

RESOLUTION ____

RESOLUTION OF THE EWING TOWNSHIP REDEVELOPMENT AGENCY, IN THE TOWNSHIP OF EWING, IN THE COUNTY OF MERCER, NEW JERSEY, DESIGNATING A REDEVELOPER FOR THE PROPERTY CONSISTING OF LOT 42, BLOCK 29 ON THE TOWNSHIP'S TAX MAP AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH RESPECT THERETO

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), authorizes municipalities to determine whether certain properties in the municipality constitute areas in need of redevelopment; and

WHEREAS, under the Redevelopment Law, the Mayor and Council (the "**Mayor and Council**") of the Township of Ewing (the "**Township**"), adopted a resolution designating 600 acres of property (collectively, the "**Olden Avenue Redevelopment Area**") as an "area in need of redevelopment," as that term is defined under the Redevelopment Law; and

WHEREAS, on August 24, 1999, the Mayor and Council adopted an ordinance approving and adopting a redevelopment plan for the Olden Avenue Redevelopment Area, which was subsequently amended by ordinances adopted May 2, 2011 and August 8, 2014 (the "**Redevelopment Plan**"); and

WHEREAS, the Ewing Township Redevelopment Agency ("**ETRA**") is the redevelopment entity responsible for implementing the Redevelopment Plan; and

WHEREAS, 1690 Property Management, LLC (the "**Redeveloper**") is the owner of the portion of the Olden Avenue Redevelopment Area consisting of Block 42, Lot 29 on the Township's Tax Map, commonly known as 1690 Fifth Street (the "**Redevelopment Parcel**"); and

WHEREAS, the Redeveloper intends to make certain site improvements to the Redevelopment Parcel and to the adjacent parcel identified as Block 42, Lot 28 on the Township's Tax Map, commonly known as 1688 Fifth Street (the "**Adjacent Parcel**", and together with the Redevelopment Parcel, the "**Project Area**") consisting of the installation of curbs, aprons, driveways, designated parking areas with striped spaces, and landscaping (the "**Project**"); and

WHEREAS, the Adjacent Parcel is located within the Olden Avenue Redevelopment Area and is owned by 1688 Property Management, LLC, having the same principals as the Redeveloper; and

WHEREAS, ETRA desires to authorize the execution of a redevelopment agreement (in the form attached hereto as **Exhibit A**, the "**Redevelopment Agreement**") for the purpose of setting forth each party's rights and obligations with respect to the redevelopment of the Project Area with the Project.

NOW THEREFORE BE IT RESOLVED by the Ewing Township Redevelopment Agency, in the Township of Ewing, in the County of Mercer, New Jersey, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. The Redeveloper is hereby designated as redeveloper of the Redevelopment Parcel, pursuant to the Redevelopment Law, for purposes of carrying out the Project, in accordance with the Redevelopment Plan and the terms of the Redevelopment Agreement.

Section 3. The Chairperson, Vice-Chairperson and/or Executive Director of ETRA are hereby authorized and directed to execute the Redevelopment Agreement, with such changes, omissions or amendments as such officer deems appropriate in consultation with ETRA's redevelopment counsel and other professionals.

Section 4. So long as the Redevelopment Agreement is in effect and has not been terminated, the Redeveloper will be the “redeveloper” of the Redevelopment Parcel.

Section 5. This resolution shall take effect immediately.

EXHIBIT A

Form of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

By and Between

THE EWING TOWNSHIP REDEVELOPMENT AGENCY

AS REDEVELOPMENT ENTITY

AND

1690 PROPERTY MANAGEMENT, LLC.

AS REDEVELOPER

Dated: May ____, 2023

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THIS REDEVELOPMENT AGREEMENT (the “**Redevelopment Agreement**” or “**Agreement**”) made this ____ day of _____, 2023 (the “**Effective Date**”) by and between

EWING TOWNSHIP REDEVELOPMENT AGENCY, a public body corporate and politic of the State of New Jersey (the “**State**”) having its offices at 2 Jake Garzio Drive, Ewing, New Jersey 08628 acting in its capacity as a Redevelopment Entity pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter referred as the “**Agency**”)

AND

1690 PROPERTY MANAGEMENT, L.L.C., a limited liability corporation of the State of New Jersey, with principal offices located at 1688 Fifth Street, Ewing, New Jersey 08628 (together with permitted successors or assigns hereinafter referred to as the “**Redeveloper**”, and together with the Agency, the “**Parties**”):

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, under the Act, the Mayor and Council (the “**Mayor and Council**”) of the Township of Ewing (the “**Township**”), adopted a Resolution designating 600 acres of land (collectively, the “**Olden Avenue Redevelopment Area**”) as an area in need of redevelopment; and

WHEREAS, on August 24, 1999, the Mayor and Council adopted an ordinance approving and adopting a redevelopment plan for the Olden Avenue Redevelopment Area (the “**Redevelopment Plan**”), which was subsequently amended by ordinances adopted May 2, 2011 and August 8, 2014 (the “**Redevelopment Plan**”); and

WHEREAS, the Agency acts as the redevelopment entity pursuant to *N.J.S.A. 40A:12A-4(c)*, to implement redevelopment plans, including the Redevelopment Plan; and

WHEREAS, the Redeveloper is the owner of the portion of the Olden Avenue Redevelopment Area consisting of Block 42, Lot 29 on the Township’s Tax Map commonly known as 1690 Fifth Street (the “**Redevelopment Parcel**”); and

WHEREAS, the Redeveloper intends to make certain site improvements to the Redevelopment Parcel and to the adjacent parcel identified as Block 42, Lot 28 on the Township’s Tax Map, commonly known as 1688 Fifth Street (the “**Adjacent Parcel**”, and together with the Redevelopment Parcel, the “**Project Area**”) consisting of the installation of curbs, aprons, driveways, designated parking areas with striped spaces, and landscaping in

accordance with the concept plan (the “**Concept Plan**”) attached hereto as **Exhibit A**, as may be revised with the Agency’s consent as determined by the Agency’s planner (the “**Project**”); and

WHEREAS, the Adjacent Parcel is located within the Olden Avenue Redevelopment Area and owned by 1688 Property Management, LLC having the same principals as the Redeveloper; and

WHEREAS, in order to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the construction of the Project, and to ensure that the redevelopment occurs in a manner that corrects the conditions of the Redevelopment Parcel, as to the improved areas, that led to the determination by the Township that it constituted an area in need of redevelopment, the Parties have determined to execute this Redevelopment Agreement pursuant to the provisions of the Redevelopment Plan and Act authorizing and directing such Redevelopment Agreement; and

WHEREAS, on May 3, 2023, the Agency adopted a resolution designating the Redeveloper as the redeveloper of the Redevelopment Parcel and authorizing the execution of this Redevelopment Agreement.

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. Capitalized terms defined and used in the recitals shall have the meaning assigned therein. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below.

“**Applicable Laws**” shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*), 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.

“**Certificate of Completion**” means written acknowledgement by the Agency in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Redevelopment Agreement.

“Certificate of Occupancy” shall mean a permanent certificate of occupancy as defined in the applicable section of the municipal code of the Township and the applicable provisions of the Uniform Construction Code.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project in accordance with the Redevelopment Plan and Concept Plan sufficient for issuance of Certificate of Occupancy for the Project, subject to completing minor conditions of the Governmental Approvals.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with” and “controlling”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“Environmental Laws” means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances materials or wastes, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act: (“CERCLA”) (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. §§ 690 *et seq.*), the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (*N.J.S.A. 58:10-23.11 et seq.*); the Industrial Site Recovery Act, as amended (“ISRA”) (*N.J.S.A. 13:IK-6 et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A. 58:10A-21 et seq.*); the New Jersey Water Pollution Control Act (*N.J.S.A. 58:10A-1 et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A. 2A:35A-1 et seq.*); and the rules and regulations promulgated thereunder.

“Force Majeure Event” means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the Party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war (whether or not declared); fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; and governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials (*provided* that Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project).

“Governmental Approvals” shall mean all governmental approvals required for the construction of the Project, including without limitation, as applicable: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning

Board or its successor 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 New Jersey Department of Environmental Protection and any other applicable agencies; utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“Planning Board” shall mean the planning board of the Township established pursuant to *N.J.S.A. 40:55D-23*.

“Scheduled Completion Date” shall have the meaning set forth in Section 5.02.

“Temporary Certificate of Occupancy” shall mean a temporary certificate of occupancy as defined in the applicable section of the municipal code of the Township and the applicable provisions of the Uniform Construction Code.

“Term” means that period of time from the Effective Date of this Redevelopment Agreement until the earlier of (i) the Agency’s issuance of a Certificate of Completion for the Project or (ii) this Redevelopment Agreement is terminated in accordance with the terms of this Agreement or pursuant to Applicable Law.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the Agency. The Agency hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof (such representations and warranties to survive the termination or expiration of this Redevelopment Agreement):

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

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

2.02 Representations and Warranties of Redeveloper. The Redeveloper hereby represents and warrants the following to the Agency for the purpose of inducing the Agency to enter into this Redevelopment Agreement and to consummate the

transactions contemplated hereby, all of which shall be true as of the date hereof (such representations and warranties to survive the termination or expiration of the Term of this Redevelopment Agreement):

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

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

(c) Redeveloper is the owner of the Redevelopment Parcel.

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

(e) The Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project or causing such development, design, financing or construction.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions. The Redeveloper shall comply with the following:

(a) Redeveloper shall, upon Completion of Construction, obtain all Government Approvals required authorizing the occupancy and uses of the Redevelopment Parcel for the purposes contemplated hereby.

(b) Redeveloper shall cause the Project to be developed, financed, constructed, and maintained at its sole cost and expense.

(c) Redeveloper shall develop, finance, construct, and maintain the Project consistent with Applicable Laws, Government Approvals, the Concept Plan, 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.

3.02 Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.01 shall be covenants running with the land. All covenants in Section 3.01 shall be binding to the fullest extent permitted by law and equity, for the benefit

and in favor of and enforceable by the Agency and its successors and assigns, and any successor in interest to the Redevelopment Parcel, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Redevelopment Parcel or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Article 3.01 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements.

3.03. Enforcement by Agency. In amplification, and not in restriction of the provisions of this Article 3, the Agency and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.01 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 Agency for the entire period during which such agreements and covenants shall be in force and effect.

ARTICLE 4

TRANSFERS

4.01. Prohibition Against Transfers. During the Term of this Redevelopment Agreement, the Redeveloper shall not, without the prior written consent of the Agency, which shall not be unreasonably withheld, conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the Control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project or any portion thereof, (b) assign or attempt to assign this Redevelopment Agreement or any rights herein, (c) sell the Redevelopment Parcel or the Project, or any part thereof, or (d) pledge, or transfer all or substantially all of its assets (individually and collectively, a "**Transfer**").

4.02. Transfers Void. Any Transfer of the Redeveloper's interest in violation of this Redevelopment Agreement shall be a Redeveloper Event of Default and shall be null and void *ab initio*. Such default shall entitle the Agency to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by the Agency, or an approval in accordance with the terms hereof, no such sale, transfer, conveyance or assignment or approval thereof by the Agency, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. In the event of any attempted Transfer in violation of the restrictions in this Article, the Agency shall be entitled to the *ex parte* issuance of an injunction restraining such Transfer, and the award of legal fees and related expenses of the Agency in connection with any such legal action.

ARTICLE 5

PROJECT DETAILS/ REDEVELOPER OBLIGATIONS

5.01. General Scope of Project. The Redeveloper will develop the Project Area consistent with the terms of this Redevelopment Agreement, Concept Plan, Applicable Laws, Government Approvals and the Redevelopment Plan.

5.02. Redeveloper Deadline: Governmental Approvals, Completion of Construction.

(a) The Redeveloper shall Complete Construction of the Project within six (6) months of Effective Date (the “**Scheduled Completion Date**”). The Scheduled Completion Date may be extended for one (1) three (3) month period in the Agency’s sole discretion, upon written request from the Redeveloper.

(b) The Agency and the Township shall cooperate with the Redeveloper to facilitate the expeditious issuing of curbing and other required Governmental Approvals required to commence construction of the Project.

5.03. Certificates of Occupancy and Certificates of Completion.

(a) Upon the Effective Date, the Redeveloper may apply to the appropriate governmental officer or body for a Temporary Certificate of Occupancy for the Redevelopment Parcel.

(b) Upon Completion of Construction pursuant to Section 5.02, Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for the Redevelopment Parcel.

(c) Following the issuance of a Certificate of Occupancy and the satisfaction of the terms and conditions of this Redeveloper Agreement, the Agency agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project, and this Redeveloper Agreement and the Redevelopment Plan with respect to the obligations of Redeveloper to construct the Project within the dates for completion of same. Within 30 days after written request by Redeveloper, the Agency 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 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 Agency in order for Redeveloper to be entitled to the Certificate of Completion.

5.04. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project, including Agency Costs as specified in Section 5.05 hereof, are the sole responsibility of the Redeveloper, not the Agency.

5.05. Payment of Agency Costs. Redeveloper agrees that simultaneously with the execution of this Redevelopment Agreement:

(a) Redeveloper shall establish with the Agency a non-interest bearing escrow account (the “Escrow Account”) having an initial balance of Five Thousand Dollars (\$5,000.00) (the “Escrow Deposit”) to reimburse the Agency for (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Agency arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project; and (ii) any other out of pocket fee, cost or expense reasonably incurred by the Agency to satisfy its obligations under this Redevelopment Agreement or in furtherance of the Project, (the “Agency Costs”).

(b) Redeveloper shall replenish the Escrow Account in the event that the balance drops below One Thousand Dollars (\$1,000.00) such that the Escrow Account balance shall not be less than one thousand dollars (\$1,000.00). Funds in the Escrow Account will be applied to the payment or reimbursement of the Agency Costs. As of the Completion Date, as evidenced by the issuance of the Certificate of Completion, or upon termination of this Redevelopment Agreement, except in the event of a termination caused by a Redeveloper Event of Default, any money remaining in the Escrow Account shall be disbursed to the Redeveloper within sixty (60) days after issuance of the Certificate of Completion or the termination of this Redevelopment Agreement and the terms of this Section 5.05 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement for such sixty (60) day period. Notwithstanding anything to the contrary contained herein, if the Agency retains a different professional or consultant in the place of any professional originally responsible for any aspect of the Project, the Agency shall be responsible for all time and expenses of the new professional to become familiar with the Project and the Agency shall not bill Redeveloper or charge the escrow account for any such services.

(c) The Redeveloper may dispute the propriety or reasonableness of Agency Costs paid out of the Escrow Account by written Notice to the Agency. A copy of such Notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written Notice of a disputed charge shall be given within 15 days after the Redeveloper’s receipt of the informational copy of the professional’s voucher, invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill, then the Redeveloper shall send Notice within 15 days after receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper’s acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section shall survive termination of this Agreement.

5.06. Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Project.

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 and tolling as provided elsewhere in this Agreement:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a “Default” or a “default”, and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Agency 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 thirty (30) 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, but in no event later than sixty (60) days after such Notice unless this Agreement specifically provides otherwise.

(b) Redeveloper (i) fails to perform its obligations with respect to the implementation of the Project in accordance with this Agreement, including but not limited to failure to Complete Construction in accordance with this Agreement; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Agency.

(c) Redeveloper’s failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within thirty (30) days of Notice by the Township.

6.02. Remedies Upon Event of Default. Whenever any Default of Redeveloper shall have occurred, the Agency may, on written notice to Redeveloper (a “**Termination Notice**”) 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 Agreement.

6.03. Force Majeure Extension. For the purposes of this Agreement, neither the Agency nor Redeveloper shall be considered in breach or in default with respect to its 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 Agency 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. 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.

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

ARTICLE 7

MISCELLANEOUS

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

7.02. 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.

7.03. Indemnification. Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the Agency, its governing body, their respective officers, employees, agents and respective successors and assigns, from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with (i) any breach by Redeveloper or its agents or employees under this Redevelopment Agreement; or (ii) the acts or omissions of Redeveloper or its agents, employees in connection with the development, financing, design, construction, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section in the event that the indemnification otherwise due pursuant to this Section is attributable to the gross negligence of the Agency.

7.04. Modification of 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 Redeveloper and the Agency

IN WITNESS WHEREOF, the Parties have executed this Redevelopment Agreement as of the date first set forth above.

Attest:

**EWING TOWNSHIP
REDEVELOPMENT AGENCY**

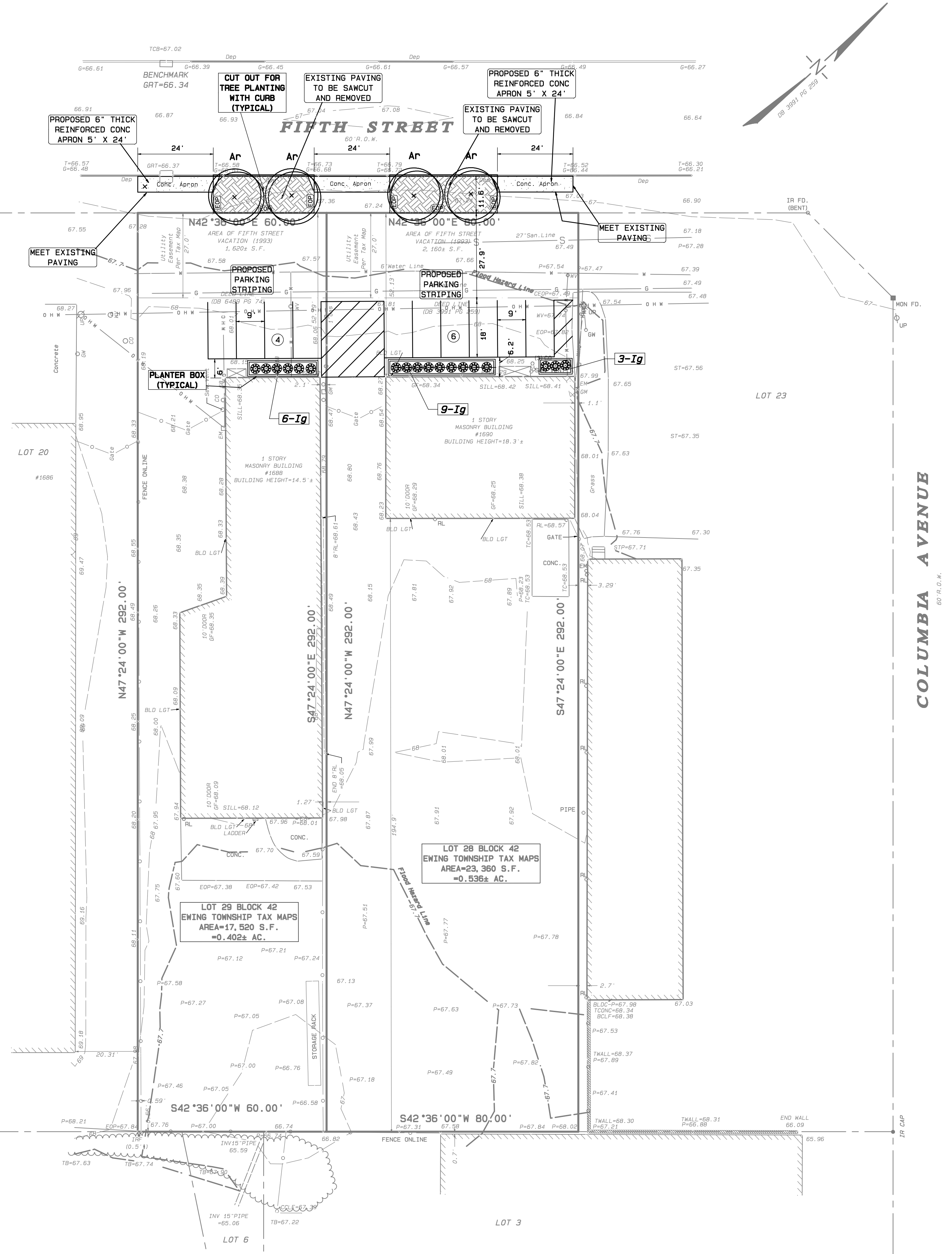
Robert Kull, Chairman

Witness:

**1690 PROPERTY MANAGEMENT,
LLC**

Name
Title

EXHIBIT A
Concept Plan

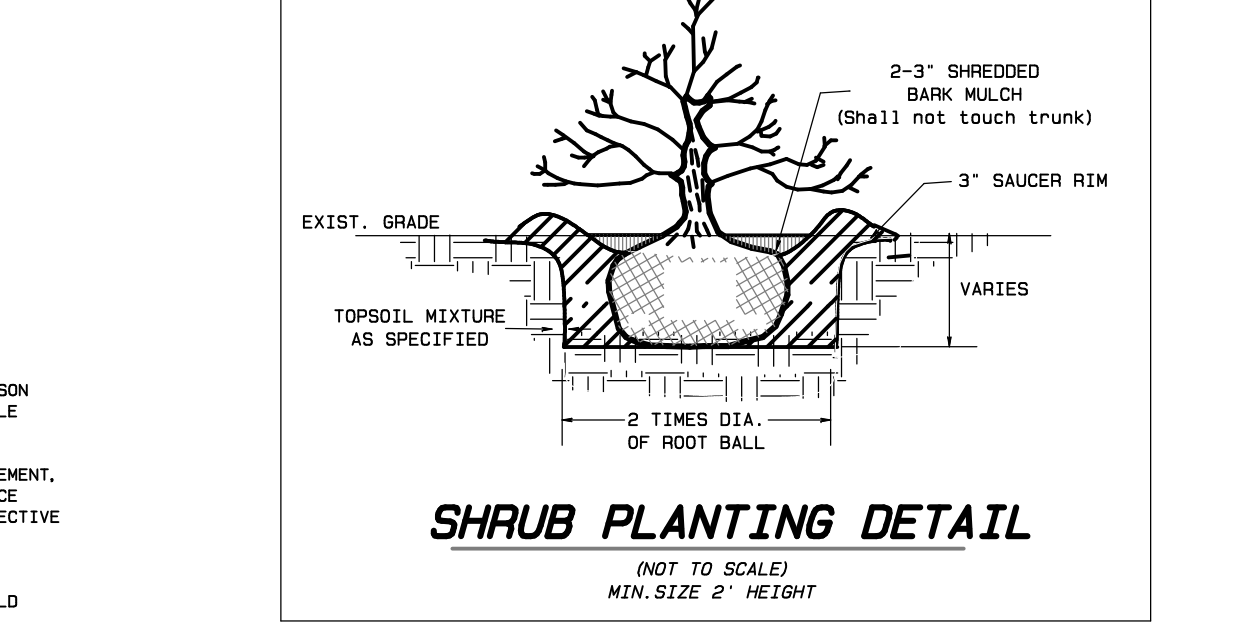
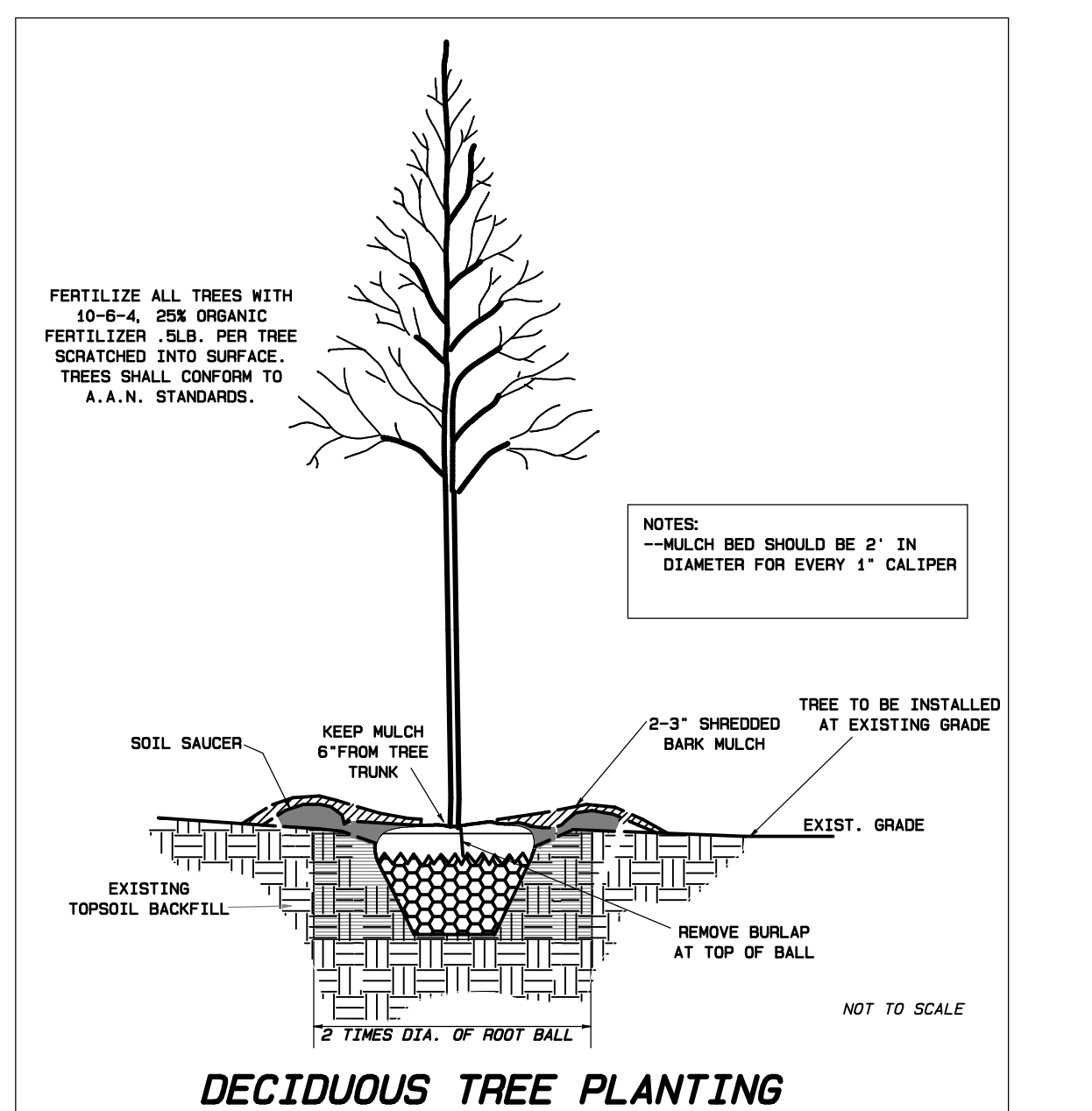
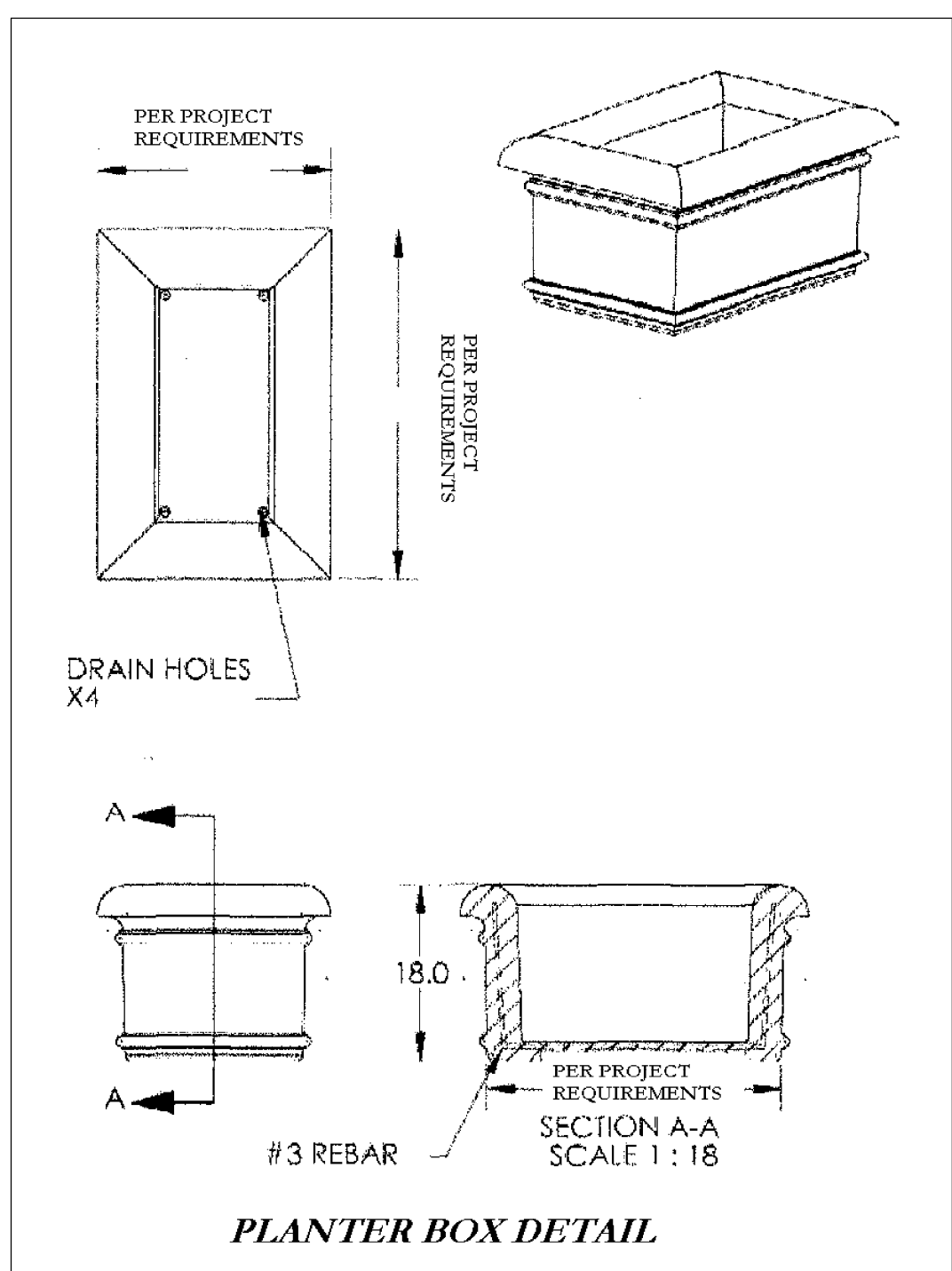


LANDSCAPE MAINTENANCE NOTES:

- ALL LAWN SHALL BE MAINTAINED AT A MOWN HEIGHT OF 2.5-3 INCHES. THE CUT SHALL NOT REMOVE MORE THAN 1/3 OF THE BLADE HEIGHT. THEREFORE LAWN SHALL BE MOWN WHEN THEY ACHIEVE A HEIGHT OF 3.5-4 INCHES. LIQUID FERTILIZER AND OTHER SOIL AMENDMENTS SHALL BE APPLIED AT REGULAR INTERVALS BASED UPON SOIL TESTS AND RECOMMENDATIONS FROM A CERTIFIED SOIL TESTING LAB. SUCH SOIL TESTS SHALL BE PERFORMED ONCE A YEAR IN EARLY MARCH. AT LARGER SITES SEVERAL SOIL SAMPLES AND TESTS SHALL BE TAKEN FOR THE VARIOUS AREAS OF THE SITE. ALL APPLICATIONS SHALL BE MADE BY TRAINED AND LICENSED PERSONNEL IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND NOTICE.
- ALL PLANTING BEDS SHALL BE EDGED (3'-4" DEEP AND WIDE Y-GROOVE EDGE BETWEEN TURF AND MULCH BEDS) AND MULCH REPLENISHED AS NECESSARY TO MAINTAIN A 1 TO 3 INCH DEPTH OF MULCH UNLESS THE GROUNDCOVER OR PLANTING HAS COMPLETELY COVERED THE BED, PRECLUDING THE NEED FOR MULCH. ALL BEDS SHALL BE MAINTAINED FREE OF WEEDS.
- ALL PLANTS SHALL BE PERIODICALLY PRUNED FREE OF DEAD, DAMAGED OR DISEASED BRANCHES TO MAINTAIN THE VIGOR OF THE PLANT AND MAINTAIN A SAFE CONDITION. PRUNING SHALL MAINTAIN THE NATURAL FORM OR HABIT OF THE PLANT UNLESS A FORMAL HEDGE HAS BEEN SPECIFIED BY THE LANDSCAPE ARCHITECT. FLOWERING SHRUBS AND TREES SHOULD BE PRUNED AFTER FLOWERING TO LIMIT IMPACT UPON FOLLOWING SEASON FLOWER BUDD UNLESS SAFETY CONCERNS WARRANT IMMEDIATE PRUNING. HEDGES SHALL BE SHEARED TO A TRAPEZOIDAL FORM TO PREVENT SHADING OF LOWER BRANCHES.
- ALL PLANTS AND LAWN AREAS SHALL BE IRRIGATED OR WATERED AS NECESSARY TO MAINTAIN VIGOROUS AND HEALTHY GROWTH. IF AN AUTOMATIC SYSTEM IS SPECIFIED OR REQUIRED THEN THE SYSTEM SHALL BE PERIODICALLY CHECKED AND ADJUSTED TO ASSURE PROPER APPLICATION.
- HERBICIDES AND PESTICIDES SHALL BE APPLIED ONLY AS NECESSARY TO TREAT SPECIFIC PROBLEMS AS THEY ARE OBSERVED. ALL TREATMENTS SHALL BE PERFORMED BY TRAINED AND LICENSED PERSONNEL IN ACCORDANCE WITH ALL REGULATIONS.
- SEASONAL PLANTING BEDS SHALL BE EDGED IN SPRING AND SUMMER AS SPECIFIED. PERENNIAL VEGETATION SHALL BE REMOVED AS APPROPRIATE IN THE FALL AND ORNAMENTAL GRASSES SHALL BE CUT IN THE SPRING TO PROMOTE PROPER GROWTH AND CLEAN APPEARANCE, BUT NOT DURING THE WINTER INTEREST.
- ALL PAVEMENTS SHALL BE MAINTAINED AND FREE OF LITTER, GRASS, STAINS, SNOW AND ICE, DEBRIS, BRANCHES AND FRUIT. BENCHES AND STREET FURNISHINGS SHOULD BE PERIODICALLY CLEANED. DEBRIS, LEAVES AND BRANCHES SHALL BE REMOVED FROM ALL STORM WATER GRATES, CHANNELS AND APERTURES. IF PRECIPITATION OR PAVEMENTS IS PRESENT ON THE SITE THEN SAND SHALL NOT BE UTILIZED TO TREAT ICE CONDITIONS.
- PLANTINGS WHICH ARE NOT GROWING IN A VIGOROUS MANNER AND ANY DEAD PLANTS SHALL BE REPLACED AS NECESSARY TO ACHIEVE THE INTENDED DESIGN DURING THE NEXT SPRING OR FALL PLANTING SEASON.
- MORE BIRDS SHALL BE INSTALLED ON THE EXTERIOR OF THE BUILDING AND SHALL BE AVAILABLE TO WATER PLANTINGS AS NEEDED. AT LEAST ONE (1%) OF WATER PER WEEK FOR EACH NEW PLANT IS REQUIRED.

PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	ROOT
Ig	18	ILEX GLABRA COMPACTA	COMPACT INKBERRY	3' OC	18"-24"	3 GAL
Ar	4	ACER RUBRUM 'October Glory'	OCTOBER GLORY RED MAPLE	--	3"-3.5" CAL.	BB



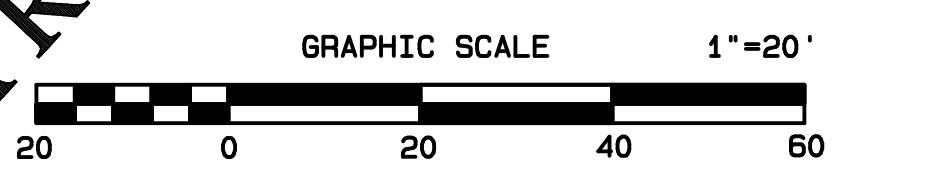
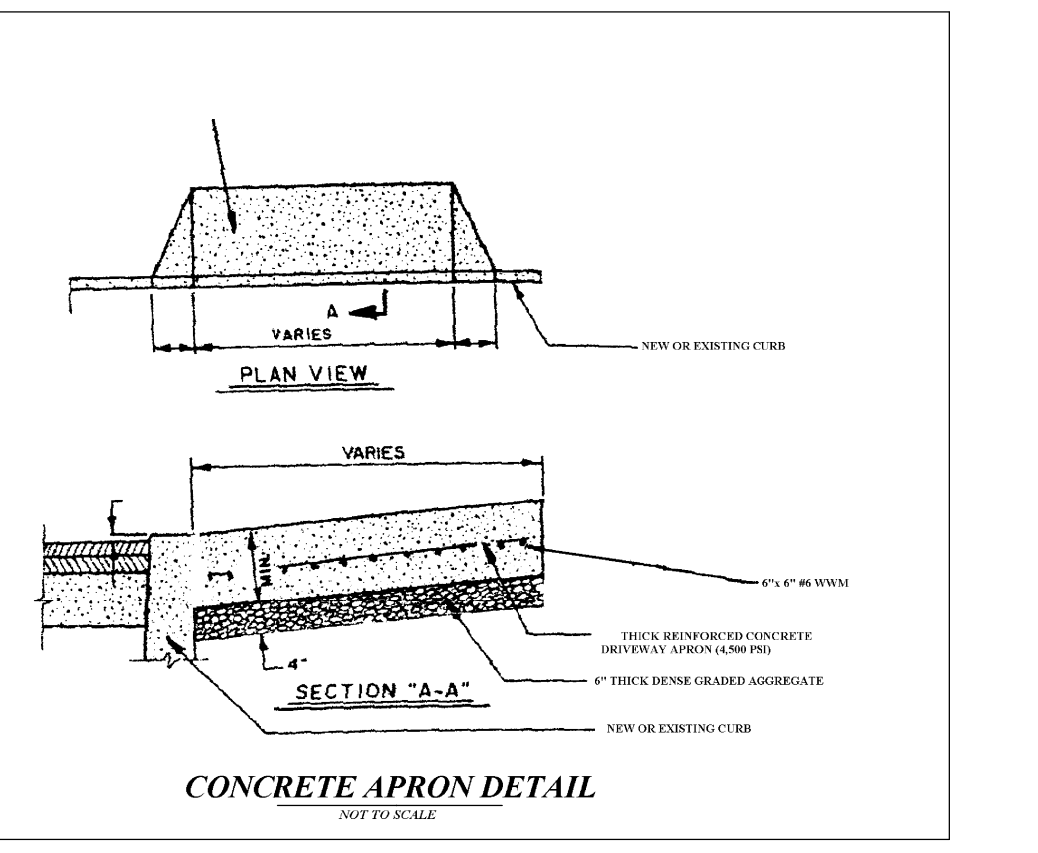
PLANTING NOTES

- PLANT MATERIALS SHALL BE FURNISHED AND INSTALLED AS INDICATED INCLUDING ALL LABOR, MATERIALS, PLANTS, EQUIPMENT, INCIDENTALS AND CLEAN-UP.
- PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY; HAVING NORMAL GROWTH HABITS; WELL DEVELOPED SPHERICAL OR BALANCED BRANCHED HABIT; DENSE FOLIAGE; VIGOROUS ROOT SYSTEMS AND BE FREE FROM DEFECTS AND INJURIES. UNLESS OTHERWISE SPECIFIED TREES SHALL BE SINGLE TRUNK WITH A SINGLE LEADER. STREET TREES, PARKING LOT TREES AND TREES ALONG WALKS SHALL BE PRUNED OF ANY BRANCHES WHICH MAY INTERFERE WITH PEDESTRIANS, VEHICLES AND TRAFFIC SIGNS.
- PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT STOCK NOT PLANTED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE DAY PERIOD AFTER DELIVERY.
- QUALITY AND SIZE OF PLANTS, INCLUDING ROOT SIZE, SHALL BE IN ACCORDANCE WITH "AMERICAN STANDARDS FOR NURSERY STOCK" ANSI Z60 (MOST RECENT EDITION) AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN.
- B&B PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE ROOT BALL ONLY. PLANTS WITH BROKEN, SPLIT OR DAMAGED ROOT BALLS SHALL BE REJECTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY MARK OUTS AND COMPLIANCE WITH ALL FEDERAL, STATE OR LOCAL CODES, LAWS, ORDERS OR REGULATIONS GOVERNING UPON THIS WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL TREE MULCH RINGS OR BIRDS DURING CONSTRUCTION AND THE MAINTENANCE PERIOD.
- THE CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF THE PROPOSED PLANT MATERIAL.
- ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN A VIGOROUS GROWING CONDITION. PROVISIONS SHALL BE MADE AT THE BEGINNING OF THE FIRST SUCCEEDING GROWING SEASON FOR REPLACEMENT OF DEAD OR DECLINING PLANTS.
- ALL PLANTS SHALL BE PLANTED IN AN APPROVED BACKFILL MIXTURE THAT IS THOROUGHLY WATERED AND TAMPED AS BACKFILLING PROGRESSES. NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOIL, STIFF CLAY, LITTER, ETC., SHALL BE USED FOR PLANTING.
- PLANTS SHALL NOT BE BOUND AT ANY TIME WITH WIRE OR ROPE AS TO DAMAGE THE BARE AND BRANCHES. PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE ROOT BALL ONLY. WIRE MIRE BASKETS, IF PRESENT, SHALL BE COMPLETELY REMOVED.

- PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTABLE LOCAL PRACTICE.
 - ALL PLANTS SHALL BE SET PLUMB AND STRAIGHT, AT SUCH A LEVEL THAT, AFTER SETTLEMENT, A NORMAL RELATIONSHIP BETWEEN THE CROWN OF THE ROOT BALL AND THE GROUND SURFACE WILL BE ESTABLISHED. ALL PLANTS SHALL BE LOCATED IN THE CENTER OF THEIR RESPECTIVE PLANTING PITS.
 - ALL INJURED ROOTS SHALL BE PRUNED PRIOR TO PLANTING. PRUNING BRANCHES WHICH CROSS THE CENTRAL LEADER OF TREES SHOULD NOT BE CUT. LONG SIDE BRANCHES SHOULD BE SHORTENED. ALL PRUNING TO CONFORM TO N.J. BOARD OF TREE EXPERTS' PLANTING STANDARDS FOR SHADE TREES.
 - TREES AND SHRUBS SHOULD BE INSTALLED DURING THE FOLLOWING FALL AND SPRING SEASONS:
- | SEASON | PLANTING PERIOD | TREE TYPE |
|--------|------------------------|-----------------|
| FALL | AUGUST 15-DECEMBER 15 | EVERGREEN TREES |
| FALL | OCTOBER 15-DECEMBER 15 | DECIDUOUS TREES |
| SPRING | MARCH 1-MAY 15 | ALL PLANTS |

PERMANENT SEED MIX FOR LAWN AREAS:

- 60% - HARD FESCUE
- 25% - CREEPING RED FESCUE
- 10% - PERENNIAL RYEGRASS
- 5% - KENTUCKY BLUEGRASS



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 N.J. PROFESSIONAL ENGINEER AND
 PROFESSIONAL LAND SURVEYOR No.19462

SKETCH PLAT
 of
LOTS 28 & 29, BLOCK 42
1690 PROPERTY MANAGEMENT, LLC
 in
TOWNSHIP OF EWING
MERCER CO., NEW JERSEY

TAX MAP DATA
 LOT BLOCK PAGE
 28 42 5
 DATE 4-24-23
 INV. 44657
 DRAWN BY: CWS
 SCALE 1"=20'
 FB. PG.
 FILE 108-38

REVISIONS

No.	Date	Description

DATE

PRELIMINARY