDENTIFICATION

A one-sided or two-sided sign located at an entrance from a public or private street to a development within the AMU Zone, the purpose of which is to provide the name and other identifying information about said development.

TWO-FAMILY DWELLINGS

A single structure containing two dwelling units, each of which has direct access to the outside.

UHAC

The Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq.

WINDMILL

A windmill is a structure that converts wind power into rotational energy by means of vanes called sails or blades, specifically to mill grain (gristmills). The scale of a windmill in the Agrihood should reflect the agricultural character and purpose of the accessory use and shall not appear or be used for commercial purposes.

B. Permitted Principal Uses.

- (1) Residential uses shall be permitted anywhere in the AMU Zone.
 - a) Multi-family apartments/condos in free-standing buildings.
 - b) Mixed use buildings comprising of upper floor residential uses over non-residential uses, including located adjacent to or over parking structures
 - c) Live/work units.
 - d) Independent living, assisted living and continuing care retirement community.
 - e) Group living homes.
 - f) Townhouses.
 - g) Single-family detached dwellings, two-family dwellings, carriage units and accessory dwelling units, in accordance with Paragraph F(3).

- (2) Large business uses shall be permitted only in the Residential/Non-Residential Area, the total floor area shall not exceed a maximum of 250,000 square feet for all such uses.
- a) Flex space and office/service centers.
 - b) Light industry, warehousing and distribution centers.
 - c) Computer and data processing centers and facilities.
 - d) Laboratories dedicated to research, design, and experimentation.
- (3) Non-residential uses shall be permitted in the Residential/Non-Residential Area, Core Farm and located on the first floor of mixed-use buildings in the Farmstead Residential Neighborhood.
- a) Retail sales establishments, including general stores, indoor or outdoor farm markets, meat markets, seafood markets, specialty food stores and delicatessens, grocery stores / supermarkets, convenience stores, music lessons/store, art galleries and frame shops, artisan/craftsman store, antique stores, jewelry stores, drug stores, home furnishing stores, sporting goods stores, gift shops, hobby shops, toy stores, book, magazine, and stationary stores, record and tape stores, video stores, camera stores, pet shops, art and craft supply stores, clothing stores, consignment shops, shoe stores, hardware stores, package liquor stores, office supply stores, fabric stores, paint and wall covering stores, electronic equipment stores, appliance equipment stores and florists.
 - b) Retail service establishments, including spa, massage therapy, barber and beauty shops, tailoring and dressmaking shops, dry-cleaning and laundering operations, travel agencies and automobile rental services, appliance repair shops, shoe repair shops, optical services and optical clinics, printing and copying shops, mail service, art, yoga, martial arts, gymnastics, and dance studios, photography studios, and upholsterers.
 - c) Restaurants, eating, and drinking establishments, including bars, craft distilleries, microbreweries, beer gardens, beer and wine tasting establishments, cafes, coffee shops, juice bar, ice cream parlor, bakery, and confectionaries.
 - d) Offices including but not limited to work-share environments for business, executive, professional and administrative purposes.
 - e) Live/work space may contain offices, retail sales and service establishments, and studios for artists, designers, photographers, musicians, sculptors, gymnasts, potters, antique dealers, and designers of ornamental and precious jewelry.

- f) General and medical / health-care-related uses such as medical offices, dental clinics, rehabilitation facilities, laboratories, chiropractic, acupuncture, reiki, integrative and environmental medicine.
 - g) Banks and financial institutions, including walk-up ATMs.
 - h) Pharmacies.
 - i) Outpatient care facilities and activities such as mental or physical therapy rehabilitation including animal therapy.
 - j) Child-care centers.
 - k) Hotels, motels, inns, other lodging establishments, and bed and breakfasts.
 - l) Conference, hospitality and event centers including meeting space, which will permit both business and social gatherings such as corporate retreats, weddings, anniversaries, birthday parties, and educational events.
 - m) Indoor entertainment and recreation such as movie theaters, children's recreation facilities, skating, racquet clubs, gym, fitness, or health clubs, miniature golf and golf learning centers, rock climbing, arcades, escape rooms, fitness related uses and other social or business-related activities.
 - n) Public, civic, cultural, institutional and religious uses such as libraries, museums, theaters, art galleries, police and fire substations, municipal and civic uses.
 - o) Outdoor open markets and activities such as food trucks, floral stalls, market stalls, wine and beer tasting and festivals, craft and art events, holiday events such as Easter egg hunts, ice skating, live performances, outdoor movies, outdoor markets and selling fresh food and plants based on state laws and regulations.
 - p) Agricultural-related activities such as agricultural educational events, community gardens, community shared agriculture, farm-to-table dining, pick-your-own, orchards, vineyards, indoor/outdoor farm markets, and petting zoos.
 - q) Plazas, Parks, Open Spaces, Great Lawn. Multi-functional outdoor uses including but not limited to music, movies, performances, ice skating, water fountains, festivals, and food trucks for private or public gatherings.
- (4) Agricultural uses including but not limited to agricultural uses protected by the Township's Right to Farm ordinance shall be permitted anywhere in the AMU Zone. As the tract is developed, agricultural uses shall be limited to remaining on undeveloped portions of the tract and the Core Farm. Once the tract is fully developed, agricultural uses shall be limited to the Core Farm.

C. Permitted Accessory Uses, Buildings and Structures.

- (1) Kiosks, event tents, and market stalls.
- (2) Supportive agricultural elements including but not limited to barns, silos, grain storage, mills, and livestock facilities such as stables and chicken coops. Nonhousehold animals shall be permitted in undeveloped portions of the tract and in the Core Farm in accordance with the Right to Farm Act. Residentially developed areas of the site will abide by Chapter 88 Article IV Household and Nonhousehold Animals.
- (3) Wine cellars, barrel rooms, and distilleries.
- (4) Recreational facilities, pools, playgrounds, open space and trails.
- (5) Alternative energy systems such as solar or wind as a secondary principal use in addition to an existing housing, retail, industrial, warehouse, or agricultural use.
- (6) Off-street parking facilities including parking structures.
- (7) Bus stops.
- (8) Utility and service structures, including, but not limited to, trash /recycling enclosure(s), generator(s), transformers, and maintenance shed(s).
- (9) Pump houses which are used for maintenance and operation of sanitary sewer utilities serving the development.
- (10) Storm water management structures and areas which may be common facilities shared among uses on the same or separate lots with cross easements, and storm water may be utilized to provide irrigation to agricultural uses.
- (11) Business, development identification, traffic, and directional signs.
- (12) Fences, retaining walls and wall enclosures.
- (13) Accessory uses and structures customarily incidental and subordinate to the principal permitted uses, including management and leasing offices.

D. Standards Applicable to Accessory Buildings and Structures.

- (1) Accessory structures and uses shall comply in all respects with the requirements of this ordinance applicable to the principal structures and uses.
- (2) When an accessory structure is attached to the principal structure, it shall

comply in all respects with the requirements of this ordinance applicable to the principal structure.

- (3) No accessory structure shall be constructed or placed on any lot unless the principal structure is first constructed or placed upon said lot, with the exception of agricultural structures, which lie under the Right to Farm Act and parking facilities (surface or structure) which may be constructed prior to the primary use.
- (4) In no event shall the height of an accessory structure exceed the height of the principal building, with the exception of silos, water towers, and windmills.

E. Prohibited Uses.

- (1) Any use not specifically designated as a principal permitted use, an accessory use or a conditional use is specifically prohibited.

F. Density, Area, Yard and Height Requirements.

The following requirements apply to the AMU Zone:

- (1) Lot Area. The AMU development shall be regarded as a cohesive unit that contains the entire acreage of Block 906.07, Lot 5 which is approximately 88.4 acres. There is no minimum or maximum lot area for individual uses or buildings. There is no maximum density for individual phases, developments or lots. There may be more than one principal building or use per lot.
- (2) Concept Plan for AMU Zone. Any application for phased development or subdivision shall include an overall concept plan for the AMU Zone delineating the relationship of the proposed phase or lot to the potential future phases of development for the remainder of the AMU Zone including the provision of areas to accommodate residential development that provides for 228 affordable units. The concept plan shall be prepared as a diagram that identifies development phases, the uses proposed in various phases and the sequence of phasing which is intended to be flexible and may be updated and revised in subsequent phases or subdivisions. The overall concept plan may identify proposed and potential future cross easements for utilities and stormwater management including common facilities shared among uses, and access, ingress and egress utilizing shared, common driveways to facilitate mixed use development which may be located on the same or separate lots within the AMU Zone.
- (3) The number of residential units shall be 1,144 units which may be contained anywhere in the AMU Zone. A maximum of 742 of the residential units may be age-restricted, assisted living, or group home/special needs units. At least 402 of the residential units must be family non-age-restricted units, and all of the residential units may be family non-age-restricted units. A maximum of 5%

of the total residential acreage may be in the form of single-family detached dwellings, two-family dwellings, carriage units and accessory dwelling units.

- (4) Building heights may vary with one-, two- and three-story buildings (maximum height of 45 feet), four-story buildings (maximum height of 55 feet) and five-story buildings and buildings over parking structures (maximum height of 75 feet) throughout the AMU Zone. Mixed-use buildings outside of the Core Farm shall be a minimum of three (3) stories, comprising of at least two (2) stories of residential uses over non-residential uses on the first floor.
- (5) Floor Area Ratio shall not apply to the AMU Zone.
- (6) Minimum setbacks. Minimum setbacks to buildings, except to barns and other buildings in the Core Farm, shall be regulated as follows:
 - (a) The minimum setback from Burlington-Mount Holly Road is 50 feet except as specified below:
 - [1] The minimum setback for four-story buildings from Burlington-Mount Holly Road is 100 feet.
 - [2] The minimum setback for five-story buildings and large business uses from Burlington-Mount Holly Road is 250 feet.
 - (b) The minimum side or rear yard setback from a tract boundary is 25 feet except as specified below:
 - [1] The minimum side or rear yard setback from a tract boundary for residential uses in the AMU Zone from abutting residential uses or zones is 50 feet.
 - [2] The minimum side or rear yard setback from a tract boundary for non-residential uses in the AMU Zone abutting residential uses or zones is 75 feet.
 - (c) The minimum setback from any internal road curblines is 18 feet.
 - (d) The minimum setback from an access driveway or internal driveway curblines is 10 feet.
 - (e) The minimum setback from a parking area curblines is 10 feet.
 - (f) Utility structures, exhaust air vents, backflow preventers, or other similar devices when located above grade, must be located behind the setback and be screened. Utility structures located below grade may be located within the setback.

- (7) Minimum building separation distance requirements. Minimum building separation distances, except for barns and other buildings in the Core Farm, shall be regulated as follows:
- (a) Side wall to side wall: 20 feet.
 - (b) Side wall to front or rear wall: 20 feet.
 - (c) Front wall to front wall: 50 feet.
 - (d) Rear wall to rear wall: 20 feet.
- (8) Permitted projections. Permitted projections from buildings, except from barns and other buildings in the Core Farm, shall be regulated as follows:
- (a) Non-enclosed one-story porches, porticos, stoops and entrance platforms leading to the front entrance shall be permitted to project not more than eight (8) feet into a front yard setback or building separation distance. Such porch, stoop and entrance platform may have an uncovered balcony directly above provided it has the same footprint as, and is attached to, the structure below.
 - (b) Non-enclosed one-story porches, porticoes, stoops, entrance platforms, uncovered decks, basement entrances and balconies shall be permitted to project not more than four (4) feet into a side or rear yard setback or building separation distance.
 - (c) Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.
 - (d) Belt courses, window sills and other similar ornamental features may project not more than nine (9) inches into any yard setback or building separation distance.
 - (e) Window wells may project not more than five (5) feet into any yard setback or building separation distance.
 - (f) In no case shall a permitted projection attached: to any structure be less than five (5) feet from a front lot line; to any principal structure be less than three (3) feet from a side or rear lot line; and, to any accessory structure be less than one (1) foot from a side or rear lot line.
 - (g) Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without

limitation, provided that the steps do not encroach upon the public right-of-way.

(h) Awnings and canopies may project over a sidewalk and/or in the public right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from the face of curb along the street.

(9) Fence and wall heights.

(a) Maximum fence and wall height: 6 feet.

(b) Berms, screen and/or sound wall heights, where required, shall be sized in order to adequately control noise in accordance to NJDEP regulations.

(10) Sidewalks.

(a) Minimum sidewalk width: 4 feet.

(b) Minimum sidewalk width abutting parking: 6 feet.

G. Plaza, Park, Open Space, Great Lawn

(1) A minimum 16,000 SF multi-functional space ideally in the form of a "Great Lawn" will be located at the center of the Agrihood to serve as both a formal and informal gathering space and to stage a range of outdoor events.

H. Parking Standards.

(1) Parking Standards. The minimum parking requirements for the AMU Zone are as follows:

<u>Use</u>	<u>Parking Ratio</u>
Residential Uses	Per Residential Site Improvement Standards
Age-Restricted Residential Uses	1.25 sp / dwelling unit
Assisted Living Uses	0.40 sp / dwelling unit
Retail	4.0 sp / 1,000 GFA ¹
Restaurant	1.0 sp / 3.0 seats ¹
Medical Office	4.0 sp / 1,000 GFA ²
General Office	3.5 sp / 1,000 GFA
Civic, Cultural, Institutional	1.0 sp / 4.0 seats
Assembly	2.5 sp / 10.0 seats
Childcare Center	1.0 sp / 5.0 children
Hotel	1.0 sp / 1.0 room
Large Business Use	1.0 sp / 5,000 GFA

All Other Uses

1.0 sp / 400 GFA

- (1) Outdoor seating areas do not count toward the required parking ratios
- (2) For projects where medical office use comprises over 25% of office space in the project the parking requirements shall be 6.0 spaces per 1,000 GFA
- (2) The above parking provisions shall not apply to barns and other buildings and uses in the Core Farm, the Great Lawn, and all accessory uses. The amount, distribution, and type of parking for non-resident usage of the Core Farm shall be provided based on a parking plan provided for review and approval by the Planning Board and may include non-paved parking areas, shared parking strategies, and temporary parking areas for special events.
- (3) Gross Floor Area is the total interior floor area of all floors determined by measuring the inside dimension of the outside walls of the structure.
- (4) For public, civic, cultural, institutional and religious uses without seating, the Retail parking requirements shall apply.
- (5) When the calculation for parking spaces results in a fraction of a parking space, fractions of less than one half shall be disregarded and fractions equal to or greater than one half shall be considered to be one parking space.
- (6) Compact Car Parking. Up to 10% of the required parking stalls may be designated for compact cars.
- (7) Electric Vehicle Charging Stations. A minimum of 2% of all parking spaces for non-residential uses shall be provided with infrastructure to accommodate electric vehicle charging stations. These provisions shall not apply to barns and other uses in the Core Farm including the Great Lawn and temporary parking areas for special events.
- (8) Bicycle Parking. Bicycle parking is required at one bicycle parking space for every 50 vehicle parking spaces, up to 200 vehicle parking spaces. Thereafter, one bicycle parking space shall be provided for every 100 vehicle parking spaces. When the calculation results in a fraction of a bicycle space, fractions of less than one half shall be disregarded and fractions equal to or greater than one half shall be considered to be one bicycle space. Provisions for bicycle parking shall be provided for resident and non-resident use of the Core Farm and Great Lawn.
- (9) Any shared parking shall require a Shared Parking Analysis based on the ULI Shared Parking Software or a comparable software model, and shall be prepared by a credible expert, such as an experienced parking or land use consultant, planner, architect or engineer, preferably a PTOE.

- (10) On-Street Parking Spaces. Parking spaces located along the portion of a public or private street(s) abutting the use may be counted toward the minimum number of parking spaces required for any permitted use. On-street parking may be counted for shared parking.
 - (11) Setback Maneuvering. No surface parking or maneuvering space is permitted within any required setback, or between the permitted use and the required setback, except driveways providing access to the parking area may be installed across these areas. These provisions shall not apply to barns and other buildings in the Core Farm.
 - (12) All surface parking shall be screened based on the Design Standards indicated in the Streetscape section of this AMU Zone. These provisions shall not apply to barns and other buildings in the Core Farm.
 - (13) Additional Off-Street Parking Regulations: For all parking standards not covered in this section, refer to Off-Street Parking Regulations in the Westampton Township Zoning Ordinance.
- I. Loading Standards. Loading standards for uses, except for barns and other buildings in the Core Farm, shall be regulated as follows:
- (1) Off-Street Standards. Buildings and structures, excluding parking structures, subject to the provisions of this section, must provide a minimum number of off-street service/delivery parking spaces. These spaces must be designed and constructed so that all parking maneuvers take place within the property line, service alley or secondary street. These parking spaces shall not interfere with the normal movement of vehicles and pedestrians in the public rights-of-way, unless otherwise approved. These parking spaces must be provided in accordance with the following:
 - (a) Less than 25,000 square feet: None Required
 - (b) 25,000 – 50,000 square feet: 1 bay + 1 compactor
 - (c) 50,000 – 100,000 square feet: 2 bays + 1 compactor
 - (d) 100,000 – 150,000 square feet: 2 bays + 2 compactors
 - (2) The minimum dimension of a loading area shall be 12' x 35' with a minimum height clearance of 14 feet.
 - (3) Off-street loading and unloading shall be located that minimizes impacts to existing residential uses adjacent to the AMU Zone and proposed residential development in the AMU Zone, provided in such amount and manner that all loading and unloading operations will be conducted entirely within the

boundaries of the lot concerned, and no vehicle shall use public streets, sidewalks or rights-of-way for loading or unloading operations, other than ingress and egress to the lot.

J. Buffering & Screening Standards.

- (1) Core Farm. In order to preserve the existing agricultural nature of the Core Farm, buffering and screening standards shall not be required in the Core Farm, except that buffering and screening shall be required for dumpsters, recycling containers and solid waste handling areas.
- (2) Large business uses. Large business uses must be screened from abutting property and view from a public street:
 - (a) Front yard buffers shall be planted to a depth of 25 feet from the front lot line.
 - (b) Screen plantings shall be provided to a depth of 25 feet along property lines where a large business use abuts another non-residential use.
 - (c) Screen plantings shall be provided to a depth of 50 feet along property lines where a large business use abuts a residential use.
- (3) Required Screening. The following uses must be screened from abutting property and view from a public street:
 - (a) Off street surface parking areas.
 - (b) Dumpsters, recycling containers (except for recycling containers located at recycling collection centers), or solid waste handling areas.
 - (c) Service entrances or utility structures associated with a building, except in the area where such use abuts other service entrances or utility structures.
 - (d) Loading docks or spaces, except in the area where such use abuts other loading docks or spaces.
 - (e) Outdoor storage of materials, stock and equipment.
 - (f) Any other use for which screening is required under these regulations.
- (4) Off Street Surface Parking Areas.
 - (a) All proposed off street surface parking areas with 20 or more parking spaces shall be screened from all public streets with the following criteria:

- [1] A minimum five (5) foot planting strip shall be located between the back of the public sidewalk and the parking area.
 - [2] Perimeter shade trees shall be planted at an average of no greater than 30 feet on center based on the perimeter length of the parking area.
- (b) All proposed off street surface parking areas with 36 or more parking spaces or at least 12,000 square feet in area shall be subject to the following additional criteria:
- [1] A minimum of one (1) 2 ½" caliper tree shall be provided for every eight (8) parking spaces which include perimeter trees. Existing trees may be used to meet this requirement.
 - [2] Fractions equal to or greater than one half resulting from this calculation shall be considered to be one (1) tree.
 - [3] Each such tree shall be located in a planting island with a minimum width of eight (8) feet and a minimum area of 150 square feet of pervious surface.
 - [4] The following distribution of trees shall apply:
 - [a] Each end space in a row of 12 or more parking spaces shall fully abut a planting island or a perimeter landscaped area along the long dimension of the end space.
 - [b] No more than 20 parking spaces shall be permitted between planting islands, or a planting island and a perimeter landscaped area.
- (5) Landscape Buffer. Any screening or buffer areas used to comply with the provisions of this section or other ordinance provisions for uses other than off-street parking areas and parking structures shall consist of a planted area which is at least 10 feet wide, except for dumpsters, recycling containers and solid waste handling areas in the Core Farm Area which shall be at least three (3) feet wide.
- (a) This area may contain any type of screening materials sufficient to separate visually the land uses, provided such materials meet the requirements of this section.
 - (b) A wall or fence may be used in conjunction with planted material. The composition of the screening material and its placement on the lot will be left up to the discretion of the property owner, so long as the purpose and

requirements of this section are satisfied.

- (6) Installation Requirements. The following contains standards to be used in installing screening:
 - (a) Deciduous trees must be installed with a minimum 2 ½" caliper and evergreen species must have a minimum planting height of six (6) feet. The mature height of deciduous and evergreen species shall be a minimum of 20 feet. Flowering cherry trees, magnolias, and weeping willows are encouraged.
 - (b) Street trees should be trimmed up eight feet (8'-0") at the time of planting.
 - (c) Shrubs used in any screening or landscaping must be evergreen, at least 2 ½ feet (2'-6") high at the time of planting, spaced an average of four (4) feet apart. They must be of a variety and adequately maintained so that an average height of three (3) to four (4) feet could be expected as normal growth within four (4) years of planting. Flowering shrubs are encouraged.
 - (d) Any fence or wall used for screening shall be constructed in a durable fashion. Fences shall be constructed of wood, metal or vinyl, and walls shall be constructed of brick, stone, other masonry material.
 - (e) A chain link fence with plastic, metal or wooden slats does not satisfy the requirements of this section.
 - (f) The maximum height for a wall or fence within a landscape buffer shall be four (4) feet, with the exception of screening for dumpsters which shall have a maximum height of six (6) feet.

K. Agrihood Development / Place-Making Design Standards.

- (1) The placemaking focus of the AMU Zone is a central Core Farm that includes preservation of the existing farmhouse, reuse of the historic barns, retention of existing agricultural uses, the addition of new uses, buildings and structures, and a Great Lawn multi-functional gathering space. The Core Farm will create diverse opportunities and experiences centered around an agrarian lifestyle, community engagement, healthy living, connection to the outdoors and sense of well-being. The Core Farm will be a unique central gathering area where the Great Lawn will be used for staging various types of multi-functional outdoor events.
- (2) The design standards in this section provide the criteria for development within the AMU Zone in order to promote a high quality, pedestrian friendly, mixed use environment.

- (3) Architectural Design Standards for the Core Farm. The design of new buildings and structures within the Core Farm are encouraged to be architecturally compatible and complementary with the barns and other buildings in the Core Farm. The design of new buildings and structures shall be provided in a comprehensive design package, which shall provide street-facing elevations as well as indicate the proposed materials, colors, finishes and/or details for courtesy review by the Planning Board.
- (4) Architectural Design Standards for all other buildings in the AMU Zone.
 - (a) All buildings, except large business uses, shall reinforce pedestrian scale.
 - (b) The base of buildings shall be distinguished from the middle and top of the building with an emphasis on providing design elements that will enhance the pedestrian environment particularly at the street level.
 - (c) Elements such as cornices, belt courses, corbelling, molding, string courses, ornamentation, changes in material or color, and other sculpturing of the base are appropriate and should be provided to add special interest to the base.
 - (d) Special attention must be given to the design of windows at the base of buildings.
 - (e) Building facades, except for indoor entertainment and recreation uses or large business uses, exceeding 120 feet in length shall be designed to avoid a monolithic appearance through the use of different façade materials and building setbacks that act to break the building appearance into smaller increments and sections.
 - (f) Building facades for indoor entertainment and recreation uses or large business uses exceeding 200 feet in length shall be designed to avoid a monolithic appearance through the use of different façade materials and building setbacks that act to break the building appearance into smaller increments and sections.
 - (g) All sides of the building not along a street shall be architecturally compatible with the street-facing facades in regard to style, materials, colors, finishes and details. The use of untreated concrete block as an exterior material finish shall be prohibited.
- (5) Building Orientation.
 - (a) All buildings shall be oriented toward public streets and/or open spaces, except indoor entertainment and recreation uses or large business uses.

- (b) The first floors of all buildings should be designed to encourage and compliment pedestrian-scale activity, except indoor entertainment and recreation uses or large business uses.
- (6) Building Entrances.
- (a) Building entrances should be easily identifiable and non-residential buildings shall feature entrances with large, open and transparent windows with unique and interesting signage.
 - (b) Entrances for residential uses should be separate and distinct from non-residential uses in mixed use buildings, except for live/work units which may have a common entrance.
- (7) Building Storefronts.
- (a) All retail sales or service establishments and restaurants shall have the opportunity to design and install their own storefronts as a way to express their individual identity and positioning, provided they observe the minimum guidelines noted below:
 - [1] Storefronts should be "individual" expressions of a tenant's identity but compliment the Agrihood theme.
 - [2] Tenant's storefront construction should be of high quality and craftsmanship.
 - [3] Any restaurant use is encouraged to provide outdoor seating including permanent shade structures for outdoor dining.
 - [4] Canopies, awnings, and similar architectural accents are encouraged.
- (8) Building Service Locations. All service locations for new development shall generally be located at the rear, side or interior portions of the building where feasible or in less visibly exposed locations. Small-scale non-residential uses may be serviced directly from a street. The above provisions shall not apply to large business uses.
- (9) Mechanical Equipment Screening. The screening of rooftop mechanical equipment is required.
- (a) All rooftop mechanical equipment including cell phone antennae shall be screened from view from all adjacent public streets, open spaces and parks in all directions and elevations to minimize the negative impact from any public street, neighborhood or adjacent building.

- (b) Screening materials shall be consistent with the architectural detail, color and materials of the building.
 - (c) Any wall pack ventilation unit facing a public street must match the adjacent material color.
- (10) Structured Parking. Parking structures shall be designed with publicly visible exterior to be clad in a vine-covered trellis, graphic panels, solar panels, a window-like façade treatment, or a multi-story liner building, or ground floor space utilized for a permitted use.
- (11) Streetscape Design Standards. A successful neighborhood is not complete until its parks, open space, sidewalks and streetscape have been designed and “furnished”. The items that are referred to as streetscape elements in this guideline include such things as streetlights, sidewalks, benches, trash receptacles and other street furniture which reinforce the character of the street and the neighborhoods. The following section addresses an overall approach for the design of streetscape elements that are to be considered as part of the overall AMU Zone vocabulary. These standards are meant to establish the minimum criteria that will be required for the design and implementation of streetscape, parks and open space improvements.
- (a) Streetscape Elements. The following streetscape elements shall be provided per this section of the Design Standards. Proposed development projects shall provide these elements as a part of the approval process:
 - [1] Street Trees. Street trees shall be planted in either grates or open landscape areas equivalent to 30’-0” on center along all public street frontage.
 - [2] Street trees shall be planted with a minimum 2 ½” caliper, shall be trimmed up to 8’-0” and shall be in accordance with the “American Standard for Nursery Stock” published by the American Association of Nurserymen.
 - [3] Prior to installation a minimum 4’-0” by 8’-0” area should be treated and prepared for tree root growth.
 - [4] A minimum 2-year maintenance and watering plan shall be put into place.
 - [5] Recommended street trees such as but not limited to: Gleditsia Tricanthos (Honey Locust – thornless and pod free), Zelkova, Katsura, Hedge Maple, Hornbeam and Ginko (Male only), Cherry Trees, Magnolia, Weeping Willows.

(b) Design & Materials.

- [1] Sidewalks should incorporate street furniture and have a higher level of finish on pedestrian oriented, mixed-use streets (pavers, colored stamped concrete, etc. - asphalt is prohibited).
- [2] Sidewalks, pathways and trails within the Core Farm may utilize more natural, permeable, or semipermeable materials such as gravel, crushed stone and fine-crushed rock.
- [3] A multi-use trail along County Route 541 (Burlington-Mount Holly Road) may be paved with asphalt.
- [4] Roads within the Core Farm may be more natural, permeable, or semipermeable materials such as gravel, crushed stone and fine-crushed rock. The existing gravel road to the Core Farm will be permitted to remain and be used as both a public and private access point to the Core Farm.
- [5] Pots and planters can be used in addition to landscape planting areas to complement the surrounding streetscape by adding color and variety.
- [6] The pattern and type of materials will be determined during the design phase.

(c) Street Lighting.

- [1] Street lights should be located as part of the streetscape and function as a unifying element.
- [2] Fixtures should exhibit an aesthetic as well as functional purpose to create interest and a sense of scale for the pedestrian and should provide at minimum brackets to allow for banners.
- [3] Luminaires should be translucent or glare-free using opaque glass or acrylic lenses.
- [4] Diffusers and refractors should be installed to reduce unacceptable glare adjacent to residential areas.
- [5] The specific streetlight and spacing of poles shall be determined during the design phase; GFI's should be located at the top of the pole.
- [6] The height and spacing of the light poles should be based on a

photometric calculation, however, the maximum light pole height shall be 25'.

[8] Street light specifications and locations shall be submitted for review and approval prior to installation.

(d) Trash Receptacles.

[1] Trash receptacles should be located conveniently for pedestrian use and service access in significant areas and gathering places.

[2] Trash receptacles should be permanently attached to deter vandalism and have sealed bottoms with sufficient tops to keep contents dry and out of pedestrian view.

[3] The type and location of the trash receptacles will be determined during the design phase.

[4] At minimum every other trash receptacle should include an additional recycling container.

(e) Bicycle Racks.

[1] Bicycle racks should be permanently mounted and placed in convenient locations to encourage bicycle use but not to obstruct views or cause hazards to pedestrians or drivers.

[2] Bicycle racks should exhibit a simple and easy design that allows for convenient and safe use by the public.

(f) Bollards.

[1] Bollards should integrate with and aesthetically complement the overall streetscape concept; respond to the area it supports (Great Lawn vs building service areas); setback from curbs to allow unobstructed opening of parked car doors.

[2] Bollards may be chained or cabled together to ensure pedestrian safety or define areas for public functions.

[3] Removable bollards should be used where service vehicles need access and for street closures in the event of festivals or community events.

(g) Storm Water Management Facilities, Ponds and Fountains.

- [1] Storm water management facilities, ponds and fountains are features that can be located in passive or active open spaces, which may be common facilities shared among uses on the same or separate lots with cross easements and may be utilized to provide irrigation to agricultural uses.
- [2] Ponds and fountains should be aesthetically pleasing, allow for ample pedestrian circulation and should be designed to encourage “sitting” and interaction.
- [3] Storm water management may incorporate NJDEP Stormwater Best Management Practices for both grey and green infrastructure, including common shared facilities, green roofs, planter boxes, rain barrels, cisterns, native landscaping, rain gardens, infiltration beds, pervious paving and landscape islands in parking areas, and tree pits, tree trenches, pervious pavers and sidewalks along roads or within rights-of-ways.

(h) Public Art.

- [1] Public art should be “accessible”; tie to the history of Westampton Township and if possible, should be created by a local source; include water, seating, planting, decorative architectural elements or plaza space design.
- [2] Public art should be visible, but not interfere with pedestrian circulation or create a traffic hazard; made of durable, weatherproof materials; and should be designed to avoid physical hazards.

(i) Kiosks and Market Stalls.

- [1] Kiosks and Market Stalls can be used for retail purpose or to impart community information to the public.
- [2] Kiosks and Market Stalls should be accessible and attractive from all sides and well-illuminated and they should be flexible to allow for up-to-date information.

(j) Utility Accessories.

- [1] Utility boxes, meters, manhole covers, and fire hydrants should be coordinated with other streetscape accessories.
- [2] Utilities should be readily accessible and placed so as not to obstruct pedestrian movement.

[3] Utility locations should minimize visual and physical impact as much as possible.

[4] Utilities should blend in with the surroundings or enhance the area.

L. Signage.

- (1) The developer is encouraged to explore a variety of signage types, sizes and styles with the objective of integrating the design of the signage into the streetscape design. Storefronts are expected to take maximum advantage of store logos, specialty letter styles, quality materials, graphic flourishes and high impact graphics;
 - (a) The goal is to maintain creative consistency that identifies the tenant's identity and integrates with the storefront façade design;
 - (b) Signs can be in the form of a painted sign, flat sign, fin sign, window sign, illuminated or non-illuminated sign, dimensional sign, sidewalk sign or awnings;
 - (c) Emphasis should be on durable, natural materials and quality manufacturing and can include cast, polished or painted metal; painted, stained or natural wood; glazed and ceramic tile; etched, cut, edge-lit or stained glass; cast stone and carved natural stone;
 - (d) Tenants should strive for creativity, uniqueness and high quality;
 - (e) Neon signs strictly prohibited;
- (2) For all signage standards not covered or specifically stated in this Section, refer to Chapter 250.25. Signs.
- (3) Development identification signs:
 - (a) Either a two (2) single-sided or a single two-sided development identification sign(s) shall be permitted at each entrance from a public or private street to a development within the AMU Zone. The Core Farm shall be permitted to have a development identification sign at each entrance as well as along County Route 541 (Burlington-Mount Holly Road).
 - (b) The maximum area of a development identification sign shall not exceed 60 square feet on the face of the sign, which shall include all lettering, wording, coloring and accompanying designs and symbols, together with background, but excluding any associated decorative elements or supporting framework, such as landscaping, berming, fencing, stone or

masonry columns or walls, or any combination of the above or other ornamentation or materials, provided that any sign and associated decorative elements shall not exceed 6 feet in height from ground level.

- (c) The minimum setback of a development identification sign from a public street shall be 10 feet from the street right-of-way.
 - (d) A development identification sign may be located a minimum of 10 feet from a private road or driveway providing access to a development within the AMU Zone, or it may be located on a boulevard or other island or median, and shall be located a minimum of 10 feet from the projected intersection of the curblines of cross streets.
- (4) All signage for all uses, except for the Core Farm, shall be indicated in a comprehensive master signage package. Such signage package shall provide sufficient information regarding the proposed number, size, materials, colors, finishes and/or details for review and approval by the Planning Board. Once approved, the master signage package shall supersede the requirements of §250-25. Future variances shall be requested from the master signed package.
 - (5) All signage associated with the Core Farm shall be indicated in a comprehensive master signage package. Such signage package shall provide sufficient information regarding the proposed number, size, materials, colors, finishes and/or details for review and approval by the Planning Board. Once approved, the master signage package shall supersede the requirements of §250-25. Future variances shall be requested from the master signed package.

M. Affordable Housing.

- (1) In accordance with the December 23, 2019 Settlement Agreement between the Township and Fair Share Housing Center (FSHC), as may be amended, the Township's Housing Element and Fair Shape Plan, as well as Court Orders, all residential development in the AMU Zone shall provide a twenty percent (20%) set-aside of affordable housing for very-low-, low-, and moderate-income households.
- (2) A minimum of 1,144 residential units shall be allowed with a required twenty percent (20%) affordable housing set-aside for no fewer than 228 affordable units.
- (3) No more than 148 of the 228 affordable units may be age-restricted, assisted living, or special needs affordable units, and at least eighty (80) of the affordable units must be family non-age-restricted units available to households of all ages and sizes. All 228 affordable units may be family non-age-restricted affordable units.

- (4) Development of the residential component may be completed in multiple phases of development and subdivisions of the property if necessary. If any phase of development or subdivision is less than 1,144 units, the number of affordable units shall provide the twenty percent (20%) affordable housing set-aside in proportion to that phase of development or subdivision.
 - (5) All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that at least thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning less than thirty percent (30%) of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA"). Of the 228 affordable units in the AMU Zone, at least thirty (30) of the affordable units shall be very-low-income units.
 - (6) The affordable units shall be integrated fully with the market-rate units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
 - (7) All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain until released by Westampton Township in accordance with UHAC and applicable law.
 - (8) Construction of residential buildings in the AMU Zone may be phased in any manner to be determined by the developer, subject to the phasing schedule for affordable housing units established by N.J.A.C. 5:93-5.6(d).
 - (9) The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in the Settlement Agreement between Westampton and Fair Share Housing Center, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website.
- N. Relationship to other sections of the combined land use ordinance. The regulations of the AMU Zone are intended to guide the orderly development of this zone in accordance with the parameters of the referenced settlement agreement. Where there is a conflict between the AMU Zone regulations and any other regulations of the Westampton Township Site Plan Review Ordinance, Land Subdivision Ordinance or Zoning Ordinance, the regulations contained in this section for the AMU Zone shall apply unless otherwise specified in the regulations of the AMU Zone.

Section 2

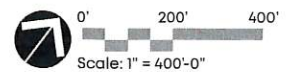
All ordinances or part of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 3

This ordinance shall take effect upon final passage and publication according to law.



Agrihood Mixed Use Zone (AMU Zone)



WESTAMPTON TOWNSHIP LAND DEVELOPMENT BOARD

**RECOMMENDING ADOPTION OF ORDINANCE NO 4-2021
“AN ORDINANCE SUPPLEMENTING CHAPTER 250, “ZONING”, OF THE
TOWNSHIP CODE OF THE TOWNSHIP OF WESTAMPTON TO ADD AGRIFOOD
MIXED USE ZONE”**

RESOLUTION NO. 9-2021

WHEREAS, the Township Committee of the Township of Westampton (“Township Committee”), in the County of Burlington, State of New Jersey, has introduced and proposed the adoption of the following ordinance: Ordinance No 4-2021 “An Ordinance Supplementing Chapter 250, “Zoning,” of the Township Code of the Township of Westampton to Add Agrihood Mixed Use Zone” (the “Ordinance”); and

WHEREAS, the Ordinance is a land development regulation in that it adds to, amends, or otherwise modifies the Township’s Land Use, Development, and Zoning regulations to establish standards and requirements for the Township to satisfy its *Mt. Laurel* affordable housing obligation in accordance with the requirements of the Fair Housing Act, N.J.S.A. 52:27D-310 et seq., as established by the Settlement Agreement between the Township and Fair Share Housing Center (“FSHC”) and the Superior Court of New Jersey’s February 10, 2020 Conditional Judgment of Compliance and Repose, resolving the Township’s affordable housing litigation, captioned In the Matter of the Adoption of the Township of Westampton Housing Element and Fair Share Plan and Implementing Ordinance, Docket No. BURL-L-1625-15; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-26a provides that prior to adoption of any land development regulation by the governing body, the land development regulation must be transmitted to the Land Development Board for its report and recommendations thereon; and

WHEREAS, in accordance with N.J.S.A. 40:55D-26a, Township Committee transmitted the Ordinance to the Land Development Board of the Township of Westampton (the “Board”) for its report and recommendations thereon regarding the Ordinance’s consistency with the Township’s Master Plan; and

WHEREAS, at a regular meeting held on April 7, 2021, the Board reviewed and discussed the Ordinance, the Township’s Master Plan, land use regulations, affordable housing obligation, affordable housing litigation history, including the Settlement Agreement between the Township and FSHC, and the Township’s efforts to implement the terms of that Settlement Agreement, with the Board’s Attorney, Planner, and members of the public; and

WHEREAS, based on the Ordinance, testimony, and other evidence presented at the April 7, 2021 public hearing, the Board renders the following factual findings and conclusions of law in addition to any contained in the preceding paragraphs:

1. **Incorporation by Reference of “WHEREAS” Clauses.** In addition to the paragraphs below, the above “WHEREAS” clauses are expressly adopted and incorporated by reference herein as the Board’s Findings of Fact and Conclusions of Law, as appropriate.
2. **Adoption of the Ordinance.** The Board hereby adopts and incorporates by reference as if fully set forth at length herein the entirety of the Ordinance.
3. **Participation of Public.** No member(s) of the public appeared during the Board’s April 7, 2021 public hearing to comment on the Ordinance.
4. **Conclusion as to the Ordinance.** The Board hereby finds and concludes that the Ordinance as presented is substantially consistent with, adheres to, and advances the purposes of the Township’s Master Plan; and further, that the Ordinance creates a realistic opportunity for the Township to satisfy a portion of its affordable housing obligation as required by the Court in the Township’s affordable housing litigation, In the Matter of the Adoption of the Township of Westampton Housing Element and Fair Share Plan and Implementing Ordinance, Docket No. BURL-L-1625-15. N.J.S.A. 40:55D-26a.

NOW, THEREFORE, IT IS HEREBY DETERMINED by the Land Development Board of the Township of Westampton that Ordinance No 4-2021 “An Ordinance Supplementing Chapter 250, “Zoning,” of the Township Code of the Township of Westampton to Add Agrihood Mixed Use Zone” is substantially consistent with and designed to effectuate the Township’s Master Plan, creates a realistic opportunity for the Township to satisfy its affordable housing obligation, and it is therefore **RECOMMENDED** by the Land Development Board of the Township of Westampton that the Township Committee of the Township of Water adopt the Ordinance as presented in accordance with law.

ROLL CALL VOTE

	<u>Ayes</u>	<u>Nays</u>	<u>Abstentions</u>	<u>Recusal</u>
Blair				
Borger				
Burkley				
Freeman				
Guerrero				
Henley				
Haas				
Thorpe				
Wisniewski				
Odenheimer				
Ottey				

Attest:

Gary Borger, Chairman

**Marion Karp, RMC, CMR, Board
Secretary**

CERTIFICATION

I HEREBY CERTIFY that the Land Development Board of the Township of Westampton, County of Burlington, State of New Jersey adopted the foregoing Resolution at its meeting held in the Municipal Building, 710 Rancocas Road, Westampton, New Jersey, on April 7, 2021, and said Resolution was authorized for memorialization at a meeting held on April 7, 2021.

Marion Karp, RMC, CMR, Board Secretary

WESTAMPTON TOWNSHIP LAND DEVELOPMENT BOARD

**RESOLUTION OF MEMORIALIZATION ADOPTING HOUSING ELEMENT AND
FAIR SHARE PLAN**

RESOLUTION NUMBER 10-2021

WHEREAS, in the New Jersey Supreme Court's March 10, 2015 decision In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing ("COAH") to the New Jersey Superior Court, and established a transitional process for certified municipalities, like the Township of Westampton, to file declaratory judgment actions seeking to have their Housing Elements and Fair Share Plans ("HEFSPs") found constitutionally compliant;

WHEREAS, municipalities whose HEFSPS are found constitutionally compliant by the New Jersey Superior Court are entitled to protections similar to those they would have received if they had continued to proceed before COAH; and

WHEREAS, pursuant to N.J.S.A. 52:27D-313 and Mount Laurel IV, the New Jersey Superior Court has the authority to enter an Order granting protection and repose against exclusionary zoning litigation to a municipality that is in compliance with its affordable housing obligations under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

WHEREAS, the Township of Westampton filed a declaratory judgment action on July 8, 2015 with the New Jersey Superior Court asking the Court to declare Westampton Township's HEFSP constitutionally compliant, and seeking protection and repose against exclusionary zoning litigation for a ten (10) year period (the "Action"); and

WHEREAS, the Township's Affordable Housing Planning Consultant, Barbara J. Fegley, AICP, PP of Environmental Resolutions Inc., has prepared an HEFSP dated July 24, 2020, Revised December 1, 2020 and Revised March 24, 2021, that addresses the Township's affordable housing obligation ("2020 HEFSP");

WHEREAS, the 2020 HEFSP is an amendment to the 2015 plan amendment which was not certified by COAH prior to the Appellate Division invalidation of COAH's 'growth share' methodology.

WHEREAS, the 2020 HEFSP is the basis for the Township's request to the New Jersey Superior Court for a Judgment of Compliance and Repose;

WHEREAS, the New Jersey Superior Court has advised that it is acceptable and appropriate for Westampton Township to settle its Action through entry of a settlement agreement with interested party, Fair Share Housing Center ("FSHC");

WHEREAS, on behalf of the Westampton Township Committee, the Mayor executed the settlement agreement on December 24, 2019 (the "Settlement Agreement");

WHEREAS, the Settlement Agreement was approved by the New Jersey Superior Court by Order of the Honorable Jeanne T. Covert, A.J.S.C., dated February 10, 2020, which Order established the Township's fair share obligations and preliminarily approved the Township's compliance mechanisms;

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Land Development Board held a public hearing on the Housing Element and Fair Share Plan on April 7, 2021; and

WHEREAS, the Land Development Board has determined that the Housing Element and Fair Share Plan is consistent with the goals and objectives of the Township's Master Plan and Master Plan Re-examination Report, and that the adoption and implementation of the Housing Element and Fair Share Plan are in the public interest, protect public health and safety, and promote the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Land Development Board of the Township of Westampton, Burlington County, New Jersey, on this 7th day of April, 2021, the Land Development Board hereby adopts the 2020 HEFSP, in the form attached hereto as Exhibit A.

MOTION TO FIND 2020 HEFSP CONSISTENT WITH THE TOWNSHIP MASTER PLAN and MASTER PLAN RE-EXAMINATION REPORT, AND TO ADOPT SAID PLAN AS THE HOUSING ELEMENT OF THE TOWNSHIP MASTER PLAN:

ROLL CALL VOTE

Ayes Nays Abstentions Recusal

Blair
Borger
Burkley
Freeman
Guerrero
Henley
Haas
Thorpe
Wisniewski
Odenheimer
Ottey

Attest:

Gary Borger, Chairman

Marion Karp, RMC, CMR, Board Secretary

CERTIFICATION

I HEREBY CERTIFY that the Land Development Board of the Township of Westampton, County of Burlington, State of New Jersey adopted the foregoing Resolution at its meetings held in the Municipal Building, 710 Rancocas Road, Westampton, New Jersey, on April 7, 2021 and said Resolution was authorized for memorialization at a meeting held on April 7, 2021.

Marion Karp, RMC, CMR, Board Secretary