

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
June 24, 2015**

CALL TO ORDER

FLAG SALUTE Councilman Elliot Beinfest

**NOTICE OF THIS MEETING HAS BEEN
PUBLISHED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.**

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCE

8 OF 2015

AN ORDINANCE AMENDING ORDINANCE 20, 2004 AN ORDINANCE DECLARING THE PRUDENTIAL AND BLOOM SITES IN NEED OF REDEVELOPMENT AND APPROVING A REDEVELOPMENT PLAN FOR THOSE AREAS AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

June 24, 2015

PUBLICATION:

June 29, 2015

PASSAGE:

August 12, 2015

RESOLUTIONS WITHIN CONSENT AGENDA

All matters listed under item, **Consent** Agenda, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

- 115-2015** A Resolution authorizing the filing of a Declaratory Judgment Action in the Superior Court of New Jersey, Law Division, and a Motion seeking Temporary Immunity from Builder's Remedy Lawsuits while pursuing the Declaratory Judgment Action
- 116-2015** A Resolution closing the meeting of June 24, 2015 for the purpose of discussing the employment of a City employee
- 117-2015** A Resolution appointing Diane R. Hesley as Tax Assessor for the City of Linwood
- 118-2015** A Resolution authorizing an amendment to the Contract with Shore Medical Center for Shared Emergency Medical Services in the City of Linwood and the City of Northfield

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO 8, 2015

AN ORDINANCE AMENDING ORDINANCE 20, 2004 AN ORDINANCE DECLARING THE PRUDENTIAL AND BLOOM SITES IN NEED OF REDEVELOPMENT AND APPROVING A REDEVELOPMENT PLAN FOR THOSE AREAS AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey as follows:

SECTION 1: A Redevelopment Plan entitled “Redevelopment Area Plan Prudential And Bloom Sites, City of Linwood”, dated April, 2003, and revised July 8, 2003, November 18, 2003, November 24, 2003 and October 12, 2004 prepared by Peter P. Karabashian Associates, Inc. was adopted pursuant to Ordinance 20, 2004 on October 27, 2004. The specific property deemed to be in the redevelopment zone is as follows: Block 1, Lot 49 and Block 1, Lots 26.01 and 26.02, as designated on the Tax Map of the City of Linwood and hereinafter referred to as the “Prudential and Bloom Sites Redevelopment Project” or the “Redevelopment Area”. Ordinance No. 20 2004 was subsequently amended by Ordinance No 13 2011, adopted on September 14, 2011 and Ordinance 2, 2015.

SECTION 2: A copy of the Plan is on file in the office of the City Clerk and available to persons desiring to examine the document.

SECTION 3: Whereas, the Common Council of the City of Linwood is desirous of amending the Redevelopment Plan in accordance with all applicable laws and statutes and whereas Exhibit “A”, the Amendment to the Redevelopment Area Plan Prudential and Bloom Sites City of Linwood (“Amendment to Redevelopment Plan”), attached hereto and incorporated herein, has been prepared, the Redevelopment Plan be and is hereby amended to include the

following: Exhibit “A”, the Amendment to the Redevelopment Plan; Exhibit “1”, attached to the Amendment to Redevelopment Plan, the Zoning Requirements, Regulations and Standards Applicable to the Prudential Site Redevelopment Area, inclusive of all Exhibits thereto, more specifically, Exhibit “A”, Illustrative Site Plan, Buffer Landscape Plan, Access, Drainage, Sanitary Sewer, Site Signage and Sidewalk Easement Agreement, inclusive of all Exhibits thereto, and Sign Plans, collectively, the “Plan”; and Exhibit “2”, attached to the Redevelopment Plan, setting forth the Plan for the Pad Site.

SECTION 4: A copy of the Amended Redevelopment Plan and all Exhibits thereto have been filed in the office of the City Clerk and shall remain there to be made available to persons desiring to examine the documents.

SECTION 5: The Redevelopment Plan as amended by this Amendment is an explicit amendment to the Zoning District Map and Zoning and Land Use Code of the City of Linwood as applicable to the Prudential Site only.

SECTION 5: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies and should any section, clause, sentence, phrase or provision of any item in this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 6: This Ordinance shall take effect upon final passage and publication as provided by law and the filing of same with the Atlantic County Planning Board as required by N.J.S.A. 40:55D-60 of the revised Statutes of the State of New Jersey.

FIRST READING: June 24, 2015
PUBLICATION: June 29, 2015
PASSAGE: August 12, 2015

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on June 24, 2015 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 12, 2015.

LEIGH ANN NAPOLI, RMC, CITY CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

EXHIBIT "1"

ZONING REQUIREMENTS, REGULATIONS AND STANDARDS APPLICABLE TO THE PRUDENTIAL SITE REDEVELOPMENT AREA

I. Use regulations.

A. Within the Redevelopment Area, no building structure or land shall be used, and no building or structure shall be erected which is arranged, intended or designed for any use other than the following:

(1) Retail sales of goods, including, but not limited to, the following:

- (i) camera, video, computer, and electronic goods (i.e. Radio Shack);
- (ii) books, records, CDs and DVDs stores (i.e. Border's, Barnes & Noble; fye);
- (iii) clothing, shoes and accessories;
- (iv) baked good, pastries, bagels, cookies, candy and confections prepared on site for sale at retail;
- (v) frozen and other dessert products;
- (vi) office supplies;
- (vii) floor covering, upholstery, paint, hardware and home decorating stores;
- (viii) furniture;
- (ix) jewelry sales and service;
- (x) art, including galleries;
- (xi) luggage;
- (xii) musical instruments and sheet music;
- (xiii) sporting goods, equipment and awards, excluding all types of firearms;
- (xiv) toys, art and craft supplies and hobby crafts;
- (xv) small mechanical equipment/parts sales and repair, but excluding, lawnmowers and other gas-powered household and small business machinery, motorcycles and all heavy equipment and machinery;

on site;

- (xvi) garden supplies;
 - (xvii) candy, confections and other packaged food not prepared
 - (xviii) coffee and non-alcoholic beverages; and
 - (xix) prescription and non-prescription eyeglass stores.
- (2) Professional offices.
 - (3) Solar energy equipment as an accessory use, which may be mounted on light poles and pylon signs within the property, or may be mounted on top of any building and structure so long as such equipment is not visible from Route 9.
 - (4) Restaurants; provided, however that sales of food produced in the restaurant kitchen for consumption off-premises, at retail or wholesale (such as Bobby Chez crab cakes and Formica Bros bread), and specialty prepared food and beverage facilities such as Dunkin Donuts, Starbucks, Subway, Auntie Ann's Pretzels, etc., shall be permitted so long as the primary use of the premises is for the restaurant use and on premises consumption.
 - (5) Retail sales or provision of services, including, but not limited to, the following:
 - (i) medical or dental clinic;
 - (ii) out-patient medical services such as radiology, chemotherapy, dialysis and same-day surgery;
 - (iii) education or training facilities such as art, music, dance, sports training and similar instructional schools;
 - (iv) hair, nail and cosmetic services and applications including permanent make-up application, excluding all other tatoos;
 - (v) massage, facial and tanning services;
 - (vi) physical fitness center, training, gym or fitness club;
 - (vii) photographic studios;
 - (viii) catering;
 - (ix) photocopying/blue printing;
 - (x) data processing and data equipment servicing;

- (xi) protective services;
- (xii) stenographic;
- (xiii) radio and television stations, but no ground mounted antennas shall be permitted. Satellite dish antennas associated with such use shall only be permitted on the roof of buildings so long as such equipment is not visible from Route 9;
- (xiv) recording studios and other communication centers;
- (xv) telephone business centers;
- (xvi) government contractor offices and testing facilities, including, but not limited to, contractors who provide testing and training for TSA and FAA employees, systems and services; provided, however, that no chemical, biological, munitions or live weapons testing occurs on the property; and
- (xvii) postal and other mail or delivery services (retail only--not processing or distribution), including United States Postal Service facilities and private mail or UPS-type facilities.

- (6) Governmental services such as Federal, State, municipal or county service offices (i.e. FAA, U.S. Census offices, City offices and branch offices of NJDOT and NJDEP) including law enforcement offices except parole offices, which are specifically a prohibited use as provided herein.
- (7) Banks and financial institutions and service offices, including, but not limited to, financial advisors, accountants, tax preparers.
- (8) Data Centers and data equipment facilities and data disaster relief facilities.
- (9) Conference or meeting facility, or catering hall.
- (10) (i) Assisted living facility, (ii) nursing facility, (iii) skilled nursing facility, (iv) outpatient or inpatient rehabilitation facility (excluding drug or other substance abuse rehabilitation facilities), (v) hospice, and/or (vi) personal care agency.
- (11) Accessory uses incidental to any permitted use, including, but not limited to, storage areas and rooms and employee break, lunch and rest/lounge areas.

B. Prohibited Uses: Permitted uses shall specifically not include the following prohibited uses:

- (1) Any and all residential uses.

- (2) Tattoo sales and services.
- (3) Adult entertainment facilities where nudity or partial nudity occurs.
- (4) Kennels, retail aquariums, zoos or any other establishments engaged, in any manner, in the breeding, boarding, maintenance or display of animals, other than pet shops and veterinary hospitals.
- (5) Warehouse or commercial storage rental units.
- (6) Fast food restaurants.
- (7) Gasoline filling stations.
- (8) Garages.
- (9) Automotive or garage repair shops.
- (10) Space leased for the storage of construction, industrial or manufacturing materials and equipment, inclusive of vehicular parking associated therewith.
- (11) Laundromat.
- (12) General retail grocery stores; provided, however, that specialty stores such as Trader Joes, Fresh Fields or Whole Foods stores shall be permitted.
- (13) Parole offices.

C. Special Use provisions.

- (1) Tables, chairs, benches, plant boxes and plantings and other amenities for tenants, occupants and users of the Project shall be permitted within the sidewalks around and adjacent to the buildings on the Property subject to the procedures set forth in this paragraph. Tenants desiring to utilize outdoor space for independent business activities of the specific tenant shall first secure the written consent for the proposed use from the landlord or property owner, then shall apply to the Redevelopment Committee, by way of notice to the Linwood Municipal Clerk, of the proposed use, including the complete and relevant information, including but not limited to a diagram, necessary for the Redevelopment Committee to fully understand the location, aesthetics and contemplated activity within such outdoor space. The Redevelopment Committee shall make a determination within twenty (20) days after receipt of the notice from the tenant as outlined in the prior sentence and a copy of the written consent from the landlord or property owner whether the proposed use is consistent with the terms of the Redevelopment Plan. For purposes of this provision, either “notice” to the Redevelopment Committee or the “determination” of the Redevelopment Committee can be sent by email,

Fax or letter that is mailed or hand delivered. Unless the Redevelopment Committee notifies the landlord or property owner within the twenty (20) day period that the proposed use is not consistent with the terms of the Redevelopment Plan, the tenant's proposed use is deemed permitted. The tenant's use of all outdoor space shall be in full compliance with all rules and regulations promulgated by the landlord or property owner from time to time and as approved by the Redevelopment Committee. Notwithstanding anything contained herein to the contrary, the Redeveloper must comply with the New Jersey State Statutes, which require that the site plan review process be conducted by the municipal Planning Board.

- (2) Process to determine if Uses are Permitted: If the Zoning Officer cannot determine whether a use proposed at the Property is a permitted use under Section A above, the Zoning Officer or the Property Owner may submit a written request to the Redevelopment Committee of the City for a determination as to whether the use is permitted. Such determination shall be made within twenty (20) days shall not make any determination within the twenty (20) day period, the use proposed shall be deemed permitted. Any party that disputes the determination of the Redevelopment Committee may file an appeal of the Redevelopment Committee's determination with the Governing Body of the City no later than twenty (20) days after the Redevelopment Committee's determination is memorialized in writing, such memorialization to be delivered to the Property Owner via email, FAX, regular mail or hand delivered and filed with the Zoning Officer. Notwithstanding anything contained herein to the contrary, the Redeveloper must comply with the New Jersey State Statutes, which require that the site plan review process be conducted by the municipal Planning Board.

II. BULK STANDARDS AND DESIGN CRITERIA.

- A. All buildings and structures within the Redevelopment Area shall conform to the following standards. Except as specifically provided in this Article II, no provision of the City of Linwood Zoning Code or Land Development Ordinances, except for definitions and design standards, unless otherwise provided for herein, shall apply to the development of any building, structure or land improvement within the Redevelopment Area. Attached hereto as Exhibit A is an pre-engineered site plan, buffer landscape plan and sign plans (collectively, the "Plan") showing how the following standards shall be implemented in the Redevelopment Area to achieve the goals of the Redevelopment Plan, including the location and design of proposed property signage:

- (1) Impervious coverage shall not exceed 45% of the total lot area; provided, however, if any part of the property is conveyed to an entity for conservation or public open space purposes or is deed restricted, the impervious coverage on the unrestricted portion of the property shall not exceed 80%. The total perimeter of the developed area shall not extend

beyond the existing limits of disturbance without the review and consent of the Redevelopment Committee.

- (2) Square footage of all buildings on the property shall not exceed 340,000 square feet of building area for all floors of all buildings, including basement areas.
- (3) The maximum height of all buildings will be the lesser of forty (40) feet or three (3) stories in height, excluding utilities mounted on the roof.
- (4) Setback dimensions are not applicable. Only development as it appears on the approved Plan is permitted.
- (5) Off-street parking and loading requirements shall be permitted under the current parking approval applicable to the property, with off-street parking provided at a rate of 3.3 parking spaces per 1,000 square feet of leaseable building space as determined by the review of floor plans by the City Engineer. The minimum parking space shall be 18' by 9' in size.
- (6) Specific parking spaces may be designated for use by specific tenants/occupants of the property and such spaces identified with either pavement markings or erect signs at the head of the specific spaces.
- (7) The minimum tract size is five (5) acres.

B. Screening; buffers; signs; access.

- (1) Any trash receptacles, waste facilities or storage areas shall be appropriately screened by solid fencing and plantings of evergreen and/or deciduous trees and shrubs to form a continuous screen from grade elevation to a height of six feet.
- (2) Landscape buffers shall incorporate a combination of spatial separation, existing vegetation, fencing and additional plantings according to the approved Landscape Plan and shall be subject to the following:
 - (i) Width of buffer:
 - (1) Route 9 Frontage – 20 feet from the Route 9 Right-of-way. Buffers along the front property boundary adjacent to Route 9 shall be used exclusively for landscaping, utilities, signs, sidewalks, bike paths and access. Existing trees in this specific area of the buffer area that must be removed in order to install utilities, signs, sidewalks, bike paths and access may be removed by the Redeveloper as indicated on the Plan only after review and approval, which shall not be unreasonably withheld

or delayed, by the Redevelopment Committee. Such removal shall be completed under the supervision of the City Engineer and, to the extent that replacement plantings can be installed where trees were removed after such utilities, sidewalks, and signage have been installed and will not interfere with the use or operation of such utilities, sidewalks, and signage, Redeveloper shall install replacement plantings mutually acceptable to the City Engineer and Redeveloper.

- (2) Southern Property Line - 30 feet from the property boundary; provided, however, where fencing at least 6 feet high and of a solid material and design is placed in the buffer area, the buffer that includes such fencing in the side yard area that is 350 feet or more from the Route 9 right-of-way may be reduced to 14 feet in width. Notwithstanding any fencing included in side yard buffers, the width of such buffer area from the Route 9 right-of-way to a point that is 350 feet from such right-of-way shall be 30 feet in width.
- (3) Northern Property Line – Pursuant to the Redevelopment Plan as amended, the City and the Redeveloper shall cause the vegetated (trees and other plant and vegetation) area as depicted on the Plan attached hereto and incorporated herein, to be left in its present state, in which event the following shall apply:
 - a. Certain easements depicted on the Plan, including the temporary easement for the existing light poles and signage (which will be removed when the Pad Site is developed), the storm water drainage easement to the southern side of the Property and the easement along the Route 9 frontage for sidewalk, utilities, bike path and signage, shall remain in the Northern Buffer;
 - b. Redeveloper shall not install any improvements in the Northern Buffer except within the easement areas described in Subsection II.B.(i)(3)a above and as identified on the Plan; and

- c. If the Northern Buffer is acquired by the City or another public entity and made public open space, all tenants and occupants of the Property shall have the right to utilize the public open space in the same manner as all other persons on a non-exclusive basis.
- (ii) All buffer will be subject to the following:
 - (1) Fencing included in the buffer design shall be solid, six feet in height from the highest ground level adjacent to such fence. The color of the fence shall be neutral;
 - (2) Existing plantings shall be maintained in all buffers to the extent possible and supplemented, to the extent necessary, with additional plantings, to provide a visual screen in accordance with the approved Plan. The buffer shall be maintained by the property owner for the life of the project;
 - (3) Landscape berms may be included in buffer design so long as such berms do not endanger any existing mature trees adjacent to the proposed berm, the berm is no higher than 6 feet and no smaller than 3 feet in height from the grade of the adjoining land and shall be designed to accommodate a variety of plantings, as approved by the Municipal Engineer, as depicted on the Landscape Plan;
 - (4) Existing trees may be removed from the Route 9 frontage buffer area as necessary for installation of Route 9 frontage landscaping, signs, utilities, sidewalks, access and as necessary for visibility of the property signage from Route 9. Any tree removal from the Route 9 Frontage Buffer area adjacent to the Northern Buffer Area in order to install sidewalks, signage and utilities, as shown on the Plan shall be subject to review and approval by the Redevelopment Committee which shall not be unreasonably withheld or delayed, shall occur under the supervision of the City Engineer and, to the extent that supplemental plantings can be installed where trees were removed after such utilities, sidewalks, and signage have been installed and will not interfere with the use or operation of such

improvement, Redeveloper shall install such supplemental plantings; and

- (5) No improvements may be installed in the Northern Buffer unless in connection with the open space public purpose and as approved by the Redevelopment Committee.
- (3) The signage that is permitted in the Redevelopment Area is illustrated in the Plan attached hereto, which provides examples of the design and layout of building and tenant signage, recognizing that tenants may require brand specific signage in connection with their specific space, which shall be permitted. Any signs different from those included in the Plan, including, but not limited to, temporary and brand specific signage, shall be subject to the review and approval of the Redevelopment Committee. All signage in the Prudential Site shall be subject to the following:
- (i) Pylon Signs:
 - (1) One (1) pylon sign which may be located in the front yard of the property, identifying the Project and one or more tenants in the Project;
 - (2) The sign face of the Pylon sign may contain the Property/Project name, street address of the Project, the name and logo of individual occupants/tenants and an LED display board. The LED display board shall have adjustable brightness, no flashing lights and not scroll faster than every 30 seconds. The brightness of the LED display board shall not exceed the specific standard for maximum brightness as set forth in Exhibit "A" attached to Exhibit "1" and as approved by the Municipal Engineer];
 - (3) Pylon signs including the poles, supports, and decorative tops and finishes included in the pylon sign structure may be no higher than 15 feet from the ground and no wider than 20 feet. The design shall be similar to that depicted in the attached sign Exhibits and the dimensions shown in those Exhibits shall be revised to comply with the dimensions specified in this section;
 - (4) Pylon signs may be mounted flush to the ground and may be 2-sided. If the 2 sides are not identical,

the larger side shall be measured for purposes of determination of compliance with these standards;

- (5) Pylon signs may be halo-lit and/or stencil cut illuminated; and
- (6) Pylon signs may indicate the Property's developer and/or management company name and telephone number and/or the street address for the Property on the sign face.

(ii) Monument Signs:

- (1) Up to six (6) monument signs identifying the Project and/or one or more tenants may be installed anywhere on the Property;
- (2) These signs may be 2-sided, but for purposes of determining if such signs conform to these zoning standards, only one side shall be measured. If the 2 sides are not identical, the larger side shall be measured for purposes of determination of compliance with these standards;
- (3) All signage may be halo-lit and/or stencil cut illuminated;
- (4) Monument signs may only contain the name, address and logo of the property/project and/or the name and logo of the identified tenants;
- (5) Monument signs shall be ground mounted shall not exceed 8 feet in height or be larger than the signs included in the Plan; and
- (6) Monument signs may indicate the Property's developer and/or management company's name and telephone number on the sign face.

(iii) Building Façade Signs:

- (1) Each building may have one building mounted sign identifying the Project or a major tenant occupying such building. Major tenants are defined as any tenant occupying 5,000 square feet of space or more in the specific building;

- (2) The size, design (including lighting) and location of all Building façade signs shall be subject to the review and approval of the Redevelopment Committee prior to submission of any application for installation of such signs is made to the City Construction Office.
- (iv) Tenant Identification Signs:
- (1) identification signs adjacent to a tenant's/occupant's space may be placed on the door, on the building façade glass and/or protruding from the building wall (such as a medallion or blade sign hanging in front of or printing or lettering on an awning hanging over the door or storefront), but all tenant/occupant signs collectively shall be no larger than 25% of the front façade of the applicable occupied space;
 - (2) tenant/occupant identification signs shall be designed to be compatible with the design of the specific building in terms of style, color and materials, and may contain the logo, brand identification and/or colors of the specific occupant brand/franchise or business; and
 - (3) Tenant/occupant identification signs may be halo-lit.
- (v) Other Signs:
- (1) interior building signage shall be as determined by the property owner, including tenant directory signage, signage adjacent to entrances to individual occupant spaces and common facilities signage;
 - (2) mounted reserved parking space signs shall be no larger than 12 inches by 18 inches and be mounted at a height not to exceed 6 feet from the elevation of the specific parking space and be of a design and color consistent with other signage at the property. Such signs shall not block any sidewalk area or impede pedestrian access from the parking area to such sidewalks; and
 - (3) traffic and parking signage as required under and designed in conformance with applicable New Jersey Statutes Title 39 requirements.

- (4) No City of Linwood storm water drainage design or layout requirements shall apply to development in the Redevelopment Area. Only storm water drainage requirements under NJDEP regulations and statutes, if applicable, will apply to development in the Redevelopment Area.
- (5) Access to any public street, thoroughfare or right-of-way shall not occur at intervals of less than 80 feet, center line to center line, nor shall any access be allowed within 50 feet of an public street intersection. Any drive aisle permitting two-way traffic shall not exceed 36 feet in width or be less than 24 feet in width; provided, however, that drive aisles that fall within the jurisdiction of NJDOT shall be designed as required by NJDOT. Any drive aisle permitting one-way traffic shall not exceed 22 feet in width or be less than 18 feet in width. Where any drive aisle crosses a landscaped area along any lot line, such drive aisle shall be an angle of 90° to the landscaped area. Where it is impossible to provide the drive aisle in a ninety-degree angle, the angle shall as closely proximate to 90° as is possible.
- (6) Wetlands and wetlands buffer areas within the property may be used for purposes of determining compliance of the project with storm water drainage requirements, impervious surface, building and other coverage ratios and other bulk standards. No improvements may be installed in the buffer areas except as specifically permitted under Section B(2)(i)(1) above with respect to the Route 9 Frontage buffers, unless approved by the Redevelopment Committee.

C. In the event there is a conflict between or uncertainty as to whether the provisions of the standards set forth in this Zoning Requirements, Regulations and Standards Applicable to the Prudential Site Redevelopment Area or any other zoning code, ordinance, regulation or standard in the official Code of the City of Linwood, the standards and requirements set forth in this Zoning Requirements, Regulations and Standards Applicable to the Prudential Site Redevelopment Area shall control.

EXHIBIT "A"
AMENDMENT TO
REDEVELOPMENT AREA PLAN
PRUDENTIAL AND BLOOM SITES
CITY OF LINWOOD
EFFECTIVE FEBRUARY 25, 2015

BACKGROUND

The Redevelopment Area Plan Prudential and Bloom Sites, dated April, 2003 and last revised October 12, 2004 (the "Redevelopment Plan") affects two (2) distinct parcels of property each designated an area in need of redevelopment under the Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.) (each a "Redevelopment Area").

Redevelopment of one of the Redevelopment Areas as identified in the Redevelopment Plan as the Prudential Site, Block 1, Lot 49 on the Official Tax Map of the City of Linwood, Atlantic County (the "Prudential Site"), was undertaken by the property owner, CCC Atlantic, LLC, a Delaware Limited Liability Company (the "Original Redeveloper") as the designated Redeveloper pursuant to that certain Redevelopment Agreement dated December 13, 2005 between the Original Redeveloper and the City of Linwood (the "Redevelopment Agreement").

Pursuant to that certain Amendment to Redevelopment Agreement, dated January 28, 2015, the Original Redeveloper has assigned all of its rights and obligations under the Redevelopment Agreement to Coast Commercial, LLC, a Delaware limited liability company (the "Redeveloper"). In connection therewith, the Redeveloper has proposed to the City of Linwood to amend the Redevelopment Plan to permit additional development with the Prudential Site that would provide additional ratables to the City and further the completion of certain

public improvements, including, but not limited to, a traffic signal, preservation of the northern buffer and installation and preservation of the southern buffer and reconfiguration of driveways and access points as more specifically set forth herein and in all Exhibits hereto, contemplated in the Redevelopment Plan and the Redevelopment Agreement.

The City desires to amend the Redevelopment Plan to provide for the additional commercial development within the Prudential Site proposed by the Redeveloper and its affiliates allowing the expansion of commercial development in exchange for the deed restriction of the Northern Buffer and wetlands area to be maintained in its natural vegetative state and in further exchange for the proposed public improvements, such additional development being in the best interest of the public health, safety and welfare of the residents of the City of Linwood.

Now, therefore, this Amendment to Redevelopment Area Plan Prudential and Bloom Sites (the "Amendment"), having been adopted by the City Council of the City of Linwood through Ordinance No 2 of 2015 on second reading held on February 25, 2015, hereby amends the Redevelopment Plan as follows:

1. This Amendment affects only the Prudential Site. All provisions of the Redevelopment Plan remain in full force and effect as to the Redevelopment Area designated therein and referred to as the Bloom Site.

2. Article VI, Section C.2.b(1) is deleted in its entirety and the following Sections C.2.b(1) and (2) are inserted in its place:

- b. Permitted Uses and Related Zoning Standards

- (1) The City of Linwood Zoning Ordinance Land Use Procedures Planning and Zoning Fees adopted 9/13/78 by Ordinance No. 12-1978 as amended, provides the Land Use Standards by which the Bloom Site will be governed. The zoning district designation for this area is PD, Planned Development Zone and CO, Conservation Zone. The standards incorporated in the

City of Linwood Zoning Ordinance will also apply herein, except for standards incorporated as part of this plan.

(2) The standards set forth in Exhibit 1 attached to this Amendment, including the full size copy of the site plan and landscape plan and sign exhibits attached there to and incorporated therein (collectively, the “Plan”), will govern the use and zoning standards applicable to the Prudential Site, both those areas for which a certificate of completion has been issued and those areas to be developed in accordance with the Redevelopment Plan as amended by this Amendment.

3. Article VI, Section 7.a is deleted in its entirety and the buffer standards set forth in Exhibit 1 attached to this Amendment will be the buffer requirements for development of the Prudential Site.

4. Article VI, Sections 8(a) through (i) are deleted in their entirety and the following are inserted into Article VI, Section 8:

(a) The ingress, egress and circulation into, out of and through the Prudential Site shall be substantially as depicted in the exhibit to the zoning standards included in Exhibit 1 attached to this Amendment, subject to final engineering and the terms of this Article VI, Section 8(b) through (f).

(b) The Prudential Site will be developed in a manner that provides for buffer areas consistent with the plan in the areas along the Route 9 frontage and adjacent to the Southern boundary of the Property, and provides for a sidewalk running roughly parallel to the Route 9 frontage.

(c) The Redevelopment Plan, as amended by this Amendment to Redevelopment Plan, preserves additional areas adjacent to the Northern boundary of the Property and the State delineated wetlands and creates the Deed Restricted Area shown on and consistent with the plan.

(d) Shropshire & Associates, on behalf of the Redeveloper, and the Municipal Engineer, on behalf of the City, will jointly go to the New Jersey Department of Transportation (“NJDOT”) with the Plan to try to get an official approval from NJDOT as to the location and design of the proposed traffic signal and improvements as shown on the Plan. This “Approval” can be contingent upon the Redeveloper obtaining final amended major site plan approval from the City of Linwood Planning Board for the project substantially as set forth in the Plan. However, no construction permits will be issued until this Approval is received from NJDOT. Redeveloper shall not be issued a building permit for the construction until the NJDOT permits are final and complete and financing has been obtained and bonds have been posted.

(e) Once the Planning Board grants final amended major site plan approval for the revised site plan, and Redeveloper has secured the financing necessary to satisfy all requirements with respect to installation of the traffic signal, the Redeveloper will make formal application for a permit for the traffic signal at the location depicted on the approved plans and the Redeveloper and the City will work together to obtain the final approval for the traffic signal and associated Route 9 improvements from NJDOT. The City's Traffic Engineer and the Redeveloper's Traffic Engineer will work in an expeditious and diligent manner consistent with the usual and standard practices of traffic engineers who pursue such approvals. If NJDOT approves the application for the permit for the traffic signal, the Redeveloper will enter into a Development Agreement with NJDOT in NJDOT's standard format and post the required performance guarantees and escrows required by NJDOT with respect to all improvements to be completed within the State right-of-way. The City acknowledges that Redeveloper may not be able to pay for final engineering and processing of, and provide the NJDOT required performance guarantees and escrows with respect to, the traffic signal unless and until Redeveloper closes on construction financing for the Project. Redeveloper acknowledges that no building permits will be issued until financing is obtained and bonds have been posted.

(f) Temporary ingress and egress access from and to Route 9 shall be incorporated into the approvals obtained from NJDOT to provide safe access until the new entrance and traffic signal improvements are completed. Until the revised ingress and egress improvements approved by NJDOT are completed, the existing entrance and exit drives located on the Property will be utilized for ingress and egress; provided, however, after the Redeveloper has been issued building permits, then the currently blocked drive at the south side of the Property may be used for temporary access in the event that all other access points are not able to be safely used because of construction of the new Route 9 improvements and, upon completion of the Route 9 frontage improvements to the Property, the southern access drive shall be permanently closed and reconfigured as set forth in the Plan.

5. Article VI, Section C.11 is deleted in the entirety and the following is inserted in its place.

11. Pad Site Development. Pad Site Development shall be as depicted on the Plan. For purposes of the Redevelopment Plan, the "Pad Site" means the portion of the Prudential Site shown on Exhibit 2 attached hereto and incorporated herein by reference. Development of the Pad Site shall be pursuant to the Plan. Any development of the Pad Site shall have substantially similar architectural design characteristics as the existing primary building at the Prudential Site, including, but not limited to, materials, windows, signage, and the like. The intent herein is to develop architecturally compatible additional structures with the existing primary building, but not to exceed the existing development limits.

6. Exhibit 2 attached to this Amendment is hereby attached to the Redevelopment Plan and incorporated therein by reference.

7. Upon completion of engineered site plans for development of any portion of the Pad Site, including but not limited to the driveways, entrances, exits, buffers, deed restricted area and any other areas within the site, Redeveloper shall submit such engineered plans to the City Engineer who will review the same within twenty (20) days after receipt of such plans and determine if such engineered plans meet the intent of the Redevelopment Plan as amended. Any material change in the engineered plans from the Plan must be approved by the Redevelopment Committee. If the City Engineer determines that the engineered plans are not consistent with the intent of the Redevelopment Plan and there is a material change from the Plan, within the twenty (20) day period, the City Engineer will provide his findings to the Redeveloper and the Redevelopment Committee and the Redevelopment Committee will conduct a review meeting within twenty (20) days after receipt of the City Engineer's findings to determine if such change is acceptable. Any material change determined to be in the engineered plans shall require the Redeveloper to request an amendment to the Redevelopment to make the Redevelopment Plan consistent with such engineered plans. A "material change" shall include, but not be limited to, any reduction in the area of or alteration to the southern buffer or the Northern Buffer, the deletion of the traffic signal or change in the access configuration unless required by NJDOT or an increase in density of development. Notwithstanding anything contained herein to the contrary, the Redeveloper must comply with the New Jersey State Statutes, which require that the site plan review process be conducted by the municipal Planning Board.

8. Exhibit D to the Redevelopment Plan is deleted in its entirety. The buffer standards set forth in Exhibit 1 and the Plan, inclusive of the landscape plan included in the Plan, shall be incorporated herein and made a part hereof at the Prudential Site.

9. Any Ordinance adopting this Amendment shall contain language indicating that the Redevelopment Plan as amended by this Amendment is an explicit amendment to the Zoning District Map and Zoning and Land Use Code of City of Linwood as applicable to the Prudential Site only.

10. Article XII, Section B and Section D are deleted in their entirety.

11. In addition to all other terms of the Redevelopment Plan as specifically amended by this Amendment, the Redevelopment Plan is amended to incorporate the following:

12. Any additional design or related zoning standards may be incorporated herein or as part of the amendment to the Redevelopment Agreement as deemed appropriate by the Governing Body of the City of Linwood.

13. The Redevelopment Plan as amended by this Amendment is consistent with and is designed to effectuate the duly adopted Master Plan of the City of Linwood.

14. All references in the Redevelopment Plan to “Redevelopment Plan,” as applied to the Prudential Site only, shall mean and refer to the Redevelopment Plan as amended by this Amendment.

15. All terms, statements and conditions of the Redevelopment Plan applicable to the Prudential Site and not specifically modified in this Amendment shall remain

in full force and effect as if fully set forth herein. In the event of conflict between the terms of the Redevelopment Plan and this Amendment, the terms of this Amendment shall control.

16. ARTICLE XIV, Section A is deleted in its entirety and the following is inserted into Article XIV, Section A in its place:

PROCEDURES FOR AMENDING THE APPROVED REDEVELOPMENT
PLAN

- A. This Redevelopment Plan, as amended, may be further amended from time to time upon compliance with all applicable laws and statutes and upon approval of the Governing Body. In addition to any other requirements, including but not limited to those imposed by N.J.S.A. 40A:12A-7 et seq., mutual agreement between the City and the Redeveloper is required only where a new or Amended Redeveloper's Agreement is in place and where an amendment would change the controls governing the use of land under said Agreement.

Prepared by and return to:

Silverang, Donohoe, Rosenzweig & Haltzman, LLC
595 E. Lancaster Avenue, Suite 203
St. Davids, PA 19087
Attn: Kevin J. Silverang, Esquire

Property:

Cornerstone Condominium, Unit 5
1201 New Road, City of Linwood, Atlantic County, NJ
Lot 1, Block 49, Qualifier C05

**ACCESS, DRAINAGE, SANITARY SEWER, SITE SIGNAGE AND SIDEWALK
EASEMENT AGREEMENT**

THIS ACCESS, DRAINAGE, SANITARY SEWER, SITE SIGNAGE AND SIDEWALK EASEMENT AGREEMENT (this "**Agreement**") is executed June 10, 2015 (the "**Effective Date**"), by and between COAST COMMERCIAL, LLC, a Delaware limited liability company ("**Coast**"), and CCC ATLANTIC, LLC, a Delaware limited liability company ("**CCC Atlantic**"). Coast and CCC Atlantic are sometimes each referred to herein as a "**Party**" and collectively, the "**Parties**".

RECITALS:

A. On August 8, 2006, CCC Atlantic executed that certain Master Deed for Cornerstone Condominium (the "**Original Master Deed**") with respect to certain real property located in the City of Linwood, County of Atlantic, State of New Jersey, as more particularly described in the Master Deed (the "**Condominium**" or the "**Project**"). The Original Master Deed was recorded on August 11, 2006 in the Office of the Clerk in and for Atlantic County, New Jersey (the "**Clerk's Office**") at Volume 12407, Instrument No. 2006080465.

B. On January 12, 2009, CCC Atlantic executed that certain Amendment to Master Deed: Cornerstone Condominium (A Commercial Condominium) (the "**First Amendment**", and collectively with the Original Master Deed, the "**Master Deed**") with respect to the Project and setting forth certain amendments and modifications to the Original Master Deed, as more particularly described in the First Amendment. The First Amendment was recorded on January 22, 2009 in the Clerk's Office at Volume 12937, Instrument No. 2009004608.

C. CCC Atlantic is the owner of Units 1 and 2 in the Condominium and Coast is the owner of Units 3, 4, 5 and 6 in the Condominium. Simultaneously with the execution and delivery of this Agreement, CCC Atlantic and Coast have executed and delivered an Amended and Restated Master Deed to reflect, among other things, the subdivision and withdrawal of Unit 5 from the Condominium in connection with the sale of said Unit to the City of Linwood.

D. Prior to the subdivision and withdrawal of Unit 5 of the Condominium (the "**Coast Parcel**"), CCC Atlantic and Coast desire to enter into this Agreement to set forth the terms on which Coast shall establish certain easement rights for the benefit of the Condominium, CCC Atlantic, the Association and the Unit Owners (including Coast to the extent of its fee simple interest in Unit 4, which was formerly designated as Unit 6), each as defined in the Master Deed (hereinafter, collectively, the "**Condominium Parties**"), with respect to the development and operation of the Condominium, as more particularly set forth herein.

E. The Coast Parcel and the balance of the Condominium are described by metes and bounds on **Exhibit A** and **Exhibit B**, respectively. The Coast Parcel and the Condominium are collectively referred to herein as the "**Properties**".

NOW, THEREFORE, for and in consideration of the benefits to be derived by the easements set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Benefited Parties; Binding Effect.** The rights, easements and obligations established in this Agreement shall run with the land and shall be for the benefit of and be binding upon the owners of the Properties and their respective successors, transferees and assigns. The owners of the Properties shall have the right to delegate the right to use the easements granted herein to their respective tenants, customers, invitees, guests, employees, agents, contractors and licensees.

2. **Ingress and Egress.** Coast hereby establishes, for the benefit of the Condominium Parties and the general public, an easement for pedestrian ingress and egress and over, across and through the Coast Parcel. Coast shall be responsible for maintaining the Coast Parcel at all times in compliance with applicable laws.

3. **Storm Drainage Easement.** Coast hereby creates and establishes, for the benefit of the Condominium Parties as an appurtenance to the Condominium and as a burden on the Coast Parcel, a perpetual blanket easement under, over, upon, across, along and through the Coast Parcel to collect, pass, drain, and discharge surface and storm waters from the Condominium to any stormwater detention basin or other storm water collection system located or to be located on the Coast Parcel and to construct, tie into and use any related storm water drainage lines and facilities located or to be located on the Coast Parcel (collectively, the "**Stormwater Systems**"). The existing Stormwater Systems are depicted on the concept plan attached hereto and incorporated herein by reference as **Exhibit D** (the "**Concept Plan**")

4. **Site Signage Easement, Sidewalk and Sanitary Sewer Easement.** Coast hereby creates and establishes, for the benefit of the Condominium Parties and the general public,

perpetual easements under, over, upon, across, along and through the Coast Parcel for site signage and for sidewalks (the "Signage and Sidewalks"). The locations of the Signage and Sidewalks existing as of the date hereof and/or contemplated to be constructed by the Condominium Parties are or will be contained within the legal description shown on Exhibit C attached hereto and incorporated herein by reference.

5. Existing Sanitary Sewer Easement. Coast hereby creates and establishes for the benefit of the Condominium Parties and the general public, perpetual easements under, over, upon, across, along and through the Coast Parcel for access, service and repair as needed to the sanitary sewer system located on the Coast Parcel, and to construct, tie into and use any related sanitary sewer lines and facilities located or to be located on the Coast Parcel (the "Sanitary Sewer System"). The location of Sanitary Sewer System existing as of the date hereof and/or contemplated to be constructed by the Condominium Parties are or will be contained within the legal description set forth on Exhibit E attached hereto and incorporated herein by reference

6. Responsibility of the Parties.

a. The Condominium Parties shall be solely responsible for the costs associated with constructing and/or tying into, as applicable, of the Stormwater Systems, the Sanitary Sewer System and the Signage and Sidewalks in the manners set forth in the Master Deed, including, without limitation, any and all fees payable to the applicable service providers and/or governmental bodies having jurisdiction over the Properties. The Condominium Parties shall have the right, without the prior consent of Coast, to modify the location and scope of any Stormwater Systems, Sanitary Sewer System, Signage and/or Sidewalks so long as no such modification materially interferes with the preservation of the Coast Parcel as open space.

b. At no time shall Coast construct or place, or permit to be constructed or placed, any improvements, structures or obstructions that will in any way prevent or impede the use of the light stanchions, Stormwater Systems, Sanitary Sewer System, Signage and/or Sidewalks, or the exercise of the easement rights granted herein.

c. It is understood and agreed that, notwithstanding anything to the contrary contained herein or in the Master Deed, the Condominium Parties shall be solely responsible to maintain the light stanchions that currently exist on the Coast Parcel as set forth on Exhibit D.

d. The Condominium Parties shall give at least ten (10) days' prior written notice to Coast before the easement rights granted herein are exercised (except in the case of any emergency, in which case notice shall be given as soon as practicable). Whenever any of the Condominium Parties (or their respective agents, contractors or the like) enters the Coast Parcel for the purpose of performing any construction, maintenance or repairs permitted hereunder, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules and regulations of governmental authorities having jurisdiction. Any and all construction and/or tie-in to the Stormwater Systems, Sanitary Sewer System, Signage and/or Sidewalks performed by the Condominium Parties as permitted pursuant to this Agreement shall be performed by reputable, insured contractors which are duly licensed if required in the State of New Jersey. Such contractors shall comply with the insurance

provisions contained in Section 8 below, and evidence of such compliance shall be provided to Coast prior to the commencement of any work related to the Stormwater Systems, Sanitary Sewer System, Signage and/or Sidewalks. In exercising its rights to construct and/or tie into the Stormwater Systems, Sanitary Sewer System, Signage and/or Sidewalks, the Condominium Parties shall, following completion of construction, restore the Coast Parcel to substantially the condition in which it existed immediately prior to such construction activities.

e. The easements created herein include a perpetual access easement over, across and through the Properties, but only to the extent reasonably necessary, for the limited purpose of performing any construction, maintenance and repairs to the Stormwater Systems, Sanitary Sewer System, Signage and/or Sidewalks. It is understood and agreed that the access easement granted pursuant to this subsection is limited in nature and does not include any right of parking or storage (other than temporary staging for construction) upon the Coast Parcel.

f. The parties agree to maintain their respective Properties free and clear of trash or debris and shall cut and maintain the lawns thereon on a regular basis as needed.

7. Right to Cure. In the event that a Party fails to perform its maintenance and repair obligations under this Agreement with reasonable diligence (the "**Defaulting Party**"), the other Party (the "**Non-Defaulting Party**") shall have the right (but not the obligation), if such failure shall continue for a period of thirty (30) days after written notice thereof to the Defaulting Party (or such longer period of time as reasonably necessary to effect such cure so long as the Defaulting Party commences such cure within the initial 30 day period and diligently prosecutes the same to completion), to enter upon the Defaulting Party's Property to perform such maintenance and repair (notice in the event of an emergency threatening life or property shall be given as soon as reasonably practicable under the circumstances). Billings shall be accompanied by such backup invoices, receipts and other materials as are reasonably necessary to determine the accuracy of the bill. Any amounts not so reimbursed within a thirty (30) day period after receipt of a bill shall thereafter bear interest at the rate of twelve percent (12%) per annum until paid.

8. Insurance. Throughout the term of this Agreement, the Condominium Parties will procure and maintain commercial general public liability and property damage insurance against claims for personal injury, death, or property damage occurring as a result of the exercise of any easement or access rights hereunder, with a single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) per occurrence, including umbrella coverage, if any. The insurance policy to be maintained by the Condominium Parties hereunder may be provided by the Association. Coast (and its successors and assigns) shall be named as an additional insured on all such policies.

9. Duration; Governing Law. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually. This Agreement shall be governed by the laws of the State of New Jersey.

10. Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to a Property is and shall conclusively be

deemed to have consented and agreed to and be bound by the covenants and agreements contained herein applicable to the Properties whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquires its interest.

11. Notices. All notices provided for or permitted hereunder shall be in writing and shall be deemed to have been properly given or served when delivered personally or by overnight air courier or deposited in the United States mail, as registered or certified mail, return receipt requested, postage prepaid and addressed as hereinafter provided. Each notice shall be effective upon (i) personal delivery, (ii) one day after the deposit thereof with an overnight courier, or (iii) three (3) days after the posting thereof with the United States mail as aforesaid. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent. Notices shall be sent as follows: 1201 New Road, Linwood, NJ 08221, Attention: Robin A. Karman. Either Party or its successors may designate a new address by sending notice to the other property in accordance with this Section 11.

12. Miscellaneous. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by the Party owning the Property affected by the amendment. The easements and rights created, granted and established in this Agreement do not, are not intended to, and shall not be construed to create any third-party beneficiary rights in favor of any other parties or any other easement, right or privilege for the benefit of the general public.

13. Successors and Assigns. This Agreement shall be binding on the parties hereto and all of their respective successors and assigns. This Agreement shall run with the Land.

[Signatures appear on the following page]

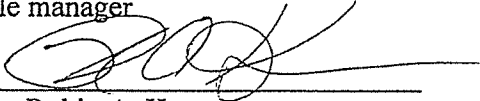
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COAST COMMERCIAL, LLC,
a Delaware limited liability company

By: Cornerstone Commerce Center, LP,
a Delaware limited partnership,
its sole member

By: Linwood Management Group, L.L.C.,
a Delaware limited liability company,
its sole general partner

By: Karman Development Group, L.L.C.,
a Delaware limited liability company,
its sole manager

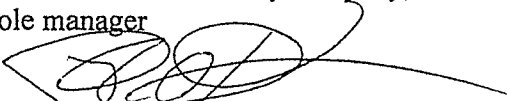
By: 
Name: Robin A. Karman
Title: Manager

CCC ATLANTIC, LLC,
a Delaware limited liability company

By: Cornerstone Commerce Center, LP,
a Delaware limited partnership,
its sole member

By: Linwood Management Group, L.L.C.,
a Delaware limited liability company,
its sole general partner

By: Karman Development Group, L.L.C.,
a Delaware limited liability company,
its sole manager

By: 
Name: Robin A. Karman
Title: Manager

COMMONWEALTH OF PENNSYLVANIA:

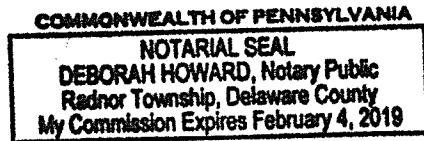
COUNTY OF Philadelphia : SS

On the 10 day of June, 2015, before me the undersigned, a notary public for the above State, personally appeared Robin A. Karman, Manager of Karman Development Group, L.L.C., sole manager of Linwood Management Group, L.L.C., sole general partner of Cornerstone Commerce Center, LP, sole member of Coast Commercial, LLC, and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

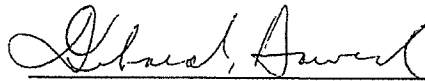


COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Philadelphia : SS

On the 10 day of June, 2015, before me the undersigned, a notary public for the above State, personally appeared Robin A. Karman, Manager of Karman Development Group, L.L.C., sole manager of Linwood Management Group, L.L.C., sole general partner of Cornerstone Commerce Center, LP, sole member of CCC Atlantic, LLC, and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

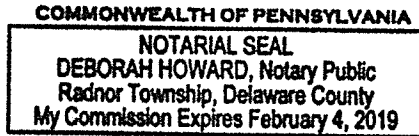


EXHIBIT A

Metes and Bounds Description for Coast Parcel

**PROPERTY DESCRIPTION FOR
PART OF TAX LOT 49, BLOCK 1 – UNIT 5
CITY OF LINWOOD
ATLANTIC COUNTY, NEW JERSEY**

ALL THAT CERTAIN lot or parcel of land situate in the City of Linwood, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING at the intersection of the southwesterly line of Monroe Avenue (50 feet wide) and the northwesterly line of New Road a/k/a U.S. Route #9 (50 feet wide); and extending thence

1. South 30°33'24" West along the northwesterly line New Road, 151.75 feet to a point of curve in the northwesterly line of New Road; thence
2. Southwesterly curving to the right along a curve having a radius of 2,839.93 feet and an arc length of 31.81 feet to a point for a corner in the southwesterly line of Unit 5; thence
3. North 54°15'54" West, along the southwesterly line of Unit 5, a distance of 611.43 feet to a point for a corner; thence
4. South 35°43'07" West, continuing along the southwesterly line of Unit 5, a distance of 1,187.76 feet to a point for a corner; thence
5. North 54°17'19" West, continuing along the southwesterly line of Unit 5, a distance of 21.75 feet to a point for a corner; thence
6. South 35°42'41" West, continuing along the southwesterly line of Unit 5, a distance of 72.57 feet to a point for a corner in the division line between tax lots 45.15 and 49; thence
7. North 59°00'00" West, along said division line between tax lots 45.15 and 49, a distance of 30.51 feet to an angle point in same; thence
8. North 53°00'00" West, along said division line between tax lots 45.15 and 49, a distance of 723.36 feet, more or less, to the Patcong Creek; thence
9. Northeasterly along the various courses thereof, 1,634 feet, more or less (tie line: N39°29'20"E, 1,316.18 feet) to the southwesterly (and southeasterly) line of Monroe Avenue; thence
10. South 59°26'36" East, along Monroe Avenue, partially improved, a distance of 1,289.10 feet, more or less, to the point and place of **BEGINNING**.

CONTAINING within said bounds 17.8 Acres, more or less.

This description has been prepared in accordance with a Concept Plan entitled "Concept G" for Cornerstone Commerce Center, Block 1, Tax Lot 49, City of Linwood, Atlantic County, NJ prepared by Bohler Engineering dated March 23, 2015, last revised March 27, 2015 and noted as Project No. J100534.

May 5, 2015

Prepared by:

Michael R. Vargo
Professional Land Surveyor

EXHIBIT B

**Metes and Bounds Description for Entire Condominium
(excluding "Coast Parcel" described on Exhibit A)**

**PROPERTY DESCRIPTION FOR
PART OF TAX LOT 49, BLOCK 1 – UNIT 5 REMAINDER
CITY OF LINWOOD
ATLANTIC COUNTY, NEW JERSEY**

ALL THAT CERTAIN lot or parcel of land situate in the City of Linwood, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the curved northwesterly line of New Road a/k/a U.S. Route #9 (50 feet wide) at the southwesterly line of Unit 5, said point being a total distance of 183.56 feet southwardly of the intersection between the southwesterly line of Monroe Avenue (50 feet wide) and the northwesterly line of New Road; and extending thence

1. Southwesterly along the curved northwesterly line of New Road, curving to the right, having a radius of 2,839.93 feet and an arc length of 224.28 feet to a point of tangency in the northwesterly line of New Road; thence
2. South 35°43'24" West, continuing along the northwesterly line of New Road a distance of 983.12 feet to a point in the southwesterly line of Arrowhead Drive (width varies); thence
3. North 59°00'00" West, continuing along the southwesterly line of Arrowhead Drive and extending along the division line between tax lots 45.15, 45.16, 45.26 and 49, a distance of 644.10 feet to a point in the southeasterly line of Unit 5; thence
4. North 35°42'41" East, along the southeasterly line of Unit 5, a distance of 72.57 feet to a point for a corner in same; thence
5. South 54°17'19" East, continuing along the southeasterly line of Unit 5, a distance of 21.75 feet to a point for a corner in same; thence
6. North 35°43'07" East, continuing along the southeasterly line of Unit 5, a distance of 1,187.76 feet to a point for a corner in the southwesterly line of Unit 5; thence
7. South 54°15'54" East, along the southwesterly line of Unit 5, a distance of 611.43 feet to the point and place of **BEGINNING**.

CONTAINING within said bounds 17.575 Acres, more or less.

This description has been prepared in accordance with a Concept Plan entitled "Concept G" for Cornerstone Commerce Center, Block 1, Tax Lot 49, City of Linwood, Atlantic County, NJ prepared by Bohler Engineering dated March 23, 2015, last revised March 27, 2015 and noted as Project No. J100534.

May 5, 2015

Prepared by:

Michael R. Vargo
Professional Land Surveyor
N.J. License #33182

Exhibit C



SITE SIGNAGE, SIDEWALK AND SANITARY SEWER EASEMENT
PART OF TAX LOT 49, BLOCK 1
CITY OF LINWOOD
ATLANTIC COUNTY, NEW JERSEY

ALL THOSE CERTAIN lots or parcels of land situate in the City of Linwood, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING at a point on the southerly line of Monroe Avenue, said point being North 59°26'36" West, a distance of 11.80 feet southerly line of Monroe Avenue from the westerly line of New Road a/k/a U.S. Route #9 (50 feet wide); and extending thence

1. South 32°37'50" West, a distance of 182.03 feet to a point; thence
2. North 54°15'54" West, a distance of 39.84 feet to a point; thence
3. North 38°55'53" East, a distance of 180.23 feet to a point; thence
4. South 59°26'36" East, a distance of 20.01 feet to the point or place of **BEGINNING**.

CONTAINING within said bounds 0.124 Acres (5,405 s.f.), more or less.

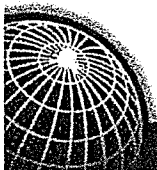
This description has been prepared in accordance with a Concept Plan entitled "Concept G" for Cornerstone Commerce Center, Block 1, Tax Lot 49, City of Linwood, Atlantic County, NJ prepared by Bohler Engineering dated March 23, 2015, last revised June 9, 2015 and noted as Project No. J100534.

June 11, 2015

Prepared by:

A handwritten signature in black ink, appearing to read 'Michael R. Vargo', written over a series of wavy lines.

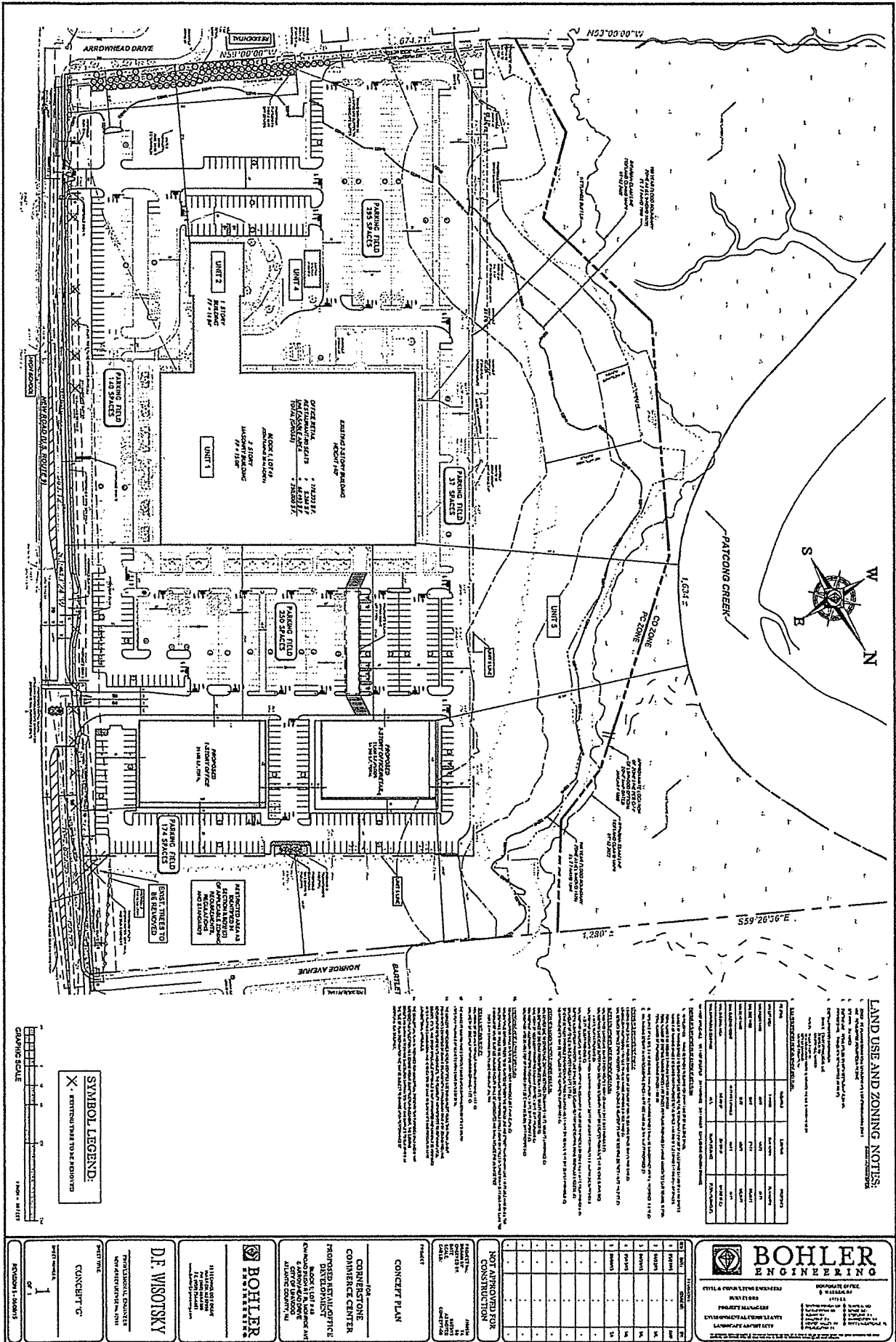
Michael R. Vargo
Professional Land Surveyor
N.J. License #33182



**EXHIBIT D
CONCEPT PLAN**

See Attached

Exhibit D



LAND USE AND ZONING NOTES:

1. All buildings shall be constructed in accordance with the zoning ordinance.
2. All parking spaces shall be paved and shall be marked.
3. All trees to be removed shall be replaced with trees of similar or greater size.
4. All signs shall be in accordance with the zoning ordinance.
5. All utility lines shall be located and marked.
6. All site work shall be completed within the specified time frame.
7. All materials shall be stored in a designated area.
8. All construction shall be completed in accordance with the approved plans.
9. All construction shall be completed in accordance with the approved plans.
10. All construction shall be completed in accordance with the approved plans.

BOHLER ENGINEERING

CITIZEN & COMMUNITY ENGAGEMENT

PROJECT MANAGER

BOHLER ENGINEERING

11111 BOHLER DRIVE

ALBANY, NY 12204

518-486-1111

www.bohler-engineering.com

NO.	DATE	DESCRIPTION
1	11/11/2020	CONCEPT PLAN
2	11/11/2020	CONCEPT PLAN
3	11/11/2020	CONCEPT PLAN
4	11/11/2020	CONCEPT PLAN
5	11/11/2020	CONCEPT PLAN
6	11/11/2020	CONCEPT PLAN
7	11/11/2020	CONCEPT PLAN
8	11/11/2020	CONCEPT PLAN
9	11/11/2020	CONCEPT PLAN
10	11/11/2020	CONCEPT PLAN

NOT APPROVED FOR CONSTRUCTION

THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE LOCAL AUTHORITY.

CONCEPT PLAN

COMMERCIAL CENTER

PROPOSED ASSISTANCE

BOHLER ENGINEERING

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D.F. WISOTSKY

PROFESSIONAL ENGINEER

NO. 00000000000000000000

STATE OF NEW YORK

EXPIRES 12/31/2021

SYMBOL LEGEND:

X - EXTENSION TO BE REMOVED

GRAPHIC SCALE

1" = 100' - METERS

Exhibit E



**SANITARY SEWER EASEMENT DESCRIPTION FOR
PART OF TAX LOT 49, BLOCK 1 – UNIT 5
CITY OF LINWOOD
ATLANTIC COUNTY, NEW JERSEY**

ALL THAT CERTAIN lot or parcel of land situate in the City of Linwood, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the common division line between Units 1 and 5, said point being the following two (2) courses from intersection of said division line with the curved northwesterly line of New Road a/k/a U.S. Route #9 (50 feet wide) and extending thence

- a. North 54°15'54" West, along the southwesterly line of Unit 5, a distance of 611.43 feet to the point for a corner in same; thence
 - b. South 35°43'07" West, continuing along the southeasterly line of Unit 5, a distance of 565.34 feet to the point of **BEGINNING**; thence
1. South 35°43'07" West, along the division line between Units 1 and 5 a distance of 622.41 feet to a point for a corner in same; thence
 2. North 54°17'19" West, continuing along said division line a distance of 21.75 feet to a point for a corner in said sewer easement; thence
 3. North 35°43'07" East, along the northwesterly line of said sewer easement a distance of 581.55 feet to an angle point in same; thence
 4. North 63°44'06" East, a distance of 46.29 feet to the point and place of **BEGINNING**.

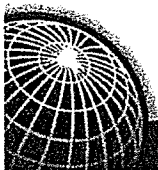
CONTAINING within said bounds 13,090 Square Feet, 0.301 Acres more or less.

This description has been prepared in accordance with a Concept Plan entitled "Concept G" for Cornerstone Commerce Center, Block 1, Tax Lot 49, City of Linwood, Atlantic County, NJ prepared by Bohler Engineering dated March 23, 2015, last revised June 9, 2015 and noted as Project No. J100534.

June 11, 2015

Prepared by:

Michael R. Vargo
Professional Land Surveyor
N.J. License #33182



RESOLUTION NO. 115, 2015

A RESOLUTION AUTHORIZING THE FILING OF A DECLARATORY JUDGMENT ACTION
IN THE SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, AND A MOTION
SEEKING TEMPORARY IMMUNITY FROM BUILDER'S REMEDY LAWSUITS WHILE
PURSUING THE DECLARATORY JUDGMENT ACTION

WHEREAS, on March 10, 2015 in the case of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, the New Jersey Supreme Court issued its decision returning enforcement of the Fair Housing Act ("FHA") and the Mount Laurel doctrine to the New Jersey trial courts; and

WHEREAS, the New Jersey Supreme Court held that municipalities such as City of Linwood ("City") that had "participating status" before the New Jersey Council on Affordable Housing ("COAH") and which desire to maintain immunity from builder's remedy lawsuits must file a declaratory judgment action with the Superior Court of New Jersey, Law Division, between June 8, 2015 and July 8, 2015, with notice to interested parties; and

WHEREAS, the declaratory judgment action would seek a judicial declaration that the City's third round housing element and fair share plan ("housing plan") presents a realistic opportunity for the provision of its fair share of present and prospective need for low and moderate income housing, which may result in the City's receipt of the judicial equivalent of substantive certification and accompanying protection afforded under the FHA; and

WHEREAS, the Supreme Court ruled that municipal third round fair share obligations and housing plans must be evaluated under COAH's prior round methodology; and

WHEREAS, the Supreme Court gives municipalities the right to seek temporary immunity from builder's remedy lawsuits while they pursue declaratory judgment actions; and

WHEREAS, the City of Linwood desires to authorize the filing of a declaratory judgment action in order for the City to prepare a compliant third round housing plan; to seek temporary immunity while it pursues the declaratory judgment action; and to take all ancillary actions associated therewith to accomplish that objective;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Municipal Attorney is hereby authorized and directed to file a declaratory judgment action in the Superior Court of New Jersey, Law Division, Atlantic County, seeking a declaration that the City's housing plan, to be prepared by the City's COAH

Planner, is constitutionally compliant and satisfies the City's affordable housing obligation for the period ending in 2025.

2. Simultaneous with the filing of the declaratory judgment action, the City Attorney is hereby authorized and directed to seek and obtain temporary immunity from any builder's remedy lawsuits associated with the City's affordable housing obligation, for a period of five months or such other time as the Court may direct, in order to allow the City and its Planner to complete a housing plan to satisfy the City's affordable housing obligations through 2025.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 24th day of June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 116, 2015

A RESOLUTION CLOSING THE MEETING OF JUNE 24, 2015

WHEREAS, the Open Public Meetings Act provides for the closing of public meetings by way of Resolution under certain circumstances, as provided in that Act, and when the governing body determines that it is in the public interest to close said meeting; and

WHEREAS, the minutes of a closed session can and shall be made available to the public for inspection at such time when it has been determined by the Common Council that the aforementioned reasons for closing this session are no longer applicable;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that this meeting shall be closed for the purpose of discussing the employment of a City employee in which a RICE Notice was provided in accordance with N.J.S.A. 10:4-12(b)8.

BE IT FURTHER RESOLVED, that the minutes of said closed session shall be made available to the public when Council has determined that it is no longer in the public interest to keep said minutes in a confidential manner.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 24th day of June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 117, 2015

A RESOLUTION APPOINTING DIANE R. HESLEY AS TAX ASSESSOR FOR THE CITY
OF LINWOOD

WHEREAS, effective August 1, 2015 Art Amonette will retire as Tax Assessor for the City of Linwood thereby resulting in a vacancy in that position; and

WHEREAS, the Common Council of the City of Linwood is desirous of filling that vacancy and appointing Diane R. Hesley to the position of Tax Assessor for the City of Linwood;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Diane R. Hesley be and is hereby appointed to serve as Tax Assessor for the City of Linwood effective August 4, 2015 at a salary in the amount of \$31,000.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 24th day of June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 118, 2015

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH SHORE MEDICAL CENTER FOR SHARED EMERGENCY MEDICAL SERVICES IN THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

WHEREAS, the Cities of Linwood and Northfield entered into a Shared Emergency Medical Services Contract with Shore Medical Center on August 8, 2012, which is due to expire on August 31, 2015; and

WHEREAS, Shore Medical Center has subcontracted with Tricare Medical Transportation to provide medical transportation services in accordance with the terms and conditions of the Contract; and

WHEREAS, Section E (1)(b) of the Contract with Shore Medical Center requires one BLS ambulance to be on site for use on a daily basis for a period of time not to exceed twelve hours, during times of peak volume; and

WHEREAS, Tricare Medical Transportation, through Shore Medical Center, has requested the City's approval to withdraw its twelve hour truck; and

WHEREAS, the Common Council of the City of Linwood is desirous of conditionally approving said request;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Section E (1)(b) of the Contract with Shore Medical Center be hereby amended to allow Tricare Medical Transportation to withdraw its twelve hour truck, on a trial basis, conditioned upon the service and response times being maintained in a manner consistent with the Contract terms and specifications and in the event that the service and response times are not maintained as required by Contract, then the City of Linwood reserves the right to require that one BLS ambulance be made available as required as per the terms of the Contract.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 24th day of June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____