

CITY OF VINELAND

RESOLUTION NO. 2018-_____

RESOLUTION AUTHORIZING THE EXECUTION OF AN EIGHTH AMENDMENT TO THE REDEVELOPMENT AND PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY COUNCIL OF THE CITY OF VINELAND AS THE REDEVELOPMENT ENTITY AND LANDIS SENIOR URBAN RENEWAL PARTNERS LLC

WHEREAS, the City and the Redeveloper, and or its predecessor, Hans Lampart, have executed a Redevelopment and Participation Agreement dated January 15, 2008 (Agreement), together with 7 amendments to that Agreement (collectively referred to as the Redevelopment Agreement) concerning the redevelopment of certain property within the City of Vineland, originally including, among other property, Block 3022, Lot 9 on the tax map of the City of Vineland formerly known as block 454 Lot 8 as part of the Redevelopment Area as defined by the Redevelopment Agreement; and

WHEREAS, Hans Lampart has heretofore utilized his wholly owned New Jersey Limited Liability Company, Eastern Pacific Development LLC as the development entity as permitted in the Agreement, however has since and in accordance with the Fifth Amendment to the Agreement, assigned such rights and responsibilities to Landis Senior Urban Renewal Partners, LLC; and

WHEREAS, due to excessive costs for the acquisition of Block 3022 Lot 9 at the time of the execution of the original Redevelopment and Participation Agreement, acquisition of Lot 9 was abandoned and removed from a requirement in the Fourth Amendment to the Redevelopment Agreement; and

WHEREAS, the parties have agreed to re-include Block 3022 Lot 9 into the Redevelopment Agreement and to further add as part of the Redevelopment Agreement, Block 3022 Lots 3, 4, 5, 10 and 11 further defined as a portion of Quadrant I of the Redevelopment Agreement, presently owned by the City of Vineland; and

WHEREAS, the parties agree that, and in accordance with “Permitted Assignees” as defined in the Agreement, the Redeveloper may assign the specific plans for each Quadrant unto a separate entity, while not relieving the Redeveloper of its responsibilities; and

WHEREAS, and in accordance with the Agreement, Quadrant II has been assigned by the Redeveloper to Landis Senior Urban Renewal Partners LLC, subject to and in accordance with Paragraph 1 of the Fifth Amendment to the Agreement; and

WHEREAS, Landis Senior Urban Renewal Partners is not intended upon being the Redeveloper for all of the project, but only Quadrant II and Hans Lampart and Eastern Pacific Development LLC wish to remain the Redeveloper for Block 3022 Lots 3, 4, 5, 9, 10, and 11, and further wishes to assign as a Permitted Assignee the redevelopment of Block 3022 Lots 3, 4, 5, 9, 10 and 11 to a new wholly owned single purpose entity to wit 818 Properties, LLC,

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WHEREAS, the parties have further agreed that the Redeveloper shall take title of Block 3022 Lots 3, 4, 5, 9, 10 and 11 from the City and shall redevelop and reconstruct Block 3022 Lots 3, 4, 5 and 9 as a public parking facility and transfer title to the City upon completion and shall renovate the building located on Block 3022 Lot 10 for its use in accordance with the Landis Ave., Main Street District with lot 11 being used for parking/access drive for lot 10; and

WHEREAS, City Council finds it in the best interest of the city of Vineland execute an Eighth Amendment to the Redevelopment and Participation Agreement in the form and substance substantially similar to the attached.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland as Redevelopment Entity that Council President is authorized to execute the Eighth Amendment to the Redevelopment and Participation Agreement in substantially the same form and substance as attached hereto and made a part hereof.

Adopted:

Paul Spinelli, President of Council

ATTEST:

Keith Petrosky, City Clerk

**Eighth Amendment to the Redevelopment
And Participation Agreement**

THIS Eighth Amendment to the Redevelopment and Participation Agreement (this “Amendment”) is dated the _____ day of _____, **2017**, is hereby entered into, by and between the Vineland City Council, the Governing Body of the City of Vineland (the “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 Landis Senior Urban Renewal Partners LLC (referred to as the “Redeveloper”), with offices located at 1181 East Landis Avenue, Vineland, New Jersey and Hans Lampart, an individual who is jointly and severally responsible under the terms of the Redevelopment and Participation Agreement.

WHEREAS: The City and the Redeveloper, and or its predecessor, Hans Lampart, have executed a Redevelopment and Participation Agreement dated January 15, 2008; together with seven amendments to that Agreement (collectively referred to as the “Agreement”) concerning the redevelopment of certain property within the City of Vineland, originally including, among other property, Block 3022, Lots 9 of the tax map of the City of Vineland formerly known as Block 454, Lots 8 as part of the Redevelopment Area as defined by the Redevelopment Agreement.

WHEREAS, Hans Lampart has assigned the Agreement to Eastern Pacific Development LLC and thereafter Landis Senior Urban Renewal Partners, LLC as “Permitted Assignees” and the parties agree that Landis Senior Urban Renewal Partners LLC shall be assigned solely to and as the Permitted Assignee to Quadrant II in accordance with the Agreement and the Redeveloper shall be Eastern Pacific Development LLC and Hans Lampart being jointly and severally responsible for the completion of the redevelopment of the project.

WHEREAS: Due to financial considerations, Block 3022, Lot 9 was removed from the Agreement in accordance with the pursuant to a previous Amendment to Redevelopment Agreement.

WHEREAS: The parties have agreed to re-include Block 3022, Lot 9 into the Redevelopment Agreement and to add Block 3022, Lots 3,4,5,10 and 11, currently owned by the City of Vineland, to Quadrant I of the Redevelopment Agreement.

WHEREAS: The redevelopment of Block 3022, Lot 8, formerly known as Block 454, Lots 6 and 7 has been completed by the renovation of the Landis Theater, with a limited parking area.

WHEREAS: Block 3022, Lots 3, 4, 5, 9, 10, and 11 are located immediately to the west of the Landis Theater in the Landis Avenue Main Street Zoning District.

NOW THEREFORE, in consideration of the premises and material representations, covenants and agreements herein set forth, and as an inducement to the City to enter into this 8th Amendment to the Redevelopment and Participation Agreement, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. Block 3022; Lots 3, 4, 5, 9, 10, and 11 shall be included in Quadrant I, of the Redevelopment Area, subject to the terms of the Redevelopment Agreement.
2. The City of Vineland will transfer to Redevelopers single purpose entity 818

Properties, LLC. Block 3022; Lots 3, 4, 5, 9, 10, and 11 to the Redeveloper for \$1.00 and other good and valuable consideration.

3. The Redeveloper, at its own cost and expense will rehabilitate the building located on Block 3022, Lot 10 for uses that are consistent with the Landis Avenue Main Street District. Rehabilitation **may** include the demolition of the two drive through canopies on the north and east sides of the existing structure. The Redeveloper shall be solely responsible for the removal of any underground storage tanks located on or under Lots 3, 4, 5 and 9 and further shall perform any remediation necessary to comply with all state and local rules and regulations. The Redeveloper shall, if required by local or state regulations, remove any underground storage tanks located on Lots 10 and 11 and shall perform any remediation necessary to comply with all state and local rules and regulations.

4. The Redeveloper, at its own cost and expense, will secure Planning Board approval, redevelop and reconstruct Block 3022, Lots 3, 4, 5, 9, 10 and 11 in accordance with a plan entitled "Concept Parking Layout" prepared by the office of the City Engineer dated December 5, 2016, which is attached and made a part hereof as well as the design and engineering specifications provided by the City of Vineland. The parking design and engineering specifications shall be completed by the Engineering Department or engineering firm of the City's choice at the City's cost and expense. Reconstruction shall include the installation of lighting in accordance with the specifications from the City of Vineland Engineering Department. Light and streetscape improvements along Landis Avenue shall be of the same design and specifications as those required by the Redevelopers Agreement for the Landis Theater exterior street lighting, however, the electric elements shall be upgraded to current City of Vineland Electric Utility standards. The cost of such off site improvements shall be reimbursable by the City at a cost to be agreed upon by the Parties in an amount not to exceed The Redeveloper shall be responsible for the construction of a new solid waste and recyclable enclosure for the Landis Theater Property in an aesthetically and functionally acceptable design as approved by Planning Board. City agrees to waive any surety requirements for the on site improvements for Lots 9 and 10, however, the Redeveloper shall post surety for on site improvements for Lots 3, 4, 5 and 9, including a maintenance bond for the improvements thereon

5. The Redeveloper shall complete the reconstruction of the parking lot in accordance with Paragraph 4 herein above within 180 days from the execution of this Agreement. The Redeveloper shall complete the rehabilitation of the building located on Block 3022 Lot 10 within 180 days from the execution of this Agreement. **TIME IS OF THE ESSENCE FOR THE COMPLETION OF THE CONSTRUCTION/RECONSTRUCTION IN ACCORDANCE WITH THIS AGREEMENT.**

6. Upon completion of the renovations on Lot 10 and the redevelopment and reconstruction of the parking lot contemplated by this Amendment, including the redevelopment of the parking areas to be located on Block 3022, Lots 3, 4, 5, and 9 in accordance with specifications from the City of Vineland Engineering Department, the Redeveloper shall transfer good and marketable title, free of all liens and encumbrances, to Block 3022, Lots 3, 4, 5, and 9 to the City of Vineland for \$250,000.00. The Redeveloper will retain title to Block 3022, Lots 10 and 11. Lot 11 shall be dedicated to parking and parking access for the use of the improvements on Lot 10. Completions shall be as defined in Paragraph 8 herein below.

7. This 8th Amendment to the Redevelopment and Participation Agreement is contingent on the Enterprise Zone Development Corporation of Vineland and Millville (the "UEZ") issuing a Commitment to make a loan to the Redeveloper in an amount not to exceed \$450,000.00 at 3% interest. This Loan will be in addition to any prior or subsequent loan made by the UEZ to the Redeveloper and

referred to as the “New Loan.” The Loan is to be disbursed upon completion of the improvements contemplated by this Agreement. Monthly payments on the New Loan shall be calculated over a period of 30 years, with the full principal balance and accrued interest due and payable at the end of 15 years from the date of disbursement. The New Loan shall be secured by a first mortgage on Block 3022, Lots 10 and 11 of the tax map of the City of Vineland. The proceeds of the New Loan shall be used by the Redeveloper (1) to pay closing costs; and (2) payoff construction loans used for the rehabilitation of Block 3022, Lots 3,4,5,9,10 and 11. The New Loan shall also be subject to the terms and conditions set forth in a Commitment to make the loan to be issued by the UEZ. The Redeveloper shall also be responsible for all closing costs, including any costs or fees charged by the UEZ.

8. For the purposes of this Amendment the renovations and improvements contemplated by this Agreement shall only be considered completed when approved by the City of Vineland and/or a Certificate of Occupancy or Temporary Certificate of Occupancy is issued for the building located on Lot 10 and the reconstruction of Lots 3, 4, 5, 9, 10, and 11 in addition to the construction/renovation of a solid waste and recyclable enclosure as specified in Paragraph 4 to the satisfaction of the City Engineer as evidenced by the release of required performance bond/surety.

9. In the event that any of the provisions of this Amendment conflict with the terms of the Redevelopment Agreement the provisions of this Amendment shall control. All of the remaining provisions of the Redevelopment Agreement as modified by the 1st, 2nd, 3rd, 4th, 5th, 6th and 7th Amendments thereto shall remain in full force and effect.

10. This Amendment shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns. As an inducement to the City to enter into this Amendment, Hans Lampart agrees to the terms of this Amendment and to be bound thereby.

11. This Amendment may be executed in separate counterparts transmitted by facsimile or electronically, each of which is deemed to be an original and all of which taken together constitute one and the same Amendment.

12. Except as expressly provided herein to the contrary, each section, part, term or provision of this Amendment shall be considered severable. If any provision of this Amendment is for any reason ever construed or deemed to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the legality, validity, and enforceability of such remaining provisions shall not be diminished or affected in any way.

13. Neither this Amendment nor any provision hereof may be changed, amended, modified, waived or discharged, orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

14. As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

15. This Amendment is the product of joint negotiation, and represents a cooperative effort to express the intent of the parties. This Amendment has been reviewed and approved by all parties and their attorneys. Accordingly the parties agree that any ambiguity in the terms of this Amendment shall not be construed against the party drafting this Amendment.

16. The undersigned agree to the terms of this 8th Amendment to the Redevelopment and

Participation Agreement modifying the terms of the Redevelopment and Participation Agreement dated January 15, 2008 as modified by the 1st, 2nd, 3rd, 4th, 5th, 6th and 7th Amendments thereto.

WITNESS:

**REDEVELOPERS:
HANS LAMPART**

Hans Lampart
Execution Date: _____

LANDIS SENIOR URBAN RENEWAL PARTNERS

By:
Title:

Eastern Pacific Development, llc

By: _____
Name: Hans Lampart
Title: Sole Member of Eastern Pacific Development,
LLC
Execution Date: _____

WITNESS:

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

By: _____
Name: Paul Spinelli
Title: President, Vineland City Council
Execution Date: _____