

RESOLUTION NO. 2015-300

A RESOLUTION AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN AMENDMENT TO THE REDEVELOPMENT AND PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY COUNCIL OF THE CITY OF VINELAND AS THE REDEVELOPMENT ENTITY AND HANS LAMPART AS THE REDEVELOPER.

WHEREAS, the City Council of the City of Vineland adopted Ordinance 2007-94 designating Eastern Pacific Development/Hans Lampart as the Redeveloper to redevelop the 4 quadrants consisting of the 4 corners and adjacent property of Landis Avenue and East Avenue in the City of Vineland; and

WHEREAS, the Parties entered into a Redevelopment and Participation Agreement dated January 15, 2008, as amended by Agreements dated April 27, 2009, June 10, 2010 and July 29, 2011; and

WHEREAS, the Parties agree to further amend the Agreements to proceed with the redevelopment of Quadrant I and Quadrant III as defined in the Redevelopment and Participation Agreement dated January 15, 2008, and to amend the existing Agreements so as to review them; and

WHEREAS, the Parties further intend to clarify their rights and responsibilities with regards to the renewal of the Agreements regardless of the claims of the parties relative to the enforcement of the prior Agreements by either party.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that Council President is authorized to execute an Amendment to the Redevelopment and Participation Agreement in the form and substance substantially and materially similar to the form attached hereto subject to modifications as required by the Solicitor of the City of Vineland.

Adopted:

President of Council

ATTEST:

City Clerk

REDEVELOPMENT AGREEMENT

This REDEVELOPMENT AGREEMENT (“Redevelopment Agreement”), dated as of _____, 2015, (the “Effective Date” is hereby entered into, by and between the **VINELAND CITY COUNCIL, the Governing Body of the CITY OF VINELAND** (“City”), a municipal corporation of the State of New Jersey, maintaining its principal offices at 640 E. Wood Street, Vineland, County of Cumberland, NJ 08362-1508, acting in the capacity of Redevelopment Entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, and Hans Lampart (“Redeveloper”), an individual with offices located at 1873 Brookfield Street, Vineland, New Jersey.

WITNESSETH:

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

WHEREAS, in order to stimulate redevelopment, the City Council of the City of Vineland adopted Resolution 2000-205, dated March 28, 2000, designating certain properties of the City of Vineland as a redevelopment area in accordance with the Redevelopment Law (“Redevelopment Area”); and

WHEREAS, on May 25, 2004, the City Council of the City of Vineland adopted Ordinance 2004-25, Adopting a Redevelopment Plan (“Redevelopment Plan”) which sets forth, *inter alia*, the plan for the redevelopment of the Redevelopment Area; and

WHEREAS, the City Council of the City of Vineland adopted Resolution 2007-94, designating Eastern Pacific Development/Hans Lampart as the Redeveloper to redevelop the 4 quadrants consisting of the 4 corners and adjacent properties of Landis Avenue and East Avenue in the City of Vineland;

WHEREAS, the Redeveloper and the City of Vineland have previously encountered certain difficulties in obtaining title to all of the properties in the Redevelopment Area;

WHEREAS, the parties have agreed to proceed with only the redevelopment of **Quadrant I and Quadrant III** at this time.

Quadrant I, being the northwest corner of East & Landis Avenues consisting of Block 454, Lots 7 & 8 located in the East Gate Mixed Use District and Block 454, Lots 5 & 6 located in the Landis Avenue Main Street District of the Center City Redevelopment Plan (the Plan). **The parties agree that Quadrant I has been fully redeveloped except as set forth herein.**

Quadrant II. Omitted.

Quadrant III, being the south east corner of East & Landis Avenues consisting of Block 4201, lots 1, 2, 3, 4, 5, 6 & 53 located in the East Gate Mixed Use District. The parties are aware

that in connection with settlement of a previous lawsuit, the City cannot exercise its right of condemnation with respect to Block 4201, Lot 1 and/or Block 4201, Lot 2.

Quadrant IV. Omitted.

WHEREAS, the City Council of the City of Vineland adopted Resolution 2015-___, designating Eastern Pacific Development/Hans Lampart as the Redeveloper to redevelop **Quadrant III**. Said Resolution is subject to the negotiation and execution of this Redevelopment Agreement.

WHEREAS, the properties in **Quadrant III** are privately owned. The parties are aware that in connection with the settlement of a previous lawsuit, the City cannot exercise its right of condemnation with respect to Block 4201, Lot 1 and/or Block 4201, Lot 2.

WHEREAS, the Redeveloper intends upon negotiating in good faith for the acquisition of all properties in **Quadrant III** for fair market value and purchasing same.

WHEREAS, the Redeveloper and/or its Permitted Assignees intend on acquiring the properties in **Quadrant III** as well as improvements thereon, remediate any environmental conditions pursuant to N.J.S.A. 58:10B-28 and renovate the existing improvements for their use as follows:

Quadrant I. Repair the leaks in the brick wall and roof which has resulted in water leaking into the ladies and men's bathrooms, the west wall of the Landis Theater and the upper walls of the south and east side of the building housing Mori's on Landis restaurant.

Quadrant II. Omitted.

Quadrant III. Block 4201, Lots 1, 2, 3, 4, 5, 6 & 53. Demolish existing structure and construct 3 to 4 story apartment structure along Landis Avenue from Myrtle Street to midway between Myrtle and East. Apartments shall be 1 or 2 bedroom senior housing. From East Avenue to midway between East and Myrtle as well as along East Avenue shall be constructed 11,000 square feet of commercial/retail space.

Quadrant VI. Omitted.

WHEREAS, pursuant to the Redevelopment Law, the parties desire to enter into an Agreement that sets forth the terms and conditions pursuant to which the Property is to be redeveloped.

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Definitions. Except as expressly provided herein to the contrary, all capitalized terms used in this Redevelopment Agreement and its exhibits shall have the following meanings:

“Certificate of Occupancy” means a permanent “Certificate of Occupancy”, as such term is defined in the New Jersey Administrative Code, issued with respect to all or a portion of the Project upon Completion of all or a portion of the Project.

“City” means the City of Vineland, County of Cumberland, New Jersey, a Municipal Corporation of the State.

“Commence Construction” or “Commencement of Construction” means the undertaking by Redeveloper of any actual physical construction of any Project Improvements, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

“Completion Dates” are set forth in Exhibit C hereto.

“Control” (including the correlative meanings of the terms “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.

“Effective Date” means the date of the execution of this Redevelopment Agreement by both parties.

“Event of Default” is defined in **Article 11** hereof.

“Governmental Approvals” means all necessary reviews, consents, permits or other approvals of any kind legally required by any Governmental Body in order to carry out the Project.

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

“Hazardous Substance” means any substance, chemical or waste that is listed as hazardous, toxic, a pollutant or contaminant, or dangerous under any applicable federal, state, county or local statute, rule, regulation, ordinance or order.

“Intended Use” means the use of the Property as specified under Project Improvements.

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

“Local Improvement Law” means the State statute codified at N.J.S.A. 40:56-1 et seq.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Participants” means one or more of the following, and/or suitable substitutes mutually approved in writing by the City and the Redeveloper:

A. John Pederson, AIA with his principal office located at 520 Main Road, Vineland, as Project Architect.

B. Omitted.

C. Albert B. Kelly and Tri-County Community Action Partnership with their principal office located at 110 Cohansey Street, Bridgeton, New Jersey.

The Redeveloper may substitute any one or more of said Participants provided Redeveloper shows just cause for said substitution which shall be determined in the sole reasonable discretion of the City and provided further that the substitute is approved in the sole reasonable discretion of the City.

Any approved Participant shall be made party to a Participation Agreement with Redeveloper to contribute services and experience necessary for the completion of the Project as set forth herein. Said Agreement shall be in the form and substance as is acceptable to the City of Vineland to assure compliance herewith.

“Permitted Assignees” means a New Jersey Limited Partnership to be formed to finance the acquisition of the real property in **Quadrant III** and its redevelopment. A New Jersey limited liability company or corporation wholly owned by the Redeveloper will serve as the General Partner in that Limited Partnership. The Limited Partnership interests in that Limited Partnership will be owned by equity investors through a syndication by the anticipated institutional lender for this portion of the Project. The commercial portion of this development will eventually be separately titled in a newly formed New Jersey limited liability company wholly owned by the Redeveloper.

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

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

“Project” means the obtaining of Governmental Approvals, the acquisition of the Property, the site preparation of the Property and the financing, construction and completion of all Project Improvements.

Further the Project is more fully described as follows:

Quadrant I. Repair the leaks in the brick wall and roof which has resulted in water leaking into the ladies and men’s bathrooms, the west wall of the Landis Theater and the upper walls of the south and east side of the building housing Mori’s on Landis restaurant.

Quadrant II. Omitted.

Quadrant III. Redeveloper shall acquire Block 4201, Lots 1, 2, 3, 4, 5, 6 & 53. All structures shall be demolished. From East Avenue east along Landis Avenue up to a midway point between East Avenue and Myrtle Street and from Landis Avenue south along East Avenue shall be constructed a three story mixed use structure with a main lobby entrance from Landis Avenue. On the first floor thereof shall be approximately 11,000 square feet of commercial/retail space. All existing retail tenants presently located along Landis Avenue between East Avenue and Myrtle Street shall have first option to relocate in the new structure at fair rental value or such other rental amount as negotiated with Redeveloper. On the second and third floors thereof shall be residential uses consisting of one or two bedroom apartments/condominiums for senior citizens.

From midway between East Avenue and Myrtle Street east to Myrtle Street shall be constructed a 3 to 4 story residential structure attached to the lobby entrance on Landis Avenue. This structure shall contain 1 or 2 bedroom apartments for senior citizens.

Both structures shall contain not more than 85 units and shall be restricted for senior citizens only and shall have not less than 50 on site parking spaces for commercial/retail use and 60 for residential use. Upon issuance of a CO or TCO the Redeveloper shall enter into a partnership with participant Tri-County Community Action Partnership (“Tri-County”) which shall own the property and improvements.

Quadrant IV. Omitted.

At the present time, it is anticipated that the residential portion of the facility shall be managed by Participant, Tri-County Community Action Partnership. Redeveloper agrees to negotiate in good faith with Tri-County to facilitate its service in that capacity for this portion of the project.

The Redeveloper shall be subject to all local zoning and planning requirements and shall be responsible for all street improvements set forth in their submission as well as required by zoning/planning.

The design and plans for this Quadrant shall be substantially similar to the design and plans submitted for Landis Square by Eastern Pacific Development, Frank’s Realty Co., J.W.

Pederson Architect, P.C. and Tri-County Community Action Partnership, the Participants, which is made a part hereof.

The Redeveloper shall be responsible at his costs for the following:

1. Subject to the Environmental Matters Contingency set forth in below, to identify and remediate any and all environmental issues found on the **properties in Quadrant III.**

2. Negotiate in good faith for the acquisition of all properties to complete the Project and to purchase the same at fair market value. In the event of the necessity for condemnation to complete the Project, Redeveloper shall be responsible for all costs, including relocation costs, municipal attorney costs and other fees and costs. **Notwithstanding the forgoing, the City of Vineland shall not be obligated to exercise or attempt to exercise its condemnation rights with respect to any or all of the properties in Quadrant III. The decision to exercise or attempt to exercise its condemnation rights with respect to any of the properties or all of the properties shall be in the sole discretion of the City of Vineland and Vineland City Council.**

3. Relocate at Redevelopers costs, any existing tenants, both residential and commercial if required by state laws.

4. Provide and pay for all studies, reports, plans and documentation.

5. Provide and pay for all street improvements.

“Project Improvements” means all buildings, structures, improvements, site preparation work, and amenities necessary for the implementation and completion of the Redevelopment Project which will be the development of the land and improvements for the following uses:

Quadrant I. Omitted.

Quadrant II. Omitted.

Quadrant III. Mixed use structure consisting of senior housing and commercial/retail space. The uses are more specifically described in Article I herein and plans submitted by Redeveloper.

Quadrant IV. Omitted.

The Project costs are anticipated to be approximately as follows:

Quadrant I. To be determined by the Redeveloper.

Quadrant III \$14,000,000

Quadrant III. Omitted.

Quadrant IV. Omitted.

Project Improvements shall be consistent with Proposed Preliminary/Final Site Plan which will be attached hereto and made a part hereof.

“Property” means the land and improvements thereon listed on the tax map of the City of Vineland as:

Quadrant I. Omitted.

Quadrant II. Omitted.

Quadrant III Block 4201, Lots 1, 2, 3, 4, 5, 6 & 53.

Quadrant IV. Omitted.

“Public Improvements” means off site roadway improvements required by the Planning Board.

“Redeveloper” means Hans Lampart with his principal office located at 1873 Brookfield Street, Vineland, New Jersey.

“Redeveloper Covenants” is defined in Section 3.1 hereof.

“Redevelopment Agreement” means this Redevelopment Agreement between City and Redeveloper and any written amendments and supplements hereto. **Except as to Quadrant I, the prior Redevelopment Agreement between the parties is hereby terminated by the mutual consent of the parties. Except as to Quadrant I, the parties hereby release each other from any and all obligations under the prior Redevelopment Agreement, and waive any and all claims against each other that arise out of or are in any way related to the prior Redevelopment Agreement.**

“Redevelopment Area” shall mean all of the properties which comprise **Quadrant III** as defined in this Redevelopment Agreement.

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

“Redevelopment Plan” means so much of the Redevelopment Plan referenced in the recitals as pertains to **Quadrant III**.

“State” means the State of New Jersey.

“Temporary Certificate of Occupancy” means a “Temporary Certificate of Occupancy” as defined in the City of Vineland Code.

SECTION 1.2. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

- (a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Redevelopment Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associates, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.
- (e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.
- (f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time.
- (g) Unless otherwise indicated, any “fees and expenses” shall be required to be customary and reasonable.

ARTICLE 2 PROJECT CONTINGENCIES

Section 2.1 The Redeveloper’s obligations to perform hereunder shall be subject to the following contingencies related to the financing, land use approvals and/or environmental site conditions for the referenced portion(s) of the Project:

Quadrant I. Omitted.

Quadrant II. Omitted.

The New Jersey Housing and Mortgage Finance Agency (“NJHMFA”) shall approve no later than _____ the application by the Redeveloper and/or his Permitted Assigns for Project tax credits to facilitate the development and financing of the senior housing to be constructed in this **Quadrant III** hereunder. The Redeveloper agrees to cause a timely application(s) to be made to NJHMFA for those tax credits for calendar year _____, and to the extent not approved by NJHMFA for that year, again for calendar year _____.

Quadrant IV. Omitted.

The Redeveloper must have obtained all necessary permits and final non-appealable approvals for the Redevelopment not later than _____ from all regulatory agencies and boards having appropriate jurisdiction. In connection with those approvals, the Redeveloper must have also received by that date final non-appealable waivers and/or variances (as the case may be) of any stormwater runoff and on-site parking requirements otherwise applicable to the Redevelopment under the City’s land Use Ordinance.

The Redeveloper’s obligations to proceed hereunder are further contingent upon the results of a “due diligence” review by the Redeveloper of the environmental site conditions at each of the real properties to be acquired and/or developed hereunder. The Redeveloper shall have until _____ to complete this due diligence review. The City shall cooperate with the Redeveloper to the extent reasonably feasible to provide him and his professional consultants and/or agents access to, and known information regarding, each of the subject real properties to conduct that due diligence review and to perform any and all tests thereon which may be determined prudent by the Redeveloper in his sole and absolute discretion. The City shall also simultaneously assist the process of any environmental remediation required by regulatory agencies with appropriate jurisdiction by applying for available funding to facilitate that remediation provided there is no financial obligation to be incurred by the City. Should Redeveloper be reasonably dissatisfied with the results of the due diligence review, he shall notify the City in writing on or before _____, and his obligation to proceed hereunder shall thereupon terminate. **Under no circumstances shall the City be deemed to be the Responsible Party with respect to any environmental investigation, testing or remediation.**

**ARTICLE 3
GENERAL REPRESENTATIONS AND WARRANTIES**

SECTION 3.1. Representations and Warranties by Redeveloper. Redeveloper hereby represents and warrants the following to the City for the purpose of inducing the City to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof.

Redeveloper is an individual qualified to do business in the State of New Jersey.

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

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

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

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

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

There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (1) questions the authority of the Redeveloper to enter into the Redevelopment Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (2) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform its obligations pursuant to the terms of this Redevelopment Agreement.

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

Except as otherwise set forth herein, the Redevelopment Project shall be consistent with all information and statements included in any response previously made by the Redeveloper to the Request for Proposals, if any, for the Project, including the following responses/presentations:

- A. Proposal entitled "Landis Square" and corresponding City Council presentation.
- B. Supplemental Presentation entitled "Team Comparison."
- C. Schedule of Timelines entitled "Landis Square Timelines."
- D. Schedule of cost projections entitled "Landis Theatre Projections."
- E. Participation Commitments from New Jersey Community Capital, Enterprise Community Investment, Inc., Thrift Institutions Community Investment Corporation, Harvest Community Bank, Tri County Community Action Partnership.

F. Projected Costs Analysis dated February 1, 2007, entitled “Landis Square Development.”

Redeveloper acknowledges that the facts and representations contained in the information submitted by Redeveloper are a material factor in the decision of the City to enter into this Redevelopment Agreement.

Redeveloper estimates that the cost of the Project is approximately as follows:

| | |
|----------------------|---------------------------------------------|
| Quadrant I. | To be determined by the Redeveloper. |
| Quadrant III | \$14,000,000 |
| Quadrant III. | Omitted. |
| Quadrant IV. | Omitted. |

Redeveloper agrees that the cost and financing of the Project is the responsibility of Redeveloper, pursuant to the Redevelopment Plan and this Redevelopment Agreement. Except as provided herein, the City shall not be responsible for any cost whatsoever in respect to same.

Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.

The ownership structure of Redeveloper is set forth in Exhibit “B,” if applicable. Redeveloper shall at such times as City may request, furnish City with a complete statement subscribed and sworn to by the managing member of Redeveloper, setting forth all of the ownership interest of Redeveloper, or other owners of equity interests of Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in Redeveloper’s entity, their names and the extent of such interest.

SECTION 3.2. Representations and Warranties by City. City hereby represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

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

This Redevelopment Agreement is or shall be 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 Legal Requirements 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 instruments to which City is a party.

To the best of City's knowledge, there is no pending or threatened litigation that would prevent the City from performing its duties and obligations hereunder.

ARTICLE 4
REDEVELOPER COVENANTS; DECLARATION OF COVENANTS
AND RESTRICTIONS; CITY COVENANTS

SECTION 4.1. Redeveloper Covenants. Redeveloper covenants and agrees that (collectively, "Redeveloper Covenants"):

- (a) Redeveloper shall carry out the Project in accordance with the provisions of this Redevelopment Agreement and Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and Environmental Laws.
- (b) Redeveloper shall undertake with due diligence (1) the financing of the Project, (2) construction and development of the Project, (3) to begin and complete each item in the Project Schedule on or prior to the date set forth in the Project Schedule (and for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period), and (4) to seek, if applicable, tenants for some of the Project Improvements. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the same type and nature of the Project.
- (c) In the event Redeveloper wishes to materially change or modify the Project Improvements as set forth on "Exhibit D", City's written approval must be secured prior to development of the altered Project Improvements.
- (d) Redeveloper shall use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project including evidence satisfactory to the City that its use of the Project is in compliance with all Legal Requirements and Environmental Laws.
- (e) Upon completion of the development and construction of the Project, Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.
- (f) Redeveloper shall not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose or any damage to or destruction of the Project.
- (g) Redeveloper shall immediately notify the City of any material change in its financial condition from the information provided to the City by the Redeveloper

indicating Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the City's consideration in designating Hans Lampart/Eastern Pacific Development, as the Redeveloper.

- (h) Redeveloper shall make all payments in satisfaction of Redeveloper's financial obligations as set forth in this Redevelopment Agreement, including but not limited to the City's Costs.
- (i) Redeveloper shall not use the Property, Project Improvements, or any part thereof for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.
- (j) Redeveloper shall complete the Project or cause the Project to be completed at its sole cost and expense using any public and/or private resources that may be available; provided, however, that City shall in no way be obligated to provide such resources except as specifically provided herein.
- (k) Redeveloper shall 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 sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Redeveloper itself, or any Affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Property.
- (l) Redeveloper shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Property (or any part thereof) on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex of any person.
- (m) Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.
- (n) The City shall be entitled to copies of all reports, data, documents, correspondence, letters, drawings, prints, applications and other documents directly or indirectly related to this Project. Redeveloper shall advise City of all matters material to the completion of the Project.

SECTION 4.2. Declaration of Covenants and Restrictions. Redeveloper shall execute and record one or more Declaration of Covenants and Restrictions, approved by City ("Declaration") imposing on the Property (a) of the Redeveloper Covenants (b) those other matters indicated in this Redevelopment Agreement as to be included in the Declaration, and (c)

the provisions hereof relating to Transfers, all as may be limited by the rights of a Holder granted hereunder.

SECTION 4.3. Effect and Duration of Redeveloper Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in **Section 4.1** and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any part in possession or occupancy of the Property or any part hereof. The covenants shall terminate in accordance with **Section 5.13** upon the issuance of a Certificate of Completion.

SECTION 4.4. Enforcement by City. In amplification, and not in restriction, of the provisions of this **Article 4**, it is intended and agreed that City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Declaration shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether City has at any time been, remains, or is an owner of any land or interest thereof. City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other property proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled. Upon redevelopment of the Redevelopment Area and completion of the Project, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirement of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project or applicable portion thereof.

SECTION 4.5. City Covenants. City covenants and agrees that (collectively “City Covenants”):

- (a) City may enter into a Financial Agreement for payment in lieu of real estate taxes for the Project in the form attached as “Exhibit E.” **The Redeveloper agrees that the Property shall be assessed consistent with applicable law. Redeveloper understands that the Property must be assessed as of October 1 of the pretax year pursuant to N.J.S.A. 54:4-23. In light of the multi-year construction of the Project, any partial construction on the Property shall be assessed in a manner consistent with Legal Requirements for partial assessments. Redeveloper agrees that the City shall not be obliged to use the current assessed value of the Property (as of the Effective Date).**

ARTICLE 5 IMPLEMENTATION OF PROJECT

SECTION 5.1. Governmental Approvals. Attached hereto as “Exhibit F” is a list of all known Governmental Approvals that need to be obtained by Redeveloper in order to satisfy its obligations under the Redevelopment Agreement, their status and the estimated date of receipt. This list shall be updated as part of the Progress Reports. Redeveloper shall use diligent efforts to secure, or cause to be secured any and all Governmental Approvals and shall carry out the Project in conformance therewith. City shall fully cooperate with Redeveloper in obtaining the Governmental Approvals. City shall not waive any fees payable to City in connection with Governmental Approvals.

SECTION 5.2. Planning Board. Redeveloper shall apply for preliminary and final site plan approval by the Planning Board and conditions of such approvals shall become a part of this Redeveloper Agreement as part of Section 4.1, Redeveloper Covenant.

SECTION 5.3. Existence of Utilities. The parties acknowledge that local public utility providers may have certain rights with respect to the Property and may own certain facilities located therein. Redeveloper agrees that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Project as provided by this Redevelopment Agreement. Redeveloper shall consult local public utility providers with respect to all Property and construction, and shall take all reasonable customary precautions to prevent personal injury, property damage and other liabilities related to utilities above, at or under the Property.

SECTION 5.3.1 Sewer Connection Fees. New Jersey law permits a municipality that provides sewer service within the municipality to charge a connection fee or tapping fee in respect of each connection of any property with the sewerage system. Sewer service charge shall be calculated pursuant to the Laws governing the Landis Sewerage Authority.

SECTION 5.4. Environmental Obligations. Redeveloper shall undertake, perform and complete all environmental investigation, remediation, wetlands mitigation and other activities relative to drainage, stream encroachment and other activities at the property as necessary for fulfillment of its obligations under this Redevelopment Agreement.

SECTION 5.5. Improvements. If applicable, Redeveloper shall provide a maintenance bond in a form acceptable to the City guaranteeing that any required offsite improvements when completed will remain in compliance with the Land Use Plan for a period of two (2) years following the date of dedication. All contractor warranties for Improvements shall be assigned to the City or enforced by Redeveloper on behalf of the City.

SECTION 5.6. Public Improvements. If applicable, the Public Improvements shall be performed by the Redeveloper in accordance with Public Construction Agreement at his sole cost and expense.

SECTION 5.7. Project Parking. All off street parking developed as part of the Project shall be privately owned and maintained.

SECTION 5.8. Condition of Site. After Commencement of Construction of the Project, Redeveloper shall keep the Property free from any substantial accumulation of debris or waste materials and shall maintain in good condition any landscaping and amenities required under the final site plan. Redeveloper shall not remove any existing trees on the Property without approval from the Engineering Department of the City of Vineland and only for cause.

SECTION 5.9. Neighborhood Impacts. Redeveloper acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity of the Project. Although it is anticipated that the Project will provide many positive effects on the community, it is also recognized that it may result in some temporary inconveniences during the time that construction takes place and for a short time thereafter. Therefore, Redeveloper shall take all steps that are reasonably necessary in order to minimize any potential negative effects that construction of the Project may produce.

SECTION 5.10. Traffic. Redeveloper and City agree that the direction, flow and amount of traffic in and around the Property is an issue to be addressed during the construction of the Project as well as after its completion. Traffic plans shall be as approved in the preliminary and final site plan pursuant to Planning Board Resolutions. Redeveloper shall exert reasonable efforts to minimize the traffic effects of the Project upon the surrounding neighborhoods.

SECTION 5.11. Occupancy Permit. Redeveloper shall, upon the completion of construction of the Project, obtain all required occupancy permits and authorizations from appropriate authorities, if any be required, authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

SECTION 5.12. Certificate of No Default. At the Redeveloper's or the City's request, City or the Redeveloper, as the case may be, shall deliver to the other a certificate to the effect that they are not aware of any condition, event or act that constitutes a violation of this Redevelopment Agreement or that would constitute an Event of Default hereunder and no condition, event or act exists that, with notice of lapse of time, or both, would constitute such a violation, or Event of Default, or if any such condition, event or act exists, specifying the same.

SECTION 5.13. Certificate of Occupancy and Certificate of Completion. Upon completion of any portion of construction in accordance with the Governmental Approvals and Legal Requirements, the Redeveloper shall apply to the appropriate governmental office or body for a Certificate of Occupancy for that portion of the Project. Following the issuance of the **Certificate of Occupancy** and the satisfaction of terms and conditions of this Redevelopment Agreement, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Redevelopment Agreement and has completed construction of such portion of the Project in accordance with the requirements of this Redevelopment Agreement. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants in this Redevelopment Agreement and the

Redevelopment Plan with respect to the obligations of the Redeveloper to construct such portion of Project within the dates for the completion of same. Within 30 days after written request by Redeveloper, the City shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete such portion of Project in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Redeveloper to be entitled to the Certificate of Completion.

SECTION 5.14. Project Schedule Violations. If Redeveloper fails to meet a Completion Date and is notified of same in writing by City, or Redeveloper conclusively determines between progress meetings that it will fail to meet a Completion Date, Redeveloper shall promptly provide written notice to City stating: (a) the reason for the failure to complete the applicable task, (b) Redeveloper's proposed method for correcting such failure, (c) Redeveloper's schedule for completing such task, and (d) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant Completion Dates. This Section shall not in any way limit the rights of City under Articles 10 and 11 herein.

SECTION 5.15. Prohibition Against Suspension, Discontinuance or Termination. The Project Schedule shall control the progress and completion of the Project. Redeveloper will diligently adhere to the Completion Dates set forth in the Project Schedule subject only to relief resulting from (a) the occurrence of an event of Force Majeure, and (b) an Event of Default by City that has a material adverse effect on the ability of Redeveloper to adhere to the Project Schedule (each of the foregoing, a "Tolling Event").

SECTION 5.16. Tolling Events. Redeveloper shall not suspend or discontinue its performance of its obligations under this Redevelopment Agreement or terminate this Redevelopment Agreement (other than in the manner provided for herein) for any reason other than a Tolling Event, but only to the extent and for the period of time that such performance is limited or prevented as a direct result of such occurrence.

SECTION 5.17. Project Team. A comprehensive list of the names, addresses and phone numbers of all individuals who will comprise Redeveloper's "Project Team" including, but not limited to, those individuals who will be directly responsible for managing the Project design, approvals and construction, are set forth on Exhibit G. Redeveloper shall provide notice to City of any changes in the representatives on the Project Team. Further, all individuals named as Participants shall be part of the Project Team.

SECTION 5.18. Execution of Documents. Redeveloper shall, in order to effectuate the purposes of this Redevelopment Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Project in accordance with all necessary Governmental Approvals.

SECTION 5.19. Compliance with Redevelopment Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors

engaged by Redeveloper or any of Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.

SECTION 5.20. Cooperation. Both parties shall fully cooperate with each other as necessary to accomplish the Project, including entering into additional agreements that may be required, provided, however, that such actions shall not result in a material increase in the parties' respective obligations hereunder or material decrease in the parties' respective rights hereunder.

SECTION 5.21. Term. This Redevelopment Agreement shall become effective upon its execution by the parties hereto, and shall remain in full force and effect from such date until the Project has been implemented and completed, as evidenced by the issuance of the final Certificate of Completion, in accordance with the terms of this Redevelopment Agreement, the Redevelopment Plan and the requirements of the approved final site plan and any other Governmental Approvals.

ARTICLE 6 ACQUISITION OF PROPERTY

SECTION 6.1. Paragraph 1 Omitted.

All properties which are the subject of this Agreement shall be acquired by Redeveloper who shall negotiate with all owners in good faith. After good faith negotiations have taken place in accordance with NJSA 20:3-1 et seq. and 40A:12-(1) et seq., City Council **may consider, in its sole discretion,** acquisition by exercising eminent domain in the name of the City of Vineland as the Redevelopment Entity. **The parties understand that Block 4201, Lot 1 and Block 4201, Lot 2 cannot be acquired through the exercise of eminent domain.**

SECTION 6.2. Tax Assessments and Tax Abatements. Redeveloper and the Permitted Assignees shall be entitled to apply for tax abatements pursuant to NJSA 40A:21-10 et seq., provided Redeveloper has complied with all of the terms and conditions contained in the statute made and provided. The Payment in Lieu of Tax Agreement shall be in a form as attached hereto and marked "Exhibit E."

SECTION 6.3. Type of Deed. Omitted.

ARTICLE 7 PROJECT OVERSIGHT

SECTION 7.1. Progress Reports. Redeveloper shall submit to City a detailed quarterly written progress report ("Progress Report") (or more frequent Progress Reports, if requested by City) which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other

activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed. The Project Engineer shall provide the City with copies of any final Governmental Approvals when they are received.

SECTION 7.2. Submissions and Presentations to City. Redeveloper shall be required to provide City with a copy of each and every application for Governmental Approvals submitted to Government Bodies at the same time those applications are submitted to same. Prior to its submission of any site plan application, Redeveloper shall be available to make a presentation to City of such application and shall take into consideration reasonable comments of City.

ARTICLE 8 TRANSFERS

SECTION 8.1. Prohibition Against Transfers. Redeveloper recognizes the importance of the Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the City in entering into this Redevelopment Agreement. Except with regard to Permitted Assignees, the City considers that any act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in Control of Redeveloper or the degree thereof, is for practical purposes a Transfer or disposition of the Project then owned by Redeveloper. Redeveloper recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with Redeveloper for the faithful performance of all undertaking and covenants to be performed by Redeveloper hereunder. The identity of the Redeveloper and its qualifications are critical to the City in entering into this Redevelopment Agreement.

SECTION 8.2. Redeveloper Covenants. Redeveloper covenants and agrees that:

- (a) Except for Permitted Transaction, as defined below, prior to the issuance of a Certificate of Completion, Redeveloper shall not (i) assign or attempt to assign this Redevelopment Agreement or any rights herein or in the Property, or (ii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Property or the Project Improvements (collectively a "Transfer"), provided, however, that these restrictions shall not apply as to a portion thereof, following the issuance of a Certificate of Completion for such portion thereof.
- (b) The following transactions are exceptions to the prohibition set forth in the previous subparagraph and shall not require prior approval by City ("Permitted Transactions"), the written consent of City to such transfers being deemed given hereby provided notice of same is given to City: (1) a mortgage or mortgages for the purposes of financing the Project Costs associated with, or incurred in connection with, the acquisition of the Property or the development and construction of the Project, provided that the occurrence of an Event of Default as to Redeveloper hereunder constitutes an event of default by Redeveloper under the loan documents documenting such financing; (2) any lease, option agreement or contract

of sale for all or any portion of the Project with occupancy of the relevant portion of the Project; (3) utility and other development easements; and (4) assignments to Permitted Assigns.

SECTION 8.3. Notice of Permitted Transactions. With respect to any Permitted Transaction (except as described in Section 8.2 (b), Redeveloper shall provide to City written notice at least fifteen (15) days prior to such Permitted Transaction, including a description of the nature of such Permitted Transactions, and the name(s) and address(es) of the parties and any parties, individuals and/or entities comprising such parties.

SECTION 8.4. Transfers Void. Any transfer of Redeveloper's interest in violation of this Redevelopment Agreement shall be an Event of Default of Redeveloper and shall be null and void ab initio. Such Event of Default shall entitle City to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by City, no such sale, transfer, conveyance or assignment of the Property or Project Improvements, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, City shall be entitled to the ex parte issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of City in connection with any such legal action. Upon the recording of the Declaration in the Office of the Cumberland County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens. Upon **the recording of the** Certificate of Completion, the provisions of the Declaration set forth in this Article shall be deemed terminated for the relevant portion of the Project and the Declaration shall so state.

ARTICLE 9 FINANCIAL OBLIGATIONS & PERFORMANCE GUARANTY

SECTION 9.1. Redeveloper's Financial Commitment. Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to implement and complete the Project.

SECTION 9.2. Redeveloper Performance Guaranty. **Redeveloper acknowledges that no construction shall commence on Quadrants III prior to the completion of the repairs to the Landis Theater and Mori's on Landis in Quadrant I, as more specifically described in the recitals and in Article I,** without the prior written consent of City in its discretion and that said consent shall only be given Redeveloper upon presentation of a Performance Bond acceptable to the City to assure the faithful performance of the completion of all of the **required repairs to the buildings in Quadrant I.** Said Performance Bond shall include a provision that said bond shall not be revoked or repealed by the surety company for any reason whatsoever. The Performance Bond shall further contain no provisions or conditions which would impair the right of the City to demand and to receive the payment of the amount remaining on the Performance Bond upon a determination that the Redeveloper has failed to perform the **required repairs.** The delivery of a

certified copy of a Resolution adopted by the City Council determining that the Redeveloper has failed to perform in accordance with the Specifications and demanding payment under the terms of the Performance Bond shall be sufficient to require the payment under the Performance Bond. Agents of bonding companies which write bonds for the performance of this contract shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing the agent's authority to execute the particular type of bond to be furnished

SECTION 9.3. City Costs. Redeveloper shall establish an escrow account with the City for the funding of all out-of-pocket costs incurred by City in connection with the Project ("City Costs"). City Costs shall include, but not be limited to any fees and costs of any professional consultant, contractor or vendor retained by City to complete due diligence with respect to the terms of the Redevelopment Agreement between the parties and for legal fees in completing such due diligence and in preparing documentation necessary to memorialize the agreements of the parties including attorneys, and financial consultants, among others, and all out-of-pocket costs and expenses of City.

SECTION 9.4. Escrow for City Costs. Redeveloper shall immediately deposit with the City the amount of Two Thousand Five Hundred (\$2,500.00) Dollars to be maintained in a separate account by City and to be drawn down by City to cover City Costs. City shall provide Redeveloper with invoice(s) setting forth City Costs incurred by City that will be drawn at least fifteen (15) days prior to the date of the draw. Redeveloper will have the opportunity to object to the reasonableness of charges or invoice submitted for payment within that fifteen (15) day period. Within fifteen (15) days of the receipt by Redeveloper of written notice from City that the amount in the escrow account has decreased to fifty percent (50%) of the original deposit, Redeveloper shall replenish the escrow account with the City to equal the original deposit. If the City Costs incurred by City exceed the amount in the escrow account, Redeveloper will pay such costs upon fifteen (15) days written notice from City that such costs are due. The escrow shall be maintained and administered in accordance with the provision of N.J.S.A. 40:55D-53.1, 53.2 and 53.3.

SECTION 9.5. Governmental Approval Fees. Redeveloper shall pay all fees for permits required by the City (in accordance with standard fees provided in the City's ordinances) and any other Governmental Body for the construction and development of the Project (except for those permits required to construct the Public Improvements, such exception not to include extension, connection, user or service fees). Redeveloper shall pay all other permit fees, which include any permit fees payable by the City or Redeveloper to all required Governmental Bodies other than the City, or for which the City is required to reimburse other Governmental Bodies or is required to pay other third party contractors retained by or on behalf of the City to perform services that the City would otherwise be required to perform itself. City shall use reasonable efforts to determine the amounts of such costs referenced in the preceding sentence and given Redeveloper prior notice thereof.

SECTION 9.6. Anticipated UEZ Loan. It is anticipated that the Redeveloper shall apply for Economic Development Assistance through the Enterprise Zone Development Corporation of Vineland and Millville. The Redeveloper acknowledges that said loan shall be secured by a First Purchase Money Mortgage, however, in the event that same is precluded by NJHMFA for the

loan shall be secured by a Second Priority Mortgage thereon subordinate only to that of NJHMFA. In no event shall the UEZ mortgage be subordinate to any other mortgage encumbering the real properties in Quadrant I.

SECTION 9.7. City Declaration of Event of Default. Redeveloper's performance of its obligations under this Section shall not, however, limit the rights of City to declare the occurrence of an Event of Default hereunder in accordance with the terms hereof.

ARTICLE 10 INDEMNIFICATION; INSURANCE

SECTION 10.1. Redeveloper Indemnification.

Redeveloper covenants and agrees, at its sole expense, to pay and to indemnify, protect, defend and hold the City Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees, disbursements, and court costs) of every kind, character and nature arising out of, resulting from or in any way connected with the acquisition, condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing, leasing or sale of the Property or the Project, including but not limited to, the death of any person or any accident, injury, loss, and damage whatsoever caused to any person or to the property of any person that shall occur on the Property and that, with respect to any of the foregoing, are related to or resulting from any negligence or willful misconduct of Redeveloper, its agents, servants, employees or contractors.

With respect to any interest in the Property acquired by Redeveloper, Redeveloper shall defend, protect, indemnify and hold harmless the City Indemnified Parties, from any claims, liability, injury, damages, costs, claims, actions and expenses (including, without limiting the generality of the foregoing, the cost of any required investigation and remediation of any environmental conditions, and the cost of attorneys fees) which may be sustained as the result of any environmental conditions on, in, under or migrating to or from the Property acquired, to the extent any such liability attaches to the City Indemnified Parties as a result of this Redevelopment Agreement or activities performed by Redeveloper or its contractors pursuant to this Redevelopment Agreement, including without limitation claims against the City Indemnified parties by any third party (the "Environmental Indemnity"), except for claims alleged to be caused by the City prior to the Commencement Date of this Redevelopment Agreement. In any situation in which the City Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the City Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the City Indemnified Parties, unless such failure to give prompt notice materially impairs Redeveloper's ability to defend. Upon receipt of such notice, Redeveloper shall resist and defend any action or proceeding on behalf of the City Indemnified Parties, including the employment of counsel reasonably acceptable to the City Indemnified Parties, the payment of all expenses and the right to negotiate and consent to settlement. All of the City Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the Indemnified Party unless the employment of such

counsel is specifically authorized by Redeveloper which authorization shall not be unreasonably withheld or delayed, provided, however, that if the defense of such action is assumed by Redeveloper's insurance carrier, employment of such separate counsel by the City Indemnified Parties shall be at the sole discretion of such carrier. Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of Redeveloper or if there is a final judgment against Redeveloper in any such action, Redeveloper shall indemnify and hold harmless the City Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the City Indemnified Parties are entitled to indemnification hereunder.

SECTION 10.2. Survival of Indemnity. The provisions of this Article 9 shall survive the termination of this Redevelopment Agreement due to an Event of Default, provided, however, that such indemnity shall be binding on Redeveloper itself, each successor in interest to the Project, the Property, 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 title to, or an interest in, or possession or occupancy of the Property, the Project Improvements or any part thereof.

SECTION 10.3. Insurance Required.

Prior to any acquisition of any Property by Redeveloper, Redeveloper shall furnish or shall cause to be furnished, to City, duplicate originals of commercial general liability insurance, insuring Redeveloper against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the Property or related to the construction thereof, including claims made by subcontractor personnel, in the amounts set forth in Items 1 and 2 of Exhibit H. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the City as an additional insured and to provide that such coverage shall be primary and that any insurance maintained by the City shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the City.

Builder's risk insurance for the benefit of Redeveloper (subject to the interests of any Holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be as set forth in Exhibit I, including items of labor and materials, whether in or adjacent to the structure(s) insured, connected therewith, and materials in place or to be used as part of the permanent construction of the Project.

Redeveloper shall also furnish or cause to be furnished to City evidence satisfactory to City that Redeveloper and any contractor with whom it has contracted for the construction of the Project carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for City.

Redeveloper shall also obtain comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with at least the following limits of liability: Bodily Injury Liability and Property Damage Liability – \$1,000,000.00 combined single limit per occurrence.

All insurance policies required by this section shall be obtained from insurance companies licensed in the State of New Jersey and rated at least A+ in Best's Insurance Guide. All insurance policies required hereunder shall be kept in force until a final Certificate of Completion is issued.

All insurance policies required by this Section shall be non-assessable and shall contain language to the effect that (i) the policies are primary and non-contributing with any insurance that may be carried by the City, (ii) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to City, and (iii) City shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to City.

Notwithstanding the above, the Redeveloper shall be permitted to self-insure any insurance obligation pursuant to this Section and Exhibit I which would be applicable to the Redeveloper. The obligation of the Redeveloper as self-insurer to the City shall be the same as if the Redeveloper provided the insurance required pursuant to this Section and Exhibit I.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

SECTION 11.1. Event of Default. Any one or more of the following events shall constitute an Event of Default hereunder, unless such event results from the occurrence of (i) a Tolling Event (in the case of an alleged Event of Default of Redeveloper) or (ii) Event of Default by Redeveloper or occurrence of event of Force Majeure (in the case of an alleged Event of Default of City):

(1) Failure of Redeveloper or City to observe and perform any covenant, condition or agreement in this Redevelopment Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred (120) days after such written notice.

(2) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets;

(3) A custodian shall have been legally appointed with or without consent of Redeveloper;

(4) Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law;

(5) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding;

(6) A petition in bankruptcy shall have been filed against Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days;

(7) An order for relief shall have been entered with respect to or for the benefit of Redeveloper or Guarantor under the United State Bankruptcy Code;

(8) An order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or Redeveloper shall have suspended the transaction of its usual business.

(9) Redeveloper shall materially default in or violate its obligations with respect to the design, development and construction of the Project in accordance with this Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals or Legal Requirements, including but not limited to failure to comply with the Commencement of Construction and Completion of Construction or shall abandon or substantially suspend construction work (unless such suspension arises out of a delay set forth in [Section 11.2](#) hereof), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the City to do so.

(10) (a) The passage of ninety (90) days following the filing of a complaint in foreclosure if such complaint has not been stayed or discharged or (b) the issuance of a deed in lieu of foreclosure for any financing in connection with the Project.

(11) Redeveloper or its successor in interest (except for third parties to which a portion of the Project has been conveyed in the ordinary course of business) shall fail to pay any real estate taxes or assessments on any real property or any part thereof owned by it in the City when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to City made for such payment, removal, or discharge, within sixty (60) days after written demand by City to do so.

(12) Redeveloper implements a Transfer in violation of this Redevelopment Agreement.

SECTION 11.2. Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the parties to this Redevelopment Agreement; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement (“Force Majeure”):

- (a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of a public enemy, war, terrorism, blockade, insurrection, 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 landslide, fire, explosion, flood or release of nuclear radiation not created by an act or omission of either party hereto;
- (c) The order, judgment, action or inaction and/or determination of any Governmental Body (other than City when acting in conformance with this Redevelopment Agreement) with jurisdiction within the City, excepting decisions, interpreting federal, state and local tax laws generally applicable to all business taxpayers, adversely affecting the construction 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 to this Redevelopment Agreement relying thereof 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 other Governmental Approval, provided, however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party. Delay in issuance of a Governmental Approval resulting from Redeveloper’s failure

to make an administratively complete submission for a Governmental Approval shall not be an event of Force Majeure;

- (e) Strikes or similar labor action by contractors, subcontractors, vendors, equipment manufacturers, suppliers of material and/or transporters of same;
- (f) Acts or omissions of the other party, except in conformance with this Redevelopment Agreement, or, as to Redeveloper, acts or omissions of City;
- (g) The parties hereto acknowledge that the acts, events or conditions set forth in Paragraphs (a) through (f) above are intended to be the only acts, events or conditions that may (upon satisfaction of the conditions specified above) constitute Force Majeure. Notice by the party claiming such extension shall be sent to the other party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure that affects part of the Project, Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an act of Force Majeure shall not prevent a party from declaring the occurrence of any Event of Default by the party relying on such Force Majeure provided that the event that is the basis of the Event of Default is not a result of the Force Majeure. Except for act or acts of Force Majeure resulting from acts or omissions of City, all act or acts of Force Majeure will be deemed to have ceased to exist as of a date eighteen (18) months from its initial occurrence.

SECTION 11.3. Remedies of the **City and** Redeveloper Upon Event of Default Prior to Redeveloper's Acquisition of Property.

- (a) Remedy. Except as may otherwise be provided in this Redevelopment Agreement, in the event of an Event of Default by the City prior to the acquisition of the Property by Redeveloper, Redeveloper's remedy shall be to seek specific performance of this Agreement and/or to terminate this Redevelopment Agreement and/or to be reimbursed for out of pocket expenses, including all Project Costs and Public Improvement expenses incurred by the Redeveloper prior to the date of default.
- (b) Remedies in the Event of Termination of Redevelopment Agreement. In the event that this Redevelopment Agreement is terminated by Redeveloper pursuant to the preceding paragraph, City shall terminate the Redeveloper's designation as the redeveloper of the Project. The City shall reimburse Redeveloper all of the costs and/or damages (including reasonable counsel fees) incurred by Redeveloper on account of the default of the City. Redeveloper shall have the right to any and all funds of the Redeveloper in the hands of the City at the time of such default and termination.

(c) Remedies of the City in the Event of Default by the Redeveloper prior to Acquisition of the Properties in Quadrant III.

In the event that, prior to the acquisition of the properties in Quadrant III by the developer or through eminent domain, an Event of Default by Redeveloper occurs, then City may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Redevelopment Agreement, including the seeking of damages, including but not limited to, all reasonable costs and expenses incurred by City in connection with this Agreement, and including legal fees and related expenses incurred by the City.

SECTION 11.4. Remedies of City Upon Events of Default After Acquisition of Property by Redeveloper.

- (a) In the event that, subsequent to the acquisition of **the properties in Quadrant III by the developer or through eminent domain**, and prior to the issuance of the final Certificate of Completion for the Project, an Event of Default by Redeveloper occurs, then City may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Redevelopment Agreement, including the seeking of damages, **including but not limited to, all reasonable costs and expenses incurred by City in connection with this Agreement, and including legal fees and related expenses incurred by the City.**

SECTION 11.5. Remedies of Redeveloper Upon Events of Default by City After Acquisition of Property by Redeveloper.

- (b) In the event that, subsequent to the acquisition of the Property and prior to the issuance of the final Certificate of Completion for the Project, an Event of Default by City occurs, then Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the city, as applicable, under this Redeveloper Agreement, including the seeking of damages.
- (c) Upon the occurrence of an Event of Default by City subsequent to the acquisition of the Property, City shall make payment to Redeveloper for all damages caused to the Redeveloper, including but not limited to loss of profit and all reasonable costs and expenses incurred by Redeveloper,

including but not limited to legal fees and related expenses incurred by Redeveloper in connection with the Project and the Redeveloper's actual costs associated with the Project, including land acquisition, engineering, planning, site improvement, construction, marketing and other development cost paid for by the Redeveloper.

SECTION 11.6. Specific Performance. If an Event of Default occurs, or a party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Redevelopment Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to City or the Redeveloper and that money damages may not provide an adequate remedy thereto.

SECTION 11.7. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

SECTION 11.8. Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

SECTION 11.9. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement.

SECTION 11.10. Litigation Costs. In the event that a party to this Redevelopment Agreement successfully pursues an action to enforce any remedy provided in this Article, that party shall be entitled to payment by the other party of all reasonable costs and expenses incurred in connection with such action **including reasonable attorney fees.**

SECTION 11.11. Mitigation. The parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

SECTION 11.12. Survival beyond Termination. The Provisions of this Article shall survive the termination of this Redevelopment Agreement as a result of an Event of Default by Redeveloper.

ARTICLE 12 ADDITIONAL TERMINATION RIGHTS

SECTION 12.1. This Redevelopment Agreement shall terminate upon notice by City to Redeveloper of its decision to so terminate, notwithstanding the occurrence of an event of Force Majeure, the occurrence of a Tolling Event or the absence of the existence of an Event of Default, if (1) on or before three (3) months from the execution of the Redevelopment Agreement, Redeveloper fails to make application for all Governmental Approvals or (2) Redeveloper fails to complete the Project or any part thereof in accordance with the Completion Dates, Exhibit "C" herein.

- (a) Nothing in this Section 12.1 shall prevent City from declaring that an Event of Default by Redeveloper hereunder has occurred nor from pursuing any of its other remedies hereunder.

ARTICLE 13 MISCELLANEOUS

SECTION 13.1. Notices. Formal notices, demands and communications between City and Redeveloper shall be deemed sufficiently given if dispatched to the address set forth below by registered or certified mail, postage prepared, return receipt requested, and shall be deemed delivered upon receipt. Notices may also be sent by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

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

If to Redeveloper:

Hans Lampart
1873 Brookfield Street
Vineland, New Jersey 08361
cc: Charles Gabage, Esquire
1179 East Landis Avenue
Suite A
Vineland, New Jersey 08360

If to the City:

Department of Law, City of Vineland
640 Wood Street
Vineland, New Jersey 08360
cc: Mayor, City of Vineland

SECTION 13.2. Non-Liability of Officials and Employees of City. No member, official or employee of City shall be personally liable to Redeveloper, or any successor in interest, in the

event of any default, breach by City, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 13.3. Non-Liability of Officials and Employees of Redeveloper. No member, officer, shareholder, director, partner or employee of Redeveloper shall be personally liable to City, or any successor in interest, in the event of any default or breach by Redeveloper or for any amount which may become due to City, or its successor, on any obligation under the terms of this Redevelopment Agreement.

SECTION 13.4. Provisions Not Merged with Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Property from Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 13.5. No Consideration for Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or officials of the City, any money or other consideration for or in connection with this Redevelopment Agreement.

SECTION 13.6. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors and administrators.

SECTION 13.7. Exhibits and Schedules. All Exhibits and Schedules attached hereto and/or referred to in this Redevelopment Agreement are incorporated herein as though set forth in full.

SECTION 13.8. Title of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 13.9. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 13.10. Enforcement by City. It is intended and agreed that City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or

for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of City for the entire period during which such agreements and covenants shall be in force and effect. City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

SECTION 13.11. Enforcement by Redeveloper. It is intended and agreed that Redeveloper and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Redeveloper for the entire period during which such agreements and covenants shall be in force and effect. Redeveloper shall have the right, in the event of any breach of any such agreement or covenants, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

SECTION 13.12. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 13.13. Execution of Counterpart. This Redevelopment Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

SECTION 13.14. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 13.15. Time Period for Notices. All notices to be given hereunder shall be given in writing in conformance with **Section 13.1** hereof, and, unless a certain number of days is specified, within a reasonable time.

SECTION 13.16. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of City and Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of City and Redeveloper. The waiver by either party of a default or of a

breach of any provision of this Redevelopment Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 13.17. Conflict of Interest. No member, official or employee of the City shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement which is prohibited by law.

SECTION 13.18. Governing Law/Venue/ Jurisdiction/Waiver of Jury Trial. This Redevelopment Agreement has been negotiated by the parties and executed and delivered in the State of New Jersey. This Redevelopment Agreement shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Cumberland, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Redevelopment Agreement, enforcement of this Redevelopment Agreement, or any other matter arising therefrom. The parties hereby expressly submit, and consent, in advance, to such jurisdiction in any action or proceeding commenced by the other party in such Court and expressly waives any right that may otherwise exist to a trial by jury

SECTION 13.19. Withholding of Approvals. All approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld or delayed unless specifically stated otherwise.

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

WITNESS:

REDEVELOPER

HANS LAMPART

Execution Date: _____

WITNESS:

**THE CITY OF VINELAND, by its Governing
Body, VINELAND CITY COUNCIL**

By: _____

Name: _____

Title _____

Execution Date: _____

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EXHIBIT "A"
REQUEST FOR PROPOSAL

EXHIBIT "B"
OWNERSHIP STRUCTURE OF REDEVELOPER

EXHIBIT "C"
COMPLETION DATE

QUADRANT I

| | |
|-------------------------------------------|------------------------------|
| 18438. Preliminary demolition and cleanup | August - September, 2007 |
| 18439. Physical Survey | September - October, 2007 |
| 18440. Create Advisory Board | September, 2007 |
| 18441. Complete Architectural Plans | October - December, 2007 |
| 18442. Structural/Mechanical Plans | October - December, 2007 |
| 18443. Environmental Review | September - December, 2007 |
| 18444. Historical Review | September - November, 2007 |
| 18445. Financing Applications | November, 2007 - March, 2008 |
| 18446. Preliminary/Final Site Plan Review | March, 2008 |
| 18447. Final Site Plan Approval | July, 2008 |
| 18448. Begin Construction | April, 2008 |
| 18449. Complete Construction (CO/TCO) | July, 2009 |
| 18450. Complete Tenant Improvement | September - October, 2009 |

QUADRANT II

| | |
|-------------------------------------------|---------------------------------|
| 18523. Physical Therapy | October, 2007 |
| 18524. Negotiate Land Purchase | October, 2007 |
| 18525. Environmental Review | September - December, 2007 |
| 18526. Preliminary/Final Site Plan Review | December, 2007 - March, 2008 |
| 18527. Architectural Plans Completed | November, 2007 - February, 2008 |
| 18528. Process Diocese Approvals | February, 2008 - May, 2008 |
| 18529. Final Site Plan Approval | April - May, 2008 |
| 18530. Demolition Existing Structures | August, 2008 |
| 18531. Begin Construction | September, 2008 |
| 18532. Complete Construction | October, 2009 |

QUADRANT III

| | |
|----------------------------------------------------------------|----------------------------------|
| 18608. Obtain Appraisals on all Properties | October - December, 2007 |
| 18609. Physical Survey | November, 2007 |
| 18610. Environmental Review | October, 2007 - March, 2008 |
| 18611. Negotiate Land Purchase | January, 2008 - July 2008 |
| 18612. Preliminary/Final Site Plan Review | January, 2009 |
| 18613. Preliminary Architectural | September, 2008 - February, 2009 |
| 18614. Marketing Study | September - October, 2008 |
| 18615. Financing Application for Retail/ Commercial Portion | September - October, 2008 |
| 18616. Prepare/Submit Financial Applications | September - November, 2008 |

| | |
|-------------------------------------------|--------------------------------------------------|
| 18617. Complete Site Plan Approvals | April, 2009 |
| 18618. Re-Submit Application | July, 2009 (Re-application in 2010 as necessary) |
| 18619. Complete Architectural Plans* | November, 2009 - February, 2010 |
| 18620. Underwrite Financing* | February, 2010 - May, 2010 |
| 18621. Demolition of Existing Structures* | May, 2010 |
| 18622. Begin Construction* | June, 2010 |
| 18623. Complete Construction* | May, 2011 |

*** These deadlines will be moved to the equivalent periods the following year should re-application be required by NJHMFA during 2010 because the desired tax credits were not obtained during 2009.**

QUADRANT IV

| | |
|--------------------------------------------------|--------------------------------------------------|
| 18693. Obtain Appraisals on all Properties | October - December, 2007 |
| 18694. Physical Survey | November, 2007 |
| 18695. Negotiate Land Purchase | October - November, 2007 |
| 18696. Preliminary/Final Site Plan Review | January, 2008 - April, 2008 |
| 18697. Preliminary Architectural | October, 2007 - March, 2008 |
| 18698. Marketing Study | September - October, 2007 |
| 18699. Prepare Application | October - December, 2007 |
| 18700. Submit Application | December, 2007 |
| 18701. Re-submit Application | July, 2008 (Re-application in 2009 as necessary) |
| 18702. Complete Site Plan Approvals* | August - September, 2008 |
| 18703. Financing Application for Retail Portion* | October, 2008 |
| 18704. Complete Architectural Plans* | August - October, 2008 |
| 18705. Underwrite Financing* | January, 2009 - May, 2010 |
| 18706. Demolition of Existing Structure* | May, 2009 |
| 18707. Begin Construction* | June, 2009 |
| 18708. Complete Construction* | May, 2010 |

*** These deadlines will be moved to the equivalent periods the following year should re-application be required by NJHMFA during 2010 because the desired tax credits were not obtained during 2009.**

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EXHIBIT "D"
PROJECT IMPROVEMENT

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EXHIBIT "E"
PILOT AGREEMENT

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EXHIBIT "F"
GOVERNMENT APPROVALS

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EXHIBIT "G"
PROJECT TEAM

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EXHIBIT "H"
CONTRACT OF SALE

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EXHIBIT "I"
INSURANCE AND BOND REQUIREMENT