

ORDINANCE 23-28

**ORDINANCE AUTHORIZING EXECUTION OF A FINANCIAL AGREEMENT
WITH D.R. HORTON, INC. – NEW JERSEY
FOR BLOCK 198.10, LOT 1 (FORMERLY KNOWN AS BLOCK 198, LOT 2) AS
SHOWN ON THE TAX MAPS OF GLASSBORO, NEW JERSEY; AND
BLOCK 197, LOTS 1-26 AND LOTS 58-62 & 68 AND BLOCK 197.12, LOTS 1-4 &
9-14 (FORMERLY KNOWN AS BLOCK 197, LOT 2.03) AS SHOWN ON THE
TAX MAPS OF GLASSBORO AND FURTHER DEPICTED ON MAP NO. 4773)**

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

WHEREAS, in order to stimulate redevelopment, the Borough Council of the Borough of Glassboro (the “Borough”), by Resolution No. 59-03, designated the entire Borough an area in need of rehabilitation (“Glassboro Rehabilitation Area”) in accordance with the Redevelopment Law; and

WHEREAS, the Borough, D.R. HORTON, INC. – NEW JERSEY as Phase I Redeveloper and CANETIC LAND, LLC and CAN2, LLC as Phase II Redeveloper (“Initial Phase II Redeveloper”), entered into a certain Redevelopment Agreement dated as of October 1, 2007 (the “Redevelopment Agreement”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “Redevelopment Law”), whereby the Borough had granted to the Initial Phase I Redeveloper and the Initial Phase II Redeveloper the right to develop that certain parcel of land, designated as Camelot, with a portion of such parcels currently consisting of Camelot Phase II, which includes Block 198.10, Lot 1 (formerly known as Block 198, Lot 2) as shown on the Tax Maps of Glassboro, New Jersey and Camelot Phase III, which includes Block 197, Lots 1-26 and Lots 58-62 & 68 and Block 197.12, Lots 1-4 & 9-14 (formerly known as Block 197, Lot 2.03) as shown on the Tax Maps of Glassboro and further depicted on Map No. 4773 (hereinafter collectively referred to as the “Property,” specifically excluding Block 197, Lots 63-66 and Block 197.12, Lots 5-8 of Camelot Phase III from this current Financial Agreement); and

WHEREAS, Pursuant to the Redevelopment Agreement, the Initial Phase I Redeveloper and Initial Phase II Redeveloper were to develop the Property as residential and non-residential development (the “Project”); and

WHEREAS, the Borough entered into a Financial Agreement with CANETIC LAND, LLC/Initial Phase II Redeveloper dated as of October 1, 2007 (the “Original Financial Agreement”), whereby the Borough has granted to Initial Phase II Redeveloper

a tax exemption for the Project, including the Property, pursuant to the Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1, et seq; and

WHEREAS, the Borough, along with the Initial Phase II Redeveloper, as assignor, and Aura Development, as assignee, entered into a certain Assignment and Assumption Agreement dated as of May 29, 2013, pursuant to Article 7 of the Redevelopment Agreement (the “First Assignment Agreement”), whereby the Initial Phase II Redeveloper assigned, transferred, and conveyed to Aura Development all of their rights, title, interest and obligations in, to and under the Redevelopment Agreement as it relates to the Property and all other rights and responsibilities attendant to the Project, together with all of the rights and benefits arising or issuing from or out of the Redevelopment Agreement as it relates to the Property, and all other rights and responsibilities attendant to the Project, and together with any and all rights or privileges that the Initial Phase II Redeveloper may have against any Party under the Redevelopment Agreement as it relates to the Property, and all other rights and responsibilities attendant to the Project; and

WHEREAS, the Borough, along with the Initial Phase I Redeveloper, and Aura Development Group entered into a Second Amendment to the Redevelopment Agreement dated May 23, 2014 (the “Second Amendment”) (and collectively with the Redevelopment Agreement and First Amendment, and as may be further amended, restated or modified from time to time, the “Redevelopment Agreement”); and

WHEREAS, Aura Development Group defaulted on certain mortgage loan obligations and RIC Aura, LLC (“RIC Aura”) acquired title to the Property via Sheriffs Deed dated February 27, 2019 and recorded in the Gloucester County Clerk’s Office on June 4, 2019 in Deed Book 6096, Page 1 and Sheriffs Deed dated February 27, 2019 and recorded in the Gloucester County Clerk’s Office on April 15, 2019 in Deed Book 6067, Page 238; and

WHEREAS, the Borough acknowledges that RIC Aura succeeded to the rights and obligations of Aura Development Group under the Redevelopment Agreement; and

WHEREAS, on December 2, 2022, RIC Aura and D.R. Horton, Inc. – New Jersey entered into a Lot Purchase Agreement (the “Agreement”) for the sale and conveyance of the Property as one hundred sixteen (116) subdivided lots (the “Lots”); and

WHEREAS, the Agreement provides for RIC Aura to convey the Lots to D.R. Horton, Inc. – New Jersey in three (3) phases; and

WHEREAS, RIC AURA, LLC and D.R. Horton, Inc. – New Jersey executed an Assignment and Assumption Agreement to assign the Redevelopment Agreement to D.R. Horton, Inc. – New Jersey, who will assume and accept the assignment of all of RIC AURA, LLC’s rights, title, obligations, responsibilities, and interests in, to, and under the

Redevelopment Agreement as it relates to the Property and become the Redeveloper of the Property; and

WHEREAS, pursuant to Section 6.1(c) of the Financial Agreement, in the event of a foreclosure, the Financial Agreement shall terminate with respect to only the portion of the Project foreclosed. As such, the Original Financial Agreement has terminated as a result of the foreclosure and cannot be assigned via an Assignment Agreement. The Borough and D.R. Horton, Inc. – New Jersey must enter into this new Financial Agreement; and

WHEREAS, the Five-Year Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, any new construction, rehabilitation or improvements made in a redevelopment or rehabilitation area, subject to the terms and conditions of a Financial Agreement complying with the requirements of the Five-Year Tax Exemption Law set forth at *N.J.S.A. 40A:21-10*; and

WHEREAS, the Entity has applied to the Borough for Tax Exemption pursuant to the Five-Year Tax Exemption Law and the Redevelopment Agreement with respect to the Project (the “Exemption Application”); and

WHEREAS, the Entity wishes to have a Five-Year Tax Exemption granted for the redevelopment Project located at Camelot Phase II, Block 198.10, Lot 1 (formerly known as Block 198, Lot 2) as shown on the Tax Maps of Glassboro, New Jersey and Camelot Phase III, which includes Block 197, Lots 1-26 and Lots 58-62 & 68 and Block 197.12, Lots 1-4 & 9-14 (formerly known as Block 197, Lot 2.03) as shown on the Tax Maps of Glassboro and further depicted on Map No. 4773 and has requested that the Borough grant such Five-Year Tax Exemption; and

WHEREAS, Borough is agreeable to granting a Five-Year Tax Exemption and, in connection therewith, the Borough and the Entity will utilize provisions of the Five-Year Tax Exemption Law and such other statutes as may be sources of relevant authority, if any, to facilitate the financing of a portion of the Redevelopment Project that the Entity proposes to undertake at the Property; and

WHEREAS, the provisions of the Five-Year Tax Exemption Law and such other statutes as may be sources of relevant authority, if any, authorize the Borough to accept, in lieu of real property taxes, a PILOT Payment paid by the Entity to the Borough as set forth in such laws; and

WHEREAS, the Borough approves the Tax Exemption requested by the Entity in the Exemption Application subject to the terms and conditions of this Financial Agreement, and the Parties desire to set forth in detail the terms and conditions by which the Entity will pay PILOT Payments in lieu of real property taxes on the Project

INTRODUCTION: 10-10-2023
PUBLIC HEARING: 11-28-2023

Improvements (defined herein), as well as their mutual rights and obligations with respect to the Tax Exemption applicable to the Project.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Glassboro as follows:

Section 1. The Mayor and Clerk are authorized to execute the Financial Agreement with D.R. HORTON, INC. – NEW JERSEY upon its review and approval by the Borough Administrator, Borough Auditor, Borough Solicitor and Borough Redevelopment Counsel.

Section 2. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 3. In the event any clause, section or paragraph of this Ordinance is deemed invalid or unenforceable for any reason, it is the intent of the Borough Council that the balance of this Ordinance remains in full force and effect to the extent it allows the Borough to meet the goals of this Ordinance.

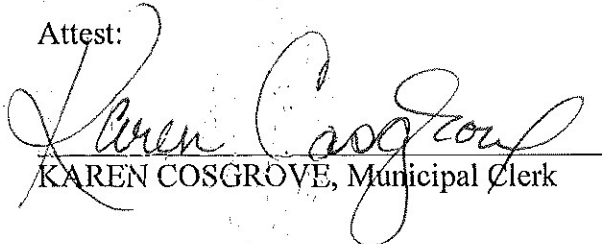
Section 4. This Ordinance shall take effect after final adoption and publication according to law.

BOROUGH OF GLASSBORO



JOHN E. WALLACE, III, Mayor

Attest:

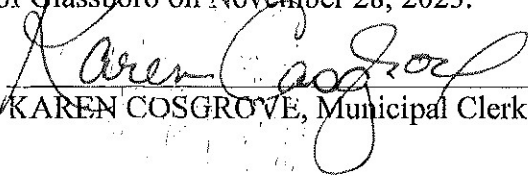


KAREN COSGROVE, Municipal Clerk

INTRODUCTION: 10-10-2023
PUBLIC HEARING: 11-28-2023

ROLL CALL VOTE				
	AYES	NAYS	ABSTAIN	ABSENT
Mr. Cossabone	✓			
Mr. D'Alessandro		/	/	✓
Mr. Fiola	✓			
Mr. Halter	✓			
Ms. Miller		/	/	
Ms. Spence	✓			✓
TALLY:	(4)	—	—	(2)

The foregoing Ordinance was finally adopted by the Mayor and Council of the Borough of Glassboro on November 28, 2023.


KAREN COSGROVE, Municipal Clerk

04 23-28

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (the “Financial Agreement”), made this 28th day of November, 2023 under the provisions of the Five -Year Exemption and Abatement Law, as amended and supplemented, *N.J.S.A. 40A:21-1 et seq.* (“Five-Year Tax Exemption Law”), by and between **D.R. HORTON, INC – NEW JERSEY**, a Delaware corporation, with offices at 240 Briggs Drive, Suite A, Mt. Laurel, New Jersey 08054 (the “Entity”, or “Initial Phase I Redeveloper”, or “Horton”) and the **BOROUGH OF GLASSBORO**, a municipal corporation of the State of New Jersey, having offices at 1 South Main Street, Glassboro, New Jersey 08028 (hereinafter designated as the “Borough”).

WITNESSETH:

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

WHEREAS, in order to stimulate redevelopment, the Borough Council of the Borough of Glassboro (the “Borough”), by Resolution No. 59-03, designated the entire Borough an area in need of rehabilitation (“Glassboro Rehabilitation Area”) in accordance with the Redevelopment Law; and

WHEREAS, the Borough, **D.R. HORTON, INC. – NEW JERSEY** as Phase I Redeveloper and **CANETIC LAND, LLC** and **CAN2, LLC** as Phase II Redeveloper (“Initial Phase II Redeveloper”), entered into a certain Redevelopment Agreement dated as of October 1, 2007 (the “Redevelopment Agreement”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “Redevelopment Law”), whereby the Borough had granted to the Initial Phase I Redeveloper and the Initial Phase II Redeveloper the right to develop that certain parcel of land, designated as Camelot, with a portion of such parcels currently consisting of Camelot Phase II, which includes Block 198.10, Lot 1 (formerly known as Block 198, Lot 2) as shown on the Tax Maps of Glassboro, New Jersey and Camelot Phase III, which includes Block 197, Lots 1-26 and Lots 58-62 & 68 and Block 197.12, Lots 1-4 & 9-14 (formerly known as Block 197, Lot 2.03) as shown on the Tax Maps of Glassboro and further depicted on Map No. 4773 (hereinafter collectively referred to as the “Property,” specifically excluding Block 197, Lots 63-66 and Block 197.12, Lots 5-8 of Camelot Phase III from this current Financial Agreement); and

WHEREAS, Pursuant to the Redevelopment Agreement, the Initial Phase I Redeveloper and Initial Phase II Redeveloper were to develop the Property as residential and non-residential development (the “Project”); and

WHEREAS, the Borough entered into a Financial Agreement with **CANETIC LAND, LLC/Initial Phase II Redeveloper** dated as of October 1, 2007 (the “Original Financial Agreement”), whereby the Borough has granted to Initial Phase II Redeveloper a tax exemption

for the Project, including the Property, pursuant to the Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1, et seq; and

WHEREAS, the Borough, along with the Initial Phase II Redeveloper, as assignor, and Aura Development, as assignee, entered into a certain Assignment and Assumption Agreement dated as of May 29, 2013, pursuant to Article 7 of the Redevelopment Agreement (the “First Assignment Agreement”), whereby the Initial Phase II Redeveloper assigned, transferred, and conveyed to Aura Development all of their rights, title, interest and obligations in, to and under the Redevelopment Agreement as it relates to the Property and all other rights and responsibilities attendant to the Project, together with all of the rights and benefits arising or issuing from or out of the Redevelopment Agreement as it relates to the Property, and all other rights and responsibilities attendant to the Project, and together with any and all rights or privileges that the Initial Phase II Redeveloper may have against any Party under the Redevelopment Agreement as it relates to the Property, and all other rights and responsibilities attendant to the Project; and

WHEREAS, the Borough, along with the Initial Phase I Redeveloper, and Aura Development Group entered into a Second Amendment to the Redevelopment Agreement dated May 23, 2014 (the “Second Amendment”) (and collectively with the Redevelopment Agreement and First Amendment, and as may be further amended, restated or modified from time to time, the “Redevelopment Agreement”); and

WHEREAS, Aura Development Group defaulted on certain mortgage loan obligations and RIC Aura, LLC (“RIC Aura”) acquired title to the Property via Sheriffs Deed dated February 27, 2019 and recorded in the Gloucester County Clerk’s Office on June 4, 2019 in Deed Book 6096, Page 1 and Sheriffs Deed dated February 27, 2019 and recorded in the Gloucester County Clerk’s Office on April 15, 2019 in Deed Book 6067, Page 238; and

WHEREAS, the Borough acknowledges that RIC Aura succeeded to the rights and obligations of Aura Development Group under the Redevelopment Agreement; and

WHEREAS, on December 2, 2022, RIC Aura and D.R. Horton, Inc. – New Jersey entered into a Lot Purchase Agreement (the “Agreement”) for the sale and conveyance of the Property as one hundred sixteen (116) subdivided lots (the “Lots”); and

WHEREAS, the Agreement provides for RIC Aura to convey the Lots to D.R. Horton, Inc. – New Jersey in three (3) phases; and

WHEREAS, RIC AURA, LLC and D.R. Horton, Inc. – New Jersey executed an Assignment and Assumption Agreement to assign the Redevelopment Agreement to D.R. Horton, Inc. – New Jersey, who will assume and accept the assignment of all of RIC AURA, LLC’s rights, title, obligations, responsibilities, and interests in, to, and under the Redevelopment Agreement as it relates to the Property and become the Redeveloper of the Property; and

WHEREAS, pursuant to Section 6.1(c) of the Financial Agreement, in the event of a foreclosure, the Financial Agreement shall terminate with respect to only the portion of the Project foreclosed. As such, the Original Financial Agreement has terminated as a result of the

foreclosure and cannot be assigned via an Assignment Agreement. The Borough and D.R. Horton, Inc. – New Jersey must enter into this new Financial Agreement; and

WHEREAS, the Five-Year Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, any new construction, rehabilitation or improvements made in a redevelopment or rehabilitation area, subject to the terms and conditions of a Financial Agreement complying with the requirements of the Five-Year Tax Exemption Law set forth at *N.J.S.A.* 40A:21-10; and

WHEREAS, the Entity has applied to the Borough for Tax Exemption pursuant to the Five-Year Tax Exemption Law and the Redevelopment Agreement with respect to the Project (the “Exemption Application”); and

WHEREAS, the Entity wishes to have a Five-Year Tax Exemption granted for the redevelopment Project located at Camelot Phase II, Block 198.10, Lot 1 (formerly known as Block 198, Lot 2) as shown on the Tax Maps of Glassboro, New Jersey and Camelot Phase III, which includes Block 197, Lots 1-26 and Lots 58-62 & 68 and Block 197.12, Lots 1-4 & 9-14 (formerly known as Block 197, Lot 2.03) as shown on the Tax Maps of Glassboro and further depicted on Map No. 4773 and has requested that the Borough grant such Five-Year Tax Exemption; and

WHEREAS, Borough is agreeable to granting a Five-Year Tax Exemption and, in connection therewith, the Borough and the Entity will utilize provisions of the Five-Year Tax Exemption Law and such other statutes as may be sources of relevant authority, if any, to facilitate the financing of a portion of the Redevelopment Project that the Entity proposes to undertake at the Property; and

WHEREAS, the provisions of the Five-Year Tax Exemption Law and such other statutes as may be sources of relevant authority, if any, authorize the Borough to accept, in lieu of real property taxes, a PILOT Payment paid by the Entity to the Borough as set forth in such laws; and

WHEREAS, the Borough approves the Tax Exemption requested by the Entity in the Exemption Application subject to the terms and conditions of this Financial Agreement, and the Parties desire to set forth in detail the terms and conditions by which the Entity will pay PILOT Payments in lieu of real property taxes on the Project Improvements (defined herein), as well as their mutual rights and obligations with respect to the Tax Exemption applicable to the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE 1 GENERAL PROVISIONS

SECTION 1.1. Governing Law. This Financial Agreement shall be governed by the laws of the State of New Jersey, including the provisions of the Five-Year Tax Exemption Law, the Local Redevelopment and Housing Law, and such other statutes as may be sources of relevant authority, if any.

SECTION 1.2. General Definitions. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall mean:

Borough – The Borough of Glassboro, in the County of Gloucester, New Jersey, a municipal corporation of the State.

Bulk Sale – The sale of six (6) or more Fee Simple Units of the Project to a single purchaser at a single closing.

Certificate of Completion – A certificate issued by Borough in accordance with Section 3.8 of the Redevelopment Agreement.

Certificate of Occupancy – The certificate required to be issued pursuant to the State Uniform Construction Code Act, (*N.J.S.A. 52:27D-119 et seq.*), issued with respect to all or a portion of the Project upon Completion of all or a portion of the Project.

Completion, Complete or Completed – With respect to Project Improvements or portion thereof, as the case may be, that:

(a) all work related to the Project Improvements or portion thereof, to the extent applicable, or any other work or actions to which such term is applied has been acquired, constructed, installed or otherwise completed in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that:

(i) the Property or portion thereof, to the extent applicable may in all respects, be used and operated as intended under the Redevelopment Agreement and in accordance with the applicable provisions of the Redevelopment Agreement, or

(ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed; and

(b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Property and/or Project Improvements in its entirety or any portion thereof or such other work or action to which such term is applied; and

(c) such Completion has been evidenced by a written notice provided by the Redeveloper (or its successors, including any Transferee) with respect to the Property, Project Improvements or any portion thereof, which is reasonably acceptable to the Party receiving such notice.

Declaration – that Declaration of Covenants and Restrictions dated March 7, 2006, and recorded March 9, 2006 for the Property.

Default – The failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Financial Agreement after notice and opportunity to cure as provided herein.

Entity – D.R. Horton, Inc. – New Jersey, a Delaware corporation, with offices at 2040 Briggs Drive, Suite A, Mt. Laurel, New Jersey 08054 and any subsequent purchaser or successor in interest to the ownership of the Property or any portion thereof, including a Fee Simple Unit,

which transfer is carried out in accordance with the terms of the Redevelopment Agreement and this Financial Agreement.

Exemption Application – The application filed by the Entity with Borough for a Five-Year Tax Exemption for the Project, attached hereto as Exhibit B.

Fair Market Value – The value of the Property or a portion thereof, determined by what a willing buyer would pay a willing seller on the open market and in an arms-length transaction to acquire the Property or a portion thereof.

Fee Simple Unit – An individual Residential Unit that constitutes a portion of the Property and that is sold in fee simple to a purchaser.

Financial Agreement – This Financial Agreement between the Borough and the Entity and any written amendments and supplements hereto.

Five-Year Tax Exemption Law – *N.J.S.A. 40A:21-1 et seq.*

In Rem Foreclosure Act – *N.J.S.A. 54:5-1 et seq.*

In Rem Tax Foreclosure – A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by the In Rem Foreclosure Act.

Local Redevelopment and Housing Law – *N.J.S.A. 40A:12A-1 et seq.*

Material Conditions – As defined in Section 4.4 hereof.

Ordinance - Ordinance No. _____ adopted by the Borough Council on _____, attached hereto as Exhibit C.

Party – A party to this Financial Agreement, either the Entity or the Borough, or both, as the context suggests.

PILOT Payment - The payment by the Entity to the Borough pursuant to Section 4.1 and 4.2 hereof in the amounts set forth on Exhibit A.

Project – The construction as defined in *N.J.S.A. 40A:21-3(g)*., of the Project Improvements as defined below.

Project Improvements – All buildings, structures, improvements, site preparation work, and amenities necessary for the implementation and Completion of the Project more specifically described as the Phase I Project Improvements in Section 9.1.A. of the Redevelopment Agreement and on Exhibit B to the Redevelopment Agreement.

Property – The land described in the above Recitals and on Exhibit E hereto.

Redeveloper – The Entity/D.R. Horton, Inc. – New Jersey who is the assignee under Assignment

of Assumption Agreement between D.R. Horton, Inc. – New Jersey and RIC AURA, LLC and the Redeveloper for the Property.

Redevelopment Agreement – The agreement between the Borough and the Redeveloper setting forth their respective rights and responsibilities for redevelopment of the Property, dated _____.

Residential Unit – A portion of the Property constructed as a single-family residential unit, which may be a stand alone single family dwelling or part of a multi-family structure such as condominiums, town homes or flats.

State – The State of New Jersey.

Tax Exemption – The portion of the True and Taxable Value of the Property and the Project Improvements thereon, not regarded as taxable for purposes of determining the amount of property tax owed.

Tax Phase-In Basis – A basis used to calculate the amount of taxes payable under the Five-Year Tax Exemption Law pursuant to *N.J.S.A. 40A:21-10(c)*., which establishes a minimum, but not a maximum, tax payment for each year of the Tax Exemption. For purposes of this Financial Agreement, the yearly PILOT Payments to be made pursuant to the Tax Phase-In Basis are those which are set forth in Section 4.2.b.

Taxes Otherwise Due – The amount of taxes due and owing on the Property determined pursuant to Section 4.2.a.

Transferee Entity – An entity as defined in Section 6.1.b, below.

True Taxable Value – The assessed value of the Property and Project Improvements following the Completion of the Project Improvements representing the true fair market value of the Property and any Project Improvements thereon, or any portion thereof.

SECTION 1.3. Interpretation and Construction. In this Financial Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Financial Agreement, refer to this Financial Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of execution of this Financial Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

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

(d) Any headings preceding the texts of the several Articles and Sections of

this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

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

ARTICLE 2 APPROVAL

SECTION 2.1. Borough's Findings. The Borough makes the following findings with respect to the Tax Exemption granted in this Financial Agreement:

a. The Tax Exemption will benefit the Borough and its inhabitants by furthering the redevelopment and rehabilitation of the Property and the neighborhood surrounding the Property. Rehabilitation of the Property will prevent further decline in the condition and value of the Property, permitting the Borough to rely more on the Property as a source of payments in lieu of taxes and future tax revenue, thereby enhancing the long-term value of the Property to the Borough. These benefits are expected to outweigh substantially any costs to the municipality associated with the Tax Exemption.

b. The Tax Exemption to be granted under this Financial Agreement is important to the Borough. Because of the cost of rehabilitation of the Property, it is likely that the work would not be undertaken and the Residential Units and Commercial Units would not be readily sold without the incentive of the Tax Exemption granted under this Financial Agreement.

SECTION 2.2. Entity's Covenants and Representations.

a. Submission of an Exemption Application. Entity agrees to submit an Exemption Application to the Borough complying with the requirements set forth in *N.J.S.A.* 40A:21-9. The Project shall be as described in detail in the Exemption Application and shall be consistent with the description of the Project Improvements set forth in Exhibit B of the Redevelopment Agreement.

b. Use, Management and Operation of the Project. RIC Aura and the Entity entered into a Lot Purchase Agreement for the sale and conveyance of the Property as one hundred sixteen (116) subdivided lots. The Project, as further detailed in the Redevelopment Agreement, will be used as Residential Units, recreational facilities, off-street parking, and other features set forth in the Declaration. The Project will be managed by the Entity who will be responsible for all matters affecting the Project, and attending to the physical maintenance of the Project and the grounds appurtenant thereto until the Project or any portion thereof is transferred to a homeowner's association for the Project in accordance with the Declaration. Upon transfer, the homeowner's association shall be responsible for attending to the physical maintenance of the Project and the grounds appurtenant thereto, with the exception of the Residential Units which

will be maintained by the owner of the individual Residential Unit. The Entity represents and covenants that, effective as of the Completion of the Project, the Project shall be used, managed and operated for the purposes set forth in the Exemption Application, and the land use applications filed therewith, and as approved by, the Borough in connection with this Project.

SECTION 2.3. Approval of Tax Exemption. Pursuant to the Ordinance, the Property and the Project Improvements owned by the Entity shall be exempt from taxation as provided in the Five-Year Tax Exemption Law. It is expressly understood and agreed by the Parties hereto that the Borough expressly relies upon the facts, data and presentations contained in the Exemption Application in granting this Tax Exemption.

SECTION 2.4. Approval of Project to be Undertaken by the Entity. Approval hereunder is granted to the Entity for the contemplated Project, which shall in all respects materially comply and conform to all applicable statutes of the State, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof, and which Project is more particularly described in the Exemption Application.

ARTICLE 3 DURATION OF THE FINANCIAL AGREEMENT

SECTION 3.1. Term. It is understood and agreed by the Parties that this Financial Agreement, including the obligation to pay PILOT Payments required under Article 4 hereof and the Tax Exemption granted and referred to in Section 2.3 hereof, shall remain in effect for a period of five (5) years beginning on January 1st of the first full tax year following the date of the issuance of the Certificate of Occupancy for each Residential Unit or Commercial Unit. This Financial Agreement shall constitute evidence of a lien securing such obligation, which lien shall survive any termination hereof. At the expiration of the term hereof the Tax Exemption for the Project shall expire and the Project Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Borough. After expiration of the term hereof, all restrictions and limitations upon the Entity imposed pursuant to this Financial Agreement shall terminate.

ARTICLE 4 PILOT PAYMENTS

SECTION 4.1. PILOT Payments. Notwithstanding anything herein to the contrary, or the exercise by the Borough of any right or remedy provided for herein or otherwise available with respect hereto, the Entity shall pay the PILOT Payment and any other municipal financial obligations, if any, for the duration of the Five-Year Tax Exemption period of this Financial Agreement. The Entity's obligation to make the PILOT Payment shall be absolute and unconditional and not subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation to any violation by the Borough of any provisions of this Financial Agreement, termination of the Redevelopment Agreement or failure of the Redeveloper to Complete the Project. The PILOT Payments shall accrue from January 1 of the year after a Certificate of Occupancy is issued on the Property for each Residential Unit or Commercial Unit in accordance with Section 3.1 above.

SECTION 4.2. Calculation of PILOT Payment. Pursuant to *N.J.S.A.* 40A:12A-66, the provisions of *N.J.S.A.* 40A:21-10, the PILOT Payment for the length of the Tax Exemption is

calculated as follows:

a. Assessment of True Taxable Value. On October 1st immediately following the issuance of the Certificate of Occupancy, the Tax Assessor shall determine the True Taxable Value of the Property and the Project Improvements for each Residential Unit receiving the Certificate of Occupancy. Upon determining the True Taxable Value, the Tax Assessor shall determine the amount of tax otherwise due on the Property and Project Improvements as if no Financial Agreement had been executed and no Tax Exemption had been granted (“Taxes Otherwise Due”).

b. Yearly PILOT Payments. The schedule of PILOT Payments over the term of this Financial Agreement shall be as calculated in accordance with the Tax Phase-In Basis as follows:

<u>Stage</u>	<u>PILOT Payment</u>
Year 1	40% of Taxes Otherwise Due
Year 2	50% of Taxes Otherwise Due
Year 3	60% of Taxes Otherwise Due
Year 4	70% of Taxes Otherwise Due
Year 5	80% of Taxes Otherwise Due

The PILOT Payment for each Residential Unit shall not commence until January 1 of the calendar year following the Completion Date.

SECTION 4.3. Quarterly Installments. Property taxes for each Fee Simple Unit shall be payable in two segments: (1) payment of the Bare Land Taxes and (2) payment of the PILOT Payment. The Entity expressly agrees that installments of the aforesaid payments shall be paid quarterly in a manner consistent with Borough’s tax collection schedule, subject, nevertheless, to adjustment for overpayment or underpayment within thirty (30) days after the close of each calendar year. The first installment of the PILOT Payment shall be paid within thirty (30) days of the receipt of the first tax bill. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under State law in the case of unpaid taxes or tax liens on the land until paid.

SECTION 4.4. Material Conditions. It is expressly agreed and understood that all payments of PILOT Payments, Special Assessments and any interest payments, penalties or costs of collection due thereon, as applicable, are material conditions of this Financial Agreement (“Material Conditions”). If any other term, covenant or condition of this Financial Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 4.5. PILOT Payments as Municipal Lien. As provided in *N.J.S.A. 40A:12A-68a*, and such other statutes as may be sources of relevant authority, if any, the PILOT Payment shall be a continuous, municipal lien on the Property and Project Improvements.

ARTICLE 5 CERTIFICATE OF OCCUPANCY

SECTION 5.1. Certificate of Occupancy. It is understood and agreed that the Entity shall remain obligated to make application for and make all good faith efforts which are reasonable to obtain Certificates of Occupancy for the Project in a timely manner as identified in the Exemption Application. Borough shall cooperate with the Entity in securing the Certificate of Occupancy and shall provide assistance in securing the Certificate of Occupancy in a timely manner, to the extent permitted by law.

SECTION 5.2. Filing of Certificate of Occupancy. It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the Borough a copy of such certificate.

ARTICLE 6 ASSIGNMENT AND/OR ASSUMPTION

SECTION 6.1. Approval. Transfer and/or sale of the Property and/or Project Improvements is strictly prohibited, except in accordance with the provisions of Article 6. All transfers require the consent of the Borough which shall be granted in accordance with the following:

a. **Sale of Individual Residential Units and Commercial Units.** The Borough hereby consents to a sale of the individual Residential Units in fee simple ("Fee Simple Unit"), and to their successors or assigns. Upon the sale to the Fee Simple Unit purchaser, the transferor's obligations under this Financial Agreement as to the Fee Simple Unit sold shall become the obligation of the purchaser, and the Tax Exemption of the Fee Simple Unit and any obligations hereunder related thereto shall continue and inure to the Fee Simple Unit purchaser and his or her respective successors or assigns. Nothing herein, however, shall permit the Bulk Sale of any Fee Simple Units and it is specifically agreed that no Bulk Sales shall be permitted unless in accordance with Article 7 of the Redevelopment Agreement.

b. **Transfer of the Entire Project.** If the Entity transfers the Project to another redevelopment entity pursuant to the Article 7 of the Redevelopment Agreement ("Transferee Entity"), and the Transferee Entity has assumed all of the Entity's contractual obligations under this Financial Agreement, then the Entity shall be discharged from any further obligation under this Financial Agreement. Upon assumption by the Transferee Entity of the Entity's obligations under this Financial Agreement, the Tax Exemption of the Property shall continue and inure to the Transferee Entity and his or her respective successors or assigns.

c. **Foreclosure.** In the event of a foreclosure, or the transfer of any part of the Project as a result of the exercise of remedies by a mortgagee, this Financial Agreement shall terminate with respect to only the portion of the Project foreclosed and the foreclosing mortgagee shall have no rights or obligations under this Financial Agreement as to the portion of the Project foreclosed, except for the obligation to pay any due and unpaid PILOT Payment. Nothing in this

Financial Agreement shall require the consent of any Party to this Financial Agreement with respect to any transfer of any part or all of the Project, the Project Improvements or the Property as a result of a foreclosure or the exercise of remedies by a mortgagee.

SECTION 6.2. Operation of Project. The Project shall be operated in accordance with law.

SECTION 6.3. Subordination of Fee Title. It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the PILOT Payments and Special Assessment, and to the rights of the Borough, to encumber the fee title to the Property, and that any such encumbrance or assignment shall not be deemed to be a violation of this Financial Agreement.

ARTICLE 7 COMPLIANCE AND ENFORCEMENT

SECTION 7.1. Statutes and Ordinances. The Entity hereby agrees at all times prior to the expiration or termination of this Financial Agreement to remain bound by the provisions of Federal and State law and any lawful ordinances and resolutions of the Borough. The Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Financial Agreement. Failure of any Transferee Entity or purchaser of a Fee Simple Unit to comply with such statutes or ordinances shall constitute a violation and breach of the Financial Agreement as to their respective portions of the Project.

SECTION 7.2. Enforcement. This Financial Agreement may only be enforced by the Parties hereto or their successors or assigns and no third party, except a Transferee Entity or purchaser of a Fee Simple Unit, shall have standing to enforce the terms of this Agreement, provided however, that any Transferee Entity or purchaser of a Fee Simple Unit, shall only be entitled to enforce this Financial Agreement to the extent applicable to their interest in the Property.

ARTICLE 8 WAIVER

SECTION 8.1. Waiver. Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Borough or the Entity of any rights and remedies provided by law except for an express written waiver of certain rights of acceleration and certain rights to terminate the Financial Agreement and Tax Exemption for violation of any condition provided herein. Nothing herein shall be deemed to limit any right of recovery that the Borough or the Entity has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE 9 DEFAULT

SECTION 9.1. Default By Entity, Transferee Entity or purchaser of a Fee Simple Unit. Default shall be deemed to have occurred if the Entity or any Transferee Entity or purchaser of a Fee Simple Unit fails to conform to the terms of this Financial Agreement or fails to perform any obligation imposed upon the Entity, Transferee Entity or purchaser of a Fee Simple Unit by statute, ordinance or lawful regulation. Failure of any Entity, Transferee Entity or purchaser of a Fee Simple Unit to make timely PILOT Payments as required herein shall constitute a breach of this Financial Agreement as to their respective portions of the Project. Past due PILOT

Payments shall be subject to interest and late fees at rates set by the Borough in accordance with Section 4.3 herein. A payment more than sixty (60) days late shall be grounds for termination of this Financial Agreement or its applicability to any portion of the Project or Property pursuant to Section 9.4 below in the sole discretion of the Borough. It shall not constitute default or breach hereunder if the Entity, Transferee Entity or purchaser of a Fee Simple Unit fails to perform its obligations hereunder if such failure is due to (a) such change is pursuant to a written agreement between Borough and the Entity, Transferee Entity or purchaser of a Fee Simple Unit so affected by such change, provided that Entity, Transferee Entity or purchaser of a Fee Simple Unit is performing in accordance with the new written agreement; (b) such change is due to an order, judgment, action, inaction and/or determination of any Governmental Body (other than Borough) affecting this Financial Agreement specifically or tax abatements or exemptions or financial agreements generally which prohibits or impedes performance hereunder, provided that the Entity, Transferee Entity or purchaser of a Fee Simple Unit is complying with the order, judgment, action, inaction and/or determination of the Governmental Body; (c) a change in any laws, statutes, codes, ordinances, orders, rules or regulations with respect to tax exemptions or abatements or financial agreements which prohibits or impedes performance hereunder, provided that the Entity, Transferee Entity or purchaser of a Fee Simple Unit's actions are consistent with any such laws, statutes, codes, ordinances, orders, rules or regulations so changed; or (d) such change is due to a default by Entity, Transferee Entity or purchaser of a Fee Simple Unit.

SECTION 9.2. Default By Borough. Default shall be deemed to have occurred if the Borough changes the tax abatement and exemption provided hereunder or changes the method or amount of PILOT Payments due hereunder, unless (a) such change is pursuant to a written agreement between Borough and the Entity, Transferee Entity or purchaser of a Fee Simple Unit so affected by such change; (b) such change is due to an order, judgment, action, inaction and/or determination of any Governmental Body (other than Borough) affecting this Financial Agreement specifically or tax abatements or exemptions or financial agreements generally or a change in any laws, statutes, codes, ordinances, orders, rules or regulations with respect to tax exemptions or abatements or financial agreements; or (c) such change is due to a default or breach of this Financial Agreement by Entity, Transferee Entity or purchaser of a Fee Simple Unit or due to an Event of Default under the Redevelopment Agreement by the Entity or Redeveloper.

SECTION 9.3. Cure Upon Default. Should the Entity, Transferee Entity or purchaser of a Fee Simple Unit be in Default of any obligation under this Financial Agreement, the Borough shall notify the Entity, Transferee Entity or purchaser of a Fee Simple Unit and any mortgagee thereof in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Entity, Transferee Entity or purchaser of a Fee Simple Unit shall have thirty (30) days to cure any Default (other than a Default in payment of any installment of the PILOT Payment, or Special Assessments if applicable, in which case there shall be no Cure Period). Subsequent to the thirty (30) days, the Borough shall have the right to proceed against the Property or any portion thereof pursuant to applicable provisions of the law, including *N.J.S.A. 40A:12A-58* and *-68*. No Default hereunder by the Entity, Transferee Entity or purchaser of a Fee Simple Unit shall terminate the Five-Year Tax Exemption described herein and its obligation to make PILOT Payments, which shall continue in effect for the duration of this Financial Agreement, provided that the cure occur within the Cure Period.

SECTION 9.4. Remedies Upon Default Cumulative; No Waiver. Subject to the provisions of this Financial Agreement, all of the remedies provided in this Financial Agreement to the Borough and

all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Financial Agreement shall deprive the Borough of any of their remedies or actions against the Entity because of Entity's failure to pay the PILOT Payment, any applicable Special Assessments, any applicable water and sewer charges, and/or any other municipal charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for PILOT Payments, Special Assessments or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of PILOT Payments, Special Assessments or other charges and shall not be construed as a waiver of the right to proceed with In Rem Tax Foreclosure action consistent with the terms and provisions of this Financial Agreement.

SECTION 9.5. Termination of Agreement. If during any tax year prior to the termination of this Financial Agreement or its applicability to any portion of the Project or the Property, the Entity ceases to operate or disposes of the Property except in accordance with Section 2.2.b. and Article 6 herein, then the Tax Otherwise Due for each tax year shall become due and payable from the Entity as if no Tax Exemption had been granted. The governing body of the Borough shall notify the Entity, the Tax Collector and Tax Assessor forthwith and the Tax Collector shall within 15 days thereof notify the owner of the Property of the amount of taxes due. However, with respect to the disposal of the Property, where it is determined that the new owner of the Property will continue to use the Property pursuant to the conditions which qualified the Property, no tax shall be due, except that the PILOT Payment shall continue and this Financial Agreement shall remain in effect. At the termination of the Tax Agreement, the Property shall be subject to all applicable real property taxes as provided by State law, regulation and ordinance.

ARTICLE 10 REMEDIES

SECTION 10.1. Remedies. In the event of a breach of this Financial Agreement by any of the Parties hereto or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, other than those items specifically included as Material Conditions herein, any Party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Five-Year Tax Exemption Law, as amended and supplemented. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Financial Agreement, as if the PILOT Payment were taxes or municipal liens on land. The Borough shall have the rights and remedies of tax enforcement granted to municipalities by law as if the PILOT Payments constituted regular tax obligations on real property within the Borough. In addition to any other remedies which the Borough may have under this Financial Agreement, in the event of Default by the Entity, a Transferee Entity or a purchaser of a Fee Simple Unit, the Borough may, in its sole discretion terminate this Financial Agreement as to the applicable portion of the Project or Property, pursuant to Section 9.4 above.

**ARTICLE 11
CONSTRUCTION**

SECTION 11.1. Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Financial Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

**ARTICLE 12
INDEMNIFICATION**

SECTION 12.1. Indemnification by Entity. It is understood and agreed that in the event the Borough shall be named as party defendant in any action brought against the Entity by reason of any breach, Default or a violation of any of the provisions of this Financial Agreement and/or the provisions of the Short Term Tax Exemption Law by Entity, the Entity shall indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity or Redeveloper and/or by reason of any breach, Default or a violation of any of the provisions of this Financial Agreement and/or the provisions of *N.J.S.A. 40A:20-1 et seq.* by virtue of the action or inaction of the Entity or Redeveloper.

**ARTICLE 13
MISCELLANEOUS**

SECTION 13.1. Notice. Any notice required hereunder to be sent by any Party to another Party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested, as follows:

- a. Entity. When sent to the Entity it shall be addressed as follows:

D.R. Horton, Inc. – New Jersey
2040 Briggs Drive, Suite A
Mt. Laurel, New Jersey 08054

With a copy to:

Todd D. Greene, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701
tgreene@ghclaw.com

- b. Borough. When sent to the Borough, it shall be addressed to the Mayor, Business Administrator, and Borough Clerk, individually with copies to the Tax Collector, Tax Assessor, and the Chief Financial Officer unless prior to the giving of notice the Borough shall have notified the Entity otherwise at the following address:

Borough of Glassboro
Attn: Karen Cosgrove, Municipal Clerk
1 South Main Street
Glassboro, New Jersey 08028

With a copy to:

M. James Maley, Jr., Esquire
Maley Given, P.C.
1150 Haddon Ave, Suite 210
Collingswood, New Jersey 08108
jmaley@maleygivens.com

The notice to the Borough shall identify the subject with the tax account numbers of the tax parcels comprising the Property.

SECTION 13.2. Conflict. The Parties agree that in the event of a conflict between the Exemption Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

SECTION 13.3. Oral Representations. There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance of the Borough authorizing this Financial Agreement, and the Exemption Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

SECTION 13.4. Entire Document. All conditions in the Ordinance of the Borough Council approving this Financial Agreement are incorporated in this Financial Agreement and made a part hereof.

SECTION 13.5. Good Faith. In their dealings with each other, the Parties agree that they shall act in good faith.

SECTION 13.6. Recording. This entire Financial Agreement will be filed and recorded with the Warren County Clerk by the Entity at the Entity's expense.

SECTION 13.7. Municipal Services. The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the PILOT Payments, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments. In addition, nothing herein is intended to limit the authority of the Borough to levy taxes as a Special Assessment.

SECTION 13.9. Municipal Determinations. The Borough hereby finds and determines that this Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the Borough because it allows for redevelopment of a under utilized site into productive, useful and

job-creating property, and further:

SECTION 13.10. Counterparts. This Financial Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.11. Amendments. This Financial Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 13.12. Governing Law. This Financial Agreement shall be governed by the provisions of the Five-Year Tax Exemption Law and the laws of the State of New Jersey.

SECTION 13.13. Severability. If any term, covenant or condition of this Financial Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Financial Agreement and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

ARTICLE 14 EXHIBITS AND SCHEDULES

SECTION 14.1. Exhibits. Any and all Exhibits annexed to this Financial Agreement, as set forth below are incorporated herein and hereby made a part of this Financial Agreement by this reference thereto.

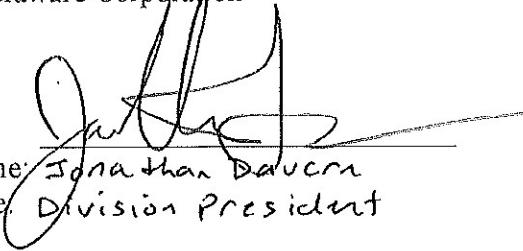
Exhibit A	Description of Project Improvements
Exhibit B	Description of Property
Exhibit C	Exemption Application

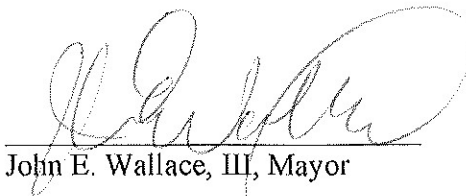
**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year first above written.

D.R. HORTON, INC. – NEW JERSEY,
a Delaware Corporation

THE BOROUGH OF GLASSBORO

By: 
Name: Jonathan Davern
Title: Division President

By: 
John E. Wallace, III, Mayor

ATTEST:

By: _____

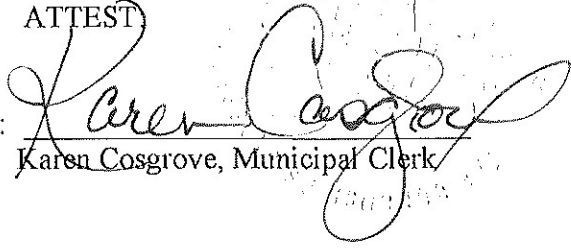
ATTEST
By: 
Karen Cosgrove, Municipal Clerk

EXHIBIT A
DESCRIPTION OF PROJECT IMPROVEMENTS

EXHIBIT B
PROJECT IMPROVEMENTS

Phase I Project Improvements.

Phase I improvements consist of all improvements required in the Approved Final Site Plan I and any other applicable Governmental Approvals, all Applicable Laws, all applicable bonding this Redevelopment Agreement. The Phase I site consists of 450 active adult single family recreational component. In addition to the construction of the individual residential unit constructed as they are sold and building permits are obtained, and the clubhouse, which construction and being framed, the following is an estimate and projection of the other remaining improvements:

Item	% Completed	% to Fin
Sewer Pipe	80%	20%
Sewer Pump Station	100%	0%
Water pipes	80%	20%
Land grading	90%	10%
Roads to base course	50%	50%
Roads to Final Top Coating	0%	100%
Curb	60%	40%
Sidewalk	20%	80%
Storm Water Pipes	80%	20%
Storm Water Basins	95%	5%
Gas, electric, and cable utilities	75%	65%
Offsite improvements	100%	0%

Phase II Project Improvements.

Phase II Project Improvements shall be completed pursuant to the Approved Final Site I Governmental Approval, all Applicable Laws, all applicable bonding requirements, and II Agreement. All Project Improvements shall comply with the Architectural Design Redevelopment Plan. Phase II Project Improvements shall consist of a mix of Residential (or Residential Units) including single family homes, townhomes, flats and duplex apartmc structured parking and approximately 250,000 sq. ft. retail space. The mix of Individual Reside as follows:

	Proposed Units	Proposed Be
Market Rate - Single Family	111	456
Active Adult - Flats	0	0
Market Rate - Flats	108	212
Three Bedroom Towns	106	321
Two Bedroom Towns and Flats	02	180

Source: Initial Redevelopment Agreement

EXHIBIT B
DESCRIPTION OF PROPERTY

Block 198.10, Lot 1 (formerly known as Block 198, Lot 2) as shown on the Tax Maps of
Glassboro, New Jersey;

Block 197, Lots 1-26 and Lots 58-62 & 68 and Block 197.12, Lots 1-4 & 9-14 (formerly
known as Block 197, Lot 2.03) as shown on the Tax Maps of Glassboro and further
depicted on Map No. 4773.

EXHIBIT C
EXEMPTION APPLICATION

To be attached at time of execution of this Financial Agreement.