

Execution Version

**REDEVELOPMENT AGREEMENT**

**By and Between**

**THE TOWNSHIP OF SOUTH ORANGE VILLAGE**

**As Redevelopment Entity**

**and**

**8 SECOND STREET, LLC**

**As Redeveloper**

**Dated: April 2, 2022**

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- Exhibit B – Concept Plan
- Exhibit C – Form of Declaration of Covenants and Restrictions
- Exhibit D – Project Schedule
- Exhibit E – Ownership of Redeveloper
- Exhibit F – Progress Report
- Exhibit G – Village Lot Property Description

**THIS REDEVELOPMENT AGREEMENT** (“**Redevelopment Agreement**” or “**Agreement**”), made and entered into as of the 2nd day of April, 2022 (the “**Effective Date**”), by and between:

**THE TOWNSHIP OF SOUTH ORANGE VILLAGE**, a municipal corporation in the State of New Jersey, having its offices at 76 South Orange Avenue, Suite 302, South Orange, New Jersey 07079 in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter, the “**Village**”);

**AND**

**8 SECOND STREET, LLC**, a New Jersey limited liability company, with offices at 2029 Morris Avenue, Union, New Jersey 07083 (the “**Redeveloper**” and, together with the Village, the “**Parties**” or each, a “**Party**”).

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

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented from time to time (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment and/or rehabilitation; and

**WHEREAS**, the Redevelopment Law authorizes the redevelopment entity to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an “area in need of redevelopment” pursuant to *N.J.S.A. 40A:12A-8*; and

**WHEREAS**, by virtue of Resolution 66-95, adopted on February 27, 1995, the Board of Trustees (the “**Trustees**”) of the Village, pursuant to and in accordance with the requirements of the Redevelopment Law, requested the Village Planning Board (the “**Planning Board**”) to prepare a map of, and undertake an investigation to determine whether all or a portion of certain properties within the Village, including, among other properties, Block 1905, Lot 1 on the Village’s official tax maps, (the “**Study Area**”) constitute an “area in need of redevelopment” under the Redevelopment Law; and

**WHEREAS**, the Redevelopment Law requires the Planning Board to conduct a public hearing prior to making its recommendation to the Trustees as to whether the Study Area should be designated as an area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment; and

**WHEREAS**, after the conclusion of public hearings held on October 10, 1995 and November 6, 1995, the Planning Board, by resolution adopted on December 4, 1995, recommended the Study Area, including Block 1905, Lot 1, be designated by the Trustees as “an area in need of redevelopment” in accordance with the Redevelopment Law; and

**WHEREAS**, by virtue of Resolution 301-95 adopted on December 18, 1995, the Trustees designated the Study Area as an “area in need of redevelopment” as set forth in the Redevelopment Law (the “**Redevelopment Area**”); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-4, the Trustees have determined to act as the “redevelopment entity” (as such term is defined in N.J.S.A. 40A:12A-3 of the Redevelopment Law) for the Redevelopment Area; and

**WHEREAS**, Redeveloper owns that portion of Redevelopment Area consisting of Block 1905, Lot 1 on the Village’s official tax maps (the “**Property**”) and Redeveloper is a developer with resources and a team of professionals in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance, and real estate development required for the proposed redevelopment of the Property; and

**WHEREAS**, by Ordinance No. 96-43 adopted on November 25, 1996, in accordance with the Redevelopment Law, the Trustees adopted the “Central Business District Redevelopment Plan,” which was subsequently amended by Ordinance No. 20-2002, adopted on September 23, 2002, by Ordinance No. 08-20, adopted on October 15, 2008, by Ordinance 2012-24 adopted on January 28, 2013 and by Ordinance 2014-03 adopted on May 19, 2014 (the “**CBD Plan**”) for an area in the Village known as the Central District Redevelopment Area, which includes the Property; and

**WHEREAS**, on September 14, 2020, the Trustees adopted Resolution 2020-212 designating the Redeveloper as the “conditional redeveloper” of the Property, approving and authorizing execution of a conditional redeveloper’s agreement, and authorizing Village President to execute same; and

**WHEREAS**, in order to redevelop the Property as envisioned by the Village and Redeveloper, certain changes were required to be made to the CBD Plan; and

**WHEREAS**, the Trustees requested that the Planning Board prepare a redevelopment plan that relates to the Property; and

**WHEREAS**, on March 31, 2021, the Trustees introduced Ordinance 2021-12 and requested the Planning Board to review and comment on the redevelopment plan entitled “Second and Sloan Street Redevelopment Plan” dated March 31, 2021 (the “**Redevelopment Plan**”) a copy of which is attached hereto as **Exhibit A**, to determine its consistency with the Township of South Orange Village Master Plan (the “**Master Plan**”), pursuant to N.J.S.A. 40A:12A-7(e); and

**WHEREAS**, on May 3, 2021, the Planning Board adopted a resolution declaring the Redevelopment Plan is consistent with the Master Plan and memorializing its recommendation the Trustees approving the Redevelopment Plan; and

**WHEREAS**, on April 26, 2021, by Ordinance 2021-12, the Trustees adopted the Redevelopment Plan for the Property; and

**WHEREAS**, Redeveloper proposes to develop, finance and construct on the Property a redevelopment project consisting of the construction of one (1) five-story multi-family residential building with ground floor community use space and parking consisting of approximately forty-one (41) residential units, inclusive of thirty-three (33) market-rate units and eight (8) affordable residential units, a minimum of two thousand (2,000) square feet (+/- 75 square feet) of commercial space dedicated to the Village rent-free for a minimum period of fifteen (15) years to be used as a community artist incubator space, and on-site ground level parking to include a minimum number of parking spaces for all uses as set forth in the Redevelopment Plan, provided however, that ten percent (10%) of all parking spaces be outfitted with electrical vehicle charging stations to accommodate electric vehicle charging, together with certain related on-site and off-site improvements in accordance with the Redevelopment Plan, attached hereto as **Exhibit A**, and the Concept Plan, attached hereto as **Exhibit B** (as further defined herein, the “**Project**”); and

**WHEREAS**, Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Village as the redeveloper for the Property; and

**WHEREAS**, the Village has determined that the redevelopment of the Property in accordance with applicable provisions of the Redevelopment Plan will contribute to the redevelopment and reinvigoration of the Village and to the social and economic improvement of the Village in accordance with the legislative intent, goals and objectives of the Redevelopment Law; and

**WHEREAS**, the Village has further determined that Redeveloper possesses the proper qualifications, expertise, financial resources, and capacity to implement and complete the Project in accordance with the Redevelopment Plan, Concept Plan, and all other Applicable Laws, ordinances and regulations; and

**WHEREAS**, the Village recognizes that the involvement of Redeveloper in this effort will ensure that residents of the Village will benefit from the expertise of the private sector in facilitating successful redevelopment of the Property; and

**WHEREAS**, in order to implement the development, financing, construction, operation and management of the Project, on January 10, 2022 the Trustees adopted a Resolution 2022-005 designating Redeveloper as the “redeveloper” (as defined in the Redevelopment Law) of the Property and authorizing the execution of this Redevelopment Agreement, which specifies terms of the redevelopment the Property and the respective rights and responsibilities of the Village and Redeveloper with respect to the Project; and

**WHEREAS**, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective rights, responsibilities and obligations of the Parties with respect to redevelopment of the Property and the Project.

**NOW, THEREFORE**, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant, and agree as follows:

## ARTICLE 1

### DEFINITIONS

**1.01 Definitions.** As used in this Redevelopment Agreement defined terms shall have the meaning assigned to such terms in the preambles hereto or as set forth below. The following terms as used in this Redevelopment Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“**Affiliate**” shall mean with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common Control with, such Person.

“**Affordable Units**” is defined in Section 4.09.

“**Applicable Laws**” shall mean all Federal, State and local laws, ordinances, Governmental Approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the Municipal Land Use Law, Environmental Laws, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable Federal and State labor standards.

“**Building Permit**” shall mean a building permit issued by or on behalf of the Village for the Project.

“**Certificate of Completion**” shall mean written acknowledgement by the Village, in recordable form, that Redeveloper has Completed Construction of the Project in accordance with the requirements of the Redevelopment Plan and this Redevelopment Agreement, and in accordance with the approved Plans.

“**Certificate of No Default**” is defined in Section 6.08.

“**Certificate of Occupancy**” shall mean a temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the Village and as defined in the Uniform Construction Code at *N.J.A.C. 5:23-1.4*.

“**Commence Construction**” and “**Commencement of Construction**” shall mean the date on which the construction personnel and machinery are mobilized and construction of the Project on the Property begins.

“**Community Artist Incubator Space Agreement**” shall mean an agreement, by and among the Village and Redeveloper, or its designee, containing the terms and conditions of the use of the Village’s occupancy of the Community Artist Incubator Space and including the material terms set forth in Section 4.27.

“**Community Artist Incubator Space**” is defined in Section 4.27.

**“Community Artist Incubator Space Payment”** is defined in Section 4.27.

**“Completion of Construction”** and **“Complete Construction”** shall mean the substantial completion of the Project in accordance with the Redevelopment Plan, including the receipt of a Certificate of Occupancy for those portions of the Project where same is required by Applicable Laws, subject to (i) completing minor conditions of the Governmental Approvals and (ii) installation of landscaping.

**“Concept Plan(s)”** shall mean concept plans for the Redevelopment of the Property, attached hereto as **Exhibit B**, as same may be amended from time to time in accordance herewith.

**“Conditional Redeveloper’s Agreement”** is defined in Section 4.07.

**“Control”**, **“Controlling”**, **“Controlled by”** and **“under common Control with”** shall mean with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management policies of such Person, whether through the ownership of voting securities or by contract or otherwise. For avoidance of doubt, the fact that a Person with the power to direct or cause the direction of day to day management policies of another Person may be required to obtain consent of one or more other Persons to annual operating plans, including, but not limited to operating and capital budgets, and other specified major decisions, shall not be deemed to mean that such Person does not have control.

**“Construction Fencing”** is defined in Section 4.06.

**“County”** shall mean Essex County, New Jersey.

**“COVID-19 Delay”** shall mean a material delay cause by, arising from, or related to COVID-19. Redeveloper and the Village will make a good faith effort to limit all COVID-19 Delays.

**“Day”** shall mean a calendar day.

**“Declaration of Covenants and Restrictions”** shall mean the Declaration of Covenants and Restrictions in **Exhibit C**, attached hereto.

**“Default”** is defined in Section 6.01(a).

**“Dispute”** is defined in Section 6.10.

**“Effective Date”** is defined in the preambles hereto.

**“Environmental Laws”** shall mean any and all common law, statutes, regulations, codes, directives, orders, or ordinances of any federal, state, or local government entity, authority, agency, and/or department with authority dealing with environmental matters at the Property (whether heretofore, now in effect or hereinafter enacted or promulgated or amended) including but not limited to: the Spill Compensation and Control Act, N.J.S.A. 58:10-23. 11, et seq.; the Industrial

Site Recovery Act, N.J.S.A. 13:1k-6, et seq. (“ISRA”); the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:1OB-1, New Jersey Water Pollution Control Act, N.J.S.A. 10A-1, et seq.; the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.; and any amendments to the foregoing.

“**Escrow Account**” is defined in Section 4.07.

“**Event of Default**” is defined in Section 6.01.

“**Force Majeure Event**” shall mean as an act or acts of God, acts of the public enemy, acts or omissions of other parties (including litigation by third parties), COVID-19 Delay, flood, fire, epidemics, pandemics, quarantine restrictions, embargoes, earthquake, explosion, the elements, unusually severe weather, war, terrorism, blockade, security problems, insurrections, riots, mob violence or civil disturbance, acts of the Federal government, acts of other parties, inability to procure or a general shortage of labor, equipment or facilities, energy, freight, materials or supplies in the open market, failure of transportation, strikes, walkouts, boycotts, picketing, slow-downs, work stoppages or other labor actions, or delays of subcontractors due to any of the foregoing such causes, and actions or inactions by any Federal, State or local governmental or quasi-governmental authority, including, but not limited to, utility providers, with respect to Governmental Approvals or the development of the Project, affecting the rights or obligations of the Redeveloper or the Village hereunder (including, but not limited to, delays in issuance of Governmental Approvals), court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Parties that have a substantial direct impact on the Project or the Parties’ ability to carry out their respective obligations under this Redevelopment Agreement.

“**Foreclosure**” is defined in Section 8.06.

“**Good Faith Cure Period**” is defined in Section 6.09.

“**Governmental Approvals**” shall mean all governmental approvals required for the construction of the Project, including, without limitation: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning Board, in accordance with the Municipal Land Use Law; county planning board approvals; construction plans and specifications for the obtaining of Building Permits for the proposed construction; environmental approvals, consents and authorizations from the NJDEP and any other applicable agencies; sewerage capacity approvals, adequate water allocation approval, utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“**Governmental Body**” shall mean any Federal, State, County or Village agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial or administrative functions of or pertaining to government.

“**Hazardous Substances**” shall mean any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.) (“CERCLA”) or any regulations promulgated under CERCLA; (ii) any “hazardous waste”

as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.) (“RCRA”) or regulations promulgated under RCRA; (iii) any substance regulated by ISRA or any regulations promulgated under ISRA, the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.) (the “Spill Act”), or any regulations promulgated under the Spill Act, the Solid Waste Management Act (N.J.S.A. 13:1E-1, et seq.), or any regulations promulgated under the Solid Waste Management Act; (iv) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii) polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any Environmental Law, ordinance, rule or regulation, now or hereinafter enacted, or the common law, or any other applicable laws relating to the Property.

“**Holder**” is defined in Section 8.01.

“**Joint Meeting**” shall mean the Joint Meeting of Essex and Union Counties.

“**Joint Venture**” is defined in Section 7.01(c)(ii).

“**Leasing Office End Date**” is defined in Section 4.08.

“**Maximum Tolling Period**” is defined in Section 4.02.

“**Municipal Land Use Law**” shall mean N.J.S.A. 40:55D-1 et seq.

“**NJDEP**” shall mean the New Jersey Department of Environmental Protection.

“**Notice**” is defined in Section 9.18.

“**Onsite and Offsite Improvements**” shall mean the Project-related onsite and offsite improvements or infrastructure as defined in the Municipal Land Use Law, required by the terms of the Redevelopment Plan, this Agreement or the Governmental Approvals to be constructed or installed by Redeveloper and offered for dedication, contributed or conveyed to the Village or to the appropriate utility purveyor upon completion thereof, as further described in Section 4.28.

“**Offsite Affordable Housing Payment**” is defined in Section 4.09.

“**Parties**” shall mean both the Village and Redeveloper together and shall not refer to any other person or entity. Any one of the Parties may be referred to as a “**Party**”.

“**Person**” shall mean any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or Governmental Body, or any other entity.

“**Planning Board**” is defined in the preambles hereto.

**“Plans”** shall mean the plans, including site plans, for the Project or any portion thereof. **“Plans”** shall include, but shall not be limited to, the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Redevelopment Agreement.

**“Preliminary Assessment”** shall mean a preliminary environmental investigation of the Property to determine what environmental conditions exists on the Property in accordance with Applicable Laws (including Environmental Laws).

**“Project”** is defined in the preambles hereto.

**“Project Improvements”** shall mean those buildings, infrastructure improvements, amenities or utilities necessitated by, associated with, desired or required by the implementation of the Project, which are located inside or outside of the Property, including but not limited to all facilities, amenities, on and off-street parking, landscaping, fencing, remediation, enhancements or improvements required to be made to roadways to permit or control the flow of traffic electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other utilities.

**“Project Manager”** means a duly qualified and licensed architect or architecture firm, landscape architect or landscape architecture firm, or design firm retained as a consultant by the Village to oversee coordination of the architectural components of the work on behalf of the Village and to conduct all required observations on behalf of the Village and to conduct periodic site observations to verify same. All fees paid to the Project Manager shall be paid by the Redeveloper as a Village Cost, as further set forth herein, however the Redeveloper’s responsibility for costs related to the Project Manager shall not exceed \$10,000.00 without prior written agreement by both parties.

**“Project Schedule”** shall mean the schedule attached hereto as **Exhibit D**, as same may be amended from time to time in accordance herewith.

**“Property”** is defined in the preambles hereto.

**“Qualified Entity”** shall mean the Redeveloper and any Affiliate of the Redeveloper, or such other Person that the Village in its reasonable discretion determines complies with the provisions of Section 7.02.

**“Redeveloper”** is defined in the preambles hereto.

**“Redevelopment Agreement”** is defined in the preambles hereto.

**“Redevelopment Area”** is defined in the preambles hereto.

**“Redevelopment Law”** is defined in the preambles hereto.

**“Redevelopment Plan”** is defined in the preambles hereto.

**“State”** shall mean the State of New Jersey.

**“Substantial Portion”** is defined in Section 9.07.

**“Trustees”** is defined in the preambles hereto.

**“United States Bankruptcy Code”** shall mean U.S.C.A. §101 et seq.

**“Village”** is defined in the preambles hereto.

**“Village Administration”** means the Mayor, Deputy Administrator, and Village Administrator.

**“Village Costs”** shall mean all reasonable and necessary third-party costs and expenses of the Village incurred in connection with the implementation of this Redevelopment Agreement beginning on the Effective Date, and as further defined in Section 4.07 herein.

**“Village Engineer”** shall mean the licensed professional engineer representing the Village.

**“Village Event of Default”** is defined in Section 6.09.

**“Village Indemnified Parties”** is defined in Section 9.16(a).

**“Village Lot”** is defined in Section 4.16.

**“Village Lot Lease Agreement”** is defined in Section 4.16.

**“Village Lot Lease Term”** is defined in Section 4.16.

**“Village Lot Plans”** is defined in Section 4.16.

**“Wall Art Space”** is defined in Section 4.01 (c)

**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) All references to Recitals, Articles, Sections or Exhibits shall, unless otherwise indicated, refer to the Recitals, Articles, Sections or Exhibits in this Redevelopment Agreement.

(c) Words importing a particular gender mean and include correlative words of every other gender.

(d) 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, unless the Agreement expressly provides, or the context dictates, otherwise.

(e) Unless otherwise indicated, any “fees and expenses” shall be required to be customary and reasonable.

(f) The use of the phrases “consult with”, “in consultation with”, “in collaboration with”, “provide an opportunity to comment”, and/or “working collaboratively” and similar phrases used anywhere in this Redevelopment Agreement with respect to the Parties shall, in each instance, be construed as imposing a reciprocal duty of good faith and best efforts upon each Party with respect to resolution of each and every issue, obligation and/or action that is the subject of such consultation or collaboration.

(g) The phrase “sole discretion” shall, in each instance, be construed as permitting the applicable Party the right to exercise its judgment without limitation and make a determination for no reason or any reason whatsoever.

(h) When used herein “knowledge” shall mean actual knowledge of an officer of the applicable Party after due investigation and inquiry.

(i) Notwithstanding anything in this Redevelopment Agreement to the contrary, each of the time frames set forth in this Redevelopment Agreement may be extended at the request of the Redeveloper at the reasonable discretion of the Village.

## ARTICLE 2

### DESIGNATION OF REDEVELOPER CONDITIONS PRECEDENT REPRESENTATIONS AND WARRANTIES

**2.01. Designation of Redeveloper.** Redeveloper is the Owner of the Property and is hereby designated as the sole and exclusive “redeveloper” for the Property and the Project under the Redevelopment Law. Redeveloper shall have the exclusive right to redevelop and implement the Project on the Property in accordance with the terms and conditions of this Redevelopment Agreement, the Redevelopment Plan and Applicable Laws. Redeveloper shall include the qualified Urban Renewal Entity formed or to be formed by Redeveloper in connection with the Project.

**2.02. Conditions Precedent.** Redeveloper’s obligations under this Agreement, shall be expressly conditioned on the following material conditions, which if not satisfied, or waived by the Redeveloper, in its sole and absolute discretion, may allow the Redeveloper to terminate this Agreement:

(a) All Government Approvals required for Commencement of Construction have been: (i) obtained in the form and content reasonably satisfactory to Redeveloper, (ii) are in full force and effect, and (iii) are final and unappealable; and

(b) Redeveloper has obtained financing on terms reasonably acceptable to Redeveloper, consistent with the reasonable exercise of sound business judgment as would be appropriate for a similarly situated redeveloper; and

(c) Redeveloper has entered into a financial agreement pursuant to the Long-Term Tax Exemption Law on terms satisfactory to Redeveloper and Village.

**2.03 Representations and Warranties of Redeveloper.** Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein in accordance with the Redevelopment Plan. This Redevelopment Agreement constitutes a valid and legally binding obligation of Redeveloper enforceable in accordance with its terms.

(b) Redeveloper is a duly organized and a validly existing legal entity existing under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper’s behalf.

(c) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize 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.

(d) No adjudication of Bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by 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.

(e) No indictment has been returned against any official of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement.

(f) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

(g) Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project.

(h) To the best of Redeveloper's knowledge there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Redevelopment Agreement or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement.

(i) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

(j) To the best of Redeveloper's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the Village and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC, are true and correct in all respects. Redeveloper acknowledges that the facts and representations contained in the information, submitted by Redeveloper are a material factor in the decision of the Village to enter into this Redevelopment Agreement.

(k) Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Village for any property situated in the Village.

(l) The Redeveloper's certificate of formation and certificate of good standing, duly certified by the Secretary of State of the state of the Redeveloper's formation, are in full force and effect.

(m) The ownership and management structure of the Redeveloper is set forth in **Exhibit E** and is true as of the Effective Date. The Redeveloper shall, upon any change in the ownership and management structure set forth in **Exhibit E**, furnish the Village with a complete statement subscribed and sworn to by the managing member of the Redeveloper, setting forth all of the changes in the ownership and management structure as shown on **Exhibit E** within fifteen (15) days of such change.

**2.04 Representations and Warranties of the Village.** Village hereby makes the following representations and warranties:

(a) The Village has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Village is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

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

(c) The designation of the Property as an area in need of redevelopment pursuant to the Redevelopment Law, the adoption of the Redevelopment Plan and the designation of Redeveloper have been duly adopted in conformance with the Redevelopment Law and remains in full force and effect, and the Village is duly and properly acting as the “redevelopment entity” for the Project pursuant to the Redevelopment Law.

(d) There is no pending, or to the best of the Village’s knowledge, threatened litigation that would prevent the Village from performing its duties and obligations hereunder.

## ARTICLE 3

### COVENANTS AND RESTRICTIONS

**3.01 Covenants and Restrictions.** Redeveloper shall record the Declaration of Covenants and Restrictions in the office of the Clerk of Essex County, New Jersey within ten (10) days after the execution of this agreement by all Parties hereto.

**3.02 Speculative Development.** Redeveloper represents its undertakings pursuant to this Redevelopment Agreement are for the purpose of redevelopment of the Property and not for speculation in land holding. Redeveloper shall not use the Property, or any part thereof, as collateral for an unrelated transaction.

**3.03 Compliance with Redevelopment Agreement.** Redeveloper shall ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper or any of Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.

**3.04 Effect and Duration of Covenants.** It is intended and agreed that the covenants and restrictions set forth in the Declaration of Covenants and Restrictions shall be covenants running with the land. All covenants in the Declaration of Covenants and Restrictions, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and in equity, for the benefit and in favor of, and enforceable by the Village and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, his successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in the Declaration of Covenants and Restrictions shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenant in Section 2(C) of the Declaration of Covenants and Restrictions shall remain in effect without limitation as to time.

**3.05 Enforcement by Village.** In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Village and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in the Declaration of Covenants and Restrictions both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Village for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Village has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

## ARTICLE 4

### IMPLEMENTATION OF THE PROJECT

**4.01 The Project.** (a) The Redeveloper agrees to undertake the Project. The Redeveloper further agrees that, notwithstanding the Redevelopment Law, it is the Redeveloper's sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of existing utilities in order to complete the Project as provided by this Redevelopment Agreement. Redeveloper shall exercise reasonable efforts to ensure the effective coordination between the Onsite and Offsite Project Improvements and shall reasonably cooperate with the Village to ensure that the implementation of the Project does not unreasonably interfere with the operation of existing utilities. Redeveloper agrees to provide all performance and maintenance bonds as required by any Governmental Body, utility company, or pursuant to Applicable Laws. The Village shall work cooperatively with the Redeveloper to the extent reasonably necessary and appropriate, in the Village's reasonable discretion, to effectuate the acquisition, location, and implementation of public utilities necessary for the Project. Notwithstanding the foregoing, Redeveloper is primarily and solely responsible for effectuating the acquisition, location, and implementation of public utilities necessary for the Project.

(b) The Village hereby expressly approves the Concept Plan, including, but not limited to, site layout, building configuration, building height, building elevations, materials and all other information shown thereon. Any material modifications to the Concept Plan will require approval of the Village and Redeveloper. Furthermore, Redeveloper acknowledges that it will be required to submit more detailed site plans that comply with the Redevelopment Plan for review and approval by the Planning Board in accordance with the Municipal Land Use Law and to comply with the provisions of such approval.

(c) The Project shall be constructed in accordance and in conformance with this Redevelopment Agreement, the Redevelopment Plan, attached hereto as **Exhibit A**, the Concept Plan, attached hereto as **Exhibit B**, and the terms and conditions of the final site plan approval for PB Application No. 288 currently pending before the Village's Planning Board, including any deviations or bulk variances granted by the Village's Planning Board, which shall consist of: an approximately sixty-one thousand (61,000) square foot mixed-use project consisting of one (1) five-story multi-family residential building with ground floor community use space and parking with a maximum height of sixty-five (65) feet, and including: (i) a maximum of forty-one (41) residential units total<sup>1</sup>, all located above the ground level, and consisting of (a) thirty-three (33) market-rate units, and (b) eight (8) Affordable Units (as hereinafter defined), as described more fully in Section 4.09; (ii) a minimum of two thousand (2,000) square feet (+/- 75 square feet) of commercial space dedicated to the Village rent-free for a minimum period of fifteen (15) years to be used as the Community Artist Incubator Space, as described more fully in Section 4.27 herein and in the Community Artist Incubator Space Agreement (attached hereto as **Exhibit F**) as provided per the Concept Plan to include necessary ADA access restroom facilities; (iii) a minimum of five hundred (500) square feet of wall art space, located on the front façade off the 2<sup>nd</sup> Street Corner, dedicated to the Village (the "**Wall Art Space**"); (iv) on-site ground level in-

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<sup>1</sup> Pursuant to Section 6.2(A)(iv), a unit reserved for building operations staff shall not be counted as part of overall density.

door parking to include a minimum of number of parking spaces with the size, type, number, and distribution of parking spaces to be in accordance with the Redevelopment Plan, provided however, that ten percent (10%) of all parking spaces shall be outfitted with electrical vehicle charging stations to accommodate electric vehicle charging; (v) bike rack and storage areas provided in accordance with the Redevelopment Plan; and (vi) appropriate on-site and off-site infrastructure, amenities and related improvements including but not limited to a rooftop, amenity deck, loading area, second floor terrace area, and lobby. Subsequent to the issuance of a Certificate of Occupancy for the Community Artist Incubator Space and throughout the term of the Village's occupancy of the Community Artist Incubator Space, the Village shall be responsible for insurance, in connection with its occupancy of the Community Artist Incubator Space. The Redeveloper shall not be required to provide any vehicular parking spaces for the Community Artist Incubator Space.

(d) The construction and associated staging of the Project shall not materially interfere with the course of normal operations for the surrounding properties.

(e) The Project shall be built in accordance with current local, state and federal engineering and traffic guidelines and standards, as applicable, and Redeveloper is solely responsible for ensuring that the required permits, consents and approvals are obtained from the Village, or relevant government entity.

**4.02 Project Schedule.** Redeveloper shall diligently proceed with the Project Schedule as set forth in **Exhibit D**, and shall use commercially reasonable efforts to seek to obtain all Government Approvals within the time frames set forth therein. Should Redeveloper have failed to (1) obtain all Government Approvals within the time frames specified in **Exhibit D**; or (2) Commence Construction of the Project within the time frames specified in **Exhibit D**, the Village shall have, subject to the following sentence, the option to terminate this Agreement. Notwithstanding the foregoing sentence, the Village shall reasonably consider a request by Redeveloper to extend certain deadlines set forth above for a reasonable time period, provided that (a) Redeveloper is not able to satisfy such milestone due to matters outside of Redeveloper's reasonable control, (b) Redeveloper pursues the Commencement of Construction in good faith; and (c) Redeveloper is undertaking commercially reasonable measures to satisfy all conditions of the Planning Board resolution of approval as soon as is reasonably practicable. Redeveloper must submit such Project Schedule violations to the Village for review and approval pursuant to Section 5.04 of this Agreement. Should the Village determine that the Redeveloper has satisfied the forgoing criteria, then the Village President shall be authorized to provide, in her discretion, the consent to extend the deadlines in (3) (5) and/or (6) of the Project Schedule by up to one hundred (100) days. A Force Majeure Event shall toll all time periods within this Agreement on a day for day basis with a maximum tolling period of twenty-four (24) months for all Force Majeure Events collectively (the "**Maximum Tolling Period**"). Any request to toll a time period within this Agreement based on Force Majeure Event shall be set forth in writing and supported with reasonable evidence demonstrating the need to toll the Project Schedule. Any other or additional extensions, including Force Majeure Event based extensions beyond the Maximum Tolling Period, require the written approval of the Trustees, which may be withheld in their complete discretion.

**4.03 Project Completion.** Redeveloper agrees to diligently undertake and implement the Project throughout the term of this Redevelopment Agreement and shall complete the Project

including but not limited to the Redeveloper required buildout of Community Artist Incubator Space in accordance with Section 4.27 of this Agreement, and obtain a Certificate of Completion with respect to the entire Project, excluding any tenant buildout of the Community Artist Incubator Space beyond what is required by Redeveloper in Section 4.27 of this Agreement, within timeframes set forth in the Project Schedule attached hereto as **Exhibit D**. Subject to Redeveloper's right to request extensions as set forth in Section 4.02 above, regardless of the cause of delay, whether by Covid-19, Force Majeure or other reason outside of the Redeveloper's Control, should Redeveloper have failed to Commence Construction of the Project in accordance with the timeframe set forth in the Project Schedule attached hereto as **Exhibit D**, or within the Maximum Tolling Period, the Village shall have the option to immediately terminate this Agreement, in its sole and absolute discretion. Should the Village deem it necessary to pursue termination under this Section, the Village shall provide the Redeveloper sixty (60) days written notice.

**4.04 Onsite and Offsite Improvements.** Redeveloper, at Redeveloper's cost and expense, shall provide (a) all necessary engineering studies for, and construct or install all on-site and off-site Village infrastructure improvements or upgrades required in connection with traffic control measures, water service, sanitary sewer service, stormwater management, and flood mitigation measures for the Project, in addition to payment of all required connection fees and (b) at Redeveloper's cost and expense, all sidewalks, curbs, streetscape improvements (including but not limited to street trees and other landscaping), street lighting, and on-site and off-site traffic controls and road improvements for the Project or required due to the impacts of the Project as required by the Redevelopment Plan and final site plan approval.

**4.05 Construction Assurances.** Redeveloper shall, upon Commencement of Construction, proceed diligently to Complete Construction of the Project, subject only to Force Majeure Events, a COVID-19 Delay and delays resulting from the acts or omissions of the Village, utility companies, or outside governmental agencies with jurisdiction over the Project. Upon the Commencement of Construction, Redeveloper shall maintain fencing and wrapping (the "**Construction Fence**") in order to mitigate construction debris surrounding the Property. The Construction Fence shall incorporate attractive wrapping, banners or signage with the approval of the Village Administration, which shall not be unreasonably withheld, and at the expense of Redeveloper. Redeveloper shall have the option to provide attractive wrapping to advertise the Project but shall, at a minimum, provide at least half of the surface area of the fencing on Sloan Street for use by the Village or its designee. To the extent that the Village or its designee desires to utilize the surface area of the fencing on Sloan Street, the Village or its designee shall bear the costs of the design and printing of the Village's decorative wrapping. The Construction Fence shall be kept in place during the duration of construction and until Completion of Construction of the Project, or as may be otherwise directed and approved by the Village Engineer. Neither party shall utilize any of its allocated space for political advertisements advocating for any candidate, initiative or political party and all allocated space shall be for the benefit of the community or advertisement for the Project. The Redeveloper must also provide an architectural rendering of the facades on or before the Commencement of Construction, in a digital form, that may be used by the Village on its website or posted to any other public location at the Village's discretion.

**4.06 Final Inspection; Certificates of Occupancy and Certificates of Completion.** (a) Upon completion of the construction of each portion of the Project, in accordance with the

Governmental Approvals, the Redeveloper shall obtain final inspections as required from the relevant government entity, which may include, as applicable, the Village's Engineer, the Village's Project Manager and/or the Joint Meeting. For the Community Artist Incubator Space, final inspection must include the approval of the governmental entity that will use and/or operate the Public Improvement. Upon Completion of Construction, Redeveloper shall apply to the Village for a Certificate of Occupancy.

(b) Following the issuance of the final Certificates of Occupancy for each portion of the Project and the satisfaction of the terms and conditions of this Redevelopment Agreement with respect to all aspects of the Project, the Village agrees to issue a Certificate of Completion for the Project. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Redevelopment Agreement and the Redevelopment Plan with respect to the obligations of Redeveloper to construct the Project within the dates for completion of same as set forth in the Project Schedule. Within thirty (30) Days after written request by Redeveloper, the Village shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the reasonable opinion of the Village in order for Redeveloper to be entitled to the Certificate of Completion. For avoidance of doubt, the Parties agree that the completion of the Redeveloper required tenant build out of the Community Artist Incubator Space pursuant to Section 4.27 of this Agreement, and the Onsite and Offsite Improvements, are required prior to the issuance of the Certificate of Completion.

**4.07 Village Costs Escrow Account.** This Section 4.07 shall supplement, amend, and supersede that certain "Conditional Redeveloper's Agreement", by and between the Parties (the "**Conditional Redeveloper's Agreement**") upon the Effective Date of this Agreement. With respect to any professional services required by the Village in connection with this Agreement and any other related agreements, documents, or actions which may be necessary relating to the Project until the issuance of the Certificate of Completion for the Project, the Redeveloper agrees that the Village shall be entitled to appoint any reasonably required professionals, including but not limited to the Project Manager, attorneys, development consultants, financial advisors, environmental consultants, engineers, architects, appraisers, etc., to perform such work for the Village as may be required concerning the Project and that the Redeveloper will reimburse the Village in full for such reasonable out of pocket third-party costs incurred by the Village in connection with the Project (the "**Village Costs**"). Redeveloper agrees that such costs also include reasonable third-party costs incurred by the Village, if any, in connection with the Redeveloper's financing of the Project. Pursuant to the Conditional Redeveloper's Agreement, the Village has established an escrow account and the Redeveloper has provided a deposit to fund the costs of the Village's professionals' fees as they accrue, including the payment of all such costs incurred by the Village to negotiate the Conditional Redeveloper's Agreement and draft and negotiate this Agreement. Upon the Effective Date, Redeveloper agrees to renew and replenish the established interest-bearing escrow account (the "**Escrow Account**") to the amount of twenty thousand and 00/100 dollars (\$20,000.00). Prior to the Village's withdrawal of funds from the Escrow Account for the payment of Village Costs, the Village shall provide Redeveloper with a copy of each invoice reflecting the Village Costs to be paid. Unless Redeveloper within ten (10) Days of its receipt of any such copy provides a written objection disputing the propriety, reasonableness, or amount of

a Village Cost, the Village shall be free to withdraw funds from the Escrow Account for the payment of such invoiced services. If the Village and the Redeveloper cannot agree on the resolution of a disputed charge, the Parties agree to undertake Dispute Resolution proceedings as set forth in Section 6.10 below. During the pendency of a dispute, the Village shall not pay the disputed charges out of the Escrow Account, but may continue to pay undisputed charges out of the Escrow Account. If, when and as often as may occur that the Escrow Account is drawn down to or below ten thousand and 00/100 dollars (\$10,000.00), the Village shall so notify Redeveloper and Redeveloper shall immediately thereafter provide to the Village an amount sufficient to replenish the Escrow Account to twenty thousand and 00/100 dollars (\$20,000.00) for use in accordance with these terms.

Upon issuance of a Certificate of Completion, or in the event that this Redevelopment Agreement is terminated, then all escrowed monies shall be returned to Redeveloper following the payment from the Escrow Account of the Village Costs incurred up to the time of said Certificate of Completion or termination.

**4.08 Temporary Use of the Community Artist Incubator Space.** The Parties acknowledge that the Redeveloper intends to temporarily utilize the ground floor area intended for the Community Artist Incubator Space during construction as its construction manager's office and, during the lease up of the Project, as its leasing office. The Redeveloper shall apply for a Temporary Certificate of Occupancy as required by the Village for these purposes, which shall not be unreasonably withheld. Upon the earlier of (i) 100% lease up of the Project, or (ii) ninety (90) days from the issuance of a Temporary Certificate of Occupancy for the Redeveloper's temporary leasing office (the "**Leasing Office End Date**"), the Redeveloper shall convert the temporary leasing office to the Community Artist Incubator Space as further described in Section 4.27 of this Agreement within seventy (70) days from the Leasing Office End Date. So long as the Redeveloper's residential units are constructed in accordance with the requirements of the Uniform Construction Code, the Village agrees to issue Final Certificates of Occupancy for such units provided that Redeveloper first applies for and receives a Temporary Certificate of Occupancy for the Redeveloper's temporary leasing office, which shall not be unreasonably withheld. However, the Village may, but is not obligated to, issue a Certificate of Completion for the Project before the Community Artist Incubator Space has been converted by the Redeveloper in accordance with Section 4.27 of Agreement and dedicated to the Village for any buildout as the tenant may undertake.

**4.09 Affordable Housing Obligation.** Twenty percent (20%) of the residential rental units to be constructed shall be maintained as affordable housing (the "**Affordable Units**"), which the Village agrees to apply towards satisfaction of the Village's obligations under the Fair Housing Act, whether under the rules of COAH or otherwise. The bedroom distribution of Affordable Units must comply with, or exceed the requirements, of the Uniform Housing Affordability Controls ("**UHAC**"). Approximately one (1) of the Affordable Units shall be a one-bedroom unit, approximately five (5) shall be two-bedroom units, and approximately two (2) shall be three-bedroom units. For the purposes hereof, all the Affordable Units shall be affordable to persons and families of low or moderate income within the meaning of the Fair Housing Act. Redeveloper shall also make a contribution to the Village of Twenty Thousand Dollars (\$20,000.00) (the "**Offsite Affordable Housing Payment**") representing a financial contribution in respect of affordable housing constructed off site for an additional Two Tenths (.2) of a unit at One Hundred

Thousand Dollars and 00/100 dollars (\$100,000.00) per unit, payable fifty percent (50%) no later than the date the Redeveloper receives the first building permit for any portion of the Project and the remaining fifty percent (50%) percent upon issuance of Certificates of Occupancy for fifty percent (50%) of the residential units in the Project. The Redeveloper agrees to be responsible for administration of affordable housing, including, but not limited to, making determinations of eligibility and priority of applicants with respect to the Affordable Units in the Project. If available, the Redeveloper may utilize the Village's administrative agent for this purpose, provided that Redeveloper reimburses the Village for all the Village's expenses incurred in connection therewith. The Affordable Units must: be located on the Property as part of the building, not be concentrated to one residential floor; or have separate entrances from the market rate units; and a unit reserved for building operations staff shall not be counted as part of overall density.

**4.10 First Source Employment.** Redeveloper shall make reasonable efforts, and shall provide in its contracts with its contractors and subcontractors that they must make reasonable efforts, to employ Village residents and patronize Village businesses if possible in the implementation and construction of the Project, on economically competitive terms and consistent with the Project budget. Redeveloper shall notify local residents of the pendency of the Project by way of advertisements or stories in local publications, which shall contain contact information in the event any local residents or businesses wish to apply or bid for work connected to the Project.

**4.11 Maintenance and Landscaping.** Redeveloper shall keep the Property free from any substantial accumulation of debris or waste materials and shall maintain in good condition any landscaping, street trees, lights, art, street furniture, bike racks and amenities required under any applicable approved final site plan.

**4.12 Neighborhood Impacts.** Redeveloper acknowledges that the construction of the Project may have certain impacts on the neighborhoods in the vicinity of the Project. Although it is anticipated that the Project will provide many positive effects on the community, it is also recognized that it may result in some temporary inconveniences during the time that construction is underway. Therefore, Redeveloper shall take reasonable steps in order to minimize any material negative effects that the construction of the Project may produce. As a result, the Village and Redeveloper agree herein to address the reasonable concerns of the surrounding neighborhoods in order to assure the citizens of the Village that reside in those neighborhoods that the Project will be completed with minimum inconvenience as is practicable. Requests made in writing by the Redeveloper to the Village Engineer for permission to conduct construction activities outside the hours permitted by Village code will be considered on an individual and case by case basis. Redeveloper may only conduct construction activities outside the hours permitted by the Village Code if Redeveloper receives prior written authorization from the Village Engineer.

**4.13 Traffic.** In the discretion of the Planning Board's professional staff, the Redeveloper shall include traffic analyses and information regarding traffic, as approved by the Village Engineer, in the site plan application for the Project, and will provide any additional required information to the Planning Board in connection with its application for site plan approvals and shall comply with the conditions of site plan approvals with regard to traffic both during construction and thereafter, including without limitation the impact on traffic caused by courier and delivery services to the Property. Without limiting the foregoing, Redeveloper agrees to: work closely with the Village and to comply with all Village ordinances to mitigate the impact

of construction vehicles on traffic around the Property during construction and related concerns, use commercially reasonable efforts to minimize the traffic effects of the Project upon the surrounding neighborhoods, provide a specified location for loading either onsite or on-street in a location satisfactory to the Village both during construction and thereafter. Any such traffic analyses shall require coordination with the redevelopment and development occurring within the Village. Redeveloper understands and agrees that the location and size of onsite or on-street loading shall be reviewed and agreed upon with the Village, in consultation with the Village professionals, and shall be more specifically set forth in and made part of the final site plan approval.

**4.14 Illumination, Noise and Pollution.** Redeveloper is mindful of the size of the Project and the potential effects that the construction of such an undertaking may have on the surrounding communities. Therefore, Redeveloper agrees that it will take reasonable steps to minimize the passage of excessive or unwarranted illumination, noise or pollution into the surrounding communities during construction. Redeveloper shall take reasonable measures to ensure that the improvements on the perimeter of the Property shall not be damaged or materially disturbed. Redeveloper commits to follow all applicable construction laws, regulations and standards in the industry to address these concerns and furthermore commits to having a program in place, prior to the Commencement of Construction, to reasonably address such concerns.

**4.15 Security and Safety.** Redeveloper further commits to be cognizant of and address reasonable traffic safety issues by complying with all applicable traffic safety provisions both during and after construction of the Project.

**4.16 Parking During Construction.** Redeveloper shall be responsible for preparing pedestrian and parking detour plan(s) for use during construction and shall provide testimony on such plans as part of the site plan application. Redeveloper acknowledges that it is unlikely that sufficient on-site parking will be available for construction workers during construction of the Project and agrees that Redeveloper and its subcontractors will be responsible, at their own cost, for making arrangements for off-site parking to the extent required. Notwithstanding the foregoing, the Village shall cooperate with Redeveloper to the extent feasible in its efforts to provide parking for construction workers during the construction of the Project. In addition to the foregoing, the Redeveloper shall be permitted to use the Village owned lot adjacent to the Property commonly known as 13 2<sup>nd</sup> Street (Block 1906, Lot 12) (as described in greater detail in the **Exhibit G** attached hereto, the "**Village Lot**") for the use of parking and staging construction materials including materials, equipment and a trailer during Construction upon the terms and conditions set forth in a Village Lot lease agreement (the "**Village Lot Lease Agreement**"), which shall include the following material terms: (i) the Village shall lease the Village Lot to the Redeveloper from the Effective Date until the earlier date of: (a) two (2) years from the effective date of the Village Lot Lease Agreement, or (b) termination of this Agreement (the "**Village Lot Lease Term**"); (ii) include as an exhibit, a concept plan for the leveling, paving, curbing, striping, and finishing of the Village Lot (the "**Village Lot Plans**") prepared by the Redeveloper at its sole cost and expense, and approved by the Village officials prior to entering into the Village Lot Lease Agreement, (iii) as consideration for Redeveloper's use of the Village Lot, the Redeveloper agrees to, at its sole cost and expense level, pave, curb, stripe, and finish the Village Lot in accordance with the Village Lot Plans within ninety (90) days following the Redeveloper's use of the Village Lot; (iv) Redeveloper's obligation to build out the Village Lot, as set forth in Section 4.16 (iii), shall become

a binding obligation of Redeveloper upon the commencement of the Village Lot Lease Term; (v) Redeveloper shall be required to obtain customary insurance in connection with its use and build out of the Village Lot; (vi) Redeveloper agrees to indemnify, defend, and hold the Village and the Village Indemnified Parties harmless in connection with Redeveloper's use and build out of the Village Lot; (vii) in the event Redeveloper does not complete construction of the Project within the Village Lot Lease Term, Redeveloper agrees to pay the Village, as rent, Ten Thousand Dollars (\$10,000.00) per month for use of the Village Lot until the build out of the Village Lot is complete; and (viii) in the event Redeveloper does not complete the build out of the Village Lot within ninety (90) days from the end of the Village Lot Lease Term, then Redeveloper agrees to pay the Village, as rent, Ten Thousand Dollars (\$10,000.00) per month for use of the Village Lot until the build out of the Village Lot is complete.

**4.17 Rodent, Insect and Animal Control.** Redeveloper will take reasonable steps to minimize and control the migration of rodents, insects, or other animals from the Property during the construction of the Project. Redeveloper will undertake to provide controls in accordance with all Applicable Laws and other construction standards such that the issue of rodent, insect and animal control is reasonably addressed prior to the Commencement of Construction. Redeveloper agrees to coordinate this effort with the Village's Department of Health.

**4.18 Grant of Easements.** Each Party shall grant to the other the temporary and permanent easements, subject to the approval of Redeveloper's mortgagees, which are necessary for access and for the proper functioning of utility and drainage systems, for access and parking, and for roadway access, and as are otherwise necessary to facilitate construction and operation of the Project as contemplated by the Governmental Approvals.

**4.19 No Reliance on Other Investigations.** Redeveloper further agrees, acknowledges and represents that, subject to the terms hereof, Redeveloper is entering into this Redevelopment Agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this Redevelopment Agreement solely in reliance on and as a result of Redeveloper's own investigations and efforts and at Redeveloper's sole risk, understanding that any such investigations, examinations and inspections may not reveal any or all adverse or existing conditions, aspects or attributes related to the redevelopment to the Property.

**4.20 Execution of Documents.** Redeveloper shall, in order to effectuate the purposes of this Redevelopment Agreement, make, execute, acknowledge and deliver any commercially reasonable contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Project in accordance with the terms of this Redevelopment Agreement and all necessary Governmental Approvals.

**4.21 Delivery of Consultants' Reports.** Upon request of the Village, Redeveloper agrees to promptly deliver to the Village copies of any surveys, reports, analyses, test results and other written reports or documents prepared for Redeveloper by any consultant with respect to the Property, including, but not limited to, wetlands investigations, surveys, engineering analyses, utility capacity analyses and the like.

**4.22 Fees.** Redeveloper shall be subject to normal and customary application fees for Village approvals and review processes for the Governmental Approvals for the Project, as well as normal and customary Building Permit fees.

**4.23 Redeveloper's Equity.** Redeveloper shall commit the requisite equity and obtain sufficient debt financing in order to finance the Project.

**4.24 Redeveloper Environmental Compliance.** (a) Redeveloper agrees that Redeveloper and its Affiliates, representatives, agents, employees, lessees, contractors and others performing work for or on behalf of Redeveloper shall not, except as reasonably required in connection with the construction and operation of the Project, use, store, dispose of, generate, discharge, release or handle Hazardous Substances on or about the Project, and that all activities performed by such Persons on the Property shall be performed in compliance with Environmental Laws.

(b) If reasonably necessary for the Village's review to cooperate, opine on or approve any aspect of the Project, Redeveloper agrees to provide to the Village true and complete copies of any environmental reports, test results or other documents received by Redeveloper or sent to the NJDEP or any other Governmental Body with regard to the presence of Hazardous Substances on the Property.

**4.25 Village Cooperation.** In accordance with Applicable Law, the Village shall cooperate with and assist Redeveloper so as to enable Redeveloper to implement, develop and complete the Project in accordance with the Concept Plan and to otherwise perform Redeveloper's obligations and responsibilities under this Redevelopment Agreement. This cooperation shall include, but not be limited to, (a) review of all Building Permits over which the Village or any of its agencies or offices has jurisdiction, (b) working with the Redeveloper on that portion of the façade of the Project that will be utilized as Wall Art Space (c) assisting Redeveloper in obtaining Governmental Approvals, including without limitation, action by the Planning Board in connection with site plan and subdivision applications filed by Redeveloper in connection with this Redevelopment Agreement, (d) amending the Redevelopment Plan to incorporate changes that are mutually agreed upon by the Village and Redeveloper with payment of the fee required by the Redeveloper pursuant to the Redevelopment Plan, and (e) the exercise of such other actions pursuant to the Redevelopment Law as may be reasonably necessary to carry out the purpose and intent of this Redevelopment Agreement. Nothing herein, however, shall constitute a guaranty or a warranty by the Village that the Redeveloper will obtain site plan approval from the Planning Board, or any other Governmental Approvals, including any county approvals, if required.

**4.26 Redeveloper Quarterly Tax Payment.** Redeveloper intends to apply to the Village for approval of a financial agreement for the Project (the "**Financial Agreement**") providing for, among other things, payments in lieu of taxes pursuant to *N.J.S.A. 40A:20-1 et seq.* (the "**PILOT**"). In the event that the Village fails to duly approve and execute a Financial Agreement for the Project in a form satisfactory to Redeveloper, within sixty (60) days following such failure to execute a Financial Agreement, or at such time as otherwise reasonably agreed upon by the Parties, then Redeveloper may elect to terminate this Agreement by providing Notice to that effect to the Village. Upon such termination, this Agreement shall be void and of no further force and effect and neither party hereto shall have any rights, liabilities and/or obligations hereunder.

#### **4.27 Community Artist Incubator Space.**

(a) **Artist Incubator Space Agreement.** The Village shall have the right to, subject to provisions set forth in the Community Artist Incubator Space Agreement, lease up to two thousand (2,000) square feet (+/- 75 square feet) of ground-floor commercial/retail on the Sloan Street frontage from Redeveloper (the “**Community Artist Incubator Space**”) for a term of fifteen (15) years (the “**Initial Term**”) commencing upon Project Completion. The Parties agree to enter into the Community Artist Incubator Space Agreement, setting forth the terms and condition of the Village’s use of the Community Artist Incubator Space which shall include the following material terms: (i) during the Initial Term, the Village shall pay the Redeveloper, as rent, one dollar (\$1.00) annually for the Community Artist Incubator Space and Redeveloper agrees to pay for all customary utilities for the Community Artist Incubator Space and one (1) kiln; (ii) the Village shall have two (2) consecutive options to extend the term of the lease by five (5) years at market rate rent for a space with a similar type of use; (iii) the Village must provide Redeveloper with twelve (12) months written Notice of its intent to exercise either option with a proposed base rent; (iv) in the event the Parties cannot agree to market rate rent, based on spaces with a similar type of use, during any lease extension, the Parties agree to pursue ‘Final-offer’ arbitration to establish the rental amount for the new term; (v) Tenant shall be responsible for operating expenses and real estate taxes for the Community Artist Incubator Space during any option term; (vi) the Village may use the Community Artist Incubator Space for any lawful purpose; provided, however, that glass blowing will not be permitted in the Community Artist Incubator Space; and (vii) the Redeveloper further agrees to contribute towards the construction of the Community Artist Incubator Space in accordance with Section 4.27 (b) and pay the Village the Community Artist Incubator Space Payment in accordance with Section 4.27 (c). Redeveloper’s total contribution towards the Community Artist Incubator Space amounts to approximately Two Hundred Ninety-Five Thousand and 00/100 dollars (\$292,500.00) which is inclusive of Redeveloper’s estimated construction costs of the Community Artist Incubator Space set forth in Section 4.27 (b) and the Community Artist Incubator Space Payment set forth in Section 4.27 (c).

(b) **Redeveloper’s Construction of the Community Artist Incubator Space and Delivery to the Village.** Redeveloper, at its sole cost and expense, agrees to complete construction of the following items prior to delivering the Community Artist Incubator Space to the Village: a finished interior, including block walls, fire sprinklers, finished ADA compliant bathroom(s), heating and cooling HVAC system, electrical to code including electrical outlets, suspended ceiling lighting, sheetrock perimeter walls, installation of interior walls, doors and trim and painting of same, a kitchenette per plans with upper and lower cabinets and an art sink in a cabinet, reinforcing a wall to accept a future partition, a ventilation hood and a chase up to the roof with an exhaust fan, a bank of lockers for artist storage space, and a finished concrete floor. Redeveloper’s obligation to construct the aforementioned construction items shall not be affected by any increase or decrease in construction costs. The final floor plan of the Community Artist Incubator Space, including, but not limited to, location and materials to be used in constructing plumbing, rest rooms, lockers, kitchenette, cabinets, lighting and electrical fixtures shall be approved by and coordinated with the Village prior to installation by Redeveloper. Redeveloper shall complete the buildout of the Artist Incubator Space no later than seventy (70) days from the Leasing Office End Date. Should the approved design and drawings as part of the final site plan approval for the

Community Artist Incubator Space conflict with the text of this Agreement, the approved design and drawings as part of the final site plan approval shall govern.

(c) **Community Artist Incubator Space Payment.** Redeveloper agrees to make a one-time non-refundable monetary contribution upon receipt of the first building permit for the Project in the amount of Forty Thousand and 00/100 dollars (\$40,000.00) (the “**Community Artist Incubator Space Payment**”) to the Village for the purposes of any additional build-out of the Community Artist Incubator Space or for use by the Village in connection with its use or occupancy of the Community Artist Incubator Space. The Parties may agree to incorporate terms for Redeveloper’s construction of additional “tenant improvements” in the Community Artist Incubator Space, which would require additional consideration on the part of the Village. The Village may use the Community Artist Incubator Space Payment towards any additional “tenant improvements” agreed upon between the Parties.

## ARTICLE 5

### PROJECT OVERSIGHT

**5.01 Progress Meetings.** At the request of the Village, Redeveloper agrees to attend and participate in progress meetings not less frequently than quarterly with representatives of the Village, including but not limited to the Project Manager, to report on the status of the Project and to review the progress under the Project Schedule, as the same may be amended from time to time by Redeveloper and the Village. The meetings shall be held at the Village's Municipal Building or other convenient location in the Village during regular business hours or at such other time as the Parties deem mutually convenient. Prior to the meetings and upon reasonable notice to Redeveloper, representatives of the Village may visit the Project to inspect the progress of the work. Redeveloper shall prepare the agenda for the progress meetings in advance (which shall include, *inter alia*, any agenda items reasonably requested by the Village) and shall provide information to the Village at the meetings regarding the progress of the Project, including but not limited to, Governmental Approvals, submissions, financial commitments, construction of the Project, compliance with the Redevelopment Plan and activities concerning marketing and leasing. At the meeting, this information will be evaluated by the Village to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule.

**5.02 Project Manager and Village Observations.** Representatives of the Village may after notice and providing insurance reasonably visit the Property at intervals appropriate to the stage of construction of the Project, or as otherwise agreed with the Village, to become generally familiar with the progress and quality and portion of the Project completed, and to determine in general if the portion of the Project observed is being performed in a manner indicating that the Project, when fully completed, will be in accordance with this Redevelopment Agreement, the Concept Plan, and the Redevelopment Plan. The Project Manager shall perform, or cause to be performed, such observations of the Project as are reasonably necessary or requested by the Village, and shall make recommendation to the Village for approval, modification, or denial of any portion of the Project based upon such observations. The cost of such observations shall be borne by the Redeveloper in accordance with any agreement between the Village and the Project Manager. No recommendation of the Project Manager to the Village shall relieve the Redeveloper from completing the Project in accordance with this Redevelopment Agreement, the Concept Plan, and the Redevelopment Plan unless otherwise agreed to in writing by the Redeveloper and Village. For deliverables not subject to Village inspection and acceptance, Redeveloper shall certify to the Village that the work has been performed and inspected and deemed acceptable by the applicable third-party utility provider responsible for such deliverables.

**5.03 Progress Reports.** Redeveloper shall submit to the Village a quarterly written progress report, in the form attached hereto as **Exhibit F**, at the request of the Village (or more frequent Progress Reports, if requested by the Village, provided that in no event shall such reports be required more than monthly), which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed.

**5.04 Project Schedule Violations.** If Redeveloper fails to meet a deadline in the Project Schedule and is notified of same in writing by the Village, or Redeveloper conclusively determines between progress meetings that it will fail to meet the Completion Date or a deadline in the Project Schedule, Redeveloper shall promptly provide Notice to the Village stating: (a) the reason for the failure to complete the applicable task, (b) Redeveloper's proposed method for correcting such failure, (c) Redeveloper's schedule for completing such task, and (d) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant date and meet the Completion Date. This Section shall not in any way limit the rights of the Village under any other applicable provisions of this Agreement.

## ARTICLE 6

### EVENTS OF DEFAULT; TERMINATION

**6.01 Events of Default.** Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension, a COVID-19 Delay, and tolling as may be provided elsewhere in this Redevelopment Agreement:

(a) Redeveloper’s failure to observe or perform any material covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Redevelopment Agreement as a “Default” or a “default” (any such failure, Default or default being hereinafter referred to as a “**Default**”), and except as otherwise specified below the continuance of such Default for a period of sixty (60) Days after Notice from the Village specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied within sixty (60) Days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable and the Default does not relate to the Redeveloper’s failure to satisfy the Project Schedule. The Redeveloper’s failure to meet the deadlines (subject to any applicable cure period or tolling period as permitted by this Agreement) set forth in the Project Schedule shall be either i.) just cause for termination of this Agreement by the Village or ii.) be waived by the Village, in which case the parties shall modify the Project Schedule through an amendment of this Agreement.

(b) Redeveloper’s failure or refusal to make any payment or deposit of funds required hereunder as when required.

(c) (i) 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 Redeveloper; or (iii) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors.

(d) Redeveloper (i) fails to perform its obligations with respect to the implementation of the Project in accordance with this Redevelopment Agreement, including but not limited to failure to Commence Construction or Complete Construction in accordance with this Redevelopment Agreement; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Village for a period of time in excess of sixty (60) days.

(e) Redeveloper’s failure to pay or delinquency in the payment of real property taxes or assessments when due, which failure or delinquency is not cured within thirty (30) Days of Notice by the Village (provided that Redeveloper shall have the right to contest such taxes or assessments in accordance with Applicable Law).

(f) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Village, immediately upon

cancellation or termination thereof if not replaced with no resulting gaps in coverage within ten (10) Days after receiving Notice from the Village.

**6.02 Remedies Upon Event of Default.** Whenever any Event of Default of Redeveloper shall have occurred and is not cured within the applicable cure period, the Village may, on written notice to Redeveloper, terminate this Redevelopment Agreement and Redeveloper's designation as redeveloper hereunder, and take whatever other 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 Redeveloper under this Redevelopment Agreement.

**6.03 Delivery and Assignment of Plans upon Termination.** In the event of a termination of the Redeveloper as redeveloper, Redeveloper shall promptly deliver to the Village copies of any Governmental Approvals, surveys, studies, tests, investigations, existing conditions reports including, but not limited to, environmental and traffic reports, permits, approvals and applications for permits approvals or utility capacity; including, but not limited to, electronic versions where applicable, prepared by Redeveloper in connection with the Project, the Redevelopment Plan, or the Redevelopment Area.

**6.04 Force Majeure Extension.** For the purposes of this Redevelopment Agreement, except where otherwise specified, neither the Village nor Redeveloper shall be considered in breach or in default with respect to its respective obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Village or Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. For the elimination of doubt, the absence of a reference to a Force Majeure Event as to the time for performance of any obligation shall not be construed to mean that such time for performance is not subject to extension for a Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event.

**6.05 No Waiver.** Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the Village or Redeveloper in asserting any of its rights or remedies as to any default by the other, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Village or Redeveloper, as applicable, 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.

**6.06 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.

**6.07 Termination Rights Related to Litigation.** If third party litigation is commenced challenging the validity of (a) the designation of the Redevelopment Area, (b) the Redevelopment Plan, or (c) execution of this Redevelopment Agreement by the Village, the commencement of

such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions this Redevelopment Agreement; provided, however, that (i) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written notice to the other; provided, however, that a termination by the Village shall not be effective if Redeveloper, within ten (10) Days after receipt of Village's notice agrees to proceed with the Project notwithstanding such determination in favor of the plaintiff; or (ii) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least twenty-seven (27) months from the date the complaint was filed, then Redeveloper may elect to terminate this Redevelopment Agreement.

**6.08 Certificate of No Default.** Either Party hereto shall deliver to the other, upon written request, a certificate signed by a duly authorized officer to the effect that the certifying Party is not aware of any condition, event or act which constitutes a violation of this Redevelopment Agreement or which would constitute an Event of Default hereunder and no condition, event or act exists which, with notice or lapse of time, or both, would constitute such a violation, or Event of Default, or if any such condition, event or act exists, specifying the same (the "**Certificate of No Default**"). A Certificate of No Default shall be provided within fourteen (14) Days after a request for such Certificate of No Default is made.

**6.09 Village Events of Default.** Village's failure to observe or perform any covenant, condition, representation, warranty or agreement hereunder and except as otherwise specified below the continuance of such failure for a period of thirty (30) Days after Notice from the Redeveloper specifying the nature of such failure and requesting that such failure be remedied shall constitute a "**Village Event of Default**" hereunder; provided, however, if the failure is one that cannot be completely remedied within thirty (30) Days after such Notice, it shall not be a Village Event of Default as long as Village is proceeding in good faith and with due diligence to remedy the same as soon as practicable.

**6.10 Dispute Resolution.** In the event of a breach or alleged breach of this Redevelopment Agreement by any of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein (any of the foregoing, a "**Dispute**"), then the Parties shall submit the Dispute to mediation. The Parties agree that the mediation will be before a retired judge of the Superior Court of New Jersey agreed upon by the Parties within ten (10) Days after request by either Party upon occurrence of a Dispute, or if the Parties fail to so agree, a retired judge of the Superior Court appointed by the Assignment Judge of Essex County upon application of either Party. The Parties agree to engage in good faith in the mediation effort to seek resolution of the disagreement. The good faith obligation shall require, as a condition precedent to commencement of any arbitration other than one seeking emergent relief, participation of up to six (6) hours at a mediation session conducted by the Mediator at a time and place fixed by the Mediator, all to occur within thirty (30) Days after appointment of the Mediator. The Parties further agree that the mediation procedure is voluntary and non-binding (beyond good faith obligation described in the previous sentence). Following good faith participation, either Party may at any time terminate the mediation proceeding with or without cause. The Mediator shall also have the right to terminate the mediation if the Mediator shall determine that the efforts

to reach a settlement are likely to be futile. The Parties agree to share the burden of the Mediator's compensation equally and each agrees to pay its share pursuant to the Mediator's invoice to be rendered at completion or termination of the mediation process. To the extent not expressly modified by provisions of this Article, the American Arbitration Association Mediation Rules are incorporated herein and as a part of this Article shall govern the Parties and the Mediator in the conduct of the mediation proceeding. Except in cases where emergent injunctive relief is required, the resort by a Party to any arbitration for relief pertaining to this Redevelopment Agreement before completion of good faith participation in the mediation process called for herein shall constitute an immediate and material breach of this Redevelopment Agreement by such Party.

If a Dispute is not resolved by mediation as provided above, or requires injunctive emergent relief, the Parties agree that the matter shall be submitted to an arbitrator mutually selected and agreed to by the Parties. If the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator, who in turn will mutually select a third arbitrator. The arbitrator retained to resolve the Dispute shall abide by the rules and regulations of arbitration as set forth and/or followed by the American Arbitration Association in the State of New Jersey in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing Party. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a Dispute or breach occurs. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof.

## ARTICLE 7

### CONTROL OF REDEVELOPER; TRANSFERS OF INTERESTS; QUALIFIED ENTITY; PERMITTED TRANSFERS

**7.01 Control of Redeveloper; Transfers of Ownership Interests in Redeveloper.** (a) Redeveloper represents and agrees that, except as provided otherwise in this Section 7.01, at all times during the term of this Redevelopment Agreement, the members set forth on **Exhibit A** shall have Control, directly or indirectly, of Redeveloper. Except as provided otherwise in this Section, nothing in this Redevelopment Agreement shall be deemed to restrict the ability of Redeveloper or its members or Persons Controlling a beneficial interest in Redeveloper to transfer beneficial interests in Redeveloper directly, or in trust, to (i) Affiliates of any such members or Persons, or (ii) family members, an entity owned by family members, or charities; provided that after such transfer(s), the members set forth on **Exhibit A** retain Control of Redeveloper.

(b) Except as otherwise provided in Section 7.01(a) and (c), in the event that any member of Redeveloper seeks to transfer their interest in the Redeveloper to one or more other Persons, such that after such transfer(s) the members set forth on **Exhibit A** hereto will no longer have Control of the Redeveloper, then before consummating such transfer(s), the Redeveloper must obtain the written consent of the Village to such transfer(s). In the event the members set forth on **Exhibit A** seeks to transfer an interest in the Redeveloper to any other Person other than as provided for in Section 7.01(a) or (c), such Person must be a Qualified Entity. Such transfer of interest may only be consummated if, after such transfer takes effect, (i) a Qualified Entity retains not less than a fifty percent (50%) ownership interest in the Redeveloper as determined under the operating agreement of the Redeveloper, (ii) a Qualified Entity retains the right to exercise Control of the Redeveloper, and (iii) a Qualified Entity retains Control over the day to day operations of the Redeveloper, all pursuant to the operating agreement of the Redeveloper. Notwithstanding anything contained herein to the contrary, in the event there is any amendment, termination, or supplement to the operating agreement of the Redeveloper in connection with a change in Control of Redeveloper, the Redeveloper shall deliver to the Village notice of such amendment, termination or supplement.

(c) Notwithstanding anything to the contrary contained herein, the following transfers shall be permitted without Notice to, or the consent of, the Village:

(i) any transfer or series of transfers of any direct or indirect ownership interest in Redeveloper, provided that, the members listed on **Exhibit A** hereto shall Control Redeveloper; or;

(ii) any transfer by a member of (or any member or owner of any of the members of) of its membership interests to any other member(s) of the Redeveloper; and

**7.02 Qualified Entity.** A Person who has demonstrated, to the reasonable satisfaction of the Village, with appropriate documentation, that it satisfies the requirements of this Section 7.02 shall be a Qualified Entity; provided, however, that the Village may waive any one or more of the following requirements listed below at any time in its sole discretion:

(a) It has the financial capacity to Commence Construction, Complete Construction and operate the Project, including, without limitation, the capacity and good credit to provide equity, obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Project.

(b) It is able to comply with and conform to all the provisions of this Redevelopment Agreement and the Redevelopment Plan.

(c) It possesses or has the ability to bring to bear the requisite expertise in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance and real estate development necessary to Complete the Project, including comparable development experience with projects that are similar in size, scope and complexity to the Project.

(d) No petition under Federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such Person, or any partnership in which such Person was or is a general partner or any Person in which such Person was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten percent (10%) (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) Days of its commencement) within the ten (10) full calendar years preceding the date of submission of such Person's application for consideration as a Qualified Entity.

(e) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such Person, is not a target of or a potential witness in a criminal investigation.

(f) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the Village or other Governmental Body which has been terminated due to a default by such Person or which is currently the subject of a dispute in which the Village or other Governmental Body alleges such default, nor is such Person an adverse party in any currently pending litigation involving the Village or other Governmental Body.

(g) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or state law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision.

(h) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any Village, state, or Federal ethics law and entering into the proposed transaction with the Redeveloper and/or the Village will not cause any such violation or result in a conflict of interest.

**7.03 Redeveloper Certification.** On or before each anniversary of the Effective Date, the Redeveloper shall provide the Village with a certificate (a) indicating that the Redeveloper continues to be in compliance with the requirements of Section 7.01 (a) as of the date of such certificate and (b) affirming the Redeveloper representations and warranties as set forth in Section 2.03.

## ARTICLE 8

### FINANCING PROVISIONS

**8.01 Redeveloper Financing.** From and after the date that Redeveloper acquires the Property, Redeveloper shall not engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Property, except as may be reasonably required for the acquisition, development, and construction of the Project or the continued operation of the Project or portion thereof after the Completion of Construction, provided, however, that upon the issuance of a Certificate of Completion, such prohibition shall no longer apply with respect to the corresponding portion of the Project. Village acknowledges that Redeveloper intends, and is permitted under this Redevelopment Agreement, to obtain construction mortgage financing for all or part of the costs of acquisition, development, construction and operation of the Project. Redeveloper shall notify the Village within twenty (20) days of obtaining such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Property or the Project or any part thereof (the mortgagee thereunder or its Affiliate, a “**Holder**”).

**8.02 No Termination for Mortgage Default.** This Redevelopment Agreement, as an arrangement made by a Governmental Body pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the Project, as though such default or foreclosure had not occurred, except as specifically provided herein.

**8.03 Cooperation.** To the extent reasonably requested by Redeveloper or any Holder, the Village shall execute an estoppel certificate, recognition agreement, attornment agreement and or such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Village) as may be requested or required by any Holder; provided, however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of Redeveloper or the Village under this Redevelopment Agreement.

**8.04 Notice of Default to Holder and Right to Cure.** Whenever the Village shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Redevelopment Agreement, the Village shall at the same time deliver to each Holder a copy of such notice or demand, provided that Redeveloper has delivered to the Village a written notice of the name and address of such Holder. Each such Holder shall have the right at its option within one hundred twenty (120) Days after the receipt of such notice, to cure or remedy, or to commence to cure or remedy, any such default which is subject to being so cured.

**8.05 No Guarantee of Development, Construction or Completion of the Project.** A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to develop, construct or complete the Project (or portion to which its mortgage relates), or to guarantee such development, construction or completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Notwithstanding the foregoing, nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the development, construction or completion of the Project, or portion to which its

mortgage relates (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made), without the Holder first having expressly assumed Redeveloper's obligations to the Village going forward from and after the date of such assumption with respect to the Project (or portion to which its mortgage relates) by written agreement satisfactory to Village and the Holder, and subject to the transfer provisions of redevelopment rights set forth herein in Article 8.

**8.06 Foreclosure.** If a Holder forecloses its mortgage secured by the Property (or portion to which its mortgage relates), or takes title to the Property (or portion to which its mortgage relates) by deed-in-lieu of foreclosure or similar transaction (collectively a "**Foreclosure**"), the Holder shall have the option to either (a) sell the Property and the Project to a responsible Person reasonably acceptable to the Village, which Person shall assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law after approval by the Village, and/or (b) assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law with the approval of the Village and in accordance with Article 7. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Village shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Village pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. In furtherance of the foregoing, the Holder, or the Person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in the manner provided in this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Village that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or Person assuming such obligations of Redeveloper, properly completing the Project, or any portion thereof, shall be entitled to Certificates of Completion in accordance herewith. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements consistent with the Concept Plan or other Plans provided for or authorized by this Redevelopment Agreement.

**8.07 Lender Changes.** If Redeveloper's lender requires a change in the terms of this Redevelopment Agreement, the Village shall reasonably cooperate with Redeveloper in approving and implementing such change, so long as such change does not materially increase the Village's obligations or materially decrease the Village's rights as set forth in the Redevelopment Agreement, or materially change the Concept Plan. In addition, the Village agrees to enter into such agreement as Redeveloper's lender (or its equity participants) may reasonably require provided that such agreement shall not materially increase the Village's obligations or decrease Village's rights in connection with this Redevelopment Agreement, or materially change the Concept Plan.

## ARTICLE 9

### MISCELLANEOUS

**9.01 No Consideration for Redevelopment Agreement.** Redeveloper warrants it has not paid or given, and will not pay or give, any third Person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Village, any money or other consideration for or in connection with this Redevelopment Agreement.

**9.02 Non-Liability of Officials and Employees of the Village.** No member, official, employee or consultant of the Village shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Village, or for any amount that may become due to Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

**9.03 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 Redeveloper and the Village.

**9.04 Exhibits.** Any and all exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

**9.05 Entire Agreement.** This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

**9.06 Severability.** The validity of any Article, Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles, Sections, clauses or provisions hereof.

**9.07 Condemnation/Casualty.** In the event that all or any substantial portion of the Property is condemned or taken by eminent domain by any condemning authority or is damaged or destroyed by casualty: (a) Redeveloper, at its option, may terminate this Agreement by written notice the Village within thirty (30) Days after Redeveloper is notified of the condemnation and Village shall reimburse Redeveloper for all of Redeveloper's costs and expenses incurred prior to the termination in an amount not to exceed the condemnation proceeds received by Village; or (b) prior to Commencement of Construction, Redeveloper may, at its option, terminate this Redevelopment Agreement by written notice to the Village within thirty (30) Days after Redeveloper is notified of the condemnation, taking, damage or casualty. For purposes of this provision "**Substantial Portion**" shall be defined as any portion which is equal to or in excess of ten percent (10%) of the total acreage of the Property or that portion which, in the reasonable opinion of Redeveloper, would prevent the successful Completion of Construction or operation of the Project as envisioned by this Redevelopment Agreement.

**9.08 Litigation.** Redeveloper shall have the right, but not the obligation, to undertake litigation in order to obtain Governmental Approvals with conditions reasonably satisfactory to Redeveloper including, without limitation, the right to litigate to the ultimate decision maker. Any litigation undertaken shall toll the relevant time periods provided for performance by Redeveloper in this Redevelopment Agreement.

**9.09 Village Consultants' Reports and Services.** The Village makes no representations to Redeveloper with respect to the accuracy or validity of any reports, data, documents or services rendered by any of the Village's consultants, advisors or experts.

**9.10 Waivers.** Any right or remedy which any Party may have under this Redevelopment Agreement may be waived in writing by the relevant Party without the execution of a new or supplemental agreement. Except as otherwise provided in this Redevelopment Agreement, said right of waiver shall include the right to waive a default. No waiver made by any Party with respect to the performance, or manner or time thereof, of any obligation of any other Party or any condition to its own obligation under this Redevelopment Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver.

**9.11 No Significance of Party Drafting.** The Parties agree that in the construction or interpretation of this Redevelopment Agreement no significance shall be attributed in presumption or otherwise to the identity of the Party drafting the provision or provisions in question.

**9.12 Successors Bound.** This Redevelopment Agreement shall be binding upon the respective Parties hereto, and their successors and assigns.

**9.13 No Obligation.** The Parties agree that the submission of this Redevelopment Agreement (or any draft, re-draft, or other copy) by one Party to another is not intended by either Party to be an offer to enter into a legally binding contract. Notwithstanding any discussions, memorandum or exchange of correspondence or emails, the Parties shall be legally bound pursuant to the terms of this Redevelopment Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Redevelopment Agreement in a manner acceptable to each of Parties in their respective sole discretion, including, without limitation, all of the exhibits hereto, and each of the Village and Redeveloper have fully executed and delivered to the other (or its attorney) an executed counterpart of this Redevelopment Agreement. Unless and until each of the Village and Redeveloper have fully executed and delivered a counterpart of this Redevelopment Agreement to the other, neither shall have any obligation whatsoever to the other.

**9.14 No Restriction on Police Powers.** Nothing in this Redevelopment Agreement will in any way limit or affect the right of the Village or any municipal board, department, agency, authority, official, or representative to enforce any generally applicable municipal ordinance, regulation, rule, procedure or other requirement, including, but not limited to, with respect to the Project, the Property or Redeveloper.

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

**9.16 Indemnification.** (a) To the fullest extent permitted by law, Redeveloper, for itself and its successors and assigns, covenants and agrees to indemnify and hold harmless and defend the Village, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives, and respective successors and assigns (collectively, the “**Village Indemnified Parties**”) and Redeveloper shall pay any and all liability, actual loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, resulting from claims for personal injury, death and property damage, which the Village Indemnified Parties may sustain, be subject to or be caused to incur (i) due to the negligence or willful misconduct of Redeveloper, its agents, employees or contractors, (ii) a breach of this Redevelopment Agreement by Redeveloper, or (iii) any violation of Applicable Law by Redeveloper, except to the extent any such loss, liability claim or suit is determined to be the result of the negligent or intentional wrongful acts of the Village, or any of the Village Indemnified Parties.

(b) To the fullest extent permitted by law, Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Village, and/or the Village Indemnified Parties related to this Redevelopment Agreement and the Project (excepting that the Parties shall bear their own costs in the event that the Redeveloper’s site plan approvals are challenged by a third party); but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Redevelopment Agreement from its obligation to defend Redeveloper, the Village and any other insured named or named as an additional insured in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorneys’ fees in situations where it is required that the Village engage its own attorneys, experts’ testimony costs and all reasonable costs to defend the Village or any Village Indemnified Party, agents, servants, or employees shall be reimbursed to the Village by Redeveloper in connection with such defense and indemnification claim.

(c) In any situation in which the Village Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the Village Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the Village Indemnified Parties, unless such failure to give prompt notice prejudices Redeveloper. Upon receipt of such notice, Redeveloper shall appear and defend any action or proceeding on behalf of the Village Indemnified Parties, including the employment of counsel reasonably acceptable to the Village Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. All of the Village Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense. Redeveloper shall not be liable for any settlement of any such action effected without its consent; but if settled with the consent of Redeveloper or if there is a final judgment against Redeveloper or the Village Indemnified Parties in any such action, Redeveloper shall indemnify and hold harmless the Village Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Further, Redeveloper shall have the right to settle any such action on behalf of itself and all Village

Indemnified Parties, provided that such settlement (i) is solely a monetary payment, (ii) does not involve the entry of a judgment against the Village or any Village Indemnified Parties and (iii) does not expose the Village Indemnified Parties to any liability, contingent or otherwise. Redeveloper shall indemnify and hold harmless the Village Indemnified Parties from and against any loss or liability by reason of such settlement.

(d) The provisions of Section 9.16 shall survive the termination of this Redevelopment Agreement.

**9.17 No Third-Party Beneficiaries.** This Redevelopment Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

**9.18 Notices.** A notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other (“**Notice**”) shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any Party may, from time to time, designate in writing and forward to the others as provided in this Section 9.18.

*As to the Village:*

Township of South Orange Village

76 South Orange Avenue, Suite 302  
South Orange, New Jersey 07090

ATTN: Village President and Village Administrator

*With a copy to:*

Bhavini A. Doshi, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068

*As to Redeveloper:*

Jeffrey B. Markovitz  
8 Second Street, LLC  
2029 Morris Avenue  
Union, NJ 07083

Michael Markovitz  
8 Second Street, LLC  
2029 Morris Avenue

Union, NJ 07083

*With a copy to:*

Derek W. Orth, Esq.  
Inglesino, Webster, Wyciskala & Taylor LLC  
600 Parsippany Road, Suite 204  
Parsippany, New Jersey 07054

From time to time either Party may designate a different Person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) Days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee.

**9.19 Governing Law.** This Redevelopment Agreement shall be construed and enforced in accordance with the internal laws of the State, without giving effect to the principles of conflicts of law.

**9.20 Counterparts.** This Redevelopment Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

**[END OF AGREEMENT - SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

**Township of South Orange Village**

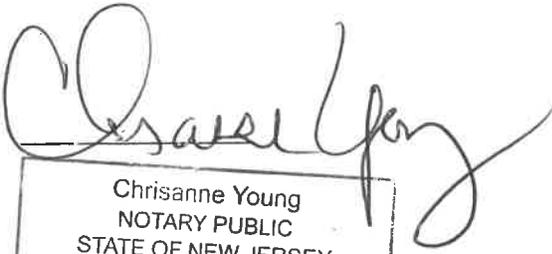
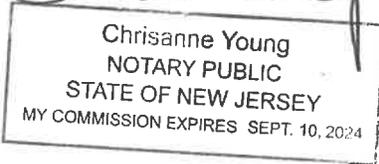
  
Clerk

By:   
Name: Sheena C. Collum  
Title: Village President

SEAL

Witness/Attest:

**8 SECOND STREET, LLC**

By:   
Name: Michael Markovitz,  
Title: Managing Member

**EXHIBIT A**  
**REDEVELOPMENT PLAN**



# SECOND + SLOAN

## REDEVELOPMENT PLAN

THE TOWNSHIP OF SOUTH ORANGE VILLAGE, NJ



UNLOCKING POTENTIAL  
IN PLACES YOU LOVE  
60 Union Street, #1N  
Newark, NJ 07105

Adoption Date: April 26, 2021



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**Acknowledgements**

**Village President**

Sheena C. Collum

**Board of Trustees**

Donna Coallier  
Summer Jones  
Bob Zuckerman  
Karen Hartshorn Hilton  
Walter Clarke  
Steve Schnall

**Planning Board**

Harold Colton-Max, Chairman  
Michael Lerman, Vice Chairman  
Jon Busch-Vogel, Village President Designee  
Bob Zuckerman, Village Trustee  
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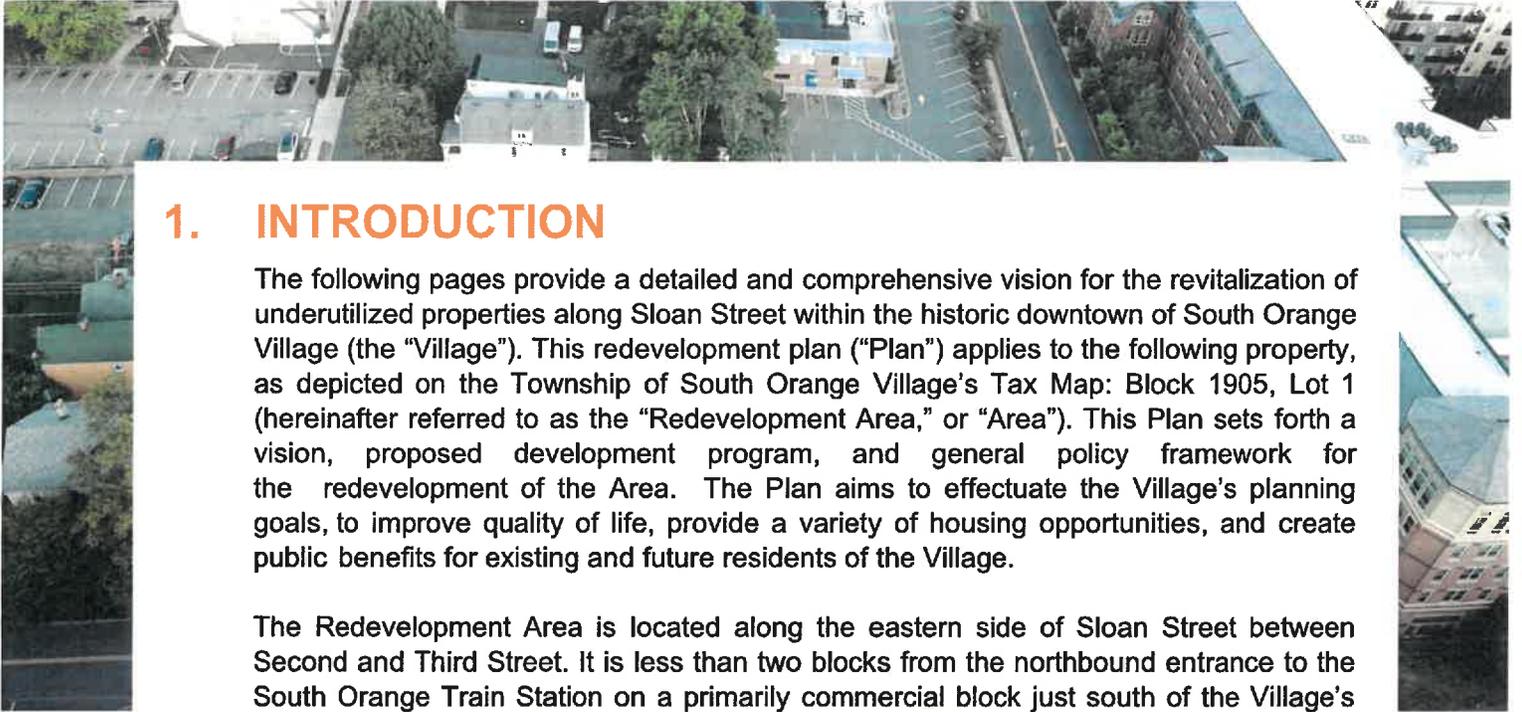
**Prepared by:**



Philip A. Abramson, AICP/PP



Greer Patras, AICP/PP  
NJ Planner License No. 636300



## 1. INTRODUCTION

The following pages provide a detailed and comprehensive vision for the revitalization of underutilized properties along Sloan Street within the historic downtown of South Orange Village (the “Village”). This redevelopment plan (“Plan”) applies to the following property, as depicted on the Township of South Orange Village’s Tax Map: Block 1905, Lot 1 (hereinafter referred to as the “Redevelopment Area,” or “Area”). This Plan sets forth a vision, proposed development program, and general policy framework for the redevelopment of the Area. The Plan aims to effectuate the Village’s planning goals, to improve quality of life, provide a variety of housing opportunities, and create public benefits for existing and future residents of the Village.

The Redevelopment Area is located along the eastern side of Sloan Street between Second and Third Street. It is less than two blocks from the northbound entrance to the South Orange Train Station on a primarily commercial block just south of the Village’s downtown core. Partially because of this convenient and visible location, strategic redevelopment of the Area is essential to the Village’s ability to accomplish its planning goals.

The Township of South Orange Village has determined that the use of the redevelopment powers granted to municipalities under the Local Redevelopment and Housing Law (“LRHL”) (N.J.S.A. 40A:12A-1, et. seq.) would be the most effective approach to revitalize the parcels contained in the Central Business District Redevelopment Area: Sloan Street. Block 1905, Lot 1 is within the existing Central Business District Redevelopment Area which was first established by resolution in early 1996. The original Central Business District Redevelopment Plan was adopted on November 25, 1996 via Ordinance #96-43, and has been updated several times since, with the most recent version being Central Business District Redevelopment Plan dated May 19, 2014. This Redevelopment Plan can be found in Appendix A.

### Redevelopment Plan Objective

This Plan is intended to provide a regulatory framework for a unique redevelopment opportunity within the Village’s bustling Central Business District. With particular attention to site planning, building design, and public improvements, this Plan serves to increase the diversity of residential options to members of the greater South Orange community. The Area’s prominent location within walking distance of major Village assets places additional emphasis on the need for high-quality design of any proposed structures and the continued enhancement of the downtown’s public realm. As such, this Plan will permit a 5-story building with up to 41 residential units and 2,000 SF of ground floor community use space along with several other bulk requirements and design standards. The site design should prioritize components that cater to an attractive and enjoyable pedestrian experience.

Due to the Redevelopment Area's importance to the social and economic condition of South Orange Village, this Plan places a premium on context-sensitive provisions that create benefits for the daily life of the community. Prior to crafting this Plan, the Village embarked on several meetings with stakeholders, including two Development Review Committee meetings, collaboration with local arts organizations, and coordination with South Orange Village Center Alliance, which gave residents and Village stakeholders an opportunity to voice potential concerns, provide design feedback, and help shape the overall character of potential redevelopment.

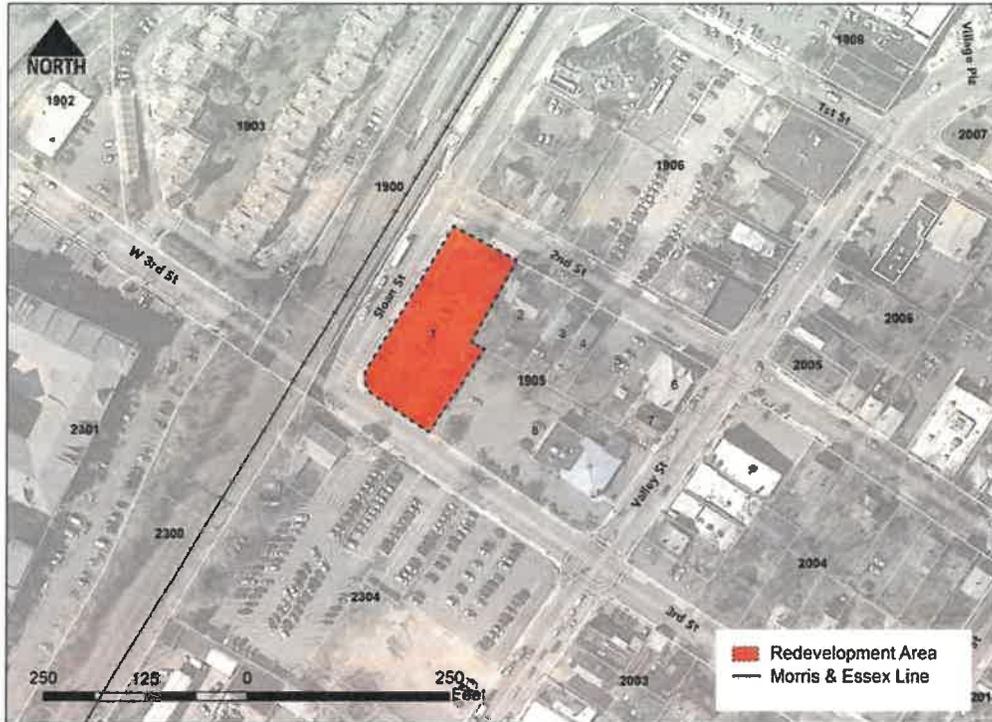
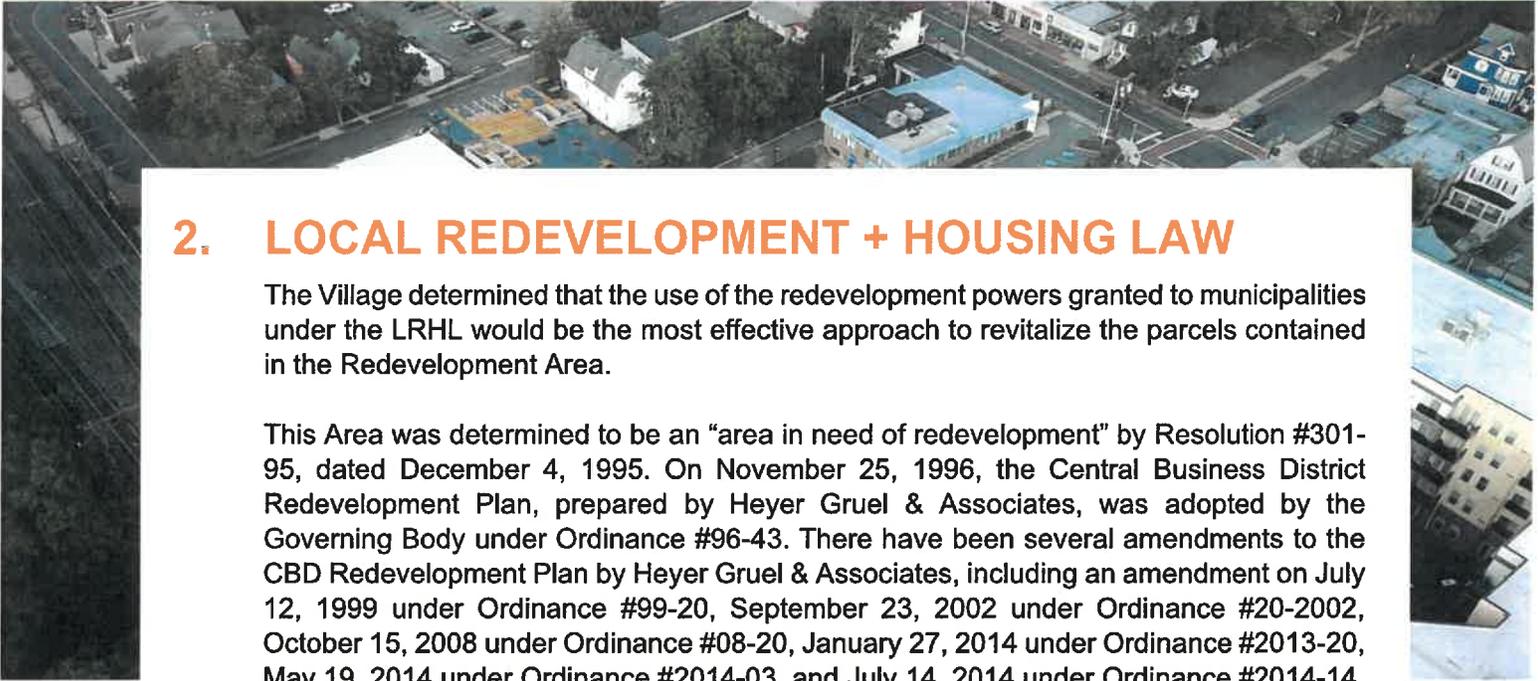


Figure 1: Map of Redevelopment Area

In accordance with the LRHL [N.J.S.A. 40A:12A-7(a)], this Plan establishes the following proposed requirements for the Redevelopment Area:

- A. Development Goals
- B. Land Uses
- C. Bulk Standards
- D. Design Criteria

The provisions set forth in this Plan shall overlay the zoning standards for the designated properties to apply more specific regulation and standards for this particular proposed vision. The Board of Trustees, acting as the Redevelopment Entity, shall make the final determination as to the consistency of a redevelopment project with this Redevelopment Plan.



## 2. LOCAL REDEVELOPMENT + HOUSING LAW

The Village determined that the use of the redevelopment powers granted to municipalities under the LRHL would be the most effective approach to revitalize the parcels contained in the Redevelopment Area.

This Area was determined to be an “area in need of redevelopment” by Resolution #301-95, dated December 4, 1995. On November 25, 1996, the Central Business District Redevelopment Plan, prepared by Heyer Gruel & Associates, was adopted by the Governing Body under Ordinance #96-43. There have been several amendments to the CBD Redevelopment Plan by Heyer Gruel & Associates, including an amendment on July 12, 1999 under Ordinance #99-20, September 23, 2002 under Ordinance #20-2002, October 15, 2008 under Ordinance #08-20, January 27, 2014 under Ordinance #2013-20, May 19, 2014 under Ordinance #2014-03, and July 14, 2014 under Ordinance #2014-14. The latest CBD Redevelopment Plan can be found in Appendix A.

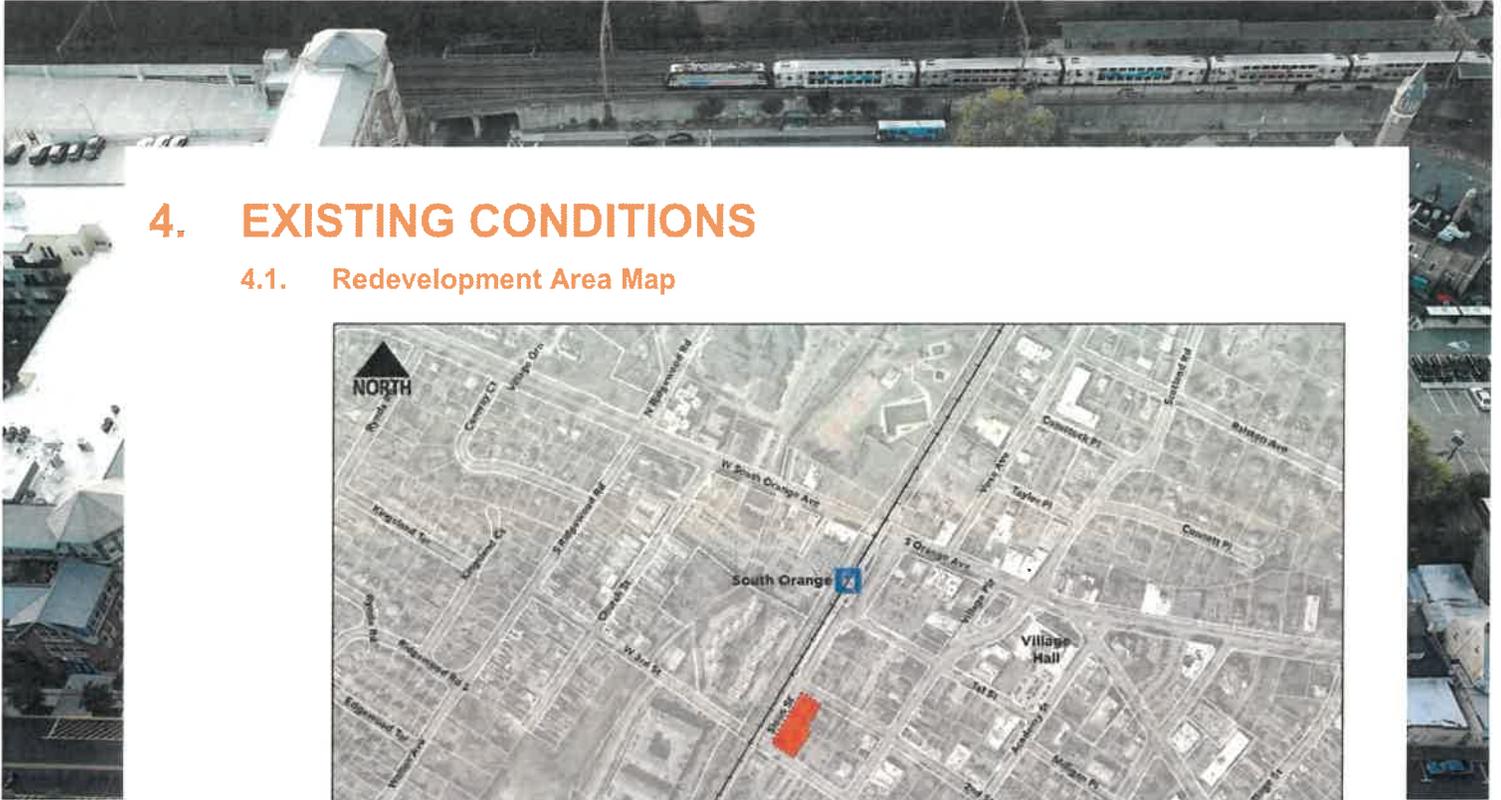
The Township of South Orange Village does not intend to acquire any property within the Redevelopment Area for the purposes of executing this Plan.

For more information, refer to Local Redevelopment and Housing Law Regulations + Policy of N.J.S.A. 40A:12A-7.

### 3. RELATION TO OTHER PLANS

Pursuant to the LRHL, “all provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan” (N.J.S.A 40A:12A-7(d)). This Plan is significantly consistent with and intended to effectuate the Village’s 1979 Comprehensive Master Plan and is also consistent with the following plans, as detailed in Appendix C. During the writing of this plan, the Village’s Comprehensive Master Plan was undergoing a complete update and is slated for adoption in Spring/Summer 2021. The recommendations and changes within this update were also consulted in the preparation of this redevelopment plan.

- Local Master Plan
- Local Master Plan Reexamination Report
- 2009 Vision Plan
- Essex County Master Plan
- Adjacent County Master Plan
- Adjacent Communities’ Master Plans
- NJ State Plans
- NJ Smart Growth Principles
- NJ State Strategic Plan



## 4. EXISTING CONDITIONS

### 4.1. Redevelopment Area Map



Figure 2: Map of Redevelopment Area + Surrounding Environment

### 4.2. Site Overview

The Sloan Street Redevelopment Area is only comprised of one property located at 8 Second Street, which forms the western border of Block 1905, parallel to the New Jersey Transit commuter train line. The parcel is a corner lot with three frontages: Second Street, Third Street, and Sloan Street.

Per Topographic Survey prepared by Michael T. Lanzafama (LS License No. 30084) of Casey & Keller Inc., dated November 28, 2018, the parcel data is:

- Block 1905, Lot 1
- Street Address: 8 Second Street
- Area: 22,039 square feet (0.506 acres)
- Owner: 8 Second Street, LLC



Figure 3: Map of Redevelopment Area

Within the lot is a one-story Wells Fargo bank building with an associated drive-through, two surface parking lots, and concrete walkways. The building and main parking lot can be accessed via ingress/egress along Sloan Street. The drive-through and secondary parking lot can be accessed via ingress only along Third Street and egress only along Second Street. The Area has a high percentage of improved coverage and small sections of green space.

The adjacent parcel, 14 Second Street, received Planning Board approval in 2018 to construct an 8-unit, 4-story building, which, at the time of this redevelopment plan is under construction, as depicted in the image below taken in 2020.



Figure 4: Aerial Image of Area

#### **Property Restrictions**

**Easements:** According to the topographic survey prepared by Michael T. Lanzafama of Casey & Keller Inc., dated November 28, 2018, there are no known easements within the Redevelopment Area.

**Contamination:** According to the New Jersey Department of Environmental Protection, there are no known contaminants on the site.

**Slope:** There is no significant slope within the Redevelopment Area.

#### **4.3. Neighborhood Context**

The Redevelopment Area is part of the South Orange Central Business District. Downtown South Orange is an active, bustling community within the Village and is relatively close to surrounding communities, with nearby Maplewood and Orange about two miles away. This combination of centrality, commercial, and civic life create an active, livable community that continues to be a model for other municipalities within New Jersey.

The site is located adjacent to the Third and Valley Redevelopment Project and the Village's emergency services headquarters. As a result of its convenient location and proximity to quality amenities, the Central Business District has seen significant redevelopment in recent years, such as the residential development of

3rd & Valley, a 215-unit redevelopment completed in 2016 and located across the street from the Redevelopment Area.

**Neighborhood Connectivity**



Figure 5: Map of Redevelopment Area + Transportation Context

As noted, the Redevelopment Area is located in the Village’s downtown. The Area is a unique corner lot which has frontage along Sloan Street, Second Street, and Third Street. All three associated streets are municipally-owned right-of-ways and handle two-way traffic. Sloan Street runs parallel to both the Rahway River and the NJ Transit line. Sloan Street is a north-south thoroughfare and connects to Third Street and South Orange Avenue (County Route 510). Second Street and Third Street are both east-west thoroughfares and connect to Sloan Street and Valley Street (County Route 638).

The Redevelopment Area is just over 1/10 of a mile from the train station, which equates to an approximate 4-minute walk. The South Orange Train Station is a significant transit asset for the Village and nearby residents, with approximately 4,200 boarding’s on an average weekday on the Morris and Essex Line. The train provides convenient eastbound service to major employment centers in Newark and Midtown Manhattan, with travel times of 20 minutes and 35 minutes, respectively. Westbound service, with major New Jersey destinations like Summit, Chatham, and Morristown, is equally convenient, with more than four trains per hour leaving South Orange during peak morning and evening hours.

Mountain Station, also on the Morris and Essex Line is located near the northern border of the municipality, approximately 1.2 miles from the Redevelopment Area. Mountain Station averages approximately 300 passengers per weekday.

Additionally, South Orange Village operates a bus jitney system consisting of four routes with stops in eight neighborhoods throughout the Village including several with connections to transit. The Village is also serviced by two NJ Transit bus lines: the 92- and the 107-bus lines. The 92-bus line provides connections to Newark’s light rail system and Branch Brook Park. The 107-bus line provides a connection from West Orange through the Village, to New York’s Port Authority Bus Terminal. Directly across from the Area along Sloan Street is a NJ Transit bus stop with shelter, serving the two aforementioned bus lines. The Redevelopment Area is also serviced by SHUfly, the Seton Hall shuttle service. The SHUfly route runs along the entirety of Third Street and connects to Valley Street and South Orange Avenue.

**4.4. Zoning Analysis**

This Sloan Street Redevelopment Area that has frontage along Sloan Street, Second Street, and Third Street falls within the existing “CB” Central Business Redevelopment District. The following sections list land uses and specifications permitted in this zoning district.

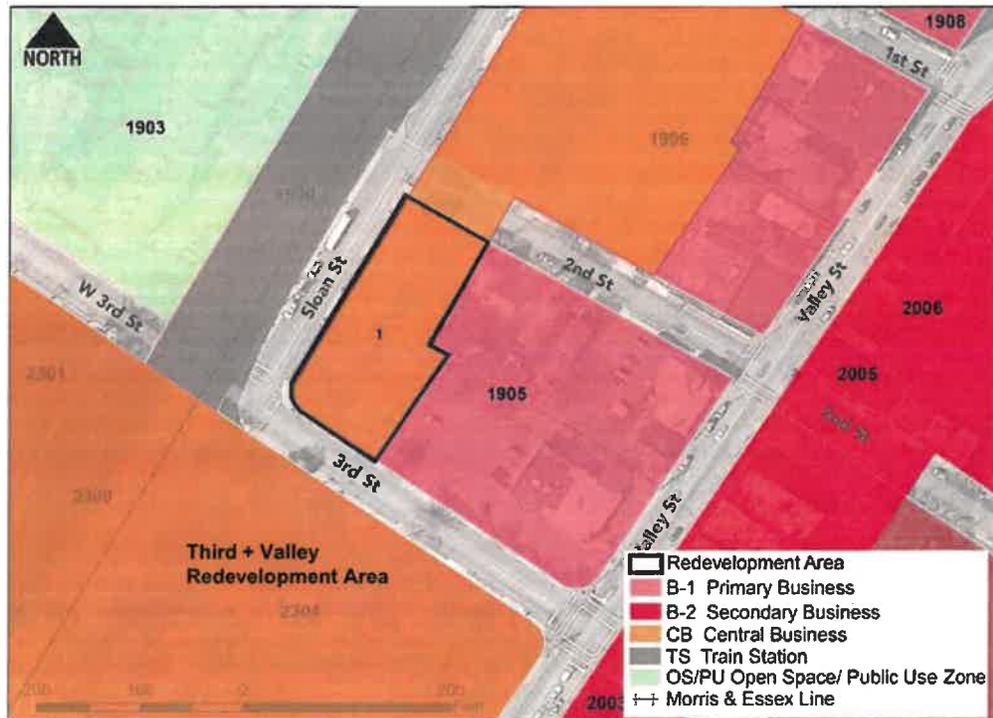


Figure 6: Map of Existing Zoning in vicinity of the Redevelopment Area

**Principal Permitted Uses in the Central Business District:**

- Retail sales and service (but excluding sale of building materials, motor vehicles, boats and swimming pools)
- Banks, commercial and savings (excluding drive-through facilities)
- Offices, including professional offices, above the first floor. Sites/buildings that do not front on South Orange Avenue may have offices on the first floor (see Office Overlay as identified on the Districts Map)
- Restaurants, Cafes, Taverns, Retail markets. Outdoor dining is permitted if a license is issued by the Township. Outdoor dining is permitted if a license is issued by the Township Public uses
- Public uses
- Indoor theaters
- Hotel
- Essential services
- Childcare centers
- Wellness Centers above the first floor
- Wellness Centers. Sites/buildings that do not front on South Orange Avenue may have wellness centers on the first floor. (See office overlay as identified on the CBD Districts Map.)
- Parking lots or parking decks owned by a public and/or governmental entity
- Residential units above the first floor
- Cultural and educational facilities and other places of public assembly above the first floor
- Private Recreation facilities above the first floor
- Lodges and fraternal organizations, above the first floor
- Vocational Schools and Studios, above the first floor

**Accessory Uses in the Central Business District:**

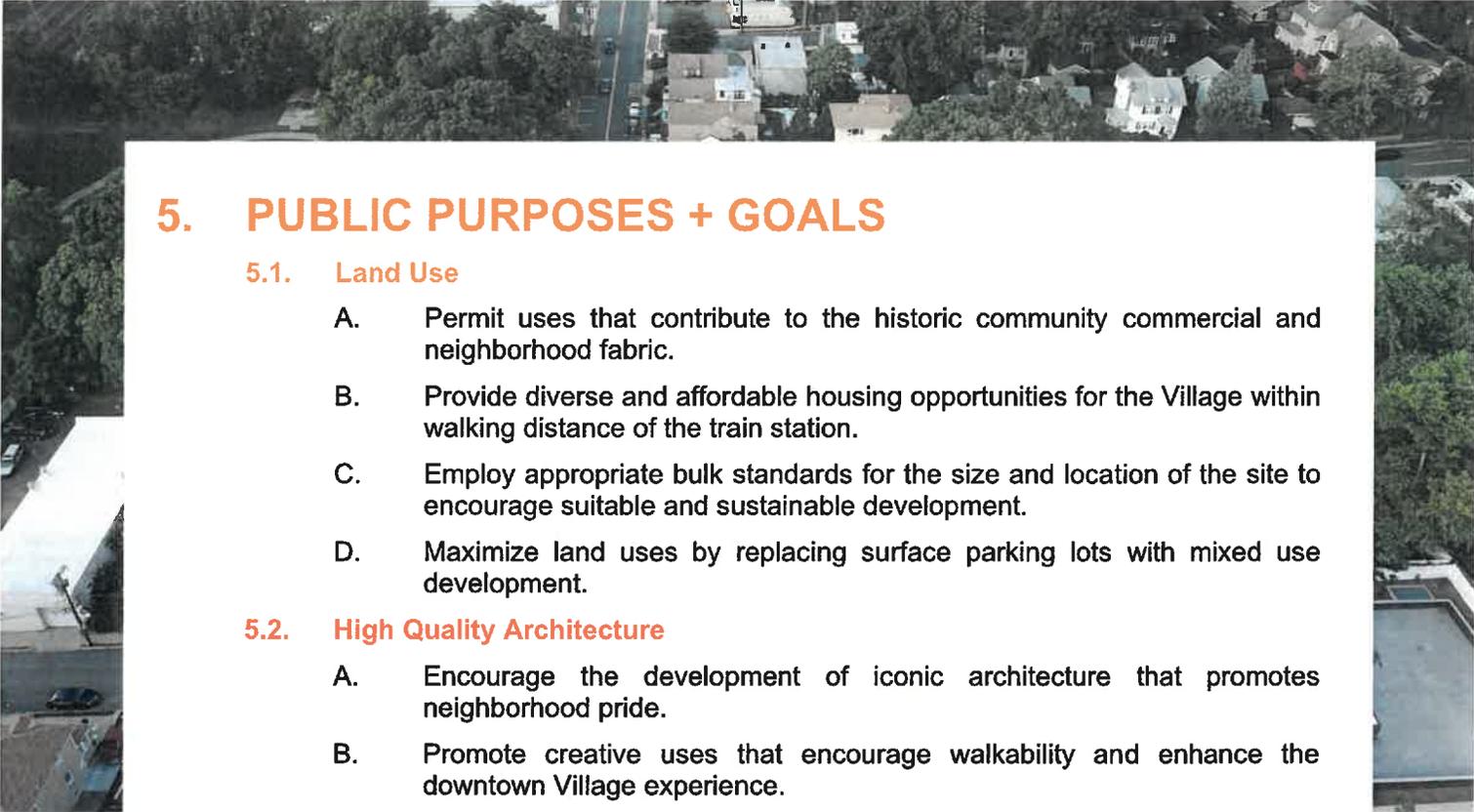
- Uses and structures customary, incidental and accessory to the principal use such as off-street parking, structured parking and signs.
- Drive-through uses are prohibited

**Bulk Standards:**

- The following table lists the bulk standards for the CB District:

Bulk Requirements	CB District
Min. Lot Area	6,000 SF
Min. Lot Width	50' (Interior) 75' (Corner)
Min. Front Yard Setback	0'

Min. Side Yard Setback	0'(1)
Min. Rear Yard Setback	25'(2)
Max. Lot Coverage	90%
Max. Building Height	48'
Min. Parking Spaces	<i>Defers to Village Ordinance</i>
Residential Unit Standards	Max. of 10% of units shall be studios Min. of 20% of units shall be 2 or more bedrooms Min. of 400 SF for each unit
<p>(1) If doors or windows are provided on a side wall, at least 10 feet is required or where abutting a residential zone, then a side yard of one foot for every two feet of building height of the principal structure is required. No such side yard shall be less than 10 feet.</p> <p>(2) If rear yard abuts a residential zone, a minimum five-foot-high fence shall be erected to screen the business use.</p>	



## 5. PUBLIC PURPOSES + GOALS

### 5.1. Land Use

- A. Permit uses that contribute to the historic community commercial and neighborhood fabric.
- B. Provide diverse and affordable housing opportunities for the Village within walking distance of the train station.
- C. Employ appropriate bulk standards for the size and location of the site to encourage suitable and sustainable development.
- D. Maximize land uses by replacing surface parking lots with mixed use development.

### 5.2. High Quality Architecture

- A. Encourage the development of iconic architecture that promotes neighborhood pride.
- B. Promote creative uses that encourage walkability and enhance the downtown Village experience.
- C. Require minimum ground level transparency requirements to architecturally activate the human-scale experience.
- D. Enhance the visual characteristics of the Train Station area and improve safety for pedestrians, bicyclists, and motor vehicles alike with improved lighting and streetscapes.

### 5.3. Green Infrastructure + Sustainable Design

- A. Construct sustainable buildings that are durable and energy efficient.
- B. Incorporate street trees, bioswales, and other green infrastructure elements into planned building and landscaping designs to reduce runoff and improve local water quality.
- C. Integrate reflective roof materials on top of the principal structure to compensate for excessive building coverage and to reduce the urban heat island effect.
- D. Support the implementation of Energy Star features, materials and systems that reduce the environmental impact of new development.
- E. Support the New Jersey electric vehicle legislation and statewide goals by requiring electric vehicle charging stations within site development.
- F. Minimize light pollution by requiring downward facing fixtures, LED bulbs, and reduction of non-essential lights overnight.
- G. Encourage new sustainable design features to enhance the development and influence future projects.

**5.4. Community Improvements**

- A. Create opportunities for artists to create, showcase, and celebrate their work with the community.
- B. Improve the visual character and the physical safety of the transit hub and related corridors through landscaping, architectural, and streetscaping design elements.
- C. Coordinate design for streetscape elements that utilize similar plantings, visual cues, and sidewalks to create a uniform and attractive public realm.

**5.5. Economic Development in Transit District**

- A. Support ongoing redevelopment and reinvestment within the Township of South Orange Village through the accommodation of unique uses within the Downtown and Train Station area.
- B. Increase the number of people and foot traffic within the Village downtown to provide a critical mass to maintain and grow retail, businesses, events, and specialized programs throughout the downtown.
- C. Facilitate all modes of transportation within the surrounding corridors to provide a critical mass to maintain and grow retail, businesses, events, and specialized programs throughout the corridor.

**5.6. Blight Elimination**

- A. Safeguard the health, safety, and welfare of the residents of the Township of South Orange Village through the repositioning of underutilized property that can contribute to the economic wellbeing of the Village.



## 6. USE + BULK STANDARDS

### 6.1. Permitted Uses:

#### A. Principal Uses

- Multi-Family Residential (Above the Ground Floor)
- Community uses such as artist incubator space, community meeting spaces, community development offices.
- Offices including professional offices and showrooms, real estate offices, creative studio, co-working space, and related uses as determined by the Board.
- Retail food establishment limited to any coffee shop, short-order café, luncheonette, grill, tearoom, sandwich shop, soda fountain, ice cream parlor, catering kitchen, retail bakery, or delicatessen, or convenience store less than 2,000 SF.
- Retail sales and service less than 2,000 SF. *(but excluding sale of building materials, motor vehicles, boats and swimming pools)*  
*(See Appendix D for Definitions)*

#### B. Accessory Uses

- Lobby, Residential (Below the Second Floor)
- On-Site private parking
- Residential amenity space which may include outdoor active or passive recreation, gathering spaces such as patios, lounges or rooftop decks, exercise facilities, co-working spaces, and lobbies
- Accessory buildings and structures normally incidental and subordinate to the principal use, including property maintenance sheds, patios, gazebos, fences, walls, and utilities.
- Ground mounted mechanical equipment and utilities
- Refuse area
- Automated teller machines
- Any other uses determined to be customary or incidental to permitted principal uses, as determined by the Board

#### C. Prohibited Uses

- Any use not specifically permitted shall be considered prohibited.

### 6.2. Density + Building Requirements:

#### A. Dwelling Units (maximum): 81 du/ac

- i. Minimum of 20% of units shall conform with the Village's Affordable Housing Ordinance.
- ii. None of the required Affordable Housing component may be located off-site.

- iii. Affordable units shall not be concentrated to one residential floor or have separate entrances from the market rate units.
- iv. A unit reserved for building operations staff shall not be counted as part of overall density.
- B. Lot Area (minimum): 20,000 square feet (0.46 acres)
- C. Lot Width (minimum): 75', measured along Third Street
- D. Impervious Coverage (maximum): 98%
- E. Building Coverage (maximum): 94%
- F. Setbacks: For the purposes of this Redevelopment Plan, the following designations apply to frontages and sides. The Redeveloper shall be responsible for obtaining approval from applicable county, regional, and state agencies for any public improvements, public access or building projections above the right of way line.

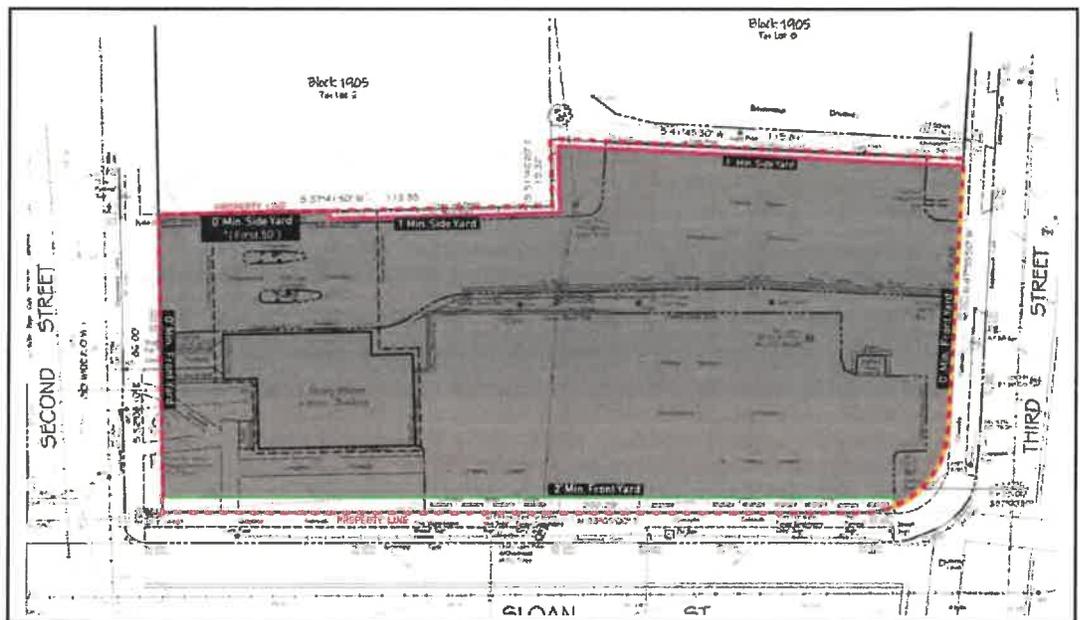


Figure 7: Setback Diagram

- i. Front Yard Setback (Sloan Street):
  - o The building shall be setback a minimum of 2' from the property line.
  - o Canopies and cornices up to 4' extension shall be excluded from the setback requirements.
- ii. Front Yard Setback (Second Street):
  - o The building shall be setback a minimum of 0' from the property line.
  - o Canopies and cornices up to 4' extension shall be excluded from the setback requirements.
- iii. Front Yard Setback (Third Street):
  - o The building shall be setback a minimum of 0' from the property line.

- Canopies and cornices up to 4' extension shall be excluded from the setback requirements.
- The Third Street setback shall apply to the property corner until the point indicated on the image above.
- iv. Side Yard Setback (to Block 1905, Lot 2 and Lot 8)
  - The building shall be setback a minimum of 1' from the property line.
  - If determined necessary by the approving authority, up to 50' of the side wall may have a setback less than 1'.
- G. Building Height Requirements:
  - i. Building Height (maximum): Five (5) stories and 65'-0"
  - ii. Parapets, vertical bulkheads, mechanical equipment and related appurtenances that are less than 5' above the maximum height, are fully screened, and are setback 10' from the building edge are exempt from height requirements.
  - iii. Parapet may be no higher than 5'.
- H. Floor-to-Floor Height Requirements:
  - i. Ground Floor Height (minimum): 11'
  - ii. Upper Floor Height (minimum): 10'
- I. Building Projections:
  - i. Upper floor residential units may have private balcony areas not exceeding 100 square feet each that project into the required front and side yard setbacks no more than 4'.
  - ii. Architectural porticos, balconies, appurtenances, overhangs, and other similar elements may project beyond the face of the building up to 4', but not more than 2' over property line.
  - iii. Ground floor projections for an entrance canopy may extend further from than 4' from the building, provided a minimum of 6' wide portion of the sidewalk remains clear of any overhangs, projections, or canopies.
  - iv. Any projections over property line are subject to approval by Board of Trustees.
- J. Community Use / Artist Incubator Space
  - i. Artist Incubator Space/Community Space (minimum): 1,900 SF and shall be located on the ground floor along the Sloan Street frontage.
  - ii. At minimum, there should be two oversized or overhead entrances to engage the streetscape.
  - iii. The Sloan Street frontage shall provide a display space along the community space, with an interior not less than 18" deep. This may contain an interactive component such as electronic displays/monitors and shall have access to electricity.

**K. Rooftop Deck Requirements**

- i. The rooftop amenity deck shall be for building tenants only.
- ii. The rooftop deck shall not be used between 12:00 am and 6:00 am, and all lights shall be turned off during these hours.
- iii. Sound systems shall not be installed on the rooftop deck, and a sign containing Village noise ordinance requirements and deck rules shall be posted on the deck.

**L. Parking Requirements:**

- i. Residential Off-Street Parking Spaces (minimum): 1.1 spaces per 1 residential unit, with this configuration:
  - o A minimum of 50% of all parking spaces must be standard parking spaces with minimum dimensions of 8' wide and 18' long for standard parking spaces and 8' wide and 22' long for parallel parking spaces.
  - o Up to 25% of the total parking spaces provided may be compact parking spaces with dimensions of 8' wide and 16' long for standard parking spaces and 8' wide and 20' long for parallel parking spaces.
  - o Up to 30% of the total parking spaces provided may be tandem parking spaces with dimensions of 8' wide and 18' long. Tandem parking on the ground floor may be provided when spaces in the pair of spaces are for the same residential unit.
  - o All parking areas shall meet Americans with Disabilities Act (ADA) standards and/or NJ Barrier Free Subcode, as applicable.
  - o Strategy for move-ins, deliveries, short-term parking, guest parking, and shared/flex spaces should be presented as part of any site plan application.
  - o Wayfinding signage for all parking and loading must be provided on-site, and presented as part of any site plan application.
- ii. Community Use Off-Street Parking Spaces (minimum): 0 spaces
  - o See Section 6.3.E for bicycle parking requirements.
- iii. Required parking can be satisfied off-site within 500' of the Area or via a payment in lieu, subject to the Terms of a Redevelopment Agreement.
- iv. Any changes to on-street parking are subject to approval from the Board of Trustees. Existing on-street parking and/or loading must be replaced at a minimum of one-for-one.
- v. One 20' to 30' curb cut for entrance/exit of structured parking may be provided along the Second Street frontage. There shall be no driveway/curb cuts on Sloan Street.
- vi. Drive Aisle (minimum): 22' wide
- vii. There shall be enough room for the queuing of at least one automobile while the garage door opens or a rapid garage door system that allows vehicles to enter in less than 15 seconds must be provided.

M. Loading Space Requirements:

- i. Minimum Requirement: One loading space shall be provided. Loading spaces shall be a minimum of 11' wide and 40' long.
- ii. One 10' curb cut for entrance/exit of loading area may be provided along the Third Street frontage.
- iii. Loading spaces shall be hatched off/marked and provide signage for easy distinction from a parking space.

N. Electric Vehicle Charging Stations (EVCS)

- i. 5% of all residential parking spaces shall accommodate electric vehicle charging stations. A minimum of 50% of EVCS shall be installed at the time of construction. The Applicant shall present an implementation strategy for future EVCS, including the location of electrical infrastructure that will support future EVCS.
- ii. The site plan shall locate all parking spaces that will accommodate EVCS, as well as provide details of all equipment, utilities, and implementation notes.
- iii. EVCS shall be designed/installed as follows:
  - o All EVCS shall be Level 2 or greater.
  - o EV parking spaces shall provide protective bollards or parking stoppers to ensure protection of charging station equipment.
  - o Up to 50% of the electric vehicle parking spaces may be compact spaces.
  - o Adequate lighting shall be provided for each charging station and comply with all lighting standards within this Redevelopment Plan.
  - o EV charging stations shall be either wall mounted or "pedestal" style.
  - o EV charging station parking spaces shall be striped or colored differently than regular parking spaces so motorists can easily distinguish between the two.
  - o All EVCS are recommended to have some "smart" capability so motorists can check online prior to driving if an EVCS is available.
- iv. EVCS shall contain signs and markings as follows:
  - o Signs to direct motorists to EVCS
  - o Identification of voltage and amperage levels
  - o Time limits, fees, hours of operation
  - o Safety information and contact information for equipment malfunctions
  - o Signage stating "this charging station is reserved for charging purposes only" or something of similar context.

O. Bicycle Parking

- i. Indoor parking spaces shall be provided in a weather protected, secure area for the building's residential tenants at a ratio of 0.75 spaces per unit. Such spaces may be provided within the individual tenant parking spaces, in a secure designated space within the indoor parking garage, or within a designated storage room/system within each unit measuring a minimum of 3' W, 3' H, 6' D.

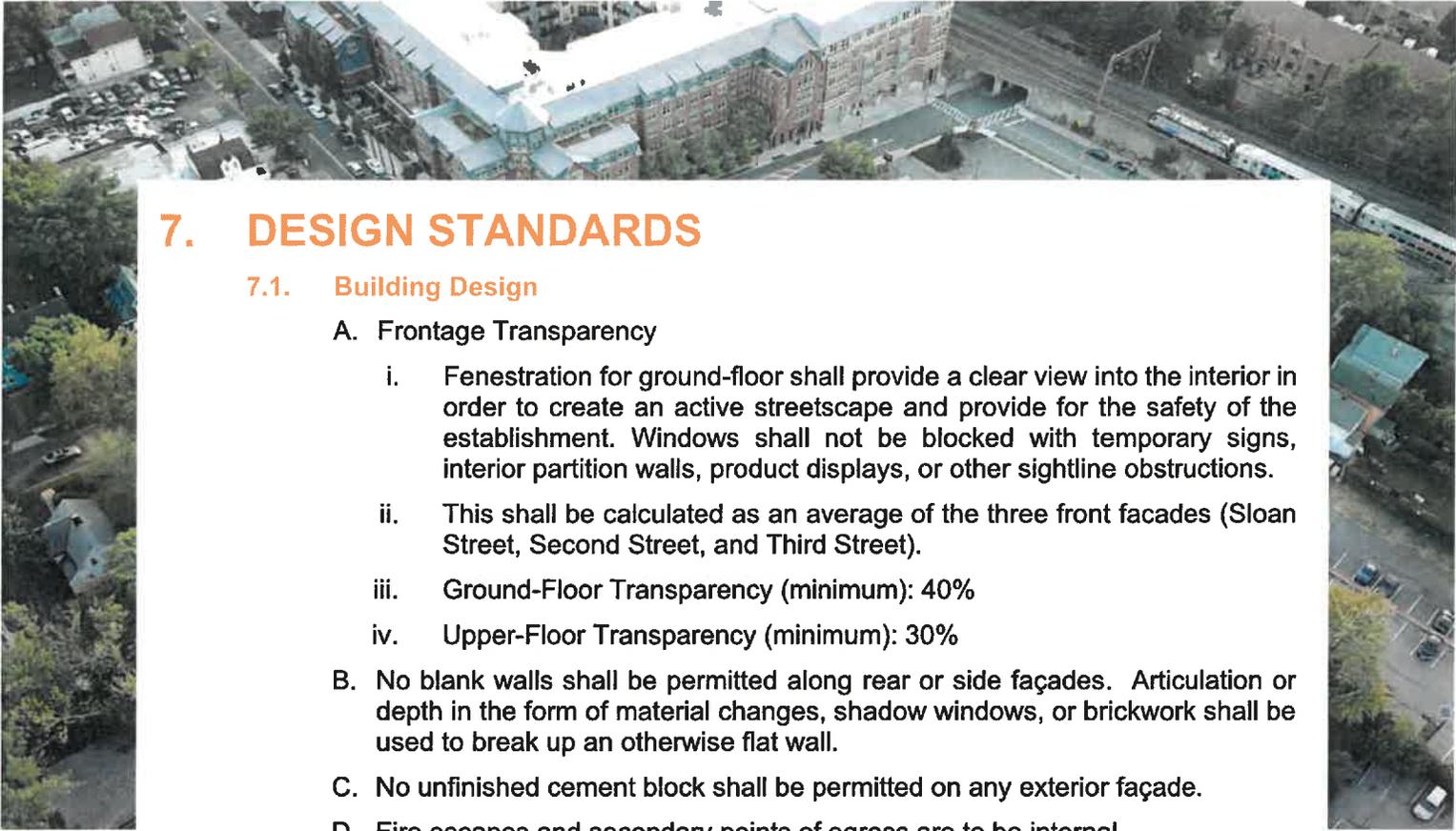
- ii. A total of 6 outdoor parking spaces shall be provided for the community use space.
- iii. Site plans shall show the proposed location of bicycle parking/storage facilities on the site and on the building floor plan design. A construction detail of the bicycle rack or other storage facilities shall be provided.
- iv. Requirements for Community Use Bicycle Parking
  - o All required community use bicycle parking must be convenient and accessible to a main building entrance and street access and may be within the building or within 100' of community space entrance.
  - o Bicycle parking shall be sited in a highly visible location such as within view of passers-by, retail activity, office windows, attendant/security officer or other personnel to discourage theft and vandalism and promote awareness of existence and availability.
  - o Bicycle parking shall not block pedestrian paths on a sidewalk or within the site. A minimum of 5'-0" of unobstructed passage when parking is required on public sidewalks.
  - o Size and style of bicycle rack shall be approved by the South Orange Village Planning Board.
  - o Bicycle racks must be securely attached to concrete footings and made to withstand severe weather and permanent exposure to the elements.
  - o All bicycle racks shall be located at least 2' in all directions from a wall, door, landscaping, or other obstruction that would render use of the racks difficult or impractical and shall be separated by a physical barrier (i.e., bollards, reflective wands, curbs, wheel stops, poles, etc.) to protect bicycles from damage by cars.

P. Accessory Structure Requirements:

- i. Height for fences and walls, including retaining walls, stairwells, utility screening, etc. (maximum): 6'
- ii. Height for all other accessory uses such as sheds, gazebos, etc. (maximum): 10'
- iii. Side Yard Setback (minimum): 3'

Q. Signage Requirements:

- i. Residential canopy signs shall be permitted within the Area, and must comply with Village Ordinance except that the canopy sign size at building entrances which contain only numbers or property address may be up to 18 SF. All other canopies must comply with Village Ordinance.
- ii. Maximum letter height for wall-mounted signs must be less than 32" tall.
- iii. Window displays as part of the community use shall not include commercial branding.
- iv. Wayfinding signage must be provided in any site plan application for review and approval.
- v. Unless otherwise specified here, all signage shall comply with the Article 185-XXIII of the Village's Land Development Ordinance at the time of execution of the redevelopment agreement.



## 7. DESIGN STANDARDS

### 7.1. Building Design

#### A. Frontage Transparency

- i. Fenestration for ground-floor shall provide a clear view into the interior in order to create an active streetscape and provide for the safety of the establishment. Windows shall not be blocked with temporary signs, interior partition walls, product displays, or other sightline obstructions.
  - ii. This shall be calculated as an average of the three front facades (Sloan Street, Second Street, and Third Street).
  - iii. Ground-Floor Transparency (minimum): 40%
  - iv. Upper-Floor Transparency (minimum): 30%
- B. No blank walls shall be permitted along rear or side façades. Articulation or depth in the form of material changes, shadow windows, or brickwork shall be used to break up an otherwise flat wall.
- C. No unfinished cement block shall be permitted on any exterior façade.
- D. Fire escapes and secondary points of egress are to be internal.
- E. Folding window walls or other opportunities for flexible frontages are encouraged.

### 7.2. Sustainable Design

- A. All residential units shall be Energy Star qualified and the building shall have Energy Star qualified appliances.
- B. The redeveloper shall incorporate at least three of the following sustainable design features within the development:
- i. Green wall(s)
  - ii. Rain garden(s) or bioswale(s)
  - iii. Electric vehicle charging stations or infrastructure above and beyond the minimum requirement
  - iv. Roofs with light colored, reflective material
  - v. Solar panels
  - vi. Climate proofed entrance ways
  - vii. Double paned, weatherproof windows
  - viii. Low flow plumbing fixtures or WaterSense labelled fixtures
  - ix. Energy Star qualified, high performance HVAC system that provides air conditioning, heat, air circulation, and can dilute indoor air pollution

### 7.3. Lighting

- A. All pedestrian sidewalks and building entrances shall provide a minimum footcandle level of 2 footcandles and a maximum of 5 footcandles, excluding ATM security lighting. This may be provided by wall-mounted fixtures, pole fixtures, or a combination of the two.
- B. Light spillage into the cartway is subject to approval by the Village/Board Engineer.
- C. Accent lighting and rooftop deck lighting may not exceed 2 footcandles and 3,000°K. The maximum mounting height for rooftop deck lights shall be 10' above floor, and a screen wall shall be provided along the side façade to prevent spillage and impacts to off-site residential uses.
- D. Lighting on the side façade should be limited only to fixtures required for safety and security at doors, loading areas, etc.
- E. Mounting height shall be no taller than 14'.
- F. Lights are to be fully enclosed/shielded, full cut off fixtures to prevent light spillage onto off-site properties or upward into the sky.
- G. Lighting is to be LED lamps providing "warm-white" light with maximum color temperature of <3,000°K.
- H. All lighting shall be directed away from all adjacent lots.
- I. Accent and rooftop deck lighting must have light levels reduced past 10:00 pm and shall be off between the hours of 12:00 am and 6:00 am. Lights for pedestrian sidewalks and building entrances may remain on overnight, and all other exterior and common area lighting visible from off-site shall be capable of control by timer, have dimmers, or multiple switches to permit control of lighting levels as applicable.
- J. Light fixtures must complement building architecture in form and color.
- K. Lighting at corners and crosswalks should provide a minimum of 3 footcandles and may include bollards or in-pavement fixtures.

### 7.4. Streetscape

- A. ADA Accessibility
  - i. All publicly accessible space shall be ADA compliant and encourage enjoyment for individuals of all abilities.
- B. Qualified Designer
  - i. A licensed landscape architect approved by the Village, with a specialty and demonstrated experience in streetscape projects focused on human-centered design, shall prepare streetscape submissions to the Planning Board. Streetscape submissions prepared by non-qualified professionals will be deemed incomplete. Design should include considerations for sustainability, aesthetics, placemaking, safety and accessibility.
- C. Façade Design
  - i. Streetscape and building façades shall be designed to indicate a clear sense of entry to the building. The path from the street to the building entrance should be clear and welcoming. Best efforts shall be made to

coordinate plaza areas with the architectural composition and vernacular of the adjacent façade.

D. Sidewalks

- i. ADA compliant tactile pavers shall be used to define the edge of any service drive or driveways.
- ii. Tactile pavers shall be installed to the same standards required by ADA at the base of public sidewalk curb ramps and should indicate to pedestrians that they are entering the driveway.
- iii. Sidewalks shall be no less than 9' in width, with no less than 6' of unobstructed space for pedestrian passage and no less than 6' of space open to the sky without vertical incursion from canopies or similar building features.
- iv. Sidewalks are required along the redevelopers street frontage.
- v. The existing crosswalk should be improved to include best practices for pedestrian safety and design. Examples images can be found below:



Source: Arterial Design Studio



Source: lightguardsystems.com



Source: chapmanculturalcenter.org

### 7.5. Street Furniture

- A. Any street furniture provided, including but not limited to benches, trash receptacles, and tables, shall be located such that a minimum of 6' of unobstructed sidewalk remains for the safe passage of pedestrians.
- B. At least one trash receptacle and one recycling receptacle shall be provided in the streetscape.
- C. Outdoor public seating should be provided along pedestrian pathways and near shade trees where feasible. Seating should encourage and enable small group communal activities. Redeveloper shall propose a palate of furniture, fixtures, and finishes for seating that are modern, human-oriented and imaginative.

### 7.6. Landscaping

- A. Street Trees
  - i. Pollution resistant street shade trees are to be planted along all street frontages, at an average interval of 25' on center. Tree grouping or clustering is encouraged.
  - ii. Any deviations for quantity, caliper, or spacing are subject to the approval of the Board but should be offset with additional planters or landscape features.
  - iii. Trees shall be a minimum of 3.5" caliper measured at 8" above the grade.
  - iv. Tree irrigation bags must be installed and maintained for at least 6 months after planting.
- B. Locations that are not reasonably feasible due to lack of sun exposure, conflicts with utilities, or other contextual challenges may replace the requirement to provide street trees with alternative plantings or streetscape design.
- C. The utilization of downspout planters capable of capturing stormwater runoff from the building's roof top are encouraged.
- D. Rain gardens and bioswales are encouraged to the greatest extent practicable, and should be provided in tree pits.

### 7.7. Utilities

- A. All utility equipment shall follow the following requirements:
  - i. Location: Ground-mounted utilities and pole-mounted utilities are only permitted in the side yard of the Area.
  - ii. Screening: All ground-mounted or rooftop utility equipment must be screened from view with either landscaping, fencing, or architectural strategies such as parapets. Any screening should be complementary to the colors and materials of the façade and minimize visual impacts.
  - iii. All utility meters are strongly encouraged to be located within the building and not visible from public view; however, in the event that the Utility Company decides otherwise, a different location shall be permitted but exterior meters shall be located and screened to minimize visual impact.

- iv. All ground-mounted utilities (including transformers) will be internal, underground, or within the side yard. The Developer shall make good faith efforts to obtain preliminary approval by Utility Company for transformer location prior to execution of Redeveloper Agreement.
  - v. Water infrastructure will include backflow valves, individual metering and pressure regulator/reducer valves.
- B. Rooftop Utility Requirements:
- i. Rooftop appurtenances, such as but not limited to, HVAC equipment, elevator housing, exhaust pipes, water meters and other mechanical equipment are to be fully screened from view as measured from 5'-5" above grade at the property line(s) parallel to the far side of the adjacent right-of-way.
  - ii. Utilities Height Above Roof (maximum): 5'
  - iii. Setbacks (minimum): 10' from all building edges
  - iv. Vertical bulkheads, mechanical equipment and related appurtenances may be exempt from the total building height if under 5' tall, setback 10' from the building edge, and properly screened.

**7.8. Public Health Recommendations:**

This Plan was written during the COVID-19 pandemic which raises concerns regarding public health and the spread of viral disease. The following recommendations should be considered and/or implemented for public health safety:

- A. Hand sanitizing stations should be located at all main entrances/exits, bathrooms, and public spaces.
- B. Wayfinding signage and markings should be located throughout the buildings and public spaces for easy access and circulation.
- C. The site should be designed with flexibility so that walking paths, tables, and seating areas can be spread out for social distancing purposes.

**7.9. Affordability**

Unless stated otherwise in this plan, pursuant to N.J.S.A 40A:12A-7(b) and the New Jersey Fair Housing Act (N.J.S.A 52:27D-301 et. Seq.), this Redevelopment Plan incorporates the affordable housing requirements set forth in the Village's Housing Element and Fair Share Plan, which was adopted January 2020. Other requirements in accordance with the Uniform Housing Affordability Controls ("UHAC") and Article 185 Part 15 of the Village's Land Development Ordinance shall apply.

## 8. ADMINISTRATION

### 8.1. Validity of Plan

If any section, subsection, paragraph, division, subdivision, clause, or provision of this Plan shall be deemed by a court of competent jurisdiction to be invalid, such part(s) shall be severed and the invalidity thereby shall not affect, impair, or invalidate the remainder of the Plan.

### 8.2. Computations

When a numerical calculation of zoning standards for a particular Lot results in a fractional number, such numbers shall be rounded down to the next whole number for fractions less than .500 and rounded up for fractions .500 and above.

### 8.3. Other Actions by the Village in Furtherance of the Plan

Other actions may be taken by the Village in its sole discretion, to further the goals of the Plan. These actions may include, but shall not be limited to, provisions for public infrastructure necessary to service new development and vacation of public utility easements and other easements and rights-of-way as may be necessary for redevelopment. The costs for such actions shall be borne by the designated redeveloper(s).

### 8.4. Village Designation – Redevelopment Agreement

- A. Usage of the word “developer”: Anytime the word “developer” is utilized in this Redevelopment Plan, the same shall mean the redeveloper or redeveloper(s) that are to be designated by the Village in accordance with this Redevelopment Plan.
- B. Standing before Planning Board: Only redevelopers designated by the Village by resolution of the Village of South Orange Township Board of Trustees may proceed to implement the redevelopment projects set forth in this Redevelopment Plan before the Planning Board. In order to assure that the vision of this Redevelopment Plan will be successfully implemented in an effective, comprehensive, and timely way, and in order to promptly achieve the public purpose goals of the Plan, the Board of Trustees, acting as the Redevelopment Entity, will select the redeveloper(s) in all areas governed by this Redevelopment Plan. Any party not specifically designated as the “redeveloper” as set forth above shall not have the standing to proceed before the Planning Board for site plan approval.
- C. Procedural Standards for Redeveloper Applications: All designated redeveloper(s) will be required to execute a Redevelopment Agreement satisfactory to and authorized by the Board of Trustees. The procedural standards described here will guide redeveloper selection. The Board of Trustees, acting as the Redevelopment Entity may, at any time, entertain unsolicited proposal(s) from a prospective redeveloper(s) for redevelopment of

one or more parcels. The selection process will likely include the submission of some or all of the following materials:

- i. Conceptual plans and elevations sufficient in scope to demonstrate that the design approach, architectural concepts, number and type of dwelling units, retail and or commercial uses, parking, traffic circulation, flood mitigation, landscaping, open space, construction schedule, including estimated pre-construction time period to secure permits and approvals, and other elements are consistent with the objectives and standards of this Redevelopment Plan.
- ii. Documentation evidencing the financial responsibility and capability of the proposed redeveloper with respect to carrying out the proposed redevelopment includes but is not limited to: type of company or partnership, disclosure of ownership interest, list of comparable projects successfully completed, list of references with name, address and phone information, list of any general or limited partners, financing plan, and financial profile of the redeveloper entity and its parent, if applicable.
- iii. Additional submission materials may be requested by the Village as deemed appropriate to the particular project sites.

#### 8.5. Approval Process

- A. Planning Board Application Process: All development applications shall be submitted to the Township of South Orange Village Planning Board through the site plan and subdivision procedures as outlined in N.J.S.A. 40:55D-1 et seq. The Planning Board shall deem any application for redevelopment for any property subject to this Redevelopment Plan incomplete if the applicant has not been designated by the Board of Trustees as a redeveloper(s) and a Redevelopment Agreement has not been fully executed.

The Planning Board shall review and approve all proposed redevelopment projects within the Redevelopment Area to ensure that such project(s) is consistent with the Redevelopment Plan and any relevant Redeveloper Agreement(s). This site plan package may, at the discretion of the Planning Board, include, but is not limited to, the documents listed below. The Planning Board may request additional reasonable analyses and information as is required to make a decision. All submissions shall meet design standards enumerated in this Redevelopment Plan and indicate any deviations from this Redevelopment Plan.

- i. Boundary survey of the property including easements, water bodies, parcel numbers, street names, route numbers, adjacent properties, and other landmarks.
- ii. The location, size, height, floors, and use of all proposed and existing buildings.
- iii. The location, size, and type of all parking spaces, loading areas, and sidewalks.
- iv. A landscaping plan.
- v. The location of any outside storage of equipment, supplies, materials, or vehicles.

- vi. The height, location, type, lighting, and square footage of proposed signage.
  - vii. The location, type, and size of all entrances to the site or rights-of-ways located on or adjacent to the site.
  - viii. The location, type, and size of any primary drainfields or reserved drainfields.
  - ix. The location, size, and type of any trash disposal facilities.
  - x. Outside lights, streetlights, or other lighting mechanisms.
  - xi. Existing and proposed finished contours at two-foot intervals.
  - xii. The location of any buffers, including berms, trees, and fencing used to minimize the visual, sound, lighting, or any other negative impacts of the project.
  - xiii. The location of all utility lines.
  - xiv. The location of any conservation easements dedicated open space, recreational facilities, or similar areas.
  - xv. The location of any emergency service facilities, such as fire suppression lines, hydrants, or other facilities.
  - xvi. The location of any permanent stormwater management structures or devices.
  - xvii. The location and type of soils, water features, and wetlands.
  - xviii. A schematic drawing, artist rendition, or elevation drawing of the site and any buildings located on the site.
  - xix. The location and size of any monuments, statues, or similar features.
  - xx. The location of any rights-of-way, adjacent or nearby road improvements, and uses of adjacent properties.
  - xxi. An Erosion and Sediment Control Plan that meets the regulatory requirements.
  - xxii. Any local, county, state, or federal permits required for development of the site.
  - xxiii. A traffic impact statement consistent with the Redevelopment Plan
- B. Site Plan + Subdivision Review: Prior to commencement of construction, site plans for the construction of improvements within the Area, prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et. seq.), shall be submitted by the applicants for review and approval by the Planning Board of the Township of South Orange Village so that compliance with this Plan can be determined.

Any subdivision of lots and parcels of land within the Area shall be in accordance with the requirements of this Plan and the subdivision ordinance of the Village. No construction or alteration to existing or proposed buildings shall take place until a site plan reflecting such additional or revised construction has been submitted to, and approved by, the Planning Board. This

pertains to revisions or additions prior to, during, and after completion of the improvements.

In addition to the above-mentioned items, the following items shall be submitted as part of a site plan application:

- i. All leases, licenses, or agreements securing parking requirements.
  - ii. Technical loading and unloading study including but not limited to a list of expected deliveries, analysis of loading space required for each delivery, and the ability to specify the delivery time of each delivery.
  - iii. Copy of applications or conceptual designs that have been or will be submitted to NJDOT or the County.
  - iv. Streetscape/landscape design package including name of designer and design drawings.
  - v. When proposing the use of ground mounted electrical transformers within the confines of the Area, a narrative explanation shall be provided that identifies other possible locations and feasibility considerations of each site and provides an explanation for the reasonable infeasibility of alternative sites.
  - vi. When proposing accessory roof decks, a report including design drawings and operations shall be provided.
- C. Deviations: The Planning Board may grant deviations from the regulations contained within this Plan where, by reason for exceptional narrowness, shallowness, or shape of a specific piece of property, or by reason of exceptional topographic conditions, preexisting structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk, or design objective or regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Plan would be advanced by a deviation from the strict requirements of this Redevelopment Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of this Redevelopment Plan. An application for a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accord with the requirements of public notice as set forth in NJSA 40:55D-12. a. and b. Notwithstanding the above, any changes to the uses permitted in this Redevelopment Area shall be permitted only by means of an amendment of the Plan by the Board of Trustees, and only upon a finding that such deviation be would be consistent with and the furtherance of the goals and objectives of this Plan.

D. Approvals by Other Agencies: The redeveloper shall be required to provide the Village with copies of all permit applications made to federal, state, and county agencies upon filing such applications, as will be required by the Redevelopment Agreement to be executed between the redeveloper and the Village.

**8.6. Severability**

The provisions of this Plan are subject to approval by Ordinance. If a Court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Redevelopment Plan to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of the Plan and implementing Ordinance shall remain in full force and effect.

**8.7. Adverse Influences**

No use or reuse shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

**8.8. Non-Discrimination Provisions**

No covenant, lease, conveyance or other instrument shall be effected or executed by the Village or by a developer or any of their successors or assignees, whereby land within the Area is restricted by the Village, or the developer, upon the basis of race, creed, color, national origin, ancestry, sexual orientation, gender identity, marital status, or gender in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land in perpetuity, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use of any part of the Area on the basis of race, creed, color, national origin, ancestry, sexual orientation, gender identity, marital status, or gender.

**8.9. Redevelopment Actions**

The Village shall have such powers and duties as set forth in the LRHL and as may be conferred by this Plan.

**8.10. Relocation Requirements**

Implementation of this Plan may require the displacement and relocation of businesses located within the Redevelopment Area. At the time of property acquisition, the actual extent of displacement will be confirmed, and if it is necessary, a Workable Relocation Assistance Plan will be prepared and submitted to the New Jersey Department of Community Affairs for approval. The Village will comply with the requirements of the New Jersey State relocation statutes and regulations as applicable and will provide all benefits and assistance required under applicable law.

**8.11. Escrows**

At a minimum, the redevelopment agreement shall provide that the redeveloper shall be responsible to post sufficient escrows to cover any and all costs of the Village and the professional consultants retained by the Village to negotiate the redevelopment agreement, undertake any studies in connection with the project, review the proposed redevelopment project and advise the Village on any and all

aspects of the redevelopment process and as otherwise set forth in the redevelopment agreement.

**8.12. Infrastructure**

The redeveloper, at the redeveloper's cost and expense, shall provide all reasonably necessary engineering studies for, and construct or install all on- and off-site municipal infrastructure improvements and capacity enhancements or upgrades to traffic control measures, water service, sanitary sewer service, stormwater management, and flood mitigation measures to the project or required due to the impacts of the project, in addition to all required tie-in or connection fees. The redeveloper shall also be responsible for providing, at the redeveloper's cost and expense, all sidewalks, curbs, streetscape improvements (street trees and other landscaping), street lighting, and on- and off-site traffic controls and road improvements for the project or required due to the impacts of the project.

**8.13. Procedures for Amending the Plan**

This Plan may be amended from time to time upon compliance with the requirements of state law. A request for same may be submitted to the Board of Trustees. The Village reserves the right to amend this plan. The Village, at its sole discretion, may require an escrow deposit in accordance with Section 8.11 above from the party requesting the amendments, so that the Village may prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey and other additional professionals as may be required by the Village.

**8.14. Redevelopment Plan Duration**

The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of 50 years from the date of adoption of this Redevelopment Plan by the Township of South Orange Village Board of Trustees.

**8.15. Certificates of Completion**

Upon issuance of a certificate of occupancy for any project included under this plan, the developer shall submit for a Certificate of Completion.

**8.16. Land Use Map Amendments**

The adoption of this Plan or any amendments thereto shall automatically allow for any necessary modifications to the official Township of South Orange Village Land Use Map to ensure consistency between the two documents.

**8.17. Additional Superseding Provisions**

The standards contained within this Redevelopment Plan shall supersede any conflicting standards contained within the Land Development Ordinance (LDO) of the Village or other applicable Village codes or ordinances.

- A. Terms + Definitions: Any terms or definitions not addressed within this Redevelopment Plan shall rely on the applicable terms and conditions set forth in the Zoning Ordinance of the Village.
- B. Other Applicable Design + Performance Standards: Any design or performance standards not addressed within this Redevelopment Plan shall rely on the applicable design and performance standards set forth in the Land Development Ordinance of the Village.

**8.18. Other Provisions**

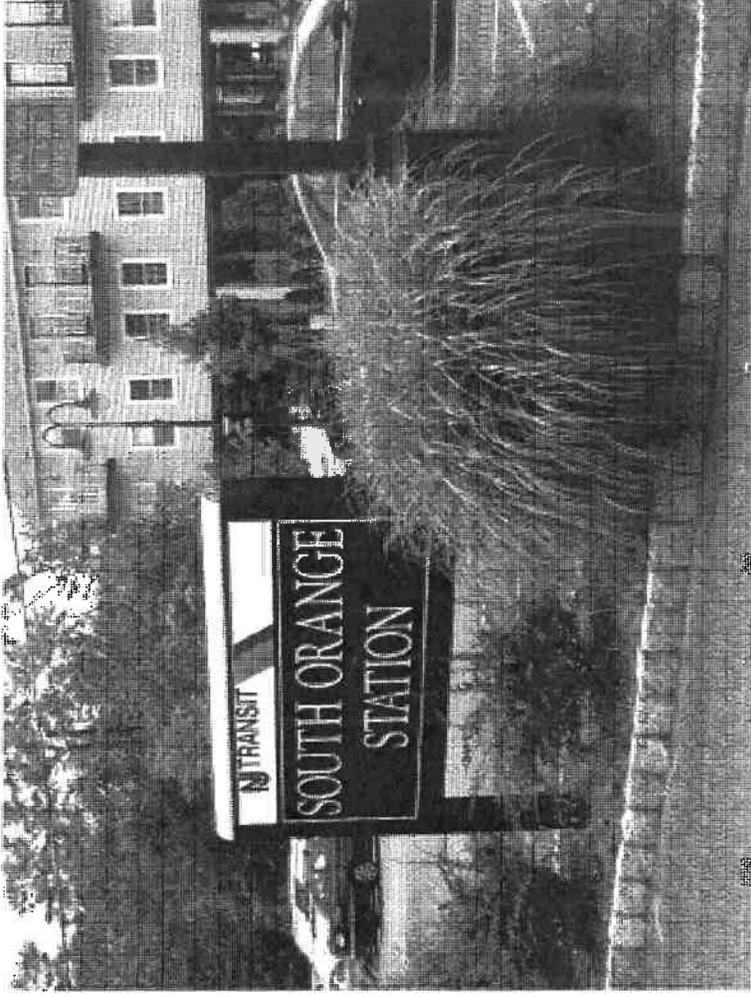
This Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, improved public utilities, recreation and community facilities, and other public improvements. This Plan has laid out various programs and strategies requiring implementation in order to carry out the objectives set forth herein.

- A. This Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- B. The diagrams, images and other graphic representations provided in this Plan are intended to provide a framework for interpretation of the written standards and regulations contained herein. Nothing in this Redevelopment Plan shall preclude the partial redevelopment of a Block depicted in such diagrams, images, or other graphic representations, provided that such subdivision or re-subdivision and partial redevelopment of a Block is fully in conformance with the written standards and regulations contained herein.



**9. APPENDIX A: CBD REDEVELOPMENT PLAN  
(MAY 19, 2014)**

**TOWNSHIP OF SOUTH ORANGE VILLAGE, ESSEX COUNTY, NEW JERSEY**  
**CENTRAL BUSINESS DISTRICT**  
**REDEVELOPMENT PLAN**



Prepared by Heyer Gruel & Associates

**Adopted May 19, 2014 Ordinance #2014-03**

## INTRODUCTION

One of the key planning initiatives of the Township of South Orange Village has been the revitalization of the Central Business District (CBD). The Village has determined that one of the most effective planning and implementation strategies is the use of redevelopment process in accordance with state statute. Since certain properties in the downtown were declared an "Area in need of Redevelopment" in the mid to late 1990s, the CBD has experienced significant change. The Village is seeing the results of its revitalization efforts and the implementation of its vision of the area.

The CBD Redevelopment Plan was originally adopted in 1996 with subsequent amendments to the Plan in 1999, 2002, 2008 and 2010.

### Area and Site Description

The CBD Redevelopment Area includes properties in 12 blocks of the Central Business District and adjacent areas. As shown on the aerial map, the area is located near the geographic center of the Village and contains a traditional mix of uses for a downtown including retail sales and services, restaurants, financial institutions, mixed use buildings, offices, public uses, surface parking lots and the South Orange train station. It should be noted that the Third & Valley Street District as shown on the Districts map is governed by the Third & Valley Streets Redevelopment Plan which was adopted in January 2013.

Since the CBD area was designated a redevelopment area in the mid 1990's, significant revitalization has occurred both through public and private efforts:

- *Streetscape Improvements*

Public improvements are an important element of the Village revitalization efforts. Streetscape improvements have been completed along South Orange Avenue and along portions of Valley Street, Vose Avenue and Scotland Road. These improvements have assisted in creating a more aesthetically pleasing CBD which is pedestrian and shopper friendly. This, in turn, has reinforced the marketing efforts and redevelopment activities in the CBD Redevelopment Area.

Streetscape improvements included:

- Reducing South Orange Avenue from a four-lane roadway to a three-lane road with a dedicated turning lane
- Installing pavers at pedestrian crosswalks
- Expanding sidewalk areas at key locations
- Realigning parking
- Installing street trees, landscaped areas, new lighting and street furniture

- *South Orange Performing Arts Center (SOPAC)*

The approximately 35,000 square foot four level Performing Arts Center is adjacent to the Train Station. It contains 5 movie theatres, a performance theatre and a multipurpose room for community events.

- *Upgrade of South Orange Train Station and associated commuter parking.*

The Train Station Redevelopment Plan for the South Orange train station dated July 1994 was the first step in the overall revitalization efforts of the Village CBD. The Plan addressed the major station improvements

proposed by New Jersey Transit and the upgrade of the existing storefronts for commercial use. Subsequent to the adoption of the Redevelopment Plan, major renovations to the existing storefronts occurred and new commercial retail uses were established. These improvements were the first visible evidence of the revitalization efforts of the Village.

- *Enhancements to the Greenway*
- *Private development*
  - Development of Eden Gourmet and The Above Restaurant at the former ShopRite site
  - Development of The Avenue on Vose Avenue
  - Development of Gaslight Commons, a 200 unit residential development on Third Street
  - Approval of a mixed use retail/residential development on the former Beifus site
  - Approval of a mixed use retail, commercial and residential development including a public parking structure on the Village owned Third and Valley Streets site

**STATUTORY REQUIREMENTS**

According to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. Any significant relationship of the redevelopment plan to:
  - The master plans of contiguous municipalities;
  - The master plan of the County in which the municipality is located; and

- The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al.).

6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

**OBJECTIVES**

One of the primary goals of the Village of South Orange is the maintenance and upgrading of commercial uses and structures within the Village Central Business District as well as construction of infill mixed use development. The comprehensive revitalization of the Village CBD is specifically identified in the 1991 Village Land Use Plan Element, the 2000 and 2011 Reexamination Reports as a land use objective, the 2007 Smart Growth Plan and the 2009 Downtown Vision Plan.

In furtherance of the overall goal of revitalization of the CBD, the following objectives are specifically related to the Redevelopment Plan. These objectives relate to appropriate land uses, density of population, improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

- To capitalize on the area's proximity to the train station and the economic opportunities it presents.
- To improve the utilization of land which can be more effectively "redeveloped" for community benefit.
- To promote economic development and broaden the Village's tax base.
- To maximize the leveraging of public and private funding to accomplish redevelopment of the area.
- To improve business opportunities through promotion of new economic activities.
- To provide additional retail uses and services for residents.
- To improve property values within the Redevelopment Area.

- To create a stronger linkage among all sections of the Redevelopment Area and surrounding neighborhoods.
- To enhance the existing image of the CBD.
- To improve opportunities for pedestrian movement and connections so that a more pedestrian oriented atmosphere is created.
- To encourage the use of space above the first floor for office and residential uses.
- To reinforce the interrelationship between Seton Hall University students and faculty and the Village CBD.
- To improve the visual streetscape of the CBD, through facade upgrade, signage, landscaping, street furniture, paving, lighting, pedestrian linkages and parking improvements.
- To preserve the architectural and historic integrity of the firehouse.
- To address the future parking needs of the Village, both shoppers and commuters.
- To promote roadway improvements which will provide safe and efficient flow of vehicular traffic and enhance the viability of the CBD.
- To minimize, to the extent possible, gaps in the streetscape.
- To reinforce the CBD and the adjacent area as a Transit Village.
- To encourage development to meet sustainable/green standards.

## **RELATIONSHIP OF PLAN TO VILLAGE LAND DEVELOPMENT REGULATIONS**

The Area shall be redeveloped in accordance with the standards detailed in this Redevelopment Plan. The Plan supersedes the use, bulk, and design standard provisions of the Village Land Development Regulations.

Any deviation from permitted use standards which would result in a "d" variance shall be addressed as an amendment to the Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations which would result in a "d" variance. The Planning Board shall have power to grant relief from other bulk and dimensional requirements of this Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to the N.J.S.A. 40:55D-70c.

All exceptions or waivers from design standards from the requirements for site plan or subdivision approval may also be granted by the Planning Board except for "d" variances.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified by N.J.S.A. 40:55D, et seq. No deviations may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan.

Final adoption of this Redevelopment Plan by the Village Board of Trustees shall be considered an amendment to the Village Zoning Ordinance and Official Zoning Map.

**LAND USE PLAN**

**CENTRAL BUSINESS DISTRICT**

**Objective:** The objective of the District is to revitalize the CBD and enhance the economic vitality of the area by providing a variety of opportunities for commercial and residential uses in a vibrant pedestrian-oriented environment.

*Principal Permitted Uses*

- Retail sales and service but excluding sale of building materials, motor vehicles, boats and swimming pools
- Banks, commercial and savings excluding drive through facilities
- Offices, including professional offices, above the first floor. Sites/buildings that do not front on South Orange Avenue may have offices on the first floor (see Office Overlay as identified on the Districts Map)
- Restaurants, Cafes, Taverns, retail markets. Outdoor dining is permitted if a license is issued by the Township
- Public uses
- Residential units above the first floor
- Indoor theaters
- Cultural and educational facilities and other places of public assembly above the first floor
- Hotels
- Essential services
- Child care centers
- Private Recreation facilities above the first floor
- Lodges and fraternal organizations, above the first floor
- Vocational Schools and Studios, above the first floor
- Parking lots or parking decks owned by a public and/or governmental entity

- Wellness Centers above the first floor
- Wellness Centers. Sites/buildings that do not front on South Orange Avenue may have wellness centers on the first floor. (See office overlay as identified on the Districts Map.

Drive-thru uses are prohibited.

*Accessory Uses*

- Uses and structures customary, incidental and accessory to the principal use such as off-street parking, structured parking and signs.

*Bulk Standards*

- Minimum lot area: 6,000 square feet
- Minimum width (interior): 50 feet
- Minimum width (corner): 75 feet
- Minimum yard requirements:
  - Front: 0
  - Side: 0'
  - Rear: 25 feet<sup>2</sup>
- Maximum building height: 48 feet except for lots which front on Valley Street and Taylor Place, where the maximum height shall be 36 feet.
- Maximum lot coverage: 90 percent
- Parking: The provisions of Section 92-201 and 92-203 shall apply except for residential uses whereby the Residential Site Improvement Standards shall be used; however, the Planning Board may grant waivers, exceptions and agreements to exceed, where deemed appropriate. Shared parking among mixed uses shall be encouraged and may be factored in for purposes of calculations, where appropriate.

- Residential Standards
  - A maximum of 10% of the units shall be studios
  - A minimum of 20% of the units shall include 2 or more bedrooms
  - Each unit shall contain a minimum of 400 square feet.

<sup>1</sup> If doors or windows are provided on a side wall, at least 10 feet is required or where abutting a residential zone, then a side yard of one foot for every two feet of building height of the principal structure is required. No such side yard shall be less than 10 feet.

<sup>2</sup> If rear yard abuts a residential zone, a minimum five foot high fence shall be erected to screen the business use.

*Wellness Center Standards*

- It shall be a hospital sponsored "center"
- It shall not include surgery centers or labs
- It shall have a parking standard of 4 spaces per 1,000 square feet of gross floor area.

*Affordable Housing Requirement*

All development of a residential nature shall be governed by Article XXXVIIA (Affordable Housing Regulations).

**CENTRAL BUSINESS DISTRICT – 1**

Objective: The objective of the District is to create a mixed use development which will contain a supermarket, retail space, residential apartments and structured parking to serve the onsite uses.

*Principal Permitted Uses*

- Retail sales and service but excluding sale of building materials, motor vehicles, boats and swimming pools
- Banks, commercial and savings excluding drive through facilities
- Offices, including professional offices, above the first floor.
- Sites/buildings that do not front on South Orange Avenue may have offices on the first floor (see Office Overlay as identified on the Districts Map)
- Restaurants, cafes, taverns, and retail markets. Outdoor dining is permitted if a license is issued by the Township.
- Public uses
- Residential units above the first floor
- Indoor theaters
- Cultural educational facilities and other places of public assembly above the first floor
- Parking lots or parking decks owned by a public and/or governmental entity
- Hotels
- Essential services
- Child care centers
- Private Recreation facilities above the first floor
- Lodges and fraternal organizations above the first floor
- Wellness Centers above the first floor

- Wellness Centers. Sites/buildings that do not front on South Orange Avenue may have wellness centers on the first floor (See Office Overlay as identified on the Districts Map)

Drive thru uses are prohibited

*Accessory Uses*

- Uses customary, incidental and accessory to the principal use such as off-street parking, structured parking and signs.

*Bulk Standards*

- Minimum Lot Area: 40,000 square feet
- Minimum Lot Width: 200 feet
- Minimum yards:
  - Front: 0
  - Side: 0 1
  - Rear: 0
- Maximum Building Height: 58 feet/5 stories 2
- Maximum Lot Coverage: 100%

- Parking: The provisions of Section 92-201 and 92-203 shall apply except for residential uses whereby the Residential Site Improvement Standards shall be used; however, the Board may grant waivers, exceptions and agreements to exceed, where deemed appropriate. Shared parking among mixed uses shall be encouraged and may be factored in for purposes of calculations, where appropriate.
- Lots 4, 5 and 6 shall comply with the minimum lot area and minimum lot width standards of the CB District.

*Residential Standards*

- A maximum of 10% of the units shall be studios
- A minimum of 20% of the units shall include 2 or more bedrooms

- Each unit shall contain a minimum of 400 square feet.

<sup>11</sup>If doors or windows are provided on side wall, at least 10 feet is required or where abutting a residential zone, then a side yard of one foot for every two feet of building height of the principal structure is required. No such side yard shall be less than 10 feet.

<sup>2</sup>Architectural features not containing livable floor space such as spires, cupolas, domes, belfries, parapets, weathervanes or cornices shall be exempt from the minimum building height, except that such features shall in no case exceed the actual height of the building they are on by more than 20 feet.

*Wellness Center Standards*

- It shall be a hospital sponsored "center"
- It shall not include surgery centers or labs
- It shall have a parking standard of 4 spaces per 1,000 square feet of gross floor area.

*Affordable Housing Requirement*

All development of a residential nature shall be governed by Article XXXVIII (Affordable Housing Regulations).

**CENTRAL BUSINESS DISTRICT – 2**

**Objective:** The objective of the District is to redevelop the site for mixed use development which will include retail, residential apartments and structured parking for on-site uses. The design of the site should be particularly sensitive to the adjacent Village recreation facilities and open space areas.

*Principal Permitted Uses*

- Retail sales and service but excluding sale of building materials, motor vehicles, boats and swimming pools
- Banks, commercial and savings excluding drive through facilities
- Offices, including professional offices above the first floor
- Restaurants, cafes, taverns and retail markets. Outdoor dining is permitted if a license is issued by the township.
- Public uses
- Residential units above the first floor
- Indoor theaters
- Cultural and educational facilities and other places of public assembly
- Parking lots or parking decks owned by a public and/or governmental entity
- Hotels
- Essential services
- Child care facilities
- Private recreation facilities
- Lodges and fraternal organizations above first floor
- Wellness Centers above the first floor

Drive thru uses are prohibited

*Accessory Uses*

- Uses customary, incidental and accessory to the principal use such as off-street parking, structured parking and signs.

*Bulk Standards*

- Minimum Lot Area: 40,000 square feet
  - Minimum Lot Width: 200 feet
  - Minimum yards:
    - Front: 0
    - Adjacent to Village Property: 10 feet which shall be landscaped/fenced to minimize impact on adjacent Village property
    - Adjacent to railroad right-of-way: 0
  - Maximum Building Height: 60 feet/5 stories<sup>2</sup>
  - Maximum Lot Coverage: 90%
  - Maximum Residential Density: 45 dwelling units per acre
  - Parking: The provisions of Section 92-201 and 92-203 shall apply except for residential uses whereby the Residential Site Improvement Standards shall be used; however, the Board may grant waivers, exceptions and agreements to exceed, where deemed appropriate. Shared parking among mixed uses shall be encouraged and may be factored in for purposes of calculations, where appropriate.
  - Structured Parking, Maximum Height: 2 levels.
  - Residential Standards
    - A maximum of 10% of the units shall be studios
    - A minimum of 20% of the units shall be 2 bedrooms or more
    - Each unit shall contain a minimum of 400 square feet.
- If doors or windows are provided on side wall, at least 10 feet is required or where abutting a residential zone, then a side yard

of one foot for every two feet of building height of the principal structure is required. No such side yard shall be less than 10 feet.

2 Architectural features not containing livable floor space such as spires, cupolas, domes, belfries, parapets, weathervanes or cornices shall be exempt from the minimum building height, except that such features shall in no case exceed the actual height of the building they are on by more than 20 feet.

*Wellness Center Standards*

- It shall be a hospital sponsored "center"
- It shall not include surgery centers or labs
- It shall have a parking standard of 4-spaces per 1,000 square feet of gross floor area.

*Affordable Housing Requirement*

All development of a residential shall be governed by Article XXXVIII A (Affordable Housing Regulations).

**PLANNED RESIDENTIAL DEVELOPMENT**

**Objective:** The objective of the district is to establish an area which permits high density multi-family housing which is located in close proximity to the South Orange train station, thereby minimizing the need for off-street parking and creating incentives for the use of mass transit. Further, the proximity of the housing to the CBD will provide services to the residents and promote additional daytime and nighttime activity in the CBD.

*Principal Permitted Uses*

- Townhouses
- Multi-family apartments
- Essential services
- Family day care

*Permitted Accessory Uses*

- Uses customary, incidental and accessory to the principal use such as signs and off-street parking, including subterranean parking and/or parking located beneath a principal structure.

*Conditional Uses*

- Professional offices in residences as referenced in Section 92-215 of the Village Land Development Ordinance.

*Bulk Standards*

- Minimum lot area: 4.5 acres
- Minimum front yard setback: 65 feet
- Minimum side yard setback: 15 feet
- Minimum rear yard setback: 40 feet
- Maximum total lot coverage: 80 percent
- Maximum building coverage: 42 percent
- Maximum building height: 5 stories, up to 58 feet<sup>1</sup>

- Maximum residential density: 43 dwelling units per acre
- A landscaped strip of at least 5 feet shall be provided along the entire perimeter of any property, except for necessary opening for vehicular and/or pedestrian access.
- There shall be a minimum distance of 50 feet between multiple residential buildings on a single property.
- On-site recreational facilities, including playgrounds, swimming pools, etc. shall not be less than 15 feet from any property line and shall be screened by either fencing, landscaping or both from adjoining properties.
- Off-street parking: In accordance with the Residential Site Improvement Standards (RSIS); however, the Board may grant waivers, exceptions and agreements to exceed, where deemed appropriate.

<sup>1</sup>If doors or windows are provided on side wall, at least 10 feet is required or where abutting a residential zone, then a side yard of one foot for every two feet of building height of the principal structure is required. No such side yard shall be less than 10 feet.

*Affordable Housing Requirement*

All development shall be governed by Article XXXVIII (Affordable Housing Regulations).

## DESIGN STANDARDS

These design standards shall be applied with the relevant use and bulk requirements defined in this Redevelopment Plan. The design standards are intended to reinforce the physical, visual and spatial characteristics of the Redevelopment Area. Any development which occurs in the Redevelopment Area should be considered in the context of the overall area. Standards are intended to apply to renovations of existing buildings, infill construction and to new buildings on vacant land.

### General

- New buildings shall relate to existing context and be consistent in scale. Balance shall be achieved so that the new development will not overwhelm or be dwarfed by neighboring buildings.
- New buildings shall relate to public streets and plazas, both functionally and visually. The primary orientation of a building shall not be towards a parking lot or parking structure.
- The appearance of all sides of buildings is important. It may be desirable to develop alternative entries. Therefore, guidelines for the fronts of buildings shall also apply to other sides.
- The type, shape, pitch, texture and color of roof surfaces visible from the street shall be architecturally compatible with the building style, material, colors and details. Roof forms should be similar to those predominantly found on adjacent buildings. New rooftop elements (e.g. HVAC, antennas) shall be screened from the public right-of-way.
- All pedestrian entryways and/or lobbies shall be prominent, well-lit and separate from service entrances.

- In residential development, outside storage of materials and personal belongings of residents shall be prohibited. Accessory storage space shall be provided for each dwelling unit.
- All storage of refuse and recyclable materials shall be maintained within the confines of an enclosed building or structure and shall be reasonably accessible for vehicular collection on the site.
- Any new development plan shall not openly conflict with the dominant design features of its physical context. Continuity can be achieved through consideration of elements of facade composition (such as fenestration, cornice or soffit line, floor to floor elevation, etc.) through the use of related materials, by maintaining roof pitch, by continuing a line of street trees, decorative lamp posts and so forth.

### Architectural Standards

- The exterior walls of buildings shall not have large blank or featureless expanses. All sides of buildings must be of a consistent scale and proportion. The exterior walls shall be articulated in order to mitigate their width and height, relative to those of the surrounding buildings.
- Rooftop planters, fences below the height of the parapets or railings, canvas terrace awnings, and outdoor furniture are permitted;
- If covered, stoops and porches shall be covered by a high quality roofing material, such as metal, slate, concrete or clay tile and shall not be screened or otherwise enclosed;
- Trim elements and visible window framing shall be painted or sealed.

- The use of real materials, rather than imitations such as brick veneer, is encouraged.
- Vinyl siding, plastic roof tiles, thin brick veneer or EIFS (Exterior Insulation Finish Systems) is discouraged.
- Materials used near sidewalks and adjacent to the entrance shall be durable and compatible with other building materials.
- Air conditioning units should not be placed into windows or any other openings visible from the street. Units located in non-window openings may be permitted if they are screened with a grille within the building wall.
- Foundation exposure shall be limited to a maximum of 36 inches above grade.
- At first floor retail, financial, and food-related uses, at least 60% of their surface area shall be glazed, and the visible light transmittance of that glazing shall be at least 70%.
- The maximum height of the sill above the sidewalk shall be 3 feet for retail, financial and food related uses.
- Openings for window and windowpanes shall have a vertical dimension greater than or equal to the horizontal dimension.
- Windowsills shall project a minimum of 2 inches from the building face.
- All lintels shall extend a minimum of 4 inches beyond the edge of the opening.
- Doors, except garage doors, shall be or appear to be constructed of planks or raised panels (not flush with applied trim.)
- Where applicable, dormers shall light habitable spaces, shall be placed flush with or a minimum of 3 feet from side building walls, and shall have shed roofs with a

- minimum slope of 3:12 or hipped with a slope to match the principal roof.
- All hipped or gabled roofs ends shall have eaves.
- Eaves shall be continuous, unless overhanging a balcony or porch.

*Parking and Circulation*

- All 90 degree parking spaces shall be a minimum of 9 feet in width by 18 feet in depth where aisle widths are less than 24 feet in width.
- Aisles shall be a minimum of 22 feet in width.
- Ninety degree parking spaces may be 8 feet, 6 inches in width by 18 feet in depth if the aisle width is a minimum of 24 feet in width.
- A maximum of 25 percent of required parking spaces may be compact spaces measuring eight (8) feet in width by sixteen (16) feet in depth if the aisle width is a minimum of 24 feet in width.
- Parking stalls in the public right of way shall not count towards required parking.
- The relationship between truck delivery, vehicular traffic, and pedestrian circulation shall be considered when designing service entries, walkways, and pedestrian entrances.
- Off-street parking and loading areas shall be coordinated with the public street system serving the Area in order to avoid conflicts with through-traffic, obstruction to pedestrian walks and vehicular thoroughfares.
- Off-street parking shall not be located between any principal building and the front street line of the lot. On corner lots, off-street parking shall not be located

- between a principal building and the side street line where another location is practical.
- A minimum of ten percent of any surface parking facility shall be landscaped and shall include one shade tree for every twenty parking spaces. The perimeter of the parking area shall be landscaped. Large concentrations of surface parking shall be avoided.
- Loading docks and bays shall be placed in the back or side of buildings and shall not be visible to the average pedestrian. Loading areas shall be suitably buffered and screened to minimize impacts of noise, lighting, glare and visibility.
- Ground level street frontage of parking structures shall be occupied by permitted commercial or residential uses.
- Vehicular access to parking structures shall be designed so as not to negatively impact upon major pedestrian routes.
- Parking structure signage shall be consistent with signage standards for permitted commercial and residential uses in the District.

*Green/Sustainable Standard*

- Green Sustainable building, design and stormwater technology shall be incorporated into the development, to the extent feasible.

*Signage*

- Signage shall be in accordance with the Township of South Orange Land Development Ordinance (Chapter 92).

*Streetscape/Landscaping Standards*

- Poles at intersections shall be coordinated with street lights and traffic lights.
- Intersections shall contain handicapped accessible ramps.
- Intersections shall contain crosswalks, which will serve as an extension of the sidewalk.
- Setback areas are encouraged to be landscaped with a combination of flowering trees, shrubs, perennials and bulbs to create a garden space.
- Lawn and turf areas are discouraged in all front yards. More sustainable and less maintenance intensive groundcovers are encouraged.
- Maximum free standing light fixture height shall not exceed 20 feet in height.
- Building lights shall be compatible with the fixtures of the street lights.
- Floodlights shall not be directed toward the street.
- Permissible lighting types include LED, CFL, incandescent, halogen and natural gas lighting. Sodium vapor fixtures shall be prohibited.
- Where not addressed in this Plan, the Streetscape and Lighting Standards in Article 92 of the Township Land Development Ordinance shall apply.
- Street trees, curbing, sidewalks, street lights, street furniture and crosswalks shall be provided and coordinated with the existing CBD Streetscape.

- Bicycle racks and storage shall be provided in accordance with Section 92-201 of the Land Development Ordinance.

*Additional Design Standards*

- Roof-vent penetrations shall be located at least 10 feet from any exterior building face, if possible.
- Every effort shall be made to make utilities as visually unobtrusive as possible. Meters and access panels shall be integrated with street and building design.
- Generators and transformers shall not be visible from street-facing facades.
- Security gates shall be permitted only if they are installed inside the commercial or non-residential premises. Solid doors are prohibited. A minimum of 65 percent of the gate area must be of see-through open design.
- Fire escapes shall not be permitted on the building's front facade.
- Chain link fencing shall be prohibited.
- Fences shall be made of aluminum or steel and may have stucco or masonry piers. Wood and chain link are not permitted as fencing materials.

## **RELOCATION**

The required amount of relocation necessary to fully implement the Redevelopment Plan is expected to be minimal given the nature of the parcels. However, should relocation be necessary, the Village of South Orange will provide all displaced tenants and landowners with the appropriate relocation assistance, pursuant to applicable State and Federal law. Such assistance will be provided through an appropriately designated office which will assist in any relocation of persons, businesses or entities. The local housing market including South Orange and the surrounding community contains an ample supply of comparable replacement housing to absorb any residents of South Orange who may be displaced by the redevelopment process. If relocation is not caused by the Redevelopment Plan, the Village is not responsible for relocation of people and businesses.

## **PROPERTY TO BE ACQUIRED**

This Redevelopment Plan authorizes the Village to exercise its condemnation powers on all properties in the Redevelopment Area to acquire property or to eliminate any restrictive covenants, easements or similar property interests which may undermine the implementation of the redevelopment project.

The Village plans, however, to continue working with affected property owners and businesses to promote private redevelopment of the parcels within the redevelopment area.

## RELATIONSHIP TO OTHER PLANS

### 2011 Reexamination Report

The 2011 Reexamination Report recognizes the Central Business District Redevelopment Plan as the document that provides the planning principles, goals and regulatory standards for the Central Business District. A general planning objective continues to be the revitalization of the Central Business District. Several recommendations were made regarding the Central Business District Redevelopment Plan. These included an update to the permitted uses and strengthening of the design standards. This Redevelopment Plan is consistent with the goals and recommendations in the 2011 Reexamination Report.

### 2009 Downtown Vision Plan

The Downtown Vision Plan identifies key development sites within the Central Business District and the Valley Street and Irvington Avenue business corridors and makes recommendations regarding their redevelopment opportunities.

This Redevelopment Plan is generally consistent with the 2009 Downtown Vision Plan.

### 2007 Smart Growth Plan

The Township of South Orange Smart Growth Plan dated October 2007 serves as a long range guide for the downtown and the Village as a whole. The Smart Growth Plan recognizes the CBD redevelopment efforts and recommends that stronger design standards be incorporated into the CBD redevelopment plan. The Plan identifies the adequacy of parking in the CBD as an issue. The need for structured parking near the downtown area was raised during the public outreach process.

This Redevelopment Plan is substantially consistent with the 2007 Smart Growth Plan

### Adjacent Municipalities

The Village of South Orange is bordered by the Town of West Orange, the Cities of Orange, East Orange and Newark, and the Township of Maplewood. None of these communities directly about the Redevelopment Area since the Redevelopment Area is located in the geographic center of the Village. Revitalization of the CBD as the primary goal of the Redevelopment Plan is consistent with the efforts of adjacent communities in revitalizing their CBD areas and will not have any impact on adjacent municipalities.

### Essex County Master Plan

The Essex County Master Plan recognized the existing Village CBD along South Orange Avenue and Valley Street. As a result, the County Plan designated the CBD as commercial. The County Plan is consistent with the Redevelopment Plan in that the continued viability and revitalization of an existing CBD is a mutual goal.

### State Strategic Plan

The Final Draft State Strategic Plan, dated November 2011, outlines goals and principles for targeting investment and growth in the State of New Jersey. This Redevelopment Plan is consistent with the stated goals and objectives of the State plan. Specifically, this Plan is exemplary of the guiding principle of 'spatial efficiency', which will help guide state decision making. "Spatial Efficiency: The State of NJ will place value on the economic, social and environmental benefits of investing in areas where infrastructure already exists in an effort to control

long-term costs of public services, re-invigorate existing communities, and protect important natural resources."

The State Strategic Plan also identifies Garden State Values, many of which are consistent with this Plan. For instance, Garden State Value #1 is to concentrate and mix uses, while Garden State Value #2 is to prioritize redevelopment and infill development around existing infrastructure.

The State Plan also notes that priority areas targeted for investment and growth should be those which create compact livable communities that will attract business and workers, and efficiently use infrastructure.

Although the specific areas to be targeted as priorities for investment and growth have yet to be named, this Plan fits the criteria that are recommended by the State Strategic Plan as an area to be targeted for strategic investment.

**AFFORDABLE HOUSING**

No affordable housing units are identified to be removed as part of the implementation of this Redevelopment Plan. This Redevelopment Plan requires an affordable housing set aside as detailed in the Township Land Development Ordinance.

**ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS**

*Duration of Redevelopment Plan*

The Redevelopment Plan shall remain in effect for 30 years from the date of adoption of this Plan by the Board of Trustees. After that period, the Zoning Ordinance will regulate the development of the site.

*Amending the Redevelopment Plan*

This Redevelopment Plan may be amended from time to time in compliance with the requirements of law.

**DEFINITIONS**

- Child Care Centers - An establishment providing for the care, supervision and protection of children that is licensed by the State of New Jersey pursuant to P.L. 1983, c. 492 (N.J.S.A. 30:5B-1 et seq.).
- Banks, commercial and savings - Establishments primarily accepting deposits, making commercial and consumer loans including mortgages and other real estate loans and investing in high grade securities and including vault storage.
- Public Uses - Public buildings and structures.
- Restaurants - An establishment where food and drink are prepared and/or served primarily within the principal building This may include sidewalk and rooftop dining where permitted and takeout service that does not include drive-through order and/or drive-through pickup.
- Retail sales - Establishments engaged in selling goods or merchandise to the general public for personal or household consumption.
- Retail services - Establishments engaged in providing services as opposed to products to the general public for personal and household use, including personal services; business services and miscellaneous repair services.
- Taverns - An establishment for the public whose primary business is the sale of alcohol for consumption within the principal building. Taverns include but are not limited to bars and nightclubs.
- Cafes - A beverage and food service establishment that focuses on serving breakfast and lunch oriented food products, non-alcoholic beverages such as coffee or

- tea, and offers a pedestrian friendly short term seating environment. Cafés are equally oriented for sit down as well as take-out services. Cafés may include areas for outdoor seating /sidewalk café'. Cafés may include onsite food prep/ baking as long as the onsite prep area does not exceed 1/3 of the floor area. Uses such as coffee shops and tea rooms will be considered Cafés.
- Retail markets - Includes bakeries, coffee shops, meat and fish markets, delicatessens, grocery stores, food markets and ice cream parlors which may have, as an accessory use, on-premises food consumption but not wait service.
  - Private recreational facilities - Recreation facilities operated by a private organization and open only to bona fide members and guests of such organization. Health Clubs and gyms are defined as private recreation facilities.
  - Parking garages - A public or private parking facility.
  - Essential services - The erection, construction, alteration or maintenance of underground, surface or overhead gas, electrical, steam or water transmission systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, traffic signals, light stanchions, telephone lines, hydrants and other similar equipment and accessories, reasonably necessary for the furnishing of adequate service to the zone or neighborhood where located by public utilities, municipal or other governmental agencies.
  - Office- a room, group of rooms or building use for conducting the affairs of a business, profession, service, industry or government but where no retail sales of goods are offered and where no manufacturing assembling or fabricating takes place.

- Professional Office- A room or suite of rooms wherein the business of a physician, dentist, architect, engineer, or other professional person may be carried on.
- Wellness Center- A hospital sponsored establishment that provides services, facilities and education to promote health, healthcare, wellness, fitness and health maintenance. Such services and facilities include exercise and fitness facilities, fitness training and education, restorative health services, physical, speech and occupational therapy, cardiovascular wellness training and similar facilities and services to enhance health, fitness, wellness, and wellbeing. Such services, facilities and education to be provided by professional training, health, nutrition and medical personnel to the general public.



**10. APPENDIX B: RESOLUTION DESIGNATING AN AREA IN NEED OF REDEVELOPMENT**

CERTIFIED COPY

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPROVING THE PLANNING BOARD'S  
DECEMBER 4, 1995 RESOLUTION REGARDING  
MUNICIPAL PROPERTIES IN NEED OF REDEVELOPMENT

WHEREAS, the Board of Trustees of the Township of South Orange Village, pursuant to N.J.S.A. 40A:12A-6(a), requested that the South Orange Planning Board undertake an investigation to determine whether the municipal lots set forth on the schedule entitled Redevelopment Area attached to Resolution #66-95, which was passed on February 27, 1995, are in need of redevelopment; and

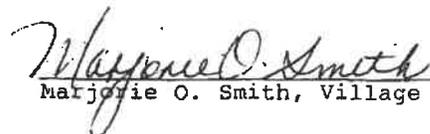
WHEREAS, pursuant to N.J.S.A. 40A:12A-6(b), the South Orange Planning Board held public hearings on October 10, 1995 and November 6, 1995 to determine if the aforementioned properties are in need of redevelopment; and

WHEREAS, the South Orange Planning Board, pursuant to N.J.S.A. 40A:12A-6(b)(5), has recommended that the Board of Trustees of the Township of South Orange Village determine that the lots listed in the first Be It Resolved Clause of the Planning Board's December 4, 1995 Resolution, attached hereto, be determined by the Board of Trustees to be an area in need of redevelopment;

WHEREAS, the Board of Trustees hereby concludes, for the reasons set forth in Attachment 2, that within the area described on Exhibit A attached hereto the conditions described in N.J.S.A.40A:12A-5 (a) - (e) are found; now, therefore

BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village, that the lots listed on the Exhibit to this Resolution are hereby determined to be an area in need of redevelopment.

I, Marjorie O. Smith, Village Clerk of the Township of South Orange Village, in the County of Essex, New Jersey, do hereby certify that this is a true and correct copy of a resolution adopted by the Board of Trustees of the Township of South Orange Village at a Regular Meeting held on Monday, December 18, 1995.

  
Marjorie O. Smith, Village Clerk

PLANNING BOARD OF THE VILLAGE OF SOUTH ORANGE

RESOLUTION

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* provides for the preliminary investigation by the planning board of any potential redevelopment area within a municipality upon request of the governing body; and

WHEREAS, The Board of Trustees has requested the Planning Board to prepare a map of, undertake a preliminary investigation of and decide whether the municipal lots set forth on the schedule entitled REDEVELOPMENT AREA attached are in need of redevelopment, which area generally consists of an area in or near the central business area of the Village consisting of the following four parcels:

Block 1902, Lots 14, 15, 23, 27-30, 32-37, generally bounded by Church Street on the west, South Orange Avenue on the North, the NJ Transit railroad tracks on the east, the Village Mews Condominiums, Sickley Lumber and a residence on Church Street on the south.

Block 1904, Lots 6-9, Block 1909, Lots 1-3, 8 and 9 and Block 1006, Lots 1, 2, 13 and 14 generally bounded by lot 10 in Block 1904 and Village recreation property on the west, South Orange Avenue on the south, an alleyway and parking lot on the east varying between approximately 120 and 200 feet west of Scotland Road and Taylor Place, the post office and Cammeron Field on the north.

Block 1906, Lots 1-4, 11-14, Block 1905, Lot 1 and Block 2304, Lots 3-9, generally bounded by the NJ Transit railroad tracks and Sloan Street on the west, First Street on the north, a jagged line on the east running parallel to and west of Valley Street varying between zero and 250 feet and a straight line on the south running parallel and north of Fourth Street a distance of approximately 150 feet.

Block 2301, Lot 58 generally bounded by the entrance drive to the Village Waterlands Park on the west, Third Street on the north, the NJ Transit railroad tracks on the east and a line on the south running parallel and south of Third street a distance of approximately 400 feet; and

WHEREAS, the Planning Board prepared such map, undertook such investigation of the Redevelopment area and looked at following properties adjacent to or in the vicinity of the Redevelopment area : Block 1902, Lots 16-22, 24, 25, 26, (alley between 26 and 32), 31; Block 1909, Lots 4, 5 and 6; Block 1904, Lots 10-13 and Block 1006, Lots 9-12; and

WHEREAS, the Board conducted public hearings as part of the investigation on October 10 and November 6, 1995 after adequate written and published notice as required by law; and

WHEREAS, the Board decided that the following lots are recommended to the Board of Trustees as in need of redevelopment:

Block 1006, Lots 1, 2 13 and 14, which lots are bound by Vose Avenue, Taylor Place,

the municipal parking lot fronting on the southerly side of Taylor Place and the rear of properties on South Orange Avenue between Vose Avenue and the alleyway between lots 8 and 9;

Block 1909, Lots 1-3, 8 and 9, which lots are bound by South Orange Avenue and the rear of lots 4-6 on South Orange Avenue on the south, the post office on the north, Vose Avenue on the east and the railroad tracks on the west;

Block 1902, Lots 14, 15, 23, 27-30, 32-37, which lots are bound by South Orange Avenue on the north, Church Street on the west, Block 1903 on the south and the railroad tracks on the east;

Block 1906, Lots 1-4, 11-14, Block 1905, Lot 1 and Block 2304, Lots 3-9, which lots are bound by First Street on the North, Sloan Street and the railroad tracks on the west, the rear of Block 2304, lots 10-12 on Fourth Street and the northerly side of lot 2 on the westerly side of Valley Street on the south and Valley Street, the rear of Block 1905, Lot 8 fronting on Valley Street, the west side Block 1905, Lot 2 fronting on Second Street, the rears of Block 1906, Lots 7-10 fronting on Valley Street and the west side of Block 1906, Lot 5 fronting on First Street; and

WHEREAS, the Board decided that the following lots not within the area the Board of Trustees requested the Board to investigate are in need of redevelopment and recommend that the Trustees request the Board to reaffirm its investigation and recommend back to the Trustees that such lots are in need of redevelopment:

Block 1902, Lots 16-22, 24, 25, 26, (alley between 26 and 32), 31

Block 1909, Lots 4-6

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Village of South Orange:

1. The Board recommends to the Trustees that the following lots are in need of redevelopment:

Block 1006, Lots 1, 2, 13 and 14, which lots are bound by Vose Avenue, Taylor Place, the municipal parking lot fronting on the southerly side of Taylor Place and the rear of properties on South Orange Avenue between Vose Avenue and the alleyway between lots 8 and 9;

Block 1909, Lots 1-3, 8 and 9, which lots are bound by South Orange Avenue and the rear of lots 4-6 on South Orange Avenue on the south, the post office on the north, Vose Avenue on the east and the railroad tracks on the west;

Block 1902, Lots 14, 15, 23, 27-30, 32-37, which lots are bound by South Orange

Avenue on the north, Church Street on the west, Block 1903 on the south and the railroad tracks on the east;

Block 1906, Lots 1-4, 11-14, Block 1905, Lot 1 and Block 2304, Lots 3-9, which lots are bound by First Street on the North, Sloan Street and the railroad tracks on the west, the rear of Block 2304, lots 10-12 on Fourth Street and the northerly side of lot 2 on the westerly side of Valley Street on the south and Valley Street, the rear of Block 1905, Lot 8 fronting on Valley Street, the west side Block 1905, Lot 2 fronting on Second Street, the rears of Block 1906, Lots 7-10 fronting on Valley Street and the west side of Block 1906, Lot 5 fronting on First Street;

2 The Board recommends to the Trustees that they request the Board to conduct an investigation and recommend back to the Trustees whether the following lots are in need of redevelopment:

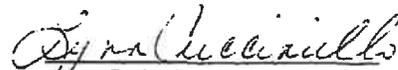
Block 1902, Lots 16-22, 24, 25, 26, (alley between 26 and 32), 31

Block 1909, Lots 4-6

3. This resolution shall serve as the report of the Board under the Local Redevelopment and Housing law and shall be immediately delivered by the Secretary to the Board of Trustees.

IN WITNESS WHEREOF, the Board has caused this resolution to be executed by its Chairman and Secretary on the 4th day of December 1995.

\_\_\_\_\_  
Angelo Bianchi, Chairman

  
Lynn Cucciniello, Secretary

The foregoing is a true copy of a resolution adopted by Board at its regular meeting of December 4, 1995 memorializing an oral resolution by the Board at its regular meeting of November 6, 1995 as reflected in the minutes of such meetings.

DATED: December 4, 1995

  
Lynn Cucciniello, Secretary

REDEVELOPMENT AREA

<u>BLOCK/LOT</u>	<u>ADDRESS</u>
1006/1	52 Taylor Place
1006/2	60 Taylor Place
1006/13	12 Vose Avenue
1006/14	14 Vose Avenue
1902/14	14 Church Street
1902/15	12 Church Street
1902/23	68 South Orange Avenue West
1902/27	9 Trenchard Place
1902/28	11 Trenchard Place
1902/29	2 South Orange Avenue West
1902/30	2-1 South Orange Avenue West
1902/32	16 South Orange Avenue West
1902/33	14 South Orange Avenue West
1902/34	10 South Orange Avenue West
1902/35	6-8 South Orange Avenue West
1902/36	2 South Orange Avenue West
1902/37	2 South Orange Avenue West
1904/6	1 South Orange Avenue West
1904/7	1 South Orange Avenue West
1904/8	9-11 South Orange Avenue West
1904/9	17 South Orange Avenue West
1905/1	8 Second Street
1906/1	7 Second Street
1906/2	62 Sloan Street
1906/3	52 Sloan Street
1906/4	18 First Street
1906/11	15 Second Street
1906/12	13 Second Street
1906/13	11 Second Street
1906/14	9 Second Street
1909/1	1 South Orange Avenue
1909/2	3-5 South Orange Avenue
1909/3	7-9 South Orange Avenue
1909/8	9-21 Vose Avenue
1909/9	25 South Orange Avenue
2301/58	28 West Third Street
2304/3	6-8 Third Street
2304/4	165 Valley Street
2304/5	153 Valley Street
2304/6	20 Third Street
2304/7	16 Third Street
2304/8	12 Third Street
2304/9	4 Third Street

ATTACHMENT 2

At its November 6, 1995 meeting, the Planning Board recommended that the Board of Trustees determine that the area comprised of the lots listed in the Planning Board's December 4, 1995 Resolution is in need of redevelopment pursuant to the terms of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

There is substantial evidence on which to find that the area is in need of redevelopment and meets the criteria as detailed in Section 5 of the Local Redevelopment and Housing Law, in particular, "c" criterion which states:

Land owned by the municipality, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.

The following are specific examples of how the area meets the above criterion:

The Study Area contains four municipally owned lots which are currently used for commuter parking, the rescue squad facility, and the Village fire house at the corner of Sloan Street And First Street.

There is also evidence that the area meets the criteria as detailed in Section 5 of the Local Redevelopment and Housing Law, in particular, "d" criterion which states:

Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals or welfare of the community.

The following are specific examples of how the area meets the above criterion:

The Study Area contains buildings and lot improvements which are dilapidated (buildings on the lumber yard site, upper floor of supermarket buildings on Block 1909, lot 3, building and site on Block 2304, lot 4, warehouse on Block 2304, lot 6, buildings on Block 1902, lot 32), exhibit obsolescence (fire house, lumber yard site, supermarket site, and warehousing/industrial type structure which had been used for the manufacture of ice cream, house converted to office use on Block 1006, lot 13, gas station on Block 2304, lot 5), overcrowding (two buildings on Block 1006, lot 13), faulty arrangement or design (supermarket site, two-family houses in the business district on less than minimum sized lots, building on Block 1006, lot 2 with no direct street frontage), excessive land coverage (drive-in bank on Block 1905, lot 1) and obsolete layout (converted house on Block 1006, lot 13, supermarket site)

There is also evidence that the area meets the criteria as detailed in Section 5 of the Local Redevelopment and Housing Law, in particular, "e" criterion which states:

A growing lack or total lack of proper utilization of area caused by the condition of the title, diverse ownership of the real property therein or other conditions, resulting in a stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.

The following are specific examples of how the area meets the above criterion:

The Study Area is characterized by a growing or total lack of proper utilization considering the alternative uses which could be expected to be potentially extremely useful and valuable in this area which is strategically located within and adjacent to the Central Business District and to the South Orange train station. The Study Area has the potential of being useful and valuable in the revitalization efforts of the Community Business District and contributing to the public health, safety and welfare. Some of the underutilized lots are publically owned and used for surface parking. Others include the supermarket site and drive-in bank.

There is also evidence that the area contains lots which are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

The following are specific examples of lots which are necessary for the effective redevelopment of the area of which they are a part:

Gas service station along South Orange Avenue on Block 1902, lot 22, houses in downtown area, drive-in bank.

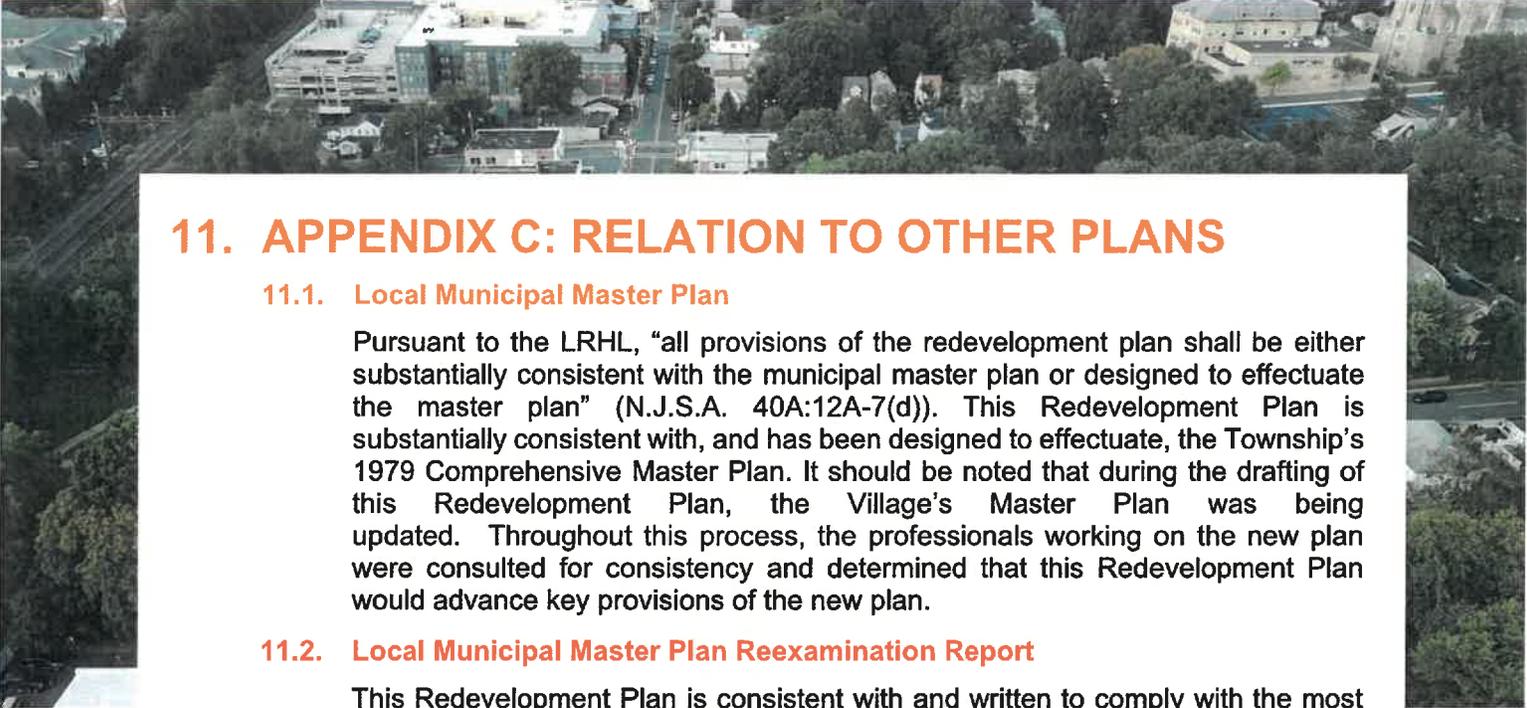
EXHIBIT A

REDEVELOPMENT AREA

<u>BLOCK/LOT</u>	<u>ADDRESS</u>
1006/1	52 Taylor Place
1006/2	60 Taylor Place
1006/13	12 Vose Avenue
1006/14	14 Vose Avenue
1902/14	14 Church Street
1902/15	12 Church Street
1902/23	68 South Orange Avenue West
1902/27	9 Trenchard Place
1902/28	11 Trenchard Place
1902/29	2 South Orange Avenue West
1902/30	2-1 South Orange Avenue West
1902/32	16 South Orange Avenue West
1902/33	14 South Orange Avenue West
1902/34	10 South Orange Avenue West
1902/35	6-8 South Orange Avenue West
1902/36	2 South Orange Avenue West
1902/37	2 South Orange Avenue West
1905/1	8 Second Street
1906/1	7 Second Street
1906/2	62 Sloan Street
1906/3	52 Sloan Street
1906/4	18 First Street
1906/11	15 Second Street
1906/12	13 Second Street
1906/13	11 Second Street
1906/14	9 Second Street
1909/1	1 South Orange Avenue
1909/2	3-5 South Orange Avenue
1909/3	7-9 South Orange Avenue
1909/8	9-21 Vose Avenue
1909/9	25 South Orange Avenue
2304/3	6-8 Third Street
2304/4	165 Valley Street
2304/5	153 Valley Street
2304/6	20 Third Street
2304/7	16 Third Street
2304/8	12 Third Street
2304/9	4 Third Street

REDEVELOPMENT AREA

<u>BLOCK/LOT</u>	<u>ADDRESS</u>
1006/1	52 Taylor Place
1006/2	60 Taylor Place
1006/13	12 Vose Avenue
1006/14	14 Vose Avenue
1902/14	14 Church Street
1902/15	12 Church Street
1902/23	68 South Orange Avenue West
1902/27	9 Trenchard Place
1902/28	11 Trenchard Place
1902/29	2 South Orange Avenue West
1902/30	2-1 South Orange Avenue West
1902/32	16 South Orange Avenue West
1902/33	14 South Orange Avenue West
1902/34	10 South Orange Avenue West
1902/35	6-8 South Orange Avenue West
1902/36	2 South Orange Avenue West
1902/37	2 South Orange Avenue West
1904/6	1 South Orange Avenue West
1904/7	1 South Orange Avenue West
1904/8	9-11 South Orange Avenue West
1904/9	17 South Orange Avenue West
1905/1	8 Second Street
1906/1	7 Second Street
1906/2	62 Sloan Street
1906/3	52 Sloan Street
1906/4	18 First Street
1906/11	15 Second Street
1906/12	13 Second Street
1906/13	11 Second Street
1906/14	9 Second Street
1909/1	1 South Orange Avenue
1909/2	3-5 South Orange Avenue
1909/3	7-9 South Orange Avenue
1909/8	9-21 Vose Avenue
1909/9	25 South Orange Avenue
2301/58	28 West Third Street
2304/3	6-8 Third Street
2304/4	165 Valley Street
2304/5	153 Valley Street
2304/6	20 Third Street
2304/7	16 Third Street
2304/8	12 Third Street
2304/9	4 Third Street



## 11. APPENDIX C: RELATION TO OTHER PLANS

### 11.1. Local Municipal Master Plan

Pursuant to the LRHL, “all provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan” (N.J.S.A. 40A:12A-7(d)). This Redevelopment Plan is substantially consistent with, and has been designed to effectuate, the Township’s 1979 Comprehensive Master Plan. It should be noted that during the drafting of this Redevelopment Plan, the Village’s Master Plan was being updated. Throughout this process, the professionals working on the new plan were consulted for consistency and determined that this Redevelopment Plan would advance key provisions of the new plan.

### 11.2. Local Municipal Master Plan Reexamination Report

This Redevelopment Plan is consistent with and written to comply with the most current Master Plan Reexamination Report, adopted in September 2011. Specifically, the following goals and objectives of the 2011 Reexamination Report are in line with the type of development envisioned by this Plan:

- A. To reinforce the CBD and the adjacent area as a Transit Village, to capitalize upon access to public facilities and to reinforce the viability of the Central Business District.
- B. To improve the variety and quality of housing.
- C. To reduce dependence on automobiles, especially for short trips within the Village.

### 11.3. 2009 Vision Plan

The 2009 Vision Plan specifically addressed Sloan Street as part of the Village’s Downtown Core. The Plan is not a component of the Master Plan but serves as a general planning and vision document for the Village. This Redevelopment Plan is consistent with the goals established in this visioning document including:

- A. Diversifying the economic base;
- B. Create economic opportunities;
- C. Permit active ground-floor uses;
- D. Vary the intensity and type of development; and
- E. Provide housing opportunities.

### 11.4. Essex County Master Plan

This Plan is consistent with the goals and objectives of the County and implements key objectives throughout the plan. For example, the County Comprehensive Transportation Plan, adopted in June 2013, notes the importance of redevelopment on parcels that have been deemed underutilized, and transit-

oriented development, in particular, as the chief form of future development within the County. This Plan also contains appropriate on-site parking requirements and the provision of bicycle parking spaces.

**11.5. Adjacent County + Municipalities' Master Plan**

The Redevelopment Area is located near the geographic and commercial center of South Orange and will have negligible impacts on surrounding municipalities, as it is approximately 0.5 and 0.9 miles away from the municipal borders with Maplewood and the City of Newark, respectively. Also, the Redevelopment Area is not located in proximity to any county line and, therefore, has no impact on any neighboring county.

**11.6. NJ State Plans**

The Area is located within Planning Area 1 (PA-1). As documented in the State Development and Redevelopment Plan, the following intent has been documented for PA-1:

- A. Provide for much of the State's future redevelopment;
- B. Revitalize cities and towns;
- C. Promote growth in compact forms;
- D. Stabilize older suburbs;
- E. Redesign areas of sprawl; and
- F. Protect the character of existing stable communities.

This Redevelopment Plan will improve the condition of land along Second Street, Third Street, and Sloan Street, expand housing options to provide a balanced residential population, enhance public safety and pedestrian activity, and provide easy access to transportation opportunities.

**11.7. NJ Smart Growth Principles**

New Jersey Department of State has developed a definition of Smart Growth Areas and has identified areas within the state as such. This encourages a compact form of development and redevelopment in recognized Centers as stipulated in the State Development and Redevelopment Plan, including existing infrastructure that serves the economy, the community, and the environment. This Plan is a Smart Growth project and conforms to New Jersey's Smart Growth Principles, including:

- A. It provides for multiple land uses in a compact community design and contributes to the range of housing choices served by several transportation opportunities.
- B. The planned urban design creates a walkable neighborhood that offers upgrades to the current use for residents, commuters, and visitors, alike.
- C. This Plan continues to build on the Village's efforts to spark development and redevelopment in its downtown and direct growth to an area with existing infrastructure.
- D. This Plan promotes distinctive, attractive communities with a strong sense of place and encourages growth in existing communities.

- E. This Redevelopment Plan provides a framework for equitable, predictable, and efficient development decision making.
- F. The Redevelopment Plan expands upon a collaborative and transparent redevelopment process.

#### 11.8. NJ State Strategic Plan

The New Jersey State Planning Commission released its final draft of the State Strategic Plan on November 14, 2011. Compared to the State Development and Redevelopment Plan, the State Strategic Plan emphasizes a more “proactive, aggressive, and strategic approach to planning for the State’s future. An approach that aligns clear goals with sound decision making and coordination among government entities will better position New Jersey for growth opportunities and allow New Jersey to once again complete for and capitalize on growth opportunities.”

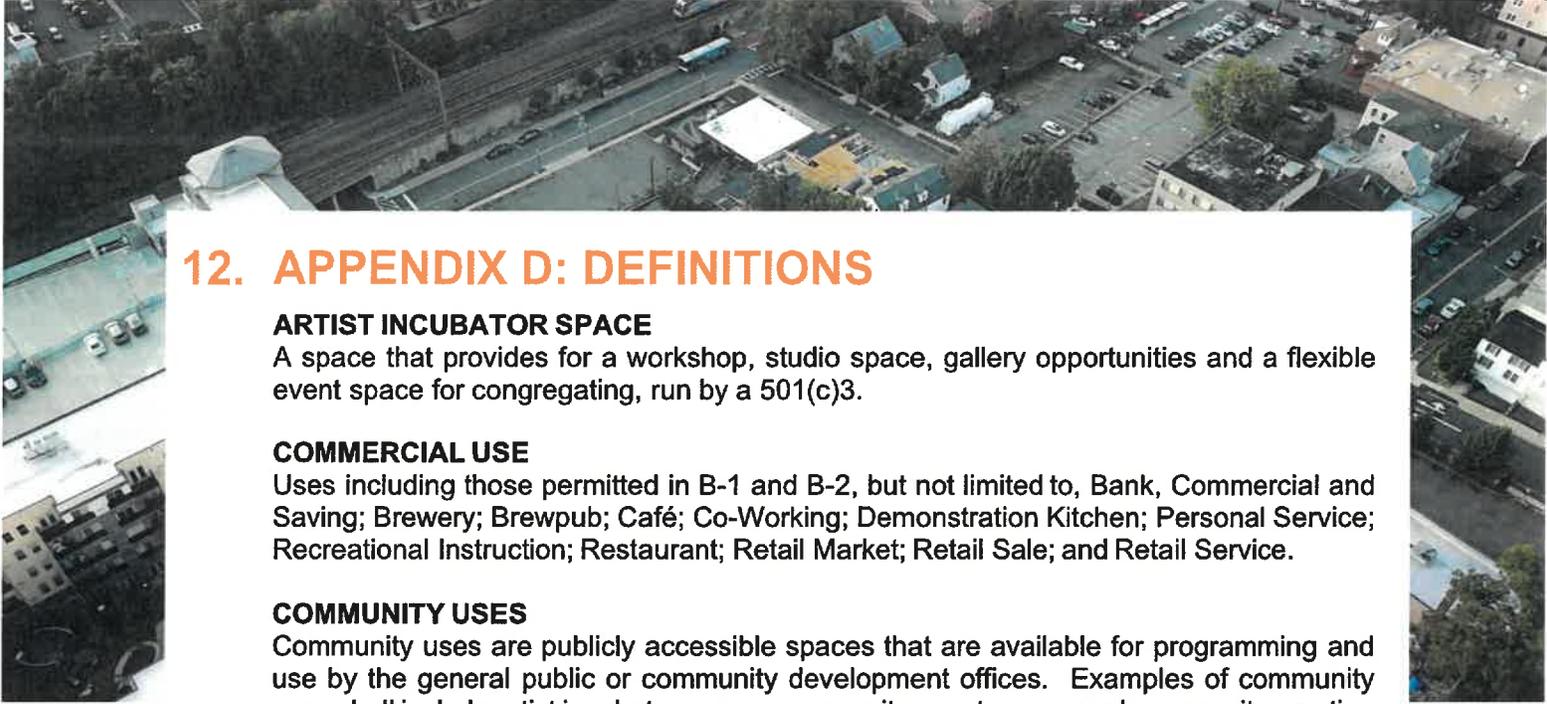
Central to the State Strategic Plan is its contemplation of development in Smart Growth locations and regional centers.

This Plan furthers the following objectives, goals, and findings of the State Strategic Plan:

- A. Capitalizes on the “desirability of Transit Hubs” by expanding housing options near major transit assets and provides the necessary design and building conditions for the concentration of jobs, retail, and public amenities.
- B. Creates a neighborhood orientation that is intended to serve residents, visitors, and commuters. The State Strategic Plan projects that housing and development with rich transit options are the preferred choices future residents will put at a premium.
- C. Strengthens Township of South Orange Village’s Transit Village through a greater concentration of housing and commercial activity near its train station, which the State Strategic Plan identifies as a catalyst for private investment and a robust local economy.

This Plan effectuates the following “Garden State Values”:

- A. Concentrate Development and Mix Uses;
- B. Prioritize Redevelopment, Infill, and Existing Infrastructure;
- C. Increase Job and Business Opportunities in Priority Growth Investment Areas;
- D. Create High-Quality, Livable Places;
- E. Diversify Housing Opportunities; and
- F. Make Decisions with Regional Framework.



## 12. APPENDIX D: DEFINITIONS

### **ARTIST INCUBATOR SPACE**

A space that provides for a workshop, studio space, gallery opportunities and a flexible event space for congregating, run by a 501(c)3.

### **COMMERCIAL USE**

Uses including those permitted in B-1 and B-2, but not limited to, Bank, Commercial and Saving; Brewery; Brewpub; Café; Co-Working; Demonstration Kitchen; Personal Service; Recreational Instruction; Restaurant; Retail Market; Retail Sale; and Retail Service.

### **COMMUNITY USES**

Community uses are publicly accessible spaces that are available for programming and use by the general public or community development offices. Examples of community uses shall include artist incubator space, community event space, and community meeting space.

### **CURB LINE**

A line at the face of the curb nearest to the street or roadway that marks the transition from the roadway to a sidewalk, planting strip. In the absence of a curb, the curb line shall be edge of the street paving.

### **LOBBY, OFFICE**

A room providing a space out of which one or more other rooms or corridors lead, typically one near the entrance of a building. The space may include, but is not limited to, a reception area, elevators and stairs.

### **PLANTING STRIP**

The area directly adjacent and parallel to the curb line, between the curb and the sidewalk, made available for the location of public utilities, public signage and public amenities—including street trees, flower beds, seating, art, extended sidewalk, etc.

**SOUTH ORANGE VILLAGE**  
**Municipal Offices**  
76 South Orange Ave  
Suite 302  
South Orange  
Essex County  
New Jersey 07079

www.southorange.org  
P 973.378.7715  
F 973.763.0987



## **ORDINANCE #2021-12**

**Introduction: March 31, 2021**

**Adoption:**

### **AN ORDINANCE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE ADOPTING THE SLOAN STREET REDEVELOPMENT PLAN FOR BLOCK 1905, LOT 1**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented (the "**Act**"), provides a process for municipalities to participate in the redevelopment and improvement of "areas in need of redevelopment"; and

**WHEREAS**, on December 18, 1995, by Resolution 301-95, in accordance with the provisions of the Act, the Board of Trustees (the "**Trustees**") of the Township of South Orange Village (the "**Village**") identified and designated, among other properties, Block 1905, Lot 1 on the Village's official tax map as an "area in need of redevelopment" (the "**Redevelopment Area**"); and

**WHEREAS**, on November 25, 1996 by Ordinance 96-43, the Trustees adopted a redevelopment plan entitled the "Central Business District Redevelopment Plan" for an area in the Village including the Redevelopment Area, which was amended in its entirety on September 23, 2002 by Ordinance 02-20, further amended on October 15, 2008 by Ordinance 08-20, January 27, 2014 by Ordinance #2013-20, May 19, 2014 by Ordinance #2014-03, and July 14, 2014 by Ordinance #2014-14 (the "**Redevelopment Plan**"); and

**WHEREAS**, in accordance with the Act, the Village requested the preparation of a redevelopment plan to include district controls including maintaining appropriate buffers, limiting the impacts on surrounding properties, and controlling the size, scale, location and aesthetic and architectural appearance maintain a harmonious relationship with the surrounding neighborhood; and

**WHEREAS**, a redevelopment plan has been prepared specifically for Block 1905, Lot 1, located at Sloan Street between Second and Third Street in the Village (the "**Sloan Street Redevelopment Plan**"), and the Trustees have reviewed and considered same; and

**WHEREAS**, on March 31, 2021, the Trustees introduced the within Ordinance to authorize adoption of the Sloan Street Redevelopment Plan; and



**WHEREAS**, pursuant to the Act, specifically N.J.S.A. 40A:12A-7(e), through introduction of the within Ordinance, the Village referred the Sloan Street Redevelopment Plan to the Village Planning Board, for review at its meeting of April 5, 2021 and requesting its recommendations relating to the Sloan Street Redevelopment Plan to the Trustees prior to final adoption; and

**WHEREAS**, after consulting with Planners, Redevelopment Counsel and Village staff as well as the Village Administrator, the Trustees have determined that the attached Sloan Street Redevelopment Plan is in the best interests of the Village and will best facilitate the appropriate redevelopment of Block 1905, Lot 1, located at Sloan Street between Second and Third Street in the Village; and

**WHEREAS**, incorporated into the Sloan Street Redevelopment Plan is a requirement for a Redevelopment Agreement, the full execution of which will be a prerequisite to the Planning Board's consideration of any development application for the site; and

**NOW THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Township of South Orange Village, in the County of Essex, New Jersey as follows:

1. Through introduction of the within Ordinance, the Village referred the Sloan Street Redevelopment Plan to the Village Planning Board, for review at its meeting of April 5, 2021, requesting its recommendations relating to the Sloan Street Redevelopment Plan's consistency with the Village's Master Plan prior to final adoption.
2. The standards set forth in the Sloan Street Redevelopment Plan shall be an overlay zone with respect to Block 1905, Lot 1, and shall compliment the South Orange Development and Zoning Ordinances.
3. This Ordinance shall be part of the South Orange Development Ordinance as though codified and set forth fully herein.
4. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.
5. A copy of this Ordinance and the Sloan Street Redevelopment Plan shall be available for public inspection at the office of the Village Clerk during regular business hours.
6. This Ordinance shall take effect as provided by law.



**Introduction – First Reading**

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier			X			
Hartshorn Hilton			X			
Jones	X		X			
Schnall			X			
Zuckerman		X	X			

**CERTIFICATION**

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their meeting held on March 31, 2021.

  
 Ojetti E. Davis  
 Acting Village Clerk

**Adoption – Second Reading**

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier			X			
Hartshorn Hilton			X			
Jones		X	X			
Schnall	X		X			
Zuckerman						X



**CERTIFICATION**

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their meeting held on April 26, 2021.

Ojetti E. Davis  
Acting Village Clerk

Adopted:

Sheena C. Collum

Attest:

Ojetti E. Davis

**SECOND + SLOAN** REDEVELOPMENT PLAN



(973) 370 - 3000

hello@topology.is



<http://topology.is>

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**EXHIBIT B**  
**CONCEPT PLAN**





MARK BUILT HOMES  
RESIDENTIAL DEVELOPMENT  
SOUTH ORANGE, NJ

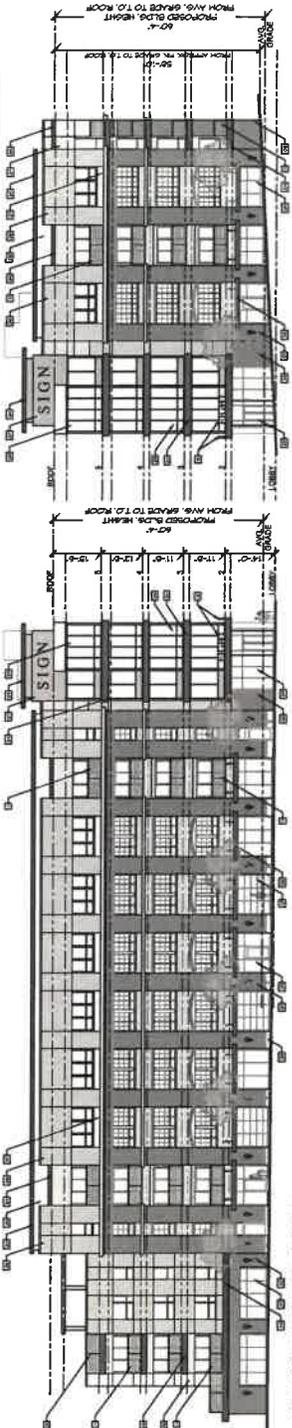
DATE	BY	DESCRIPTION
11-20-18	MM	ISSUED FOR PERMITS
11-20-18	MM	ISSUED FOR PERMITS
11-20-18	MM	ISSUED FOR PERMITS



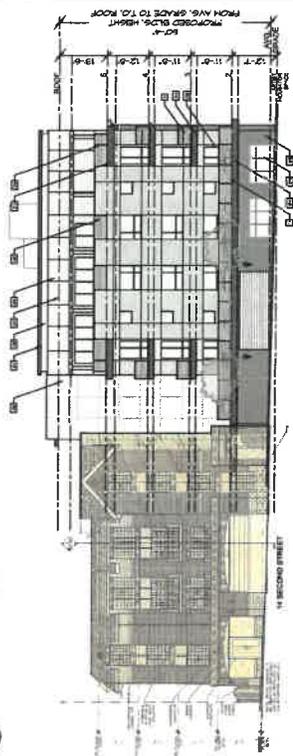
UNLESS OTHERWISE NOTED, ALL FINISHES SHALL BE AS SHOWN ON THESE ELEVATIONS.

BUILDING ELEVATIONS	
FINISH	MANUFACTURER
BRICK	AS SELECTED
PRECAST STONE	AS SELECTED
METAL PANEL	AS SELECTED
PERFORATED PANEL	AS SELECTED
GLASS	AS SELECTED
WOOD	AS SELECTED
PAINT	AS SELECTED
ROOFING	AS SELECTED
LANDSCAPE	AS SELECTED
MECHANICAL	AS SELECTED
ELECTRICAL	AS SELECTED
PLUMBING	AS SELECTED
MECHANICAL	AS SELECTED
ELECTRICAL	AS SELECTED
PLUMBING	AS SELECTED

EX-3  
N/A



3RD STREET ELEVATION  
Scale: 1/8" = 1'-0"



2ND STREET ELEVATION  
Scale: 1/8" = 1'-0"



TAB	DESCRIPTION	MANUFACTURER	COLOR	NOTES
1	BRICK			AS SELECTED
2	PRECAST STONE			AS SELECTED
3	METAL PANEL			AS SELECTED
4	PERFORATED PANEL			AS SELECTED
5	GLASS			AS SELECTED
6	WOOD			AS SELECTED
7	PAINT			AS SELECTED
8	ROOFING			AS SELECTED
9	LANDSCAPE			AS SELECTED
10	MECHANICAL			AS SELECTED
11	ELECTRICAL			AS SELECTED
12	PLUMBING			AS SELECTED
13	MECHANICAL			AS SELECTED
14	ELECTRICAL			AS SELECTED
15	PLUMBING			AS SELECTED

NOTES:  
1. PRODUCTS MAY VARY TO SUB ARCHITECTURAL INTENT. INTENT FILLS OTHER PRODUCTS OF SIMILAR APPEARANCE AND QUALITY. PRODUCT MANUFACTURER MAY VARY.  
2. FINISHES TO BE SUBMITTED UNDER SEPARATE PACKAGE AND CONFORM WITH CITY ORDINANCE.

**EXHIBIT C**

**FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS**

Record and Return to:  
Bhavini A. Doshi, Esq.  
McMANIMON, SCOTLAND & BAUMANN, LLC  
75 Livingston Avenue  
Esq.  
Roseland, New Jersey 07068

Prepared by:  
  
\_\_\_\_\_  
Bhavini A. Doshi,

**DECLARATION OF COVENANTS AND RESTRICTIONS  
Block 1905, Lot 1  
In the  
Township of South Orange Village (the "Property")  
  
(Record in Mortgage Book)**

This Declaration of Restrictions is made this \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between **THE TOWNSHIP OF SOUTH ORANGE VILLAGE, NEW JERSEY** (the "**Village**"), a public body corporate and politic of the State of New Jersey having its offices at 76 South Orange Avenue, South Orange, New Jersey 07079, in its capacity as redevelopment entity pursuant to N.J.S.A. 40A: 12A-4(c);and

**8 SECOND STREET, LLC**, a New Jersey limited liability company having its principal place of business at 2029 Morris Avenue, Union, New Jersey 07083 (together with permitted successors or assigns as hereinafter provided, referred to as the "**Redeveloper**");

**W I T N E S S E T H**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of rehabilitation; and

**WHEREAS**, the Governing Body duly adopted a resolution determining that a portion of the Village was an "area in need of rehabilitation" in accordance with the procedures and criteria in N.J.S.A. 40A:12A-14 of the Redevelopment Law; and

**WHEREAS**, the Governing Body adopted by ordinance a redevelopment plan for the rehabilitation area (the "**Redevelopment Plan**") in accordance with N.J.S.A. 40A:12A-7 of the Redevelopment Law; and

**WHEREAS**, in order to implement the development, financing, construction, operation and management of the Project, the Board of Trustees of the Village, on [                    ], 2021, duly

adopted a resolution authorizing the execution of a redevelopment agreement with the Redeveloper (the “**Redevelopment Agreement**”) in accordance with N.J.S.A. 40A:12A-8(f) of the Redevelopment Law; and

**WHEREAS**, N.J.S.A. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”; and

**WHEREAS**, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenants by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Property or any building or structures erected thereon, to comply with Applicable Laws, Governmental Approvals, the Redevelopment Agreement and the Redevelopment Plan and to maintain in good condition any improvements made on the Property (as defined above) in accordance with Article 3 of the Redevelopment Agreement; and

**WHEREAS**, the Redevelopment Agreement also provides that the Property, 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 and further provides certain remedies to the Village for violations of the covenants and defaults under the Redevelopment Agreement; and

**WHEREAS**, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and said declaration be recorded in the office of the Essex County Register.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

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

Section 2. Redeveloper covenants and agrees that:

(A) Redeveloper shall construct the Project on the Property in accordance with the Redevelopment Plan.

(B) Redeveloper shall not sell, lease or otherwise transfer all or any portion of the Property (other than to individual residential, retail tenants, the Village, or as otherwise expressly permitted in this Redevelopment Agreement) without the written consent of the Village, which will not be unreasonably withheld, conditioned or delayed, provided however that the issuance of a Certificate of Completion for the Property shall constitute written approval for such sale or lease. For purpose of avoidance of doubt, nothing in this Redevelopment Agreement shall be deemed to prohibit (i) the grant of utility or other easements related to the construction, use or occupancy of the Project; (ii) any lease, option agreement or contract of sale which provides for occupancy or

closing to follow the issuance of a Certificate of Occupancy for the applicable portion of the Property; and/or (iii) the filing a master deed or declaration of covenants, conditions and restrictions to facilitate the construction, use or occupancy of the Project.

(C) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(D) Redeveloper shall, upon Completion of Construction, obtain all Governmental Approvals required authorizing the occupancy and uses of the Property for the purposes contemplated hereby.

(E) Redeveloper shall develop, finance, construct, operate and maintain the Project at no expense to the Village and consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement.

(F) Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(G) Redeveloper will promptly pay all outstanding Village Costs, and any and all taxes, service charges or similar obligations when owed to the Village with respect to the Property.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 of this Declaration shall run with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement and this Declaration, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Village, its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any Person in possession or occupancy of the Property or any part thereof. The covenants and restrictions herein shall be binding on Redeveloper itself, each successor in interest to Redeveloper and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall be in possession or occupancy of the Property, the Project or any part thereof.

Section 4. In amplification, and not in restriction, of the provisions of Section 2 of this Declaration, it is intended and agreed that the Village and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Redevelopment Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit

such covenants and restrictions have been provided. Such covenants and restrictions shall run in favor the Village for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the Village has at any time been, remains, or is an owner of any land or interest therein. The Village shall have the right, in the event of any material breach of any such covenant or restriction beyond the notice and cure periods set forth in Section 6.02(b) of the Redevelopment Agreement, which are incorporated herein by reference, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant or restrictions, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Section 5. Upon redevelopment of the Property and completion of the Project, the covenants contained herein shall terminate and this Declaration will be discharged of record upon Redeveloper's receipt of a Certificate of Completion and termination of the Redevelopment Agreement, provided however, that the covenant in Section 2(C) hereof shall remain in effect without limitation as to time.

**[END OF AGREEMENT - SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this **Declaration of Covenants and Restrictions** to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

Attest:

**TOWNSHIP OF SOUTH ORANGE VILLAGE**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

WITNESS:

**8 SECOND STREET, LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Managing Member

**EXHIBIT D**

**PROJECT SCHEDULE**

1. Submit to the Village concept plans/colored renderings depicting the general proposed architecture including massing, rooflines, colors, materials, windows, trim, entrances, etc., in compliance with the Redevelopment Plan.	No later than 45 Days after the Effective Date of this Agreement.
2. Submit a Complete Site Plan Application	No later than 90 Days after Effective Date of this Redevelopment Agreement
3. Complete Resolution Compliance Process and Submit the Demolition Permit, the Building Permit, and utility connection applications	No later than 120 Days after approval of the Project by the Village Planning Board
4. Obtain all Governmental Approvals	No later than 180 days after approval of the Project by the Village Planning Board
5. Commence Construction of Project*	No later than 120 days after all Governmental Approvals are obtained.
6. Complete construction of the Community Artist Incubator Space	No later than 70 days from the Leasing Office End Date.
7. Complete Construction of Project	No later than 30 months after Commencement of Construction.
8. Complete construction of improvement to the Village Lot	No later than 90 days following the Redeveloper's use of the Village Lot.

\*This deadline may receive an extension from the Village President pursuant to Section 4.02.

**EXHIBIT E**

**OWNERSHIP OF REDEVELOPER**

The entity holding title to the property is 8 Second Street, LLC. Its ownership is:

1. Michael Markovitz – 50%
2. Jeffrey Markovitz – 50%

**EXHIBIT F**

**PROGRESS REPORT**

**[DRAFT]**

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**Sloan Street Redevelopment**

**Monthly Development Report**

**Reporting Period: (e.g. \_\_/1 - \_\_/\_\_/\_\_)**

**Report #**

**Prepared by:**

**Release Date:**

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*This template and sample monthly report outlines the requirements for a developer's monthly project progress report. While deviation from this sample is acceptable, developer must adhere to the intent and provide at a minimum the content outlined in this sample report.*

Report Table of Contents

Development Progress

Section 1 Narrative Update on Progress and Status

Section 2 Critical Issues and Risks

## **Section 1. Narrative Update on Progress and Status**

*[The intent of this report is to keep the Township of South Orange Village abreast of progress to date, issues of the month will be highlighted.]*

**THE FOLLOWING SUMMARIZES PROJECT ACTIVITIES SINCE LAST MONTH'S REPORT:**

### **A. Current Overall Development Schedule:**

*[Provide an update on the overall development schedule. Describe milestones achieved and schedule risks for critical future activities.]*

### **B. Pre-Development Approvals, Entitlements & Permits:**

*[Discuss update items such as master planning, zoning, entitlements, permits, utility permits, adjacent owner or neighborhood issues, CCRs, city or state issues, environmental approvals or permits, development agreements, etc.]*

### **C. Planning and Design (Site/Civil, Architecture, Engineering):**

*[Discuss items such as master plan progress, traffic study progress, conceptual building type, unit mix, site plan, design schedule, neighborhood issue resolution, road work design (onsite and/or offsite), utility and infrastructure design, etc.]*

### **D. Construction:**

*[Discuss current work status and progress to date]*

### **E. Legal:**

*[Discuss any legal issues that have arisen.]*

## **Section 2. Critical Issues and Risks**

*[Discuss any critical issues, risks or required decisions for the Township of South Orange Village to understand and discuss. While there is no need to duplicate issues and risks discussed in other sections, this section provides the opportunity for developer to highlight major issues and risks that the Village needs to be aware of.]*

**EXHIBIT G**  
**Village Lot Property Description**

