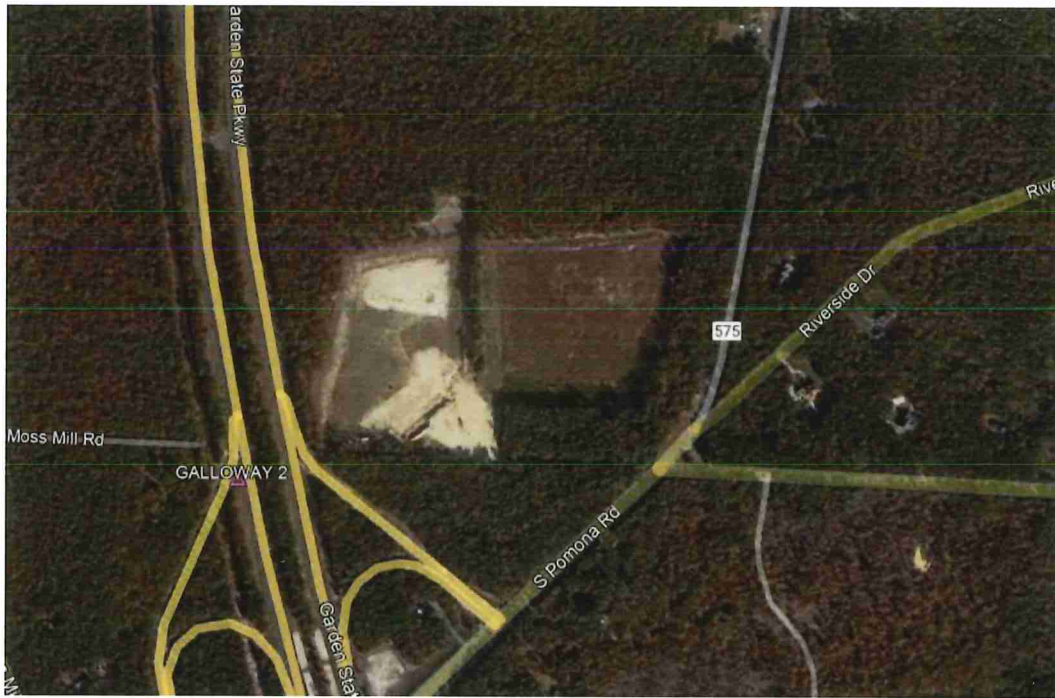


GENERAL INFORMATION
FOR
REDEVELOPMENT OF THE 400 ENGLISH CREEK ROAD (BLOCK 24, LOT 34)
REDEVELOPMENT AREA

CITY OF PORT REPUBLIC
ATLANTIC COUNTY
NEW JERSEY



FOR ADDITIONAL INFORMATION CONTACT: Brandy M. Blevin, CMC, CMR,
City Clerk
Port Republic City Hall
143 Main Street
Port Republic, NJ 08241
(609) 652-1501
brandy@portrepublicnj.org

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REQUEST FOR QUALIFICATIONS AND PROPOSALS

**CITY OF PORT REPUBLIC
143 Main Street
Port Republic, New Jersey 08241
(609) 652-1501**

PLEASE TAKE NOTICE that the City of Port Republic, in Atlantic County, New Jersey, is requesting qualifications and proposals, pursuant to a fair and open process, from individuals and/or from firms (“Respondent(s)”) who have an interest in conducting a land reclamation project as the named Redeveloper for a property which has been designated as an area in need of redevelopment. The area in need of redevelopment is a single parcel, approximately 27.55 acres in size, located at 400 English Creek Road in the City of Port Republic and is designated on the tax map as Block 24, Lot 34 (the “Property”). The Property previously was leased by the City to a firm that utilized it for gravel mining purposes. The adopted Redevelopment Plan for the Property anticipates redevelopment of the Property with a “land reclamation project” which is defined in the Redevelopment Plan as “a project by which a previously excavated or mined parcel of land is reclaimed to its pre-excavation state by means of placing clean fill, or clean dredge fill, upon the subject parcel in accordance with standards established by any governmental entity having jurisdiction over the subject parcel of land.” The City is the fee simple owner of the Property and has no intention of relinquishing that ownership. Therefore, the land reclamation project will be pursuant to a Redevelopment Agreement and Lease of the Property. It is anticipated that the Lease of the Property will be for a term of up to seven (7) years, with renewal option of up to five (5) years. The terms and conditions of the Redevelopment Agreement and Lease will be negotiable. It is anticipated that upon execution of the Redevelopment Agreement and the Lease, the Redeveloper will have up to twenty-four (24) months) to secure all final, non-appealable governmental approvals that are necessary to conduct the land reclamation project upon the Property. The estimated maximum volume at the Property for the disposal of clean fill and/or clean dredge fill is 450,000 cubic yards. Upon completion of the land reclamation project, the Property shall be graded, stabilized and reseeded pursuant to a plan therefore which will be approved by the City.

Sealed qualifications and proposals (“RFQ/RFP”) will be received by the City Clerk, City of Port Republic, 143 Main Street, Port Republic, NJ 08241 on October 1, 2024 at 10:00 a.m., prevailing time.

The General Information for Prospective Redevelopers, draft Redevelopment Agreement, draft Lease and other proposal documents have been filed in the office of the City Clerk and may be obtained therefrom between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. The proposal documentation also is available by clicking on the link provided at www.portrepublicnj.org.

Proposals must be enclosed in a sealed envelope and plainly marked "Proposal for Redevelopment of 400 English Creek Road." The envelope shall contain the name and address of the Respondent.

The City of Port Republic anticipates selecting a Redeveloper that demonstrates the greatest potential for achieving the objectives that are set forth in the approved Redevelopment Plan and which best meets the evaluation criteria that is set forth in the General Information for Proposed Redevelopers. The City of Port Republic reserves the right to waive any irregularity in a submission and/or to reject any and all submissions. The City of Port Republic will consider as "non-responsive" any submission which is lacking critical information, or any submission that represents a major deviation from the in the General Information for Proposed Redevelopers. Minor omissions may, at the sole option and discretion of the City, be corrected within five (5) business days of notification of the deficiency issued by the City.

The City will evaluate the responses utilizing the evaluation criteria listed in the Specifications & General Information for Proposed Redevelopers which include the following:

- a. Experience and reputation of the prospective Redeveloper in the field that is the subject matter of the redevelopment project;
- b. Knowledge of the City of Port Republic, issues that are unique to the City of Port Republic and the subject matter to be addressed under the redevelopment project;
- c. Availability to accommodate any required meetings of the City of Port Republic or its various departments;
- d. Lease term proposal;
- d. Lease rent proposal; and
- e. Other factors as demonstrated to be in the best interest of the City of Port Republic.

Personal interviews with Respondents may be conducted. The fact that a personal interview is requested shall not be deemed to suggest that the City intends to designate the Respondent being interviewed as the Redeveloper.

When the successful Respondent is one of the following types, the following persons shall individually guarantee the payment of the rents: (a) In case of a partnership, all general partners owning 10% or more of the partnership; (b) In case of a corporation, the shareholders owning 10% or more of the stock of the corporation; (c) In case of an individual, the individual; (d) In the case of a limited liability company, all members owning 10% or more of the company. The Respondent shall supply these names with its bid.

Respondents will be required to comply with the requirements of N.J.S.A. 10:5-31, *et. seq.* and N.J.A.C. 17:27 (Contract Compliance and Affirmative Action for Public Contracts). The statutory and regulatory language of those statutes and administrative regulations will be incorporated into the Redevelopment Agreement and the Lease by reference.

Respondents are required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56.25 et. seq. as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the prospectively contracting corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the prospectively contracting partnership who own 10% or greater interest therein, as the case may be. For the purpose of this requirement, a limited liability company will be deemed a partnership.

Prior to approval of a Redevelopment Agreement and Lease with a Redeveloper, the designated Redeveloper will be required to submit a New Jersey Business Registration Certificate pursuant to the requirements of N.J.S.A. 52:32- 44 prior to adoption by the City Council of the resolution approving the Redevelopment Agreement and Lease.

Respondents are required to comply with the requirements of P.L. 2012, c.25 and N.J.S.A. 40A:11-2.1 which require that any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract with a local contracting unit must complete a certification attesting, under penalty of perjury, that the person or entity, or one of the person or entity’s parents, subsidiaries or affiliates is not identified on a list created or maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran.

Respondents are required to comply with the requirements of N.J.S.A. 19:44A-20.27. Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

The City reserves the right to reject any or all responses to this RFQ/RFP, to not select a Redeveloper, and to re-advertise this RFQ/RFP or another RFQ/RFP for the Property. Selection of a Respondent as the prospective Redeveloper does not guarantee that the City will enter into a Redevelopment Agreement and Lease with the Respondent or that the project will proceed in the manner described in this RFQ/RFP. Respondents hereby are notified that all information submitted as part of or in support of their responses to this RFQ/RFP will be made available for public inspection. All costs associated with responding to this RFQ/RFP shall be borne by the respondent.

Dated: August 14, 2024

BY ORDER OF
THE MAYOR AND CITY COUNCIL
S/ *Brandy M. Blevin*
Brandy M Blevin, CMC, CMR, City
Clerk

GENERAL INFORMATION
FOR
PROSPECTIVE REDEVELOPERS
OF THE CITY OWNED PROPERTY LOCATED AT
400 ENGLISH CREEK ROAD, BLOCK 24, LOT 34
PORT REPUBLIC, NEW JERSEY

I. Introduction. The City of Port Republic, in Atlantic County, New Jersey, is requesting qualifications and proposals, pursuant to a fair and open process, from individuals and/or from firms (“Respondent(s)”) who have an interest in conducting a land reclamation project as the named Redeveloper for a property which has been designated as an area in need of redevelopment in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq. The area in need of redevelopment (“Redevelopment Area”) is a single parcel, approximately 27.55 acres in size, located at 400 English Creek Road in the City of Port Republic and is designated on the tax map as Block 24, Lot 34 (the “Property”). The Property previously was leased by the City to a firm that utilized it for gravel mining purposes. By Ordinance 04-2024, adopted June 11, 2024, the City adopted a Redevelopment Plan for the Property. The adopted Redevelopment Plan for the Property anticipates redevelopment of the Property with a “land reclamation project” which is defined in the Redevelopment Plan as “a project by which a previously excavated or mined parcel of land is reclaimed to its pre-excavation state by means of placing clean fill, or clean dredge fill, upon the subject parcel in accordance with standards established by any governmental entity having jurisdiction over the subject parcel of land.” The City is the fee simple owner of the Property and has no intention of relinquishing that ownership. Therefore, implementation of a land reclamation project for the Property will be pursuant to a Redevelopment Agreement and Lease of the Property. It is anticipated that the Lease of the Property will be for a term of up to seven (7) years, with a renewal option of up to five (5) years. The terms and conditions of the Redevelopment Agreement and Lease will be negotiable. It is anticipated that upon execution of the Redevelopment Agreement and the Lease, the Redeveloper will have up to twenty-four (24) months to secure all final, non-appealable governmental approvals that are necessary to conduct the land reclamation project upon the Property. Such approvals include, but are not necessarily limited to, Cape Atlantic Soil Conservation permit, New Jersey Department of Environmental Protection (“NJDEP”) Acceptable Use Determination, Atlantic County Planning Board approval, and City of Port Republic Planning Board approval. The estimated maximum volume at the site for the disposal of clean fill and or clean dredged material is 450,000 cubic yards.

A draft Redevelopment Agreement and draft Lease are annexed. It is anticipated that the final negotiated Redevelopment Agreement and Lease will be substantially similar to the drafts that are annexed with little or no substantive deviations as to form.

II. Invitation to Submit Qualifications & Proposal. Qualified Respondents having an interest in submitting a proposal to the City for the implementation of a land reclamation project upon the Property are invited to submit their qualifications and proposals to the City Clerk. In that regard, sealed qualifications and proposals will be received by the City Clerk, City

of Port Republic, 143 Main Street, Port Republic, NJ 08241 on October 1, 2024 at 10:00 a.m., prevailing time.

III. Submission or Delivery of Qualifications & Proposals. Qualifications and Proposals must be submitted prior to the time designated above and may be submitted either by mail or in person by the Respondent or by the Respondent's agent. Proposals must be enclosed in a sealed envelope and plainly marked "Proposal for Redevelopment of 400 English Creek Road." The envelope shall contain the name and address of the Respondent.

IV. Proposal. The resumes or *curricula vitae* of all individuals who will perform services under the Redevelopment Agreement on behalf of the Respondent shall be submitted with the Respondent's proposal. Additionally, the Respondent's proposal, at a minimum, should include the following information:

a. Name and address of the Respondent and the contact individual or corporate officer authorized to negotiate a Redevelopment Agreement with the City.

b. A detailed description of the Respondent's history, ownership, and organizational structure, location of its management, charter authorization, and licenses to do business in the State of New Jersey.

c. A detailed description of projects similar to that which is subject of the City's anticipated land reclamation project which the Respondent has completed within the last five (5) years which information should include, but not be limited to, the project location, the value of the contract and the names, address, telephone number and email address of the project owner's representative who can verify the quality of the Respondent's performance.

d. An affirmation that the Respondent is properly licensed.

e. An affirmation that the Respondent does not have a record of substandard work with the State of New Jersey or any of its administrative agencies, the City of Port Republic or any other New Jersey county, municipality, board of education, authority or any other governmental entity.

f. A proposed Project Implementation Schedule which, at a minimum, should include timelines by which the Respondent proposes to obtain each and every governmental permit or approval that will be required in order to commence implementation of the project, a timeline for implementation of the project and the proposed "minimum rent" and "fill rent," as those terms are defined in the draft Lease, to be paid to the City of Port Republic.

V. Evaluation of Proposals. Upon receipt of qualifications and proposals, the City Clerk will transmit copies of each proposal to the Mayor and a subcommittee of City Council designated to review the qualifications and proposals (collectively, the "Review Committee") Proposals will be evaluated on the basis of the most advantageous, price and other factors

considered. The initial evaluation by the Review Committee will consider:

- a. Experience and reputation of the prospective Redeveloper in the field that is the subject matter of the redevelopment project.
- b. Knowledge of the City of Port Republic, issues that are unique to the City of Port Republic and the subject matter to be addressed under the redevelopment project.
- c. Availability to accommodate any required meetings of the City of Port Republic or its various departments.
- d. Lease term proposal.
- e. Lease rent proposal.
- f. Other factors as demonstrated to be in the best interest of the City of Port Republic.

Personal interviews with Respondents may be conducted. The fact that a personal interview is requested shall not be deemed to suggest that the City intends to designate the Respondent being interviewed as the Redeveloper. Upon completion of the initial evaluation process, the Review Committee will transmit its findings and recommendations to City Council which may then, by Resolution, appoint a Respondent as Conditional Redeveloper. Upon designation of a Conditional Redeveloper, the Review Committee will then negotiate the final terms and conditions of a Redevelopment Agreement and Lease for consideration of, and approval by, City Council. The City anticipates that the final Redevelopment Agreement and Lease will be substantially similar to the Redevelopment Agreement and Lease that are annexed hereto with little, if any, substantive deviations as to form.

The City of Port Republic anticipates selecting a Redeveloper that demonstrates the greatest potential for achieving the objectives that are set forth in the approved Redevelopment Plan and which best meets the evaluation criteria that are set forth in this General Information for Proposed Redevelopers. The City of Port Republic reserves the right to waive any irregularity in a submission and/or to reject any and all submissions. The City of Port Republic will consider as "non-responsive" any submission which is lacking critical information, or any submission that represents a major deviation from the information required to be submitted pursuant to this General Information for Proposed Redevelopers. Minor omissions may, at the sole option and discretion of the City, be corrected within five (5) business days of notification of the deficiency issued by the City.

The City reserves the right to reject any or all proposals, to not select a Redeveloper, and to re-advertise this RFQ/RFP or another RFQ/RFP for the Property. Selection of a Respondent as the Conditional Redeveloper does not guarantee that the City will enter into a Redevelopment Agreement and Lease with the Conditional Respondent or that the project will proceed in the

manner described in this RFQ/RFP if the City and the Conditional Redeveloper are unable to reach an agreement as to the terms and conditions of the Redevelopment Agreement and the Lease. Respondents hereby are notified that all information submitted as part of or in support of their proposals (with the exception of personal identifying information such as driver's license numbers and social security numbers, and banking information) will be made available for public inspection.

VI. Obligation of Prospective Contractor. At the time of receipt of proposals, each Respondent will be presumed to have read and to be thoroughly familiar with the contents of the Requests for Qualifications and Proposals that has been published and posted on the City's website and with this document and the Exhibits thereto, including the draft Redevelopment Agreement, the draft Lease and the Redevelopment Plan. The failure or omission of a Respondent to receive or examine any such document shall in no way relieve that Respondent from any obligation with respect to the proposal submitted.

VII. Investigation of Qualifications. The City will make such investigations as it deems necessary to determine the responsibility of the Respondent and the Respondent shall furnish the City all such information as may be requested by the City notwithstanding the fact that the release of such information to the City may result in the disqualification of the Respondent and the proposal submitted. In that regard, the Respondent should submit with its proposal the Respondent's Experience/Statement of Respondent's Responsibility that is annexed hereto.

The City, at its discretion, may require certain Respondents to give an oral presentation and/or to submit written responses to questions from the City for the purpose of clarifying or elaborating on the Respondent's proposal. No comments regarding other Respondents or their proposals are permitted, and Respondents may not attend presentations by their competitors. Respondents shall not construe the list of Respondents invited, if any, to imply acceptance or rejection of any proposal.

The City reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such submitting Respondent fails to satisfy the City that such Respondent properly is qualified to carry out the obligations a Redevelopment Agreement and of achieving the objectives that are set forth in the Redevelopment Plan.

VIII. Signing of Proposal Documentation. The qualification and proposal documentation that is submitted by the Respondent shall be signed by the individual or on behalf of the entity to be bound by the Redevelopment Agreement and Lease. If proposal documents are signed on behalf of a corporation or limited liability company then the Respondent shall supply a corporate resolution or a company resolution, as the case may be, authorizing the person signing the documents to sign the documents on behalf of the corporation or company.

IX. New Jersey Business Registration Certificate; Ownership Disclosure

Statement; Disclosure of Investment Activities in Iran.

a. **New Jersey Business Registration Certificate.** Business organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Under the provisions of N.J.S.A. 52:32-44b(1), the designated Redeveloper shall provide the Authority with a copy of their New Jersey Business Registration Certificate prior to approval of the Redevelopment Agreement by City Council. Therefore, it is strongly recommended that Respondents include with their proposal a copy of their New Jersey Business Registration Certificate at the time that their proposal is submitted to the City.

b. **Ownership Disclosure Statement.** The successful Redeveloper, if any, will be required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56.25 et. seq. as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. An Ownership Disclosure Statement is annexed.

c. **Disclosure of Investment Activities in Iran.** The successful Redeveloper, if any, will be required to comply with the requirements of P.L. 2012, c.25 and N.J.S.A. 40A:11-2.1 which require that any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with a local contracting unit must complete a certification attesting, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries or affiliates is not identified on a list created or maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. A Certification is annexed.

X. Miscellaneous.

a. The City specifically reserves the right to reject all proposals and to not enter into a Redevelopment Agreement if it is deemed to be in the best interests of the City by its governing body.

b. For additional information contact: Brandy M. Blevin, RMC, CMR, City Clerk, City of Port Republic, 143 Main Street, Port Republic, N.J, 08241, Telephone: 609-652-1501, email: brandy@portrepublicnj.org

XI. Proposal Documents Checklist. Respondents should submit an original plus two copies of all of the following documents:

_____ Signed Proposal in the form described above (with corporate resolution or limited liability resolution, if necessary).

_____ Resumes or *curricula vitae* of all individuals who will perform services under the Redevelopment Agreement.

_____ Respondent's Experience/Statement of Responsibility.

- _____ New Jersey Business Registration Certificate.
- _____ Ownership Disclosure Statement.
- _____ Certification Regarding Investment Activities in Iran.

Where a form is provided by the City of Port Republic Respondents are required to utilize the form supplied and substitutions will not be accepted. If more space is needed to complete any form that is supplied than has been provided in the form, then extra pages are to be attached to the form for which extra space is needed.

XII. Exhibits. The following Exhibits annexed hereto are deemed to be a part of this document:

Exhibit A – Respondent’s Experience/Statement of Responsibility

Exhibit B – Ownership Disclosure Statement

Exhibit C – Certification Regarding Investment Activities in Iran

Exhibit D – Redevelopment Agreement

- Exhibit A – Resolution 50-2023
- Exhibit B – Ordinance 04-2024
- Exhibit C – Ordinance 05-2024
- Exhibit D – Redevelopment Plan
- Exhibit E – Project Implementation Schedule (blank)
- Exhibit F – Lease
- Exhibit G – Project Concept Plan (blank)
- Exhibit H – Redeveloper’s Ownership Structure (blank)

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

Redeveloper

AND

THE CITY OF PORT REPUBLIC
Redevelopment Entity

Effective Date: _____, **2024**

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Exhibit "B" – Ordinance 04-2024

Exhibit "C" – Ordinance 05-2024

Exhibit "D" – Redevelopment Plan

Exhibit "E" – Project Implementation Schedule

Exhibit "F" – Property Lease

Exhibit "G" – Project Concept Plan

Exhibit "H" – Redeveloper's Ownership Structure

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”), entered into as of the **Effective Date** (defined below), is made by and between **THE CITY OF PORT REPUBLIC**, a municipal corporation of the State of New Jersey having its principal offices at 143 Main Street, Port Republic, N.J. 08241 (the **“City”**), and _____, having its principal business address at _____ (hereinafter referred to as **“Redeveloper”**).

Throughout this Agreement, City and Redeveloper each individually may be referred to as a **“Party”** and they collectively may be referred to as the **“Parties.”**

RECITALS

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 or redevelopment; and

WHEREAS, the City is the fee simple owner of certain real property that is designated as Block 24, Lot 34 on the current tax map, commonly known as 400 English Creek Road (the **“Property”**); and

WHEREAS, the Property previously was leased to a private entity for use as a gravel mine and the term of that lease expired in 2021 since which time the Property has not been used for any purposes; and

WHEREAS, by Resolution 82-2022, adopted November 15, 2022, City Council directed the Port Republic Planning Board to conduct a preliminary investigation of the Property to determine whether the Property satisfies the criteria as an “area in need of redevelopment” under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et. seq.*; and

WHEREAS, the Planning Board, with the assistance of Rutala Associates, undertook the preliminary investigation and conducted a public hearing on January 10, 2023 during which the Planning Board considered the testimony of James Rutala of Rutala Associates and also considered his narrative report; and

WHEREAS, by Resolution dated February 13, 2023, the Planning Board recommended that the Property satisfies the statutory criteria for designation as an area in need of redevelopment;

WHEREAS, pursuant to Resolution 50-2023, adopted February 14, 2023 (**“Exhibit A”**), and upon recommendation made by the Port Republic Planning Board, City Council designated the Property, as area in need of redevelopment (the **“Redevelopment Area”**); and

WHEREAS, by Resolution 50-2023 City Council also directed the City Planner, in consultation with the Mayor and City Council, to prepare a Redevelopment Plan for further consideration by Mayor and Council; and

WHEREAS, Ordinance 04-2024, “Adopting a Redevelopment Plan for Block 24, Lot 34 (400 English Creek Avenue) (“**Exhibit B**”), was introduced on first reading on April 9, 2024 after which, on April 11, 2024, it was referred to the Port Republic Planning Board, as required by N.J.S.A. 40A:12A-7e, which reported to City Council that the Redevelopment Plan was not inconsistent with the City’s Master Plan; and

WHEREAS, on June 11, 2024 City Council adopted on second reading Ordinance 04-2024 by which it adopted a Redevelopment Plan for the Redevelopment Area; and

WHEREAS, by Ordinance ____-2024, adopted on second reading on September ____ (“**Exhibit C**”), 2024, Ordinance 04-2024 was amended solely for the purpose of correcting certain typographical errors in Ordinance 04-2024; and

WHEREAS, by Ordinance 04-2024, as amended by Ordinance ____-2024, the Redevelopment Plan entitled “Redevelopment Plan for 400 English Creek Road, Port Republic, New Jersey,” prepared by Rutala Associates, dated April 2023, Revised June 2024 is the adopted “**Redevelopment Plan**” for the Redevelopment Area (“**Exhibit D**”); and

WHEREAS, the Redevelopment Plan allows for implementation of a land reclamation project which is defined in the Redevelopment Plan as “a project by which a previously excavated or mined parcel of land is reclaimed to its pre-excavation or pre-mined state by means of placing clean fill, or clean dredge fill, upon the subject parcel in accordance with standards established by any governmental entity having jurisdiction over the subject parcel of land;” and

WHEREAS, in _____ 2024 the City issued a Request for Proposals for implementation of a land reclamation project within the Redevelopment Area; and

WHEREAS, on _____, 2024 Redeveloper submitted a proposal by which it proposed to implement a land reclamation project on the Property within the Redevelopment Area; and

WHEREAS, Redeveloper’s proposal provided a detailed description of the Redeveloper’s project concept and included information outlining its experience, expertise and financial capabilities and requested designation by the City as redeveloper for the proposed land reclamation project within the Redevelopment Area; and

WHEREAS, the Mayor and City Council reviewed the proposal and determined that Redeveloper possesses the requisite qualifications, financial resources, equipment and other resources that are necessary to implement and complete a land reclamation project in accordance with the Redevelopment Plan and all other “**Applicable Laws**” (as defined below), ordinances and regulations; and

WHEREAS, in order to set forth in a more comprehensive agreement containing the terms and conditions under which the Parties shall carry out their respective obligations, the

Parties have determined to enter into this Agreement for the purpose of setting forth their respective undertakings, rights and obligations in connection with the “**Project,**” as defined in this Agreement, and the Property.

NOW, THEREFORE, for and in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, and to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE 1 - RECITALS & EXHIBITS

1.1 **Incorporation of Recitals.** The statements that are set forth in the Recitals are true and accurate. All of the statements of the Recitals are repeated and are incorporated herein by this reference thereto and are made a part hereof as if each and every statement were set forth fully herein.

1.2 **Exhibits.** The following Exhibits are attached and are incorporated herein and are made a part hereof by this reference:

- (a) Exhibit A – Resolution 50-2023
- (b) Exhibit B – Ordinance 04-2024
- (c) Exhibit C – Ordinance 05-2024
- (d) Exhibit D – Redevelopment Plan
- (e) Exhibit E – Project Implementation Schedule
- (f) Exhibit F – Property Lease
- (g) Exhibit G – Project Concept Plan
- (h) Exhibit H – Redeveloper’s Ownership Structure

1.3 **Precedence of Documentation.** In the event of any discrepancy, inconsistency and/or divergence arising between the provisions of this Agreement and any provision in any Exhibit the Parties cooperatively shall seek to reconcile the inconsistency and/or divergence and an agreement in that regard shall be reduced to a written amendment to this Agreement. In the event that the Parties cannot agree upon a reconciliation of the inconsistency and/or divergence, then the provisions of this Agreement shall take precedence.

ARTICLE 2 – DEFINITIONS; INTERPRETATION & CONSTRUCTION

2.1 **Definitions.** All definitions of words, terms or phrases that are set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:11A-1, et. seq., as amended, and in any administrative regulations adopted pursuant thereto, in the Municipal Land Use Law, N.J.S.A.

40:55D-1, *et. seq.*, as amended, and in any administrative regulations adopted pursuant thereto, and in the Open Public Records Act, N.J.S.A. 47:1A-1, *et. seq.*, as amended, and in any administrative regulations adopted thereunder, are incorporated herein and are made a part hereof by this reference thereto as if set forth herein at length. In the event that the same word, term or phrase has multiple definitions in the aforementioned statutes, then the most recently enacted word, term or phrase, as the case may be, shall control. In the event that the same word, phrase or term has different meanings as between a statute and an administrative regulation, then the meaning that is set forth in the statute shall control. Additionally, the Parties agree that unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified below and such definitions shall be applicable equally to the singular and plural forms of such terms:

"Acceptable Use Determination (AUD)" means the use that is determined by the New Jersey Department of Environmental Protection ("NJDEP") as appropriate for the dredged material, admixture, or product that will be protective of human health and the environment and is consistent with the requirements.

"Affiliate" means 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.

"Agreement" has the meaning set forth in the introductory sentence to this Agreement.

"Applicable Law" means any statute, law, judicial decisional law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding action which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Body and/or court of competent jurisdiction that relates to or affects the Parties, the Redevelopment Area, the Project, or the performance by the Parties of their respective obligations or the exercise of their respective rights under this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or holiday under the laws of the State.

"Certificate of Completion" means a certificate or certificates of the City, approved by a resolution of the City Council and issued pursuant to §3.9 below, certifying that the Project (or any portion thereof) has been completed under this Agreement.

"Certificate of Occupancy" means a Certificate of Occupancy or Certificate of Approval, as such terms are defined in Title 23 of the New Jersey Administrative Code, or its equivalent, issued to allow occupancy (whether temporary or final) with respect to any portion of the Project for which a Certificate of Occupancy is required by Applicable Law.

"City" means the City of Port Republic in Atlantic County, New Jersey.

"City Council" means the governing body of the City of Port Republic in Atlantic County, New Jersey.

"City Indemnified Parties" means the City and its elected, appointed and employed officials, officers, agents, employees, contractors, and consultants.

"Clean Dredged Material" refers to dredged material that is professionally tested by a certified laboratory which then certifies that the material is clean, unconsolidated, randomly mixed sediments composed of, soil or shell materials extracted and deposited during dredging and dumping activities.

"Completion," "Complete," or "Completed" means with respect to the Project (or any portion thereof), that (a) all proposed work to the relevant portion of the Project has been completed, acquired, or installed in accordance with this Agreement and in compliance with Applicable Law so that such portion of the Project may be used and operated for its intended purpose; and (b) all permits, licenses and approvals, including a Certificate of Occupancy if required, can be issued.

"Construction" means all physical onsite work necessary to develop and implement the Project, as approved by the Planning Board (as defined below).

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

"Declaration" has the meaning set forth in Section 5.3 hereof.

"Default Notice" has the meaning set forth in Section 7.1 hereof.

"Effective Date" means the last date that a Party executes this Agreement.

"Environmental Law" shall mean all federal, regional, state, county or local laws, statutes, ordinances, judicial decisional law, rules, regulations, codes, orders, decrees, directives and judgments relating to (i) pollution, damage to or protection of the environment, environmental conditions, releases or threatened releases of Hazardous Substances into the environment or the use, manufacture, processing, distribution, treatment, storage, generation, disposal, transport or handling of Hazardous Substances; and/or (ii) remediation, remediation activities and/or remediation standards; as the same are in effect on the Effective Date of this Agreement, together with any amendments or modifications to the same and new enactments adopted, promulgated or enacted thereafter, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1231-1387; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6991; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601-9675; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.; the New Jersey Air Pollution Control Act, N.J.S.A. 26:2C-1 et seq.; the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq.; and the New Jersey Environmental Rights Act, N.J.S.A. 2A:35A-1 et seq.; and any and all administrative rules and regulations promulgated thereunder.

"Force Majeure Events" has the meaning set forth in Section 8.1 hereof.

“Government Applications” has the meaning set forth in Section 3.2 hereof.

“Government Approvals” means all necessary, final, non-appealable reviews, consents, permits, authorizations, licenses, and other approvals of any kind or nature whatsoever that are legally required by any Governmental Body in order to implement, and otherwise carry out the Project by the Redeveloper.

“Governmental Body” means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the City and the State.

“Hazardous Substance” means any toxic or hazardous substance, pollutant or contaminant, element, compound, mixture or solution, emissions, chemicals, materials, wastes or substances, as any of those terms are defined from time to time, in, or for the purposes of, any relevant Environmental Law.

“Legal Requirements” means all laws, statutes, codes, ordinances, orders, administrative regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time.

“MLUL” means the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et. seq.*, as may be amended.

“Party” or **“Parties”** means either the City or the Redeveloper, or both the City and Redeveloper, as the context requires.

“Permitted Transfer” has the meaning set forth in Section 6.3 hereof.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or Governmental Body, or any other entity recognized as a “person” by any law, statutory, common or otherwise, of the State of New Jersey.

“Planning Board” means the Planning Board of the City of Port Republic.

“Project” means development and implementation upon the Property of a land reclamation project which is defined in the Redevelopment Plan as “a project by which a previously excavated or mined parcel of land is reclaimed to its pre-excitation or pre-mined state by means of placing clean fill, or clean dredge fill, upon the subject parcel in accordance with standards established by any governmental entity having jurisdiction over the subject parcel of land along with construction, completion, and management of all project improvements contemplated under this Agreement pursuant to the provisions of this Agreement and the Redevelopment Plan.

“Property” has the meaning set forth in the Preamble; *i.e.*, all of the real property that is shown on the current tax map of the City of Port Republic as comprising Block 24, Lot 34 on the current tax map, commonly known as 400 English Creek Road.

“**Redeveloper**” has the meaning set forth in the introductory sentence to this Agreement.

“**Redevelopment Area**” has the meaning set forth in the Preamble.

“**Redevelopment Law**” and “**LRHL**” mean the Local Redevelopment and Housing Law, N.J.S.A. 40A:11A-1, et. seq., as amended.

“**Redevelopment Plan**” has the meaning set forth in the Preamble.

“**Site Plan**” means one or more minor or major site plans, and any amendments thereto, as submitted to the Planning Board for preliminary or final approval and as commonly defined in and governed by the MLUL and the land development ordinances of the City.

“**State**” means the State of New Jersey.

“**Transfer**” has the meaning set forth in Section 6.2 hereof.

“**Unreasonably Withheld**” or “**Unreasonably Withhold**” shall mean to be withheld or deny in a manner that is arbitrary, capricious, or unreasonable.

2.2 Interpretation and Construction.

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Agreement refer to this Agreement. The term “hereafter” means after the Effective Date of this Agreement, and the term “heretofore” means before the Effective Date of this Agreement.

(b) Any headings preceding the text of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

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

(d) Each right of the City Council or other City officials to review or approve any actions, plans, specifications, or other obligations hereunder shall be exercised by the City Council or City official(s) with the legal authority to conduct such review or grant such approvals. Any review contemplated by this Agreement shall be made in a timely manner, and as otherwise provided herein.

(e) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time.

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

(g) Gender-specific words mean and include every other gender and words that are singular in number mean and include the plural number and vice versa.

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

ARTICLE 3 – DESIGNATION OF REDEVELOPER; REDEVELOPER’S OBLIGATIONS

3.1 **Designation of Redeveloper.** City designates and appoints Redeveloper as the sole and exclusive redeveloper of the Project required to be undertaken pursuant to this Agreement and so long as this Agreement remains in effect Redeveloper shall have the exclusive right to implement the Project required pursuant to this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as prohibiting the Parties from entering into a separate agreement with other public agencies, as permitted by N.J.S.A. 40A:12A-8, under the terms of which the Parties and the other public agency may undertake a separate land reclamation project to be implemented simultaneously with the Project required by this Agreement.

3.2 **Agreement to Undertake Project.** Redeveloper agrees to prepare the Property and to plan and implement the Project in conformity with the provisions of the Redevelopment Plan and in compliance with the terms and conditions of this Agreement and any and all Governmental Approvals. Upon execution of this Agreement, Redeveloper will undertake with due diligence and will cause to be prepared and filed such plans, drawings, documentation, presentations and applications (collectively called “**Governmental Applications**”) as may be necessary and appropriate for the purpose of obtaining any and all final and unappealable Governmental Approvals required to complete the Project, including but not limited to, Governmental Approvals from the City, the Port Republic Planning Board, the County of Atlantic and State of New Jersey acting by and through their respective departments, agencies, authorities and subdivisions. All of the Governmental Applications shall be in conformity with the Redevelopment Plan, this Agreement and all Exhibits, and any and all federal, State, County, and municipal statutes, laws, ordinances, rules and regulations applicable thereto, subject to the Redevelopment Law. Redeveloper agrees that it will in good faith seek to acquire, and diligently will pursue acquisition of, all Governmental Approvals that are necessary to implement the Project. The City shall use best efforts to fully cooperate with Redeveloper to facilitate obtaining all Governmental Approvals. Redeveloper shall keep the City apprised on a continual basis as to the status of Redeveloper’s efforts to secure the required Governmental Approvals, including without limitation providing the City with copies of all submissions and correspondence related to any such Governmental Approvals. The City shall have no liability or obligation to Redeveloper for any restrictions that may be imposed upon or otherwise impact upon the Project and/or the implementation thereof pursuant to any statutes, laws, ordinances, rules and regulations of any Governmental Body other than the City.

Redeveloper shall have twenty-four (24) months from the Effective Date of this agreement to obtain all final, non-appealable Governmental Approvals. So long as Redeveloper, applies for and receives all final, non-appealable approvals from the Port Republic Planning Board that are necessary and has applied for all other Governmental Approvals (including state

and federal approvals), and is diligently pursuing acquisition of those other Governmental Approvals, then Redeveloper shall have the option to extend the aforementioned twenty-four (24) month time frame for no longer than an additional twelve (12) months. In the event that litigation is initiated in any court of competent jurisdiction with regard to the application for, or the issuance or denial of, any Governmental Approval, then the running of the initial twenty-four (24) month time frame, or the optional extension thereof, as the case may be, shall be tolled beginning on the date of the filing of the first paper initiating the litigation with the court in question and ending the earlier of: (a) the date that the litigation either is settled and dismissed with prejudice; or (b) the date upon which a non-appealable final decision is rendered by the applicable court. Should Redeveloper fail to obtain all final, non-appealable Governmental Approvals within the aforesaid time, then either Party may cancel this Agreement and neither Party shall have any further obligation to the other.

Upon Redeveloper's receipt of the last non-appealable Governmental Approval necessary to commence implementation of the Project, Redeveloper shall prepare and submit to the City its proposed Project Implementation Schedule for review and approval, which shall not unreasonably be withheld. As required by the provisions of N.J.S.A. 40A:12A-9, the proposed Project Implementation Schedule will include a date by which Redeveloper shall commence active implementation of the Project which date shall be not more than six (6) months next following Redeveloper's receipt of the last Governmental Approval necessary to commence active implementation of the Project. Upon City's written approval of the Project Implementation Schedule, it shall be appended as **Exhibit "E"** to this Agreement and it shall be deemed to be incorporated into, and made a part of, this Agreement.

3.3 Lease of Property. The Property that comprises the Redevelopment Area is wholly owned in fee simply by the City. The City has no intention of relinquishing title to the Property. Therefore, in order for Redeveloper to implement and effectuate the Project, the City will lease the Property to Redeveloper pursuant to a Lease that, upon execution by the Parties, shall be annexed to this Agreement as **Exhibit "F."** The Lease will include provisions that:

- (a) Grants Redeveloper the right to enter upon the Property for the purpose of implementing the Project which consists of a land reclamation project.
- (b) Provides details with respect to the manner in which the Project will be implemented over the term of the Lease.
- (c) Provides a term of not less than ___ years with a renewal option.
- (d) Provides for the payment of rent in an amount that is based on the volume of clean fill or clean dredge fill that is deposited within the Property by Redeveloper and further provides for payment of a minimum base rent that is not based upon the volume of clean fill or clean dredge fill that is deposited within the Property by the Redeveloper.
- (e) Requires payment of a security deposit to the City for Redeveloper's faithful performance of the covenants and conditions of the Lease.

(f) Requires Redeveloper to obtain all necessary Governmental Approvals that may be required to implement the Project including, but not limited to, Governmental Approvals from the following Governmental Bodies: Port Republic Planning Board; New Jersey Department of Environmental Protection; Atlantic County Planning Board; and the Cape Atlantic Soil Conservation District.

(g) Requires Redeveloper to obtain and keep in full force and effect policies of insurance covering various risks in stated amounts naming the City as an additional insured.

(h) Provides remedies in the event of a default by either Party.

3.4 **Project Compliance.** The Project shall comply with the bulk requirements set forth in the Redevelopment Plan, or and shall be substantially similar to the Project Concept Plan which is annexed hereto and made a part hereof as **Exhibit "G"**. The Redeveloper shall notify the City if the Redeveloper seeks to make significant modifications to Exhibit G, and/or if Redeveloper intends to file any Government Application in which the Project presented therein is not substantially similar to the Project Concept Plan.

3.5 **Environmental Compliance.** To the extent applicable, Redeveloper shall obtain all necessary environmental clearances and approvals and shall satisfy all requirements of any Environmental Laws relating to the Property and any Governmental Approvals. Under no circumstances, shall the City be required to contribute any funds toward any environmental remediation of the Property.

3.6 **Substantial Completion.**

(a) "Substantial Completion" is defined to mean Completion of the Project as evidenced by a certificate of the City in recordable form ("**Certificate of Completion**") stating that the Redeveloper has substantially Completed the Project in accordance with the final Site Plan approval. The City shall not be required to issue a Certificate of Completion for the Project until such time as Redeveloper has paid to the City all outstanding amounts owed the City. If the reason for the refusal to issue a Certificate of Completion is confined to the immediate availability of specific minor finish items, the City will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Redeveloper with the City in an amount representing the fair value of the work not yet completed. If the sole reason for the refusal to issue a Certificate of Completion is a dispute over municipal charges due from Redeveloper, the City will issue the certificate(s) in question if Redeveloper deposits the disputed amount into escrow.

(b) Notwithstanding anything in this Agreement to the contrary, if, with respect to the Project (i) any Government Body (other than the City in enforcing this Agreement) declares or effects (whether it be *de jure*, *de facto* or otherwise) any moratorium on, or other impediment to, the Project that in any way prohibits or impairs the Redeveloper in any respect from implementing the Project, or (ii) any litigation is brought seeking or challenging the Project in any regard, or (iii) any Governmental Approvals are denied, then the Redeveloper shall have the right to suspend its obligation under this Agreement for up to twelve (12) months, per occurrence

but in any event only for so long as the moratorium or impediment prohibits or impairs Redeveloper's performance hereunder.

3.7 Certificate(s) of Occupancy. Upon completion of any space or structure, either temporary or permanent, which is required in connection with the Project, which is then suitable by law for occupancy, Redeveloper shall apply to the appropriate governmental officer or Governmental Body for a temporary Certificate of Occupancy or a permanent Certificate of Occupancy, as appropriate under the circumstances, according to the appropriate Applicable Law. The Certificate of Occupancy, when issued, shall constitute evidence that Redeveloper has fully performed its obligations under Applicable Laws with respect to the construction of the space or structure for which the Certificate of Occupancy is required and issued.

3.8 Indemnification. The Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) of every kind, character and nature resulting from, or in connection with, this Agreement; provided however, that such liability, loss, claim, demand, cost or expense is not the result of gross negligence or willful misconduct of the City or its officers, employees, agents or representatives. The Redeveloper and the City shall consult with respect to any claims or litigation as to which the City demands indemnification by the Redeveloper.

In any situation in which the City is entitled to receive indemnification by the Redeveloper, the Redeveloper shall resist and defend any action or proceeding on behalf of the City. The City shall have the obligation to consent to any reasonable settlement negotiated by the Redeveloper. Notwithstanding the foregoing, the City shall not have the obligation to consent to any settlement agreement that requires to the City to pay any sum of money to any person. These obligations of the Redeveloper may be performed by an insurer of the Redeveloper to the extent coverage has been acquired. The Redeveloper shall have the right, without the consent of the City, to settle any such action on terms the Redeveloper deems appropriate, provided that the Redeveloper obtains a full release of the City and no admission of liability by the City is required. The Redeveloper reserves the right to select, at its sole discretion, counsel for any claim or litigation as to which the City requires indemnification. This indemnity shall survive the termination of this Agreement for a period of twenty-four (24) months and shall also survive for twenty-four (24) months after Substantial Completion.

3.9 Certificate of Completion.

(a) Upon submission of evidence (as reasonably required by the City) of Substantial Completion of the Project from Redeveloper to the City, the Redeveloper may request, and the City will issue, a Certificate of Completion in form and content reasonably satisfactory to counsel for the Redeveloper and in proper form for recording which shall acknowledge that the Redeveloper has completed the Project in accordance with this Agreement, the Redevelopment Plan, all Government Approvals and all other agreements referred to herein and/or annexed. Such Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the Redeveloper's obligations pursuant to this Agreement (except for those obligations that survive pursuant to Section 3.8, above).

(b) The Certificate of Completion shall also constitute a conclusive determination that the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9(a) shall be deemed to have been satisfied with respect to the Redevelopment Area.

(c) Nothing contained in the Certificate of Completion shall modify in any way any other covenants, provisions or continuing obligations of the Redeveloper under this Agreement or any other provisions of those documents which are incorporated in this Agreement, which such covenants, provisions and obligations shall remain in full force and effect and the Project shall continue until such time as all such obligations of the Redeveloper shall be satisfied and all such agreements are terminated. In the event that the City shall fail or refuse to provide such Certificate of Completion within thirty (30) days after substantial Completion of the Project, the City shall provide the Redeveloper with a Notice setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement or any other applicable agreement and what measures or acts will be necessary in the opinion of the City in order for the Redeveloper to be entitled to such Certificate of Completion.

(d) Redeveloper shall have the right to seek a comprehensive Certificate of Completion for the entire Project, even if separate Certificates of Completion have been issued for any portion of the Project.

(e) If the City fails to issue a Certificate of Completion within the time period specified herein, or to state its reasons for failing to do so, Redeveloper shall have the right to elect to commence summary proceedings against the City in a court of competent jurisdiction for specific performance.

3.10 **Payment of City Costs.** The Redeveloper has agreed to pay the following costs:

(a) All costs incurred by the City's outside professionals as retained by the City including the City's reasonably incurred out-of-pocket fees, costs and expenses related to the negotiation of the terms and conditions of this Agreement and other documents and actions related to the redevelopment of the Property within the Redevelopment Area, including but not limited to, fees for legal, accounting, engineering, planning and financial advisory services throughout the redevelopment process including planning and/or zoning board costs; and

(b) Redeveloper will maintain an escrow account in the initial amount of Fifteen Thousand (\$15,000.00) Dollars for the payment of all City costs. In the event that the escrow account is depleted to the sum of Five Thousand (\$5,000.00) Dollars or should the foregoing amount be insufficient to cover City Costs, then the City shall provide Notice to the Redeveloper whereupon Redeveloper shall replenish the escrow account with the City to the amount of Fifteen Thousand (\$15,000.00) Dollars or the amount reasonably necessary to cover the City's anticipated costs. If the City costs incurred by City exceed the amount in the escrow account, Redeveloper will pay such costs upon thirty (30) days written Notice from City that

such costs are due which Notice shall itemize all costs incurred to date and projected itemized costs.

The City shall provide Redeveloper with copies of all professional invoices paid from the Escrow Account. Should a dispute arise between the parties herein as to the amount of Escrow requested by the City, said dispute shall be adjudicated as set forth in M.L.U.L. 40:55D-53.2a.

ARTICLE 4 - CITY'S OBLIGATIONS

4.1 **Cooperation with Respect to Governmental Applications.** The City will use best efforts in cooperating with Redeveloper's efforts to make timely Governmental Applications for the Project. The foregoing shall be at no out-of-pocket expense to the City. Notwithstanding the foregoing, or any other reference in this Agreement to cooperate by the City, nothing herein shall be deemed to impose restrictions on the City in the exercise of its police powers as a public entity nor shall such reference be construed as a restriction on the City's rights, duties and obligations to enforce any agreement in favor of the City in connection with the Project.

ARTICLE 5 - COVENANTS AND RESTRICTIONS

5.1 **Nondiscrimination Covenants.** The Redeveloper, its permitted successors and assigns shall:

(a) Not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex in the use, occupancy or enjoyment of the Property nor shall the Redeveloper itself, or any Affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of vendees on the Property;

(b) Not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project, including any building or structure erected or to be erected thereon, is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, affectional preference or marital status, and Redeveloper, its permitted successors and assigns shall comply with all federal, State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, affectional preference or marital status.

5.2 **Redeveloper Covenants.** The covenants and restrictions to be imposed upon Redeveloper, its permitted successors and assigns, pursuant to this Agreement, and in accordance with N.J.S.A. 40A:12A-9, shall be the following covenants and restrictions:

(a) To develop and implement only a land reclamation project as defined in the Redevelopment Plan, as may be amended, except for deviations in accordance with any variances or exceptions therefrom that may be granted, which covenant shall run with the land;

(b) Subject to Force Majeure Events, to implement the Project in accordance with this Agreement, all applicable Government Approvals and Applicable Law;

(c) To not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex in the use, occupancy or enjoyment of the Property nor shall the Redeveloper itself, or any Affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of vendees on the Property;

(d) Redeveloper covenants that its undertakings pursuant to this Agreement shall be for the purpose of redevelopment of the Property;

(e) Redeveloper shall undertake the Project at its sole cost and expense using any public and/or private resources that may be available; provided, however, that the City shall in no way be obligated to provide such resources except as specifically provided for herein;

(f) Redeveloper shall notify the City within a reasonable period of time of any material adverse change in its financial condition that would render it impossible or impractical for Redeveloper to undertake the Project;

(g) Redeveloper shall make all payments in satisfaction of Redeveloper's financial obligations as set forth in this Agreement; and

(h) Redeveloper shall not use the Property, project improvements, or any part thereof for which a Certificate of Completion has been issued, in a manner that is inconsistent with the Government Approvals obtained for that portion of the project improvements.

5.3 Declaration of Covenants and Restrictions. The Parties shall enter into, execute and record a Declaration of Covenants and Restrictions ("**Declaration**"), setting forth, among other things, the covenants and restrictions set forth in this Article, and the terms governing development and use of the Property and Project as contemplated in the Redevelopment Plan and this Agreement. Upon request from Redeveloper, the City shall execute documentation pursuant to Section 3.9 to confirm the Completion of any portion of the Project, which documentation shall be in recordable form to amend and/or release the Declaration, as applicable.

5.4 Effect and Duration of the Covenants.

(a) It is intended and agreed that the covenants set forth in this Article 5 shall remain in effect until the date that the Project in its entirety, or the applicable portion of the Project, shall be Completed, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the City, Redeveloper, and their respective successors and assigns.

(b) Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Agreement and this Article 5 shall terminate as to any portion of the Project, upon Completion thereof, except for the indemnification provision set forth herein.

(c) After Completion of the Project (or portion thereof), the Completed Project (or portion thereof) shall cease to be governed by this Article 5, except for the indemnification provision set forth herein.

ARTICLE 6 - PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

6.1 **Prohibition against Speculative Development.** Because of the importance of the redevelopment of the Redevelopment Area to the general welfare of the City, Redeveloper represents and agrees that the Redevelopment Area and Redeveloper's undertakings pursuant to this Agreement are, and will be used, for the purpose of the redevelopment of the Property as provided herein and not for speculation.

6.2 **Prohibition against Transfers.** Redeveloper recognizes that the City regards both the Project and the qualifications and identity of the Redeveloper and its principals as being of great importance to the general welfare of the City. The ownership structure of the Redeveloper is set forth on **Exhibit "H"**. Accordingly, except for Permitted Transfers, as set forth in Section 6.3, prior to the issuance of a final Certificate of Completion for the Project or any part thereof, Redeveloper shall not, without the prior written consent of the City: (a) transfer the ownership or control of Redeveloper; or (b) assign or attempt to assign this Agreement or any rights herein (collectively a "**Transfer**").

6.3 **Permitted Transfers.** The Redeveloper may affect the following Transfers, to which the City hereby consents upon receipt of notice thereof, without the necessity of further action by the City (the "**Permitted Transfers**"): (a) utility easements; (b) a successor entity in which the principal Member of Redeveloper also is and at all times remains the principal Member of the successor entity.

6.4 **Notice of Proposed Transfers.** With respect to any proposed Transfer (except for Permitted Transfers, as described in Section 6.3), Redeveloper shall provide to the City written Notice at least thirty (30) days prior to any such proposed Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee party and any parties, individuals and/or entities comprising the transferee party.

6.5 **Transfers of Interests in Which Control is Transferred.** With the express prior written consent of the City, which consent, in the sole and absolute discretion of the City may be withheld, conditioned or delayed, Redeveloper may effect a Transfer of title to all or a portion of the Project to a transferee that has the qualifications and financial responsibility necessary and adequate, as may be determined by City, to fulfill the obligations to be undertaken in this Agreement by Redeveloper. As part of the City's consideration of any Transfer pursuant to this Section, the proposed transferee must provide the following information and satisfy any other conditions as reasonably determined by the City:

(a) Evidence that the proposed transferee possesses the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement with respect to the Project by Redeveloper and other obligations pursuant to Governmental Approvals, or any part of such obligations that may pertain to the transferred interest or the

transferred portion of the Project, as determined from evidence of experience on comparable projects and letters of recommendation from reputable parties for whom the prospective transferee has undertaken a comparable development, stating that the proposed transferee or assignee possesses the competence and integrity to undertake the Project or part thereof.

(b) Written documentation by the proposed transferee, in form and content satisfactory to the City, for itself and its successors and assigns, and for the benefit of the City, by which the proposed transferee (i) expressly assumes all of the obligations of Redeveloper under this Agreement applicable to the property interest conveyed with such sale, assignment or Transfer and (ii) agrees to be subject to all the conditions and restrictions to which Redeveloper is subject under this Agreement, including restrictions regarding the right to subsequent Transfers.

6.6 **Transfers Void.** Any Transfer of Redeveloper's interest in violation of this Article 6 is an Event of Default of Redeveloper and shall be null and void *ab initio*. The City shall notify Redeveloper of such default and provide thirty (30) days in which the Redeveloper shall have an opportunity to cure such default. In the absence of Permitted Transfers or specific written consent by the City, no such sale, Transfer, conveyance or assignment of the Project, or any part thereof, shall be deemed to relieve Redeveloper from any obligations under this Agreement.

ARTICLE 7 - DEFAULT & CURE; REMEDIES; ALTERNATIVE DISPUTE RESOLUTION; NO-WAIVER BY DELAY

7.1 **Events of Default.** Occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder, unless such event results from the occurrence of a Force Majeure Event:

(a) The Redeveloper fails to observe and perform any obligation, covenant, condition or other provision in this Agreement in any material respect, and such failure continues for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that such failure be remedied (the "**Default Notice**") is transmitted by the City to the Redeveloper. If, however, the breach of any such covenant, condition or agreement is one that cannot be completely remedied within thirty (30) days after such Default Notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to remedy the same and the default is fully remedied not later than one hundred twenty (120) days after transmittal of the Default Notice. If the Redeveloper is unable to cure the default within the one hundred twenty (120) days after the transmittal of the Default Notice, but has commenced to cure such default and diligently proceeds to prosecute such cure to completion, the City will not unreasonably withhold its approval of the Redeveloper's request for a further extension.

(b) The Redeveloper experiences financial reversals such that any of the following events occurs:

(1) The Redeveloper applies for or consents to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets;

(2) The Redeveloper (i) makes a general assignment for the benefit of creditors, or (ii) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or takes advantage of any insolvency law;

(3) The Redeveloper files an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding;

(4) A petition in bankruptcy is filed against the Redeveloper and is not dismissed for a period of sixty (60) consecutive days;

(5) An Order for Relief is entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code;

(6) An order, judgment or decree is entered, with or without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days; or

(7) The Redeveloper suspends the transaction of its usual business.

(c) The Redeveloper or its successor in interest fails to pay any real estate taxes on the land or assessments on the Property and/or Project or any part thereof or any payments in lieu thereof when due unless same was done in error or protest.

(d) The Redeveloper implements a Transfer in violation of this Agreement.

(e) The City's material breach of any warranty or representation made by the City and continuance thereof for a period of forty-five (45) days after notice from the Redeveloper 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 the City is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than one hundred twenty days (120) from the Default Notice. If the City is unable to cure the default within the one hundred twenty (120) days after the mailing of the Default Notice, but has commenced to cure such default and diligently proceeds to prosecute such cure to completion, the Redeveloper will not unreasonably withhold its approval of the City's request for a further extension.

7.2 Alternative Dispute Resolution & Litigation of Disputes. Except as otherwise provided in this Agreement, any dispute arising between the Parties under the terms of this Agreement (including any assertion that a Default has occurred) shall be resolved in accordance with the provisions of The New Jersey Alternative Procedure of Dispute Resolution Act, N.J.S.A. 2A:23A-1 et. seq., for contract actions. In accordance with the provisions of N.J.S.A. 2A:23A-9, the alternative dispute resolution proceedings shall be conducted by a single umpire. That umpire shall be a retired judge of the Superior Court of New Jersey or an attorney-at-law of the State of New Jersey. Upon conclusion of the alternative dispute resolution procedure, either

Party may commence a summary proceeding in the Superior Court of New Jersey, Atlantic County, pursuant to the provisions of N.J.S.A. 2A:23A-13 to vacate, modify or correct the results of the alternative dispute resolution proceedings. Unless ordered by the Superior Court of New Jersey or otherwise agreed to in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any such suit. Nothing in this paragraph or otherwise in this Agreement shall be interpreted as meaning or implying that a Party seeking to enforce this Agreement in the Superior Court of New Jersey has the right to be granted pendente lite relief of any sort whatsoever, such decision on the issue of pendente lite relief being within the absolute discretion of the Superior Court of New Jersey.

7.3 **No Waiver by Delay**. The failure of either Party to avail itself of any remedy provided for in this Agreement, or any delay in seeking such remedy, shall not be deemed a waiver of the rights to be enforced thereby or of any right of enforcement that may accrue in the future.

ARTICLE 8 - FORCE MAJEURE

8.1 **Force Majeure Events**. Performance by either Party hereunder shall not be deemed to be in default where delays or failure to perform are the result of any of the following acts, events or conditions or any combination thereof (“**Force Majeure Events**”) that (i) have had or may reasonably be expected to have a direct, material, adverse effect on the rights or obligations of the Parties to this Agreement and (ii) are beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. Force Majeure Events include, but shall not necessarily be limited to:

(a) An act of God, lightning, blizzards, earthquake, acts of a public enemy, war, terrorism, blockade, freight embargoes, epidemics, pandemics, insurrection, economic emergency, riot or civil disturbance, sabotage or similar occurrence; but not including reasonably anticipated weather conditions for the geographic area of the Project other than those set forth above (such events being required to physically affect a Party’s ability to fulfill its obligations hereunder); the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure Event;

(b) A fire, explosion, flood, or similar occurrence not created by an act or omission of the Party relying thereon;

(c) The order, judgment, action and/or determination of any federal, State or local court, administrative agency or Governmental Body with jurisdiction within the City, excepting decisions interpreting federal, State and local tax laws generally applicable to all business taxpayers, adversely affecting the implementation of the Project; provided, however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the Party relying thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such Party;

(d) The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any Governmental Approval which is required for the Project (as evidenced by written notices from the Governmental Body having jurisdiction over such matter), or a third-party challenge to any Governmental Approval, but (i) any such suspension, termination, interruption, denial or failure of renewal or issuance, or any third-party appeal of an approval shall not be the result of the action or inaction of the Party relying thereon and (ii) neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such Party; or

(e) Strikes or similar labor action by equipment manufacturers, suppliers of material and/or transporters of same.

ARTICLE 9 - REPRESENTATIONS AND WARRANTIES

9.1 **Redeveloper's Representations.** Redeveloper represents and warrants the following to the City for the purpose of inducing the City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

(a) Redeveloper is a company organized under the laws of the State of New Jersey, is in good standing under the laws of the State of New Jersey 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 Agreement.

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

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

(d) The Redeveloper has not been declared ineligible from doing business with any state or the federal government.

(e) There is no pending, or to the best of Redeveloper's knowledge, threatened, litigation which would prevent Redeveloper from performing its duties and obligations hereunder or have a material adverse effect on its financial condition.

(f) No receiver, liquidator, custodian or trustee of Redeveloper has been appointed as of the Effective Date, and no petition to organize Redeveloper pursuant to the United States

Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed as of the Effective Date of this Agreement.

(g) No adjudication of bankruptcy of 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 Redeveloper has been filed.

(h) All materials and documentation submitted by Redeveloper and its agents to the City and its agents, at the time of such submission, and as of the Effective Date of this Agreement unless subsequently modified, were materially accurate, and Redeveloper shall continue to inform the City of any material and adverse changes in the documentation submitted. Redeveloper acknowledges that the facts and representations contained in the submitted information are a material factor in the City's decision to enter into this Agreement.

(i) Redeveloper is capable of developing, designing, financing and implementing the Project.

9.2 Delivery of Documents by Redeveloper. Simultaneously with the execution of this Agreement, Redeveloper shall deliver to the City certified copies of the Redeveloper's Certificate of Incorporation (or Certificate of Formation) and Certificate of Good Standing. The City hereby acknowledges the receipt of these documents.

9.3 City's Representations. The City represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

(a) The City is a municipal entity of the State of New Jersey authorized to exercise certain powers pursuant to the Redevelopment Law. The City, through its City Council, has reserved to itself the power to act as the redevelopment entity pursuant to the Redevelopment Law.

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

(c) This Agreement is duly executed by the City and is valid and legally binding upon the City 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 City is a party.

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

(e) Any prior designations of developer, redeveloper or likewise are of no further force and effect and no other person or entity, other than Redeveloper, has any development or redevelopment rights to the Property.

ARTICLE 10 - NOTICE

10.1 Delivery of notice under this Agreement by email alone shall not constitute an acceptable method of delivery of notices under this Agreement and no notice may be validly served by email alone. A notice, demand or other communication under this Agreement by any Party to the other shall be sufficiently given or delivered if: (i) sent by United States Registered or Certified Mail, postage prepaid and return receipt requested; or (ii) delivered by a nationally recognized overnight courier; or (iii) delivered personally to the other Party at its 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 Article 10.

If to City:

Brandy Blevin, RMC, CMR
City of Port Republic
143 main Street
Port Republic, NJ 08241
Phone: (609) 652-1501
Email: brandy@portrepublicnj.org or current email of the City Clerk

With a Copy to:

William J Kaufmann, Esquire
c/o Nehmad Davis & Goldstein, PC
4030 Ocean Heights Avenue
Egg Harbor Township, NJ 08234
Phone: (609) 927-1177
Email: wkaufmann@ndglegal.com

If to Redeveloper:

With a Copy to:

ARTICLE 11 – MISCELLANEOUS

11.1 **Title of Articles and Sections.** The titles of the several Articles of this Agreement, as set forth at the heads of said Articles, and titles of Sections as set forth at the head of each Section, are inserted for convenience of reference only and shall be disregarded in construing or interpreting this Agreement.

11.2 **Severability.** The validity of any Article, Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles, clauses or provisions hereof. If any term or provision of this Agreement, or any application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, except to the extent that may frustrate the entire purpose of this Agreement.

11.3 **Successors Bound.** All agreements and covenants required under this Agreement shall be binding on Redeveloper itself, each owner and successor in interest, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall have possession or occupancy of the Property or any part thereof. Additionally, this Agreement shall be binding upon the City's successors in interest.

11.4 **Waiver.** No waiver by a Party of any breach of this Agreement or of any representation hereunder by the other Party shall be deemed to be a waiver of any other breach by the other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other Party whether or not the first Party knows of such breach at the time it accepts such performance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default. Any remedy, without regard to whether that remedy be legal, equitable or otherwise, that either Party may have by reason of a breach of any provision of this Agreement by the other Party at all times shall be preserved and may not be waived.

11.5 **Cooperation and Compliance.** The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy terms and conditions of this Agreement. The reasonable cost of any such action shall be borne by the Redeveloper.

11.6 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New Jersey. Any litigation arising under this Agreement shall be conducted in the Superior Court of New Jersey, Atlantic County. No litigation, however, shall be instituted

by either Party until there has been compliance with the alternative dispute resolution provisions of Article 7.

11.7 **Counterparts.** This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

11.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the subject matter and supersedes all prior oral and written agreements between the Parties, except as otherwise provided herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates indicated below the latest of which shall constitute the Effective Date of this Agreement.

CITY:

ATTEST:

THE CITY OF PORT REPUBLIC

Brandy Blevin, RMC, CMR
City Clerk

By: _____
Monica Giberson, Mayor

Date: _____

REDEVELOPER:

ATTEST:

Name:
Title:

By: _____
Name:
Title:

Date: _____

EXHIBIT A

RESOLUTION 50-2023

CITY OF PORT REPUBLIC
ATLANTIC COUNTY, NEW JERSEY

RESOLUTION #50-2023

DESIGNATING BLOCK 24, LOT 34 (400 ENGLISH CREEK AVENUE) AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT UNDER THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et. seq.

WHEREAS, by Resolution 82-2022, adopted November 15, 2022, City Council directed the Planning Board to conduct a preliminary investigation of certain City-owned property, designated as Block 24, Lot 34 on the current tax map, commonly known as 400 English Creek Avenue (the "Property"), to determine whether the Property satisfies the criteria as an "area in need of redevelopment" under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et. seq.*; and

WHEREAS, the Planning Board, with the assistance of Rutala Associates, undertook the preliminary investigation and conducted a public hearing on January 10, 2023 during which the Board considered the testimony of James Rutala of Rutala Associates and considered his narrative report as well; and

WHEREAS, by Resolution dated February 13, 2023, the Planning Board has recommended that the Property satisfies the statutory criteria for designation as an area in need of redevelopment; and

WHEREAS, the Mayor and Council have reviewed the recommendation of the Planning Board as well as the narrative report prepared by Rutala Associates and agrees with the Board's recommendation that the Property be designated as an area in need of redevelopment; and

WHEREAS, as authorized by N.J.S.A. 40A:12A:6b(5)(b), City Council, by this Resolution, intends upon determining that the Property is an area in need of redevelopment and designating it as such;

NOW, THEREFORE, BE IT RESOLVED, by the Members of Council in the City of Port Republic, in the County of Atlantic and State of New Jersey as follows:

- 1) All of the statements of the preamble are repeated and are incorporated herein by this reference thereto as though the same were set forth at length.
- 2) The City-owned Property that is shown on the tax map as Block 24, Lot 34, commonly known as 400 English Creek Avenue, is designated as a Non-Condemnation Redevelopment Area under the Local Redevelopment and Housing Law.
- 3) The City Planner, in consultation with the Mayor and Council, is authorized to prepare a Redevelopment Plan for further consideration by Mayor and Council.
- 4) As required by N.J.S.A. 40A:12A-6b(5)(c), the City Clerk is directed to submit a certified copy of this Resolution to the Commissioner of the Department of Community Affairs for review.

Council Member	Offered	Seconded	Yes	No	Abstain	Absent
Allgeyer			✓			
Bugdon			✓			
Giberson			✓			
Nass		✓	✓			
Hawn			✓			
Riegel	✓		✓			
Turner			✓			

Adopted: February 14, 2023

APPROVED: Monica Giberson
 Monica Giberson, Mayor

I, Kimberly A. Campellone, RMC, CMR, City Clerk of the City of Port Republic, in the County of Atlantic, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the City Council of the City of Port Republic at a meeting duly held on February 14, 2023

Dated: 2/14/2023

Kimberly A. Campellone
 Kimberly A. Campellone, RMC, CMR, City Clerk

EXHIBIT B
ORDINANCE 04-2024

**CITY OF PORT REPUBLIC
ATLANTIC COUNTY, NEW JERSEY**

ORDINANCE # 04-2024

ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 24, LOT 34 (400 ENGLISH CREEK AVENUE)

WHEREAS, the City of Port Republic, a public body corporate and politic of the State of New Jersey, is authorized under the Local Redevelopment and Housing Law ("LRHL"), N.J.S.A. 40A:12A-1, *et seq.*, to determine whether a certain parcel of land within the City qualifies as an area in need of rehabilitation or as an area in need of redevelopment; and

WHEREAS, by Resolution 82-2022, adopted November 15, 2022, City Council directed the Planning Board to conduct a preliminary investigation of certain City-owned property, designated as Block 24, Lot 34 on the current tax map, commonly known as 400 English Creek Avenue (the "Property"), to determine whether the Property satisfies the criteria as an "area in need of redevelopment" under the LRHL and

WHEREAS, the Planning Board, with the assistance of Rutala Associates, undertook the preliminary investigation and conducted a public hearing on January 10, 2023, during which the Board considered the testimony of James Rutala of Rutala Associates and considered his narrative report as well; and

WHEREAS, by Resolution dated February 13, 2023, the Planning Board recommended that the Property satisfied the statutory criteria for designation as an area in need of redevelopment; and

WHEREAS, the Mayor and Council reviewed the recommendation of the Planning Board as well as the narrative report prepared by Rutala Associates and agreed with the Board's recommendation that the Property be designated as an area in need of redevelopment; and

WHEREAS, as authorized by N.J.S.A. 40A:12A:6b(5)(b), City Council, by Resolution 50-23, adopted on February 14, 2023, designated the property shown on the current Tax Map as Block 24, Lot 34 (400 English Creek Avenue) as a non-condemnation area in need of redevelopment under the LRHL; and

WHEREAS, the LRHL, at N.J.S.A. 40A:12A-7, provides that upon a finding that a specifically delineated area qualifies as an area in need of rehabilitation or as an area in need of redevelopment, or both, no redevelopment project for that area shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the governing body; and

WHEREAS, by Resolution 50-23, City Council authorized the City Planner, in consultation with Mayor and Council, to develop a redevelopment plan for the Property for further consideration by the Mayor and Council; and

WHEREAS, the City Planner has prepared a redevelopment plan for the Property entitled "Redevelopment Plan for 400 English Creek Avenue Port Republic, New Jersey," dated July 2023, which this body has reviewed and is satisfied should be adopted as the Redevelopment Plan for the Property; and

WHEREAS, upon introduction of this Ordinance, a copy of the Redevelopment Plan was transmitted to the Planning Board as required by the provisions of N.J.S.A. 40A:12A-7e and this Council has considered the report, if any, of the Planning Board that was generated by the Board and transmitted by the Board to this Council;

Adoption / 2nd Reading

**CITY OF PORT REPUBLIC
ATLANTIC COUNTY, NEW JERSEY**

ORDINANCE # 04-2024

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Port Republic, in the County of Atlantic and State of New Jersey as follows:

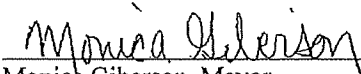
Section One. The Redevelopment Plan entitled "Redevelopment Plan for 400 English Creek Avenue Port Republic, New Jersey," prepared by Rutala Associates, dated July 2023, annexed hereto as **Exhibit "A,"** is adopted as the Redevelopment Plan for Block 24, Lot 34 (400 English Creek Avenue) in accordance with the provisions of N.J.S.A. 40A:12A-1, *et. seq.*

Section Two. If any portion of this Ordinance is determined to be invalid by a court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

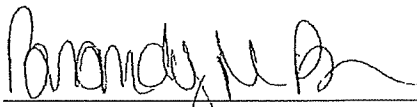
Section Three. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

Section Four. This Ordinance shall take effect immediately upon final passage and publication as provided by law.

Date: June 11, 2024



Monica Giberson, Mayor

Attest: 

Brandy M. Blevin, RMC
Municipal Clerk

Introduced: 4/9/2024
Advertised: 4/23/2024
Referred to Planning Board: 4/11/2024
Hearing/Final: 6/11/2024
Advertised:

Councilmember	Offered	Seconded	Yes	No	Abstain	Absent
Allgeyer			✓			
Bugdon						✓
Giberson						✓
Hawn			✓			
Riegel	✓		✓			
Ropiecki			✓			
Turner		✓	✓			

EXHIBIT C

ORDINANCE 05-2024

**CITY OF PORT REPUBLIC
ATLANTIC COUNTY, NEW JERSEY**

ORDINANCE # 05-2024

**AMENDING ORDINANCE #04-2024 TO CORRECT
TYPOGRAPHICAL ERRORS**

WHEREAS, By Ordinance 04-2024 City Council adopted a Redevelopment Plan for Block 24, Lot 34 (400 English Creek Avenue) pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et. seq.*; and

WHEREAS, Section One of Ordinance 04-2024 incorrectly identified the address of the area in need of redevelopment date as being located at 400 English Creek “Avenue” and incorrectly identified the date of the Redevelopment Plan as “July 2023;” and

WHEREAS, the correct address date of the area in need of redevelopment is 400 English Creek Road and the correct date of the Redevelopment Plan, a copy of which is annexed as **Exhibit A**, is “April 2023, Revised June 2024;” and

WHEREAS, the purpose of this Ordinance is correct the typographical errors in Section One of Ordinance 04-2024;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Port Republic, in the County of Atlantic and State of New Jersey as follows:

Section One. Section One of Ordinance 04-2024 is amended to read as follows:

The Redevelopment Plan entitled “Redevelopment Plan for 400 English Creek Road, Port Republic, New Jersey,” prepared by Rutala Associates, dated April 2023, Revised June 2024, annexed hereto as **Exhibit “A,”** is adopted as the Redevelopment Plan for Block 24, Lot 34 (400 English Creek Road) in accordance with the provisions of N.J.S.A. 40A:12A-1, *et. seq.*

Section Two. If any portion of this Ordinance is determined to be invalid by a court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

Introduction / 1st Reading

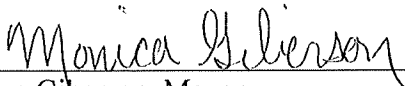
**CITY OF PORT REPUBLIC
ATLANTIC COUNTY, NEW JERSEY**

ORDINANCE # 05-2024

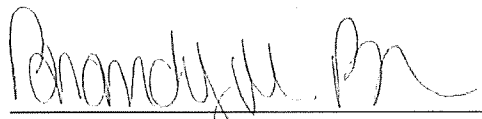
Section Three. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

Section Four. This Ordinance shall take effect immediately upon final passage and publication as provided by law.

Date: August 13, 2024



Monica Giberson, Mayor

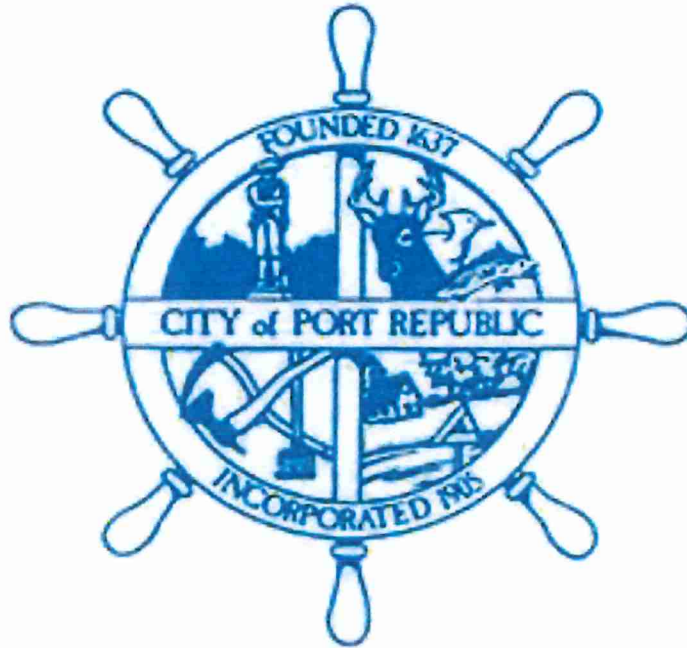
Attest: 

Brandy M. Blevin, RMC
Municipal Clerk

Introduced: 8/13/2024
Advertised:
Referred to Planning Board:
Hearing/Final:
Advertised:

Councilmember	Offered	Seconded	Yes	No	Abstain	Absent
Allgeyer						✓
Bugdon		✓	✓			
Giberson			✓			
Hawn			✓			
Riegel			✓			
Ropiecki			✓			
Turner	✓		✓			

EXHIBIT D
REDEVELOPMENT PLAN



Redevelopment Plan For 400 English Creek Road

Port Republic, New Jersey

**Prepared by
Rutala Associates**

**April 2023
Revised June 2024**

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I. Introduction

The Project Area covered by this Redevelopment Plan is a single 27.55 acre lot located at 400 English Creek Road (Block 24, Lot 34) in the City of the Port Republic. It has been designated as an 'area in need of redevelopment' by the Port Republic City Council after a Preliminary Investigation Report prepared by the Planning Board in accordance with the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) ("LRHL"). The lot has been owned by the City of Port Republic for 28 years since a tax lien foreclosure in September 1994.

This Plan anticipates the development of a solar array with the immediate intention of providing a community solar project.¹ This Plan further recognizes that due to the existing condition of Block 24, Lot 34 the immediate development of a solar array may not be practical. Therefore, this Plan also anticipates a land reclamation project as a feasible alternative redevelopment project. City Council expects that the adoption of this Redevelopment Plan will result in reutilization of a lot with limited development possibilities as well as promotion of the use of renewable energy for the benefit of residents. This is in accordance with Atlantic County's Master Plan Sustainability Element goal to "promote energy efficiency, alternative energy and micro-gridding to reduce the County's fossil fuel consumption, save money in the long run, and enhance resiliency in the face of grid disruptions." With that primary consideration, the City also maintains that, due to the lot's lack of previous development potential, it will remain receptive to other development ideas that would similarly benefit its residents and the same sustainability standards. As noted, such alternate development may include a land reclamation project.

II. Designation of Area and Plan Development

The City of the Port Republic, pursuant to N.J.S.A. 40A:12A-7, has prepared this Redevelopment Plan to support the redevelopment of the Project Area and provide benefits to its citizens. The City approved the conclusions of the Preliminary Investigation on January 9, 2023, and the Commissioner of the Department of Community Affairs approved the designation by letter of March 22, 2023.

This Redevelopment Plan will lay out the nature and type of development that the City envisions for this Redevelopment Area. The Preliminary Investigation concluded in its Report that the area is not likely to be developed without publicly initiated redevelopment due to its location, remoteness, and lack of means of access to developed sections of the City.

¹ The Community Solar Energy Pilot Program enables utility customers to participate in a solar energy project that is remotely located from their property. Electric utility customers who have previously been unable to go solar, due to a variety of factors including cost, unsuitable roof, or lack of roof control, can now access this renewable energy. It enables low- & moderate- income households and the environmental justice community greater access to clean energy and savings on their electricity bills.

A solar array at this location would be a constructive and economically positive endeavor for a developer and for City residents.

III. Statutory Requirements of Redevelopment Plan

A redevelopment plan must be prepared and adopted by ordinance prior to undertaking any redevelopment project in all or a portion of an area in need of redevelopment or rehabilitation. This process, which is consistent with applicable state statutes, was followed by Port Republic in the preparation of this Redevelopment Plan.

Pursuant to the LRHL, a redevelopment plan shall include an outline for the planning, development, rehabilitation or redevelopment of the 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. An identification of any property within the Project Area which is proposed to be acquired in accordance with the Redevelopment Plan.
4. 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;
 - the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act” PL 1985, C398 (C52:18A-196 et al.); and
 - the local ordinances and Master Plan.
5. A housing inventory of all affordable housing units to be removed as a result of implementation of the plan.
6. 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.
7. A plan for replacement of any affordable housing removed pursuant to the Redevelopment Plan.

IV. Description of Project Area

The Project Area consists of one lot (400 English Creek Road (Block 24, Lot 34)) in the far southwest corner of the City of Port Republic as shown in Figure 1. The lot is situated just east of the Garden State Parkway and is bordered by Pomona Road and the Galloway municipal boundary to the south and west, vacant land to the north, and English Creek Avenue to the east. The lot is owned by the City of Port Republic due to foreclosure by the city on September 24th, 1994. The lot is 27.55 acres. Between July 2013 and September 2021 the City leased the lot to Ole Hansen & Sons, Inc. for the stated purpose of gravel mining. Subsequent to the conclusion of the lease with Ole Hansen & Sons, Inc., the Project Area has remained idle in its excavated, re-seeded state.

The municipal zoning for the Project Area is: Agricultural-Residential. Pursuant to §160-49 of the Code of the City of Port Republic, uses under this zoning are:

- Principal Uses
 - Single family detached
 - Parks, playgrounds and other publicly operated recreational uses or structures, subject to Planning Board site plan design review.
 - Customary and conventional farming operations.
 - Public buildings of a governmental or cultural nature, subject to Planning Board site plan design review.
 - Public or private schools and institutions of higher learning, subject to Planning Board site plan design review.
 - Golf courses, but not less than a nine-hole regulation course containing not less than 3,000 yards.
- Conditional Uses
 - Places of worship, subject to design considerations set forth in Article XII.
 - Public utilities substations with exterior architectural design in keeping with other structures in the neighborhood and subject to other design considerations set forth in Article XII.
- Accessory Uses
 - Customary farm buildings for the storage of products or equipment or for the processing of farm products which are located on the same parcel as principal use.
 - Temporary roadside stands in connection with a farm operation for the purpose of display and sale of farm products during the season.

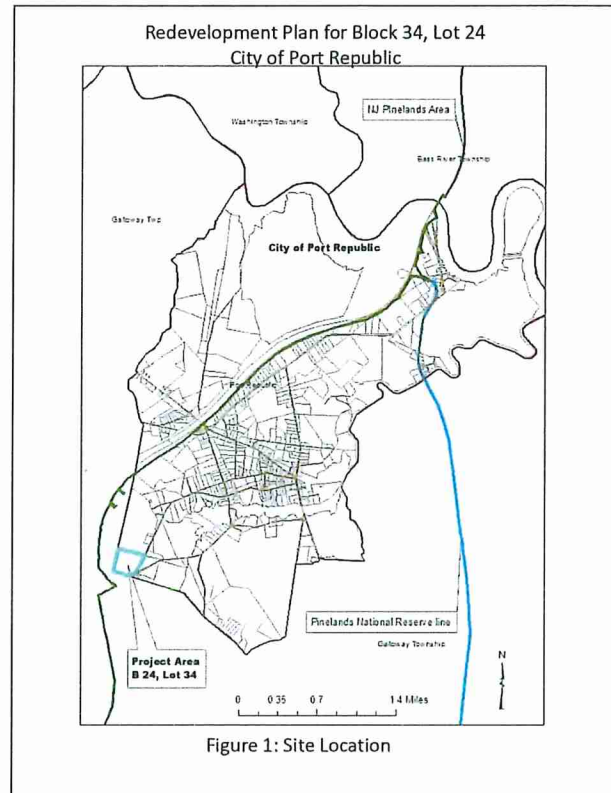


Figure 1: Site Location

The area and bulk requirements for the Agricultural-Residential zoning district are:

- Lot size: five acres minimum.
- Lot width: 200 feet minimum.
- Lot coverage: 20% maximum.
- Lot depth: 200 feet minimum.
- Height.

- Principal building: 2 1/2 stories/35 feet maximum from grade.
- Accessory building: two stories/30 feet maximum from grade.
- Front yard setback: 50 feet minimum. In the case of corner lots, all yards fronting a street will be considered front yards.
- Side yard setbacks: 20 feet minimum each side.
- Rear yard setback: 20 feet minimum.
- Dwelling unit size: 1,000 square feet of floor area minimum for a one-story dwelling; 1,200 square feet of floor area minimum for a two-story dwelling, with a minimum of 800 square feet on first floor, excluding garages and porches.

The current state of the Project Area is partially wooded with mine restoration re-seeding as shown in Figure 2.



Figure 2: Redevelopment Site

The surrounding area demonstrates the parcel's remote location both spatially and in regard to surrounding uses.

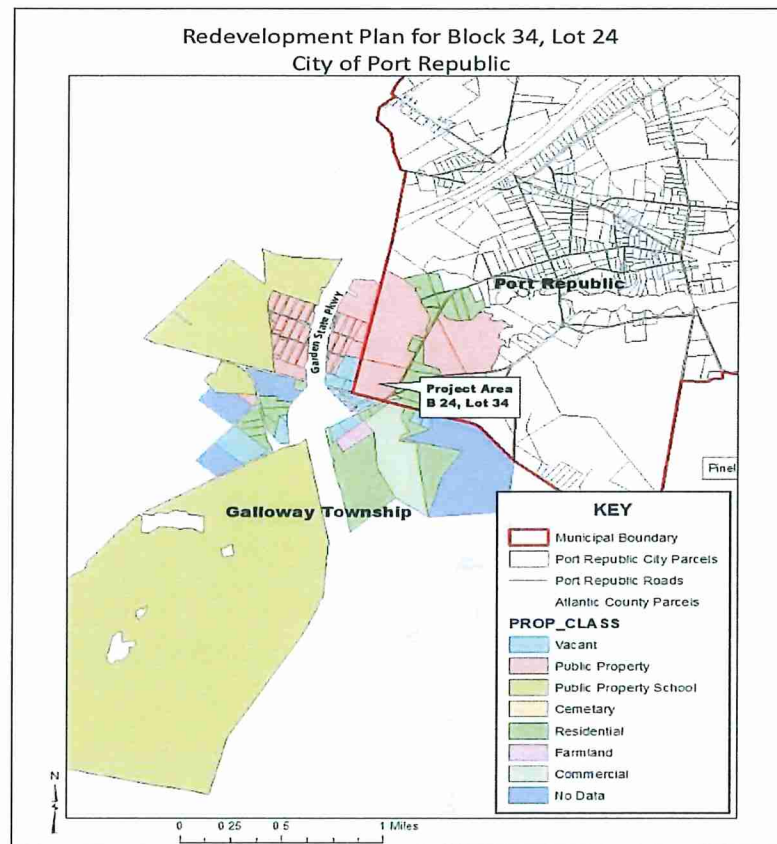


Figure 3: Surrounding Parcels Land Use

V. Statement of Goals and Objectives

Port Republic seeks to utilize this City-owned property in a manner that will fulfill New Jersey's energy goal to "...provide for the encouragement and promotion of the efficient use of natural resources and the installation and usage of renewable energy system." Furthermore, the possibility of instituting a community solar program as established by the State pilot program will benefit the City's residents.

To achieve this, the following goals and objectives have been established:

- The primary goal of this Redevelopment Plan is to utilize the vacant lot in a manner that maximizes its economic potential for residents;
- Gives priority to environmentally-friendly and sustainable initiatives;
- Offers incentives to residents and gives them the capability to have access to clean energy;
- Expands opportunities for involvement in the clean energy economy.

The City will remain open to proposals that equal or approach this utilization in terms of benefits to the City. Such proposals need not be confined to installation and usage of

renewable energy systems and the City will remain open to other proposals including, but not necessarily limited to, land reclamation proposals.

VI. Proposed Land Uses and Building Requirements

The existing use, bulk, design and performance standards, and all other standards, as currently set forth in Port Republic's Land Use Ordinance, and as adopted in the future, shall apply to the Project Area with the zoning overlay as set forth below.

Additional Permitted Use will be:

Principal Solar Energy Production Facility, defined as:

“an area of land or other area used for a solar collection system principally used to capture solar energy, convert it to electrical energy or thermal power and supply electrical or thermal power primarily for off-site use. Principal solar energy systems consist of one or more free-standing ground mounted solar collector devices, solar related equipment and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures.”

Land Reclamation Project defined as: “a project by which a previously excavated or mined parcel of land is reclaimed to its pre-excitation or pre-mined state by means of placing clean fill, or clean dredge fill, upon the subject parcel in accordance with standards established by any governmental entity having jurisdiction over the subject parcel of land.”

Area and Bulk Standards for the Solar Energy Production Facility overlay use are:

- Minimum lot area shall be 25 acres
- Setback to all roads shall be 100'
- All other setbacks shall be 75'
- A vegetated buffer of 75' on English Creek Road shall be maintained.
- Any substations/inverters installed shall be setback a minimum of 25' from any property line.
- Fencing shall be installed around the entire array with locked entrance gates equipped with Knox Boxes.
- The system shall be installed in compliance with the NEC 2017 Articles 690 and 691, as updated.
- The extent of tree removal necessary for the installation shall be shown on the site plan to be submitted to the Planning Board
- The operator shall provide a phone number and identify a person responsible within the City of Port Republic to contact with inquiries and complaints throughout the life of the project.

- The project shall submit a stormwater runoff analysis and meet all pertinent standards for stormwater control.
- The solar facility shall be accessible to typical emergency service apparatus, including fire equipment and ambulances. An emergency response plan should be developed and include:
 - Material safety data sheets of all components of the system that contain hazardous or flammable materials.
 - identification of potential emergencies,
 - a map/diagram of the system,
 - procedures to follow in the case of various emergencies.
- A Decommissioning Plan (based on end of lease and/or abandonment to be defined as “the cessation of the current use of the land for 6 continuous months by the operator with no intention of resuming or transferring the operation of the facility to another who will continue the use”) shall be submitted to the Port Republic City and to the Planning Board and shall include:
 - Provisions for the City to notify the Operator of abandonment and allow 60 days for the resumption of energy generation to at least 75% of its capacities prior to declaring it abandoned.
 - Provisions for the removal of all components of the facility/system from the site and the full restoration of the site to its predevelopment condition insofar as is feasible; and the safe disposal of all components of the facility/system, including the recycling of all recoverable materials, consistent with prevailing best practices relating to the disposal and recycling of photovoltaic waste at the time of decommissioning.
 - Requirement for a demolition permit within 60 days of notice of abandonment by the City. At the time of issuance of the demolition permit, the operator shall provide financial security in the form and amount acceptable to the City of Port Republic to secure the expense of complete dismantling and removing all equipment of the facility and the restoration of the land to its original condition.
 - Measures to provide for the protection of public health and safety and for protection of the environment and natural resources during both the removal and site restoration stages, as well as the schedule for the completion of all site restoration work in accordance with the decommissioning plan.

Area and bulk standards for a Land Reclamation Project overlay use are those that are set forth for principal permitted uses in the Agricultural-Residential District, as set forth in §160-49 of the Code of the City of Port Republic. Additionally, the Resource Extraction Restoration Standards that are set forth in §160-143D(1) – (10) of the Code of the City of Port Republic shall be applicable to all Land Reclamation Projects.

VII. Housing and Relocation

The Project Area has no residential units presently and the proposed redevelopment use as a solar facility does not include any residential component. Therefore, a relocation plan and provisions for affordable housing are not included in this Redevelopment Plan.

VIII. Property Acquisition

The entire Project Area is owned by the City. The City of Port Republic intends to lease the land to the approved redeveloper.

IX. Relationship of this Redevelopment Plan to Other Plans

A. Atlantic County Master Plan

The implementation of this community solar project will align with the goals on the Atlantic County Master Plan. The Master Plan includes Sustainability and Resiliency Elements. The goals of these initiatives are to promote energy efficiency and alternative clean forms of energy. The intention is to reduce the County’s overall carbon footprint while also saving the county money over an extensive period of time.

B. 2019 New Jersey Energy Master Plan

In 2019 the State of New Jersey adopted the New Jersey Energy Master Plan (EMP). This plan laid out a timeline and goals that the State wishes to achieve by the year 2050. The EMP highlights its goal of “100% clean energy by 2050”. This is defined as being 100 percent carbon neutral and relying on carbon neutral electricity generation and maximum electrification of the transportation and building sectors. These sectors are the highest contributor of carbon emissions in New Jersey. By doing so the State will be able to meet the requirements of the Global Warming Response Act.

This community solar project aligns with the EMP’s goals of increasing development of in-state renewable energy generation and the interconnection of zero-emission distributed energy resources (DER). Strategy 6 of the EMP is to support Community Energy Planning and Action while also ensuring that people of low/moderate incomes and Environmental Justice Communities are offered the opportunities to participate in these programs. There will be steady growth in the amount of people that begin to transition towards sustainable forms of energy through benefit from the credits that these programs offer.

This proposed project anticipates using community solar in line with the NJ Board of Public Utilities program that promotes community solar projects across New Jersey. With the same focus on being inclusive to low- and moderate-income homes, this program has the capability to play a role in ensuring the State meets the goals of the New Jersey Energy Master Plan.

C. Relationship to the New Jersey Development and Redevelopment Plan

The Redevelopment Area is entirely in Planning Area#4, Rural. The policy objective for the Rural Area is:

The State Plan recommends protecting the rural character of the area by encouraging a

pattern of development that promotes a stronger rural economy in the future while meeting the immediate needs of rural residents, and by identifying and preserving farmland and other open lands. **The Plan also promotes policies that can protect and enhance the rural economy and agricultural industry, thereby maintaining a rural environment.**

This Redevelopment Plan is essentially consistent with the objective of the State Plan.

D. Relationship to other municipalities' Master Plans

This Redevelopment Plan is essentially consistent with Port Republic's planning and zoning ordinances. By developing the project as an overlay to the existing zoning, the City will protect the original intent of its ordinances thus allowing for a greater development potential for this lot.

The Redevelopment Area is contiguous with Galloway Township. The Township's September 2020 Re-examination Report demonstrates no conflict with the proposed use of the Redevelopment Area.

X. Proposed Redevelopment Actions

A. Redevelopment Authority

The Port Republic City Council shall act as the redevelopment entity pursuant to N.J.S.A. 40A:12A-4(c) for purposes of implementing and carrying out this Redevelopment Plan. In doing so, the Council shall have the powers set forth in N.J.S.A. 40A:12A-15 and 40A:12A-22, and all other relevant statutes and regulations to perform all their duties and responsibilities in the execution and implementation of this Redevelopment Plan.

B. Redevelopment Agreement

Pursuant to N.J.S.A. 40A:12A-8, the City of Port Republic may select one or more redevelopers for the implementation of one or more development projects within the Project Area as it deems necessary. Any development or construction within the Project Area shall be undertaken in accordance with a contractual Redevelopment Agreement between Port Republic and its designated redeveloper. All Redevelopment Agreements shall be consistent with the requirements of N.J.S.A. 40A:12A-9 and this Redevelopment Plan.

XI. Obligations of the Redeveloper

All property within the Project Area must be developed in accordance with the requirements of this Redevelopment Plan, City of Port Republic Ordinances and the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.). Any private Redeveloper(s) (an entity wishing to avail itself of the opportunities set forth in N.J.S.A. 40A:12A-1 et seq.) will be required to contact the Redevelopment Entity to present a proposal and shall enter into a contractual

Redevelopment Agreement with the Redevelopment Entity prior to grant of final approvals by the Port Republic Planning Board.

XII Deviations from Provisions of the Approved Redevelopment Plan

Pursuant to N.J.S.A. 40A:12A-13, all applications for development under this Plan shall be submitted to the Port Republic Planning Board for review and approval in accordance with the requirements for review and approval of subdivisions and site plans as set forth by ordinance adopted pursuant to the Municipal Land Use Law.

All applications requiring relief or deviations from this Plan or other development ordinances shall be governed by the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. Except as provided below, nothing shall prevent the Planning Board from exercising its jurisdiction to grant variances from this Redevelopment Plan pursuant to the Municipal Land Use Law.

No deviations from the Redevelopment Plan shall be granted that result in any of the following effects or conditions:

- Allowing a use not specifically permitted within the Project Area;
- Deviating from contractual obligations of a redeveloper to the Redevelopment Entity.
- The grant of any variance pursuant to the provisions of N.J.S.A. 40:55D-70d.

For Projects where a private Redeveloper wishes to avail itself of the opportunities set forth in N.J.S.A. 40A:12A-1 et seq., execution of a Redevelopment Agreement with the City of Port Republic shall be a precondition to the grant of final approval of any land use application for a Redevelopment Project within the Project Area. For all such Redevelopment Projects, no permits for development shall be issued unless a copy of a fully executed Redevelopment Agreement with the City has been submitted.

XIII. Amendments to Approved Redevelopment Plan

This Redevelopment Plan may be amended from time to time in accordance with the provisions of the LRHL, as amended.

EXHIBIT E

PROJECT IMPLEMENTATION SCHEDULE

EXHIBIT F
PROPERTY LEASE

**LEASE OF THE CITY-OWNED PROPERTY LOCATED AT
400 ENGLISH CREEK ROAD, BLOCK 24, LOT 34
PORT REPUBLIC, NEW JERSEY**

LANDLORD: THE CITY OF PORT REPUBLIC
ADDRESS: 143 MAIN STREET
PORT REPUBLIC, NEW JERSEY 08201

TENANT:
ADDRESS:

THIS LEASE AGREEMENT (“Lease”) is made on the ____ day of _____, 20____ between the *City of Port Republic*, a New Jersey municipality with offices located at 143 Main Street, Port Republic, New Jersey, 08241, hereinafter designated “**Landlord**” and/or “**Lessor**” and/or “**City**,” and _____ whose address is _____
_____, hereinafter designated as “**Tenant**” and/or “**Lessee**” and/or “**Redeveloper**.”

Throughout this Lease Landlord and Tenant each, individually, may be referred to as a “Party” and Landlord and Tenant, collectively, may be referred to as the “Parties.”

RECITALS

- A. Landlord is the owner in fee simple of the vacant lands and premises commonly known as 400 English Creek Road, Block 24, Lot 34, Port Republic, New Jersey 08241 (the “**Property**”).
- B. Landlord and Tenant are parties to a Redevelopment Agreement (the “**Redevelopment Agreement**”) which was made in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq. and under the terms of which Tenant is the designated redeveloper of the Property.
- C. Under the terms of the Redevelopment Agreement the Tenant is obligated to undertake and implement upon the Property a “land reclamation project,” (the “**Project**”) as that term is defined in the Redevelopment Agreement.
- D. The City has no intention of relinquishing title to the Property. Therefore, and as a result, the Redevelopment Agreement recognizes that in order for Tenant to implement a land reclamation project upon the Property, the Landlord will lease the Property to Tenant pursuant to a Lease which, upon execution, is to be annexed to the Redevelopment

Agreement as an Exhibit.

- E. This Lease will allow for the reclamation of the Property which previously was excavated and allows for the implementation of the Project upon the Property by the Tenant. Upon execution of this Lease, it shall be annexed as an Exhibit to the Redevelopment Agreement.
- F. The Tenant will be required to secure all necessary permits, including but not limited to, Cape Atlantic Soil Conservation permit, State of New Jersey **Acceptable Use Determination ("AUD")** permit, Atlantic County Planning Board approval, City of Port Republic Planning Board approval, and any other permits or "**Government Approvals**" from any other "**Governmental Body**" having jurisdiction over the Property and/or the land reclamation project contemplated by the Lease or by the Redevelopment Agreement that may be required.

1. **INCORPORATION OF RECITALS; DEFINITIONS & INTERPRETATION:**

1.1. **Incorporation of Recitals.** The statements that are set forth in the Recitals are true and accurate. All of the statements of the Recitals are repeated and are incorporated herein by this reference thereto and are made a part hereof as if each and every statement were set forth fully herein.

1.2. **Definitions.** Unless the context otherwise specifies or requires, all definitions of words, terms or phrases that are set forth in the Redevelopment Agreement (as defined in the Recitals) are incorporated herein by this reference thereto as if set forth at length. Additionally, unless the context otherwise specifies or requires, the following words, terms or phrases shall have the following definitions:

"**Acceptable Use Determination (AUD)**" means the use that is determined by the New Jersey Department of Environmental Protection ("NJDEP") as appropriate for the dredged material, admixture, or product that will be protective of human health and the environment and is consistent with the requirements of the Project.

"**Additional Rent**" has the meaning that is set forth in paragraph 6.4.

"**Applicable Laws**" has the meaning set forth in the Redevelopment Agreement.

"**Clean Dredge Material**" and "**Clean Dredge Fill**" may be used interchangeably and means fill professionally tested by a certified laboratory which certifies that the material is clean, unconsolidated, randomly mixed sediments composed of, soil or shell materials extracted and deposited during dredging and dumping activities.

"**Commencement Date**" has the meaning that is set forth in paragraph 5.1

“**Effective Date**” means the last date that this Lease is executed by a Party.

“**Environmental Law**” has the meaning set forth in the Redevelopment Agreement.

“**Expiration Date**” has the meaning that is set forth in paragraph 5.1.

“**Fill Rent**” has the meaning that is set forth in paragraph 6.3.

“**Government Approval**” has the meaning set forth in the Redevelopment Agreement.

“**Governmental Body**” has the meaning set forth in the Redevelopment Agreement.

“**Landlord**” and “**Lessor**” and “**City**” may be used interchangeably and mean the City of Port Republic in the County of Atlantic, State of New Jersey

“**Lease**” means this Lease along with any Exhibits annexed to this Lease.

“**Minimum Rent**” has the meaning that is set forth in paragraph 6.2.

“**Option Period**” has the meaning that is set forth in paragraph 5.2

“**Performance Guarantee**” has the meaning set forth in paragraph 8.1.

“**Project**” has the meaning set forth in the Redevelopment Agreement.

“**Property**” means the vacant lands and premises known as 400 English Creek Road, Block 24, Lot 34, Port Republic, New Jersey, as more particularly described in the Redevelopment Agreement.

“**Rent**” means Minimum Rent and/or Fill Rent and/or Additional Rent, as the context requires.

“**Redevelopment Agreement**” has the meaning set forth in the Recitals.

“**Security**” has the meaning set forth in paragraph 7.

“**Tenant**” and “**Lessee**” and “**Redeveloper**” may be used interchangeably and mean the entity or person so designated in the introductory paragraph of this Lease.

1.3. **Precedence of Interpretation.** In the event of any discrepancy, inconsistency and/or divergence arising between the provisions of this Lease and any provision in the Redevelopment Agreement, the Parties cooperatively shall seek to reconcile the inconsistency and/or divergence and an agreement in that regard shall be reduced to a written amendment to

this Agreement. In the event that the Parties cannot agree upon a reconciliation of the inconsistency and/or divergence, then the provisions of the Redevelopment Agreement shall take precedence.

2. **GRANT:** In consideration of the obligation of Tenant to pay Rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, the Property upon all the terms and conditions set forth in this Lease.

3. **ACCEPTANCE OF LEASED PREMISES:** Landlord shall deliver and Tenant accepts the Property in its “As-Is”, “Where- Is” condition, without any representation or warranty by Landlord, express or implied, in fact or by law, and without recourse to Landlord, as to the nature, size, measurement, condition (including, but not limited to, any environmental condition) or usability thereof or the use or uses to which the Property or any part thereof may be put, all of which Tenant has had the opportunity to independently examine. Except as specifically provided in this Lease, Landlord shall not be required to furnish any services or facilities or make any repairs or alterations in or to the Property throughout the Term of this Lease.

4. **PERMITTED USE:** Tenant shall have the right to enter upon and occupy the Property for the sole purpose of implementing the Project, as defined in the Redevelopment Agreement. The Project consists of conducting a “land reclamation project” which is defined in the Redevelopment Agreement as “a project by which a previously excavated or mined parcel of land is reclaimed to its pre-excitation or pre-mined state by means of placing clean fill, or clean dredge fill, upon the subject parcel in accordance with standards established by any governmental entity having jurisdiction over the subject parcel of land” along with construction, completion, and management of all project improvements contemplated under the Redevelopment Agreement and pursuant to the provisions of the Redevelopment Agreement and the Redevelopment Plan for the Property which include, but are not limited to restoration of the Property to the grades and permanent ground cover, and any other final improvements as shown on Exhibit G to the Redevelopment Agreement.

In order to execute the Project, Tenant will cause to be transported to the Property Clean Fill or Cleaned Dredge Material. The Clean Fill or Cleaned Dredge Material, as the case may be, will be tipped from a truck into a berm area that will contain the Clean Fill or Clean Dredged Material until it dries and can be spread to a constant level in the pit upon the Property. Prior to commencing work on the Project, Tenant shall provide Landlord with a Phasing Plan in the event that same is not already a component of the Project Implementation Schedule and Project Concept Plan that are annexed to the Redevelopment Plan. If such a Phasing Plan is submitted to Landlord, then Tenant shall not commence work on the Project until Landlord approves, in writing, the Phasing Plan which approval shall not be unreasonably withheld. Upon approval of the Phasing Plan, it shall be annexed to this Lease as **Exhibit A**.

In executing the Project, Tenant shall have the right to store and stockpile the overburden and any other material present on the Property. Further, Tenant shall have the right to place, remove and maintain all machinery and equipment (but not permanent buildings or permanent structures

of any kind, excepting therefrom fencing) that are necessary for obtaining the benefits of the rights hereby granted. Tenant shall have the right to maintain temporary structures, such as, but not limited to, field trailers and temporary facilities designed for storage of, or service upon, Tenant's machinery and equipment. Upon the termination of this Lease, and on the payment to Landlord of any amounts due hereunder, and subject to the further limitations contained herein, Tenant must remove such machinery and equipment, field trailers and any other temporary structures, within ten (10) days after termination of this Lease.

Tenant shall have the right to undertake all reasonable industry practices considered necessary to deliver the Clean Fill or Clean Dredged Material, as the case may be, to the Property, and to dewater, store, and spread the Clean Fill or Clean Dredged Material until final reclamation of the Property is complete.

Landlord grants Tenant the free and uninterrupted right-of-way and right of access, ingress and egress by persons, vehicles and equipment throughout, along and over the Property, necessary for the exercise of the rights hereby granted under the terms of this Lease.

5. **INITIAL TERM; OPTION TERM; EARLY TERMINATION:**

5.1. **Initial Term:** The Initial Term of this Lease and Tenant's leasehold estate hereunder shall commence on the Commencement Date and shall end at 11:59 p.m. on the Expiration Date (unless sooner extended or terminated as hereinafter provided). The "**Commencement Date**" means the earlier of: (i) twenty-four (24) months next following the Effective Date of this Lease, and (ii) Tenant's receipt of the last of the final, non-appealable Governmental Approval that Tenant is required to obtain in order to commence implementation of the Project upon the Property in accordance with, and as permitted by, the Redevelopment Agreement and this Lease. The "**Expiration Date**" is the day immediately preceding the _____ anniversary of the Commencement Date.

5.2. **Option Period:** Tenant shall have the option to extend the Initial Term by one (1) successive period of _____ years (the "**Option Period**"), provided at the time of the exercise of such option, Tenant is not in default under any of the terms of this Lease or of the Redevelopment Agreement to which this Lease is an Exhibit and no default had occurred which remained uncured after expiration of any applicable grace period. If Tenant elects to exercise its option for the Option Period, it shall, subject to the provisions of this Article, do so by giving Landlord Notice of such election at least six (6) months before the beginning of the Option Period. If Tenant gives such Notice, the term of this Lease shall be automatically extended for the Option Period covered without execution of an extension or renewal lease. If Tenant fails to exercise the option on or before the date described above or the option has terminated, any period during which Tenant remains in possession after the expiration of the term hereby created, or as extended by the exercise of the Option Period, then Tenant shall be considered a holdover Tenant. The Tenant's option to extend the term of this Lease, as set forth in this paragraph, is part of this Lease and may not be severed from this Lease or deemed a

right separate and apart from this Lease or a covenant independent from this Lease.

5.3. **Early Termination:** The estimated maximum volume of Clean Fill and/or Clean Dredge Material that can be deposited within the Property is 450,000 cubic yards. If at any time during the either the Term or the Option Period the Tenant, in the opinion of the City's Engineer, has deposited upon the Property the maximum volume of Clean Fill and/or Clean Dredged Material that the Property can accommodate, then the Landlord shall provide Notice thereof and the Term or the Option Period, as the case may, shall be terminated.

6. **MINIMUM RENT; FILL RENT; ADDITIONAL RENT:**

6.1. Landlord reserves, and Tenant covenants to pay, to Landlord without notice, demand, setoff, deduction or abatement at City Hall, 143 Main street, Port Republic, NJ 08241, or at such other place as may hereafter be designated in writing by Landlord, on the days and in the manner herein prescribed for the payment thereof, guaranteed Minimum Rent, the Fill Rent and Additional Rent for the Property, as set forth in this Article 6.

6.2. **Minimum Rent:** Tenant covenants to pay, during the entire term of this Lease, beginning on the Commencement Date, a fixed guaranteed minimum annual rent ("**Minimum Rent**") as follows:

6.2.1. Initial Term: Starting on the Commencement Date, the annual Minimum Rent for the Initial term shall be the amount of \$ _____ payable in equal monthly installments of \$ _____.

6.2.2. Option Period: Tenant covenants and agrees to pay Minimum Rent during the Option Period in the amount of \$ _____ payable in equal monthly installments of \$ _____.

6.3. **Fill Rent:** In addition to the Minimum Rent, Tenant also shall pay, an additional fill rent ("**Fill Rent**") due hereunder during the Initial Term and the Option Period which is a sum of money, the amount of which shall be calculated by the volume, in cubic yards, of Clean Fill and/or Clean Dredge Fill that Tenant causes to be transported to the Property and deposited within the Property, as more particularly set forth on the Fill Rent Schedule annexed as **Exhibit B**. Fill Rent shall be due beginning on first day of the month next following the Commencement Date and continuing every month thereafter. Tenant will be required provide to Landlord a monthly statement of the cubic yards of Clean Fill and/or Clean Dredge Fill that Tenant has caused to be transported to the Property and deposited within the Property. Tenant's monthly statements shall be subject to verification by a New Jersey Professional Land Surveyor or New Jersey licensed Professional Engineer. Due to the process needed for Clean Fill and/or Clean Dredge Fill to be dewatered and spread, the surveyor or engineer may estimate the cubic yards which have been deposited within the Property during any one-month period which estimate then can be adjusted and verified by an actual yearly certified survey.

The actual monthly payment of Fill Rent to be made to the Landlord shall be 75% of the estimated monthly volume payment, which will be adjusted annually, when the required Certified Survey is presented to the Landlord. The yearly adjustment will be made in order to assure that the Landlord is paid 100% of the Fill Rent due for the year. The final amount of Additional Fill Rent to be paid to the Landlord shall be determined by Certified Survey prepared by the Landlord's designated surveyor or engineer.

- 6.4. **Additional Rent:** If the Tenant shall default in the performance of any the Tenant's obligations under this Lease, then the Landlord, without thereby waiving such default may (but shall not be obligated to) perform the same for the account of and at the expense of the Tenant, without notice in case of emergency, and in any other case only if such default continues after the expiration of the time within which the Tenant has to cure said default. Bills for any expenses incurred by the Landlord in connection with any such performance by it for the account of the Tenant and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorney's fees and expenses, involved in collecting or endeavoring to collect rent or any part thereof or enforcing or endeavoring to enforce any rights against the Tenant for the Tenant's obligations hereunder, or in connection with this Lease or pursuant to law, including attorney's fees and any such costs, expense and disbursement involved in instituting and prosecuting legal proceedings or alternative dispute resolution proceedings or in recovering possession of the Property after default by the Tenant or upon the expiration of the Initial Term or Option Period or sooner termination of this Lease along with the costs of restoring the Property and interest on all sums advanced by the Landlord under this paragraph at the maximum rate permitted by law may be sent by the Landlord to the Tenant monthly, or immediately, at the Landlord's option and such amounts shall be due and payable as Additional Rent in accordance with the terms of such bills, but in no case later than one month. No right or remedy reserved to the Landlord in this Lease shall be exclusive of any other right or remedy and any other right or remedy shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing at law or equity.
- 6.5. **Guarantee of Rent Payment:** When the Tenant is one of the following types, the following persons shall individually guarantee the payment of the rents: (a) In case of a partnership, all general partners owning 10% or more of the partnership; (b) In case of a corporation, the shareholders owning 10% or more of the stock of the corporation; (c) In case of an individual, the individual; (d) In the case of a limited liability company, all members owning 10% or more of the company.
- 6.6. In the event of termination of this Lease prior to the scheduled expiration of the Initial Term or the Option Period, then Tenant's Rent obligations shall be pro-rated. The term "Rent" shall include Minimum Rent, Additional Fill Rent, and any other amounts due by Tenant to Landlord under this Lease ("Additional Rent").
- 6.7. If Tenant hereunder should fail to pay to Landlord when due any installment of Rent or other sum to be paid to Landlord which may become due hereunder, Landlord will incur

additional expenses in an amount not readily ascertainable and which has not been provided for between Landlord and Tenant. If Tenant fails to make any payment of Rent or any other sums due under this Lease on or before the 5th business day after the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at a rate of eighteen (18%) from the date first due until paid. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due. Same shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

7. **SECURITY DEPOSIT:** As security for the faithful performance by Tenant of the terms and conditions of this Lease, Tenant agrees to place with Landlord a security deposit in the amount of _____ (\$ _____ .00) Dollars (the "**Security**"). The Security shall be paid by Tenant to Landlord upon Tenant's execution and delivery of this Lease. The Security shall be deposited into a bank account owned solely by the Landlord. Additionally, the Landlord may deduct from the Security any expenses, including reasonable attorney's fees, resulting from the Tenant's violation of any of the terms or conditions that are contained in this Lease. Tenant shall be entitled to any interest earned on the Security. The Security shall be in addition to all Rent due under this Lease and in addition to the Performance Guarantee (defined below)

8. **PERFORMANCE GUARANTEE:**

8.1. In order to guarantee Tenant's full performance and compliance with the approved Project Implementation Schedule and Project Concept Plan, including, but not limited to, the site restoration component of the Project Concept Plan, Tenant shall procure and maintain in full force and effect for the entire Term of this Lease a Performance Guarantee ("**Performance Guarantee**") in the amount of _____ (the estimated cost of site restoration). The Performance Guarantee shall run in favor of the Landlord and shall guarantee, up to the amount of the Performance Guarantee, that Tenant will comply with all terms and conditions of this Lease. Tenant shall provide Landlord with the Performance Guarantee, in a form acceptable to Landlord in Landlord's sole and absolute discretion, prior to the full execution and delivery of this Lease. The Performance Guarantee shall be in full force and effect upon Tenant's execution and delivery of this Lease. The Tenant may submit the Performance Guarantee in the form of either a Performance Bond of a Surety Company or an Irrevocable Standby Letter of Credit with automatic renewal issued by a banking institution authorized to do business in the State of New Jersey.

9. **OTHER FEES AND EXPENSES:** Tenant shall pay all other fees, charges and government impositions and all other operating expenses which arise out of or in connection with Tenant's rental, operation, possession, occupancy or use of the Property. Tenant shall promptly pay such fees and expenses when due (and prior to delinquency) directly to the

entities to whom such charges may be payable. Tenant shall not be responsible for any fees and expenses incurred by Landlord for any areas surrounding the Property on other property, unless same are incurred as a result of or in connection with Tenant's activities on the Property. In the event Tenant fails to make payment of any such fees and expenses within the time period (or grace period) provided for payment thereof, Landlord may pay the same, at its option, and Tenant shall reimburse Landlord for such payment, along with any interest, penalties, or fees resulting from such late payment within ten (10) days of Tenant's receipt of written notification from Landlord, together with reasonably satisfactory evidence that any such payment has been made by Landlord. In the event Tenant fails to pay to Landlord any payment due hereunder within the time period specified, Tenant shall additionally pay to Landlord, interest on such amount calculated at the rate of five (5%) percent per annum commencing upon the date payment was due Landlord until such time as Tenant makes such payment. Any payment made by Landlord pursuant to this paragraph on behalf of Tenant shall be considered Additional Rent owed by Tenant to Landlord in accordance with the applicable Additional Rent provisions set forth above.

10. **TENANT'S OPERATIONS:**

10.1. **Project Concept Plan & Project Implementation Schedule.** Tenant has submitted to Landlord, and Landlord has approved a Project Implementation Schedule and Project Concept Plan both of which are annexed as Exhibit E and as Exhibit G, respectively, to the Redevelopment Agreement. Tenant's operations upon the Property shall be conducted in accordance with the Project Concept Plan, the Project Implementation Schedule, this Article and all Applicable Laws.

10.2. The Tenant shall conduct all its operations on the Property in a diligent, careful and workmanlike manner consistent with prevailing industry standards and in strict compliance with the provisions of any and all local, State and/or Federal laws, regulations and permits in any way applicable to the Property and Tenant's operations thereon. Specifically, and without limitation, Tenant hereby covenants to strictly comply with the terms and conditions of the AUD Permit. Tenant further covenants that it will not cause any violation of any provisions contained in the AUD Permit. Should Tenant cause any violation of any provision contained in the AUD Permit, Tenant shall immediately cease and desist any activity causing said violation, cure said violation and fully indemnify and defend Landlord for any consequence resulting from the violation of the AUD Permit in accordance with the Indemnification and Hold Harmless provisions of this Lease. The Tenant shall conduct all its operations on the Property so as not to cause or permit any unnecessary or unusual permanent injury to the Property.

10.3. Tenant, at its own cost and expense, shall apply for, obtain, and keep current all necessary approvals, permits and authorizations for the conduct of its operations on the Property. Following is list of required permits. Tenant shall be responsible to obtain these permits together with any other applicable permits and Government Approvals.

10.3.1. Cape Atlantic Soil Conservation Permit;

- 10.3.2. City of Port Republic Planning Board approval;
 - 10.3.3. Atlantic County Planning Board approval;
 - 10.3.4. NJDEP approval; and
 - 10.3.5. Any other applicable approvals from any other governmental entity having jurisdiction over the Tenant's activities upon the Property pursuant to the Redevelopment Agreement and this Lease.
- 10.4. As required by the Redevelopment Agreement, Landlord will cooperate with Tenant's efforts to obtain all required Governmental Approvals.
- 10.5. Tenant also shall be required to perform, construct and install all improvements shown on the Project Concept Plan. These improvements shall include installation of fencing and gates at the entrance to the Property. All improvements required by the Cape Atlantic Soil Conservation District, such as a stabilized construction entrance and silt fence, as required by the permit, and final stabilized reuse of any preexisting cover material that has been stripped and stockpiled prior to deposit of Clean Fill and/or Clean Dredge Fill and re-spread cover material and re-seeding which then will be the final cover upon expiration of the Initial Term or the Option Period.
- 10.6. Special attention shall be given to keeping the intersection of Moss Mill Road and English Creek – Port Road clean at all times during times of soil transfer to and from the Property.
- 10.7. The Tenant, at all times, shall keep the Property, including the Clean Fill and/or Clean Dredged Material and other materials, equipment and machinery that are brought to the Property in a neat and orderly fashion.
- 10.8. Beginning on the Commencement Date and continuing thereafter through the Initial Term and Option Period, as applicable, Tenant shall give the Landlord a monthly summary of Clean Fill and/or Clean Dredged Material or other material brought to the Property on or before the last day of each month.
- 10.9. Tenant shall comply with and adhere to the requirements of the State of New Jersey's Noise Control Act of 1971 and all related and promulgated codes, rules and regulations ("Noise Control Act") relating to the control and abatement of noise.
- 10.10. To the extent permissible by any and all applicable local, State or Federal laws, codes, rules or regulations including but not limited to those that are administered by the Occupational Safety and Health Administration (OSHA), between sundown and sunup, Tenant shall use visual warning/reversing safety equipment, i.e. strobe lighting or other warning lighting, and not audible warning equipment, i.e. audible back-up alarms.
- 10.11. Tenant agrees that it will conduct onsite work between the hours of 7:00 AM and 9:00 PM and no work shall take place at the Property between the hours of 9:00 PM and 7:00 AM. These hours pertain to Monday through Saturday. No work of any kind is

permitted on Sunday.

10.12. Tenant at all times shall keep and maintain the premises in a clean, orderly and sanitary condition, and shall comply with all Applicable Laws. No storage or dumping of hazardous materials is permitted. At the termination of this Lease, the Property shall be left in good order and a safe workmanlike condition in full compliance with the Project Concept Plan.

10.13. Prior to the end of the Initial Term or the Option Period, as applicable, Tenant agrees to restore the Property in accordance with the specifications therefore that are set forth in the Project Concept Plan. In order to demonstrate strict compliance with the Project Concept Plan, Tenant shall give the Landlord a final, "as-built" survey accurately depicting the conditions and elevations of the Property. This survey shall be prepared by a New Jersey Licensed Professional Land Surveyor and certified to the City of Port Republic.

10.14. Tenant agrees to operate at the Property for the purposes stated in the Redevelopment Agreement and this Lease in good faith and in an efficient, businesslike and respectable manner and in accordance with all prevailing industry standards and all Applicable Laws. Tenant agrees not to abandon the Property.

11. **CASUALTY:** If, during the term of this Lease, the Property is damaged by fire, or other cause, so as to render the Property, or substantially all of the Property, substantially unusable, then this Lease may be canceled at the option of Tenant by written Notice to Landlord given within thirty (30) days of the fire or other cause, and Rent shall be payable only to the date of such fire or other cause. If this Lease is not terminated in accordance with the provisions of the immediately preceding sentence, or the damage to the Property does not render the Property, or substantially all of the Property, substantially unusable, then Rent shall be apportioned based upon the part of the Property which is substantially unusable by Tenant during the period that such portion is substantially unusable by Tenant. Notwithstanding the foregoing, if the damage to the Property is the result of any acts, omissions, faults or negligence, actual or alleged, of Tenant, then (without waiving Tenant's default under this Lease and all rights available to Landlord hereunder and under law by reason of such default), Tenant, upon demand, shall indemnify Landlord in accordance with the provisions set forth below.

12. **CONDEMNATION:** If the Property or any portion thereof is taken under the power of eminent domain by any Governmental Body or unit, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), then this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 50% of the Property is taken by condemnation, then Tenant, at Tenant's option to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written Notice of such taking (or in the absence of such Notice, within ten (10) days after the condemning authority shall have taken possession), may terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of

the Property remaining, except that the Minimum Rent shall be reduced in the proportion to the portion of the Property taken. No reduction of Rent shall occur if the only area taken is that which does negatively impact Tenant's continued use of the Property for implementation of the Project required pursuant to the Redevelopment Agreement. Any award for the taking of all or any part of the Property, under the power of eminent domain, or any payment made under threat of the exercise of such power shall be the property of Landlord, without regard to whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. Tenant shall not be entitled to any part of the award, or any payment in lieu thereof.

13. **ENVIRONMENTAL PROVISIONS.** The Redevelopment Agreement requires Tenant to abide by all Applicable Laws in connection with its implementation of the Project. Therefore, Tenant warrants and agrees that Tenant will not engage in operations at the Property which will involve the generation, manufacture, refining, transportation, treatment, storage, handling or filling of "hazardous substances" or "hazardous waste" as the term is defined under any applicable "**Environmental Law**" and such other state and federal laws, rules and regulations which define such, or similar, terms. Tenant warrants and agrees that Tenant will not engage in operations at the Property which will result in, or which will increase the probability of, hazardous substances or hazardous waste being placed in or absorbed by the Property or the surrounding soil or property. Tenant shall indemnify, defend and save harmless the Landlord from all fines, suits, claims, clean-up obligations, liabilities, expenses, penalties, and damages of any kind arising out of or in any way connected with any spill or discharge of a hazardous substance or hazardous waste at the Property or surrounding areas caused by Tenant or resulting from Tenant's use of the Property.

14. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:** The Tenant, to the fullest extent permitted by law, hereby agrees to save, indemnify and hold harmless the Landlord, and all of its elected and appointed officials, officers, agents and employees, against all claims, judgments, demands for damages, and expenses, including, but not limited to, attorney's fees, arising out of, by reason of, on account of, in consequence of, or in connection with this Lease, Tenant's use of the Property, and/or any accident(s) to any person(s) or property caused by the Tenant, its agents and/or employees or any other third person(s).

The Tenant agrees to indemnify and save harmless the Landlord, and all of its elected and appointed officials, officers, agents or employees of and from all loss and damage and all fines, costs, suits, claims, demands, and actions of any kind or nature for which the Tenant shall or may become liable or incur or suffer by reason of any breach, violation or non-performance by the Tenant of any warranty, covenant or agreement herein contained or by reason of any injury occasioned to or suffered by any person or damage to any property by reason of wrongful act, neglect or default on the part of the Tenant or any of its employees, agents, or servants.

In the Landlord's sole and absolute discretion, Tenant shall: (i) defend any and all suits that may be brought against the Landlord, and all of its elected and appointed officials, officers, agents or employees on account of such events or occurrences; or (ii) reimburse, the Landlord, and all of its elected and appointed officials, officers, agents or employees for any and all expenditures,

specifically including, but not limited to, attorney's fees and costs, that Landlord, and all of its elected and appointed officials, agents or employees incur by reason of the defense of such suits.

15. **QUIET ENJOYMENT**: Except as otherwise may be provided by the Specifications, Tenant may peaceably possess and enjoy the rights and privileges hereby granted during the Term of this Lease and without any interruption or disturbance from or by the Landlord. Tenant acknowledges that it has examined and accepts the state and condition of title to the Property and that no representations have been made by Landlord as to the condition or state thereof.

16. **TAXES AND UTILITIES**: During the Term of this Lease, the Tenant shall not be required to pay any municipal real estate taxes. No utilities are presently active at the site. The Tenant is required to obtain and pay for all utilities necessary for the work at the Property in connection with implementation of the redevelopment Project.

17. **ASSIGNMENT**: Except as otherwise may be provided in the Redevelopment Agreement, Tenant may not (i) assign or transfer this Lease; (ii) sublet all or any part of the Property; or (iii) permit any other person or business to use the Property, without the prior written consent of the Landlord which may be granted or withheld in Landlord's sole and absolute discretion. On any attempted assignment, transfer, sublease or contrary use without Landlord's consent, this Lease, at the option of Landlord, shall terminate.

18. **RIGHTS OF LANDLORD**: Landlord reserves to itself and all of its elected and appointed officials, officers and agents the right at any time during normal business hours to enter upon the Property or any part thereof without unnecessarily or unreasonably hindering or interrupting the work or operations of Tenant for the purpose of inspection and determination of compliance with the Redevelopment Agreement and the terms and conditions of this Lease.

19. **SIGNS**: Tenant understands and agrees that the number, type and location of signs are governed by municipal codes, ordinances and regulations. Landlord does not guarantee that Tenant shall be entitled to any signs or to any type or number of signs. Tenant shall be responsible to seek permission from the municipality for any sign desired, but may not seek any variance without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion.

20. **INSURANCE**: Beginning on the Commencement Date, and continuing thereafter for so long as this Lease remains in effect, Tenant shall obtain, pay for, and keep in effect the following insurance policies:

20.1. A comprehensive general liability insurance policy, endorsed to include pollution coverage, with minimum limits of \$2,000,000 general aggregate and \$1,000,000 each occurrence, including:

20.1.1. Premises/Operations

20.1.2. Independent Contractors

20.1.3. Products/Completed Operations

- 20.1.4. Personal and Advertising Injury
- 20.1.5. Liability assumed under and insured contract (including defense cost assumed)
- 20.2. A comprehensive automotive liability insurance policy, with minimum limits of \$1,000,000 including bodily injury and property damage for:
 - 20.2.1. Owned Vehicles; and
 - 20.2.2. Non-Owned and Hired Vehicles.
- 20.3. A comprehensive workman's compensations insurance policy with the following minimum limits:
 - 20.3.1. Coverage A: Statutory benefits; and
 - 20.3.2. Coverage B: \$1,000,000
- 20.4. Umbrella/Excess Liability over the General and Automotive liability policies with minimum limits of \$1,000,000.
- 20.5. All insurance policies shall insure and name the Landlord as an additional insured, as its respective interest may appear. Tenant must provide Landlord with a copy of duly issued insurance certificates in conformity with the above provisions.
- 20.6. All insurance policies shall be provided by an insurance carrier authorized to transact business in the State of New Jersey and whose rating is A- (Excellent) VII or better as rated by A.M. Best & Company and shall contain a provision for thirty (30) day's advance notice of cancellation or non-renewal.
- 20.7. The Tenant shall obtain, provide and pay for insurance coverage of such type and in such amounts as are set forth above with the intent that said insurance will completely protect the Tenant and the City of Port Republic, its elected and appointed officials, officers, agents, servants, employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this Lease.
- 20.8. It is recognized that in some instances insurance may be acceptable which is underwritten by an insurance company that is not reported by A.M. Best & Company, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the City of Port Republic Risk Manager and/or the City of Port Republic Solicitor. Furthermore, written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.
- 20.9. The Tenant shall furnish the City of Port Republic with Certificates of Insurance. Policies for General Liability must be endorsed to include the City of Port Republic as

an Additional Insured. A copy of ISO Endorsements CG 20 10 is required along with the Certificate. The Certificates of Insurance shall set out the types of coverage, the limits of liability, describe the operation by reference to this Lease and provide for not less than thirty (30) day's written notice to the City of Port Republic of cancellation and/or non-renewal. All of the Tenant's deductibles or retentions shall be the sole responsibility of the Tenant; those in excess of \$10,000 are to be disclosed and are subject to approval by the City of Port Republic. If requested, actual policy copies or incurred loss information may be required.

- 20.10. The policies and specified limits of coverage must be effective as of the Commencement Date and must remain in force the entire Initial Term and Option Period, if exercised of this Lease. Tenant must maintain completed operations insurance, endorsing the City of Port Republic as an additional insured for the entire Term (Option Period included) of this Lease. The Tenant shall also include a copy of ISO Endorsement CG 20 10, CG 20 37, or its equivalent.
- 20.11. The Certificates of Insurance must be submitted to the City of Port Republic and shall be subject to the review and approval of the City of Port Republic Solicitor or Risk Manager.
- 20.12. If at any time during the term of this Lease or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Tenant, prior to the expiration, change or cancellation, to furnish to the City of Port Republic a Certificate of Insurance indicating renewal or an acceptable replacement of the policy so that there will be no lapse in any coverage. In the event of interruption of any coverage for any reason, all work under this Lease shall cease and not be resumed until coverage has been restored and a current Certificate of Insurance received and approved by the City of Port Republic.
- 20.13. All liability insurance shall be on an occurrence basis. All specified policy limits are minimums and wherever the law requires higher limits, the higher limits shall govern.
- 20.14. Insurance or Risk Funding maintained by the City of Port Republic shall be considered as Excess over Tenant's Insurance. Insurance or Risk Funding maintained by the City of Port Republic does not provide protection for Tenant's liability.
- 20.15. Certificates of Insurance and Evidence of Property Forms shall show the Certificate Holder as follows: City of Port Republic, 143 Main Street, Port Republic, N.J. 08241 Attn: City Clerk
- 20.16. Certificates of Insurance not reading as above will not be acceptable and will delay execution of this Lease.
21. **LIENS:** Within thirty (30) days of Tenant's receipt of written Notice from Landlord,

Tenant shall remove and discharge, at its cost and expense, all liens, encumbrances and charges upon the Property or Tenant's interest therein which arise out of Tenant's use or occupancy of the Property or by reason of the furnishing of labor or materials with respect to the Property by or on behalf of Tenant.

22. **ESTOPPEL CERTIFICATE:** Landlord and Tenant, from time to time upon ten (10) days' request by the other, shall execute, acknowledge and deliver a statement, dated currently, certifying that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and identifying such modifications) and the dates to which the Rent and other payments herein specified have been paid, and that no default exists in the observance of this Lease and no event of default has occurred and is continuing, or specifying each such default or event of default of which Landlord or Tenant may have knowledge, and such other information reasonably requested by the other Party.

23. **HOLDING OVER:** If Tenant shall remain in the Property after the expiration of the Initial Term or the Option Period, such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at its option, elect to treat Tenant as (i) one who has not removed at the end of its term and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or (ii) such holding over shall be deemed as a tenancy from month to month without the requirement for demand or notice by Landlord to Tenant demanding delivery of possession, subject to all the terms and conditions of this Lease, except as to duration thereof, and in that event Tenant shall pay Rent in the amount of one hundred fifty (150%) of the Minimum Rent plus Fill Rent at the rate last charged volume rate and plus any applicable Additional Rent. Any such month to month tenancy shall continue until terminated by Landlord on thirty (30) days Notice to Tenant.

24. **DEFAULT/ EVICTION & ATTORNEY'S FEES:** Tenant shall be in default under this Lease upon Tenant's failure to pay within ten (10) days of the date due any installment of Rent or other charge or money required under the terms of this Lease to be paid by the Tenant. With respect to any past due payment, Landlord shall give Tenant written Notice and thereafter Tenant shall have ten (10) days to cure such default in payment, provided that Landlord shall not be obligated to give written Notice to Tenant more than one (1) time in any calendar year. Tenant shall be in default under this Lease upon Tenant's failure to perform any of its obligations under this Lease, other than regarding the payment of money, within thirty (30) days after written Notice or if such breach is not capable of being cured within thirty (30) days, then such longer period of time as Landlord allows in writing provided Tenant commences and diligently pursues cure within such thirty (30) day period. If Tenant fails to cure the breach/default, then Landlord may initiate alternative dispute resolution proceedings, as described in the Redevelopment Agreement, to evict Tenant. If Landlord initiates such proceedings and is successful in obtaining an order or judgment of possession, then Tenant shall be obligated to reimburse Landlord, as Additional Rent, Landlord's actual attorneys' fees incurred in bringing the proceedings that resulted in such order or judgment.

25. **CROSS DEFAULT WITH REDEVELOPMENT AGREEMENT:** Any default by Tenant under this Lease and/or under the Redevelopment Agreement, shall at the option of the

Landlord constitute a default by Tenant under this Lease and/or under any other agreements made between the Parties including the Redevelopment Agreement and all remedies available to Landlord under this Lease and/or any other agreement including the Redevelopment Agreement and/or otherwise available at law or equity shall be available to Landlord with respect to this Lease and/or all other agreements including the Redevelopment Agreement.

26. **REALTOR INVOLVEMENT**: Landlord and Tenant represent to each other that no real estate broker/agent was involved on their respective behalf in renting the Property or in consummating this Lease.

27. **BINDING EFFECT**: All the terms, covenants and conditions contained in this Lease shall be binding upon and shall inure to the benefit of the respective Parties to this Lease, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

28. **GOVERNING LAW**: This Lease shall be considered made in the State of New Jersey and will be construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree that the Alternative Dispute Resolution provisions of the Redevelopment Agreement are applicable to disputes arising under this Lease.

29. **NOTICES**: All Notices required under the terms of this Lease shall be given in the manner that is specified in the Redevelopment Agreement

30. **CHANGES**: This Lease cannot be changed, altered, amended or modified except by mutual agreement of the Parties contained in a written instrument signed by both Parties.

31. **ENTIRE AGREEMENT**: This Lease, along with the Redevelopment Agreement to which this Lease is an Exhibit, constitutes the entire integrated agreement between the Parties with respect to this Lease and Property and all prior and contemporaneous agreements or understandings, whether written or oral, between the Parties relating to the subject matter hereof are superseded by this Lease. There are no oral promises, conditions, representations, understandings or terms of any kind otherwise in effect between the Parties that are not set forth in this Lease agreement.

32. **NO PERSONAL LIABILITY**: Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, its successors, assigns, employees, agents, representatives, consultants, elected or appointed officials, or any mortgagee in possession (for the purposes of this Paragraph only, collectively referred to as "Landlord"), with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute and without any exceptions whatsoever.

33. **THIRD PARTY BENEFICIARIES:** This Lease has been entered into solely for the benefit of the Parties signing this Lease. The Parties, by entering into this Lease, do not intend to benefit any other third party and do not intend to bestow upon any other third party any rights or entitlement. The Parties to this Lease do not intend to create a right in any third party to compel performance of, or to otherwise assert any rights under, this Lease.

34. **HEADINGS:** The headings contained in this Lease are for reference purposes only and, in and of themselves, have no independent meaning and shall not affect the meaning or interpretation of this Lease.

35. **SUBMISSION OF LEASE AGREEMENT:** The submission of this Lease document to Landlord or Tenant for review and consideration does not constitute an offer by either party. This Lease shall become effective only if and when it is approved by Landlord's governing body and is executed and delivered by both Parties.

36. **NO RECORDING OF LEASE:** This Lease shall not be recorded by the Tenant. Recording of this Lease or any summary, abstract or memorandum of this Lease by or on behalf of Tenant in any public record or clerk's office shall be deemed a breach for which the Landlord shall have the right to declare a breach and terminate this Lease in addition to any other remedy provided by law. Recordation of any documentation in the Atlantic County Clerk's Office only shall be in accordance with the Redevelopment Agreement to which this Lease is an Exhibit.

37. **COUNTERPARTS:** This Lease may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have set their hands and seals the date indicated below.

Attest:

CITY OF PORT REPUBLIC

Brandy M. Blevin, City Clerk

By: _____
Monica Giberson, Mayor

Dated: _____

Witness:

TENANT

Dated: _____

EXHIBIT G
PROJECT CONCEPT PLAN

EXHIBIT H
REDEVELOPER'S OWNERSHIP STRUCTURE

STATEMENT OF RESPONDENT'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF _____ :
 : SS.
 COUNTY OF _____ :

I, _____, am the _____
 (Name of Affiant) (Identify relationship to Respondent:e.g.,
 Owner Partner, President or other
 Corporate Officer)
 of _____, and, being duly sworn, I depose and say:
 (Name of Respondent)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the City of Port Republic to enter into a Redevelopment Agreement with _____ for **Redevelopment of City-Owned Property at 400** _____ (Name of Respondent) **English Creed Road, Port Republic, NJ** on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the City of Port Republic will rely upon the information provided in the questionnaire in evaluating the Respondent's Redevelopment proposal.
4. I also understand that the City of Port Republic may reject the proposal in the event that the answer to any of the following questions is false.
5. I do hereby authorize the City of Port Republic, or any duly authorized representative thereof, to inquire about or to investigate the answer to any questions provided in the questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish to the City of Port Republic with any information necessary to verify the answers given.

Name of Firm or Individual Title: _____

Signature: _____

Date: _____

Subscribed and sworn to before me this _____
day of _____, _____.

Notary Public of
My Commission expires _____, _____.

QUESTIONNAIRE

This Questionnaire must be filled out and submitted as part of the proposal for: **Redevelopment of City-Owned Property at 400 English Creed Road, Port Republic, NJ.** Failure to complete this form or to provide any of the information required herein shall result in rejection of the proposal. Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Respondent shall add additional sheets and identify clearly the question being answered.

1. How many years (or months if less than one year) has the Respondent been in business under its present name?

ANSWER:

2. List any other names under which the Respondent, its partners or officers have conducted business in the past five years.

ANSWER:

3. Set forth the name of every governmental entity in New Jersey with which the

Respondent has entered into a contract, within the past three years, that is similar in nature to that which is the subject of the present proposal. If the respondent has not entered into any such contracts, then list the municipalities outside of New Jersey with which the Respondent has entered into a contract, within the past three years, that is similar in nature to that which is the subject of the present proposal.

ANSWER:

4. Has the Respondent, in any jurisdiction whatsoever, ever been named as a party to litigation that arose out of performance or non-performance of a contract that was similar in nature to that which is the subject of the present proposal? If the answer is "Yes," set forth the full caption of the litigation, including the names of all parties, the name of the court and jurisdiction wherein the litigation was instituted or venued, the docket number of the case and the name and address of the attorney that represented Respondent in said litigation.

ANSWER:

5. Is the Respondent's principal place of business located outside of the State of New Jersey? If the answer is "Yes," attach copies of any certificates or other documents that evidence authorization by the New Jersey Secretary of State to conduct business within the State of New Jersey.

ANSWER:

6. Set forth the names and address of three credit or bank references.

ANSWER:

7. If you have any additional remarks or comments that you think will assist the City of Port Republic in assessing Respondent's ability to fully and completely perform all that would be required of Respondent if awarded the Redevelopment Agreement that is the subject of the present proposal.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Respondent; that the City of Port Republic is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Port Republic to notify the City of Port Republic in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Port Republic to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

New Jersey Department of Transportation DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidx Proposal/Solicitation Number: _____ Bidder/Vendor: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete and provide the certification below prior to award to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, the Department of Treasury shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided below to the Department of Transportation under penalty of perjury.

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. **EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE SUBMIT A SEPARATE FORM FOR EACH ADDITIONAL ACTIVITY.**

Name: _____ Relationship to Bidder/Vendor : _____

Description of Activities: _____

Duration of Engagement: _____

Bidder/Vendor Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any certification on behalf of the above-referenced person or entity. I acknowledge that the City of Port Republic is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Port Republic and that the City at its option may declare contract(s) resulting from this certification void and unenforceable.

Title: _____ Date: _____

New Jersey Department of Transportation
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this

Full Name (Print):

Signature:

Title: _____

Date: _____