

**RESOLUTION 2022:152**

**RESOLUTION OF THE BOROUGH OF HADDON HEIGHTS, CAMDEN COUNTY  
APPOINTING CONDITIONAL REDEVELOPER AND AUTHORIZING EXECUTION  
OF A MEMORANDUM OF UNDERSTANDING**

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

**WHEREAS**, the Mayor and Council of the Borough of Haddon Heights (the “Borough Council”) adopted Resolution 2022:74 declaring certain properties within the Borough of Haddon Heights, County of Camden, State of New Jersey (the “Borough”) as “Non-Condemnation Areas in Need of Redevelopment” as well as “Areas in Need of Rehabilitation,” which Redevelopment Area includes Block 25, Lots 16 and 17.01, (the “Property”), pursuant to the Redevelopment Law; and

**WHEREAS**, by way of Ordinance No. 2022:1517, adopted on June 21, 2022, the Borough adopted a redevelopment plan for the Redevelopment and Rehabilitation Areas within the Borough entitled “Redevelopment Plan for the Borough of Haddon Heights” dated March 2022 (the “Redevelopment Plan”), which sets forth, inter alia, the plans for the rehabilitation and redevelopment of the Redevelopment and Rehabilitation Areas; and

**WHEREAS**, the Borough has been in discussion with Broken Ground Properties, LLC (the “Conditional Redeveloper”) regarding the rehabilitation and redevelopment of the Property; and

**WHEREAS**, Conditional Redeveloper has presented its rehabilitation and redevelopment concepts to the Borough, and the Borough and Conditional Redeveloper desire that the Property be rehabilitated and redeveloped in accordance with the Redevelopment Plan and any amendments thereto; and

**WHEREAS**, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented, provides for a process for redevelopment entities to enter agreements with redevelopers to carry out and effectuate the terms of a redevelopment plan; and

**WHEREAS**, in order to stimulate and encourage economic development of the Borough, the Borough and Conditional Redeveloper intend to enter into a Redevelopment Agreement for the Property; and

**WHEREAS**, in such event, the Borough desires to designate as Conditional Redeveloper in order to negotiate with Conditional Redeveloper for a period of one hundred and eighty (180) days in an effort to agree upon a Redevelopment Agreement for the rehabilitation and redevelopment of the Property; and

**WHEREAS**, the Borough and Conditional Redeveloper desire to memorialize, in writing, their agreement under a non-binding Memorandum of Understanding that evidences the Parties' statement of intent.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Haddon Heights, County of Camden, State of New Jersey as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. That Broken Ground Properties, LLC is hereby designated as "Conditional Redeveloper" for the Property and the Mayor and Borough Clerk are hereby authorized to execute a Memorandum of Understanding between the Borough and Conditional Redeveloper evidencing the Parties' agreement to conduct exclusive negotiations toward the formulation of a Redevelopment Agreement for the rehabilitation and redevelopment of the Property.
3. This Resolution shall take effect immediately.

Date: September 20, 2022

**ATTEST:**

**BOROUGH OF HADDON HEIGHTS**

  
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**Kelly Santosusso, RMC**  
**Borough Clerk**

  
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**Christopher Morgan**  
**Council President**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) dated as of SEPT. 20, 2022, is made by and between Broken Ground Properties, LLC, a New Jersey corporation with offices located at 5 Circle Ln, Cherry Hill NJ 08003 and/or its assignee, (the “Conditional Redeveloper”), and the **BOROUGH OF HADDON HEIGHTS**, a Municipal Corporation of the State of New Jersey, having offices at 625 Station Avenue, Haddon Heights, New Jersey 08035 (the “Borough”), (collectively referred to herein as the “Parties”).

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

**WHEREAS**, pursuant to N.J.S.A. 40A:12-1 et seq., Resolution 2022:74 of the Borough Council of the Borough of Haddon Heights (“Council”) declaring certain properties within the Borough as “Non-Condemnation Areas in Need of Redevelopment” as well as “Areas in Need of Rehabilitation” which Redevelopment Area includes Block 25, Lots 16 and 17.01 (the “Property”); and

**WHEREAS**, by way of Ordinance No. 2022:1517, adopted on June 21, 2022, the Borough adopted a redevelopment plan for the Redevelopment Area entitled “Redevelopment Plan for the Borough of Haddon Heights” dated March 2022 (the “Redevelopment Plan”), which sets forth, inter alia, the plans for the rehabilitation and redevelopment of the Redevelopment and Rehabilitation Areas; and

**WHEREAS**, the Borough has been in discussion with Conditional Redeveloper regarding rehabilitation and redevelopment of the Property; and

**WHEREAS**, the Borough and Conditional Redeveloper desire that the Property be rehabilitated and redeveloped in accordance with the Redevelopment Plan and any amendments thereto; and

**WHEREAS**, the Redevelopment Law provides a process for redevelopment entities to enter into agreements with redevelopers to carry out and effectuate the terms of a redevelopment plan; and

**WHEREAS**, N.J.S.A. 40A:12A-8(f), authorizes the Borough to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of rehabilitation or redevelopment; and

**WHEREAS**, the Borough and Conditional Redeveloper have engaged in such preliminary negotiations and the Borough Council has determined that it is in the best interest of the Borough to enter into additional negotiations with Conditional Redeveloper, and therefore to enter into this MOU, for the rehabilitation and redevelopment of the Property including, but not limited to the development of 501 & 503 Station Avenue and related improvements (the "Project" or "Project Improvements").

**NOW, THEREFORE**, in consideration of the Parties' promises and mutual representations, covenants and agreements set forth herein, the Parties, each binding itself, its successors and assigns, do hereby mutually promise, covenant and agree as follows:

1. **Negotiations with Conditional Redeveloper.** The Borough has, pursuant to Resolution, designated Broken Ground Properties, LLC, as Conditional Redeveloper for the

Project Improvements on the Property and, pursuant to this MOU, hereby agrees to negotiate solely with Conditional Redeveloper for a period of one hundred and eighty days (180) days, in good faith, for the rehabilitation and redevelopment of the Property, which period can be extended by the Parties' mutual written agreement.

2. **Redevelopment Agreement.** The Parties hereby agree to immediately commence good faith negotiations of the intended terms and conditions of a Redevelopment Agreement and other agreements, which shall include, but not limited to, provisions for the following: financial guarantee(s); compliance with any redevelopment plan; local planning approval; and project oversight.

3. **The "Interim Period"**. Conditional Redeveloper shall pay the Borough all Interim Costs (as defined below) incurred by the Borough during the time period commencing when the Borough reviewed the Conditional Redeveloper's proposal to the time the Borough and Conditional Redeveloper enter into a Redevelopment Agreement or the time the Borough or the Conditional Redeveloper determines that a Redevelopment Agreement cannot be executed for any reason (hereinafter referred to as the "Interim Period"). Conditional Redeveloper shall pay all Interim Costs even if a Redevelopment Agreement cannot be executed for any reason.

4. **Payment of "Interim Costs"**.

- A. "Interim Costs" shall include all reasonable fees and costs of any professional consultant, contractor, legal counsel, or vendor retained by the Borough during the Interim Period regarding the Borough's review of the Conditional Redeveloper's proposal and negotiation of the Redevelopment Agreement.
- B. Interim Fund. Within three (3) business days of the execution of this MOU, Conditional Redeveloper shall establish a separate escrow account with the

Borough by depositing the amount of Fifteen Thousand Dollars (\$15,000), (the “Interim Fund”) to be drawn down by the Borough to pay Interim Costs. If the Interim Fund is drawn down to Five Thousand Dollars (\$5,000), the Borough shall notify Conditional Redeveloper in writing and Conditional Redeveloper shall replenish the Interim Fund as required herein within (15) days. If the Interim Fund is not so replenished, the Borough may immediately terminate negotiations upon written notice to Conditional Redeveloper and Conditional Redeveloper shall be responsible to immediately pay all costs due up to the date of termination.

- C. Statement and Invoices. The Borough shall provide Conditional Redeveloper with monthly invoices during the course of the Interim Period; setting forth the Interim Costs incurred by the Borough which qualify as Interim Costs pursuant to Section 4(A) hereof. Conditional Redeveloper shall have ten (10) days to review and approve or disapprove of the payment of submitted invoices. If Conditional Redeveloper does not respond to the Borough within ten (10) days of receipt of the invoices, the Borough shall provide Conditional Redeveloper with a statement of expenses paid from the Interim Fund when demanding that the Interim Fund be replenished. The Borough shall provide a final invoice within thirty (30) days of the date a Redevelopment Agreement is executed, or the date of the Borough determines that such an agreement cannot be executed.
- D. Disposition of Interim Fund Balance. Any balance in the Interim Fund upon execution of the Redevelopment Agreement shall be refunded to the Conditional Redeveloper at the end of the Interim Period.

5. **Amendments.** Any and all amendments to this MOU shall be in writing and shall require the mutual agreement of both Parties.

6. **Entire Agreement.** This MOU shall set forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereto, and supersedes all prior contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.

7. **Not Binding on Individuals.** No covenant, condition or agreement contained in this MOU shall be deemed to be the covenant, condition or agreement of any past, present or future member, manager, trustee, official, officer, agent or employee of either Party, in his or her individual capacity, and neither the members, managers, trustees, officials, officers, agents or employees of such Party or Parties, nor any individual executing this MOU, shall be personally liable on this MOU or by reason of the execution hereof by such person, or arising out of any transaction or activity relating to this MOU.

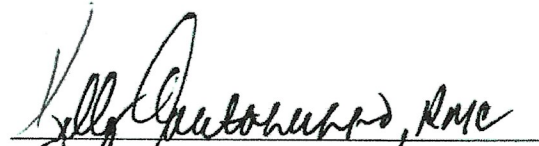
8. **Governing Law.** The terms of this MOU shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity, and performance.

9. **Non-Binding Effect.** Except for the Borough's obligation to negotiate exclusively and in good faith with Conditional Redeveloper, as well as Conditional Redeveloper's obligation to negotiate in good faith, this MOU does not constitute a binding commitment between the Parties' respective rights and obligations, which remain to be fully defined in their Redevelopment Agreement.

10. **Counterparts.** This MOU may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

**ATTEST:**

  
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Kelly Santosusso, RMC, Borough Clerk


**BOROUGH OF HADDON HEIGHTS**

By:   
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Christopher Morgan  
Council President

**WITNESS:**

  
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**Broken Ground Properties, LLC**

By:   
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