

## REDEVELOPMENT AGREEMENT

This **AGREEMENT** (this “Redevelopment Agreement” or “Agreement”) dated this 19 day of December, 2023 by and between the New Jersey Sports and Exposition Authority (“NJSEA”) whose offices are located at One DeKorte Park Plaza, Lyndhurst, New Jersey 07071, and SM Kearny Associates, LLC (“SMK”), a Delaware limited liability company, with address of c/o Sitex Group 10 W. Forest Avenue, Englewood, New Jersey 07631 (referred to collectively as the “Parties”):

### WITNESSETH:

**WHEREAS**, pursuant to the Hackensack Meadowlands Agency Consolidation Act (“the Act”), N.J.S.A. 5:10A-1 et seq., the NJSEA is authorized to prepare and adopt redevelopment plans for areas in the Hackensack Meadowlands District determined by NJSEA to be areas in need of redevelopment; and

**WHEREAS**, the Koppers Coke Peninsula Redevelopment Plan (“KCPRP”) applies within the 367-acre Koppers Coke Peninsula Redevelopment Area, located within the Town of Kearny, in the southeast corner of the Hackensack Meadowlands District; and

**WHEREAS**, pursuant to N.J.S.A. 5:10A-23 (h) and 5:10A-24 (d) (6), the NJSEA is authorized by the Act to enter into contracts with redevelopers for the purpose of planning, constructing, reconstructing, operating, maintaining and repairing any redevelopment or other project or any part thereof; and

**WHEREAS**, the NJSEA adopted the KCPRP on February 27, 2013, by Resolution 13-07, (attached hereto as Attachment A), encompassing properties within the Koppers Coke Peninsula Redevelopment Area, more specifically identified as Block 286, Lots 34, 35, 36, 37.01, 37.02 and 37.03, as well as Block 287, Lots 5, 5.01, 5.02, 32.01, 32.02, 32.03, 35, 36, 37, 38.01, 38.02, 39, 40, 41, 41.01, 42, 43, 43.01, 44, 45, 45.01, 46, 47, 47.01, 48, 49, 49.01, 50, 50.01, 51, 52, 52.01, 53, 54, 55, 56, 57, 58, 59, 60, 60.01, 61.01, 61.02, 61.03, 62, 62.01, 63, 64, 65, 65.01, 66, 66.01, 67, 67.01, 67.02, 68, 69, 70, 70.01, 71, 71.01, 73, 73.02, 79, 80, 81, 82 and 83 on the Tax Maps of the Town of Kearny, Hudson County (“Redevelopment Area”); and

**WHEREAS**, the KCPRP provides for five categories of recommended land uses: (1) industrial/storage/trucking uses; (2) transport support services; (3) neighborhood services; (4) public/quasi-public uses; and (5) water-dependent uses; and

**WHEREAS**, SMK is a joint venture between the Sitex Mo LLC and Morris Kearny Associates II, LLC, which was created for the development of approximately 550,000 square feet of warehouse and distribution facilities on the Subject Properties (as hereinafter defined), as more particularly described on the Conceptual Development Plan attached hereto as Exhibit A;

**WHEREAS**, the Town of Kearny ("Town") owns certain real property located within the Redevelopment Area in the Town of Kearny, Hudson County, and designated on the Tax Maps of the Town as Block 287, Lots 48 (referred to in the KCPRP as Lots 48, 49, 49.01, 51, 52 and 52.01) and 50 in the Town of Kearny ("the Standard Chlorine Property"); and

**WHEREAS**, by and through one of SMK's two members, Morris Kearny Associates II, LLC, an affiliate of Morris Kearny Associates Urban Renewal, LLC ("MKAUR"), SMK obtained certain equitable rights to acquire a portion of Lot 32.01 in Block 287 in the Town of Kearny, County of Hudson, New Jersey that bisects the Standard Chlorine Property as more particularly described on the attached Exhibit B (the "Bisecting Former Rail Spur Property", and together with the Standard Chlorine Property, the "Subject Properties"), and

**WHEREAS**, a key objective of the Town was to facilitate redevelopment that creates jobs and tax ratables for the Town of Kearny and Hudson County; and

**WHEREAS**, by Resolution 2021-145 adopted on March 23, 2021 (Attachment B), the Town conditionally designated SMK as redeveloper subject to SMK obtaining concurrent redeveloper designation from the NJSEA, and SMK finalizing and signing the require Purchase/Redevelopment Agreements for redevelopment of the Standard Chlorine Property; and;

**WHEREAS**, the Town, by Ordinance 2023-O-39 passed on July 11, 2023, approved the Sale of the Standard Chlorine Property pursuant to a Purchase and Sale Agreement with SMK subject to the execution of this Redevelopment Agreement; and

**WHEREAS**, in accordance with N.J.S.A. 5:10A-23, the NJSEA has exclusive redevelopment power to designate redevelopment area within the District and, pursuant to N.J.S.A. 5:10A-23 (h) and 5:10A-24(d)(6) referenced above, authorizes the NJSEA to enter into contracts with developers for the purposes of redevelopment; and

**WHEREAS**, with the support of the Town of Kearny pursuant to a letter dated December 3, 2019 from Mayor Santos to Sara Sundell, Director of Land Use Management attached hereto as Exhibit C, SMK has requested that SMK be designated as the redeveloper of the Subject Properties; and

**WHEREAS**, SMK sought redeveloper designation to support and facilitate the Project on the Subject Properties within the Redevelopment Area, and more specifically so that it can be eligible to access governmental funds and grants for redevelopment and remediation in connection with the Project; and

**WHEREAS**, on June 24, 2021, pursuant to Resolution No. 2021-15 (Attachment C), the NJSEA authorized designation of SMK as redeveloper of the Subject Properties and authorized negotiation and execution of a redeveloper agreement with SMK regarding the development of the Project on the Subject Properties within the Redevelopment Area; and

**WHEREAS**, Block 287, Lots 32.02, 46, 47 and 47.01, the former Diamond Shamrock/Tierra facility site ("Adjacent Properties"), and the Subject Properties are abandoned, unutilized and undergoing remediation and are not currently used for any purpose consistent with the KCPRP; and

**WHEREAS**, in undertaking projects pursuant to any redevelopment plan, NJSEA may acquire, by condemnation or otherwise, real or personal property, or any interest therein, and may dispose of the real property so acquired by sale, lease or exchange for the uses and purposes specified in the redevelopment plan, to any person or public agency; and

**WHEREAS**, SMK hereby represents that it has the legal capacity and has been authorized by its Members to enter into this Agreement and perform each of its undertakings herein set forth and as set forth in the KCPRP as of the date of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **ARTICLE I - DEFINITIONS**

The Parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified below:

**"Agreement"** means this Agreement between NJSEA and SMK.

**"Adjacent Properties"** means Block 287, Lots 32.02, 46, 47 and 47.01.

**"Ancillary Parcels"** means property known as Block 287 Lots 5 and 5.01 and Block 286 Lots 37.01 and 37.03 on the tax map of the Town of Kearny.

**"Certificate of Completion and Occupancy Approval"** means an occupancy certification as set forth in N.J.A.C. 19:4-4.8(a) and N.J.A.C. 19:6-1.7(a) et seq.

**"Governmental Approvals"** means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any governmental authority(ies) having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the KCPRP, applicable law and this Agreement.

**"Improvements"** means all buildings, structures and appurtenances related to the Project and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Subject Properties and the streets immediately abutting the Subject Properties, as set forth on an approved Site Plan and approved construction plans.

**"SMK Trust(s)"** means any Trust established for the benefit of the children or grandchildren of Joseph Morris, Robert Morris, Keith Morris, Ronald Schram, Brian Milberg and/or David Friedman.

**"Project"** means the development of Improvements, as more specifically described in this Agreement, to be proposed for construction on the Subject Properties pursuant to the terms set forth in this Agreement and as depicted on the Conceptual Development Plan subject to revision or reasonable deviation based on Governmental Approvals and consisting of any uses permitted in the KCPRP.

## ARTICLE II - DUTIES OF REDEVELOPER

2.01. **Redevelopment of Premises.** SMK has been designated by the NJSEA as the redeveloper through NJSEA Resolution No. 2021-15, with such designation subject to the execution of this Agreement. SMK agrees to construct the Project consistent with the KCPRP. Such redevelopment shall comply in all respects with requirements of law including applicable regulations of the NJSEA.

2.02. **Exclusive Rights of Redeveloper.** SMK represents that all development and redevelopment on and about the Subject Properties or any portion thereof will only be authorized and may only be undertaken by SMK, its agents, assignees, contractors and subcontractors subject to the terms of the KCPRP, this Agreement and approvals granted by the NJSEA. The NJSEA agrees that it will not permit or accept an application for development by another developer or redeveloper for the Project or any portion thereof, except if such other developer or redeveloper is entitled to (or has sufficient legal interest to) make such application for development of the Project or any portion thereof pursuant to NJSEA regulations.

2.03. **Project to Be Reviewed Pursuant to NJSEA Requirements.** The Project shall be designed in accordance with the KCPRP. All development applications shall be submitted for review in accordance with the KCPRP and NJSEA regulations.

2.04. **Development Entities.** The Project, any portion of the Project and/or specific Improvement(s) will, at SMK's option, be developed, in whole or in part, by (i) SMK, (ii) any partnership, corporation, limited liability company or other legal entity to which SMK, one of its members and/or any affiliate of one of its members is the sole beneficial or majority owner; and/or an entity owned or controlled by one or more of the following individuals or trustees: Joseph Morris, Robert Morris, Keith Morris, Ronald Schram, Brian Milberg, David Friedman or a Trustee acting on behalf of a SMK Trust(s); or (iii) any partnership, corporation, limited liability company or other legal entity to which SMK and/or any affiliate of its members are collectively the sole beneficial owners, and/or an entity owned or controlled by one or more of the following individuals or trustees: Joseph Morris, Robert Morris, Keith Morris, Ronald Schram, Brian Milberg, David Friedman or a Trustee acting on behalf of a SMK Trust(s). SMK shall notify NJSEA of the assignment of any of SMK's interests in this Project to any entity which does not fall within the scope of the entities set forth in this subsection. SMK shall have a continuing obligation to notify, within thirty (30) days, of any assignment pursuant to this section.

2.05. **Right to Enter and Inspect.** Designated agents and representatives of NJSEA shall be permitted to enter upon the Subject Properties in accordance with N.J.A.C. 19:4-4.21(e).

2.06. **Indemnification Agreement.** SMK agrees to indemnify and hold harmless NJSEA and to pay any reasonable expenses, of any and all kinds or nature, and however arising, imposed by law, which NJSEA may sustain, be subject to, or be caused to incur by reason of any claim, suit, or action based upon personal injury, death, or damages to property, whether real, personal or mixed, relating to SMK's activities in constructing the Project, including, but not limited to, any and all claims by workmen, employees and agents of SMK and unrelated third parties, which claims arise from the construction on the Property subject to this Agreement, the maintenance and functioning of the improvements or any other activities of SMK within the Property during the construction of the Project, except for any claim or suit arising from the intentional, or willful, or grossly negligent acts of the NJSEA. SMK agrees that neither the NJSEA, nor its directors, officers, agents, servants, or employees shall be liable in any event for any action performed under this Agreement by SMK within the scope of construction on the Property and that SMK shall save harmless the NJSEA, its directors, its officers, agents, servants, or employees from any such claim or suit, except for any claim or suit arising from the intentional, or willful, or grossly negligent acts of the NJSEA.

SMK, at its own cost and expense, shall defend any and all such claims, suits, and actions, which may be brought or asserted against the NJSEA and/or its directors, officers, agents, servants, or employees, but this provision will not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided in this Agreement from its obligations to defend SMK, the NJSEA, or any other insured named in such policy of insurance in connection with claims, suits, or actions covered by such policy.

NJSEA shall provide notice to SMK of the subject claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of NJSEA receiving actual or constructive notice of the subject claims.

In the event SMK does not meet its obligations to indemnify the NJSEA as set forth above, SMK shall pay any costs, including but not limited to reasonable attorneys' fees and the cost of expert witnesses and reports, incurred by NJSEA in connection with an action to enforce against SMK this obligation to indemnify.

### **ARTICLE III - ACQUISITION OF ANCILLARY PARCELS & ADJACENT PROPERTIES**

3.01. **Voluntary Purchase.** SMK shall use best efforts to acquire property rights in the Ancillary Parcels and/or Adjacent Properties necessary to provide access to and infrastructure for the Project through a voluntary sale negotiated with the owners of the Ancillary Parcels or owners of the Adjacent Properties. In the event the owners of such Ancillary Parcels or owners of the Adjacent Properties refuse to sell the requisite land or grant an easement necessary for access to and infrastructure for the Project ("Project Easements"), SMK may request that the NJSEA institute condemnation proceedings to acquire the land for a public purpose pursuant to law. Any institution of condemnation proceedings by the NJSEA shall be subject to State of New Jersey Executive Order #118 and applicable law. NJSEA retains the right to accept or reject such a request, in its sole discretion.

### **ARTICLE IV - CERTIFICATES OF OCCUPANCY AND COMPLETION**

4.01. **Certificate of Completion and Occupancy Approval.** Upon completion of the construction of the Project or portions thereof in accordance with the Governmental Approvals, SMK shall obtain a Certificate of Completion and Occupancy Approval from the NJSEA for such Improvements, in accordance with applicable NJSEA requirements.

4.02. **Termination.** Upon completion of Improvements on the Subject Properties or any individual lot thereof, as evidenced by the issuance of a Certificate of Completion and Occupancy Approval by NJSEA and for purposes of releasing the restrictions referenced in this Agreement, this Agreement will be deemed terminated as to the Subject

Properties for which the Certificate(s) of Completion and Occupancy Approval has been issued or the individual lot thereof for which the Certificate of Completion and Occupancy Approval has been issued. SMK will supply an instrument in proper form for recording that shall acknowledge the termination of this Agreement, in whole or in part, as set forth in this Section 4.02, and which shall be mutually agreed upon by the Parties hereto.

## ARTICLE V - REPRESENTATIONS AND WARRANTIES

5.01. **SMK's Representations and Warranties.** SMK hereby represents and warrants to, and covenants with the NJSEA that:

(a) **Organization.** SMK is a limited liability corporation, duly formed under the laws of the State of Delaware and validly existing and in good standing under the laws of the State of Delaware with all requisite power and authority to enter into this Agreement.

(b) **Authorization; No Violation.** The execution, delivery and performance by SMK of this Agreement have been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of SMK, or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which SMK is a party or by which SMK may be bound.

(c) **Valid and Binding Obligations.** The person executing this Agreement on behalf of SMK has been duly authorized and empowered and this Agreement has been duly executed and delivered by SMK and constitutes the valid and binding obligation of SMK except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of principles of equity (collectively, the "**Creditors' Rights Limitations**").

(d) **Litigation.** No suit is pending against SMK which could have a material adverse effect upon SMK's performance under this Agreement or the financial condition or business of SMK. There are no outstanding judgments against SMK that would have a material adverse effect upon SMK or which would materially impair or limit of the ability of SMK to enter into or carry out the transactions contemplated by this Agreement.

(e) **No Conflicts.** This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which SMK is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, SMK has not received any notices asserting any noncompliance in any material respect by SMK with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on SMK's ability to perform its obligations under this Agreement. SMK is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

5.02. NJSEA's Representations and Warranties. NJSEA hereby represents and warrants to, and covenants with SMK that:

(a) Organization. The NJSEA is a public body corporate and politic and a political subdivision of the State of New Jersey. In accordance with N.J.S.A. 5:10A-23, the NJSEA has exclusive redevelopment power within the District. Accordingly, the NJSEA has all requisite power and authority to enter into this Agreement, pursuant to its enabling statute and pursuant to Resolution No. 2021-15, designating SMK as the redeveloper of the Subject Properties.

(b) Authorization; No Violation. The execution, delivery and performance by the NJSEA of this Agreement are within the authority of the NJSEA under, and will not violate, the statutes, rules and regulations establishing the NJSEA and governing its activities, have been duly authorized by all necessary NJSEA Resolution(s) and will not result in the breach of any material agreement to which the NJSEA is a party or, to the best of its knowledge and belief, any other material agreement by which the NJSEA or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of the NJSEA has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the NJSEA and constitutes the valid and binding obligation of the NJSEA except to the extent that the enforcement thereof may be limited by the Creditors' Rights Limitations.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which NJSEA is a party or is otherwise subject. Any zoning, land use or construction code approvals or other regulatory mandates or determinations shall supersede any conflicting provisions or interpretations of the provisions of this Agreement.

## **ARTICLE VI - MORTGAGE FINANCING; NOTICE OF DEFAULT TO MORTGAGEE; RIGHT TO CURE.**



6.01 **Mortgage Financing.** SMK and any successor in interest to SMK or the Subject Properties, or any part thereof, may engage in any financing transaction creating any mortgage or other encumbrance or lien upon the Subject Properties (the lender, secured party, or mortgagee thereunder or an affiliate of any of them, a "Holder"). To the extent reasonably requested by SMK, the NJSEA shall execute such other agreements, documents and/or amendments to this agreement (to the extent same are in form and content reasonably acceptable to the NJSEA) as may be requested or required by any Holder; provided, however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of SMK or the NJSEA under this Agreement.

## **ARTICLE VII - AMENDMENT AND WAIVER**

7.01. No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of NJSEA or SMK to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by NJSEA or SMK of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of NJSEA or SMK.

## **ARTICLE VIII - CONSENTS**

8.01. Unless otherwise specifically provided herein, no consent or approval by NJSEA or SMK permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

## **ARTICLE IX - SUCCESSORS BOUND**

9.01. This Agreement shall be binding upon the respective parties hereto and their successors and assigns.

## **ARTICLE X - TITLE OF ARTICLES**

10.01. The Titles of the several Articles of this Agreement, as set forth in the Table of Contents or at the heads of said Articles, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

## **ARTICLE XI - GOVERNING LAW**

11.01. This Agreement shall be governed by and construed by the laws of the State of New Jersey and shall be venued in the applicable court of the Superior Court of the State of New Jersey.

## **ARTICLE XII - SEVERABILITY**

12.01. The validity of any Article, Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles, Sections, clauses, or provisions hereof.

## **ARTICLE XIII - ENTIRE AGREEMENT**

13.01. 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 herein.

## **ARTICLE XIV - EFFECTIVE DATE**

14.01. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all the parties hereto have executed and delivered this Agreement and all the other agreements referred to herein or relative hereto have been fully executed and delivered by the parties to such agreements.

## **ARTICLE XV - COUNTERPARTS**

15.01. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

## **ARTICLE XVI - EXHIBITS**

16.01. Any and all Exhibits annexed to this Agreement are hereby made part of this Agreement by this reference thereto.

## **ARTICLE XVII - NOTICES AND DEMANDS**

17.01. A notice, demand or other communication under this Agreement by any party to the other shall sufficiently be given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the parties at

their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing.

If to NJSEA:  
New Jersey Sports & Exposition Authority  
One DeKorte Park Plaza  
Lyndhurst, NJ 07071  
Attn: Department of Legal and Regulatory Affairs

If to SMK:  
SM Kearny Associates, LLC  
c/o Sitex Group  
10 W. Forest Avenue  
Englewood, New Jersey 07631  
Attn: Brian Milberg

(with copy to):  
SM Kearny Associates, LLC  
c/o The Morris Companies  
350 Veterans Boulevard  
Rutherford, NJ 07070  
Attn: Keith Morris

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 24.01 change the address, facsimile number or persons to which notices shall be sent.

#### **ARTICLE XVIII - COOPERATION AND COMPLIANCE**

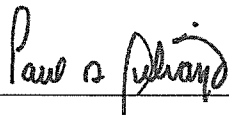
18.01. The parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Agreement and the KCPRP.

IN WITNESS WHEREOF, the parties intending to be legally bound, have hereunto executed this AGREEMENT as of the date set forth above:

SM Kearny Associates, LLC

New Jersey Sports & Exposition  
Authority

By: \_\_\_\_\_

By:  \_\_\_\_\_

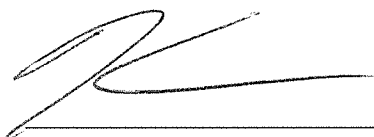
Paul Juliano, President and CEO

IN WITNESS WHEREOF, the parties intending to be legally bound, have hereunto executed this **AGREEMENT** as of the date set forth above:

SM Kearny Associates, LLC

New Jersey Sports & Exposition  
Authority

By:

  
\_\_\_\_\_

Name: Keith Morris

Title: Authorized Representative

By:

\_\_\_\_\_

Exhibit A

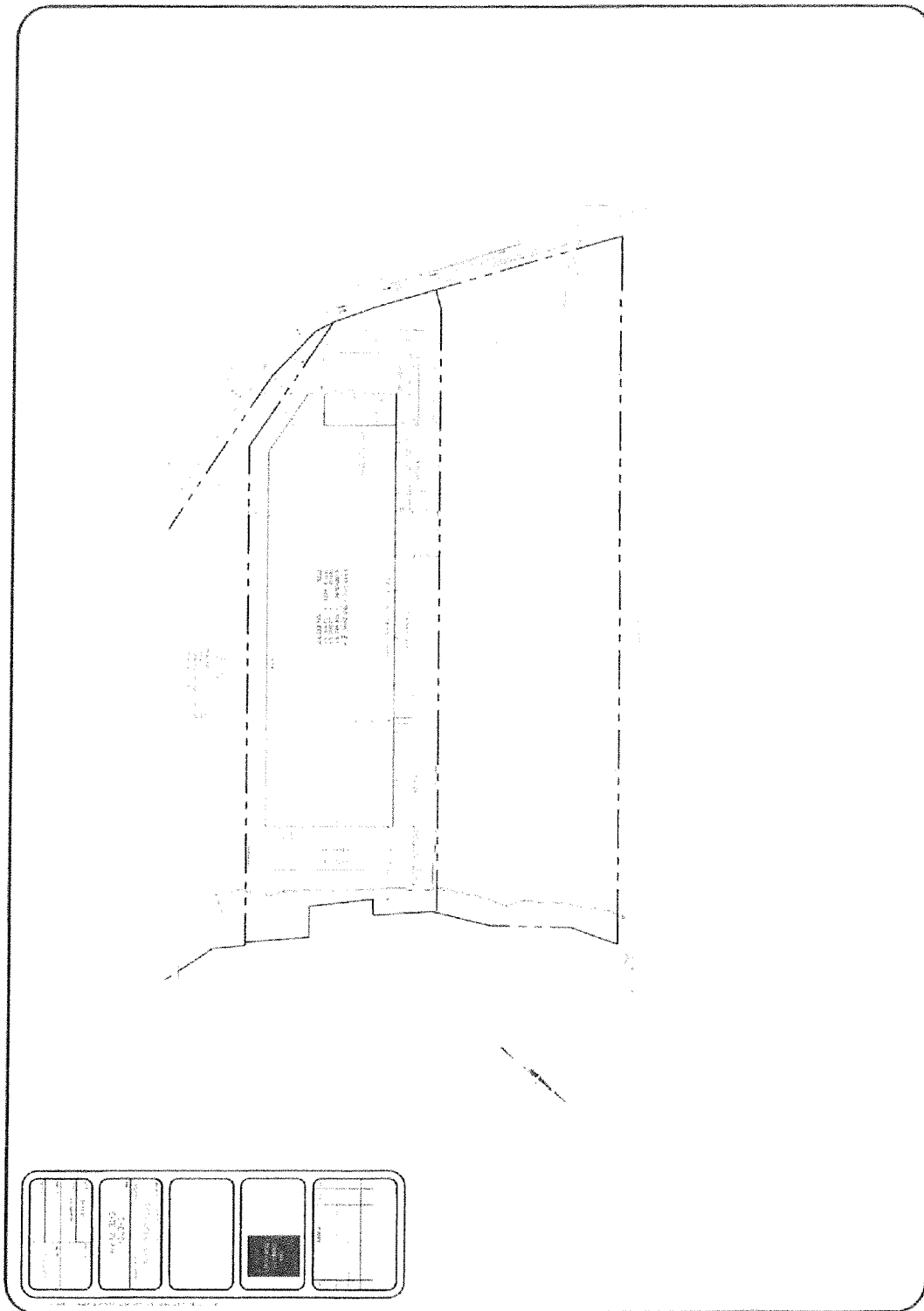


Exhibit B

Rail Spur Property



Technical Excellence  
Practical Experience  
Client Responsiveness

09 January 2019  
100238102

**WRITTEN DESCRIPTION  
PROPOSED LOT 32.01 WEST END  
BLOCK 287  
IN THE TOWN OF KEARNY  
HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the southwesterly line of lands formerly of the New York & Greenwood Lake Railroad Company where the same is intersected by the division line between lands n/f the Town of Kearny, known as Block 287 Lot 51 and described in Deed Book 2907 at Page 958 Parcel 4, and lands n/f Hudson County Improvement Authority, known as Block 287 Lot 50 and described in Deed Book 3975 at Page 306 Parcel 8, said point distant 892.97 feet (as shown on said survey, actual distance be what it may) measured northeasterly along said division line from its intersection with the northerly line of the Old Newark Branch of the Erie Railroad as shown on an ALTA/NSPS Land Title Survey for Morris Kearny Associates, Inc., prepared by Paulus, Sokolowski and Sartor, dated June 15, 2016, said point distant 1170 feet measured southeasterly from and at right angles to the southeasterly line of the Pennsylvania, New Jersey and New York Railroad Company (Amtrak) lands, and running; thence

1. Along the southwesterly line of the former New York & Greenwood Lake Railroad Company and along lands n/f Town of Kearny, on a curve to the right having a radius of 1447.69 feet, an arc length of 388.51 feet, and a chord which bears North 21°30'25" West, a distance of 387.34 feet (as shown on said survey, actual distance be what it may), to a point of tangency; thence
2. Continuing along the southwesterly line of the former New York & Greenwood Lake Railroad Company and along lands n/f Town of Kearny, North 13°49'08" West, a distance of 219.08 feet (per survey, actual distance be what it may) to a point where the same is intersected by the division between Lot 32.01 and Lot 32.02 as shown on a map entitled "Minor Subdivision Lot 32, Block 287, Town of Kearny, Hudson County, New Jersey," dated January 25, 1991, revised through January 8, 1992, prepared by Chester Partnership (referenced in Deed Book 9229 at Page 194), thence
3. Along said division line, North 65°30'55" East, a distance of 30.53 feet (as shown on said survey, actual distance be what it may) to a point on the northeasterly line of said former New York & Greenwood Lake Railroad Company lands; thence
4. Along said northeasterly line and along lands n/f Town of Kearny, South 13°49'08" East, a distance of 224.73 feet (as shown on said survey, actual distance be what it may) to a point of curvature; thence
5. Continuing along the northeasterly line of the former New York & Greenwood Lake Railroad Company and along lands n/f Town of Kearny, on a curve to the left having a radius of 1447.69 feet, an arc length of 382.85 feet, and a chord which bears South 21°33'19" East, a distance of 381.69 feet (as shown on said survey, actual distance be what it may) to a point where the same is intersected by said division line between lands n/f the Town of Kearny, known as Block 287 Lot 52 and described in Deed Book 2907 at Page 958 Parcel 3, and lands n/f Hudson County Improvement Authority, known as Block 287 Lot 50 and described in Deed Book 3975 at Page 306 Parcel 1, said point distant 1170 feet measured southeasterly from and at right angles to the southeasterly line of the Pennsylvania, New Jersey and New York Railroad Company (Amtrak) lands; thence

300 Kimball Drive Parsippany, NJ 07054 T: 973.560.4900 F: 973.560.4901 www.langan.com  
New Jersey • New York • Connecticut • Pennsylvania • Ohio • Washington, DC • Virginia • Florida • Texas • California  
Abu Dhabi • Athens • Doha • Dubai • Istanbul • London • Panama



Written Description  
Proposed Lot 32.01 West End  
Block 287  
Town of Kearny  
Hudson County, New Jersey

100238102  
Page 2 of 2

6. By a new line through lands of Hudson County Improvement Authority, South 65°22'02" West, a distance of 30.10 feet to the point and place of BEGINNING.

Encompassing an area of 0.42 acre, more or less.

This description is prepared in accordance with a map entitled, "ALTA/NSPS Land Title Survey, Block No. 287, Lots 32.01, 54, 55, 56, 60, 61.02, 61.03, 62, 62.01, 63, 70, 70.01, 71, 71.01 & 80, Town of Kearny, Hudson County, New Jersey," prepared by Paulus, Sokolowski and Sartor for Morris Kearny Associates, Inc., dated June 15, 2016, and deeds for the subject and adjoining properties as referenced herein. This description is subject to the results of an accurate survey and title search.

David R. Avery  
Professional Land Surveyor  
New Jersey License No. 24GS03964600

N:\angon\comdata\PAR\data\100238102\Survey Data - 100238102\Office Data\Descriptions\100238102\Written Desc Block 287 Lot 32.01 West end 2019 01-09.docx  
NJ Certificate of Authorization No. 24GA27936400

**LANGAN**

Exhibit C

December 3, 2019 from Mayor Santos to Sara Sundell



**TOWN OF KEARNY  
HUDSON COUNTY, NEW JERSEY**

402 Kearny Avenue  
Kearny, New Jersey 07032

Alberto G. Santos  
Mayor

Tel: (201) 955-7979  
Fax: (201) 998-6069

December 3, 2019

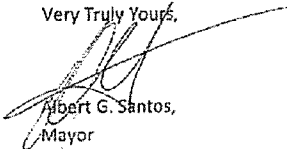
Ms. Sarah Sundell  
Director of Land Use Management  
New Jersey Sports and Exposition Authority  
1 DeKorte Park Plaza  
Lyndhurst, New Jersey 07071

Re: Redeveloper Designation - SMK Associates, LLC  
Koppers Coke Peninsula Redevelopment Plan, Kearny, New Jersey

Dear Ms. Sundell:

Kindly accept this letter on behalf of the Town of Kearny ("Town"), the owner of premises known as Block 287, Lot 48, 49, 49.01, 50, 51, 52 and 52.01 on the tax map of the Town of Kearny, commonly known as the Standard Chlorine Site (the "Standard Chlorine Property"). The Standard Chlorine Property is located within the Koppers Coke Peninsula Redevelopment Area pursuant to that certain Koppers Coke Redevelopment Plan adopted by the New Jersey Meadowlands Commission on February 27, 2013 (the "Koppers Coke Redevelopment Plan"). As you know, the adjacent properties currently owned by the Hudson County Improvement Authority are to be redeveloped pursuant to an agreement between the HCIA and Morris Kearny Associates ("Morris") dated January 15, 2016 as amended through the date hereof (the "HCIA/Morris Agreement"). Provided that Morris redevelops the adjacent parcels pursuant to the HCIA/Morris Agreement, the Town consents to the application of SMK Associates, LLC (a joint venture between Sitex and Morris) for redeveloper designation for (i) the Standard Chlorine Property and (ii) (subject to SMK Associates obtaining the current written consent of Mariana Properties, Inc.) the adjacent Diamond Shamrock Site pursuant to the Koppers Coke Redevelopment Plan. If the HCIA/Morris Agreement is terminated for any reason, the Town's consent set forth in this letter shall be automatically withdrawn and of no further force or effect.

Very Truly Yours,

  
Albert G. Santos,  
Mayor

Attachment A

Resolution 13-07, dated February 27, 2013

RESOLUTION TO ADOPT THE  
KOPPERS COKE PENINSULA REDEVELOPMENT PLAN  
(FILE SP-700)

WHEREAS, N.J.S.A. 13:17-21 authorizes the New Jersey Meadowlands Commission (NJMC) to prepare and adopt redevelopment plans for areas determined to be renewal areas within the Hackensack Meadowlands District for the purpose of redevelopment; and

WHEREAS, N.J.A.C. 19:3-5.1 *et seq.* provides the regulations governing redevelopment within the Meadowlands District, including the process and criteria for establishing redevelopment areas and the preparation and adoption of redevelopment plans; and

WHEREAS, a petition dated February 9, 2012, was received from the Town of Kearny, requesting that the NJMC investigate the redevelopment potential of Block 287, Lots 48, 49, 49.01, 50, 51, 52, and 52.01 in Kearny, and neighboring properties in the vicinity of Belleville Turnpike and Fish House Road; and

WHEREAS, the NJMC adopted Resolution No. 12-20 on May 23, 2012, authorizing NJMC staff to conduct an investigation of the following properties in the Town of Kearny to examine their redevelopment potential: Block 286 - Lots 34, 35, 36, 37.01, 37.02, and 37.03; and Block 287 - Lots 5, 5.01, 5.02, 32.01, 32.02, 32.03, 35, 36, 37, 38.01, 38.02, 39, 40, 41, 41.01, 42, 43, 43.01, 44, 45, 45.01, 46, 47, 47.01, 48, 49, 49.01, 50, 50.01, 51, 52, 52.01, 53, 54, 55, 56, 57, 58, 59, 60, 60.01, 61.01, 61.02, 61.03, 62, 62.01, 63, 64, 65, 65.01, 66, 66.01, 67, 67.01, 67.02, 68, 69, 70, 70.01, 71, 71.01; 73, 73.02, 79, 80, 81, 82, and 83; and

WHEREAS, NJMC staff investigated the redevelopment potential of the subject properties and prepared the "In Need of Redevelopment Investigation - Koppers Coke Peninsula" report, dated October 1, 2012, containing their findings; and

WHEREAS, on October 24, 2012, the NJMC adopted Resolution No. 12-43, deeming the subject properties to be in need of redevelopment, and authorizing staff to prepare a redevelopment plan for the area; and

WHEREAS, the NJMC staff prepared the Draft Koppers Coke Peninsula Redevelopment Plan, dated December 2012; and

WHEREAS, public hearings were held at the NJMC on January 8, 2013 and January 29, 2013, to obtain public comments concerning the Draft Koppers Coke Peninsula Redevelopment Plan, dated December 2012; and

WHEREAS, the NJMC accepted written comments through January 30, 2013, at which time the public comment period was closed; and

WHEREAS, no written comments were received; and

WHEREAS, the NJMC staff considered all comments received during the public comment period, which resulted in no modifications to the draft redevelopment plan; and

WHEREAS, pursuant to N.J.S.A. 13:17-8, a copy of the Koppers Coke Peninsula Redevelopment Plan was forwarded to the Hackensack Meadowlands Municipal Committee (HMMC) for inclusion on the agenda of their meeting on February 4, 2013, and was unanimously approved at this meeting; and

WHEREAS, at this time, the NJMC staff recommends that the Commission adopt the Koppers Coke Peninsula Redevelopment Plan, dated February 2013; and

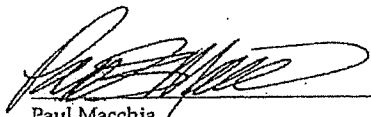
WHEREAS, the members of the NJMC have reviewed the record in this matter and concur with the recommendations of the NJMC staff.

NOW, THEREFORE, BE IT RESOLVED, by the members of the NJMC, that the Koppers Coke Peninsula Redevelopment Plan, dated February 2013, is hereby adopted, and shall apply to the following properties in the Town of Kearny: Block 286 - Lots 34, 35, 36, 37.01, 37.02, and 37.03; and Block 287 - Lots 5, 5.01, 5.02, 32.01, 32.02, 32.03, 35, 36, 37, 38.01, 38.02, 39, 40, 41, 41.01, 42, 43, 43.01, 44, 45, 45.01, 46, 47, 47.01, 48, 49, 49.01, 50, 50.01, 51, 52, 52.01, 53, 54, 55, 56, 57, 58, 59, 60, 60.01, 61.01, 61.02, 61.03, 62, 62.01, 63, 64, 65, 65.01, 66, 66.01, 67, 67.01, 67.02, 68, 69, 70, 70.01, 71, 71.01, 73, 73.02, 79, 80, 81, 82, and 83; and

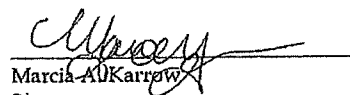
BE IT FURTHER RESOLVED, that the Koppers Coke Peninsula Redevelopment Plan shall supersede all prior zoning for the properties within the redevelopment area; and

BE IT FURTHER RESOLVED, as set forth in N.J.A.C. 19:3-5.10, that the members of the NJMC authorize staff to prepare a public notice to be forwarded to the Office of Administrative Law to be published in the New Jersey Register describing the Koppers Coke Peninsula Redevelopment Plan, as adopted.

The foregoing was adopted by Commission vote.

  
Paul Macchia  
Acting Chairman

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Meadowlands Commission at its meeting on February 27, 2013.

  
Marcia A. Karrow  
Secretary

Resolution No. 13-07

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call

Attachment B

Resolution 2021-145, dated March 23, 2021





**Kearny Town Council**

402 Kearny Avenue  
Kearny, NJ 07032

**ADOPTED**

**RESOLUTION 2021-145**

Meeting: 03/23/21 07:00 PM

DOC ID: 12167

**Resolution Approving Until September 30, 2021 the Conditional Designation of SM Kearny Associates, LLC (a joint venture between Sitex MO, LLC and Morris Kearny Associates II, LLC) as Redeveloper of the former Standard Chlorine Site.**

**WHEREAS**, by Resolution 2016-250 the Town designated the Sitex Group, LLC ("Sitex") as redeveloper of the former Standard Chlorine Site and the former Diamond Shamrock Site in Block 287, subject to certain conditions; and

**WHEREAS**, that designation was extended on prior occasions, the last extension being until November 30, 2018 to allow time for Sitex to resolve easement issues with Morris Kearny Associates LLC ("MKA") the redeveloper designated by the New Jersey Sports and Exposition Authority ("NJSEA") of the adjacent approximately 167 acre parcel commonly known as the Koppers Seaboard Property (the "Seaboard Site"); and

**WHEREAS**, Morris Kearny Associates II, LLC and Sitex MO, LLC have entered into a joint venture under the name of SM Kearny Associates, LLC, and the Town previously advised the NJSEA that it consented to the NJSEA's designation of SM Kearny Associates, LLC as redeveloper of the Standard Chlorine Site (and subject to the consent of Mariana Property, the adjacent site formerly known as the Diamond Shamrock Site); and

**WHEREAS**, that consent was subject to the acquisition by MKA of the Seaboard Site, which condition has been satisfied; and

**WHEREAS**, MKA acquired the Seaboard Site from the Hudson County Improvement Authority on or about September 22, 2020; and

**WHEREAS**, redevelopment of the Diamond Shamrock Site has been determined to be not feasible at this time; and

**WHEREAS**, in order to promote the redevelopment of Standard Chlorine Site and the Seaboard Site, the Town wishes to conditionally designate SM Kearny Associates, LLC as redeveloper of the Standard Chlorine Site; now, therefore, be it

**RESOLVED** by the Mayor and Council of the Town of Kearny, Hudson County, New Jersey that:

1. SM Kearny Associates, LLC is conditionally designated redeveloper of the Standard Chlorine Site until September 30, 2021 during which time SM Kearny Associates, LLC, must (i) obtain concurrent redeveloper designation from the NJSEA for the Standard Chlorine Site and (ii) finalize and sign the required Purchase/Redevelopment Agreements for redevelopment of the Standard Chlorine site.
2. By adoption of this Resolution, the Town further supports the designation by the NJSEA of SM Kearny Associates, LLC as redeveloper of the Standard Chlorine Site and the portion of

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Lot 32.01 which MKA acquired from HCIA as part of the Seaboard Site. Such Redevelopment shall be in accordance with the NJSEA's 2013 Koppers Coke Redevelopment Plan.

3. If SM Kearny Associates, LLC does not satisfy the conditions in paragraph 2 above, this designation shall expire on September 30, 2021.
4. The Town shall not have any obligations to SM Kearny Associates LLC unless and until execution of the Purchase/Redevelopment Agreements.

James Bruno

**ADOPTED:** March 23, 2021

I hereby certify that the foregoing resolution was adopted by the Council on March 23, 2021.

  
PATRICIA CARPENTER  
TOWN CLERK

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Carol Jean Doyle, Council Member
<b>SECONDER:</b>	Alberto G. Santos, Mayor
<b>AYES:</b>	Doyle, McCurrie, Eckel, Cardoso, Konopka, DeCastro, Santana, Ficeto, Santos

MAR 25, 2021  
SITEX Group, LLC.  
Construction Code  
Neglia Eng., DPW  
James Bisno, Esq.  
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Attachment C

Resolution No. 2021-15, dated June 24, 2021

RESOLUTION 2021-15

**RESOLUTION AUTHORIZING THE NEW JERSEY SPORTS AND EXPOSITION  
AUTHORITY TO DESIGNATE SM KEARNY ASSOCIATES, LLC AS REDEVELOPER  
AND ENTER INTO A REDEVELOPER AGREEMENT FOR THE STANDARD  
CHLORINE SITE LOCATED WITHIN THE KOPPERS COKE PENINSULA  
REDEVELOPMENT AREA IN THE TOWN OF KEARNY**

**WHEREAS**, on February 27, 2013, by Resolution 13-07, the New Jersey Meadowlands Commission approved the Koppers Coke Peninsula Redevelopment Plan for properties located within the Koppers Coke Peninsula Redevelopment Area in the Town of Kearny; and

**WHEREAS**, by letter dated June 15, 2021, SM Kearny Associates, LLC, a joint venture of Sitex MO, LLC and Morris Kearny Associates II, LLC, requested that the NJSEA designate it as redeveloper of the properties known as Block 287, Lots 48, 49, 49.01, 50, 51, 52, 52.01 in the Town of Kearny (also known as the Standard Chlorine Site), and the portion of Block 287, Lot 32.01 in the Town of Kearny that bisects the Standard Chlorine Site (hereinafter referred to, collectively, as the "Site"); and

**WHEREAS**, the Standard Chlorine Site is currently owned by the Town of Kearny and Block 287, Lot 32.01 is currently owned by Morris Kearny Associates Urban Renewal, LLC; and

**WHEREAS**, the Town of Kearny, by Resolution 2021-145, adopted March 23, 2021, consented, as owner of the Standard Chlorine Site, to the designation by NJSEA of SM Kearny Associates, LLC as redeveloper of the Site; and

**WHEREAS**, Morris Kearny Associates Urban Renewal, LLC, by letter dated June 4, 2021, as owner of Block 287, Lot 32.01, consented to the designation by NJSEA of SM Kearny Associates, LLC as redeveloper of the Site; and

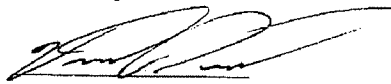
**WHEREAS**, SM Kearny Associates, LLC, by letter dated June 15, 2021, referencing a proposal for a warehouse and distribution use on the Site and seeking to support and facilitate the development of the Site, is requesting that the NJSEA designate SM Kearny Associates, LLC as redeveloper of the Site; and

**WHEREAS**, in accordance with N.J.S.A. 5:10A-24d(6), the NJSEA may enter into agreements with redevelopers for projects undertaken pursuant to a redevelopment plan.

**NOW, THEREFORE, BE IT RESOLVED**, that the New Jersey Sports and Exposition Authority authorizes the President/CEO or his designee to designate SM Kearny Associates, LLC as Redeveloper of the Site and to negotiate and enter into a Redeveloper Agreement with SM Kearny Associates, LLC regarding the development of the Site.

**BE IT FURTHER RESOLVED** that the designation of SM Kearny Associates, LLC as Redeveloper of the Site is contingent upon the execution of a Redeveloper Agreement between SM Kearny Associates, LLC and the New Jersey Sports and Exposition Authority.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at their meeting of June 24, 2021.

  
Vincent Prieto  
Secretary