TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 25-2021

ADOPTING THE MOORESTOWN MALL REDEVELOPMENT PLAN FOR BLOCK 3000, LOTS 2, 3, 3.01, 3.02, AND 5

WHEREAS, in accordance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (Mount Laurel IV), on July 8, 2015, the Township of Moorestown ("Moorestown Township" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15 (the "DJ Action") seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (the "HEFSP"), satisfies the Township's "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, to resolve the litigation, the Township entered into a Settlement Agreement, and Amended Settlement Agreements, with Fair Share Housing Center ("FSHC") to resolve the DJ Action that determined the Township's affordable housing obligation and set forth the preliminary compliance plan for how the obligation would be addressed; and

WHEREAS, recognizing that the Township does not have sufficient land available to construct the total agreed upon affordable housing obligation, the Township and FSHC negotiated a vacant land adjustment which resulted in the calculation of a number of affordable housing units referred to as the "Unmet Need" which are the units in excess of the units that can be constructed on the available land; and

WHEREAS, one of the specified compliance mechanisms used to address the Unmet Need was the identification of the site of the Moorestown Mall, Block 3000, Lots 2, 3, 3.01, 3.02, and 5 (the "Property") as the location of overlay zoning to permit up to 1,065 residential units, 20% of which, or 213, would be designated as affordable units; and

WHEREAS, thereafter, the Township Council adopted Ordinance 2-2020 which created the MX-1 Overlay Zoning District that conditionally permits construction of residential dwellings for the yield set forth in the FSHC Settlement Agreement; however, for various reasons PREIT, the owner of the Property, objected to the ordinance; and

WHEREAS, PREIT's objection was resolved by the Township and PREIT entering into an Affordable Housing Settlement Agreement ("AHSA") which provided that the Township would pursue the adoption of a three phase Redevelopment Plan, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL") that would, among other things, generate the yield of residential housing, and affordable units, contemplated in the FSHC Settlement Agreement; and

WHEREAS, on October 5, 2020, the Township Council adopted Resolution 205-2020 which directed the Moorestown Township Planning Board (the "Board") to conduct a Non-Condemnation Preliminary Investigation to determine whether the Property meets the criteria to be declared an area in need of redevelopment; and

WHEREAS, the Board's Planner, Michelle Taylor, PP, AICP, prepared a report entitled "Preliminary Investigation Moorestown Mall-Non-Condemnation Area in Need of Redevelopment" analyzing the site conditions and the standards set forth in the LRHL, and following publication and notice as required by law, the Planning Board conducted a public hearing on January 21, 2021 after which the Board determined there was evidence to base a finding that the Property does meet the criteria for such designation, and the Board adopted Resolution 35-2020 on February 4, 2021, which recommended the Township Council designate the Property as a non-condemnation area in need of redevelopment;

WHEREAS, on February 8, 2021, the Township Council adopted Resolution 69-2021 that accepted the Planning Board's recommendations and designated Block 3000, Lots 2, 3, 3.01, 3.02 and 5 as an area in need of redevelopment, and directed the preparation of a Redevelopment Plan; and

WHEREAS, the Township Council then selected the firm Heyer Gruel & Associates to prepare a Redevelopment Plan; and

WHEREAS, the Township Council has reviewed the Moorestown Mall Redevelopment Plan prepared by Heyer Gruel & Associates and finds that it is consistent with the Township's Settlement Agreement with FSHC, is consistent with the terms of the AHSA between the Township and PREIT, and meets the criteria of the redevelopment statute; and

WHEREAS, the Township Council believes it is in the best interest of the Township and its residents to adopt the Moorestown Mall Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. The Moorestown Mall Redevelopment Plan prepared by Heyer Gruel & Associates, dated July 25, 2021 is hereby adopted as the Redevelopment Plan for Block 3000, Lots 2, 3, 3.01, 3.02 and 5 as the Township Council finds that, pursuant to N.J.S.A. 40A:12A-7, it is sufficiently complete to indicate its relationship to definite municipal objectives as to appropriate land uses, density of population, and approved traffic and public transportation, public utilities, recreation and community facilities, and other public improvements; the proposed land uses and building requirements in the area; and the relationship of the Redevelopment Plan to (a) the Master Plans of Townships of Mt. Laurel and Maple Shade (b) the Master Plan of Burlington County, and (c) the State Development and Redevelopment Plan.

Section 2. The Township's staff and professionals are hereby authorized and directed to take such steps as are necessary to implement the Redevelopment Plan.

Section 3. The Township reserves the right to amend the Redevelopment Plan, should that be deemed necessary.

NOTICE AND CERTIFICATION

NOTICE IS HEREBY GIVEN that the ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on July 26, 2021. This ordinance will be further considered for final passage by the Township Council, after a public hearing thereon, at a meeting to be held in the Council Chamber of Town Hall located at 111 West Second Street, Moorestown, NJ on August 9, 2021 at 7:00 pm or at any date, time and place to which such meeting may be adjourned. The agenda for said meeting will provide instructions for public participation; all persons interested will be given the opportunity to be heard concerning such ordinance. The ordinance may be viewed in full on the Township's website at www.moorestown.nj.us. In addition, during the week prior to and including the date of such further consideration, copies will be available from the Municipal Clerk's Office to any member of the general public who shall request such copies.

Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

TOWNSHIP COUNCIL AGENDA REPORT

Meeting Date: July 26, 2021

Subject: Ordinance No. 25-2021 Adopting the Moorestown Mall Redevelopment Plan for Block 3000, Lots 2, 3, 3.01, 3.02 and 5

Submitted by: Kevin E. Aberant, Esq.

RECOMMENDATION

Adopt.

PREVIOUS ACTION

Council's adoption of Resolution 215-2020 authorizing the signing of a Settlement Agreement between the Township and PREIT; Council's adoption of Resolution 35-2020 on February 4, 2021, which designated the Property as a non-condemnation area in need of redevelopment

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BACKGROUND

This Ordinance enables the Township to adopt the Redevelopment Plan as required as part of the Settlement Agreement with PREIT.

FISCAL IMPACT

Indeterminate.

CONCURRENCES

Township Manager and Staff.

MOORESTOWN TOWNSHIP

MOORESTOWN MALL REDEVELOPMENT PLAN

July 25, 2021

Prepared by HGA

Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street
Red Bank, NJ 07701
732-741-2900

The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.

Adopted _____

_____

Susan S. Gruel, P.P. #1955

_____

John Barree, AICP, P.P. #6270, LEED Green Associate

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INTRODUCTION AND PROCESS

This Plan has been prepared in response to the Settlement Agreement executed between Moorestown Township and Moorestown Mall, LLC, PR Moorestown Anchor-L&T, LLC, and PR Moorestown Anchor M, LLC, collectively the Pennsylvania Real Estate Investment Trust (PREIT), the owner of the Mall. The Settlement Agreement addresses a portion of the Township's unmet need affordable housing obligation as it relates to the redevelopment of the Mall and requires the designation of the Mall as an Area in Need of Redevelopment and the preparation of this Redevelopment Plan.

Affordable Housing

As part of the Township's planning to address its fair share housing obligation, Moorestown identified several properties in the Township that could be appropriate for future housing development. The Mall property was identified as a site on which inclusionary housing could be constructed to meet a portion of the Township's unmet affordable housing need. The property was included in the Township's Settlement Agreement with Fair Share Housing Center (FSHC) dated March 18, 2018. The Settlement with FSHC was revised several times, with the final revision taking place in November 2019.

In response to that Settlement Agreement and determination by the Court that the Township's affordable housing plan was fair to the very low-, low-, and moderate-income population in New Jersey, the Township Planning Board adopted a revised Housing Element and Fair Share Plan and amended Land Use Element on December 5, 2019.

MX-1 Overlay Zone

On February 10, 2020, the Township adopted Ordinance 02-2020, which created the MX-1 Overlay Zone District to provide an opportunity to construct an inclusionary housing development at the Moorestown Mall Site. The MX-1 Overlay Zoning conditionally permits inclusionary residential developments with different numbers of units and corresponding floor area ratio limits. The owner of the Mall objected to the MX-1 Overlay on the grounds that it rendered the creation of affordable housing on the Mall property unrealistic.

PREIT Settlement Agreement

In response to PREIT's objection, the Court directed PREIT and the Township to mediation with a court-appointed special master to resolve the issues related to the redevelopment of the Moorestown Mall property.

The mediation reached a successful resolution that was memorialized in a Settlement Agreement between the parties. The Settlement Agreement calls for the creation of a redevelopment plan that will provide standards for residential development and affordable housing to address a portion of the Township's unmet need consistent with the Township Settlement Agreement with Fair Share Housing Center.

The Settlement Agreement envisions, among other things, three phases to the Redevelopment Plan. Phase 1 is to be developed in accordance with the Concept Plan attached to the Settlement Agreement. Specific details of the Phase 2 and Phase 3 residential projects will be addressed in future amendments to the Redevelopment Plan.

The Township agreed to undertake the statutory redevelopment process to investigate the mall as an area in need of redevelopment, adopt a redevelopment plan for the property, and enter into a redevelopment agreement and financial agreement with the redeveloper.

The Settlement Agreement is attached as Appendix B of this Plan.

Redevelopment Study and Designation

On October 5, 2020, the Moorestown Township Council adopted Resolution 205-2020, which authorized the Planning Board to conduct a non-condemnation preliminary investigation ("Redevelopment Study") of the Moorestown Mall properties. The Township retained planning consultant Taylor Design Group, Inc. to undertake the study of Block 3000, Lots 2, 3, 3.01, 3.02, and 5, (the "Area") which comprise just over 84 acres of land. Michelle Taylor, PP, AICP, principal of The Taylor Design Group, prepared a report entitled "Preliminary Investigation Moorestown Mall – Non-Condemnation Area in Need of Redevelopment" dated November 24, 2020, revised December 3, 2020.

A public hearing was held by the Planning Board on January 21, 2021, at which time Ms. Taylor presented the findings of her report. The Board determined that there was substantial evidence to meet several of the criteria in the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq. "the LRHL") to designate the Area in need of redevelopment. The Board adopted a resolution on February 4, 2021, recommending that the Township Council designate the Area as a non-condemnation area in need of redevelopment.

On February 8, 2021, the Moorestown Township Council adopted Resolution 69-2021 that accepted the Planning Board's recommendations and designated the Area as a non-condemnation area in need of redevelopment. The resolution also authorized the preparation of a Redevelopment Plan.

Redevelopment Plan

The next step in the redevelopment process is the preparation and adoption of a Redevelopment Plan for the Area. This Plan includes the requirements specified in the LRHL and provides a framework for the land use, site design, circulation, and provision of affordable housing at the Moorestown Mall property.

STATUTORY REQUIREMENTS

The LRHL at N.J.S.A. 40A:12A-7, requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. Any significant relationship of the redevelopment plan to:
    a. The Master Plans of contiguous municipalities;
    b. The Master Plan of the County in which the municipality is located; and
    c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, C398 (C52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.
8. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

EXISTING CONDITIONS

Location and Description

The Moorestown Mall, which comprises the Area, is in the southeastern corner of Moorestown Township. The Area has frontage on NJ Route 38 which runs through Camden and Burlington Counties from the intersection of US Routes 30 and 130 in Pennsauken Township to US 206 in Pemberton Township. The Area also has nearby access to Interstate 295 and NJ Route 73.

The Area is bound to the southwest by South Lenola Road, to the northwest by Route 38, to the northeast by Nixon Drive, and to the southeast by existing retail / commercial development. The Area comprises just over 84 acres. It is developed with the Moorestown Mall, an approximately 1,076,000 square foot shopping center, a Sears Auto Center pad site in the southwest corner, a Mr. Tire pad site near the southeast corner, and a multi-tenant retail pad site in the northeast corner. The mall is surrounded by parking and circulation aisles. Nearly all of the Area is covered with impervious surface.

The Area is part of a larger confluence of commercial developments that extend into Maple Shade and Mount Laurel Townships around the I-295, New Jersey Turnpike, NJ-73 and NJ-38 corridors and interchanges (see Figure 1).

Land Use

The Area is developed with the Moorestown Mall and three outbuildings. The central enclosed portion of the Mall consists of approximately 475,000 square feet of floor area. Four anchor tenant spaces branch off the mall in approximately the four cardinal directions. Boscov's has a floor area of approximately 202,000 square feet, the former Sears is approximately 170,000 square feet, the former Lord and Taylor is approximately 121,000 square feet, and the former Macy's, which has been partially occupied by a Marshalls, HomeSense, and Sierra Trading Post is approximately 200,000 square feet.

There are three existing outbuildings and two approved, but not yet constructed pad sites. A Sears Auto Center, with a footprint of approximately 22,000 square feet is in the southwest corner of the Area. A two-tenant building in the northeast corner of the Area containing a T-Mobile Store and a former restaurant is approximately 7,000 square feet in area. A tire repair facility, Mr. Tire, with a footprint of approximately 4,800 square feet is in the east-central part of the Area. The approved, but not built pads include an approximately 25,000 square foot building in the northwest corner of the property and an approximately 8,000 square foot building in the western portion of the property near South Lenola Drive.

The as built condition of the Area includes 5,322 parking spaces. The proposed pad sites will reduce the number of parking spaces to 5,042 when built-out. Following construction of the approved pad sites the parking ratio would be approximately 4.57 spaces per 1,000 square feet of gross leasable space.

About 87.4% of the Area is covered with impervious surfaces. There are landscaped areas around the perimeter of the property. Landscaped berms along Route 38 and South Lenola Drive are the largest landscaped areas. Other landscaped islands are scattered throughout the parking lot at the ends of parking aisles.

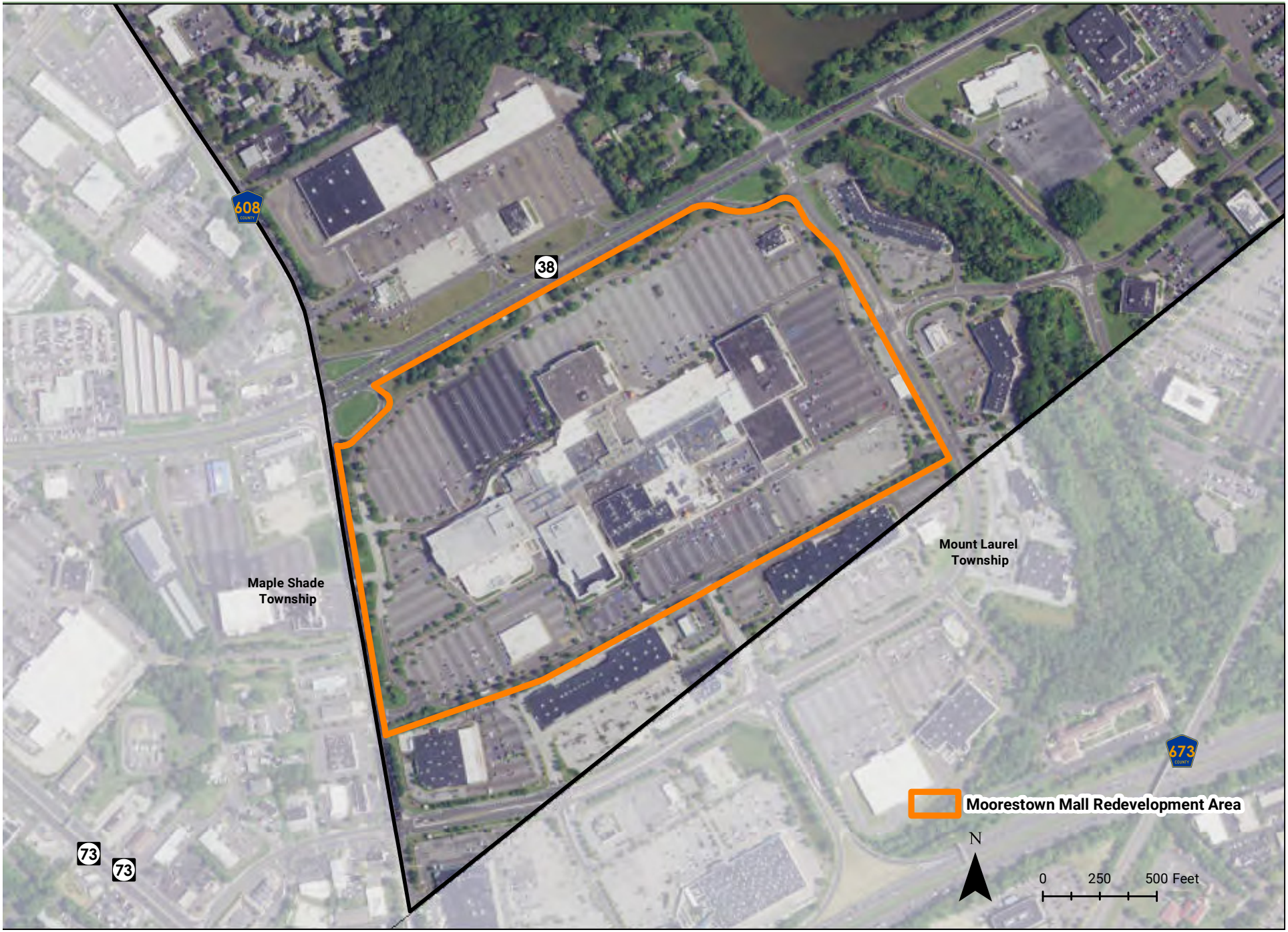


Figure 1 - Redevelopment Area Aerial

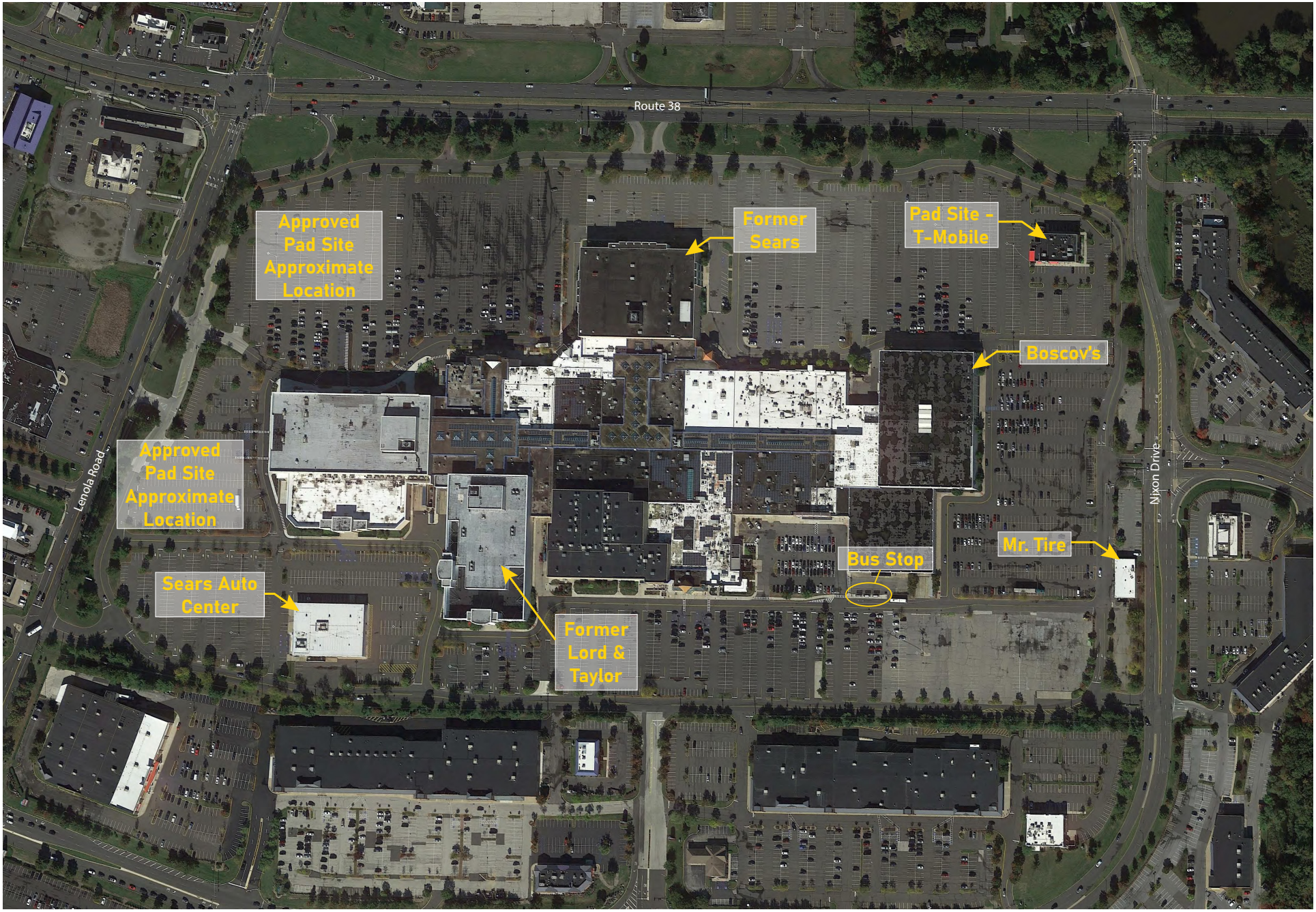


Figure 2 - Existing Conditions

Transportation

Roads

The Redevelopment Area is situated between State Highway 38 and Interstate 295. NJ 38 is the northern boundary of the Area and is an important commuter route providing connections to neighboring municipalities. Interstate 295 is outside Moorestown but is directly accessible from the Mall approximately a quarter mile southeast of the Area. I-295 is an important regional link that connects to I-95 / the New Jersey Turnpike and I-76, which leads to Philadelphia.

Lenola Road, which is under Burlington County jurisdiction, and Nixon Drive are both important travel routes for commuters and shoppers in Moorestown and the surrounding municipalities.

Transit

NJ Transit Bus Service stops at the Moorestown Mall. The bus stop is located at the southeast side of Boscov's near the area designated for Phase 1 of the multi-family residential redevelopment. The following bus lines offer service:

- Route 317 – An express bus between Philadelphia and Asbury Park runs 7 days a week with stops at the Moorestown Mall approximately every two hours.
- Route 407 – The 407 provides service between the Camden Walter Rand Transportation center and the Moorestown Mall. The trip between the terminals takes approximately one hour.
- Route 413 – The 413 runs between the Camden Walter Rand Transportation Center and the Florence River Line Station. The trip from the Moorestown Mall to Florence is approximately an hour and fifteen minutes. The trip from the Moorestown Mall to Camden is approximately 30 minutes.
- Route 418 – An express bus that makes one daily morning trip to Trenton and one daily evening trip to Philadelphia that stops at the Moorestown Mall.
- Route 457 – The 457 runs between the Moorestown Mall and the Camden Walter Rand Transportation Center. The bus runs on the hour and the trip between the terminals takes approximately an hour and twenty minutes. The 457 also stops at East Gate Square, East Gate Corporate Center, Cherry Hill, Haddonfield PATCO, and Gloucester City.

Zoning

The Redevelopment Area is in the SRC Specialty Restricted Commercial District and the MX-1 Mixed-Use Overlay District. The Redevelopment Plan permits the uses allowed in the existing SRC District zoning for the Mall in addition to other uses outlined in the Land Use Section of this Plan. The MX-1 Overlay District will be repealed as part of the adoption of this Plan.

SRC Specialty Restricted Commercial District

The purpose of the SRC District, as set forth in the Township Zoning Ordinance is:

"SRC Specially Restricted Commercial Districts are designed primarily to make special provision for modern, well-planned and integrated uses such as shopping centers, campus-type office parks, corporate headquarters and similar attractive large site, low-density-of-the-lot-occupancy coverage development in areas of the Township where traditional small single-use business development would be inappropriate."

PLAN PRINCIPLES, GOALS, AND OBJECTIVES

- The overall goal of the Redevelopment Plan is to promote the stabilization of the Moorestown Mall property as a mixed-use asset that brings together a diverse array of commercial uses with an inclusionary multi-family residential development.
- Account for a portion of Moorestown Township's unmet affordable housing obligation as identified in the Settlement Agreement with Fair Share Housing Center.
- Modernize the Moorestown Mall to reflect changing trends in retail and consumer preferences.
- Redevelop surface parking areas with new uses to promote a diverse array of economic activity.
- Provide an adequate and appropriate amount of parking in balance with the development in the Area using structured parking where needed.
- Modernize the Mall's infrastructure through utility and stormwater management enhancements and green infrastructure best management practices.
- Enhance on-site circulation patterns and connections to adjacent properties to encourage multi-modal transportation including transit, bicycle, pedestrian, and micro-mobility (scooters and similar light weight electric powered means of conveyance) solutions.
- Encourage sustainable design elements in the rehabilitation of existing buildings and the construction of new structures.
- Provide new housing stock for a mix of household sizes and incomes near transportation corridors, commercial and retail outlets, and employment opportunities.
- Incorporate electric vehicle charging stations and infrastructure to support the modernization and electrification of public and private vehicles.

RELATIONSHIP OF THE PLAN TO THE TOWNSHIP LAND DEVELOPMENT REGULATIONS

Per the LRHL at N.J.S.A. 40A:12A-7.c, redevelopment plans are required to specify whether they supersede existing zoning or act as an overlay to the existing zoning. The Redevelopment Plan shall supersede the existing SRC and MX-1 Zones. To the extent necessary, the Township's Ordinances shall be revised to be consistent with this Plan and to eliminate the MX-1 overlay zone.

When utilizing the standards in this Redevelopment Plan, Township regulations affecting development that are in conflict are superseded by this Plan. Existing engineering standards, performance standards, and definitions shall apply, unless otherwise noted.

No deviations from the Redevelopment Plan standards may be granted which would require a "d" variance pursuant to N.J.S.A. 40:55D-70d. If such a deviation is requested, it may only be addressed as an amendment to the Plan, subject to the sole discretion of the Township Council. Requests for "d" variance relief shall not be heard by the Township's Zoning Board of Adjustment.

Any deviations from bulk and other specific standards shall require "c" variance relief where noted in the Plan. The Planning Board shall have the power to grant relief to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70.c.

An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in N.J.S.A. 40:55D-12a.&b.

The Planning Board may grant exceptions or waivers from design standards for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan. The Board may grant exceptions or waivers if it is determined that the literal enforcement of one or more provisions of the Plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan and Master Plan.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified in applicable Township Ordinances and by N.J.S.A. 40:55D-1, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning Map.

LAND USE PLAN

The Land Use Plan outlines a phased approach to the redevelopment of the Area addressing the requirements in the LRHL at N.J.S.A. 40A:12A-7.a(2). The Land Use Phase Map (Figure 3) shows five distinct Areas that are split into the Existing Mall Phase, Phase 1A Multi-Family Residential, Phase 1B Hotel, Phase 2, and Phase 3. The phases refer to different project areas within the overall Area as outlined in the Settlement Agreement.

The "Existing Mall Phase" governs the mall building, its anchor tenant spaces, existing pad sites, approved but not developed pad sites, and any portion of the Area not associated with another redevelopment phase. The uses currently permitted in the mall under the SRC Zoning remain permitted uses and the mall property can continue to function and change tenants as it has throughout its history.

Phase 1 of the Redevelopment Plan will commence when an application for site plan approval for either the multi-family residential development or hotel are filed with the Planning Board. Upon commencement of "Phase 1" of the redevelopment of the Mall, the square footage permitted throughout the Redevelopment Area Tract will be limited by a maximum floor area ratio (FAR). Phase 1 will be able to proceed without demolishing or decommissioning any portion of the existing Mall. Phases 2 and 3 will require reduction in floor area throughout the site in order to permit new multi-family construction.

Phase 1 shall be developed in a manner that is substantially consistent with the Settlement Agreement. All phases of redevelopment shall comply with all standards in this Plan.

Phase 1 is split into two components. "Phase 1A Multi-Family" is the southeastern corner of the Tract on which an inclusionary multi-family residential development with customary accessory uses and amenities is permitted. As part of Phase 1A, the existing Mr. Tire Facility may be relocated depending on the layout of the multi-family development. "Phase 1B Hotel" is the southwestern corner of the Tract where a full-service hotel with customary accessory uses and amenities is permitted.

Phase 2 encompasses the southern portion of the tract including the former Lord and Taylor and a portion of the former Macy's anchor stores along with the Sears Auto Center and associated parking and circulation Areas. Phase 2 shall commence, and the floor area ratio standard applicable to Phase 2 shall be in effect, when a site plan application is filed for the permitted inclusionary multi-family residential development with customary accessory uses and amenities. Until such an application is filed, the area identified as Phase 2 on the Land Use Plan Phases map shall be governed by the "Existing Mall" phase permitted uses and all applicable bulk standards in this Plan.

Phase 3 will occupy the north-central portion of the tract including the former Sears anchor tenant space and surrounding parking. Phase 3 shall commence, and the floor area ratio standard applicable to Phase 3, shall be in effect, when a site plan application is filed for the permitted third and final phase of the inclusionary multi-family residential development with customary accessory uses and amenities.

In addition, as outlined in the Settlement Agreement, the existing portion of the Mall identified for Phase 3 may be repurposed for medical office uses at any time. The redevelopment of this area with medical office uses or other uses shall not trigger the Phase 3 floor area ratio requirements. It is acknowledged that PREIT has entered into an agreement with Cooper University Health Care to occupy space in the Phase 3 area.

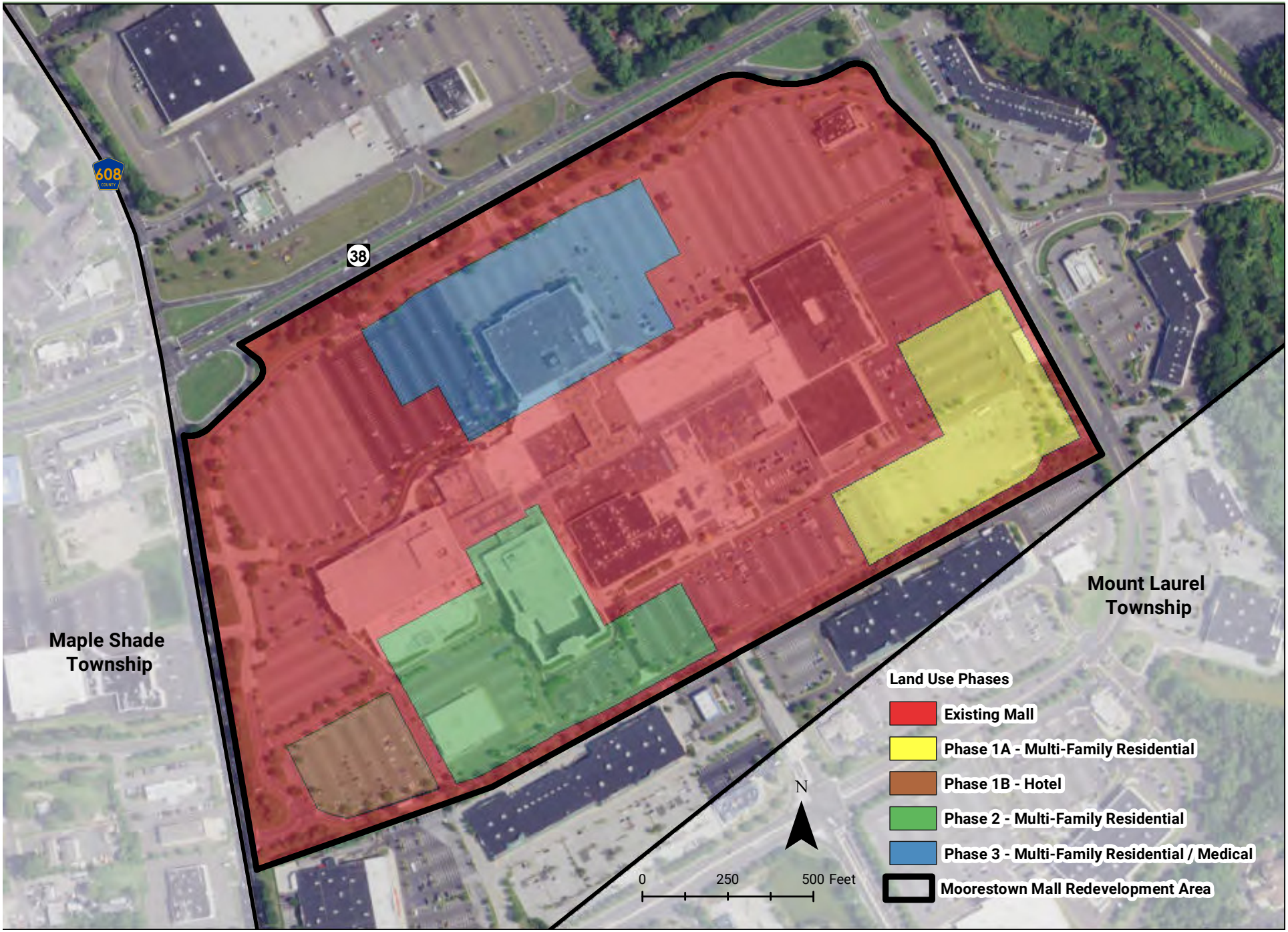


Figure 3 - Land Use Phases

Definitions

For purposes of this Plan, the following terms shall have the indicated meanings.

BUILDING HEIGHT - The vertical measurement from the mean level of the ground adjacent to the building to the highest point of the roof, if the roof is flat or has a slope of less than 15° from the horizontal, or to a point midway between the peak and the eaves of a roof having a slope of 15° or more; provided, however, that any permitted chimneys, spires, elevator penthouses, tanks or similar structures above the roof of a building shall not be included in calculating the height of such building.

ELECTRONIC MESSAGE CENTER – A sign capable of displaying words, symbols, or images on an electronic display screen that can be changed remotely or by automatic means.

HOTEL, FULL-SERVICE - A hotel including a restaurant with full cooking facilities, lounge or bar area, meeting and conference rooms, banquet facilities, fitness center, pool and/or spa, and offering guest services including room service, laundry, security, and concierge within a single building. Direct access to the lobby, common area, and rooms is provided via internal corridors.

MALL – The Moorestown Mall consisting of the entire attached shopping mall including the interior commercial spaces, the anchor tenants and exterior facing spaces, attached restaurants, theater, and any other use or space connected to the shopping center designated as in need of redevelopment.

PAD SITES – Pad sites are free-standing commercial structures with footprints less than 30,000 square feet in gross floor area located within the Redevelopment Area Tract. At the time of adoption of this Plan, three pad sites exist and two more have received site plan approval.

REDEVELOPMENT AREA TRACT – For purposes of certain standards in the Land Use Plan, the entire Area in Need of Redevelopment shall be considered a single tract consisting of just over 84 acres of land. Existing lot lines and future subdivisions of land within the tract shall not alter the tract-wide requirements contained in this Plan.

Uses

The following uses shall be permitted principal uses. Any use not listed shall not be permitted. The Redevelopment Phases shall be permitted to move forward concurrently or in any order subject to timing restrictions noted in the permitted uses.

Permitted Principal uses in the Existing Mall Area

For purposes of the permitted use standards, the portions of the Land Use Plan shown as Phase 2 and Phase 3 shall be considered part of the Existing Mall until those phases of the redevelopment commence.

1. Any principal use permitted in the SRC District (see Appendix A for permitted uses)
2. Municipal use or purpose
3. Open space
4. Performing arts theaters
5. Games of chance and/or amusements when part of another entertainment facility, hotel, or restaurant and permitted by law.
6. Fitness Centers
7. Wireless telecommunication antennas, including small cell antennas roof mounted, not to exceed 12 feet above the roof. Antennas shall be subject to site plan review and shall comply with the mechanical equipment setback and screening requirements in this Plan.

Permitted Principal Uses in Phase 1A Multi-Family Residential Area

1. Multi-family housing with structured parking consisting of up to 375 residential units with a 20% set-aside of affordable family rental units subject to the affordable housing requirements in this Plan.

Permitted Principal Uses in Phase 1B Hotel Area

1. Hotel, Full-Service. An application for Phase 1B may be submitted and built concurrently with or independently of Phase 1A.

Permitted Principal Uses in Phase 2 Area

1. Uses permitted in the Existing Mall Area
2. Multi-family housing consisting of up to 345 residential units with a 20% set-aside of affordable family rental units subject to the affordable housing requirements in this Plan.

Permitted Principal Uses in Phase 3 Area

1. Uses permitted in the Existing Mall Area
2. Multi-family housing consisting of up to 345 residential units with a 20% set-aside of affordable family rental units subject to the affordable housing requirements in this Plan.
3. Medical offices providing health care services, diagnosis and testing, on an outpatient basis, by physicians or other licensed health care professionals, not including behavioral health centers. Testing or treatment of overnight patients with 24-hour operation shall be permitted only if there is a PILOT agreement in place between the Township and the operator of the medical facility.

Permitted Accessory Uses

1. Any accessory use permitted in the SRC Zone (see Appendix A)
2. Common recreational facilities for the use and enjoyment of residents and their guests.
3. Dwelling for manager or other staff of a residential building
4. Office
5. Off-street parking

6. Parking structures not to exceed six total levels, including the rooftop level, which shall be screened from view as required in this Plan.
7. Fences, walls, and street furniture
8. Signs
9. Roof-mounted or ground mounted solar panels
10. Electric Vehicle Charging Stations
11. Outdoor Dining
12. Residential Amenities including but not limited to a walking path around the Area, storage spaces or lockers, community rooms, fitness centers, pools, outdoor seating areas, grill stations, and game rooms shall be provided for the use and enjoyment of residents. At the time of site plan application for a multi-family residential use, details regarding the amenity package shall be presented for review and approval.

Affordable Housing

Redevelopment Plans are permitted to require the provision of affordable housing units per the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7.b).

The Area has been identified in the Township's Settlement Agreements with Fair Share Housing Center, and PREIT, and the Housing Element and Fair Share Plan (HEFSP) adopted December 3, 2020 as a site to address a portion of the Township's unmet affordable housing need. The HEFSP calls for the development of up to 1,065 housing units, of which 213 (20%) units are to be designated as affordable family rentals.

The Settlement Agreement with PREIT establishes the parameters for the build-out of housing units in three phases. Phase One will include 375 residential units with 75 affordable family rentals. Phase Two will include 345 residential units with 69 affordable family rentals. Phase Three will also include 345 units and 69 affordable family rentals.

The redeveloper shall satisfy the affordable housing obligation required in connection with the redevelopment project by setting aside twenty percent (20%) of all residential units developed for very low-, low-, and moderate-income households as described herein (the "Affordable Units"). All Affordable Units shall be non-age-restricted family rental units and shall comply fully with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the Affordable Units within each bedroom distribution shall be required to be for very low-income households earning less than thirty percent (30%) of the median income. Further the Affordable Units shall be subject to affordability controls of at least 30 years and affordable deed restrictions as provided for by UHAC, which may be extended by the Township provided that the existing PILOT is extended or a new PILOT Agreement is reached.

The Affordable Units shall be integrated with the market units to the extent possible, and the Affordable Units shall not be concentrated in separate building(s) or in separate area(s) from the market units. In buildings with multiple dwelling units, this shall mean that the Affordable Units shall be generally distributed within each building with market units. The location of the affordable units shall be provided on the floor plans submitted with the Planning Board application. The residents of the Affordable Units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the market units.

Construction of the Affordable Units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).

Applications for site plan review of inclusionary residential developments shall be considered pursuant to N.J.A.C. 5:93-10.1.

Bulk Standards

Deviations from any of the standards, with the exception of floor area ratio and height, within this section shall be considered a "bulk variance" that requires relief as set forth in the MLUL at N.J.S.A. 40:55D-70.c.

The Planning Board may hear an application for a variance to exceed the permitted height standard provided the deviation is for an increase of less than 10% of the permitted maximum or 10 feet whichever is less.

This Plan addresses the obligation set forth in the Settlement Agreement for the Phase 1 residential and hotel development, and comprehensive redevelopment of the Mall property. Modifications or additions to specific standards in this Plan may need to be addressed in future phases of redevelopment as Plan amendments.

Standards for Subdivision

1. Subdivisions shall be permitted for financing purposes or individual ownership with no lot area, setback, or coverage requirements within the Redevelopment Area tract. Lot lines for financing purposes or individual ownership shall be permitted to traverse existing buildings.
2. Reciprocal cross-access and utility easements shall be provided throughout the entire redevelopment tract to ensure that all tax lots have access to the abutting public rights-of-way, parking, and utilities.

Building Setbacks

Building setback requirements shall be the same for principal and accessory structures. For purposes of setbacks, freestanding signs shall not be considered accessory structures. Signage setback requirements shall be controlled by the standards of the signage section of this Plan.

Tract Boundary

1. All existing buildings shall be permitted to retain their existing setbacks as conforming conditions.
2. Setbacks for new construction or modification of existing structures where setbacks are further reduced shall comply with the following setback standards to the Redevelopment Area Tract boundary:
    a. Minimum 100 foot setback to Rt. 38 right-of-way
    b. Minimum 75-foot setback to Lenola Road right-of-way
    c. Minimum 17-foot setback to the westerly curb line of Nixon Drive, which varies along the property frontage, within the Phase 1A Multi-Family Residential development area.
    d. Minimum 20-foot setback to any other Tract boundary.
3. Internal setback requirements shall not apply for lots created as part of a subdivision performed within the footprint of the overall Redevelopment tract.

Between On-Tract Buildings

1. Buildings containing residential units and hotels shall be setback a minimum of 90 feet from the exterior façade (not including entrance canopy extensions, etc.) of any commercial buildings unless they are attached as part of an integrated redevelopment project.

Residential Building Setbacks and Sidewalks

1. Buildings containing residential units shall be setback an average of 20 feet with no areas less than 17 feet from the curb associated with any street, drive aisle, ring road, or other vehicular way except loading, unloading, and drop-off areas, and driveways providing access to structured parking integrated into the building.

2. Ground floor patios, decks, and balconies shall not be permitted to encroach into the required setback area.

3. The required minimum 17-foot setback area shall include the following components consistent with the example in Figure 4.

   a. A foundation planting strip interrupted only by building entrances or programmed outdoor amenity spaces a minimum of 5 feet in width.

   b. A sidewalk with a clear travel width a minimum of 8 feet.

   c. Street tree trenches and furniture area, plus curbing a minimum of 4 feet in width.

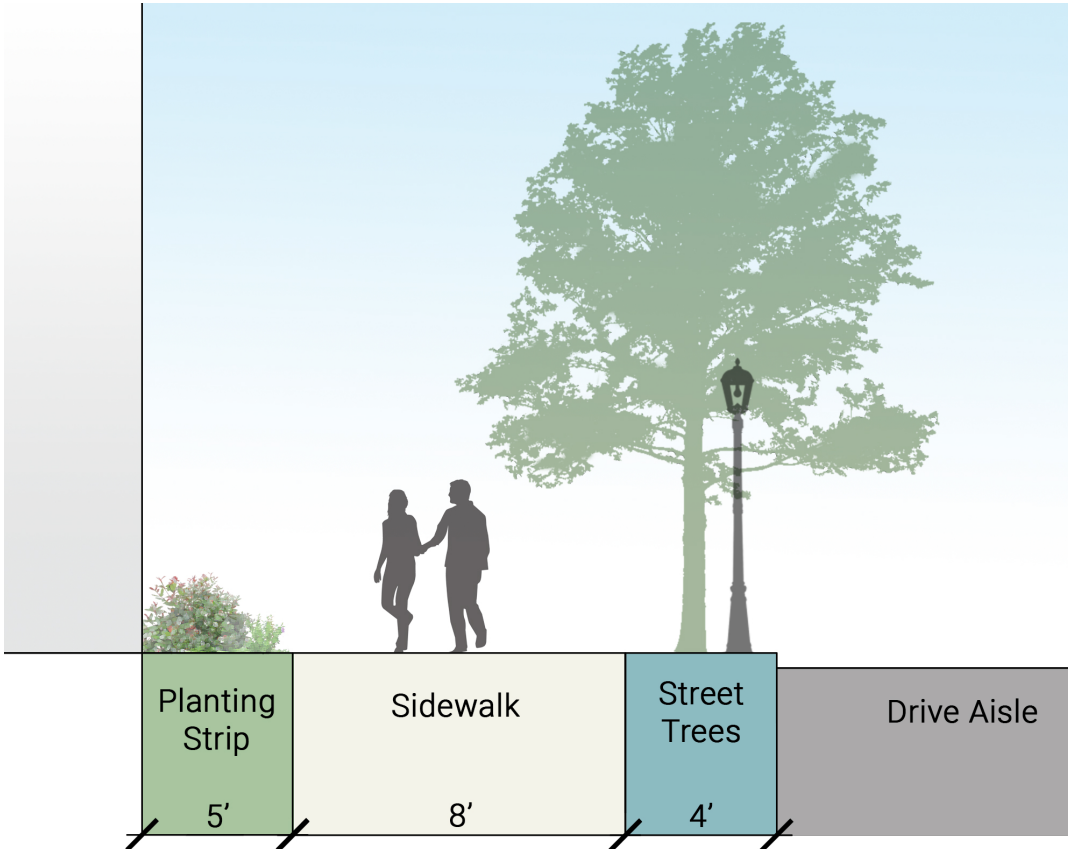


Figure 4 - Residential Setback Area Example

   i. Street trees shall be planted in trenches designed to function as small-scale bioretention systems in accordance with the NJ Stormwater Best Management Practices Manual (see illustrative example in Figure 5.)

   ii. Benches and trash receptacles shall be installed at intervals along the perimeter of the abutting streets either within foundation planting areas or between street trees. Street furniture shall be the models depicted in Appendix C or equivalent models subject to approval by the Township.

Parking Space Location

1. Parking shall not be permitted within 100 feet of the Route 38 right-of-way.
2. Parking shall not be permitted within 75 feet of the Lenola Road right-of-way.
3. Parking shall not be permitted within 10 feet of the exterior wall of a hotel.
4. Surface parking shall not be located within 20 feet of the exterior wall of a residential building. Structured parking incorporated into a residential building shall be exempt from any parking space location requirements.

Impervious Coverage

1. Impervious lot coverage in the Redevelopment Area Tract shall not exceed 85%. At the time of site plan application for any phase of the redevelopment project, details shall be provided demonstrating how the maximum 85% coverage will be achieved.
2. Permeable paving shall be considered as 50% impervious for calculation purposes (eg. If there is 100 square feet of porous pavement, 50 square feet can be considered pervious.)
3. Green roofs designed and installed according to best management practices shall be considered 75% pervious surfaces (eg. If there is 100 square feet of porous pavement, 75 square feet can be considered pervious.)

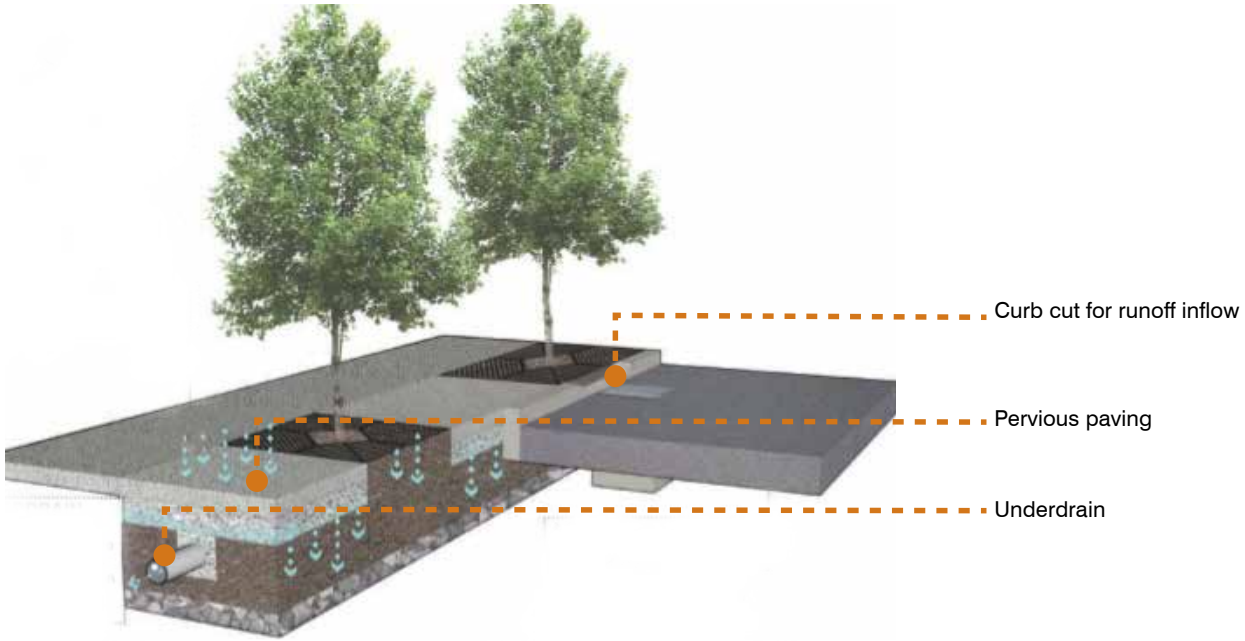


Image Credit: Jersey Water Works Green Infrastructure

Figure 5 - Street Tree Trench Example

Floor Area Ratio

Floor Area Ratio shall be calculated based on the lot area and gross floor area of buildings on the entire Redevelopment Area Tract and not only on a particular phase or portion of the Area. Decommissioned space shall be considered "floor area" in calculating floor area ratio. The definitions of "Floor Area" and "Floor Area Ratio" shall be the same as those in the Township Zoning Ordinance. The following floor area ratio requirements shall be triggered upon submission of a site plan application for the multi-family residential development or hotel in Phase 1, and the multi-family residential developments in Phases 2 and 3. The maximum permitted floor area ratio in each phase is:

1. Phase 1 – 0.50
2. Phase 2 – 0.40
3. Phase 3 – 0.40

Building Height

Building height shall be regulated based on the uses within the building. Rooftop mechanical equipment, structured parking, and other appurtenances shall be screened from public view by architectural elements that are consistent with the overall design of the building. Building limits shall not exceed the following:

1. Medical Use Buildings – 3 Stories / 45 feet to the top of a flat roof. Rooftop mechanical equipment and other appurtenances shall be permitted to exceed the height limit by up to 20 feet provided that architectural screening elements are provided to shield these appurtenances from public view.
2. Other Non-Residential Buildings – 3 Stories / 45 feet
3. Hotels – 4 Stories / 65 feet
4. Residential Buildings – 4 Stories / 65 feet; If a sixth level of structured parking is provided, the structured parking and its screening shall be permitted to extend an additional 10 feet above the required height limit.

Landscape Buffers

1. Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, and, if appropriate, supplemental fences or walls in sufficient quantities and sizes designed to continuously limit the view of and/or sound from the site to adjacent sites or properties and residential and hotel developments on-site. No more than 10% of the lineal measure of the buffer may consist of fences and walls. The design of landscape buffers shall be in accordance with § 158-26, deviations from the design standards in that section shall be considered site plan exceptions. The following landscape buffer widths shall apply:
    a. The existing landscape buffer areas of variable width that exist along the Lenola Road and Route 38 property frontages shall not be reduced in size and shall be supplemented with additional plantings to fill gaps and replace dead or damaged material.
    b. Bicycle and pedestrian paths and fitness trails may be located within the landscape area and buffer as may be permitted by the approving authority.
    c. Stormwater management basins shall not be permitted between any required landscape buffer and Route 38 or Lenola Road.
    d. The existing landscape buffer along Nixon Drive shall not be reduced in size. The required sidewalk and planting cross-section around the Phase 1A multi-family development, shown in Figure 4 shall be in lieu of the buffer requirement in this section along Nixon Drive.

Signage

1. Freestanding Signs
    a. Appendix D represents the existing sign locations and signage types at the time of adoption of this Plan.
    b. Existing signs may be replaced in kind with new signs of the same dimension and in the same location. Application for signage replacement shall include the specific dimensions of the existing sign to be replaced and the proposed replacement sign. In kind replacement of tenant name bands shall not require review.

c. One additional monument sign for a medical use not to exceed 12 feet in height and 150 square feet in area shall be permitted along the Route 38 frontage. The sign shall be setback a minimum of 25 feet from the Route 38 right-of-way.

d. One additional monument sign for a medical use not to exceed 12 feet in height and 150 square feet in area shall be permitted along the Lenola Road frontage. The sign shall be setback a minimum of 35 feet from the Lenola Road right-of-way.

e. One monument sign not to exceed 5 feet in height and 25 square feet in area shall be permitted associated with the hotel use along the internal ring road.

f. A maximum of two monument signs not to exceed 5 feet in height and 25 square feet in area each shall be permitted associated with a multi-family residential use. One shall be permitted at the intersection of Nixon Drive and the internal ring road, and the other shall be permitted elsewhere along the internal ring road subject to Board approval.

g. No freestanding or monument sign shall be located in a sight triangle.

2. Façade Signs

a. Medical Use

i. Three (3) façade signs shall be permitted per exterior wall face of a portion of the mall building associated with a medical use. The combined area of all façade signs on each exterior wall face shall not exceed 450 square feet.

ii. Medical uses in pad sites or locations not physically connected to the existing mall building shall abide by the signage standards for all other non-residential uses in subsection b.

b. All other Non-Residential Uses - One façade sign may be located on each outside or exterior face of the building housing the user, provided that the total area of any such sign shall not exceed whichever is the smaller of the following: an area equal to or less than 15% of the principal facade area (including window and door area) on which it is mounted; or a maximum of 150 square feet.

c. Residential Uses

i. Three (3) total façade signs shall be permitted, not to exceed 150 square feet in area combined.

3. Directional Signs

a. Residential, and hotel uses may have identifying signage bands added to any existing directional signs within the Redevelopment Area.

b. Directional signage shall be permitted to identify the entrance to residential parking garages. Facade mounted directional signage shall not exceed 20 square feet in area. A maximum of one directional sign per garage entrance shall be permitted.

4. Electronic Message Center Signs

a. A variable copy electronic message band exists on the freestanding sign at Rt. 38, which shall be permitted to remain, but may not be expanded.

b. No new electronic message center signs shall be permitted.

5. Billboard signs shall not be permitted.

6. Temporary Signs

   a. Medical Uses – One temporary banner sign shall be permitted on each exterior wall face of a building associated with a medical use. Each temporary banner sign shall not exceed 560 square feet in area. Temporary signs shall be removed within five days of the final certificate of occupancy.

   b. All Other Uses - One temporary construction sign shall be permitted which does not exceed 10 square feet or four feet in height and is located 25 feet from the edge of the public right-of-way. The temporary sign shall be removed within five days of the final certificate of occupancy.

7. Wayfinding Signage

   a. Bicycle and pedestrian scale wayfinding signage shall be permitted without limitation as to number of signs or placement location when developed as part of a comprehensive circulation plan.

   b. Bicycle and pedestrian scale wayfinding signage shall not exceed 4 feet in height or 4 square feet in sign area.

Circulation and Parking Plan

At the time of site plan application, a Traffic Impact Statement including vehicle circulation / turning templates, and a parking evaluation shall be provided.

Parking Requirements

The following parking requirements shall apply to all uses within the Area. Deviation from the parking standards requires variance relief pursuant to N.J.S.A. 40:55D-70.c. Deviation from the residential parking standards also requires an exception from the Residential Site Improvement Standards (RSIS).

Non-Residential Parking Requirements

1. All non-residential uses, except hotels, shall provide parking at a ratio of 4.0 spaces per 1,000 square feet of gross floor area.

2. Hotels shall provide parking at a ratio of one (1) space per hotel room plus 10 spaces for staff.

Residential Parking Requirements

1. Residential uses shall provide parking at a ratio of 1.9 spaces per unit.

2. Shared parking shall be permitted between residential and non-residential uses. A plan or report demonstrating how the shared parking concept will be implemented and how peak parking demands for the uses will complement each other shall be provided to the Board at the time of site plan application.

General Parking Requirements

3. Parking spaces for people with disabilities shall be provided in accordance with the Americans with Disabilities Act.

Loading

The following loading requirements shall apply to all developments within the Area. Deviation from the loading standards requires variance relief pursuant to N.J.S.A. 40:55D-70.c.

Non-Residential Loading

1. The existing mall shall be permitted to retain its existing loading spaces. If non-residential loading areas are expanded or relocated, no new or expanded loading space shall be located within 300 feet of a residential building.

2. Loading spaces / docks shall be sized to accommodate the appropriate vehicle types. Loading spaces that are 10’ x 30’ are standard for box trucks, loading spaces that are 12’ x 45’ are standard for trailers. The dimensions, location, and circulation templates shall be reviewed and approved by the Board and its professionals.

Residential Loading, Unloading, and Drop-off

1. A curbside loading, unloading, and drop-off area designed for small package delivery vehicles (USPS, UPS, FedEx, Amazon, etc.) and Uber / Lyft / Taxi service shall be provided near the primary entrance of any residential building.

2. A loading and unloading area for residential move-in / move-out shall be provided within the parking garage with immediate access to the elevator lobby. The loading area shall have a minimum dimension of 10' x 30'.

Phase 1A Circulation

Development of the Phase 1A multi-family residential development will require a review and possible redesign of circulation near the southeast corner of the Boscov's store in the existing Mall. The corner of Boscov's includes a loading dock area with a sloped ramp leading to two loading bays. Immediately to the west is the New Jersey Transit bus stop that serves the Mall. A dedicated bus lane is provided at the bus stop. The following improvements shall be required as part of the Phase 1A redevelopment:

1. A dedicated bus lane shall be maintained to serve the bus stop in addition to the required travel lanes.

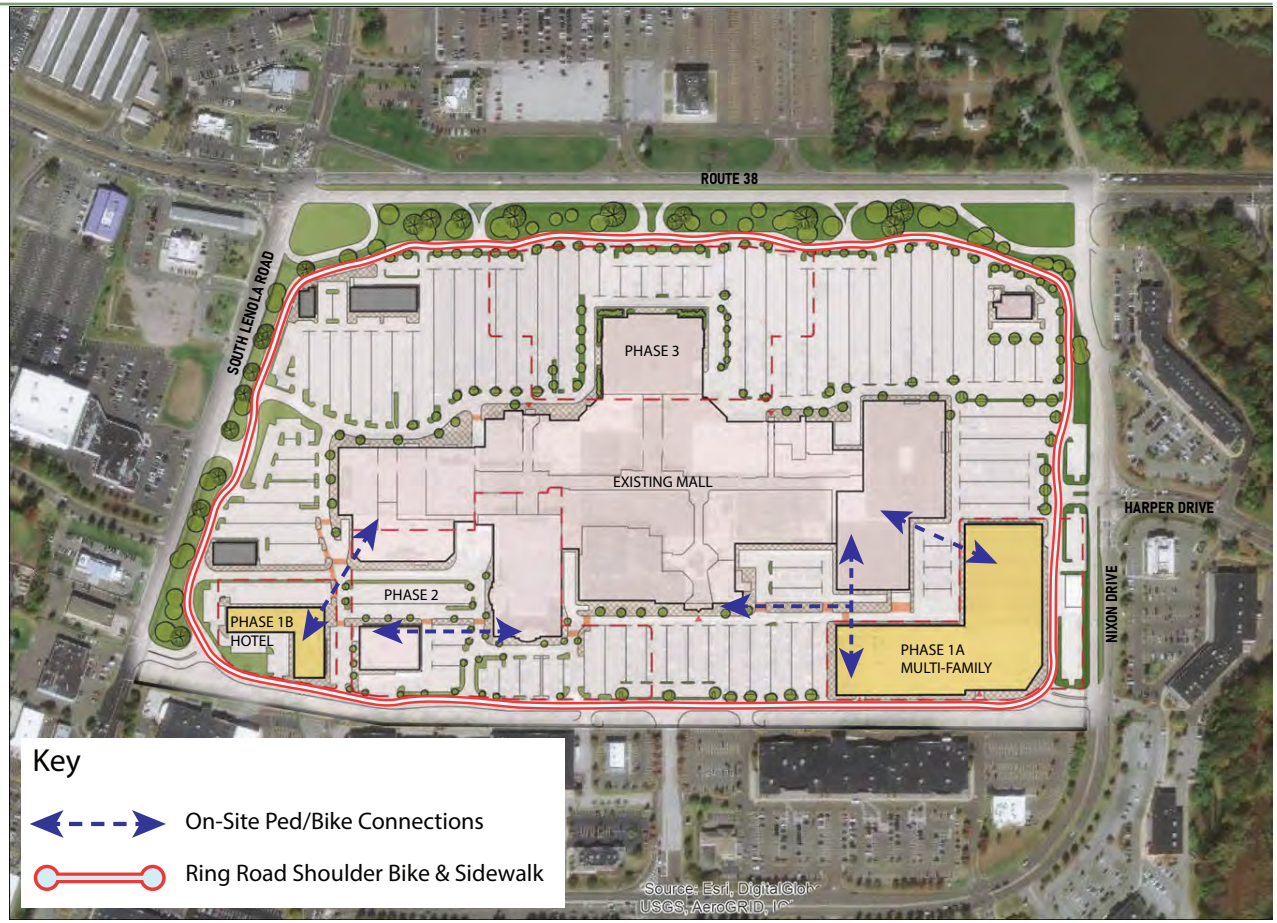


Figure 6 - Circulation Improvements Concept

2. The residential building shall be designed so that ground floor residential units are not located immediately opposite the Boscov's loading dock, to the extent feasible.

3. Pedestrian spaces and landscaping shall be provided as outlined in Figure 4.

4. Vehicle movement templates showing tractor trailers, buses, and passenger vehicles shall be provided for review and approval by the Board and its professionals. The movement templates shall consider the placement of street trees and other landscaping and pedestrian walkways and crosswalks. No conflicts shall be permitted between vehicle movements and any landscaping or other improvements.

Ring Road Alignment

The internal private ring road that provides circulation within the Mall property and connections to Lenola Road, Nixon Drive, and Route 38 may need to be realigned to accommodate a portion of the future redevelopment. Realignments shall be permitted provided all setback requirements to the ring road are maintained in the new alignment.

Pedestrian and Bicycle Plan

The Township's 2010 Bicycle Circulation and Safety Plan and 2014 Master Plan Circulation Element call for bicycle and pedestrian improvements in the vicinity of the Mall. The plans call for the addition of bicycle parking and improvements to Lenola Road and Nixon Drive to make them more accommodating to non-motorized forms of transportation. The redeveloper shall work with the Township to undertake the following improvements as illustrated in the conceptual circulation plan shown in Figure 6:

1. Create a comprehensive system of pedestrian crosswalks, sidewalks, and plazas treated with a mix of hardscaping, landscaping, street furniture, pedestrian scale lighting, wayfinding signage, and other amenities within the Mall. A comprehensive bicycle and pedestrian circulation plan for the Redevelopment Area shall be developed and built-out in phases as redevelopment activities and other site improvements are undertaken.
2. Evaluate the intersection of Lenola Road and the Mall ring road entrance to determine the feasibility of bicycle and pedestrian safety improvements. As improvements are planned by NJDOT or Burlington County in conjunction with upgrades to the Lenola Road – Route 38 intersection, the redeveloper shall cooperate and provide connections into the Mall property where reasonable.
3. Provide bicycle parking or storage rooms within the multi-family residential building, either in the parking structure or a designated storage area elsewhere accessible to building tenants.
4. Provide bicycle parking at each entrance to the mall. Lockers associated with bicycle parking should be provided for employees.
5. Provide a sidewalk and/or shared use bicycle path along the perimeter of the Ring Road, at a minimum along the southern portion connecting the Phase 1A multi-family residential development and Phase 1B hotel development.

Electric Vehicle Charging Plan

The LRHL at N.J.S.A. 40A:12A-7.a(8) requires that redevelopment plans consider the provision of publicly accessible electric vehicle charging infrastructure.

1. Spaces serviced by electric vehicle charging stations shall count toward minimum parking requirements.
2. Non-Residential – Electric vehicle charging centers shall be provided within the parking areas associated with the mall. A minimum number of spaces shall not be mandated, but the mall operator shall work with a charging station operator to provide spaces to meet current demand with the ability to scale up the infrastructure if future demand warrants. Electric vehicle charging stations shall be installed prior to issuance of final certificate of occupancy for the Phase 1A Multi-Family Residential development.
3. Residential – Residential parking structures shall be designed to include the installation of electric vehicle chargers. Charging stations shall be provided at a rate of 1% of the total number of vehicle spaces provided. Infrastructure shall be designed to be adaptable to allow for future increases in the number of charging stations.

Shuttle Service

The residential and hotel redevelopers are encouraged to contact local employers in the nearby office campuses to determine if there is potential demand for a short distance commuter shuttle. There are large concentrations of employers within Moorestown and the neighboring municipalities of Maple Shade, Mount Laurel, and Cherry Hill. A fixed route or flexible shuttle service operated in partnership between the redeveloper(s) and nearby employers could provide a valuable amenity to all parties.

Utility Plan

1. The redeveloper shall conduct engineering studies to determine if the wastewater pumping station and sewer mains can handle the additional flow generated by the redevelopment.

2. Redeveloper shall be responsible to construct all on-site improvements necessary to supply each phase of the Overall development, when needed, with utility services.

3. Redeveloper shall be responsible to construct, maintain and operate said utility improvements that may be required to be constructed in the Area.

4. Redeveloper shall be responsible for all applicable connection fees other than the connection fee for the affordable housing units in accordance with applicable laws.

5. As part of any site plan approval for a particular phases of the overall redevelopment, the Redeveloper shall be responsible for contributing its pro rata share towards the cost of reasonable and necessary off-site utility improvements that are necessary for the particular phase of the overall redevelopment in accordance with N.J.S.A. 40:55D-42 and Moorestown Ordinance Section 158-9F, Off-tract improvements.

Design Standards

The following are site plan design standards. The standard for relief for any deviations from these standards shall be consistent with the MLUL requirements at N.J.S.A 40:55D-51. The design standards are intended to reinforce the physical, visual, and spatial characteristics of the Redevelopment Area. Any elements not covered by these standards shall be subject to the appropriate provisions of the Moorestown Township Zoning Ordinance.

Architectural Standards

All New and Renovated Buildings

1. Each new and renovated building shall have a cohesive architectural design that provides an attractive view from all vantage points.

2. All building mechanical equipment and rooftop appurtenances shall be screened in an attractive manner with parapets or similar architectural features that are consistent with the overall architectural design of the development.

3. Building facades shall be finished with durable material. EIFS and vinyl siding shall be prohibited.

4. Change in material or a string course that differentiates between the ground floor and upper floors shall be provided.

Residential Buildings

1. Exterior walls of buildings shall not have large blank or featureless expanses. Building facades shall include design elements such as decorative lintels or cornices, recessed windows or projecting window bays, balconies, and decorative elements.

2. Through wall or window HVAC systems, such as PTACs, shall not be permitted.

3. Parking structures shall be wrapped by residential units and screened from view on any portion of the building(s).

4. Parking structure sections not wrapped with residential building shall have exterior designs that obscures the visibility of headlights and lends interest to the building façade. Design features such as screening elements, louvers, and other architectural or artistic features shall be incorporated to prevent blank massing and excessive visibility of the parking structure from public view.

5. Dedicated storage spaces outside a dwelling unit shall be provided within the building for each unit with a minimum volume of 72 cubic feet (e.g. 3' deep x 4' wide x 6' tall). No exterior storage of bicycles, strollers, chairs, etc. is permitted.

Fences and Walls

1. Fences shall not exceed four (4') feet in height except where required for screening purposes outlined elsewhere in this Plan.

2. Fences and walls shall not be located in a required setback area.

3. Chain link fence, barbed wire, razor wire, and electrical wire fence shall be prohibited.

4. Walls shall not exceed four (4') feet in height, except where required for screening purposes elsewhere in this Plan or retaining walls required as part of an approved grading plan, subject to review by the Planning Board.

Landscaping

1. All open space areas shall be landscaped and maintained in an attractive condition with appropriate plant materials.

2. All trees shall be selected from and shall be planted according to guidelines as are periodically recommended by the Tree Planting and Preservation Committee in a document entitled "Recommended Trees for Moorestown Streets," which is kept on file with the Department of Community Development.

3. For plantings other than trees recommended in the Township guide, native species shall be utilized to the extent feasible. Native plant species can be found at: http://www.npsnj.org/pages/nativeplants_Plant_Lists.html and other similar sources.

4. Invasive species shall be prohibited. A list of invasive species and non-invasive alternatives can be found at: https://www.invasive.org/alien/pubs/midatlantic/midatlantic.pdf

5. Parking Lot Landscaping

    a. Landscape islands with tree plantings are encouraged throughout the existing parking area to reduce impervious coverage, improve stormwater management, and provide shading.

    b. Trees plus ground level plantings shall be provided around buildings and in the parking area.

    c. Restriped or reconfigured parking areas shall be designed so not more than 25 parking spaces are in an uninterrupted row without the inclusion of a landscape island.

Lighting

1. A lighting plan shall be provided for review by the Planning Board showing new light fixtures and replacement and upgrade of all light fixtures within the proposed limit of disturbance. The proposed level of illumination shall be shown for all areas of the site in either lux or foot-candles.

2. Minimum Illumination Levels shall be as follows:

    a. Pedestrian Walkways – 5 lux / 0.5 foot-candles

    b. Parking Areas – 11 lux / 1.0 foot-candles

    c. treets / Driveways – 5 lux / 0.5 foot-candles

    d. Parking Garages – 20 lux / 2.0 foot-candles

3. Light fixtures shall specify a Kelvin value not to exceed 3,000K within 300 feet of a residential building. Elsewhere on site, the Kevlin value shall not exceed 4,500K.

4. A cohesive light pole and fixture design shall be applied throughout the Area using models shown in Appendix C or a similar model subject to approval by the Township. These models shall be used for site plan applications and for regular replacement and upgrade of lighting fixtures not undertaken as part of a site plan application.

5. All light fixtures shall use LED lamps.

6. All light fixtures shall be shielded to prevent off-site spillage and glare visible from residential units.

7. Light poles in parking lots shall not exceed twenty-five (25') feet in height.

8. Light poles along pedestrian walkways shall not exceed twelve (12') feet in height.

Parking and Loading Design

1. Parking and loading design shall be subject to review of the Township Fire Official to ensure placement and signing of fire zones where needed.

2. Parking Design

    a. Parking space size and spacing shall comply with the design standards in the Township Ordinance at 180-73.J(1) and other applicable Ordinance standards related to parking design.

    b. Every parking lot or area for off-street parking shall be separated from the street or highway by a raised curb,

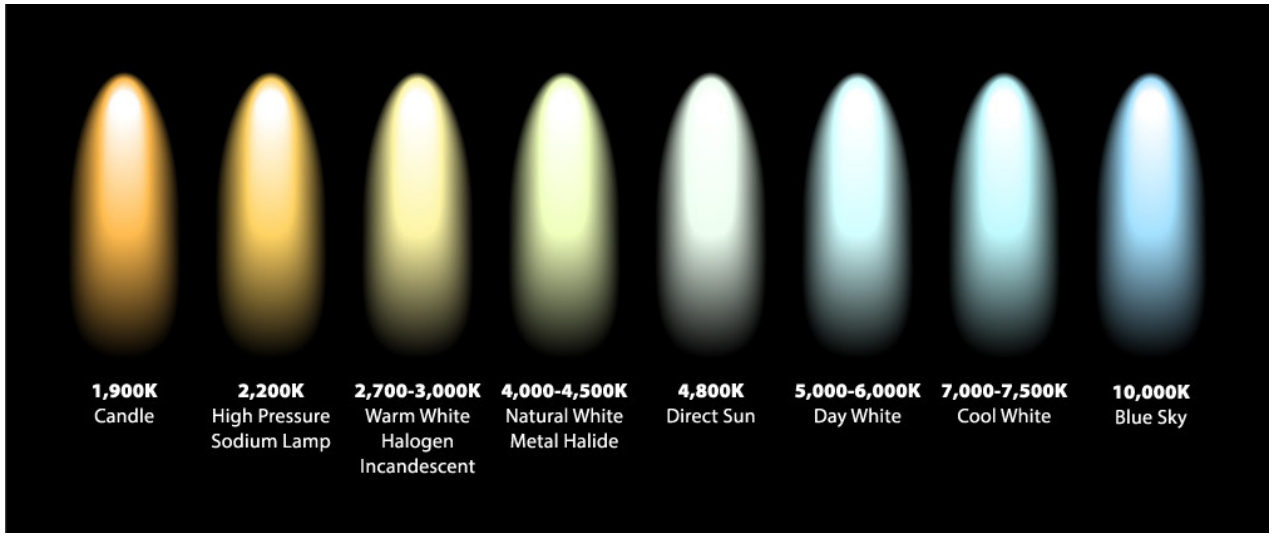


Figure 7 - Kelvin Color Temperature Scale (Source: Inline Electric)

planting strip, wall or other suitable barrier against unchanneled motor vehicle entrance or exit, except for necessary accessways or exits, and the layout of such lot or area shall be not such as to require vehicles to back out into a street or the Mall ring road.

3. Loading Design

   a. Non-residential loading areas or docks shall be screened from view of residential buildings using walls, fences, landscaping, or other architectural design elements to the extent feasible.

   b. Residential loading, pick-up, and drop-off areas shall be clearly designated with pavement markings and signage.

Recycling and Refuse Storage and Removal

1. Adequately sized facilities with separate areas for the storage of recycling and refuse shall be provided as part of all developments, subject to review and approval by the Planning Board and its professionals.

2. Multi-family residential facilities shall utilize trash rooms / chutes conveniently located throughout the building for use by residents. Centralized collection and storage areas shall be provided within the building. Carting of refuse and recycling shall be coordinated with a private hauler.

3. For non-residential portions of the Area, exterior dumpsters or similar refuse storage areas shall be surrounded by concrete block enclosures a minimum of six (6') feet in height with opaque gates. The design of the dumpster enclosure shall be subject to the approval of the Planning Board and its professionals.

4. Dumpsters shall be placed on the property screened from public view.

Stormwater Management

1. All developments shall comply with the Moorestown Township Stormwater Management Ordinance at Section 158-25 and NJ DEP Stormwater regulations.

Utilities

1. All new utilities shall be installed underground.

2. Building mounted utility meters shall be placed in enclosures, rooms, alcoves or otherwise integrated within the design of the building and screened from public view.

3. Utility boxes and ground level utility structures shall be screened on at least three (3) sides by landscaping that will conceal the box throughout the year while permitting access by the utility company.

SUSTAINABILITY PLAN

Green Building Standards

The Redeveloper is encouraged, but not required to, register the buildings in the Area in the USGBC LEED certification program. In addition, a minimum of 25 of the following 30 sustainability actions shall be included in the development of any new buildings:

1. Passive Solar, Ventilation & Shading Design

    a. Passive Solar - The basic natural processes used in passive solar energy are the thermal energy flows associated with radiation, conduction and natural convection. When sunlight strikes a building, the building materials can reflect, transmit or absorb the solar radiation. These basic responses to solar heat lead to design elements, material choices and placements that can provide heating and cooling effects in a home. Passive solar energy means that mechanical means are not employed to utilize solar energy.

    b. Solar Photovoltaic Readiness – Roofs should be constructed to accommodate a future solar PV system. This includes ensuring that the roofing structure and finish material can bear the structure required to add a solar PV array. In addition, there must be a 2" (minimum) conduit run that provides roof-to-electrical panel room connectivity.

    c. Passive Ventilation & Shading – Buildings and windows should be oriented to resist cold northern winds and lack of sun in the winter and open to warmer southern breezes in the summer. Apply suitable roof overhangs, awnings and/or deciduous trees.

2. Pedestrian Paths (Sidewalks) - Build sidewalks that are wide, pleasant, and buffered from automobile traffic. Create pleasant walkways and bikeways through site to community areas, between buildings, surrounding neighborhoods, and parking.

3. Ducts and HVAC protected from dust during construction and/or cleaned prior to occupancy - Completely seal duct and HVAC equipment openings with plastic film and tape, or other suitable material, until after final cleaning of unit. If system is used during construction, install MERV 8 filters on all return grills. In addition (or as an alternative), thoroughly flush and vacuum all ducts prior to system startup and upon completion of all construction and finish work.

4. Low VOC Interior Paints and Finishes - Follow VOC limits for all paints.

5. Low VOC Adhesives and Sealants - Follow VOC limits for all adhesives and sealants.

6. MERV 8 (or higher) air filters in ducted forced air systems - Install pleated furnace filters, minimum MERV 8, during testing and balanced of HVAC system and for the life of the system. If running ducted forced air system during construction, use MERV 8 filters during construction, replace regularly, and prior to system testing and balancing.

7. Combustion Devices Directly Vented or Sealed - With the exception of gas stoves, all combustion devices must be power vented or sealed combustion.

8. Automatic Bathroom Ventilation - Install fans that directly vent to the outside in bathroom with automatic timer control.

This is also a minimum requirement for ENERGY STAR Certification. Fans shall have a maximum of 1.5 sones (noise level).

9. Direct Vent of Kitchen - All kitchen exhausts shall be directly vented to the outside.

10. Encapsulation of non-UF (Urea Formaldehyde) free composite cabinets - If Urea Formaldehyde is in any particleboard or other composite wood product incorporated into the interior of the project (cabinetry, countertops, etc.), all exposed edges (those not covered by another, sealing material – including backs) must be coated and sealed with water-based polyurethane or approved paint to slow the out-gassing rate of harmful toxins. Sealing can be done in shop, before delivery, however, if the cabinetry is cut on-site, the cut faces must be resealed prior to installation.

11. Insulation with Low Formaldehyde Content

    a. The most common form of insulation in homes today is fiberglass, fabricated primarily from silica sand, which is spun into glass fibers and held together with an acrylic phenol-formaldehyde binder. There are brands of fiberglass insulation that do not contain phenol-formaldehyde binding agents and are an unfaced white batt insulation bonded with a formaldehyde free thermosetting resin. The Uniform Construction Code prohibits urea-formaldehyde foam insulation. The binder used in batt insulation should be phenol-formaldehyde-free.

    b. One of the more reasonable priced alternatives to fiberglass insulation is cellulose spray-in insulation; of which recycled newspaper is a major component. Other alternative insulation systems to consider are soy foam, recycled denim, and oyster shell insulation.

12. Operable Windows - Choose windows that can be opened. Operable windows provide opportunities for natural heating, cooling, and ventilation as well as providing a direct connection to the outdoors and the neighborhood. Also, ensure that the window is easily operable. For example, if the window is too heavy to lift and does not have a lip to grab then it is not readily operable; this could really be an issue for frail or elderly residents, who would have to call for assistance.

13. Smoke-Free Building - Implement and enforce a “no smoking” policy in all common and individual living areas of all buildings. Common areas include rental or sales offices, entrances, hallways, resident services areas and laundry rooms.

14. Exterior Wall Drainage Plane - Provide exterior wall drainage plane using building paper, housewrap or layered water-resistant sheathings (rigid insulation or a foil covered structural sheathing) with seams taped or sealed.

15. Window Flashing Details - All windows and exterior openings must demonstrate best practices for flashing details in order to create a weather resistant barrier. Details must be developed to meet the intent for both the window and wall system manufacturer’s products. Window details will show pan and sill flashing, damming the edges of the bottom sill flashing, and location of weep holes to exterior facade.

16. Roof - Roof warranty should be 30 years for pitched roofs and 20 years for flat roofs.

17. All Units ENERGY STAR Certified - All Projects are required to be Energy Star Certified or Equivalent as a threshold.

18. ENERGY STAR Appliances - Refrigerator, clothes washer, and dishwasher must be ENERGY STAR rated.

19. ENERGY STAR Lighting Fixtures - Install ENERGY STAR labeled lighting fixtures or the ENERGY STAR Advanced Lighting Package in all interior units, and use ENERGY STAR or high-efficiency commercial grade fixtures in all common areas and outdoors. Also, install ENERGY STAR or equivalent energy efficient lamps in all fixtures.

20. Windows with Low-E coating - All windows installed should meet ENERGY STAR guidelines and have a low-E coating.

21. Occupancy and Daylighting Controls - Lighting in community and meeting rooms, laundry, and other common spaces, must have occupancy and automatic daylight controls to reduce energy use when unoccupied. Common space does not include hallways, stairwells and any means of egress. For example, exterior porch and site lighting has daylight sensors and controls.

22. High Energy Factor Water Heaters beyond ENERGY STAR Requirements - Install water heater with energy factor greater than 60% AFUE for gas fired units and 0.95 for electric. For unit-by-unit water heaters, use electric water heater (tank type) of 0.91 EF (efficiency) or greater; a natural gas water heater (tank type) of 0.60 or greater for 50-gallon, 0.62 EF or greater for 40-gallon, or 0.65 EF or greater for an instantaneous model (tankless).

23. Easy to Use Programmable Thermostats - Provide a seven-day, digital programmable thermostat that runs on 24volts of the HVAC system, with battery backup, and no mercury. Make buttons large and system easy to use.

24. Recycle or salvage construction and demolition debris - Develop plan and protocol to properly sort and dispose of construction waste material separate from recycled material. Establish a system for daily collection and separation of materials designated to be recycled including concrete, metals, wood, recyclable plastics, bottles and cardboard, at a minimum.

25. Recycling Centers in Common Areas - Design buildings with easy access to recycling stations that are well marked, easy to understand and accessible and compatible with county or municipal recycling programs

26. Low-Flow Fixtures - Faucets shall be a maximum of 1.5 gpm in the kitchen, and 0.5 gpm for the bathroom. Showerheads shall be a maximum of 2 gpm.

27. High Efficiency Toilets - Toilets shall have an efficiency of 1.3 gallons per flush, or better (less). Dual-flush toilets can also be used with a maximum flush of 1.3 gallons.

28. Green Roofs - Green roofs (roofs with a vegetative surface and substrate) provide for better stormwater management, better regulation of building temperatures, and reduced heat island effect. An additional benefit of green roofs is that they have been shown to increase the marketability of a building and provide a significant aesthetic benefit to building occupants.

29. Cool Roofs - Cool roofs are designed to reflect more sunlight and absorb less heat than a standard roof. Cool roofs are implemented through coatings, membranes, built-up layered roofs, and other methods. A cool roof shall be specified to have a minimum 3-year aged solar reflectance of 0.55 or a solar reflectance index of 64.

30. Pursue LEED Certification (Leadership in Energy and Environmental Design) - This certification program is a nationally accepted benchmark for the design, construction, and operation of high-performance green buildings.

Renewable Energy

Redevelopment projects shall explore the feasibility of incorporating renewable energy, particularly photovoltaic solar panels, into the design of projects. Roof mounted systems or canopy systems on the top floor of structured parking or over surface parking lots are encouraged.

Green Infrastructure

The Redeveloper shall utilize green infrastructure in accordance with Best Management Practices (BMPs) as part of stormwater management plans to reduce stormwater runoff and improve groundwater recharge on the site. Examples of BMPs include: Rain gardens/bioswales: Landscaped areas with native vegetation that capture, filter, and retain rainwater and allow to be absorbed back into the groundwater system, reducing the amount of runoff flowing to the municipal sewers.

- Green roofs: Roofs partially or completely covered with vegetation, soil beds, drainage layer, and a water-proofing medium. Benefits include retention and filtration of rainwater, reduction of urban heat island effect and insulation, creation of habitats for wildlife, and a more aesthetically pleasing landscape.
- Permeable pavement: Surface layer that allows for the infiltration of water back into the ground instead of into the sewers. Permeable pavement can be used for sidewalks as well as other hardscaped surfaces such as parking stalls and driving aisles.

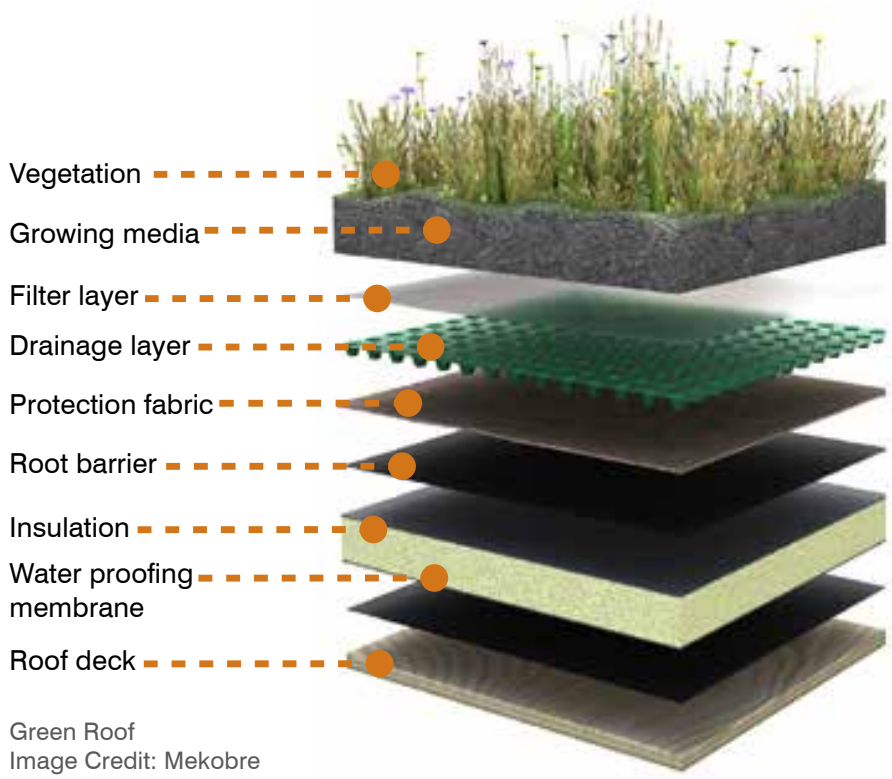


Figure 8 - Green Roof Diagram

CONFORMANCE WITH TOWNSHIP OBJECTIVES

The LRHL (N.J.S.A. 40A:12A-7.a(1)) requires that redevelopment plans be reviewed for consistency with local policies and objectives, which includes a review of the Township Master Planning documents.

Moorestown Township Master Plan

The Township's most recent comprehensive Master Plan was adopted in 2002. The 2002 Master Plan includes a Land Use Plan, Conservation Plan, Open Space and Recreation Plan, Historic Preservation Plan, Community Facilities Plan, Circulation Plan, Town Center Sub-Element, and a statement of Goals and Objectives.

The Master Plan was reexamined in 2008, 2014, and most recently in 2018. Other Plan Elements updated or adopted since the 2002 Master Plan are the 2009 Economic Plan Element, 2009 Open Space and Recreation Plan Element, 2013 Conservation Element, 2014 Circulation Element, 2019 Land Use Plan, and several Housing Element and Fair Share Plans with the most recent having been adopted in 2020.

2014 Circulation Element

The 2014 Circulation Element includes review of the Township's regional context, an inventory of local roadway networks, accident data, bicycle and pedestrian routes, bus routes, and recommendations for streetscape, traffic calming, and street designs.

Roads

The Redevelopment Area is situated between State Highway 38 and Interstate 295, which are both identified as "Principal Arterials", which is the highest classification of road in and around the Township. Principal Arterials handle large volumes of regional and through traffic. Per the 2014 Plan, Route 38 has daily traffic volumes of about 42,000 vehicles in Moorestown. Interstate 295 is outside Moorestown but is an important regional link.

Lenola Road, which is under Burlington County jurisdiction, and Nixon Drive are identified as "Major Arterials", the second highest classification of road. Major Arterials carry volumes of traffic over 10,000 vehicles per day and are important travel routes for commuters and shoppers.

The intersection of Lenola Road and Highway 38, located at the northwest corner of the Redevelopment Area is identified as a "Constrained Intersection". The Plan indicates that past expansions have likely brought the intersection to its "maximum feasible limit".

Bicycle and Pedestrian

According to the 2014 Township Circulation Plan, Route 38, Lenola Road, and Nixon Drive are identified as "Planned Class I Bike Routes", which are described as "A non-motorized paved cartway, physically separated from motorized vehicular traffic by an open space strip or curb barrier. This is also called a Bicycle Path, Bike Trail, Multi-purpose Trail, or some combination thereof.

Bus Routes

There are six bus routes identified in the Plan, all of which stop at the Moorestown Mall. The routes have changed since the adoption of the Plan, but generally service is available to Camden, Trenton, Philadelphia, and other local points.

Recommendations

The following recommendations are relevant to the Redevelopment Plan:

- Intersection improvements identified in the Circulation Plan should be studied as funding permits.
- The bicycle route system should continue to be expanded a indicated on the Bicycle Route Map as funding permits.
- Bicycle parking facilities should be required as part of new non-residential development.
- Transportation Demand Management techniques should be implemented on a Township-wide basis among business park owners to aid in reducing the demand for greater road capacity as circumstances warrant.

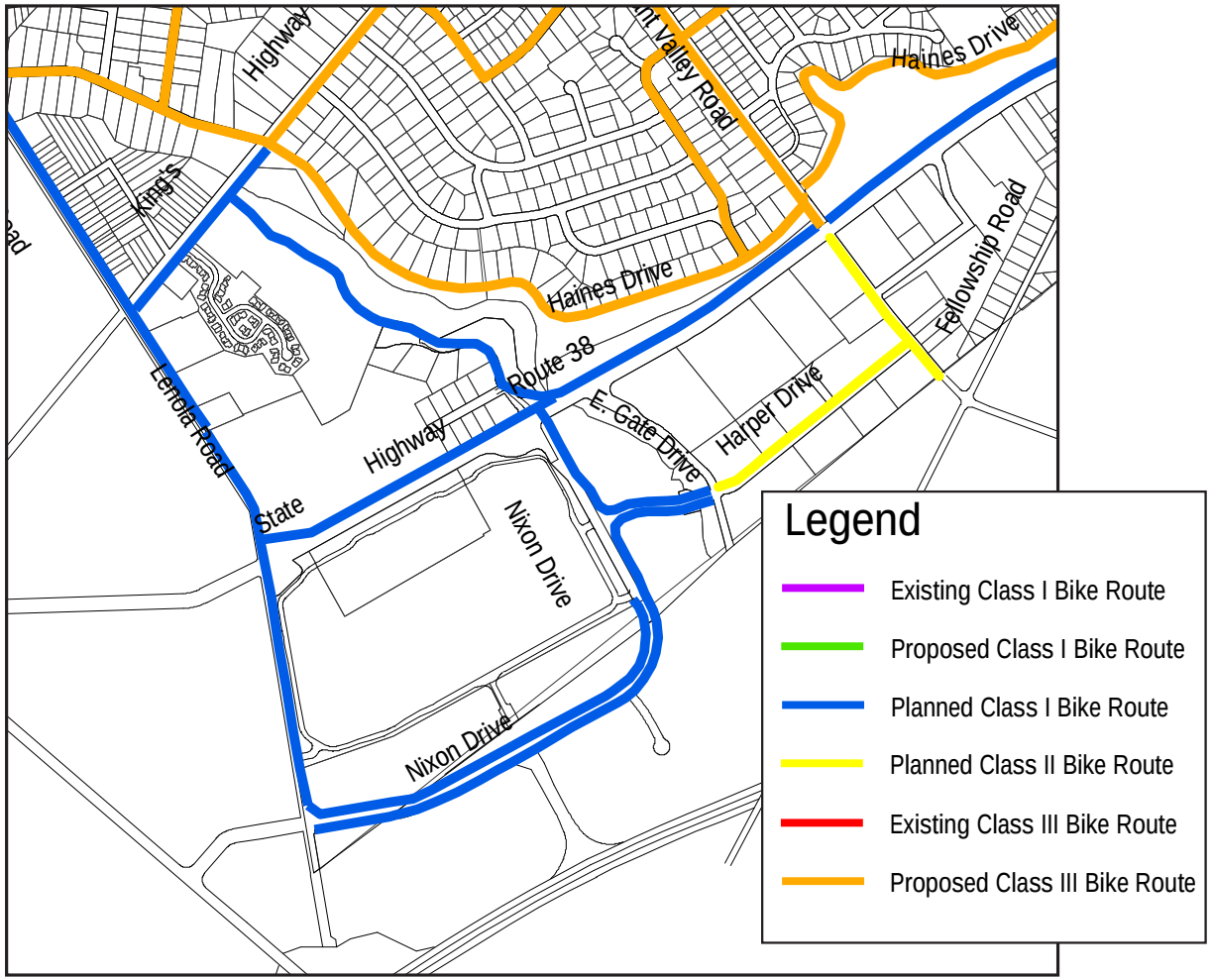


Figure 9 - Excerpt from 2014 Circulation Element Master Plan

2018 Master Plan Reexamination Report

The 2018 Reexamination Report includes a review of the 2002 Master Plan Goals and Objectives, which are reaffirmed and carried forward in the Reexamination Report.

- Protect the land within Moorestown and safeguard its natural heritage.
- Secure the heritage of the Township of Moorestown for future generations by preserving its cultural, social, economic, and architectural history.
- Maintain the necessary services, capacities, and opportunities sufficient to satisfy the needs of present residents and to allow for their well-planned expansion to meet future needs.
- Bring about an improvement to the quality of life for the people of Moorestown by promoting, through the implementation of this document, the sense of a shared community with a consensus about the future of the town.
- Improve the image of Moorestown from an already high standard as an attractive, thriving, and productive community.

The 2018 Reexamination Report notes that changes in retail trends have created challenges for retail center owners. In 2018, the report cited that on-line sales represented approximately 9% of retail activity up from about 4% in 2009 (which has risen to approximately 14% as of the fourth quarter of 2020 showing that the trend is accelerating). The Reexamination Report acknowledged that both the statutory redevelopment process and planning for affordable housing could be factors in the future of the Moorestown Mall.

The Redevelopment Plan supports the goals and objectives of the Master Plan. The redevelopment of a previously developed, impervious tract of land protects the natural heritage of the Township. Redevelopment of the Mall property supports its continued economic vitality. The Redevelopment Plan promotes the reuse of existing infrastructure and services and encourages new uses to be integrated with existing ones. The design standards in the Plan encourage a high quality development that enhances the aesthetic of the existing property and reinforces the image of Moorestown as an attractive, thriving, and productive community.

2020 Housing Element and Fair Share Plan (HEFSP)

The 2020 HEFSP outlines the terms of the Settlement Agreement for the Moorestown Mall site. The HEFSP predates the designation of the property as an area in need of redevelopment, so some of the language is not up-to-date. However, the basic parameters of the Settlement Agreement, which are incorporated into this Redevelopment Plan, are outlined in the HEFSP. The Redevelopment Plan effectuates the HEFSP and Settlement Agreement.

RELATIONSHIP TO OTHER PLANS

State Development and Redevelopment Plan

The LRHL requires a review of the relationship between the Redevelopment Plan and the State Development and Redevelopment Plan (SDRP) (N.J.S.A. 40A:12A-7.a(5)(c)).

In 2001, the State Planning Commission adopted the SDRP. The SDRP is a document that, while not binding, guides State-level development and redevelopment policy as well as local and regional planning efforts. Eight statewide goals are articulated in the Plan, along with dozens of corresponding implantation policies. The goals are as follows:

1. Revitalize the State's cities and towns.
2. Conserve the State's natural resources and systems.
3. Promote beneficial economic growth, development and renewal for all New Jersey residents.
4. Protect the environment, prevent and clean up pollution.
5. Provide adequate public facilities and services at a reasonable cost.
6. Provide adequate housing at a reasonable cost.
7. Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.
8. Ensure sound and integrated planning and implementation statewide.

This Plan meets stated goals 1, 3, 5, 6, and 8 of the SDRP.

- The redevelopment of the Moorestown Mall will prevent further economic decline of the mall, bring new activity to the site, and bolster the Township's tax base.
- The Redevelopment Plan will convert an outdated commercial property into a mixed-use center of activity with complementary uses and activities that will support each other and promote the economic vitality of the property.
- The Redevelopment Plan promotes the reuse and improvement of existing utilities, parking facilities, and encourages public pedestrian and bicycle connections.
- The Redevelopment Plan includes three phases of inclusionary multi-family development that provide for a portion of the Township's unmet need affordable housing obligation and further the State Plan's goal of providing a mix of housing types at affordable prices.
- The Redevelopment Plan includes sustainability requirements, circulation improvements, site design standards that promote high-quality modern design, and envisions the transformation of an outdated design into an integrated mixed-use development.

The SDRP also includes a State Plan Policy Map, which divides the state into regions known as Planning Areas. This Redevelopment Area is in the Metropolitan Planning Area (PA-1), which is characterized by intensive existing development and is the target for redevelopment efforts. The goals for PA-1 include the following:

1. Provide for much of the state's future redevelopment.
2. Revitalize cities and towns.
3. Promote growth in compact forms.

4. Stabilize older suburbs.
5. Redesign areas of sprawl.
6. Protect the character of existing stable communities.

This Plan meets stated goals 1, 2, 3, 4, and 5 for Planning Area 1.

State Strategic Plan

The final draft of the State Strategic Plan was released in 2012. While the State Strategic Plan has not been officially adopted, and the SDRP is still the official State Plan, it is still prudent to review the relationship between this Plan and the State Strategic Plan Draft. This Plan is consistent with the stated goals of the State Strategic Plan. This Plan exemplifies the guiding principle of "Spatial Efficiency", where new development is encouraged to be located in areas where infrastructure is already in place to support growth.

This Plan meets the following "Garden State Values" of the State Strategic Plan:

- Concentrate development and mix uses.
- Prioritize Redevelopment, infill, and existing infrastructure.
- Increase job and business opportunities in Priority Growth Investment Areas.
- Create high-quality, livable places.
- Diversify housing opportunities.

Burlington County Plans

The LRHL requires a review of any significant relationship between the Redevelopment Plan and County Plans (N.J.S.A. 40A:12A-7.a(5)(b)).

The only recent Burlington County Plan that is relevant to the Redevelopment Area is the 2019 County Highway Master Plan. There are no specific recommendations in the Highway Master Plan that impact the Redevelopment Area. Traffic Management Strategies for the DVRPC 2040 Long Range Plan are proposed for Route 38 and Interstate 295 and both corridors are identified as warranting attention. These strategies include:

- Operational Strategies
- Transportation Demand Management Strategies
- Increase Existing Transportation System Capacity
- Add New Transportation Capacity
- Goods Movement Strategies

The 2010 Transit Score for the Redevelopment Area is identified as "Marginal".

Master Plans of Adjacent Municipalities

The LRHL requires a review of any significant relationship between the Redevelopment Plan and the Master Plans of adjacent municipalities (N.J.S.A. 40A:12A-7.a(5)(a)). The Redevelopment Area is adjacent to the Townships of Maple Shade to the south and west, and Mount Laurel to the south and east.

Maple Shade

Maple Shade's most recent comprehensive Master Plan was adopted in 1982. The most recent Reexamination Report was adopted on April 27, 2016. The following problems, objectives, and recommendations are relevant to the redevelopment of the Moorestown Mall.

- Bring about a fiscally beneficial mix of retail, office, and industrial uses to achieve economic strength and stability in the municipal tax base, while maintaining community character and promoting municipal health and safety. The redevelopment of the Moorestown Mall is consistent with this goal.
- Encourage modernization of the Route 38 and 73 commercial corridors, upgrading their appearance, safety, and function. The Redevelopment Plan promotes continued enhancement of the Route 38 corridor.

- Encourage infill development and redevelopment as a Smart Growth technique. The Redevelopment Plan proposes infill redevelopment within existing disturbed and impervious areas.
- Promote redevelopment projects that provide economic benefits for the entire community, through the planning, design, and redevelopment of designated areas that are vacant or underutilized. The Redevelopment Plan is consistent with this goal.
- Promote pedestrian walkway systems and bicycle pathways throughout the community, particularly that connect residential neighborhoods with places of business. The Redevelopment Plan encourages pedestrian and bicycle connections within Moorestown and to the neighboring municipalities.
- The portion of Maple Shade adjacent to the Redevelopment Area is in the BD Business Development Zone with a Redevelopment Plan overlay. The permitted uses and scale of development in the BD Zone and Redevelopment overlay are consistent with the existing Moorestown Mall property and the Redevelopment Plan.

Mount Laurel Township

Mount Laurel Township's most recent comprehensive Master Plan was adopted on April 20, 2006. Amendments were adopted on May 14, 2009 (Open Space and Recreation) and March, 2010 (Housing Element and Fair Share Plan). The most recent Master Plan Reexamination Report was adopted December 14, 2017. The following observations, problems, objectives, and recommendations are relevant to the redevelopment of the Moorestown Mall.

Master Plan – 2006

- The Land Use Element indicates that the portion of Mount Laurel adjacent to the Redevelopment Area is in the MCD Major Commercial District. The 2018 Zoning Map shows that the MCD remains in effect. The Land Use Element indicates that the MCD has a minimum lot area of 50 acres and permits retail, motels, theaters, and convention-amusement centers. The East Gate Shopping Center was developed in the portion of the MCD adjacent to the Moorestown Mall Area. The existing Moorestown Mall and Redevelopment Plan are both compatible in terms of use and scale with the MCD Zone in Mount Laurel.

Master Plan Reexamination Report – 2017

- Mount Laurel has seen the loss of some larger office, business, and retail uses. This commentary on Mount Laurel is consistent with the state of these markets in Moorestown, with the vacancy and redevelopment designation of the Moorestown Mall being a prime example.
- The hotel industry has thrived in Mount Laurel to the point that there is a challenge associated with the proliferation of hotels. The Redevelopment Plan includes a new hotel as part of Phase 1 of the redevelopment. Moorestown does not currently have any hotels within its borders.
- The Reexamination Report recommends implementing a complete streets policy that includes the expansion of bicycle lanes and pedestrian connections. The Redevelopment Plan promotes connections between the Area and surrounding properties and destinations, which is consistent with the Mount Laurel Plan.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Redevelopment Entity

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate or conditionally designate a redeveloper prior to the submission of an application to the Planning Board for any approval based on the standards of this Redevelopment Plan to the Planning Board.

Property to be Acquired

The LRHL at N.J.S.A. 40A:12A-7.a(4) requires an identification of any property to be acquired within the Redevelopment Area. The Area has been designated as a non-condemnation redevelopment area. No property acquisition using eminent domain is authorized or anticipated as a part of this Plan.

Relocation Assistance

The LRHL at N.J.S.A. 40A:12A-7.a(3) requires a provision for temporary or permanent relocation of residents in the Area. There are no residential properties in the area. No residents will be displaced temporarily or permanently as a result of this Redevelopment Plan.

Inventory of Existing Affordable Housing

The LRHL at N.J.S.A. 40A:12A-7.a(6) requires an inventory of housing units affordable to low- and moderate-income households that are to be removed as a result of implementation of the redevelopment plan. There are no housing units in the Area, so there are no affordable housing units identified for removal as part of the implementation of this redevelopment Plan.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the Moorestown Township Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes as appropriate.

This Redevelopment Plan involves multiple potential phases and different development entities (i.e. multi-family residential, hotel, medical). Certain matters discussed during the preparation of this Redevelopment Plan may need to be revisited as the redevelopment of the Area moves forward.

While preparing this Plan, Cooper, the prospective medical facility operator expressed interest in long-term flexibility to expand its parking area into the portion of the Area between the ring road and Route 38. The Plan prohibits parking in this location, but the Township acknowledges that revisiting this request in the future as an amendment to the Plan may be appropriate if operational conditions demonstrate that there is a proven need for additional parking to support the medical facility.

Duration of the Redevelopment Plan

This Redevelopment Plan shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Council. The Plan may be amended, and its duration extended if needed to coincide with the extension of a PILOT as set forth in the Settlement Agreement.

IMPLEMENTATION OF THE REDEVELOPMENT PLAN

The mechanisms by which a redevelopment plan is implemented are statutorily imposed by the Local Redevelopment and Housing Law. All relevant provisions of the LRHL shall apply to the implementation of this Plan.

APPENDIX A - EXISTING ZONING

SRC Specialty Restricted Commercial District

Permitted Uses

A. A planned shopping center or shopping mall

1. A planned shopping center or shopping mall designed as a single architectural unit or scheme with appropriate common landscaping and parking. Such shopping center or mall may include retail department stores, other retail stores and personal service shops customarily identified with shopping centers and restaurants, theaters and office uses, provided that the initial construction of such shopping center shall include at least 16,000 square feet of ground floor area and a minimum of four separate retail stores or other permitted uses.

2. Each individual retail sales and/or personal service use shall be located in an attached, semidetached or detached structure with a separate entrance or entrances to the outdoors or to a common area where included in a mall-type structure, in accordance with the Building Code of the Township of Moorestown, provided that every individual retail sales and/or personal service use located within a mall-type structure or within an otherwise permissible structure shall have not more than two sides open or constructed of other than fire-resistant partitions but equipped with a grill or other device or devices which are capable of closing off said sides and locking for security purposes. All other sides shall be enclosed with fire-resistant partitions from floor to ceiling.

3. No building in an SRC District shall be used for open-area sales operations or open-area service operations such as flea markets, bazaars, open markets, farmers' markets or other markets or areas where sales of two or more kinds of goods or services take place within areas not complying with the above requirements for enclosing areas, except as may be permitted under § 180-62.

4. A use of a temporary nature which is permissible in accordance with Subsection A(1) above, provided that the use will be entirely within a building permissible under Subsection A(1), above, and is contemplated for and in fact exists for no more than 90 days may be permitted by the Zoning Officer of the Township without the approval of the Planning Board. In considering an application under this subsection, the Zoning Officer shall give consideration to standards, make determinations and findings and impose conditions as set forth in Ordinance § 180-107.

B. A single retail department store with an initial construction of at least 16,000 square feet of ground area

C. An office building for administrative, executive or professional offices, a corporate headquarters office building or training center, a telephone central office, telegraph or other public utility office, or a political campaign office (for a period not to exceed three months).

D. An insurance company, bank or other

financial institution.

E. A restaurant or cafeteria which is one of a group of uses in a shopping center or which is part of a retail department store or a restaurant, cafeteria or dining room as an accessory use to a permitted use and which is designed and used primarily for the employees or occupants of the permitted use. Any such restaurant or cafeteria shall be subject to the provisions of Ordinance § 180-58 Q(1) and (2) hereof.

F. A scientific research, testing or experimental laboratory or similar establishment for research or product development, provided that there is no commercial production or storage of any commodity or substance except for the accessory indoor storage necessary for such research.

G. A wholesale establishment where the main use does not involve warehouse, storage or truck terminal activities.

H. A publishing or printing establishment.

I. Business and other signs in accordance with the provisions of Ordinance Article XXIV hereof.

J. Accessory uses. The following accessory uses shall be permitted when used in conjunction with a principal use on the same lot:

1. Personal sales and services, restaurants and cafeterias designed and used primarily for the employees and occupants of the principal permitted use when integrated into an office building and occupying no more than 15% of the gross floor area of said building or 12,500 square feet, whichever is less, but not to exceed 60,000 square feet of the total buildings on the entire tract, in office parks on tracts of 25 acres or larger.

2. Accessory uses customarily incidental to any of the permitted or conditional uses.

K. An arcade located within a planned shopping center or shopping mall permitted under Subsection A(1) of this section, which arcade is not within 1,500 feet of another existing arcade nor within 1,000 feet of any school premises nor within 500 feet of any church premises; and an indoor amusement park consisting of at least 35,000 square feet but no more than 60,000 square feet of a retail shopping center or mall that is indoors, open to the public on a regular basis, designed and themed as an arcade, and incorporates at least 70 automatic commercial games, three rides, and a casual family dining area. An indoor amusement park shall be a "recognized amusement park" within the meaning of N.J.A.C. 13:3-1.1 et seq.

L. Municipal uses shall be permitted through the district.

M. An indoor skateboard, in-line skating and nonmotorized bicycling activity center located within a shopping mall. Said center may include rental or sale of related equipment; sales of apparel, footwear and accessories; snack and/or beverage vending machines; and up to 20 automatic commercial game machines as accessory uses. Said center shall not be deemed to be an arcade as defined in this chapter, but any automatic commercial game shall be subject to the annual per game fee as required in Ordinance § 87-7B(4).

N. Breweries, Distilleries and Winery Salesrooms are permitted when authorized as a conditional use by the Planning Board in the SRC zoning district in accordance with the standards set forth in §180-96 E.(3).

APPENDIX B - SETTLEMENT AGREEMENT

AFFORDABLE HOUSING SETTLEMENT AGREEMENT

THIS AFFORDABLE HOUSING SETTLEMENT AGREEMENT ("*Agreement*") is made this ____ day of_____, 2020, by and between:

TOWNSHIP OF MOORESTOWN, a municipal corporation of the State of New Jersey, County of Burlington, having an address at 111 W 2nd Street, Moorestown, New Jersey 08057 ("*Township*"); and

MOORESTOWN MALL, LLC, a Delaware limited liability company with a business address of 2005 Market Street, Suite 1000, Philadelphia, Pennsylvania 19103 (the "*MM*"); and

PR MOORESTOWN ANCHOR-L&T, LLC, a New Jersey limited liability company with a business address of 2005 Market Street, Suite 1000, Philadelphia, Pennsylvania 19103 (the "*PRLT*"); and

PR MOORESTOWN ANCHOR M, LLC, a New Jersey limited liability company with a business address of 2005 Market Street, Suite 1000, Philadelphia, Pennsylvania 19103 (the "*PRM*", together with MM and PRLT collectively defined as "*Developer*")

Collectively, the Township, Board and Developer shall be referred to as the "Parties." All references to Developer shall include its successors, affiliates and assigns.

WHEREAS, the Township filed a declaratory action with the Superior Court of New Jersey ("*Court*"), entitled In the Matter of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15 (the "*Declaratory Action*"), seeking a declaration of its compliance with the *Mount Laurel* doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015); and

WHEREAS, the Township entered into a Settlement Agreement with Fair Share Housing Center ("FSHC") dated March 18, 2018, revised on June 10, 2019 and again on November 11, 2019, that determines the Township's affordable housing obligation and the means of addressing such obligations (the "*FSHC Settlement*"), which allowed for a vacant land adjustment to the Township's affordable housing obligation; and

WHEREAS, the Moorestown Township Planning Board (the "Board") adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township, including the need for the implementation of the Housing Element and Fair Share Plan of the Township through ordinance amendment; and

WHEREAS, the Board adopted a revised Housing Element and Fair Share Plan (the "*Fair Share Plan*"), as well as a modified Land Use Plan Element of the Master Plan on December 5, 2019, that addresses the Township's affordable housing obligations; and

WHEREAS, the Developer, collectively, are the owners of the Moorestown Mall in the Township, containing approximately 84.023 acres and designated as Block 3000, Lots 2, 3, 3.01,

3.02 and 5 on the Tax Map of the Township (the "*Property*"), which contains a shopping mall known as the Moorestown Mall (the "*Mall*");

WHEREAS, the Property is identified in the FSHC Settlement and the Township's Fair Share Plan as a site available for a mixed-use development that provides for up to 1,065 residential units, of which 20% or up to 213 would be affordable units as a means to address a significant portion of the Township's "unmet need" for affordable housing based upon the Township's vacant land adjustment; and

WHEREAS, the Township subsequently introduced Ordinance 2-2020 on January 27, 2020 proposing to rezone the Property with an "overlay zone" to allow for a mixed-use development that could provide up to 213 affordable units, but only if the existing Mall on the Property were demolished (the "*Rezoning Ordinance*"); and

WHEREAS, the Developer objected to the Rezoning Ordinance on the grounds that the Rezoning Ordinance includes zoning standards and restrictions, which it argued rendered the creation of affordable housing on the Property unrealistic; and

WHEREAS, the Developer submitted an objection to the Court as part of the Township seeking a Judgment of Compliance in connection with the Declaratory Action ("*Developer's Objection*") on these and other grounds; and

WHEREAS, the Court did not rule on the Judgment of Compliance and directed the parties to mediation with the court-appointed special master to resolve the dispute with respect to the future development of the Property; and

WHEREAS, as a result of mediation with the Township, Developer, FSHC and the special master, the Township and Developer have come to an agreement that contemplates the adoption of a Redevelopment Plan to permit a three-phased mixed-use inclusionary development on the Property which provides for up to 1,065 residential units, including up to 213 affordable housing units, and a full-service hotel, while maintaining parts of the existing shopping Mall on the Property (the "*Overall Development*"), as generally shown in the concept plans attached as **Exhibit A** (the "*Overall Concept Plan*"), all of which may be developed and constructed by successors and assigns of Developer; and

WHEREAS, as a result of negotiations, the parties have come to a resolution of Developer's Objection by proposing that the Township designate the Property as an "area in need of redevelopment", (i) adopt a Redevelopment Plan that permits the Overall Development as set forth on the Overall Concept Plan and(ii) enter into a Financial Agreement with the Developer to permit a Payment in Lieu of Taxes on the Property through the Long Term Tax Exemption Law, N.J.S.A. 40A-20.1, et seq. (the "*LTTE Law*"); and

WHEREAS, this Agreement is intended to memorialize the terms of the Parties' agreement to resolve the Developer's Objection; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set

forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to create an opportunity for the construction of affordable housing by creating zoning incentives for redevelopment and the production of affordable housing.

1.2 For the purposes of settlement only the Parties acknowledge PREIT's position that that portions of the Property are available, approvable, developable and suitable for the proposed Development as those terms are used in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("*FHA*") and Council on Affordable Housing ("*COAH*") regulations, for the use permitted by this Agreement. The Township is not aware of any water or sanitary sewer capacity issues that would impact the Development.

ARTICLE II – BASIC TERMS AND CONDITIONS

2.1 In the event of any legal challenges to the Required Approvals (as defined in Section 5.3), including a challenge by any third party, the Developer and, to the extent applicable, the Township shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, except as provided for in Section 7.5 if any such challenge results in a modification of this Agreement or of the Overall Development, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amendment to this Agreement.

2.2 This Agreement is to resolve Developer's Objection and any other issues the Developer may have relating to the Declaratory Action.

2.3 If necessary, this Agreement may be subject to approval by the Federal Bankruptcy Court of the District of Delaware.

2.4 Developer represents that the it or the parties to this agreement own and/or control the entire site as calculated in Exhibit B as 84.0235 acres and that no third party can challenge the validity of this agreement by way of preexisting ownership or development rights, which are inconsistent with the terms of this Agreement. The provision does not apply to any entities that Developer has contracted with for purposes of development per the terms of this agreement.

ARTICLE III – REZONING

3.1 **Redevelopment Plan**: As provided for in Section 5.1, the Township shall incorporate the zoning discussed below, including the Affordable Housing Requirement in Section 4.2, for the Property in a redevelopment plan prepared by the Township in cooperation between the Developer and adopted by the Township with the consent of the developer, which consent shall not be unreasonably withheld.(the "*Redevelopment Plan*") pursuant to the Local Redevelopment

& Housing Law, N.J.S.A. 40A:12A-1, et seq. ("*LRHL*"). The Redevelopment Plan shall permit, in addition to the uses allowed for in the existing zoning for the Mall, a residential inclusionary development and a full-service hotel, in three separate phases, on the Property substantially in accordance with the Overall Development and the Overall Concept Plan as further described below. Nothing herein shall preclude Developer from seeking site plan approval for modifications to the Mall in accordance with the existing zoning (which shall be incorporated into the Redevelopment Plan). In connection with any residential development on the Property, the Redevelopment Plan for the Property shall require the Property to be developed in three distinct phases, and in accordance with certain requirements, each as set forth below:

3.1.1 **Phase One**. In the first phase of the Overall Development ("*Phase One*"), the Redevelopment Plan shall permit the Developer to develop the Property, without the need for any demolition or decommissioning of any portion of the Mall, with (A) 375 residential units (including 75 affordable family rentals) in a multi-family apartment building that is 4-stories with structured parking (the "*Phase One Inclusionary Apartment Building*"); and (B) a separate and distinct full-service, detached hotel (the "*Full-Service Hotel*"), each generally shown on the Overall Concept Plan. Phase One shall also include not yet built pad sites with preexisting approvals as identified in the Overall Concept Plan (the "*Pad Sites*"). The floor area ratio of the Property for Phase One, including the existing Mall, the Inclusionary Apartment Building, the Full-Service Hotel, and the Pad Sites shall not exceed .50. The projected floor area ratio for Phase One as shown on the Overall Concept Plan is calculated in **Exhibit B,** which was based upon PREIT's calculation of building sizes and its representation as to the accuracy of those calculations in conjunction with an ALTA survey, which is also included in Exhibit A The floor area ratio calculation shall include decommissioned space as floor area. The Parties recognize that Phase One Inclusionary Apartment Building and Full-Service Hotel will be the subject of separate site plan applications independent of each other. Phase One of the Overall Development can stand on its own without the need for future development of Phase Two and Phase Three (defined below). Phase Two and /or Phase Three shall proceed at Developer's sole discretion, provided they are in conformance with the Redevelopment Plan

3.1.2 **Phase Two**. The Redevelopment Plan shall permit the Developer to develop the second phase of the Overall Development of the Property with an additional 345 residential units (including 69 affordable family rentals) ("*Phase Two*") in a four-story multi-family apartment building, which may or may not include structure parking (the "*Phase Two Inclusionary Apartment Building*"), in the area on the Property designated as "Development Area A" on the Concept Plans. The floor area ratio of the Property for Phase Two shall not exceed 0.40.

3.1.3 **Phase Three**. The Redevelopment Plan shall permit Developer to develop the third phase of the Overall Development of the Property with an additional 345 residential units (including 69 affordable family rentals)

("*Phase Three*") in a four-story multi-family apartment building, which may or may not include structured parking (the "*Phase Three Inclusionary Apartment Building*"), in the area on the Property designated as "Development Area B" on the Concept Plans. The floor area ratio of the Property for Phase Three shall not exceed 0.40. The Parties recognized that at least initially, the existing portion of the Mall identified for Phase Three on the Overall Concept Plan, may be repurposed for medical office or use to be permitted by the Redevelopment Plan. For instance, Developer can build Phase One but still propose changes to the Mall so long as the changes comply with the Redevelopment Plan and development standards for Phase One.

3.1.4 Floor Area Ratio. When calculating floor area ratio for the Property, the calculation shall apply gross floor area to the 84.023 acre Property as a whole and not only to a particular phase or portion of the Property, and decommissioned space shall be considered "floor area" in calculating floor area ratio.

3.2 Timing of Rezoning / Redevelopment Area: Either simultaneously with or prior to the Township's approval of this Settlement Agreement, the Township Council shall adopt a resolution directing the Board to conduct a preliminary investigation of the Property to determine whether it meets the criteria to be designated as a Non-Condemnation Area in Need of Redevelopment (as defined in N.J.S.A. 40A:12A-5) ("*Redevelopment Area Investigation*") in accordance with the LRHL. The Board shall complete the Redevelopment Area Investigation within sixty (60) days of the Township Council's resolution directing the Redevelopment Area Investigation. Following the Board's recommendation that the Property be designated as a Non-Condemnation Redevelopment Area (and within thirty (30) days of the same), the Township Council shall adopt a resolution designating the Property as a Non-Condemnation Redevelopment Area (N.J.S.A. 40A:12A-6b(5)(b)).

Provided that PREIT timely provides the Township and/or Planning Board with all information necessary for the redevelopment process, within one-hundred and eighty y (180) days of the Township Council's adoption of the resolution designating the Property as a Non-Condemnation Redevelopment Area, the Township shall introduce, by ordinance in accordance with the LRHL, a Redevelopment Plan for the Property. The Redevelopment Plan, as agreed to between the Township and Developer, shall include the zoning described in Section 3.1 herein. The Redevelopment Plan shall include the Overall Development and Overall Concept Plan and the standards contained within the Redevelopment Plan shall allow for the development contemplated in the Overall Concept Plan so that such concept plans do not require any variance or waiver relief from the Board. The Board shall review the Redevelopment Plan for consistency with the Master Plan, and within thirty (30) days of introducing the ordinance for the Redevelopment Plan, the Township Council shall conduct a public hearing and approve on second reading the ordinance adopting the Redevelopment Plan. The Redevelopment Plan relative to Phase One will allow for the Phase One Inclusionary Apartment Building and Full-Service Hotel in conjunction with the Mall in a manner generally consistent with the Concept Plan attached hereto as Exhibit A. The Parties recognize that Phase Two and Phase Three are more conceptual at this point and, as a result,

that the Redevelopment Plan will contain less prescriptive and less specific standards relative to those phases, with more definitive standards to be worked out between the Developer and the Township in the Redevelopment Plan at a later date.

3.3 Assignment. Developer shall is permitted to transfer or partially assign any phase, or portion of any phase, of the Overall Development to third parties in its discretion, subject to notice to and consent of the Township, which consent shall not be unreasonably withheld or delayed. Transfers to any entity that controls, is controlled by or under common control with Developer does not require consent from the Township, though Developer shall provide notice of such transfer.

3.4 The Parties agree and recognize that Fair Share Housing Center's (FSHC's) support for this settlement and concept is material consideration for the entry of this Agreement.

ARTICLE IV - DEVELOPER OBLIGATIONS

4.1 Obligation To File Development Applications In Accordance With Redevelopment Plan and Concept Plans: It is the intention of the Parties to have the Developer file development applications, which will be consistent with the Overall Concept Plan attached hereto as **Exhibit** A. Nothing herein shall preclude the Developer from seeking reasonable bulk variances, waivers or *de minimis* exceptions as part of the development applications, which shall reasonably be considered by the Board in accordance with N.J.A.C. 5:93.10.1(b) and N.J.A.C. 5:97-10.3(a

4.2 Affordable Housing Requirements. Developer shall satisfy the affordable housing obligation required in connection with the Overall Development by setting aside twenty percent (20%) of all residential units developed for very low-, low- and moderate-income households as described herein (the "*Affordable Units*"). All Affordable Units shall be non-age-restricted family rental units and shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("*UHAC*"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the Affordable Units within each bedroom distribution shall be required to be for very low income households earning less than thirty percent (30%) of the median income. Further, the Affordable Units shall be subject to affordability controls of at least 30 years and affordable deed restrictions as provided for by UHAC, which may be extended by the Township provided that the existing PILOT is extended or a new PILOT Agreement is reached.

The Affordable Units shall be integrated with the market units to the extent possible, and the Affordable Units shall not be concentrated in separate building(s) or in separate area(s) from the market units. In buildings with multiple dwelling units, this shall mean that the Affordable Units shall be generally distributed within each building with market units. The residents of the Affordable Units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the market units.

Construction of the Affordable Units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).

4.3 Obligation To Support Township's Application for Approval of its Affordable Housing Fair Share Plan As May Be Amended. As it pertains to the Township's application for approval of its Fair Share Plan under the Declaratory Action, as same may be amended, and provided the Township has complied with its obligations herein and is not in default under this Agreement, the Developer shall support the Township's efforts to secure approval of its Fair Share Plan. Provided that the Township has complied with its obligations herein and is not in default under this Agreement, the Developer shall also support the Court's implementation of the Fair Share Plan, as it may be amended in any form, unless the Fair Share Plan deprives the Developer of any rights created hereunder, or unless the Township undertakes any action to obstruct or impede the Developer from securing such approvals as it needs to develop the Development. After the Township adopts a Redevelopment Plan, as agreed to by Developer, and provided further that the Township has not defaulted on the terms of this Agreement or an agreement associated with the Redevelopment Plan (including, but not limited to, the Financial Agreement in Section 5.2), Developer, including all successors in interest and assigns, will be foreclosed, in perpetuity, from challenging the zoning standards for the inclusionary development in Phase 1, Phase Two and Phase Three in the Redevelopment Plan on the grounds of economic feasibility in the context of the Township's continuing obligation to meet its affordable housing obligation. This obligation extends beyond "Round 3" into all future affordable housing rounds, whether or not those rounds are under the jurisdiction of trial courts, COAH, other State Agencies or any other entity having competent jurisdiction.

4.4 Obligation to Establish Escrow Account. Within thirty (30) days after the of execution of this Agreement, Developer shall enter into an escrow agreement pursuant to the Municipal Land Use Law for the deposit of monies by Developer in escrow with the Township to be utilized to tender payment of reasonable fees for professional services, including legal, engineering, planning services and construction inspection, that are to be provided in conjunction with the Preliminary Investigation, drafting of the Redevelopment Plan, required Board approvals, and the review and construction inspection of the Overall Development and any on or off site improvements of an initial amount of $_____. None of the Developer monies placed in escrow pursuant to this Section shall be used towards any fees associated with the Declaratory Action (though the parties recognize the Redevelopment Plan is required for the DJ Action).

4.5 Obligation for Infrastructure Improvements. Developer shall be responsible to construct all on-site improvements necessary to supply each phase of the Overall Development, when needed, with utility services. Developer shall be responsible to construct, maintain and operate said utility improvements that may be required to be constructed on the Property. Developer shall be responsible for all applicable connection fees other than the connection fees for the affordable housing units in accordance with applicable laws.

As part of any site plan approval for a particular phase of the Overall Development, Developer shall be responsible for contributing its pro rata share towards the cost of reasonable and necessary off-site utility improvements that are necessitated for that particular phase of the Overall development in accordance with N.J.S.A. 40:55D-42 and Moorestown Ordinance §158-9F, Off-tract improvements.

ARTICLE V - OBLIGATIONS OF THE TOWNSHIP

5.1 Redevelopment Designation. The Township shall comply with the requirements of Article 3 concerning the designation of the Property as a Non-Condemnation Redevelopment Area and adoption of the Redevelopment Plan.

5.2 Payment in Lieu of Taxes. The Parties acknowledge that, given the significant costs and improvements associated with the Overall Development and Phase One Development, including the production of a structured parking lot, the development of the Property is appropriate for a payment in lieu of taxes ("*PILOT*") under the LTTE Law. Upon adoption of the Redevelopment Plan, in connection with the Phase One Development, Developer shall submit an application to the Township for a PILOT (also known as a Financial Agreement) under the LTTE Law for a maximum term of 30 years. So long as Developer's PILOT application complies with the requirements of the LTTE Law, the Township shall grant the PILOT application and enter into a PILOT agreement (a.k.a Financial Agreement) with the Developer for the Phase One Development for a maximum term of 30 years, which provides for an annual service charge (as defined in the LTTE Law) of 12.5% of gross revenue, within thirty (30) days following Developer's submission of the PILOT application. As the development plans progress for Phase Two and Phase Three, the Township may consider future PILOT applications by Developer in connection with Phase Two and Phase Three.

5.3 Obligation To Cooperate: The Township acknowledges that in order for the Developer to construct the Overall Development on the Property, the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the Development contemplated hereby, and (2) all relevant public entities and utilities; such as, by way of example only, the Township, the Board, the County of Burlington, the Burlington County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "*Required Approvals*"). The Township agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals provided that if such cooperation requires the Township or its boards to retain outside professionals at the request of the Developer, the Developer shall be responsible for all reasonable costs for these services through the escrow account contemplated by Section 4.4 above. The Township further agrees to take all necessary, reasonable steps to ensure that the Development obtains adequate water and sewer, including expediting all municipal endorsements and approvals and to ensure that the Developer's sanitary sewer and potable water facilities receive all appropriate approvals from all relevant agencies for construction, expansion and upgrading so as to be able to serve the Development consistent with Section 4.5 above. The Township further agrees to not oppose, and to the extent necessary support, any attempts by Developer in securing federal Low Income Housing Tax Credits, and similar governmentally sponsored financial incentives and affirmative measures to facilitate the construction of lower income housing.

5.4 Obligation to Maintain Proposed Re-Zoning of Property: The Township agrees that if a decision of a court of competent jurisdiction in Burlington County, or a determination by an administrative agency responsible for implementing the FHA, or an action by the New Jersey Legislature, would result in a calculation of an affordable housing obligation for the Township for the period 1987-2025 that would lower the Township's affordable housing obligation below that

established by COAH for the period 1987-1999 and/or the Court for the period 1999-2025, the Township shall nonetheless implement the Redevelopment Plan contemplated by this Agreement and take all steps necessary to support the development of the Development contemplated by this Agreement. Further, after adoption of the Redevelopment Plan, the Township shall not seek to extinguish, amend or change the Redevelopment Plan, without Developer's written consent.

5.5 Obligation to Refrain From Imposing Cost-Generative Requirements. The Property shall be exempt from cost generative features of the Township Code pursuant to N.J.A.C. 5:93-10.1.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 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.

6.2 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 introduction and adoption of the Redevelopment Plan, 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.

6.3 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property or this Agreement ("*Notice[s]*") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, United Parcel Service, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by electronic mail. 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 effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER: **Pennsylvania Real Estate Investment Trust**
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Attn: Lisa Most, General Counsel

With a copy to: Craig M. Gianetti, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054

Phone: (973) 966 8053
E-mail: cgianetti@daypitney.com

With a copy to: Marc B. Kaplin, Esquire
Kaplin Stewart Meloff Reiter& Stein, PC
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA

TO THE TOWNSHIP: Township of Moorestown
c/o Municipal Clerk

111 West Second Street
Moorestown, NJ 08057
Phone: 856-914-3000
Email: phunt@moorestown.nj.us

With a Copy to: Michael Edwards, Esq.
Surenian, Edwards & Nolan LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
E-mail: mje@surenian.com

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

ARTICLE VII - MISCELLANEOUS

7.1 Necessity of Required Approvals: The Parties recognize that the site plans required to implement the Development provided in this Agreement, and such other actions as may be required of the Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Board and the Town Council, as appropriate, and in accordance with their duties and 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, it being understood that any such action shall be in accordance with procedures established by law.

7.2 Court Approval. The Parties acknowledge that this Agreement requires Court approval following a Fairness Hearing as contemplated by Mount Laurel jurisprudence.

7.3 Release of Claims. Provided each party fulfills its obligations under this Agreement, the Developer and the Township release each other from all claims, whether known or unknown, as of the date of this Agreement in connection with this Declaratory Action, except nothing herein shall preclude the Developer of challenging any denial, or approval with unreasonable conditions, by the Township or the Board in connection with any of the Required

Approvals associated with the Development.

7.4 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 in writing by all of the other Parties for whose benefit such obligation is intended, 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. In the event the defaulting Party fails to cure 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.

7.5 Unseverability: It is intended that the material provisions of this Agreement are not severable. If any material provision of this Agreement shall be fully adjudged by a court (including all appeals) to be invalid, illegal or unenforceable in any respect, the entire Agreement becomes invalid, illegal or unenforceable and the Parties shall be returned to their respective positions.

7.6 Successors Bound: The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns.

7.7 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

7.8 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties or, in the event of a partial assignment reference above in Section 3.3, signed by the assignee whose rights and obligations are affected by such modification, amendment, or alteration.

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

7.10 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on 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 in this Agreement.

7.11 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 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.

7.12 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this 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 with prior written approval of both Parties.

7.13 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided.

7.14 Effective Date: 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.

7.15 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.

7.16 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.

7.17 Construction, Resolution of Disputes. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Burlington County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.18 Conflicts. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control.

7.20 Recitals. The recitals of this Agreement are incorporated by reference.

[*Signature Page to Follow*.]

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.

MOORESTOWN MALL LLC,
a Delaware limited liability company

By: PR Moorestown Limited Partnership,
a Pennsylvania limited partnership, its sole member

By: PR Moorestown LLC,
a Pennsylvania limited liability company, its general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate
Investment Trust, its general partner

Attest:

By:_____
Name:
Title:
Date:

_____
Name:

PR MOORESTOWN ANCHOR-L&T, LLC,
a New Jersey limited liability company

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate
Investment Trust, its general partner

Attest:

____By:_____
Name:
Title:
Date:

_____
Name:

PR MOORESTOWN ANCHOR-M, LLC,
a New Jersey limited liability company

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate
Investment Trust, its general partner

Attest:

____By:_____
Name:
Title:
Date:

_____
Name:

Attest:

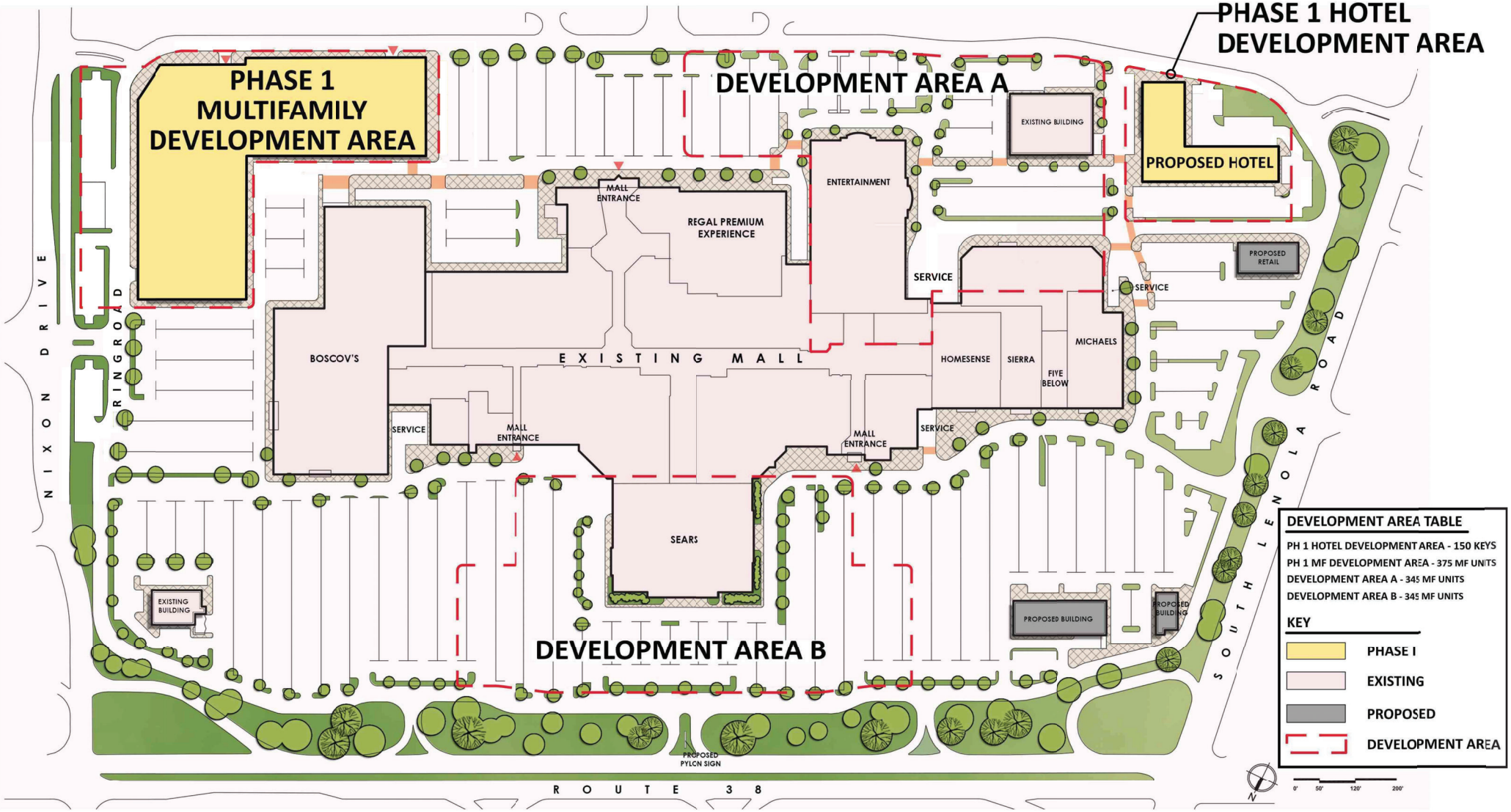
TOWNSHIP OF MOORESTOWN,
A Municipal Corporation of the
State of New Jersey

_____
Name: Patricia L. Hunt
Title: Township Clerk

By: _____
Name: Nicole Gillespie
Title: Mayor

Date: _____, 2020

EXHIBIT A



MOORESTOWN MALL REDEVELOPMENT - *OVERALL CONCEPT PLAN*

MOORESTOWN , NEW JERSEY

26 OCTOBER 2020

PREIT®

EXHIBIT B

EXHIBIT B

Phase One Floor Area Ratio Calculation

Mall Building = 475,994 SF

Boscov's =202,765 SF

Sears = 170,591 SF

Sears Auto = 21,555 SF

Former Lord & Taylor = 121,200 SF

Former Macys = 200,000 SF

Existing Out-Parcels = (Good Year)4,800+ (PEI WEI) 3,010+ (Sprint) 3,934 = 11,744 SF

Approved (not yet built) out-parcels = 25,825+8,025 = 33,850 SF

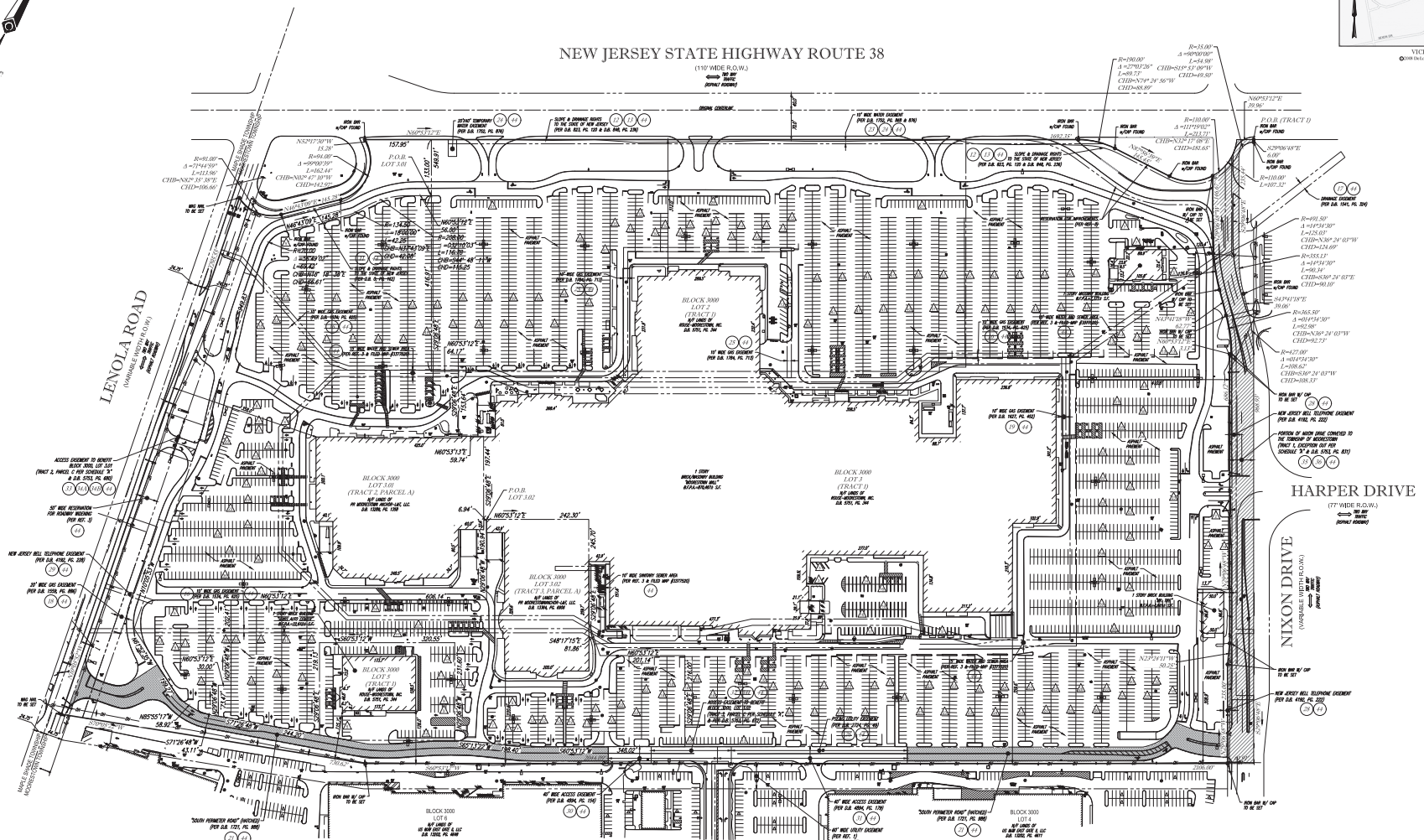
Phase One Hotel = 112,000 SF

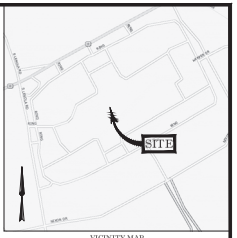
Phase One Inclusionary Residential Development (375 units) = 412,500 SF

Total = 1,845,195 SF

Floor Area Ratio: 1,845,195 SF Gross Floor Area / 3,660,477 SF (84.023 acres) Lot Area = **0.50**

106784847.1





VICINITY MAP
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SEE SHEET 2 OF 2 FOR NOTES AND REFERENCES

THIS SURVEY IS CERTIFIED TO:
MOORESTOWN MALL, LLC
PR MOORESTOWN ANCHOR-L&T, LLC
PR MOORESTOWN ANCHOR-ML LLC
WELLS FARGO BANK, NATIONAL ASSOCIATION (IN ITS CAPACITY (J) AS ADMINISTRATIVE AGENT FOR TITLE AND ESCROW AGENT (AS DEFINED IN THE LENDERS) UNDER THAT CERTAIN AMENDMENT AND RESTATED FIRST LIEN CREDIT AGREEMENT AND (I) AS ADMINISTRATIVE AGENT FOR TITLE AND ESCROW LENDER IN THE "SECOND LIEN LENDERS") UNDER THAT CERTAIN SECOND LIEN CREDIT AGREEMENT, THE FIRST LIEN LENDERS, THE SECOND LIEN LENDERS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR
MADISON TITLE COMPANY
STEWART TITLE GUARANTY COMPANY
FAEGRE DRINKER BIDDLE & REATH LLP
JONES DAY LLP

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE "2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 11, 13 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON (09-09-2020).

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION

09-23-2020
DATE

DONALD P. SWEENEY, PLS
NEW JERSEY PROFESSIONAL LAND SURVEYOR #24GS03158900
NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA27008600

FIELD DATE	09-09-2020
FIELD BOOK NO.	0520-07
FIELD BOOK PG.	66-68
FIELD REPS	T.Z./C.K.
DRAWN	P.R.V./M.T.B.

ALTA/NSPS LAND TITLE SURVEY
MOORESTOWN MALL
400 NEW JERSEY STATE HIGHWAY ROUTE 38
LOTS 2, 3, 3.01, 3.02, & 5 / BLOCK 3000
TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON
STATE OF NEW JERSEY

CONTROL POINT ASSOCIATES, INC.
305 FELLOWSHIP ROAD - SUITE 210
MT. LAUREL, NJ 08054
609.857.3099 - 609.608.9595 FAX
MANHATTAN, NY 646.780.0411
WARREN, NJ 908.668.0300
CHADFORD, PA 215.712.0900
SOUTHBOROUGH, MA 508.368.3000

REVIEWED:	APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
M.T.T.	D.P.S.	09-23-2020	1"=100'	05-170012-00	1 OF 2

LEGEND

- OVERHEAD WIRES
- HYDRANT
- UNKNOWN VALVE
- UNKNOWN MANHOLE
- DETECTABLE WARNING PAD
- UTILITY POLE
- SIGN
- AREA LIGHT
- AREA LAMP
- CATCH BASIN OR INLET
- PARKING SPACE COUNT
- OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE

THE STATE OF NEW JERSEY REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OPERATORS OF HEAVY EQUIPMENT, OR OTHERS PREPARING TO SURFACE ANYWHERE IN THE STATE. (1-800-272-1000)

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SCHEDULE "A"
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, STATE OF NEW JERSEY.

TRACT 1 - FEE SIMPLE:

BEGINNING AT A POINT IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38 (110.00 FEET WIDE) WHERE THE SAME IS INTERSECTED BY THE SOUTHWESTERLY LINE OF BLOCK 3000, LOT 1 AS ILLUSTRATED ON A PLAN ENTITLED "ALTA/ACSM (1992) LAND TITLE SURVEY, BLOCK 3000, LOT S 2, 3 AND 5 " PREPARED BY TAYLOR, WIBEMANN & TAYLOR DATED NOVEMBER 3, 1997 ,LAST REVISED DECEMBER 29, 1997 (DWG. NO. 307-7 030.4V) AND FROM SAID BEGINNING POINT RUNS; THENCE, ALONG BLOCK 3000, LOT 1 (1) SOUTH 2° 06' 16" EAST, 600 FEET TO A POINT IN THE LINE OF THE SAME CORNER TO LANDS EXCEPTED FROM THIS TRACT AS CONTAINED INDEED BOOK 2949 PAGE 315; THENCE ALONG SAID EXCEPTION OUT THE FOLLOWING FIVE COURSES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" WITH A BACK TANGENT OF NORTH 87° 53' 52" EAST ; THENCE (2) SOUTHEASTWARDLY, AN ARC DISTANCE OF 54.97 FEET TO A POINT OF TANGENCY; THENCE (3) SOUTH 28° 06' 48" EAST, 2,35.44 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 355.13 FEET THROUGH A CENTRAL ANGLE OF 14° 34' 10" (5) SOUTHEASTWARDLY, AN ARC DISTANCE OF 90.34 FEET TO A POINT OF TANGENCY; THENCE, (5) SOUTH 43° 41' 18" EAST, 39.08 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" (6) SOUTHEASTWARDLY, AN ARC DISTANCE OF 106.62 FEET TO A POINT OF TANGENCY IN ALINE BEING THE SOUTHEASTWARDLY PROLOGATION OF THE NORTHWESTERLY LINE OF THE AFOREMENTIONED BLOCK 3000, LOT 1 LYING WITH IN THE RIGHT OF WAY FOR NIXON DRIVE (VARIABLE WIDTH); THENCE, CONTINUING THROUGH NIXON DRIVE ALONG SAID LINE (7) SOUTH 28° 06' 48" EAST 968.93 FEET TO A POINT WHERE THE SAME IS INTERSECTED BY THE NORTH-EASTWARDLY PROLONGATION OF THE NORTHWESTERLY LINE OF BLOCK 3000, LOT 4; THENCE, ALONG SAID LINE AND ALSO ALONG THE NORTHWESTERLY LINE OF BLOCK 3000 LOT 6 (8) SOUTH 60° 53' 12" WEST, 2,106.00 FEET TO A POINT CORNER TO LOT 3; THENCE, ALONG THE SOUTHWESTERLY LINE OF BLOCK 3000 LOT 3 (9) NORTH 29° 06' 48" WEST, 1,000.00 FEET TO A POINT ONE OF LENOLA ROAD (VARIABLE WIDTH); THENCE, ALONG SAID EASTERLY LINE OF LENOLA ROAD (10) NORTH 10° 09' 52" WEST, 1,295.55 FEET TO A POINT WHERE THE SAME IS INTERSECTED BY THE RIGHT OF WAY LINE FOR THE AFOREMENTIONED ROUTE 38 REFERRED TO AS PARCEL 38; THENCE, ALONG SAID PARCEL 38 THE FOLLOWING FOUR COURSES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 91.00 FEET THROUGH A CENTRAL ANGLE OF 11° 44' 59" WITH A CHORD BEARING NORTH 82° 35' 38" EAST (11) NORTHEASTWARDLY, AN ARC DISTANCE OF 19.08 FEET TO A POINT OF TANGENT; THENCE, (2) NORTH 48° 42' 08" EAST, 145.28 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 94.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 39" (3) NORTHWESTWARDLY, AN ARC DISTANCE OF 152.44 FEET TO A POINT OF TANGENCY; THENCE, (14) NORTH 52° 17' 30" WEST, 15.28 FEET TO A POINT IN THE AFOREMENTIONED SOUTHEASTERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38; THENCE, ALONG THE SAME (15) NORTH 60° 53' 12" EAST, 1,99.23 FEET TO A POINT OF CURVATURE IN SAME CORNER TO PARCEL 4; THENCE, ALONG ROUTE 38 PARCEL 4 THE FOLLOWING THREE COURSES: ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET THROUGH A CENTRAL ANGLE OF 27° 03' 26" (1) SOUTHEASTWARDLY, AN ARC DISTANCE OF 134.30 FEET TO A POINT OF TANGENCY; THENCE, (17) NORTH 87° 56' 39" EAST, 145.45 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO LEFT HAVING A RADIUS OF 110.00 FEET THROUGH A CENTRAL ANGLE OF 11° 10' 02" (NORTHEASTWARDLY, AN ARC DISTANCE OF 213.71 FEET TO A POINT IN THE AFOREMENTIONED SOUTHEASTERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38; THENCE, ALONG THE SAME (5) NORTH 60° 53' 12" EAST, 36.98 FEET TO THE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY OF NIXON DRIVE BEING MORE PARTICULARLY BOUNDED AND DESCRIBES AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38 (110.00 FEET WIDE) WHERE THE SAME IS INTERSECTED BY THE NORTHWESTERLY LINE OF BLOCK 3000, LOT 1 AND FROM SAID BEGINNING POINT RUNS; THENCE, ALONG BLOCK 3000, LOT 1 (1) SOUTH 28° 06' 48" EAST, 600 FEET TO A POINT IN THE LINE OF THE SAME CORNER TO LANDS EXCEPTED FROM THIS TRACT AS CONTAINED IN DEED BOOK 2949 PAGE 315; THENCE, ALONG SAID EXCEPTION OUT THE FOLLOWING 5 COURSES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" WITH A BACK TANGENT OF NORTH 61° 53' 12" EAST ; THENCE (2) SOUTHEASTWARDLY, AN ARC DISTANCE OF 54.97 FEET TO A POINT OF TANGENCY; THENCE (3) SOUTH 28° 06' 48" EAST, 2,35.44 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 355.13 FEET THROUGH A CENTRAL ANGLE OF 14° 34' 30" (4) SOUTHEASTWARDLY, AN ARC DISTANCE OF 90.34 FEET TO A POINT OF TANGENCY; THENCE, (5) SOUTH 43° 41' 18" EAST, 39.08 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET THROUGH A CENTRAL ANGLE OF 90° 34' 30" (6) SOUTHEASTWARDLY, AN ARC DISTANCE OF 106.62 FEET TO A POINT OF TANGENCY IN A LINE BEING THE SOUTHEASTWARDLY PROLOGATION OF THE NORTHWESTERLY LINE OF THE AFOREMENTIONED BLOCK 3000, LOT 1 LYING WITH IN THE RIGHT OF WAY FOR NIXON DRIVE (VARIABLE WIDTH); THENCE, CONTINUING THROUGH NIXON DRIVE ALONG SAID LINE (7) SOUTH 28° 06' 48" EAST 968.93 FEET TO A POINT WHERE THE SAME IS INTERSECTED BY THE NORTH-EASTWARDLY PROLONGATION OF THE NORTHWESTERLY LINE OF BLOCK 3000 LOT 4; THENCE, ALONG SAID LINE AND ALSO ALONG THE NORTHWESTERLY LINE OF BLOCK 3000 LOT 6 (8) SOUTH 60° 53' 12" WEST, 61.81 FEET TO A POINT CORNER TO LOT 4; THENCE, ALONG THE SOUTHWESTERLY LINE OF NIXON DRIVE THE FOLLOWING EIGHT COURSES (9) NORTH 29° 06' 48" WEST , 235.00 FEET TO A POINT; THENCE, (10) NORTH 25° 24' 11" WEST 302.25 FEET TO A POINT; THENCE, (11) NORTH 29° 06' 48" WEST, 696.12 FEET TO A POINT; THENCE, (12) NORTH 60° 53' 12" EAST, 3.13 FEET TO A RADIAL POINT ON A CURVE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 365.50 FEET THROUGH A CENTRAL ANGLE OF 14° 34' 30" (13) NORTHWESTWARDLY, AN ARC DISTANCE OF 92.98 FEET TO A POINT OF TANGENCY; THENCE, (14) NORTH 43° 41' 18" WEST, 62.77 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 491.50 FEET THROUGH A CENTRAL ANGLE OF 14° 34' 30" (15) NORTHWESTWARDLY, AN ARC DISTANCE OF 125.03 FEET TO A POINT OF TANGENCY; THENCE, (16) NORTH 28° 06' 48" WEST, 1,46.67 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38 PARCEL 4; THENCE ALONG THE SAME ON A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET THROUGH A CENTRAL ANGLE OF 55° 53' 56" WITH A CHORD BEARING NORTH 04° 34' 35" EAST (17) NORTHWARDLY, AN ARC DISTANCE OF 107.32 FEET TO A POINT IN THE AFOREMENTIONED SOUTHEASTERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38; THENCE, ALONG THE SAME (18) NORTH 60° 53' 12" EAST, 36.98 FEET TO THE POINT AND PLACE OF BEGINNING.

LESS AND EXCEPT THE PROPERTY CONVEYED FROM ROUSE MOORESTOWN, INC. TO THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION, BY SPECIAL WARRANTY DEED RECORDED ON JANUARY 28, 2000 IN BOOK 5753 PAGE 672, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT: SAID POINT BEING THE FOLLOWING SEVEN COURSES FROM THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38 (110 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF LENOLA ROAD (VARIABLE WIDTH) AS ILLUSTRATED ON A PLAN ENTITLED "ALTA/ACSM (1997) LAND TITLE SURVEY, BLOCK 3000, LOTS 2, 3, 3.01, 3.02 & 5," PREPARED BY TAYLOR WIBEMAN & TAYLOR, DATED NOVEMBER, 1999 (DWG. NO. 361-19508-U), AND SAID POINT OF BEGINNING THENCE THE FOLLOWING FOUR COURSES ALONG SAID LOT 3: (1) S.29°06'48" E., 549.91 FEET TO A CORNER COMMON TO SAID LOT 2 AND 3; THENCE ALONG BLOCK 3000, LOT 2 (S.6.2°06'48" E., 549.91 FEET TO A CORNER COMMON TO SAID LOT 2 AND 3 (C) N.60°53'12" E., 64.17 FEET TO A POINT IN THE LINE OF SAID LOTS 2 AND 3 (D) N.29°06'48" W., 153.64 FEET TO A POINT; THENCE, (E) N.60°53'12" E., 58.74 FEET TO A POINT; THENCE, (F) S.29°06'48" E., 197.44 FEET TO A POINT; THENCE, (G) N.60°53'12" E., 6.94 FEET TO SAID POINT OF BEGINNING; THENCE THE FOLLOWING FIVE COURSES ALONG SAID LOT 3: (1) N.60°53'12" E., 242.30 FEET TO A POINT; THENCE, (2) S.29°06'48" E., 245.70 FEET TO A POINT; THENCE, (3) S.60°53'12" W., 242.30 FEET TO A POINT; THENCE, (4) N.60°53'12" E., 201.14 FEET TO A POINT; THENCE (5) S.29°06'48" E., 216.04 FEET TO A CORNER TO SAID LOT 3; THENCE, ALONG SAID LOT 3 (6) S.60°53'12" W., 3,460.02 FEET TO A POINT IN THE SAME; THENCE, ALONG THE SAME (7) S57°13'22" W., 198.40 FEET TO A CORNER COMMON TO SAID LOT 3 AND 10 BLOCK 3000, LOT 5; THENCE, ALONG SAID LOT 5 THE FOLLOWING THREE COURSES: N.62°06'48" W., 231.60 FEET TO A POINT; THENCE, (10) N.60°53'12" W., 320.55 FEET TO A POINT; THENCE, (11) S.29°06'48" W., 20.24 FEET TO A POINT; THENCE, (12) N.60°53'12" E., 600.14 FEET TO A CORNER COMMON TO SAID LOT 5; THENCE, (16) N.29 °06'48 " W., 198.94 FEET TO THE POINT AND PLACE OF BEGINNING.

ALSO LESS AND EXCEPT THE PROPERTY CONVEYED FROM ROUSE MOORESTOWN, INC. TO THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION, BY SPECIAL WARRANTY DEED RECORDED ON JANUARY 28, 2000 IN BOOK 5753 PAGE 680, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT: SAID POINT BEING THE FOLLOWING TWO COURSES FROM THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38 (110.00 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF LENOLA ROAD (VARIABLE WIDTH) AS ILLUSTRATED ON A PLAN ENTITLED "ALTA/ACSM (1997) LAND TITLE SURVEY, BLOCK 3000, LOTS 2, 3, 3.01, 3.02 & 5," PREPARED BY TAYLOR WIBEMAN & TAYLOR, DATED NOVEMBER, 1999, (DWG. NO. 361-19508-U), ALONG SAID RIGHT OF WAY LINE OF ROUTE 38

A. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 157.95 FEET TO A POINT IN THE SAME, CORNER TO BLOCK 3000, LOTS 2 AND 3; THENCE ALONG BLOCK 3000, LOT 2
B. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 133.00 FEET TO SAID POINT OF BEGINNING; THENCE, ALONG SAID LOT 2
1. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 416.91 FEET TO A POINT IN THE SAME; THENCE, ALONG THE SAME
2. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 64.17 FEET TO A POINT IN THE LINE OF SAID LOT 2 AND CORNER TO BLOCK 3000, LOT 3; THENCE, THE FOLLOWING FOUR COURSES ALONG SAID LOT 3:
3. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 153.64 FEET TO A POINT; THENCE
4. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 58.74 FEET TO A POINT; THENCE
5. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 197.44 FEET TO A POINT; THENCE
6. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 6.94 FEET TO A POINT IN THE LINE OF SAID LOT 3 AND CORNER TO BLOCK 3000, LOT 3.02; THENCE, THE FOLLOWING FIVE COURSES ALONG SAID LOT 3.02:
7. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 606.14 FEET TO A POINT; THENCE
8. NORTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 20.24 FEET TO A POINT; THENCE
9. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 320.55 FEET TO A POINT; THENCE
10. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 231.60 FEET TO A POINT; THENCE
11. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 201.14 FEET TO A POINT; THENCE
12. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 216.00 FEET TO A CORNER TO SAID LOT 3; THENCE
6. ALONG SAID LOT 3, SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 3,48.02 FEET TO A POINT IN THE SAME; THENCE
7. ALONG THE SAME, SOUTH 65 DEGREES 13 MINUTES 22 SECONDS WEST, 198.40 FEET TO A CORNER COMMON TO SAID LOT 3 AND TO BLOCK 3000, LOT 5; THENCE ALONG SAID LOT 5 THE FOLLOWING THREE COURSES
8. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 231.60 FEET TO A POINT; THENCE
9. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 320.55 FEET TO A POINT; THENCE
10. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 20.24 FEET TO A POINT IN THE LINE OF THE AFOREMENTIONED LOT 3; THENCE
11. ALONG SAID LOT 3, SOUTH 60 DEGREES 53 MINUTES 48 SECONDS WEST, 2,44.20 FEET TO A POINT, CORNER TO THE AFOREMENTIONED LOT 3.01; THENCE THE FOLLOWING FIVE COURSES ALONG SAID LOT 3.01
12. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 734.77 FEET TO A POINT; THENCE
13. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 30.00 FEET TO A POINT; THENCE
14. THENCE, ALONG THE SAME, NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 202.41 FEET TO A POINT; THENCE
15. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 606.14 FEET TO A POINT; THENCE
16. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 190.94 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL B - SE EMBEMENT:

EASEMENT RIGHTS, WITHOUT LIMITATION EASEMENTS FOR PARKING, VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO A PUBLIC ROADWAY (INCLUDING WITHOUT LIMITATION BOTH PERPETUAL AND NON-PERPETUAL EASEMENTS OVER THE SO CALLED "RING ROAD" AND "ACCESS ROADS"), USE OF COMMON AREAS FOR THEIR INTENDED PURPOSES, INSTALLATION, OPERATION AND MAINTENANCE OF SEPARATE AND COMMON UTILITY LINES AND FACILITIES, SEWER AND STORM DRAINAGE, STRUCTURAL SUPPORT, SIGNAGE, FIRE AND SERVICE CORRIDORS, ALL AS MORE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A DESCRIBED ABOVE, AND PARCEL C DESCRIBED BELOW AS SET FORTH IN THE CERTAIN RETAIL CENTER AGREEMENT, DATED AS OF MARCH 28, 1988, BY AND BETWEEN TAKO PROPERTIES, INC. ("DEVELOPER") AND THE MAY DEPARTMENT STORES COMPANY ("STAKEHOLDER") AND CLIRO & TAYLOR, AND RECORDED IN THE CLERK'S OFFICE OF BURLINGTON COUNTY IN DEED BOOK 5753, PAGE 691, AND RE-RECORDED IN DEED BOOK 5786, PAGE 581.

PARCEL C - SE EMBEMENT:

ACCESS EASEMENT TO BENEFIT BLOCK 3000, LOT 3.02

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF LENOLA ROAD (VARIABLE WIDTH), SAID POINT BEING NORTH 10 DEGREES 09 MINUTES 52 SECONDS WEST, DISTANT 867.62 FEET ALONG SAID LINE OF LENOLA ROAD FROM THE SOUTHEASTERLY CORNER OF BLOCK 3000, LOT 3 AND RUNS; THENCE, ALONG SAID LINE OF LENOLA ROAD

1. NORTH 10 DEGREES 05 MINUTES 52 SECONDS WEST, 90.00 FEET TO A POINT IN THE SAME; THENCE, THROUGH AND ACROSS BLOCK 3000, LOT 3
2. NORTH 79 DEGREES 54 MINUTES 08 SECONDS EAST, 97.00 FEET TO A POINT IN THE WESTERLY LINE OF BLOCK 3000, LOT 3.02; THENCE, ALONG SAID LINE OF LOT 3.02
3. SOUTH 11 DEGREES 06 MINUTES 53 SECONDS EAST, 90.00 FEET TO A POINT IN THE SAME; THENCE THROUGH AND ACROSS THE AFOREMENTIONED LOT 3
4. SOUTH 79 DEGREES 54 MINUTES 08 SECONDS WEST, 97.00 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID EASEMENT BEING THE SAME AS DEPICTED ON A PLAN ENTITLED "PLAN OF MINOR SUBDIVISION, BLOCK 3000, LOT 3 AND 9" PREPARED BY TAYLOR WIBEMAN & TAYLOR DATED JULY, 1999, LAST REVISED DECEMBER 13, 1999, AND FILED IN THE BURLINGTON COUNTY CLERKS OFFICE AS MAP NO. 3377520.

TRACT 3:

PARCEL A - FEE SIMPLE:

BEGINNING AT A POINT: SAID POINT BEING THE FOLLOWING SEVEN COURSES FROM THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NEW JERSEY STATE HIGHWAY ROUTE 38 (110.00 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF LENOLA ROAD (VARIABLE WIDTH) AS ILLUSTRATED ON A PLAN ENTITLED "ALTA/ACSM (1997) LAND TITLE SURVEY, BLOCK 3000, LOTS 2, 3, 3.01, 3.02 & 5" PREPARED BY TAYLOR WIBEMAN & TAYLOR, DATED NOVEMBER, 1999 (DWG. NO. 361-19508-U), AND SAID POINT OF BEGINNING THENCE THE FOLLOWING FOUR COURSES ALONG SAID LOT 3:

a. ALONG SAID RIGHT OF WAY LINE OF ROUTE 38, NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 157.95 FEET TO A POINT IN THE SAME, CORNER TO BLOCK 3000, LOTS 2 AND 3; THENCE ALONG BLOCK 3000, LOT 2
b. ALONG BLOCK 3000, LOT 2, SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 549.91 FEET TO A CORNER COMMON TO SAID LOT 2 AND TO BLOCK 3000, LOT 3.01; THENCE
c. ALONG THE DIVIDING LINE BETWEEN SAID LOTS 2 AND 3.01, NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 64.17 FEET TO A POINT IN THE LINE OF SAID LOTS 2 AND 3.01; THENCE
d. ALONG THE DIVIDING LINE BETWEEN SAID LOTS 3.01 AND 3, SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 153.64 FEET TO A POINT IN THE SAME; THENCE

THE FOLLOWING FOUR COURSES ALONG SAID LOT 3:

e. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 58.74 FEET TO A POINT; THENCE
f. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 197.44 FEET TO A POINT; THENCE
g. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 6.94 FEET TO SAID POINT TO SAID POINT OF BEGINNING; THENCE THE FOLLOWING FIVE COURSES ALONG SAID LOT 3:
1. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 242.30 FEET TO A POINT; THENCE
2. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 245.70 FEET TO A POINT; THENCE
3. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 242.30 FEET TO A POINT; THENCE
4. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 201.14 FEET TO A POINT; THENCE
5. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 216.00 FEET TO A CORNER TO SAID LOT 3; THENCE
6. ALONG SAID LOT 3, SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 3,48.02 FEET TO A POINT IN THE SAME; THENCE
7. ALONG THE SAME, SOUTH 65 DEGREES 13 MINUTES 22 SECONDS WEST, 198.40 FEET TO A CORNER COMMON TO SAID LOT 3 AND TO BLOCK 3000, LOT 5; THENCE ALONG SAID LOT 5 THE FOLLOWING THREE COURSES
8. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 231.60 FEET TO A POINT; THENCE
9. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 320.55 FEET TO A POINT; THENCE
10. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 20.24 FEET TO A POINT IN THE LINE OF THE AFOREMENTIONED LOT 3; THENCE
11. ALONG SAID LOT 3, SOUTH 60 DEGREES 53 MINUTES 48 SECONDS WEST, 2,44.20 FEET TO A POINT, CORNER TO THE AFOREMENTIONED LOT 3.01; THENCE THE FOLLOWING FIVE COURSES ALONG SAID LOT 3.01
12. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 734.77 FEET TO A POINT; THENCE
13. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 30.00 FEET TO A POINT; THENCE
14. THENCE, ALONG THE SAME, NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 202.41 FEET TO A POINT; THENCE
15. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 606.14 FEET TO A POINT; THENCE
16. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 190.94 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL B - SE EMBEMENT:

EASEMENT RIGHTS, WITHOUT LIMITATION EASEMENTS FOR PARKING, VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO A PUBLIC ROADWAY (INCLUDING WITHOUT LIMITATION BOTH PERPETUAL AND NON-PERPETUAL EASEMENTS OVER THE SO CALLED "RING ROAD" AND "ACCESS ROADS"), USE OF COMMON AREA FOR THEIR INTENDED PURPOSES, INSTALLATION, OPERATION AND MAINTENANCE OF SEPARATE AND COMMON UTILITY LINES AND FACILITIES, SEWER AND STORM DRAINAGE, STRUCTURAL SUPPORT, SIGNAGE, FIRE AND SERVICE CORRIDORS, ALL AS MORE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A DESCRIBED ABOVE, AS SET FORTH IN THAT CERTAIN RETAIL CENTER AGREEMENT, DATED AS OF MARCH 28, 1988, BY AND BETWEEN ROUSE-MOORESTOWN, INC. ("DEVELOPER") AND THE MAY DEPARTMENT STORES COMPANY ("STAKEHOLDER") AND CLIRO & TAYLOR, AND RECORDED IN THE CLERK'S OFFICE OF BURLINGTON COUNTY IN DEED BOOK 5753, PAGE 691, AND RE-RECORDED IN DEED BOOK 5786, PAGE 581.

PARCEL C - SE EMBEMENT:

ACCESS EASEMENT TO BENEFIT BLOCK 3000, LOT 3.02

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF BLOCK 3000, LOT 6, SAID POINT BEING THE FOLLOWING TWO COURSES FROM THE SOUTHWESTERLY CORNER OF BLOCK 3000, LOT 3:

A. NORTH 70 DEGREES 05 MINUTES 22 SECONDS EAST, 730.62 FEET ALONG BLOCK 3000, LOT 6 TO A POINT AND CORNER TO THE SAME THENCE, ALONG THE SAME,
B. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 677.37 FEET TO THE POINT AND PLACE OF BEGINNING AND RUNS; THENCE, THROUGH AND ACROSS BLOCK 3000, LOT 3
1. NORTH 29 DEGREES 06 MINUTES 48 SECONDS WEST, 40.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF BLOCK 3000, LOT 3.02; THENCE, PARTIALLY ALONG SAID LINE OF LOT 3.02 AND THROUGH AND ACROSS THE AFOREMENTIONED LOT 3
2. NORTH 60 DEGREES 53 MINUTES 12 SECONDS EAST, 190.00 FEET TO A POINT IN SAID LOT 3; THENCE, STILL THROUGH AND ACROSS LOT 3
3. SOUTH 29 DEGREES 06 MINUTES 48 SECONDS EAST, 40.00 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF LOT 6; THENCE, ALONG THE SAME
4. SOUTH 60 DEGREES 53 MINUTES 12 SECONDS WEST, 190.00 FEET TO THE POINT AND PLACE OF BEGINNING.

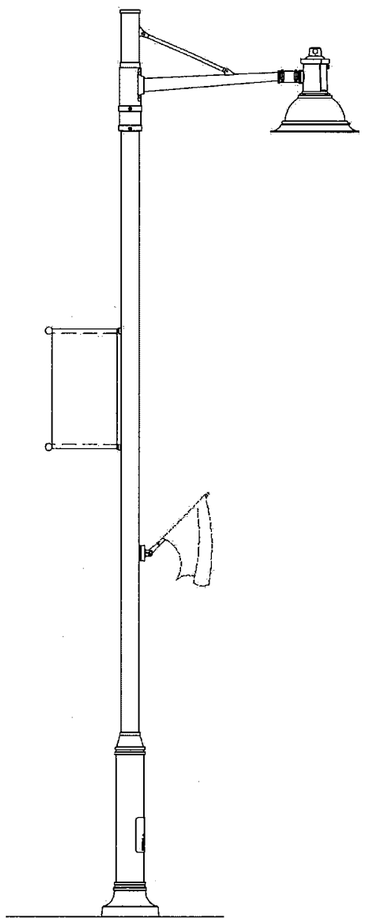
SAID EASEMENT BEING THE SAME AS DEPICTED ON A PLAN ENTITLED "PLAN OF MINOR SUBDIVISION, BLOCK 3000, LOTS 3 AND 9" PREPARED BY TAYLOR WIBEMAN & TAYLOR, DATED JULY, 1999, LAST REVISED DECEMBER 13, 1999.

NOTE FOR INFORMATION: BEING THE FOLLOWING LOT(S) IN THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON
LOT 6, 3, AND 5, BLOCK 3000 (TRACT 1)
LOT 3.01, BLOCK 3000 (TRACT 2)
LOT 3.02, BLOCK 3000 (TRACT 3)

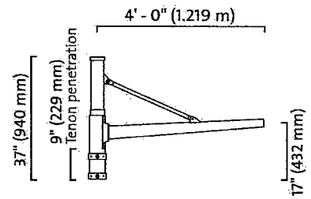
NOTES:

1. PROPERTY KNOWN AS LOT S 2, 3, 3.01, 3.02, & 5 OF BLOCK 3000 AS SHOWN ON THE OFFICIAL TAX ASSESSOR'S MAP OF THE TOWNSHIP OF MOORESTOWN, BURLINGTON COUNTY, NEW JERSEY.
2. OVERALL AREA =3,743,815 S.F. OR 85.946 AC. ; NIXON DRIVE RIGHT-OF-WAY =13,770 S.F. OR 1.923 AC. ; NET AREA = 3,729,045 S.F. OR 84.023 AC. .
3. THE LOCATION OF UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. UTILITY INFORMATION SHOWN IS LIMITED TO VISIBLE UTILITY HARDWARE AND UTILITY MARKOUTS AT THE SURFACE AND DOES NOT INCLUDE SUCH ITEMS AS SUBSURFACE PIPING, UTILITY LINES, ETC. BEFORE ANY EXCAVATION IS TO BEGIN, UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY COMPANIES. CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.
4. THIS PLAN IS BASED ON INFORMATION PROVIDED, BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
5. THIS SURVEY IS PREPARED WITH REFERENCE TO A TITLE REPORT PREPARED BY MADISON TITLE AGENCY, LLC, AS AGENT FOR STEWART TITLE GUARANTY COMPANY, COMMITMENT NO. MTANJ-154996-03, WITH AN EFFECTIVE DATE OF 05-25-2020, WHERE THE FOLLOWING SURVEY RELATED EXCEPTIONS APPEAR IN SCHEDULE B, SECTION II:
   - (7) EASEMENTS AND RIGHTS CONTAINED IN NOTICE OF LIS PENDENS RECORDED ON JUNE 29, 1961 IN BOOK 0 PAGE 181. - SHOWN HEREON
   - (8) SLOPE AND DRAINAGE RIGHTS GRANTED TO THE STATE OF NEW JERSEY RECORDED IN BOOK 823 PAGE 120. - SHOWN HEREON
   - (9) SLOPE AND DRAINAGE RIGHTS GRANTED TO THE STATE OF NEW JERSEY RECORDED IN BOOK 848 PAGE 236. - SHOWN HEREON
   - (9 A) TERMS AND PROVISIONS OF THE AGREEMENT BETWEEN REGNAW CORPORATION, JOHN WANAMAKER PHILADELPHIA, INCORPORATED AND GIMBEL BROTHERS, INC. RECORDED NOVEMBER 13, 1961 IN BOOK 1490 PAGE 204 - CORRECTIONAL AGREEMENT RECORDED IN BOOK 1499 PAGE 513; AS AFFECTED BY DEED BOOK 1562 PAGE 345 - BOOK 1490 PAGE 204 NOT PROVIDED
     - B ASSIGNMENT AND AMENDMENTS RECORDED IN BOOK 1509 PAGE 315, RECORDED IN BOOK 1511 PAGE 258 AND BOOK 1518 PAGE 631, BOOK 1564 PAGE 618 AND BOOK 5925 PAGE 247. - REFERS TO BOOK 1490 PAGE 204 WHICH WAS NOT PROVIDED
     - B RESERVATIONS AND CONDITIONS CONTAINED IN CORRECTIONAL DEED BETWEEN REGNAW CORPORATION, JOHN WANAMAKER, PHILADELPHIA AND GIMBEL BROTHERS, INC. RECORDED MARCH 12, 1962 IN DEED BOOK 1499 PAGE 507, CORRECTING DEED RECORDED IN DEED BOOK 1490 PAGE 199. - BLANKET IN NATURE
     - B ASSIGNMENT RECORDED IN DEED BOOK 1509 PAGE 315 - REFERS TO BOOK 1490 PAGE 204 WHICH WAS NOT PROVIDED
   - (10) RIGHT OF WAY EASEMENT GRANTED TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY RECORDED ON MAY 8, 1963 IN DEED BOOK 1561 PAGE 625. - SHOWN HEREON
   - (11) AGREEMENT BETWEEN REGNAW CORPORATION AND MOORESTOWN CENTER, INC. RECORDED ON JULY 22, 1963 IN DEED BOOK 1561 PAGE 324; AS AFFECTED BY DEED BOOK 1562 PAGE 349. - DRAINAGE EASEMENT SHOWN HEREON
   - (12) RIGHT OF WAY EASEMENT GRANTED TO COLONIAL PIPELINE COMPANY

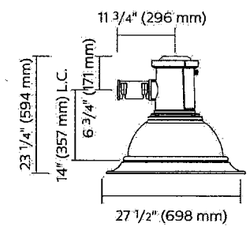
APPENDIX C - STREET FURNITURE / STREETSCAPE ELEMENT STANDARDS



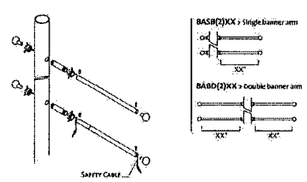
LIGHTING POLE ASSEMBLY DETAIL



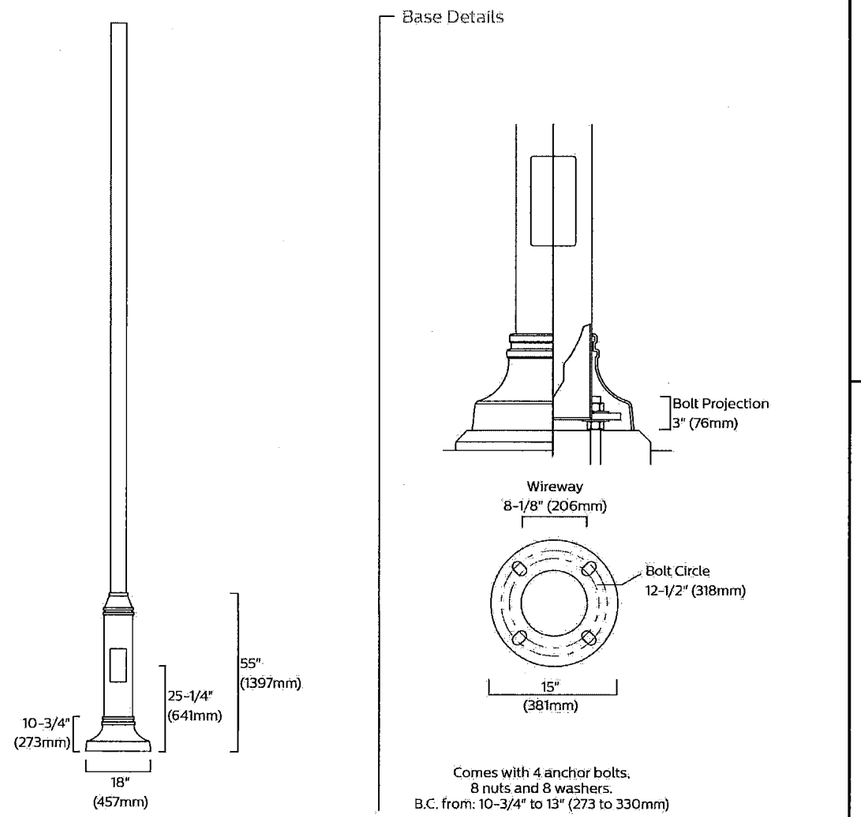
LIGHTING MAST ARM DETAIL



LUMINAIRE DETAIL



BANNER ATTACHMENT DETAIL



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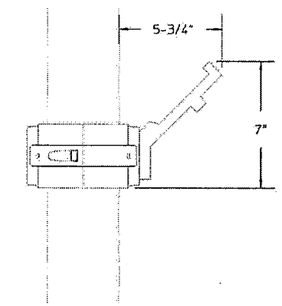
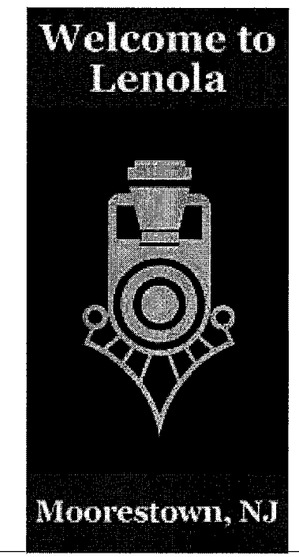
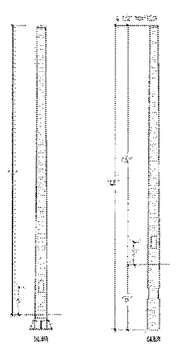
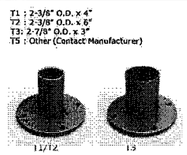


FLAG ATTACHMENT DETAIL

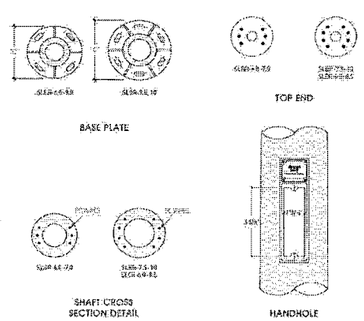


BANNER DETAIL





SPAN POLE DETAIL



DTL-
DTL-2

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS

LENOLA TOWN CENTER IMPROVEMENTS
CAMDEN AVENUE (CR 537)
FROM PENNSAUKEN CREEK TO LENOLA ROAD

McCORMICK TAYLOR

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300

DATE:

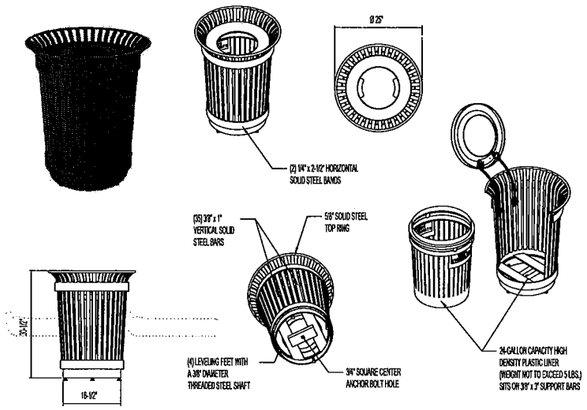
ANTHONY M. DI MAGGIO, JR., P.E.

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

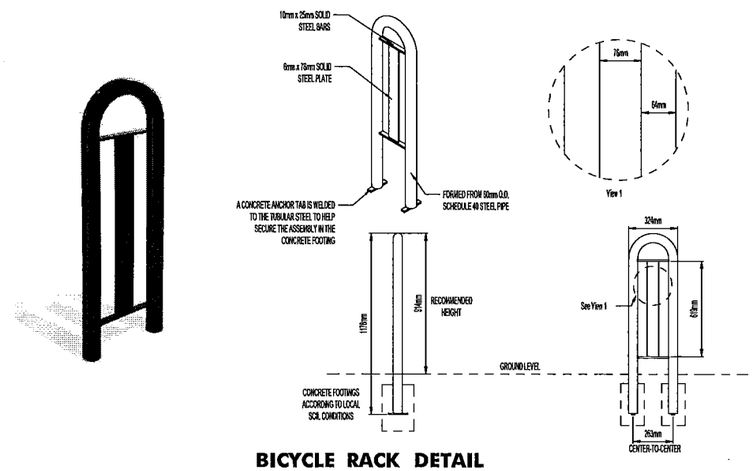
X

FILE NAME: \\njdot\pw\ents\96964_NJ_MotlownTwp_Lenola\300_CADD\Plan_Set\Roadway\09-DTL-01.dgn
PEN TABLE: \\WUNDATA\Microstation Resources\Workspace\NJDOT\tables\WUA Color Mapping.tbl
REV. DATE: 10/28/2020
SCALE: 30:0.000 1" =

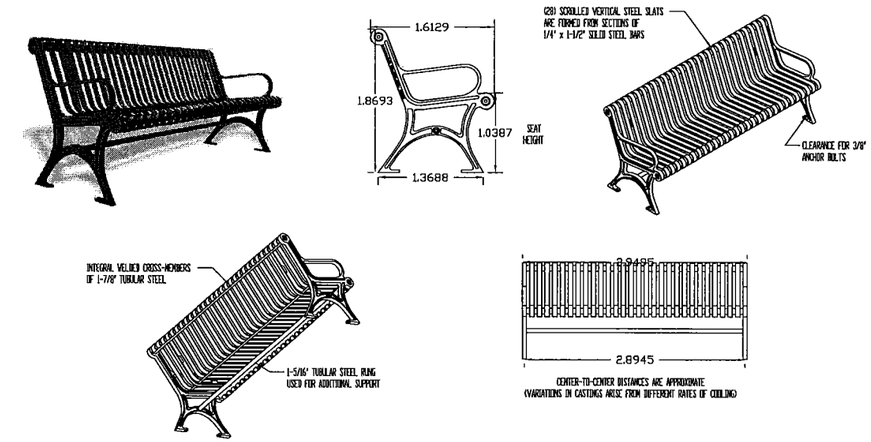
McCORMICK TAYLOR



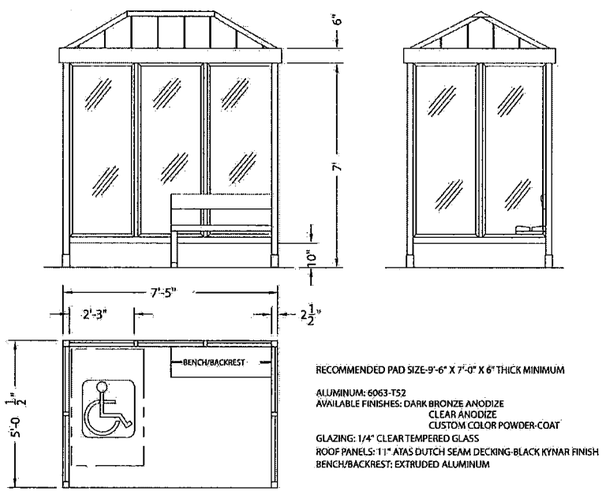
TRASH RECEPTACLE DETAIL



BICYCLE RACK DETAIL



BENCH DETAIL

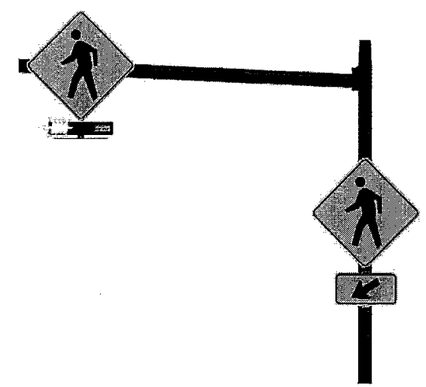


RECOMMENDED PAD SIZE-9'-6" X 7'-0" X 6" THICK MINIMUM

ALUMINUM: 6063-T52
AVAILABLE FINISHES: DARK BRONZE ANODIZE
CLEAR ANODIZE
CUSTOM COLOR POWDER-COAT
GLAZING: 1/4" CLEAR TEMPERED GLASS
ROOF PANELS: 11" ATAS DUTCH SEAM DECKING-BLACK KYNAR FINISH
BENCH/BACKREST: EXTRUDED ALUMINUM

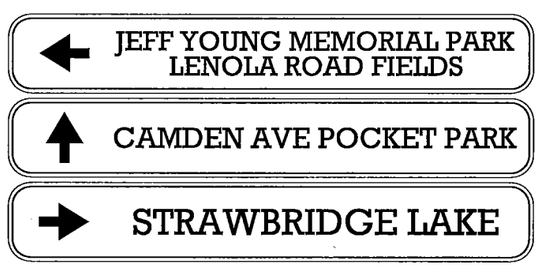
BUS SHELTER DETAIL

SPEED REDUCTION SIGN DETAIL

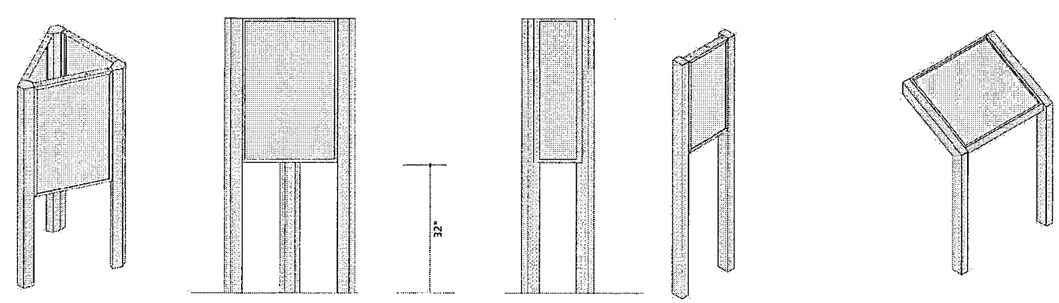


PEDESTRIAN BEACON DETAIL

DECORATIVE SIGN POST DETAIL



WAYFINDING SIGN DETAILS



INFORMATIONAL, GATEWAY, INTERPRETIVE SIGN DETAILS

DTL-
DTL-2

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS

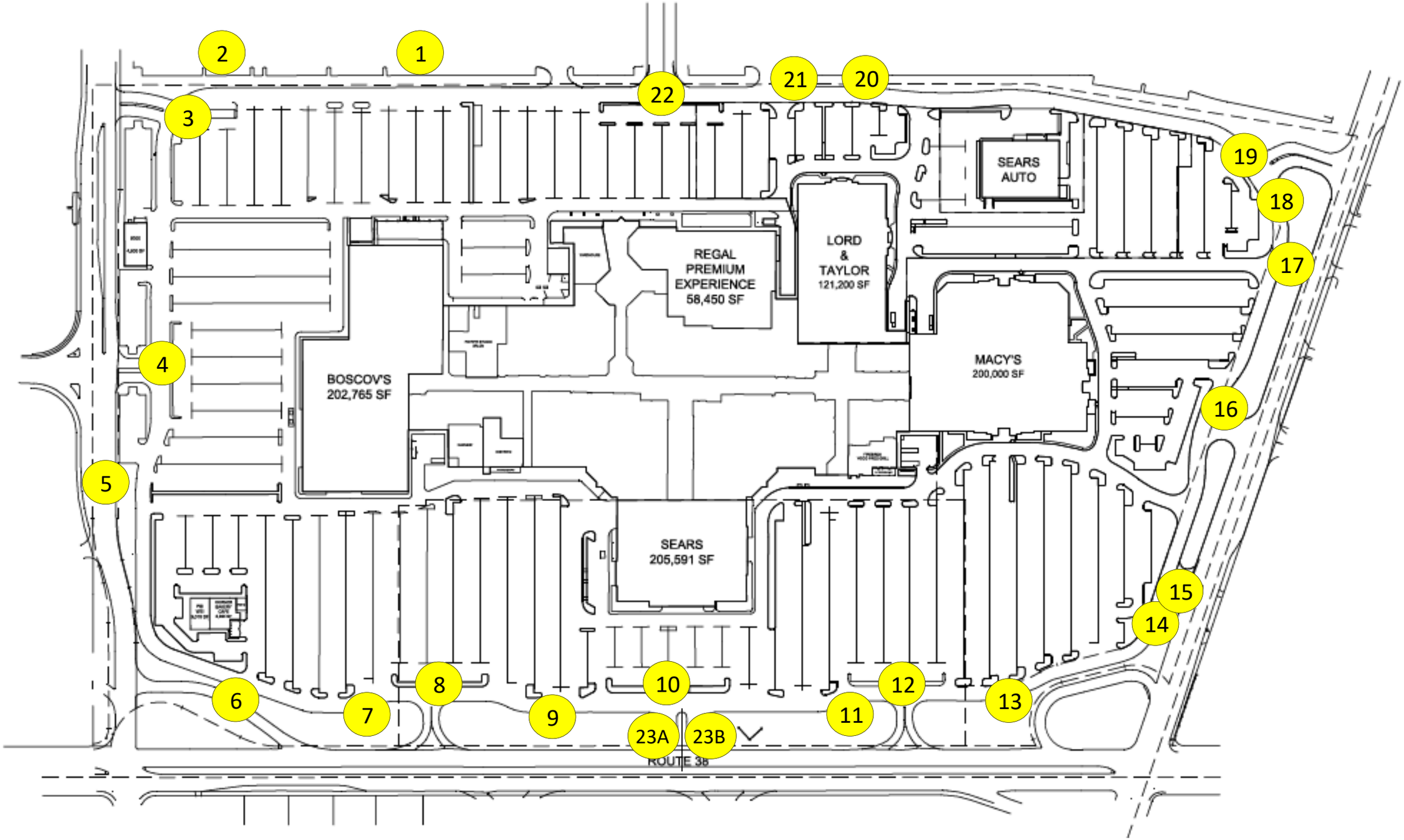
LENOLA TOWN CENTER IMPROVEMENTS
CAMDEN AVENUE (CR 537)
FROM PENNSAUKEN CREEK TO LENOLA ROAD

McCORMICK TAYLOR

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300
DATE:
ANTHONY M. DI MAGGIO, JR., P.E.
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

X

APPENDIX D - EXISTING SIGNAGE EXHIBIT


1
2
3
4
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7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23A
23B
BOSCOV'S
202,765 SF
REGAL
PREMIUM
EXPERIENCE
58,450 SF
LORD
&
TAYLOR
121,200 SF
SEARS
AUTO
MACY'S
200,000 SF
SEARS
205,591 SF
ROUTE 38

1
BOSCOV'S
TO NIXON DRIVE
TO ROUTE 38

2
TO NIXON DRIVE
BOSCOV'S
SEARS

3
SEARS
MACY'S
BOSCOV'S
LORD & TAYLOR
REGAL STADIUM 12
SEARS AUTO
RIZZIERI

4
SEARS
MACY'S
BOSCOV'S
LORD & TAYLOR
REGAL STADIUM 12
SEARS AUTO
RIZZIERI

5
BOSCOV'S
SEARS
TO ROUTE 38

6
TO ROUTE 38
BOSCOV'S
SEARS

7
TO ROUTE 38
BOSCOV'S
SEARS

8
BOSCOV'S
REGAL STADIUM 12
SEARS
MACY'S
LORD & TAYLOR
RIZZIERI
YARD HOUSE

9
TO ROUTE 38
SEARS
MACY'S
TO LENOLA ROAD

10
SEARS
BOSCOV'S
MACY'S
LORD & TAYLOR
REGAL STADIUM 12
RIZZIERI
YARD HOUSE

11
TO ROUTE 38
MACY'S
TO LENOLA ROAD
LORD & TAYLOR

12
SEARS
BOSCOV'S
MACY'S
LORD & TAYLOR
REGAL STADIUM 12
RIZZIERI
YARD HOUSE

13
TO LENOLA ROAD
MACY'S
LORD & TAYLOR
REGAL STADIUM 12

16
MACY'S
SEARS
LORD & TAYLOR
BOSCOV'S
REGAL STADIUM 12
SEARS AUTO
RIZZIERI

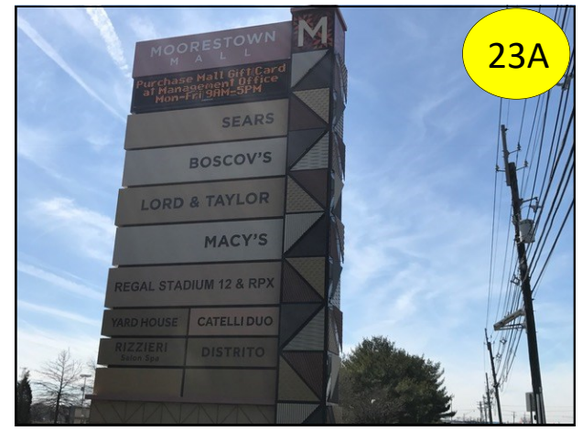
19
MOORESTOWN
MACY'S
SEARS
LORD & TAYLOR
BOSCOV'S
REGAL STADIUM 12
RIZZIERI

22
MOORESTOWN
REGAL STADIUM 12
LORD & TAYLOR
MACY'S
SEARS AUTO
BOSCOV'S
SEARS
RIZZIERI

14
TO LENOLA ROAD
MACY'S
LORD & TAYLOR

17

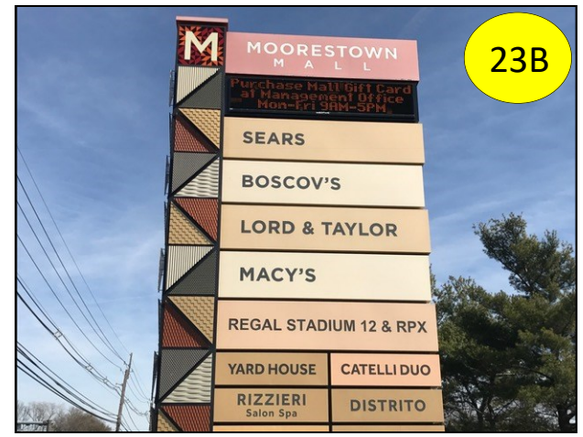
20


23A
MOORESTOWN
Purchase Mall Gift Card
at Management Office
Mon-Fri 9AM-5PM
SEARS
BOSCOV'S
LORD & TAYLOR
MACY'S
REGAL STADIUM 12 & RPX
YARD HOUSE
CATELLI DUO
RIZZIERI
DISTRITO

15
TO LENOLA ROAD
MACY'S
SEARS

18
REGAL
STADIUM 12

21
TO HWY 295 / RT 73
REGAL STADIUM 12
TO NIXON DRIVE
BOSCOV'S


23B
MOORESTOWN
Purchase Mall Gift Card
at Management Office
Mon-Fri 9AM-5PM
SEARS
BOSCOV'S
LORD & TAYLOR
MACY'S
REGAL STADIUM 12 & RPX
YARD HOUSE
CATELLI DUO
RIZZIERI
Salon Spa
DISTRITO

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 27-2021

AUTHORIZING AND ESTABLISHING TRANSPORTATION FOR THE AFFORDABLE HOUSING DEVELOPMENT TO BE KNOWN AS MOORESTOWN FAMILY APARTMENTS LOCATED AT BORTON LANDING ROAD IN THE TOWNSHIP OF MOORESTOWN

WHEREAS, in accordance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township of Moorestown ("Township") filed an action with the Burlington County Superior Court of New Jersey, entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan; and

WHEREAS, to resolve the litigation, the Township has entered into both a Settlement Agreement and an Amended Settlement Agreement with Fair Share Housing Center that provides various mechanisms that will provide for the development of affordable housing in the Township of Moorestown, one of which is the development of a 152 unit mixed income affordable housing community on Borton Landing Road (the "Development") to be developed by the Walter s Group and known as Moorestown Family Apartments; and

WHEREAS, upon occupancy of the Development, the Township Council desires to provide public transportation to residents of the Development by establishing a regularly scheduled public bus service (the "Bus Service"), which Bus Service will include a bus stop to be located directly in front of the Development (the "Bus Stop"), with service to Centerton Square which contains an established bus stop on the NJ Transit Bus Route 413 in the nearby municipality of Mount Laurel, New Jersey; and

WHEREAS, the Bus Service shall be provided daily at least once between the hours of 6:30 a.m. and 9:30 a.m. and at least once between the hours of 3:00 p.m. and 6:00 p.m. Monday through Friday.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey as follows:

Section 1. Establishment of Bus Service.

A. The Township hereby authorizes and establishes at its sole cost and expense the Bus Service with a minimum of two stops per day during both the morning rush hours and during the evening rush hours (defined as daily service at least once between 6:30 A.M. to 9:30 A.M. and at least once between 3:00 P.M. to 6:00 P.M.), Monday through Friday, year-round on an on-going basis, from the Bus Stop to the NJ Transit Route 413 bus stop located in Centerton Square in Mount Laurel, which provides daily public transportation operating Monday through Friday with regularly scheduled service during commuter hours.

B. The Bus Service shall commence on or before the first occupancy of the Development and shall be available to the general public.

C. The Township may designate any other public stops along the Bus Service route as it deems necessary to serve the residents of the Township.

D. The Township may charge a reasonable fixed fee to riders for the Bus Service.

Section 2. Repealer. Any and all other ordinances inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Section 3. Severability. In the event that any section paragraph, clause phrase, term, provision or part of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, clause, term, provision or part thereof directly involved in the controversy in such judgment shall be rendered.

Section 4. Effective Date. This ordinance shall take effect upon proper publication and in accordance with law.

Section 5. Short Title. This Ordinance shall be known as Ordinance 27-2021.

NOTICE AND CERTIFICATION

NOTICE IS HEREBY GIVEN that the ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on July 26, 2021. This ordinance will be further considered for final passage by the Township Council, after a public hearing thereon, at a meeting to be held in the Council Chamber of Town Hall located at 111 West Second Street, Moorestown, NJ on August 9, 2021 at 7:00 pm or at any date, time and place to which such meeting may be adjourned. The agenda for said meeting will provide instructions for public participation; all persons interested will be given the opportunity to be heard concerning such ordinance. The ordinance may be viewed in full on the Township's website at www.moorestown.nj.us. In addition, during the week prior to and including the date of such further consideration, copies will be available from the Municipal Clerk's Office to any member of the general public who shall request such copies.

Patricia L. Hunt, RMC
Township Clerk