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## Resolution

### Authorizing Settlement Agreement with Ridge Road Properties, LLC

**WHEREAS**, a builder's remedy complaint against the Township and the Planning Board was filed on March 28, 2019, by Ridge Road Properties, LLC, entitled Ridge Road Properties, LLC v. Township of South Brunswick, et al., under Docket No. MID-L-2510-19 (Builder's Remedy Action); and

**WHEREAS**, the Court having rendered various Opinions and Orders following multiple dates of trial and briefing concerning the Township's regional affordable housing fair share obligations for the period from 1999 through 2025; and

**WHEREAS**, notwithstanding the Township's and Planning Board's appeal of the above referenced Opinions and Orders, the Township, Planning Board and Ridge Road Properties, LLC, have reached an agreement that will resolve all issues as to all parties in the Builder's Remedy Action; and

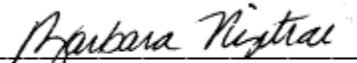
**WHEREAS**, the Township Council has reviewed the proposed settlement and believes that it is in the best interests of the health, safety and welfare of the residents of South Brunswick to authorize execution of the settlement agreement, subject to approval of the N.J. Superior Court after a duly noticed Fairness Hearing to be held by the court;

**NOW THEREFORE BE IT RESOLVED** on this 25th day of January, 2022, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

- 1) The Township Council hereby authorizes execution of the Settlement Agreement between Ridge Road Properties, LLC, the Township and the Planning Board in the matter entitled Ridge Road Properties, LLC v. Township of South Brunswick, et al., under Docket No. MID-L-2510-19, subject to approval of the N.J. Superior Court after a duly noticed Fairness Hearing to be held by the court.
- 2) The Mayor, Township Manager, Township Clerk and the Township's attorney shall be and are hereby authorized to execute any and all documents necessary to carry out the terms and conditions of the settlement.

<b>RESULT:</b>	<b>ADOPTED [4 TO 0]</b>
<b>MOVER:</b>	Joseph Camarota, Deputy Mayor
<b>SECONDER:</b>	Josephine "Jo" Hochman, Councilwoman
<b>AYES:</b>	Joseph Camarota, Archana "Ann" Grover, Josephine "Jo" Hochman, Charlie Carley
<b>RECUSED:</b>	Ken Bierman

This is to certify that the foregoing is a true copy of a resolution adopted at the South Brunswick Township Council meeting held on January 25, 2022.

  
Barbara Nyitrai, Township Clerk

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (“Agreement”) made this 26 day of ~~January~~ <sup>April</sup> 2022, by and between:

**TOWNSHIP OF SOUTH BRUNSWICK**, a municipal corporation of the State of New Jersey, County of Middlesex, having an address at 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter the “Township”);

**TOWNSHIP OF SOUTH BRUNSWICK PLANNING BOARD**, a land use board constituted under the authority of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., having an address of 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter the “Planning Board”);

And

**RIDGE ROAD PROPERTIES, LLC** a limited liability company having an address of 3460 Savannah Pl, Vero Beach, FL 32963 (hereinafter “Ridge Road” or “Developer”);

Collectively, the Township, Planning Board and Ridge Road are referred to as the “Parties.”

**WHEREAS**, Ridge Road is the owner of the real property located along Ridge Road and Perrine Road, South Brunswick, designated as Block 79, Lots 4.02, 4.031, 4.032, 4.04, 6.01 and 6.03 on the tax map of the Township of South Brunswick, New Jersey (“Property”), consisting of approximately 176.26 acres; and

**WHEREAS**, on July 1, 2015, the Township filed its declaratory judgment action seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (defined below), in addition to related reliefs in the litigation styled, In the Matter of the Application of the Township of South Brunswick, original docket no. MID-L-3878-15, transferred to Mercer County as docket no. MER-L-0816-17 by order dated April 13, 2017, and transferred back to Middlesex County by Order dated July 13, 2017, subsequently assigned docket no. MID-L-4433-17 (the “DJ Action”); and

**WHEREAS**, the court issued various Orders in the DJ Action, which culminated in the Planning Board adopting under protest and the Township endorsing the “2020 Amended Housing Element and Fair Share Plan,” prepared by Clarke Caton Hintz, adopted (under protest) on June 17, 2020, endorsed (under protest) June 23, 2020 (“Affordable Housing Plan”); and

**WHEREAS**, the Property is included in the Affordable Housing Plan to be rezoned for an inclusionary development with a total of 1,320 residential units, including 264 affordable housing units/credits, and, pursuant to Court Order, on June 23, 2020, the Township adopted Ordinance #2020-8 under protest, which, among other changes to the zoning in the Township, created the Court’s Third Round Affordable Housing District (“CTRAH IV”) and rezoned the Property to enable the approval of the inclusionary development; and

**WHEREAS**, the Affordable Housing Plan and Ordinance #2020-8 were approved by the Court at a Final Compliance Hearing on October 22, 2020; and

**WHEREAS**, the Parties desire to amend the zoning of the Property, creating a development opportunity, via a redevelopment overlay zone, which will enable the construction of not more than 2,700,000 square feet of industrial, warehouse and/or distribution center uses among other improvements; and require a financial contribution as provided herein, which will provide funding for 264 affordable housing units/credits to be created on other property in the Township; and

**WHEREAS**, this Agreement creates public benefits including the non-residential development of the Property; will provide funding for 264 affordable housing units/credits to be created elsewhere in the Township at a location determined by the Township; and the Ridge Road and U.S. Route 1 Intersection Improvements; and

**WHEREAS**, the Planning Board is a party to this Agreement and will abide by the terms of this Agreement as set forth below; and

**WHEREAS**, the Parties will seek the Court's approval of this Agreement in connection with the DJ Action, and the Parties intend to be bound by this Agreement, provided this Agreement is approved by the Court; and

**WHEREAS**, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this Agreement;

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

## **ARTICLE I – THE DEVELOPMENT OF THE PROPERTY**

**A) Redevelopment Process.** The Parties intend for this Agreement to set forth the terms which will enable the redevelopment of the Property with no more than 2,700,000 square feet of industrial, warehouse and/or distribution center uses, including “E-Commerce Fulfillment Centers” “Light Industry,” and “Warehouse” as defined in South Brunswick Section 62.3, and related improvements (“Development”), named the “Light Industrial Redevelopment Zone,” as more fully described in this Agreement. The Development shall be consistent with the zoning standards attached hereto and made a part hereof as **Exhibit B**, which have been reviewed and approved by the Township's and the Planning Board's professionals (“Ordinance”). The concept plan attached as **Exhibit A** is for illustration purposes only and the applicable zoning standards shall govern the construction of the Development.

The Township and the Planning Board shall undertake all necessary actions to enable the Development to be approved as a Redevelopment Project, which shall include but shall not be limited to the requirements set forth in this Section:

a) the Township has adopted a resolution to authorize/instruct the Planning Board to conduct an investigation as to whether the Property meets the statutory requirements for declaration as an area in need of redevelopment or rehabilitation pursuant to the provisions of the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (“LRHL”).

b) In the event the Planning Board finds that the Property meets the statutory requirements of the LRHL as an Area in Need of Redevelopment or Rehabilitation:

i) the Township shall declare the area to be in need of redevelopment or rehabilitation, and authorize the Planning Board to prepare a redevelopment plan, within thirty (30) days of receipt of the Planning Board’s recommendation;

ii) the Township shall adopt a redevelopment plan permitting the Development as of right consistent with Exhibit A and Exhibit B, which said redevelopment plan shall be voted on by the Township Council no later than sixty (60) days of the approval of this Agreement by the Court pursuant to Article II hereof;

iii) if Ridge Road or its appointee qualifies as an Urban Renewal Entity (“URE”), the Township shall designate Ridge Road or its qualified appointee as the designated redeveloper of any portion of the Property that is declared to be in an area in need of redevelopment or rehabilitation at the same meeting as the adoption of the redevelopment plan (as used in this agreement “Ridge Road” or “Developer” shall also mean the URE after it has been designated as the redeveloper);

iv) the Township and Ridge Road shall execute a final, binding redevelopment agreement that is consistent with a duly adopted redevelopment plan at the same meeting as the adoption of the redevelopment plan;

v) If the Commissioner of Community Affairs disapproves of the property being declared an area in need of redevelopment or rehabilitation, or if a court of competent jurisdiction overturns any redevelopment or rehabilitation designation, either Party may terminate this Agreement, in which case the Parties shall be restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the Parties, and no Party shall be entitled to use this Agreement or negotiations in conjunction therewith. The Township shall return any unused escrow funds to Ridge Road within ten (10) days;

- vi) the Township agrees to incorporate a “Governmental Approval Contingency” as part of the redevelopment agreement (the “RDA”) allowing the parties to void the RDA if a mutually acceptable agreement cannot be reached pursuant to the Long Term Tax Exemption Law (the PILOT Agreement” which will apply to all of the light industrial, warehouse(s) and distribution center(s) to be constructed pursuant to this Agreement. The specific terms of the PILOT agreement, including the annual service charge due to the Township, shall be negotiated between the parties and set forth in said PILOT Agreement.

**B) Rezoning Process.** In the event the redevelopment process set forth above does not result in the adoption of the Redevelopment Overlay Zone because the Property does not meet the statutory requirements of the LRHL, the Township Council shall adopt an overlay zone to permit the Development consistent with Exhibit B as of right, and Ridge Road shall have the right to proceed under said overlay zone in lieu of proceeding under the redevelopment process set forth above.

**C) Standards to be Applied to Development.** Whether the Property is developed via the Redevelopment Process or the Rezoning Process, the following standards shall apply to the development of the Property:

1) **Use.** The use of the Property shall be for light industrial, warehouse and/or distribution center uses, including “E-Commerce Fulfillment Centers” “Light Industry,” and “Warehouse” as defined in the South Brunswick code Section 62.3 and the Ordinance shall permit all of the principal and accessory uses set forth in the Ordinance.

2) **Bulk Standards.** The building height and bulk standards that shall apply to the Development are set forth below and are contained in the Ordinance.

a) Height limits: The maximum height for all buildings shall not exceed 55 feet inclusive of any parapet walls.

b) Area and yard requirements:

(1) Lots with frontage on a dual highway shall have a minimum lot width of 300 feet and minimum lot depth of 250 feet. Lots which do not have frontage on a dual highway shall have a minimum lot width of 200 feet and a minimum lot depth of 300 feet.

(2) There shall be a minimum front yard setback of 100 feet from the street line to the main foundation line of the nearest building or structure.

(3) The minimum side yard shall be 25 feet, but in no event shall either side yard be less than the height of the building or structure. The minimum rear yard shall be 50 feet.

(4) Total building and structure coverage shall not exceed 40 percent of the lot area. Total lot coverage (buildings, structures, paving, sidewalks and driveways, etc.) shall not exceed 70 percent.

(5) There shall be a buffer consistent with existing Township Code applicable to this property along any boundary of the property that adjoins a residential zone existing as of 1/1/20 or that fronts any portion of a public road. The buffer zone shall be 200 feet wide, measured from the border with the adjoining residential zone or from the centerline of the public road.

- a. That buffer will include an earthen berm not less than 10 feet in height, topped by fencing, which shall be 6 to 8 feet in height.
- b. In addition, trees at a minimum of six feet in height at the time of planting will be planted 8 feet apart on the side of the berm that is facing the neighboring zone or road.
- c. Where the property abuts properties zoned residential as of 1/1/20, the 200' buffer shall not contain any parking, buildings or other structures except for those utilities and driveways providing access to the property.

Where the property abuts non-residentially zoned properties, limited site improvements may be located within 100' of the property's line. Such site improvements may include landscaping and irrigation but shall not include lighting, driveways, parking or loading areas, or accessory structures.

- d. The buffer may include walls of up to 8 feet in height between the berm and the driveways. Such walls shall be solid construction.
- e. Stormwater management facility (detention/retention basins, collection systems, water quality devices, etc.) will be permitted in the buffer zone provided that they are on the side of the berm that is away from the neighboring zone or street.
- f. The property shall adhere to the standards established in South Brunswick Chapter 42, Article IV, "Noise Control" and as may be expressed otherwise in the South Brunswick Township Code.

(6) Tracts of 100 acres or larger may be developed in industrial parks with the following development provisions:

- a. Average lot size in the industrial park shall not be less than two acres.
- b. Minimum lot size shall be 60,000 square feet.

- c. No lots of less than two acres may be subdivided until a sufficient number of lots in excess of ten acres have been subdivided to maintain average lot size of two acres.
- d. At the request of the subdivider, those lots in excess of two acres which are to be counted as a credit toward the development of lots less than two acres in size shall be restricted from further subdivision, which request shall be duly noted on the tax maps of the township.
- e. No lots of less than two acres shall be permitted to front on a state or federal highway or a primary arterial street, as indicated on the adopted street plan phase of the township master plan.
- f. The minimum lot width for parcels less than two acres shall be 200 feet.
- g. All other area and yard requirements shall be the same as described in this subsection.

(7) Stormwater management shall be designed and constructed in accordance with the requirements of NJAC 7:8 et seq, the NJ Stormwater Management Rules, South Brunswick Chapter 62 Article VI, Stormwater Management, and the Standards for Soil Erosion & Sediment Control in New Jersey. The design of all facility shall be reviewed by the Planning Board Engineer, the New Jersey Department of Environmental Protection (as required), and the Freehold Soil Conservation District.

Ridge Road shall prepare a maintenance plan in accordance with NJAC 7:8-5.8 that obligates operation and maintenance of stormwater management features to the property owner. The maintenance plan shall be recorded upon the deed of the property, as required by NJAC 7:8-5.8.

(8) Any vehicle with more than two axles or six tires ("Restricted Trucks") using Ridge Road to enter and/or exit the site is prohibited from entering and/or exiting the site to or from any area east of the site on Ridge Road. There shall be no right hand turn for Restricted Trucks exiting the site onto Ridge Road, and no left hand turn for Restricted Trucks entering the site from Ridge Road. Appropriate signs shall be posted by Ridge Road to direct all Restricted Trucks accordingly.

c) Off-street parking requirements: Off-street parking shall be provided as follows:

- (1) No off-street parking spaces shall be permitted in any buffer accessed from a public right-of-way or abutting a property zoned residential as of 1/1/20.

(2) The provisions of Chapter 62, Article IV, Division 6 (Off-Street Parking and Loading Design Standards), of the South Brunswick Code, shall apply.

d) Signs: The provisions of Chapter 62, Article IV, Division 7 (Signs), of the South Brunswick Code, shall apply.

e) Off street loading requirements: No loading or unloading will be allowed directly from the street. Access to the property from any public right-of-way shall be limited to driveways. Access to any loading or unloading areas on the property will be from those driveways. Those loading and unloading areas may not be in front, side or rear yard setbacks.

It is the Parties' intention that the Development be permitted as of right without requiring any use or bulk variance relief. The Planning Board shall consider granting any such variances, waivers, deviations, or exceptions that may be identified during the site plan approval process and that are required for the development or the redevelopment of the Property as contemplated by this Agreement. If the Planning Board fails to approve the Development, Ridge Road shall be entitled to exercise the rights identified in Article VIII, 2.

3) **Buffer for Residential Zone.** The Parties acknowledge that there are residential properties located in the vicinity of the Property, and the Parties agree that the standards set forth above and in the Ordinance shall adequately screen the adjacent residential properties.

4) **Affordable Housing Contribution.** If the Property receives Planning Board approval to be developed pursuant to the Light Industrial Redevelopment Zone, Developer shall not be required to construct any affordable housing units on the Property and its obligation shall be limited to the requirements provided herein.

a) Township has identified several off-site locations for the production and/or renovation and preservation of sufficient affordable housing units/credits to result in 264 affordable housing units/credits attributable to the Property. These locations include various projects and/or programs that are currently included in the Township's Affordable Housing Plan or that will be included by way of an amendment to the Affordable Housing Plan; The 264 affordable units/credits that were to be constructed on the Property in accordance with the Township's Affordable Housing Plan shall not be constructed on the Property. Instead, Developer shall be obligated to pay an affordable housing development fee to the Township in the amount of \$8,065,000 ("Affordable Housing Contribution"). The Township has consulted with the owners/developers of the off-site locations, and the Township represents the Affordable Housing Contribution will be sufficient subsidy for the developers of the off-site locations to produce sufficient affordable units/credits within one or more of the locations and/or programs included in the current Affordable Housing Plan or an amendment to the Affordable Housing Plan that will result in at least 264 affordable housing units/credits.

b) The Affordable Housing Contribution shall be payable in installments in accordance with the following phasing schedule as if the Development was an inclusionary

development pursuant to N.J.A.C. 5:93-5.6(d). Payments shall be made as set forth in the following chart:

<b>Percentage of Square Footage in the Development Receiving Building Permit</b>	<b>Percentage of Affordable Housing Contribution Required to be Paid</b>
10%	0%
25%	25%
50%	50%
75%	90%
90%	100%

c) **Statewide Non-residential Development Fee Act.** Ridge Road hereby acknowledges that it is voluntarily making the Affordable Housing Contribution.

i) The Parties expect the Affordable Housing Contribution will exceed the amount that would have been due for the Development pursuant to the Statewide Non-residential Development Fee Act (“Development Fee Act”), N.J.S.A. 40:55D-8.1, et seq., which has been implemented by the Township at Section 62-2013 of the Township Code. The amount paid by the Developer pursuant to the Development Fee Act shall be credited against the Developer’s Affordable Housing Contribution and the Developer shall be required to pay the net balance due to the Township. If, however, the Affordable Housing Contribution is less than the amount due from the Developer under the Development Fee Act, Ridge Road shall make the payment due under the Development Fee Act and Ridge Road shall not make the Affordable Housing Contribution. The Township shall be required to use the funds paid under the Development Fee Act for the production of the 264 affordable units/credits.

ii) If a court of competent jurisdiction determines that Ridge Road is prohibited from satisfying its affordable housing obligation by payment of the Affordable Housing Contribution, and instead is obligated to make a payment under the Development Fee Act, Ridge Road shall not make the Affordable Housing Contribution in the amount set forth above. Rather, Ridge Road shall make a payment under the Development Fee Act, and in the event that the amount of Affordable Housing Contribution exceeds such payment, Ridge Road shall make an additional payment (“Additional Affordable Housing Contribution”) to the Township, which shall be the difference between the Affordable Housing Contribution and the payment to be made under the Development Fee Act. The Additional Affordable Housing

Contribution shall be subject to all of the other terms and conditions set forth in Paragraph 5 above.

5) **On-Tract Traffic Improvements.** Ridge Road agrees to design, construct, install and fund the on-site traffic improvements to Ridge Road along its frontage (“On Tract Traffic Improvements”). Ridge Road’s obligations to design, construct, install and fully fund the On Tract Traffic Improvements shall be included as a condition of any site plan approval granted by the Planning Board.

6) **Off-Tract Traffic Improvements.** Ridge Road agrees to design, construct, install and fund the off-tract traffic improvements to (a) the intersection of Ridge Road and U.S. Route 1 (“Off-Tract Intersection Improvements”) that are shown on the plans titled, “Conceptual Improvements to Route 1 and Ridge Road”, dated December 9, 2020, which are attached hereto as **Exhibit C** and incorporated herein by reference, as well as (b) along the roadway known as Ridge Road from the terminus of Ridge Road’s frontage extending to the limits of the Off-Tract Intersection Improvements (“Off-Tract Roadway Improvements”). The Off-Tract Intersection Improvements and the Off-Tract Roadway Improvements together are referred to herein as the Off-Tract Traffic Improvements, and shall be performed pursuant to the following:

a) The Off-Tract Traffic Improvements shall be designed so that the Township can apply for and obtain the necessary approvals and/or permits for the Off-Tract Traffic Improvements to be constructed, including but not limited to the necessary permit(s) from the New Jersey Department of Transportation (“NJDOT”), and any required permits issued by the New Jersey Department of Environmental Protection (“NJDEP”). The parties agree to cooperate and work together to obtain all NJDOT and NJDEP Permits to complete the Off-Tract Traffic Improvements. The Township further agrees to promptly prosecute any condemnation or other government actions reasonably required to complete the Off-Tract Traffic Improvements.

b) Upon receipt and perfection of final, non-appealable approvals for the Development pursuant to the requirements of the MLUL, and receipt of an informal acknowledgement from the NJDOT that the proposed Off-Tract Intersection Improvements will be approved by the NJDOT, Ridge Road shall be permitted to obtain a building permit and commence construction of the first building of the Development, regardless of whether the NJDOT and NJDEP have issued final approvals for construction of the Off-Tract Intersection Improvements.

c) Assuming all other conditions of final approvals have been satisfied and the Development complies with all other required State, County and Local land use and building code regulations, a Certificate of Occupancy (“CO”) for the first building in the Development (which shall not exceed 1.5 million square feet), shall be issued on the substantial completion of: (i) all On-Site Traffic Improvements and (ii) all Off-Tract Traffic Improvements that can be completed without NJDOT approval, including but not limited to all Off-Tract Roadway Improvements. No CO for any additional building shall be issued until all Off-Tract Traffic Improvements are substantially completed to the reasonable satisfaction of the Township Engineer. “Substantial completion” shall mean that the On-Site Traffic Improvements and/or the Off-Tract Traffic Improvements, as applicable, are available for public use, even if final siting

and finish work has not yet been completed. However, Ridge Road shall remain obligated to continue to complete all remaining items in a commercially reasonable manner.

d) In addition to funding the hard costs to install the Off-Tract Traffic Improvements, Ridge Road shall fund the soft costs relating to same, which shall include the costs and expenses of consultants and experts to prepare the necessary studies, engineering drawings and analyses to support the Township's applications to the NJDOT and/or NJDEP. The hard and soft costs relating to the Off-Tract Traffic Improvements are herein referred to as the "Traffic Improvement Costs." The parties estimate that the Traffic Improvement Costs will be approximately \$5,300,000, which amount is subject to adjustment based on actual costs incurred.

Notwithstanding that Ridge Road shall initially fund the Off-Tract Traffic Improvement Costs, the Parties hereby agree that Ridge Road shall only be ultimately responsible for sixty percent (60%) of the Off-Tract Traffic Improvement Costs.

e) Ridge Road shall be entitled to receive reimbursement of the Off-Tract Traffic Improvement Costs in excess of this amount by way of: (i) direct reimbursement from the Township; (ii) reimbursement from specially benefitted properties equal to their pro rata share of the Off-Tract Traffic Improvement Costs (which pro rata share shall be based on, among other things, the additional traffic counts generated by each development on the specially benefitted properties); (iii) via PILOT payments due to the Township; and/or (iv) any combination thereof, in the discretion of the Township.

f) Prior to the start of construction of the Off-Tract Traffic Improvements, Ridge Road shall post payment and performance bonds (in an amount not to exceed 120% of the Off-Tract Traffic Improvements costs) necessary to guaranty full and faithful completion of the Off-Tract Traffic Improvements.

## **ARTICLE II – COURT APPROVAL AND DJ ACTION ISSUES**

1) **Fairness Hearing.** This Agreement will be subject to Court approval at a Fairness Hearing to be scheduled at a date determined by the Court. At the Fairness Hearing, the Parties will work together to ensure that the Court approves the Agreement. Regardless of the scheduling of the Fairness Hearing, the Township shall adopt the Ordinance in the time period set forth in Article IV, Section 1, and the effectiveness of the Ordinance shall be conditioned upon court approval of same.

2) **Legal Challenges.** In the event of any legal challenges to the Court's approval of this Agreement pursuant to the East / West Venture v. Fort Lee fairness procedure, or any appeal of any Required Approval (hereinafter defined), the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or the Development, the Parties shall negotiate in good faith with the intent to draft a mutually acceptable amended Agreement. If the parties cannot reach a mutually acceptable amended Agreement, Ridge Road shall be entitled to

exercise the rights identified in Article VIII, 2. Each Party shall be responsible for their own legal fees and costs associated with any legal challenge.

3) **Continuation of DJ Action.** This Agreement does not purport to resolve all of the issues before the Court raised in the DJ Action. The Township and Planning Board may continue to prosecute the DJ Action, however, any such continued prosecution shall not affect this Agreement and Ridge Road's rights herein.

### **ARTICLE III – OBLIGATIONS OF RIDGE ROAD**

1) Ridge Road covenants and agrees to be obligated to: (a) submit a site plan application for the Development and pursue approval of same before the Planning Board; (b) make the Affordable Housing Contribution as set forth above in Article I, Section C4; fund and install or cause to be installed the traffic improvements as described herein; and c) to incorporate in any lease or other disposition of the property a requirement for the tenant and the Township, each using commercially reasonable efforts, to coordinate working schedules to ameliorate traffic impacts of the project in the Township.

2) (a) Ridge Road shall only be subject to the obligations set forth herein if the Township and Planning Board have complied with and are in compliance with their obligations under this Agreement, including but not limited to the adoption of the Ordinance. In addition, Ridge Road may in its sole discretion terminate this Agreement on thirty (30) days prior written notice to the Township, after which Ridge Road shall not have any further obligations under this Agreement, but only if a governmental entity denies one (or more) of the Required Approvals. If a governmental entity denies one (or more) of the Required Approvals, Ridge Road shall be entitled to exercise the rights and remedies provided in Article VIII, 2.

(b) In the event of termination, any rezoning of the Property that has occurred as a result of the terms of this Agreement prior to termination shall be automatically rescinded and void ab initio, and the Parties shall be restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the Parties, and no Party shall be entitled to use this Agreement or negotiations in conjunction therewith. The Township shall return any unused escrow funds to Ridge Road within ten (10) days of Ridge Road's notice of termination.

3) The Parties acknowledge that the Township has experienced problems with sanitary sewer capacity due to the presence of infiltration and inflow ("I&I") in the portion of the existing sanitary sewer system into which the Development will discharge. Any on-site water, sewer, or any other utility infrastructure or improvements required for the Development shall be at the sole cost and expense of Ridge Road. Ridge Road shall comply with South Brunswick Ordinances 2018-28 and 2018-30 regarding off-tract investigations and improvements to the sanitary sewer system, and shall take all steps necessary to eliminate at least 37,000 gallons per day of I&I in the public sanitary sewer system, at the direction and to the reasonable satisfaction of the Township Utilities Department and Utilities Engineer. In the event Ridge Road eliminates more than 37,000 gallons per day of I&I, it shall be entitled to a reimbursement or credit against other fees due for the costs of eliminating the excess amount of I&I. Based upon Ridge Road's

representation that it shall continue to utilize the Property's existing sanitary sewer connection(s) for the Development, no new connection fees shall be required unless the property is to be subdivided, in which case, each developed property shall have a distinct connection and metering to the Township's potable water and sanitary sewer service utilities.

4) As it pertains to the Township's application for approval of its Affordable Housing Plan or amendment to the Affordable Housing Plan, Ridge Road shall not directly or indirectly oppose or undertake any action to interfere with the Court's adjudication of the Township's affordable housing obligations and compliance standards. Ridge Road shall also not directly or indirectly oppose or undertake any action to interfere with the Court's approval and/or implementation of the Affordable Housing Plan, as it may be amended in any form, unless the Affordable Housing Plan deprives Ridge Road of any rights created hereunder, or unless any other defendants or interested parties undertake any action to obstruct or impede Ridge Road from securing such approvals as it needs to develop the Development on the Property.

5) Upon approval of this Settlement Agreement by the Court and the Parties to this Agreement and the period to appeal or challenge the adoption of the Redevelopment Zoning Ordinance having passed without any appeal having been filed and the Township having completed its obligations required by Article I, Sections A and B of this Agreement, Ridge Road agrees that it (a) will not file an objection to the Township's Affordable Housing Plan, (b) will dismiss or cause to be dismissed, with prejudice, the Builder's Remedy Action entitled Ridge Road Properties, LLC v. Township of South Brunswick, et al., Docket No. MID-L-2510-19, by filing, or causing to be filed, a Stipulation of Dismissal and (c) will not object further to the Township's Affordable Housing Plan, as may be amended. However, nothing herein shall preclude either party from seeking enforcement of this Settlement Agreement by Motion to Enforce Litigants Rights, and in the event such a Motion is filed, the prevailing party shall be entitled to legal fees.

#### **ARTICLE IV – OBLIGATIONS OF TOWNSHIP**

1) **Obligation to Implement the Redevelopment Overlay Zone.** The Township shall introduce the Ordinance substantially in the form attached hereto as Exhibit B at the same meeting that the Township votes to approve this Agreement. The Ordinance shall be adopted within forty-five (45) days following the Effective Date of this Agreement. The Ordinance shall be reasonably satisfactory to both the Township and Ridge Road (or its successor). In connection with the above actions, the Township shall comply with all applicable procedural requirements set forth in the Municipal Land Use Law and case law interpreting same, including, but not limited to, legal notice requirements. All of the time periods set forth in this Section may be subject to further extensions of time, which shall be reasonably agreed upon by the Parties, if at no fault of either Party the required actions cannot be completed within the time periods established.

2) **Preservation of Ordinance.** The Ordinance shall not be amended or rescinded for a period of ten (10) years, except upon the application of Ridge Road and consented to by the Township, or by Order of the Court with advance written Notice to Ridge Road.

3) **Representation regarding Potable Water and Sanitary Sewerage.** The Township agrees to reasonably assist with Ridge Road's investigation and inquiry into the sufficiency of potable water and sewer capacity to service the Development.

4) **Required Approvals.** The Township acknowledges that in order for Ridge Road to construct its Development, Ridge Road will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Middlesex, the Middlesex County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, Freehold Soil Conservation District and the like, including the Township's ordinance requirements for site plan approval (collectively, the "Required Approvals"). The Township agrees to use all reasonable efforts to assist Ridge Road in its undertakings of the Required Approvals. The Township agrees to be the named applicant for all permits required (not Ridge Road) from NJDOT. Ridge Road shall serve as the agent and bear the cost of the approval and permits from the NJDOT as set forth above in Article I, Section C6 of this Agreement, as well as any off tract permits from NJDEP.

#### **ARTICLE V – OBLIGATIONS OF PLANNING BOARD**

**Obligation to Process Ridge Road's Development Applications with Reasonable Diligence.** The Planning Board shall diligently process Ridge Road's development applications following Ridge Road's filing of a complete application(s) and within the time limits imposed by the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. ("MLUL"). In the event of any appeal of the Required Approvals, or Court approval of this Agreement, the Planning Board shall diligently process and take action on any development application submitted by Ridge Road for the Property.

#### **ARTICLE VI – MUTUAL OBLIGATIONS**

1) **Escrow Agreement.** Within thirty (30) days of the Execution of this Agreement, Ridge Road shall deposit \$25,000.00 in escrow monies with the Township to be utilized to tender payment of reasonable fees for professional services, including legal, engineering, and planning services being provided in conjunction with the Court's approval of this Agreement, Fairness Hearing specifically on this Agreement, and the Required Approvals. In addition, each time the amount of said escrow monies deposited with the Township falls below \$10,000.00, Ridge Road shall replenish the amount of said escrow monies after reasonable request from the Township by depositing with the Township additional escrow monies in \$15,000.00 increments. Upon receipt of all the Required Approvals in final and unappealable form, Ridge Road shall deposit all necessary escrow monies with the Township to be utilized to tender payment of reasonable fees for professional services, including legal, engineering, building subcode and planning services for construction inspection of the Development as required by and in accordance with the MLUL.

2) **Obligation to Comply with State Regulations.** The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Development or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

3) **Mutual Good Faith, Cooperation and Assistance.** The Parties shall exercise good faith, cooperate and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Court, the procurement of the Required Approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

4) **Failure to Adopt Rezoning Overlay Zone.** If the Township fails to adopt the Ordinance, within the time frames set forth in Article IV, Section 1, Ridge Road shall be entitled to exercise the rights identified in Article VIII, 2.

5) **Defense of Agreement.** Each party exclusively shall be responsible for all costs that they may incur in obtaining Court approval of this Agreement and any appeal therefrom, or from obtaining the Required Approvals or the approval of the Affordable Housing Plan or any part thereof except as is otherwise provided in this Agreement. The Parties shall diligently defend any such challenge.

#### **ARTICLE VII – AFFORDABLE HOUSING CREDITS**

1) **Demonstration of Creditworthiness of Affordable Units.** The Township shall be obligated to maintain records regarding the creditworthiness of the affordable units/credits to be produced through the funding to be provided in this Agreement. Ridge Road shall not have any obligation to maintain any such records relating to the affordable units/credits.

#### **ARTICLE VIII – COOPERATION AND COMPLIANCE**

1) **Implementation and Enforcement of Agreement.** The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all actions reasonably necessary to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement. The Township's obligation to cooperate shall be further conditioned upon Ridge Road paying and maintaining current real estate taxes and all other municipal assessments by the date of the execution of this Agreement.

2) **Remedies.** In the event the Township breaches any of its obligations provided herein, Ridge Road may, in its sole discretion, and by thirty (30) days prior written notice to the Township in accordance with this Agreement, terminate this Agreement. If Ridge Road terminates this Agreement, Ridge Road shall be entitled to pursue all legal and equitable remedies available to it for the Township's breach of this Agreement, including a claim for the

recovery of the profits it would have earned had it constructed an industrial, warehouse and/or distribution center use of not less than 2,700,000 square feet. In such event, the Township shall be entitled to contest or otherwise assert any and all defenses it may have against any and all claims made by Ridge Road. Further, if Ridge Road terminates this Agreement because of the Township's breach of any term provided herein, the Township shall return any unused escrow funds to Ridge Road within ten (10) days of Ridge Road's notice of termination.

#### **ARTICLE IX – NOTICES**

1) **Notices.** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by email and by certified mail return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt. All notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' written notice as provided herein:

TO RIDGE ROAD:                   3460 Savannah Place  
Vero Beach, FL 32963  
Email: [rking@ridgeprops.com](mailto:rking@ridgeprops.com)

WITH COPIES TO:                Thomas P. Scrivo, Esq.  
Joshua A. Zielinski, Esq.  
O'Toole Scrivo  
14 Village Park Road  
Cedar Grove, NJ 07009  
Telephone: (973) 239-5700  
Email: [tscrivo@oslaw.com](mailto:tscrivo@oslaw.com)  
[jzielinski@oslaw.com](mailto:jzielinski@oslaw.com)

TO THE TOWNSHIP OF SOUTH BRUNSWICK:

Clerk of Township of South Brunswick  
540 Ridge Road  
P.O. Box 190  
Monmouth Junction, NJ 08852

WITH COPIES TO:                Law Department, Township of South Brunswick  
540 Ridge Road  
P.O. Box 190  
Monmouth Junction, NJ 08852  
Attn: Donald J. Sears, Director of Law  
Phone: (732) 329-4000, ext. 7311

Email: [dsears@sbtnj.net](mailto:dsears@sbtnj.net)

TO THE SOUTH BRUNSWICK PLANNING BOARD:

South Brunswick Planning Board  
Township of South Brunswick  
540 Ridge Road  
P.O. Box 190  
Monmouth Junction, NJ 08852  
Attn: Director of Planning  
Phone: (732) 329-4000 ext. 7239

WITH COPIES TO:

Thomas F. Collins, Jr., Esq.  
Thomas J. Molica, Jr., Esq.  
Vogel, Chait, Collins & Schneider, P.C.  
25 Lindsley Drive, Suite 200  
Morristown, NJ 07960-4454  
Phone: (908) 538-3800  
Email: [tcollins@vccslaw.com](mailto:tcollins@vccslaw.com)  
[tmolica@vccslaw.com](mailto:tmolica@vccslaw.com)

In the event any of the individuals identified above has a successor, the individual identified shall, in writing, name the successor and notify all others identified of their successor.

#### **ARTICLE X – MISCELLANEOUS PROVISIONS**

1) **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

2) **Successors Bound.** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, their successors and assigns, as herein set forth.

3) **Recording of Agreement.** This Agreement shall not be recorded in the office of the Middlesex County Clerk.

4) **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

5) **Effect of Counterparts.** This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

6) **Voluntary Agreement.** The Parties acknowledge that each has entered into this Agreement by its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

7) **Interpretation.** Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all of the Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

8) **Necessity of Required Approvals.** The Parties recognize that the site plan required to implement the Development provided in this Agreement, and such other actions as may be required of the Planning Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and Township Council, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude Ridge Road from appealing any denials of or conditions imposed by the Planning Board in accordance with the MLUL or taking any other action permitted by law, subject to the provisions of this Agreement.

9) **Exhibits.** Any and all exhibits and schedules attached to this Agreement are hereby made a part of this Agreement by reference thereto. Any and all exhibits and schedules now and/or in the future are hereby made or will be made a part of this Agreement only upon the prior written approval of all Parties.

10) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

11) **Conflict of Interest.** No member, official or employee of the Township or the Planning Board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

12) **Effective Date.** Anything herein contained to the contrary notwithstanding, the effective date (“Effective Date”) of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

13) **Waiver.** The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

14) **Captions.** The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

15) **Default.** In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance, to the extent available. Further, the Parties may apply to the Court for relief, by way of motion for enforcement of litigant’s rights. Nothing herein shall be interpreted to limit Ridge Road’s right to terminate this Agreement pursuant to Article III, Section 2. If any legal action is instituted concerning any breach of this Agreement or to enforce any term of this Agreement, the losing party shall be obligated to pay all attorneys’ fees incurred by the prevailing party in connection with said legal action.

16) **Notice of Actions.** The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

17) **Governing Law, Construction, Resolution of Disputes.** This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to the provisions related to conflict of laws. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Middlesex County.

18) **DJ Action.** The Parties acknowledge that this Agreement cannot be modified by the DJ Action or any amendments to the Township’s Affordable Housing Plan or Land Use and Development Ordinances, and this Agreement shall control with respect to those matters as applied to the Development. The Superior Court, Law Division, shall retain jurisdiction to

ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control. The terms and conditions of this Agreement shall control and shall not be affected by the outcome of the appeal currently pending in the DJ Action.

19) **Recitals.** The recitals of this Agreement are incorporated herein and made a part hereof.

**THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness / Attest:

RIDGE ROAD PROPERTIES, LLC

Caroline King  
Name: CAROLINE KING  
Title:  
Date: 4/18/22

Robert King  
Name: ROBERT KING  
Title: CEO  
Date: 4/18/22

Witness / Attest:

TOWNSHIP OF SOUTH BRUNSWICK

\_\_\_\_\_  
Barbara Nyitrai, Township Clerk  
Date:

\_\_\_\_\_  
Charles Carley, Mayor  
Date:

Witness / Attest:

TOWNSHIP OF SOUTH BRUNSWICK  
PLANNING BOARD

\_\_\_\_\_  
Tammy Scimone, Secretary  
Date:

\_\_\_\_\_  
Paul Prodromo, Chair  
Date:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness / Attest:

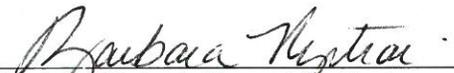
RIDGE ROAD PROPERTIES, LLC

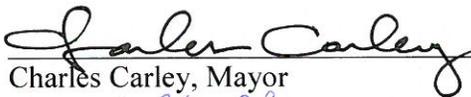
\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

Witness / Attest:

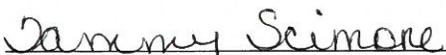
TOWNSHIP OF SOUTH BRUNSWICK

  
\_\_\_\_\_  
Barbara Nyitrai, Township Clerk  
Date: 1-26-22

  
\_\_\_\_\_  
Charles Carley, Mayor  
Date: 1-26-22

Witness / Attest:

TOWNSHIP OF SOUTH BRUNSWICK  
PLANNING BOARD

  
\_\_\_\_\_  
Tammy Scimone, Secretary  
Date: 4-26-22

  
\_\_\_\_\_  
Paul Prodromo, Chair  
Date: 4-26-22

STATE OF \_\_\_\_\_ :

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 2022, \_\_\_\_\_  
personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the \_\_\_\_\_ of Ridge Road Properties, LLC, the  
limited liability company named in this document;

(b) he/she is the attesting witness to the signing of this document by  
\_\_\_\_\_, who is the \_\_\_\_\_ of the Company;

(c) this document was signed and delivered by the Company as its voluntary  
act duly authorized by a proper resolution;

(d) he/she knows the proper seal of the Company, which was affixed to this  
document; and

(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, 2022

\_\_\_\_\_

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on January 26, 2022, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Charles Carley, who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On January 26, 2022

*Lisa Hughes*



*Barbara Nyitrai*

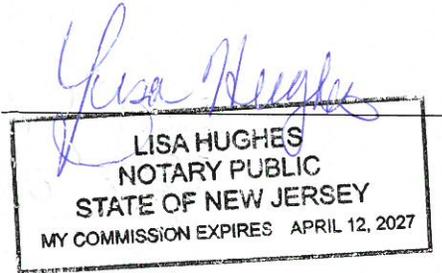
Barbara Nyitrai, Township Clerk

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on April 26, 2022, TAMMY SCIMONE, personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Secretary of the South Brunswick Planning Board, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Paul Prodromo, who is the Chairperson of the South Brunswick Planning Board;
- (c) this document was signed and delivered by the South Brunswick Planning Board as its voluntary act duly authorized by a proper resolution of the Board;
- (d) she knows the proper seal of the Board (if any) which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On April 26, 2022



Tammy Scimone  
Tammy Scimone, Planning Board Secretary

# EXHIBIT

A

SHEET NUMBER  
EX-1

RIDGE ROAD INDUSTRIAL PARK  
DEVELOPMENT  
DESIGNED FOR  
VICTORY UNLIMITED  
CONSTRUCTION LLC  
466 RIDGE ROAD  
SOUTH BRANFORD, CT 06488  
NEW JERSEY



Call today to see  
our services in  
New Jersey and  
New York. We  
are the best at  
what we do.  
CALL TODAY  
800.451.1111  
WWW.VICTORYUNLIMITED.COM

CONCEPT PLAN

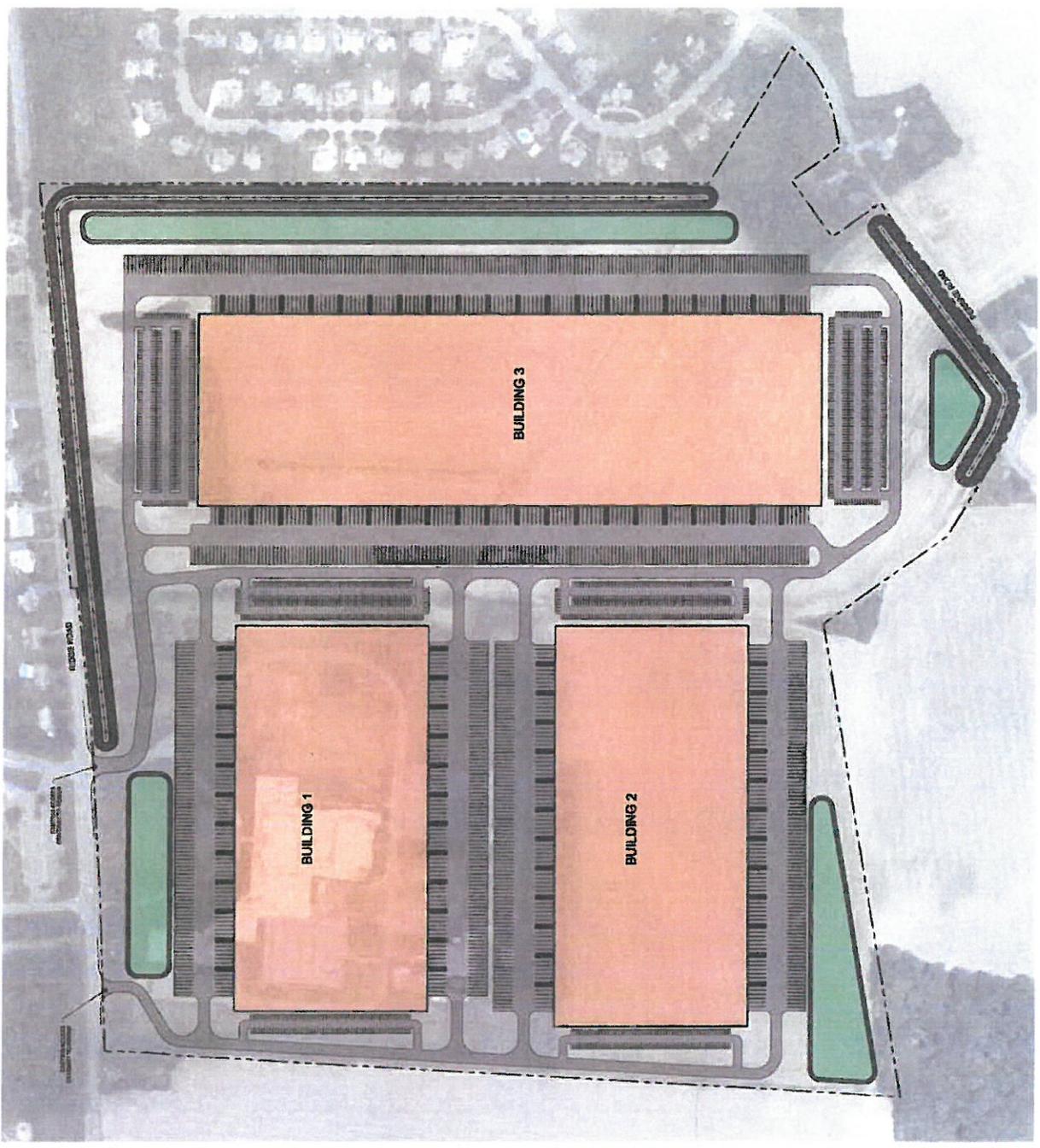
DESIGNED BY T.M.  
DRAWN BY M.A.D.  
SCALE AS SHOWN  
DATE 1/19/2011  
IQA PROJECT

T.W. DIGGAN

**Kimley»Horn**  
2019 KIMLEY-HORN AND ASSOCIATES, INC.  
1000 WEST 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202  
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE

NOT FOR CONSTRUCTION



# EXHIBIT

B

**Article IV (Zoning), Division III (Districts)**  
**Subdivision XXXIX. - LI-5 Light Industrial/Distribution/Warehouse District**

**Sec. 62-1711. - Purpose.**

The intent of the LI-5 Light Industrial/Distribution/Warehouse District is to permit the development of distribution, warehouse, and light industrial uses in a comprehensively planned development, including "E-Commerce Fulfillment Centers" "Light Industry," and "Warehouse" as defined in the South Brunswick code Section 62.3.

**Sec. 62-1712. - Uses permitted.**

The following uses are permitted in the LI-5 Light Industrial/Distribution/Warehouse district:

- (1) Warehousing or storage of goods, provided that such activities and inventories are conducted within an enclosed structure.
- (2) Light industry, as defined in this chapter.
- (3) Data centers
- (4) Scientific or research laboratories devoted to research, design or experimentation and processing and fabricating incidental thereto, provided that no materials or finished products shall be manufactured, processed or fabricated on the premises for sale, except such as are incidental to the laboratory activities or are otherwise permitted in this district.
- (5) Wholesaling of goods or services, including the warehousing or storage of goods, provided that such activities and inventories are conducted entirely within an enclosed structure or are conducted in open yard areas which are adequately screened from view from adjacent lots or roads.
- (6) Finishing or assembling of articles made from previously prepared or refined materials
- (7) Packaging or repackaging of finished products.
- (8) Industrial park.
- (9) Business, executive and professional offices
- (10) Self-storage facilities provided that no volatiles of any kind are permitted to be stored inside the building
- (11) See Division 4 of this article pertaining to nonresidential use performance standards.

**Sec. 62-1713. - Accessory uses permitted.**

Accessory uses permitted in the LI-5 Light Industrial/Distribution/Warehouse District are accessory uses customarily incidental to uses permitted, including and not limited to accessory offices, guard houses, parking, signs, etc.

**Sec. 62-1714. - Height limits.**

The maximum height for all buildings shall not exceed 55 feet inclusive of any parapet walls, except as modified under area and yard requirements in South Brunswick Code Section 62-1846.

**Sec. 62-1715. - Area and yard requirements.**

- (1) Lots with frontage on a dual highway shall have a minimum lot width of 300 feet and minimum lot depth of 250 feet. Lots which do not have frontage on a dual highway shall have a minimum lot width of 200 feet and a minimum lot depth of 300 feet.
- (2) There shall be a minimum front yard setback of 100 feet from the street line to the main foundation line of the nearest building or structure.
- (3) The minimum side yard shall be 25 feet, but in no event shall either side yard be less than the height of the building or structure. The minimum rear yard shall be 50 feet.
- (4) Total building and structure coverage shall not exceed 40 percent of the lot area. Total lot coverage (buildings, structures, paving, sidewalks and driveways, etc.) shall not exceed 70 percent.
- (5) There shall be a buffer consistent with existing Township Code applicable to this property along any boundary of the property that adjoins a residential zone existing as of January 1, 2020 or that fronts any portion of a public road. The buffer zone shall be 200 feet wide, measured from the border with the adjoining residential zone or from the centerline of the public road.
  - a. That buffer will include an earthen berm not less than 10 feet in height, topped by fencing, which shall be 6 to 8 feet in height.
  - b. In addition, trees at a minimum of six feet in height at the time of planting will be planted 8 feet apart on the side of the berm that is facing the neighboring zone or road.
  - c. Where the property abuts properties zoned residential as of January 1, 2020, the 200' buffer shall not contain any parking, buildings or other structures except for those utilities and driveways providing access to the property.

Where the property abuts non-residentially zoned properties, limited site improvements may be located within 100' of the property's line. Such site improvements may include landscaping and irrigation but shall not include lighting, driveways, parking or loading areas, or accessory structures.
  - d. The buffer may include walls of up to 8 feet in height between the berm and the driveways. Such walls shall be solid construction.
  - e. Stormwater management facility (detention/retention basins, collection systems, water quality devices, etc.) will be permitted in the buffer zone provided that they are on the side of the berm that is away from the neighboring zone or street.
  - f. The property shall adhere to the standards established in South Brunswick Chapter 42, Article IV, "Noise Control" and as may be expressed otherwise in the South Brunswick Township Code.
- (6) Tracts of 100 acres or larger may be developed in industrial parks with the following development provisions:
  - (a) Average lot size in the industrial park shall not be less than two acres.
  - (b) Minimum lot size shall be 60,000 square feet.
  - (c) No lots of less than two acres may be subdivided until a sufficient number of lots in excess of ten acres have been subdivided to maintain average lot size of two acres.
  - (d) At the request of the subdivider, those lots in excess of two acres which are to be counted as a credit toward the development of lots less than two acres in size shall be restricted from further subdivision, which request shall be duly noted on the tax maps of the township.

- (e) No lots of less than two acres shall be permitted to front on a state or federal highway or a primary arterial street, as indicated on the adopted street plan phase of the township master plan.
  - (f) The minimum lot width for parcels less than two acres shall be 200 feet.
  - (g) All other area and yard requirements shall be the same as described in this subsection.
- (7) Stormwater management shall be designed and constructed in accordance with the requirements of NJAC 7:8 et seq, the NJ Stormwater Management Rules, South Brunswick Chapter 62 Article VI, Stormwater Management, and the Standards for Soil Erosion & Sediment Control in New Jersey. The design of all facility shall be reviewed by the Planning Board Engineer, the New Jersey Department of Environmental Protection (as required), and the Freehold Soil Conservation District.

The owner shall prepare a maintenance plan in accordance with NJAC 7:8-5.8 that obligates operation and maintenance of stormwater management features to the property owner. The maintenance plan shall be recorded upon the deed of the property, as required by NJAC 7:8-5.8.

**Sec. 62-1716. - Off-street parking requirements.**

Off-street parking in the LI-5 Light Industrial/Distribution/Warehouse District shall be provided as follows:

- (1) No off-street parking spaces shall be permitted in any buffer accessed from a public right-of-way or abutting a property zoned residential as of January 1, 2020. Any parking between a building and a public right-of-way shall be screened by a buffer strip as defined in South Brunswick Code Section 62-1846(6) if required.
- (2) The provisions of Division 6 of this Article shall apply.

**Sec. 62-1717. - Signs.**

For signs in the LI-5 Light Industrial/Distribution/Warehouse District, the provisions of Division 7 of this Article shall apply.

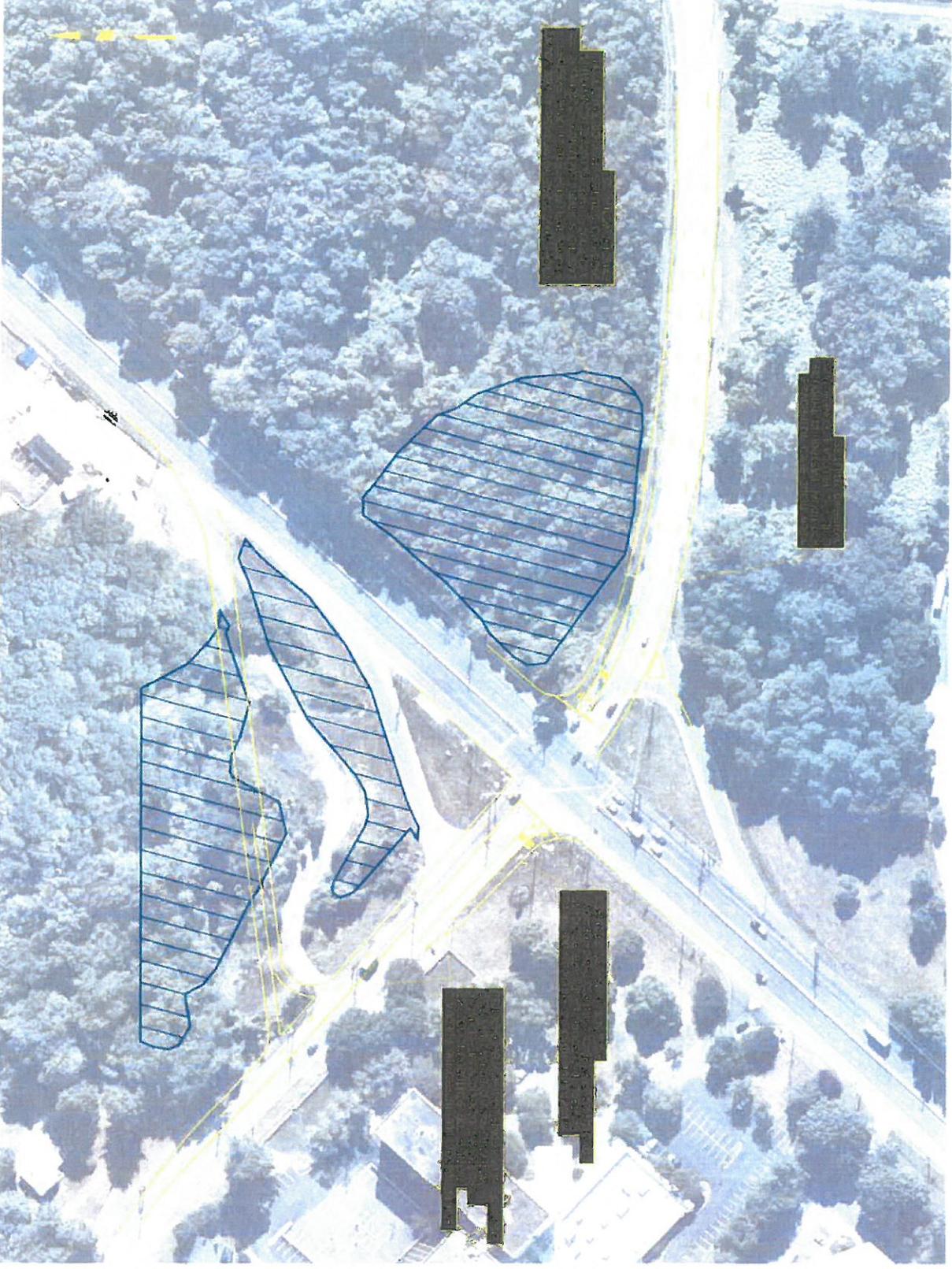
**Sec. 62-1718. – Off street loading requirements.**

No loading or unloading will be allowed directly from the street. Access to the property from any public right-of-way shall be limited to driveways. Access to any loading or unloading areas on the property will be from those driveways. Those loading and unloading areas may not be in front, side or rear yard setbacks.

**Secs. 62-1719—62-1750. - Reserved.**

# EXHIBIT

C



Date	Description	No.
REVISIONS		

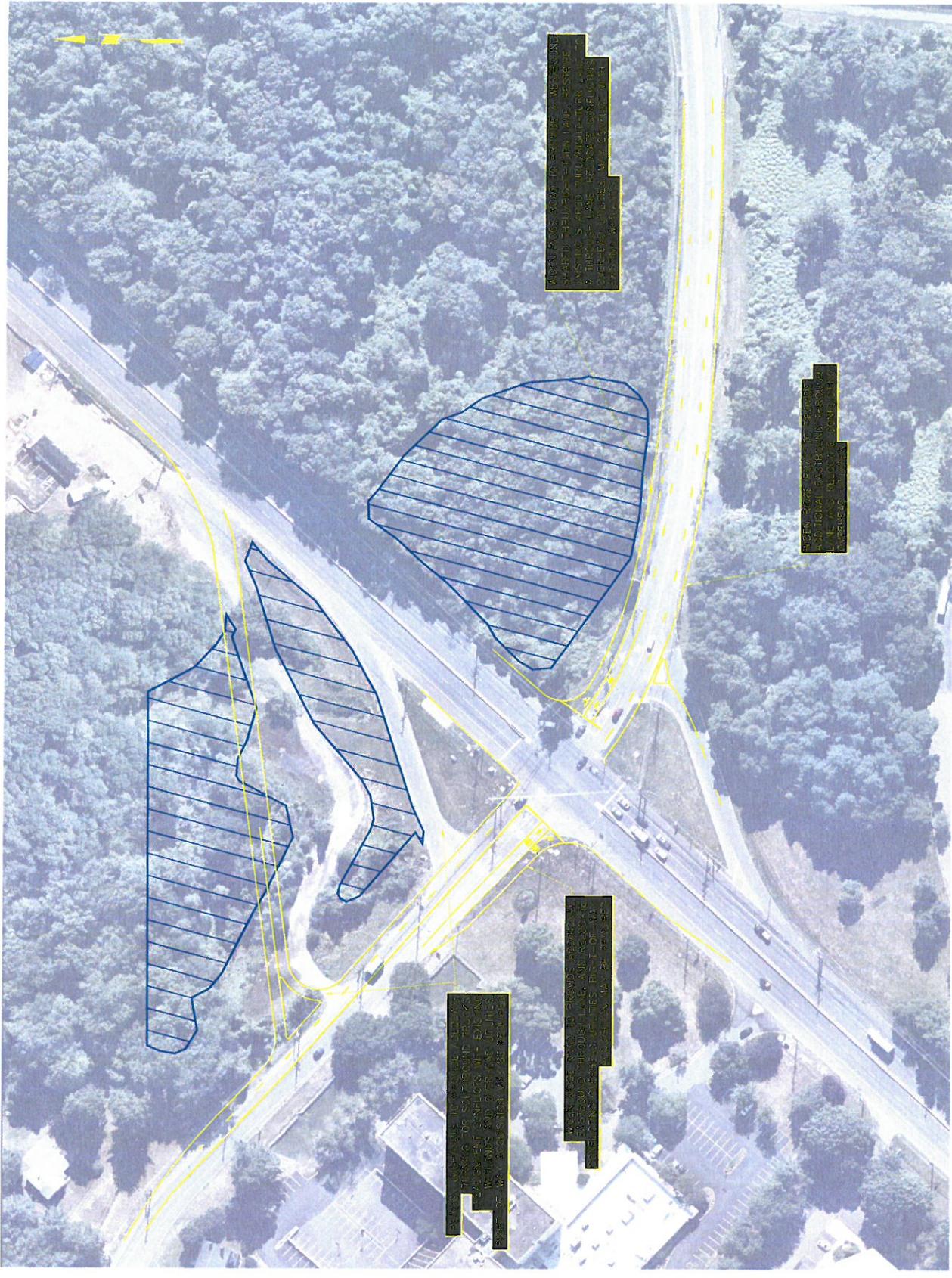
**NOT FOR BID OR CONSTRUCTION**

SOUTH COUNTY PROFESSIONAL SERVICES BOARD  
 STATE LIC. NO. 70000  
**LANGAN**  
 Langan Engineering and  
 Construction, Inc.  
 300 Parkside Drive  
 Palm Springs, FL 33461  
 T: 872.500.6800 F: 872.500.6801 www.langan.com  
 AN AFFILIATE OF AECOM TECHNOLOGIES

**RIDGE ROAD**  
 SOUTH BEND/ROCKY HOLLOW  
 NEW JERSEY  
 CONCEPTUAL IMPROVEMENTS TO ROUTE 1 & RIDGE ROAD

Project No.	100263902
Date	10/10/2010
Drawn By	SEH
Checked By	SEH

Drawing No. **CONCEPT 1**  
Sheet 1 of 1



Date	Description	No.
REVISIONS		
<b>NOT FOR BID OR CONSTRUCTION</b>		
SIGNATURE: _____ DATE SIGNED: _____ PROFESSIONAL: XXXXXXXXXXXX STATE LIC. NO. XXXXX <b>LANGAN</b> Langan Engineering and Construction, Inc. 300 Central Drive Parsippany, NJ 07054 T 973 540 4000 F 973 540 4001 www.langan.com NJ CERTIFICATE OF AUTHORIZATION NO. 24A0479600 Project:		
<b>RIDGE ROAD</b> <b>SOUTH BRUNSWICK TOWNSHIP</b> <b>MIDDLESEX COUNTY</b> <b>NEW JERSEY</b> <b>CONCEPTUAL IMPROVEMENTS TO ROUTE 1 &amp; RIDGE ROAD</b>		
Project No.	Drawing No.	
100265902	100265902	
Date	Drawn By	Checked By
10/16/2020	SH	SH
		Sheet 1 of 1

RIDGE ROAD INDUSTRIAL PARK  
DEVELOPMENT  
PREPARED FOR  
VICTORY UNLIMITED  
CONSTRUCTION, LLC  
840 RIDGE ROAD  
SOUTH BRUNSWICK, NJ 08902  
NEW JERSEY



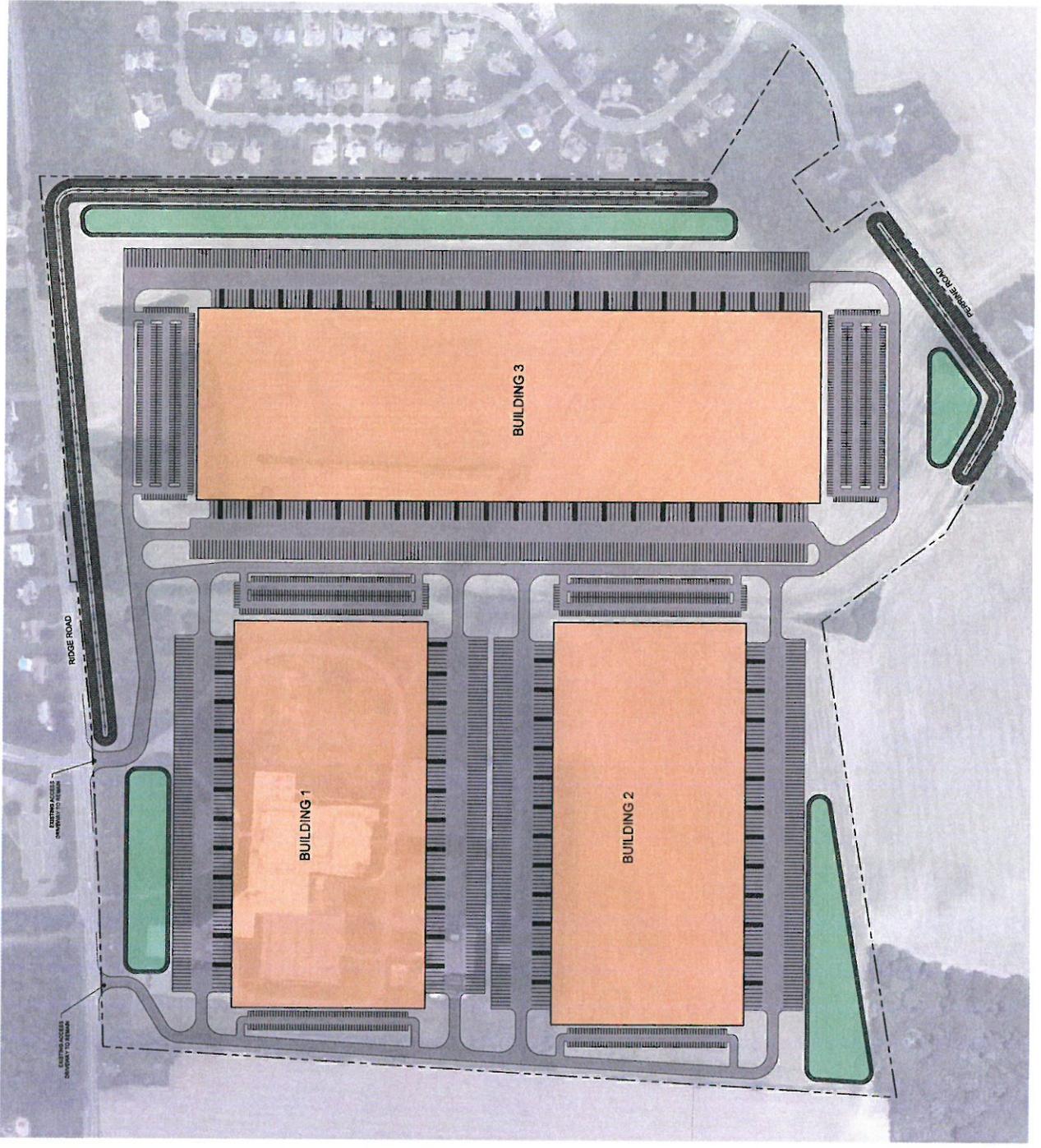
811  
New Jersey  
Call before you dig.  
NEW JERSEY CALL CENTER  
1-800-4-A- Dig  
TOLL FREE 24 HOURS  
A DAY, 7 DAYS A WEEK

CONCEPT PLAN

DATE 1/15/2021  
SCALE AS SHOWN  
DRAWN BY MJC  
DESIGNED BY MJC  
CHECKED BY MJC  
T.W. DIGGAN  
KIMLEY-HORN AND ASSOCIATES, INC.  
REGISTERED PROFESSIONAL ENGINEERS  
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS  
REGISTERED PROFESSIONAL SURVEYORS  
1000 PENNSYLVANIA AVENUE, SUITE 200  
PHILADELPHIA, PA 19106

Kimley-Horn  
2019 MILLER HORN AND ASSOCIATES, INC.  
400 CHAMBERS STREET, SUITE 400  
PHILADELPHIA, PA 19106  
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY



NOT FOR CONSTRUCTION

This document, together with the contracts and design prepared herein, is intended for service, as an instrument of service, to the client and engineer, and shall not be used for any other purpose without the written authorization and approval of Kimley-Horn and Associates, Inc.