

**2025 HOUSING ELEMENT and FAIR SHARE PLAN
VOLUME 2 EXHIBITS
TOWNSHIP OF MANSFIELD**

**MANSFIELD TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**



Engineers • Planners • Scientists • Surveyors

Prepared By:

**Environmental Resolutions, Inc.
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(856) 235-7170**

Prepared For:

**Mansfield Township
3135 Route 206 South, Suite 1
Columbus, NJ 08022**

Approved by the Joint Land Use Board: June 23, 2025

Volume 2 Exhibits

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| Exhibit A | Amendment to Settlement Agreement of the Tower Gate |
| Exhibit A-1 | Tower Gate Redevelopment Plan |
| Exhibit B | Tower Gate Site Plan and JLUB Approval Resolution 2024-2-5 |
| Exhibit C | Pulte/Centex Homes Settlement Agreement November 8, 2005 |
| Exhibit C-1 | Pulte/Centex Amendment to Settlement Agreement December 16, 2020 |
| Exhibit D | Pulte Concept Settlement Plan |
| Exhibit E | Current Mansfield Development Fee Ordinance |
| Exhibit F | Proposed Mansfield Development Fee Spending Plan 2025-2035 |
| Exhibit G | Current Mansfield Affordable Housing Ordinance |
| Exhibit H | Resolution Adopting 2025 Housing Element and Fair Share Plan |

Exhibit A
Amendment to the Settlement Agreement of the Tower Gate

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP OF MANSFIELD, PLANNING BOARD OF THE TOWNSHIP OF MANSFIELD, TOWER GATE ASSOCIATES, AND AATGMN PROPERTY LLC

Tower Gate Associates v. Township of Mansfield, et al
Docket No. BUR-L-001739-18

THIS AMENDMENT TO SETTLEMENT AGREEMENT (this "**Amendment**") is made this 23rd day of January, 2023, by and between:

TOWNSHIP OF MANSFIELD (the "**Township**"), a municipal corporation of the State of New Jersey, and the PLANNING BOARD OF THE TOWNSHIP OF MANSFIELD (the "**Planning Board**"), each with offices located at 3135 Route 206 South, Suite 1, Columbus, New Jersey 08022 (the Township and the Planning Board are collectively referred to herein as "**Mansfield**"), and

TOWER GATE ASSOCIATES (the "**Owner**"), a New Jersey general partnership, having an address at c/o Paris Ackerman LLP, 120 Eagle Road Avenue, East Hanover, New Jersey 07936, and

AATGMN PROPERTY LLC (the "**Developer**"), a New Jersey limited liability company, having an address at c/o Active Acquisitions LLC, 250 West Nyack Road, Suite 104D, West Nyack, NY 10994.

(Hereinafter collectively referred to as the "**Parties**" and each a "**Party**")

WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property consisting of approximately 118.53 acres located in the Township at the intersection of U.S. Route 130 and Kinkora Road and designated as Block 70, Lot 6.02 on the official tax map of the Township (the "**Owner Parcel**"); and

WHEREAS, Developer is the contract purchaser of the Owner Parcels and Developer's affiliated entity is the contract purchaser of Block 70, Lot 6.01 on the official tax map of the Township (together with Owner Parcel, the "**Property**"); and

WHEREAS, Owner filed a lawsuit in the New Jersey Superior Court, Burlington County, in the matter captioned Tower Gate Associates v. Township of Mansfield, et al, Docket No. L-1739-18 (the "**Litigation**"), challenging the Township's satisfaction of its constitutional affordable housing obligation and seeking to construct an inclusionary development on the Property as part of a builder's remedy; and

WHEREAS, Owner and the Township entered into a November 18, 2019 Settlement Agreement, as amended by the First Amendment dated December 19, 2019, to resolve the Litigation (as amended, the "**Original Settlement Agreement**"); and

WHEREAS, the Original Settlement Agreement anticipated the development of an inclusionary development on the Property (the "**Original Project**") to satisfy, in part, Mansfield's Mount Laurel obligation for the Third Round (1999-2025), which Project was included within Mansfield's draft Housing Element and Fair Share Plan (the "**HEFSP**"); and

WHEREAS, the Original Settlement Agreement and the Original Project proposed a fifteen percent (15%) affordable housing set-aside for the first four hundred eighty eight (488) residential dwelling units constructed on the Property, plus a thirty percent (30%) affordable housing set-aside for all residential dwelling units constructed on the Property in excess of the first four hundred eighty eight (488) units; and

WHEREAS, the Original Settlement Agreement specified that the proposed inclusionary development on the Property would not exceed a total of five hundred sixty (560) residential dwelling units, such that a maximum of ninety six (96) affordable housing units were proposed for the Property (15% of the first 488 residential dwelling units, plus 30% of the additional 72 residential dwelling units in the event that a total of 560 residential dwelling units were constructed on the Property); and

WHEREAS, regardless of the total number of affordable housing units constructed, the Original Settlement Agreement required that at least fifty percent (50%) of the affordable housing units be available for very low income and low income households and the remaining fifty percent (50%) of the affordable housing units will be available to moderate income households as defined in the New Jersey Fair Housing Act and the Uniform Housing Affordability Controls, and any other applicable regulations; and

WHEREAS, in addition to the immediately preceding paragraph, the Original Settlement Agreement required that thirteen percent (13%) of the affordable housing units be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size; and

WHEREAS, the Original Settlement Agreement specified that, in addition to the affordable housing units, the Original Project would consist of a mix of multi-family apartments, mixed-use buildings, townhouse units, and up to forty thousand five hundred (40,500) square feet of retail space; and

WHEREAS, the FSHC determined it would not object to the HEFSP if it established Mansfield's Third Round obligation at two hundred sixty five (265) affordable housing units and if Owner and the Township agreed to the terms of the Original Settlement Agreement; and

WHEREAS, upon acquiring title ownership of the Property, Developer intends to construct the maximum ninety six (96) affordable housing units contemplated in the Original Settlement Agreement and Original Project, but wishes to construct an industrial development on the Property, rather than the market-rate multi-family apartments, townhomes, and retail space contemplated in the Original Settlement Agreement; and

WHEREAS, Developer, with the Owner's consent, now wishes to amend the Original Settlement Agreement with this Amendment in order to develop the Property for an industrial use and to construct the maximum number of affordable housing units upon which the Township and the Owner previously agreed in the Original Settlement Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants set forth herein, the Parties for themselves, their successors and assigns, hereby agree as follows:

ARTICLE I - PURPOSE

1.1 The purpose of this Agreement is to amend the Original Settlement Agreement and to provide for the adoption of a Redevelopment Plan for the Property in order to permit a mixed-use industrial / residential development (the "**Project**") as generally shown on the Concept Plan attached as Exhibit A ("**Concept Plan**") and consistent with the draft Redevelopment Standards attached as Exhibit B ("**Redevelopment Standards**"), and to further permit the Developer to pursue an Application before the Board for, inter alia, preliminary and final site plan approval, exceptions / bulk ("c") variances, and related relief, for the Project, if granted by the Board, which shall be similar in nature, but not necessarily identical with the Concept Plan, along with a PILOT and corresponding financial agreement for the Project. Upon the satisfaction of all Conditions set forth in Article II below, this Agreement shall be deemed to have replaced the Original Settlement Agreement.

1.2 The Redevelopment Plan shall permit industrial uses on the Property, including but not limited to warehousing, distribution, logistics, manufacturing, flex space, assembly, transportation facilities and terminals, overnight parking and storage of trucks, trailers, equipment and other vehicles, general office space, and other ancillary uses.

1.3 The Redevelopment Plan for the Property shall further permit at least four (4) industrial / commercial buildings on the Property and not to exceed one million one hundred thousand (1,100,000) square feet of total building space between the total number of industrial buildings constructed on the Property, as generally shown on the Concept Plan. In addition to, but without limiting, the preceding sentence of this Section 1.3, the Redevelopment Plan shall require a minimum building setback between the Property and Crystal Lake Park of one hundred (100) feet with a thirty (30) foot landscaped buffer.

1.4 The Redevelopment Plan for the Property shall further require, as part of the industrial development permitted under the Redevelopment Plan, the development of ninety six (96) affordable housing units on the Property, consistent with the intent of the current HEFSP, as shown on the Concept Plan.

1.5 The Parties expressly acknowledge and agree that Developer's interest in the Property may be transferred to the Owner, or a related entity or successor in interest during the duration of the Agreement, who shall confirm in writing to the Township its acceptance of all of the terms, conditions of this Agreement. The obligations and remedies set forth in the Agreement, including, but not limited to, Developer's ability to terminate this Agreement and revive the Original Settlement Agreement are fully assignable to any related entity, successor in interest, and/or a

contract purchaser, whether or not it is specifically set forth later in this Agreement, who shall confirm in writing to the Township its acceptance of all of the terms, conditions of this Agreement. For purposes of this Agreement, all references to "Developer" shall expressly include AATGMN Property LLC and any related entity, successor in interest and/or contract purchaser of the Property.

1.6 In the event that the Property, or any part thereof, is converted from farm assessed property to developable land, Developer acknowledges and agrees that the Township will be entitled to charge and collect "rollback taxes" and/or tax assessment monies as a result of said change in use. However, since the mixed-use Project is considered an inclusionary development where the industrial development is subsidizing the affordable housing development, the Parties agree and acknowledge that the industrial portion of the Project shall not be subject to a Non-Residential Development Fee, N.J.S.A. 40:55D-8.1 et seq.

ARTICLE II – CONDITIONS

2.1 The Parties agree to the following framework to facilitate the implementation of the Project. Each step of this Article is sequential and shall occur in the order set forth in this Agreement. Until each step of this Article is completed, there shall be no obligation on the part of the Parties to undertake any subsequent step, although nothing herein shall prevent the Parties from working on each step simultaneously in order to promptly and efficiently complete the framework and satisfy the conditions set forth herein.

2.2 The completion of each step in this Article shall be a condition of this Agreement. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement.

2.3 The Township and the Board shall approve this Agreement and the execution thereof at a scheduled meeting held in accordance with the Open Public Meetings Act ("**OPMA**"). The Township and the Board shall be required to provide all appropriate notices in satisfaction of the OPMA. The Township and the Board shall promptly notify Developer and Owner in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement.

2.4 Developer and Owner shall promptly execute this Agreement upon receipt of notification that the Township and the Board have authorized the execution of this Agreement. Simultaneously with its execution of this Agreement, Developer shall post an escrow with the Township and the Board in the amount of Twenty Thousand Dollars (\$20,000.00) for payment of the Township and Board's cost and expenses as set forth in this Agreement.

2.5 At the next reasonably available meeting of the Township Committee ("**Committee**") after full execution of this Agreement, the Committee shall adopt a resolution directing the Board to investigate the Property to determine that it can be designated as a Non-Condemnation Area in Need of Redevelopment pursuant to the Local Housing and Redevelopment Law, N.J.S.A. 40A:12A-1 et seq. ("**LHRL**").

2.6 Within sixty (60) days of the date of that Committee resolution, the Board shall prepare a map showing the boundaries of the proposed redevelopment area and the location of the Property, along with a statement setting forth the basis of the investigation. The basis must be one of the conditions set forth in N.J.S.A. 40A: 12A-5, including (h) that the designation of the area must be consistent with smart growth planning principles adopted pursuant to law or regulation.

2.7 After preparation of the map and statement, the Planning Board shall establish a date for and give notice of a public hearing for the purpose of hearing persons who are interested in or would be affected by a determination that the proposed area is a redevelopment area. The date of the public hearing shall be at the next reasonably available Board meeting date given the statutory need for publication of said notice twice, with the last notice being at least ten (10) days prior to the public hearing. The Township and the Board shall be required to provide for the notice of the public hearing in satisfaction of the OPMA and LRHL.

2.8 At the public hearing, the Planning Board shall hear all persons who are interested in or would be affected by the redevelopment determination. All objections to such a determination orally or in writing shall be received and made part of the public record. After the public hearing, provided the Property meets the criteria of the LRHL, the Planning Board shall recommend that the property investigated be determined to be a Non-Condensation Redevelopment Area by the Committee.

2.9 At the next reasonably available Committee meeting date after receipt of a Board recommendation, the Committee shall adopt a resolution declaring the Property to be a Non-Condensation Redevelopment Area.

2.10 At the same meeting, the resolution shall direct the Township Planner to prepare a Redevelopment Plan with Development Standards as set forth in Sections 1.1, 1.2, 1.3 and 1.4 above.

2.11 The Township Planner will endeavor to prepare the Redevelopment Plan in consultation with Developer and its professionals and have it reviewed, approved and finalized by the Committee and the Developer within sixty (60) days after the date of adoption of the Committee resolution authorizing same.

2.12 The Committee shall introduce an ordinance adopting the Redevelopment Plan ("**Plan Ordinance**") at the next reasonably available Committee meeting after approval of the Redevelopment Plan by the Developer.

2.13 At the next reasonably available Board meeting after introduction of the Plan Ordinance, the Board shall review the Redevelopment Plan and, provided the Redevelopment Plan is consistent with the terms of this Agreement, shall recommend that the Committee adopt same. The Planning Board's consistency determination shall be memorialized in a written resolution to be adopted simultaneously therewith. Thereafter, the Planning Board shall promptly transmit a copy of its consistency determination to the Committee.

2.14 At its next reasonably available scheduled meeting after receipt of the Planning Board recommendation, the Committee shall then conduct the required public hearing and consider and approve the Plan Ordinance formally adopting the Redevelopment Plan. The Township and the Board shall be required to provide all appropriate notices as required by the OPMA and the LRHL. The Township and the Planning Board shall promptly notify Developer and Owner in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement.

2.15 After the expiration of the appeal period for the Plan Ordinance approving the Redevelopment Plan, Developer shall be permitted to file a site plan (and potentially subdivision) application with the Planning Board ("**Site Plan Application**"). During the planning phase of the Site Plan Application and/or while engineering and/or architectural plans are being prepared for the Project, the Township and the Planning Board shall reasonably cooperate with Developer's design professionals and/or consultants in developing same, including, but not limited to, scheduling pre-application and/or technical review meetings as reasonably requested. Any such requests shall be made in writing by Developer to the Township, and/or the Board. Additionally, the Township shall reasonably cooperate with Developer's efforts to obtain all required governmental approvals and permits from all relevant public entities and utilities for the development of the Project, provided that said cooperation shall be without cost or expense to the Township.

2.16 Upon a determination of completeness, the Planning Board shall place the Site Plan Application on its next reasonably available meeting agenda for the required public hearing on the Application. The Planning Board shall endeavor to complete its review of the Project in the time allotted for same under the Municipal Land Use Law. The Township and the Planning Board shall support Developer's reasonable requests for scheduling a special meeting, subject to Developer's payment of any fees required by the Township Code and subject to the Planning Board's approval of same. The Planning Board shall be required to provide all appropriate notices in satisfaction of the OPMA. The Planning Board shall promptly notify Developer and Owner in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement. Additionally, Developer shall provide public notice for any and all public hearings in accordance with the Municipal Land Use Law, a copy of same shall be provided to the Planning Board, with copies to the other Parties.

2.17 The Planning Board, as part of its review of the Application, shall reasonably consider Developer's application for any reasonable deviations and/or variances from the Redevelopment Plan required to facilitate the Project, although the Township agrees that the standards of the Redevelopment Plan will attempt to avoid or at least minimize variances and/or deviations to make the Project "fully conforming" to the Redevelopment Plan. The Board's failure to approve the Site Plan Application and/or any reasonable deviation and/or variance requests shall entitle Developer to exercise Developer's right to terminate this Agreement pursuant to Section 2.22, and / or seek all adequate remedies at law.

2.18 Upon adoption of the resolution memorializing the approval of the Site Plan Application for the Project, if so approved by the Board, Developer shall cause a "notice of decision" to be published in the Township's designated newspaper of general circulation in accordance with the Municipal Land Use Law. Developer shall submit a copy of the published notice of decision and

the affidavit of publication to the Board's designated administrative officer and provide a copy to the Township and/or the Committee.

2.19 Any time after adoption of the Redevelopment Plan, but prior to the commencement of construction, Developer shall apply to the Township for a Payment in Lieu of Taxes Financial Agreement ("PILOT agreement") pursuant to the Long-Term Tax Exemption Law, ("LTTE") N.J.S.A. 40A:20.1 et seq. As part of any such PILOT application and agreement, the Parties agree that the annual service charge under the PILOT shall be equal to the greater of ten percent (10%) of annual Project revenue or \$1.40 (with a two percent (2%) escalator each year) per square foot of habitable industrial space on the Project. Developer agrees to make an upfront, lump-sum payment of \$10 million towards Developer's PILOT payments ("Lump Sum PILOT Payment") to the Township within ninety (90) days from when the first PILOT payment is due. The Developer shall receive an annual credit against the annual service charge (along with any administrative fee) for the PILOT for the Lump-Sum PILOT Payment each year until the Lump-Sum PILOT Payment amount is elapsed. Thereafter, Developer shall pay the annual service charge in accordance with the PILOT agreement. Any balance remaining in the amount of the Lump-Sum PILOT Payment amount in the year when the Lump-Sum Payment amount elapses shall be credited toward the annual charge paid by Developer in that year in accordance with the PILOT agreement. The Developer shall also pay the land taxes on the Property each year, which amount shall be credit toward the following year's annual service charge in accordance with the LTTE. Attached hereto as Exhibit C ("**PILOT Schedule**") is a spreadsheet outlining the anticipated schedule of payments under the PILOT and credits applicable to the annual service charge based on prior year paid land taxes. The spreadsheet calculations are just projections and are not a payment schedule. The Township may use the Lump Sum PILOT Payment to fund municipal and recreational improvements and enhancements elsewhere in the Township. At its next reasonably available meetings after approval of the PILOT application, the Committee shall introduce and adopt an ordinance approving the PILOT agreement. The Township shall provide all appropriate notices in satisfaction of the OPMA and the LTTE. The Township shall promptly notify Developer and Owner in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement. The affordable units will have its own separate PILOT of 6.285% of revenue.

2.20 The Property and the requirement for the construction of 96 affordable homes in the Project is currently included in the Township's HEFSP approved by the Superior Court of New Jersey, Law Division, Burlington County by entry of a Final Order of Compliance and Judgment of Repose dated September 15, 2021. As part of the preparation of the Redevelopment Plan, the Township Planner will be authorized by the Township to prepare an amendment to the Township HEFSP incorporating the provisions of the Redevelopment Plan in the HEFSP. After review and approval of the amended HEFSP by the Fair Share Housing Center (FSHC) and the court-appointed Special Master, the amended HEFSP will be submitted to the court for approval and, if required, after any required Fairness Hearing and the filing of an amended Final Order of Compliance and Judgment of Repose.

2.21 During the time that this Agreement is in effect, the Original Settlement Agreement and Ordinance 2020-6 zoning the Property for the Original Project shall remain in full force and effect. The Redevelopment Plan shall operate as an Overlay Zone to Ordinance 2020-6, and the Redevelopment Plan shall provide as such. However, while this Agreement is in effect, Developer

(or Owner) shall not seek any approvals or attempt to develop the Original Project (or any similar project proposing market housing to subsidize the affordable housing) as permitted by the Original Settlement Agreement and Ordinance 2020-6.

2.22 If, notwithstanding Developer and the Township's good faith efforts, if any of the steps/conditions above are not completed, satisfied and/or approved, beyond appeal, and within the time limits established herein, or, if not specified, within a commercially reasonable time frame, (subject to tolling for any appeals or litigation filed) from the date of full execution of this Agreement by all parties (which shall include any court approval of this Agreement), the Developer shall be entitled to terminate this Agreement. In that event, Developer (or Owner as set forth in Article VI below) shall be permitted to develop the Original Project in accordance with the Original Settlement Agreement and Ordinance 2020-6. Neither the Township, the Committee, nor the Board shall be permitted to argue or claim that the termination of this Agreement and the subsequent development of the Original Project in accordance with the Original Settlement Agreement and Ordinance 202-6 is time-barred by any applicable statute of limitations or precluded by laches, estoppel, and/or any other legal or equitable theory. Further, the zoning created by the Original Settlement Agreement and Ordinance 2020-6 shall remain in full force and effect and not be revoked until (1) all of the conditions in this Article II are met, (2) the Developer has obtained all non-appealable local, County and State development approvals and permits required for the Project, and (3) an ordinance repealing Ordinance 2020-6 is adopted

2.23 The Parties shall diligently and vigorously defend any challenge to the adoption of this Agreement. Developer and the Board shall diligently and vigorously defend any challenge to an approval of the Project. Any challenge to either this Agreement or the approval of the Project shall not entitle either the Township or the Developer to terminate this Agreement under Section 2.22 above, unless and until the challenge is finally resolved by the courts such that the Project cannot proceed. Notwithstanding the foregoing, the Township and the Developer can mutually agree, with the Owner's consent, at any time to terminate this Agreement in which case the provisions of Section 2.22 will control.

ARTICLE III – AFFORDABLE HOUSING

3.1 Developer shall take all necessary steps to ensure that the 96 affordable units to be constructed pursuant to this Agreement, the Redevelopment Plan and the amended HEFSP are creditworthy under COAH regulations, provisions of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC") and all other applicable laws. Specifically, Developer agrees that all Affordable Units shall comply with COAH's Rules including, but not limited to those concerning (a) income qualification, (b) controls on affordability in compliance with HUAC's standard deed restriction (c) deed restrictions, (d) bedroom distribution, (e) low/moderate income split, (f) affirmative marketing and (g) handicap accessibility. Developer further agrees that the affordable units shall be subject to deed restrictions on income limits for at least a period of thirty (30) years in accordance with UHAC's standard deed restriction.

3.2 Mansfield and the Developer agree that of the total number of affordable housing units ultimately constructed on the Property, at least fifty percent (50%) of the affordable housing units shall be available for very low income and low income households and the remaining fifty percent

(50%) of the affordable housing units will be available to moderate income households as defined in the New Jersey Fair Housing Act and UHAC, and any other applicable regulations.

3.3 Mansfield and Developer further agree that in addition to the immediately preceding Section 3.2, that thirteen percent (13%) of the affordable housing units ultimately constructed on the Property shall be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.

3.4 At the time that fifty per cent (50%) of the nonresidential warehouse buildings are constructed, the 96 units of affordable housing shall be constructed.

3.5 Developer agrees that Developer will not apply any state and federal subsidies and/or tax credits to defray the cost of construction of the affordable units and agrees that it has sufficient resources and the ability to have the ninety six (96) constructed without government subsidies or tax credits.

3.6 The Township shall have the right to approve any third party affordable housing developer, which said approval shall not be unreasonably withheld, to insure the satisfactory development and management of the affordable housing units, the creation of the required HOA, and to insure adequate funding, including reserves.

3.7 The Developer agrees to execute and record such instruments as may be necessary to effectuate the terms of this Article.

ARTICLE IV – FARMLAND PRESERVATION

4.01 Developer and the Township agree to enter good faith negotiations with each other and with the County of Burlington to execute agreements as may be necessary in order to include property located at Block 41, Lot 11.01 and Block 33.01, Lot 19.03 as shown on the official tax map of the Township); or such other alternative properties agreed to between Developer and the Township within one hundred eighty (180) days of the date that this Agreement is executed by all parties (the "Farmland Lots") as part of the Burlington County Farmland Preservation Easement Purchase Program. Developer, the Township, and the County of Burlington agree to preserve the Farmland Lots as part of the Burlington County Farmland Preservation Easement Purchase Program, then Developer agrees to record deed restrictions on the Farmland Lots as may be necessary in order to effectuate such farmland preservation. The Township shall not bear any costs in order to effectuate such preservation of the Farmland Lots, and Developer shall be responsible for its own costs and all costs and expenses of the Farmland Preservation of the Farmland Lots incurred by the Township, including legal fees, engineering review fees, and any other professional fees incurred by the Township during its review and negotiation of such agreements to preserve the Farmland Lot, to be paid from the Redevelopment Escrow.

4.02 Developer may, at its sole option and discretion, may also satisfy the Farmland Preservation requirement herein by donating the Farmland Lots to the Township, subject to the Township's acceptance of same, for use as open space.

4.03 If, upon the Owner's assumption of the Developer's rights and obligations under this Agreement, the Farmland Lots are not then available to be purchased by Owner at the values to be agreed to under this Article IV, the Owner may, with Township's consent, not to be unreasonably withheld, substitute other parcels of land within the Township with substantially the same value as the Farmland Lots.

ARTICLE V – PRIVATE ROAD

5.01 Subject to the provisions of Section 5.02 of this Agreement, below, Developer agrees to construct a private road (the "Private Road") on the Property as shown on Exhibit D ("**Private Road Plan**") with access to Route 130 at an intersection to be developed at a point north of the current intersection of Kinkora Road and Route 130. Developer and the Township agree that the purpose of the Private Road is to prevent truck traffic to and from the Project on Kinkora Road. Accordingly, Developer and the Township agree that the Private Road shall be used for truck and any other traffic to and from the Project and for general public use, and further agree that truck traffic to and from the Project shall be prohibited on Kinkora Road, but all other forms of traffic to and from the Project shall be permitted on Kinkora Road. The Township shall be responsible for snow removal of the Private Road at the same time and in such manner as it is responsible for snow removal on Kinkora Road.

5.02 The Private Road Plan and construction of the Private Road is subject to approval by the New Jersey Department of Transportation ("**NJDOT**") and the Burlington County Planning Board ("**BCPB**"), and is further subject to wetlands and riparian zone constraints. Developer and the Township explicitly agree that in the event NJDOT and/or BCPB shall fail to approve or shall amend the Private Road Plan, or if the Private Road Plan is untenable in Developer's sole discretion due to wetlands or riparian zone constraints, such failure to approve or such amendment by NJDOT and/or BCPB, and/or such determination by Developer that the Private Road Plan is untenable, shall not in any way affect the other terms of this Agreement. In any such eventuality described in this Section 5.02, Developer and the Township agree to negotiate in good faith for the development of a different private road configuration on the Property for truck and other traffic to and from the Project, such that Kinkora Road will not be used for truck traffic to and from the Project, but may be used for all other traffic to and from the Project.

5.03 For the avoidance of doubt, the Planning Board agrees to expeditiously review with reasonable diligence any land use applications that may be necessary for the development of the Private Road as contemplated in Section 5.01 of this Agreement, or for the development of any such alternative private road configuration as contemplated in Section 5.02 of this Agreement.

5.04 Mansfield agrees to cooperate with and support the Developer with respect to any applications made by the Developer to the NJDOT or BCPB to obtain approval for the Private Road as contemplated in Section 5.01 of this Agreement, or for the development of any such alternative private road configuration as contemplated in Section 5.02 of this Agreement.

ARTICLE VII - MISCELLANEOUS

7.01 The Parties agree that the exclusive jurisdiction/venue for any dispute under this Agreement shall be by motion or post-judgment relief in this Litigation and that a prevailing movant or plaintiff in such motion or action shall be entitled to reasonable attorney's fees and court costs.

7.02 The Parties agree that the terms and conditions of this Amendment shall be severable. In the event that any provision of this Amendment is adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining provisions of this Amendment.

7.03 The Parties agree this Amendment shall be governed by and construed under the laws of the State of New Jersey.

7.04 The Parties agree this Amendment shall not be modified, amended, or altered in any way except by a writing signed by each and every Party.

7.05 The Parties agree this Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. PDF signatures shall be deemed to be originals.

7.06 The Parties acknowledge that each has entered into this Amendment on its own volition without coercion or duress after consulting with its counsel, that each party possesses the authority to sign the Amendment, that this Amendment contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

7.07 The Parties acknowledge and agree that each Party has participated in the review and drafting of this Amendment, and therefore the presumption of resolving ambiguities against any one Party shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Amendment; and (ii) it has conferred due authority for execution of this Amendment upon the persons executing it.

7.08 The Parties agree this Amendment constitutes the entire Amendment 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.

7.09 The Parties agree that all notices required under this Amendment shall be written and shall be served upon the respective Party by certified mail, return receipt requested, or by a recognized overnight or personal carrier. Alternatively, the Parties agree that notice may be given by e-mail, so long as the same notice is served in writing on the following business day by certified mail, return receipt requested, or by a recognized overnight or personal carrier.

7.10 In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any alleged default, the party alleging the default must provide written notice of said alleged default and provide to the other party or parties alleged to be in default, a reasonable opportunity to cure the alleged default within ten (10) business days, or as such period of time that may be appropriate. In the event that the alleged default is not cured within ten (10) business 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.

7.11 Notices shall be deemed received upon the date of delivery and/or the date of e-mail. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO THE TOWNSHIP:

Linda Semus
Township Clerk
3135 Route 206 South, Suite 1
Columbus, New Jersey 08022
Phone: 609-298-0542 ext. 1011
E-Mail: clerk@mansfieldtwp.com

With a copy to:

Timothy M. Prime, Esq.
Township Solicitor
14000 Horizon Way, Suite 325
Mount Laurel, New Jersey 08054
Phone: 856-273-8300
E-Mail: tim@primelaw.com

TO THE PLANNING BOARD:

Ashley Jolly
Land Use Administrator
3135 Route 206 South, Suite 1
Columbus, New Jersey 08022
Phone: 609-298-0542 ext. 1025
E-Mail: landuse@mansfieldtwp.com

With a copy to:

Jerry Dasti, Esq.
Planning Board Attorney
100 Horizon Center Boulevard
Hamilton, New Jersey 08691
Phone: 609-971-1010
E-Mail: jdasti@dmmlawfirm.com

TO THE OWNER:

Tower Gate Associates
c/o Paris Ackerman LLP
120 Eagle Road Avenue, Suite 315
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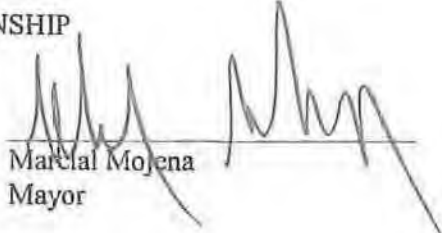
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above:

ATTEST:




Linda Semus, RMC
Township Clerk

TOWNSHIP



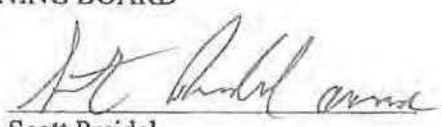
Marcial Mojena
Mayor

ATTEST:



Linda Semus, RMC
Township Clerk

PLANNING BOARD



Scott Preidel
Chairman

ATTEST:



Ben Schorr

OWNER: Tower Gate Associates



Zarch Beylerian, Partner

ATTEST:



Ben Schorr

DEVELOPER



Seth Gerzberg
AATGMN PROPERTY, LLC

EXHIBIT A
CONCEPT PLAN

EXHIBIT B

REDEVELOPMENT STANDARDS

Article XXXVI_R-7 Mixed-Use Overlay District

Purpose

The purpose of the R-7 MU Mixed-Use Overlay District is to provide an optional zoning scheme that contemplates an affordable housing development that is intended to assist the Township of Mansfield in satisfying a portion of its fair share housing obligation, along with the development of an industrial facility consisting of multiple buildings and related improvements.

Description of Zone Boundary

The boundary of the R-7 MU Mixed-Use Overlay District shall encompass the property identified as Block 70, Lots 6.01 and 6.02, which shall hereafter be referred to as the "Tract." The overlay district boundary shall extend to the centerline of the mapped rights-of-way contiguous to the Tract. The municipal Zoning Map is hereby amended to reflect same.

General Provisions

- A. The MU Overlay District provides an optional overlay zoning that maintains and does not supersede the underlying R-7 (Block 70, Lot 6.02) and R-1 (Block 70, Lot 6.01) zoning of the Tract.
- B. Affordable Housing. Any development of the Tract pursuant to the R-7 MU Overlay District shall contain exactly 96 dwelling units affordable to low- and moderate – income households in accordance with the Superior Court's February 18, 2020, Order approving the Settlement Agreement in the matter of Tower Gate Associates v. Township of Mansfield, et al., Docket No.: L-1739-18.
- C. The affordable units shall be deed restricted in accordance with the provisions of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq ("UHAC"), which shall govern the number of bedrooms and rents for the affordable units.
- D. All affordable units shall comply with the regulations of UHAC and/or the New Jersey Council on Affordable Housing ("COAH"), as may be applicable, including, but not limited to those concerning (a) income qualification, (b) phasing requirements, (c) deed restrictions, (d) bedroom distribution, (e) low/moderate income split, (f) affirmative marketing, and (g) handicap accessibility.
- E. All affordable units shall be subject to affordability controls for a period of at least thirty (30) years following the initial certificate of occupancy for the affordable unit and upon the conclusion of that thirty (30) year period the municipality's decision as to when and whether to extinguish affordability controls shall be governed by the applicable UHAC provisions.
- F. Except as expressly stated in this Ordinance, the development regulations set forth in this Article shall apply to the Tract as a whole, respectively, not to individual lots which may be created therein.
- G. A project to be developed pursuant to the R-7 MU Overlay Zone may be of such a size or type so as to make sectionalization by subdivision and the use of different forms of ownership a practical necessity. Therefore, a technical subdivision for such a project may be required for marketing or

financing purposes. An application for technical subdivision approval may be submitted with an application for approval of a site plan, or subsequent to the issuance of such an approval. Such an application shall be considered as a technical subdivision and treated as a minor subdivision application without the necessity to obtain bulk variances that would technically be required subject to the following:

- a. The purpose of the application is to create a new lot for the purpose of financing or transfer of ownership within a development which is, or has been, the subject of site plan approval.
- b. A technical subdivision may not substantially modify or otherwise adversely impact on the integrity of a previously approved development plan.
- c. A technical subdivision must not reduce, limit, or modify parking or access to parking.
- d. If a technical subdivision includes the division of parking or other common areas or facilities, the subdivision shall be conditioned upon appropriate easements for parking, access, signage, stormwater management and/or utilities where necessary.

H. The Tract shall be permitted to be constructed in one or more phases.

I. Open space. A minimum of 25% of the tract shall be dedicated as undisturbed open space or improved open space.

Use Regulations

A. Residential Area –

- a. Permitted Principal Uses, as defined in § 65-195.A:
Affordable Housing units including
 - 1. Multifamily buildings
 - 2. Townhouses
- b. Permitted Accessory Uses and Structures
 - i. Parking
 - ii. Playgrounds and recreational amenities
 - iii. Clubhouses
 - iv. Other uses and structures that are customarily incidental and subordinate to a permitted principal use.

B. Warehouse Area

- a. Permitted Principal Uses
 - i. Light industrial uses
 - ii. Light manufacturing
 - iii. Fabrication
 - iv. Assembly
 - v. Logistic/Warehouse uses
 - vi. Distribution centers,¹ but excluding last mile fulfillment facilities²

¹ Defined as a transit hub that ships from business to business, and to fulfillment centers, and typically does not deliver to end-users (i.e., external customers).

² Defined as a facility that moves goods to their final delivery destination for use or consumption, which is typically a residence,

- vii. Wholesaling³
 - viii. Flex space⁴
 - ix. Indoor recreation
 - x. Scientific or research facilities
 - xi. Business or professional offices, including for contractors/tradespeople
 - xii. Indoor agriculture
 - xiii. Parking and storage of light commercial vehicles, semi-trailer trucks, and truck and trailer bodies.
- b. Permitted Accessory Uses and Structures
- i. Parking, including trailer parking
 - ii. Stormwater management facilities
 - iii. Rooftop wind, solar, and photovoltaic energy facilities
 - iv. Other uses and structures that are customarily incidental and subordinate to a permitted principal use.

Area and Bulk Regulations

A. Residential Area

- a. Yield – no more and no less than 96 affordable dwelling units shall be provided within the Residential Area. No other principal residential uses are permitted.
- b. Minimum Size: 5 acres
- c. Maximum Building Height
 - i. Principal buildings: 3.5 stories / 45 feet
 - ii. Accessory clubhouse buildings: 3.5 stories/45 feet
 - iii. Other accessory buildings or structures: 15 feet
- d. Minimum Building Setbacks
 - i. Minimum front yard setback: 50 feet
 - ii. Minimum principal building to principal building setback: 40 feet
 - iii. Minimum accessory building side and rear yard setback: 5 feet
- e. Maximum dwellings per building: 36
- f. Maximum Impervious Coverage: 70% (inclusive of any required right of way dedication(s))
- g. A minimum of 30,000 square feet of lot area shall be dedicated to an outdoor amenity area for residents.

B. Warehouse Area

- a. Yield – no more than 1,100,000 square feet of gross floor area shall be constructed within the Warehouse Area.
- b. Minimum Size: 100 acres

utilizing a fleet of small trucks and vans under a gross vehicle weight of 16,000 lbs. (US Truck Class 4 and below).

³ Defined as establishments or places of business primarily engaged in selling merchandise to other businesses, including retailers; industrial, commercial, or professional business users; and other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies. Wholesaling shall not include any direct-to-consumer retail sales.

⁴ Any combination of permitted uses housed in an enclosed building or buildings, utilizing such common facilities such as parking, pedestrian walkways, shared truck courts and circulation, utilities, and sanitary facilities, having a combined minimum floor area of 100,000 square feet. Any combination of the above permitted uses.

- c. Maximum Building Height
 - i. Principal buildings: 60 feet
 - ii. Accessory buildings or structures: 15 feet
- d. Minimum lot frontage: 200 feet
- e. Minimum Principal Building Setbacks
 - i. Front: 50 feet
 - ii. Side: 100 feet
 - iii. Rear: 50 feet
 - iv. Minimum distance between buildings: 50 feet
- f. Minimum Accessory Structure Setback: 5 feet
- g. Minimum Sound Buffering Structure Setback: 20 feet and may be constructed in a buffer.
- h. Maximum Impervious Coverage: 50%
- i. Required buffer to residential area: A landscaped buffer area with a minimum width of 100 feet shall be provided along the boundary of the Residential Area. Landscaping within the required buffer area shall be composed of a mixture of deciduous and evergreen trees, shrubs, grasses, and other plantings and fencing to the extent allowed by applicable NJDEP rules and regulations so as to provide a continuous, year-round buffer to mitigate impacts to the residential buildings to the satisfaction of the Township Planner's requirements.
- j. Required buffer to Crystal Lake Park: A buffer area with a minimum width of 30 feet shall be provided along the boundary of Crystal Lake Park. Landscaping within the required buffer area shall be composed of a mixture of deciduous and evergreen trees, shrubs, grasses, and other plantings and fencing to the extent allowed by applicable NJDEP rules and regulations so as to provide a continuous, year-round buffer to mitigate impacts to the park to the satisfaction of the Township Planner's requirements.

Parking Requirements

- A. Residential Area
 - a. Parking shall be provided in accordance with the NJ Residential Site Improvement Standards (RSIS)
- B. Warehouse Area
 - a. On-site vehicle parking shall be provided in accordance with the following requirements:
 - i. Warehouse/wholesale/distribution facilities: 1 space per 5,000 square feet
 - ii. Light industrial: 3 spaces per 1,000 square feet
 - iii. Offices: 4 spaces per 1,000 square feet
 - iv. Flex space: 1 space per 1,000 square feet
 - v. Indoor agriculture: 1 space per 5,000 square feet
 - vi. Indoor recreation: 1 space per 1,000 square feet
 - b. Where any calculation results in a fraction of a space, the required amount of off-street parking shall be rounded up to the nearest whole number.
 - c. All projects shall comply with State law P.L. 2021, c. 171 (C.40:55D-66.18 through C.40:55D-66.20) regarding electric vehicle/service equipment (EVSE) and Make-Ready parking spaces, as applicable.

- d. An applicant may request to land bank up to 30% of the total required parking spaces subject to the review and approval of the Planning Board.

Sign Requirements

- A. Signage for the Residential Area shall be subject to §65-112 and the general requirements as set forth in Article XXV.
- B. Signage for the Warehouse Area shall be subject to §65-113.2 and the general requirements as set forth in Article XXV.

Maximum Coverage and Minimum Open Space Notes

Combined, Block 70, Lot 6.01 (2.94 acres) and 6.02 (118.64 acres) amount to roughly 121.58 acres. (Lot 6.01 was not originally part of the R-7 MU district.) A developer could easily construct all 96 affordable residential units on a site of less than 10 acres. That would leave about 111 acres of land for warehouse development. Thus, the current draft ordinance could permit 2 warehouse tracts of 50 acres each.

Towergate wanted to build 3 warehouse buildings totaling 1,275,000 SF (or 29.3 acres of warehouse space) on that roughly ±110 acres of remaining land. Page 15 of the Otteau Group's *Consulting Report* (03/08/22) illustrates Towergate's proposed conceptual affordable housing and warehouse site plan. It indicates that the amount of land dedicated to vehicular circulation, parking, and loading pavement is about the same as that dedicated to building space, or even less. (A similar coverage assumption was used to calculate and estimate impervious surface coverages for the 2017 Burlington County Wastewater Management Plan.)

The earlier draft ordinance would permit a maximum of 1,100,000 SF (or 25.3 acres of warehouse space) on each 50-acre tract, as long as the total impervious coverage would not exceed 70% (or 35 acres). If the vehicular circulation, parking, and loading pavement were the same as that dedicated to building space, then each 50-tract could expect about 17.5 acres (762,300 SF) of warehouse space. So, hypothetically, two 50-acre tracts could generate about 1,524,600 SF of warehouse space, or 39% more than the total 1,100,000 SF that the Township Committee was considering.

If the minimum Warehouse Area size were increased to 110 acres and the maximum impervious coverage were decreased to 50%, and if the amount of land dedicated to vehicular circulation, parking, and loading pavement is about the same as that dedicated to building space, then 25% of 110 acres could generate about 27.5 acres (or 1,197,900 SF) of warehouse space.

EXHIBIT C

PILOT SCHEDULE

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EXHIBIT D

PRIVATE ROAD PLAN

EXHIBIT A

ZONING STANDARDS

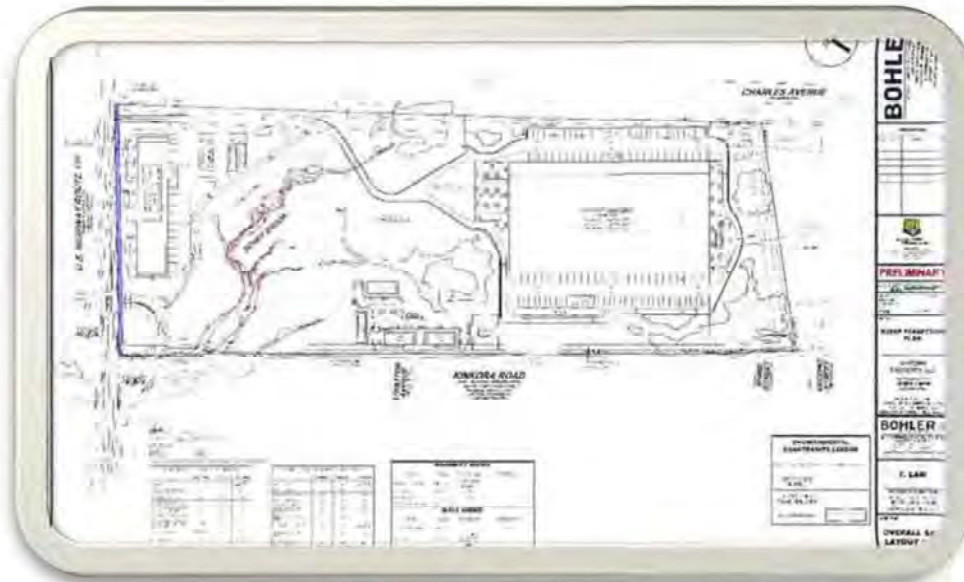
EXHIBIT B

CONCEPT PLAN

Exhibit A-1
Tower Gate Redevelopment Plan

April 12, 2023, original
 May 5, 2023, corrected
 ERI # 87068-02

**TOWER GATE STUDY AREA
 NON-CONDEMNATION REDEVELOPMENT PLAN**



**2684 Kinkora Road (Block 70, Lot 6.01) &
 Southeast corner of US Route 130 & Kinkora Road (CR 678)
 (Block 70, Lot 6.02)
 Mansfield Township, Burlington County, NJ**

Prepared For
 Mansfield Township
 Municipal Building
 3135 Route 206 South, Suite 1
 Columbus, NJ 08022

Prepared By

Edward E. Fox III, AICP, PP
 NJ PP #33L100510400
 Environmental Resolutions, Inc.
 815 East Gate Drive, Suite 103
 Mount Laurel, NJ 08054



*The original document was appropriately signed and sealed in accordance with
 Chapter 41 of Title 13 of the State Board of Professional Planners.*

ACKNOWLEDGMENTS

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Edward Fox, AICP PP, Board Planner

Mansfield Township Committee

Hon. Marcial Mojena, Mayor
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Daniel Golenda
Brian Sisz
Robert Tallon

Mansfield Township Staff

Michael Fitzpatrick, Township Administrator
Linda Semus, Township Clerk
Edward Ruggiano, Zoning Officer

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APPENDICES

Appendix A

Combined Land Use Board Resolution 2023-4-8.

Township Committee Resolution 2023-4-14.

Appendix B

Figure 1: General Location Map

Figure 2: Zoning Map

Figure 3: Adjacent Tax Parcel Map

Appendix C

Concept Plan with Schiff Brook Truck Limit Line

Bohler Engineering

Dated 2/23/23, Revised 03/31/23

(subject to change)

I. INTRODUCTION

This redevelopment plan relates solely to a 122-acre tract (Block 70, Lots 6.01 and 6.02) in the Tower Gate Non-Condemnation Redevelopment Area, which the Township Committee designated as a non-condemnation redevelopment area on April 19, 2023, via Resolution 2023-4-14, upon consideration of Combined Land Use Board recommending such on April 17, 2023, via Resolution 2023-4-8. (See **Appendix A.**) The boundaries of the “Project Area” for this redevelopment area are the same as Block 70, Lots 6.01 and 6.02, are shown on the following location maps, which are included in **Appendix B.**

Figure 1: USGS Location Map

Figure 2: Zoning Map

Figure 3: Tax Parcel Map

The primary purpose of this *Tower Gate Study Area Non-Condemnation Redevelopment Plan* (Redevelopment Plan) is to facilitate the development of 96 dwelling units deed restricted for affordability to low- and moderate-income households in accordance with the Superior Court’s February 18, 2020, Order approving the Settlement Agreement in the matter of Tower Gate Associates v. Township of Mansfield, et al., Docket No.: L-1739-18. The secondary purpose is to facilitate the development of warehouse, trucking, and/or distribution facilities and associated office spaces to subsidize affordable housing on this tract.

II. DEFINITIONS

The following definitions, which are set forth in N.J.S.A. 40A:12A-3 of the Local Redevelopment and Housing Law (LRHL), are pertinent to this redevelopment plan:

Redevelopment -- means clearance, re-planning, development and redevelopment; the conservation and rehabilitation of any structure or improvement, the construction and provision for construction of residential, commercial, industrial, public or other structures and the grant or dedication of spaces as may be appropriate or necessary in the interest of the general welfare for streets, parks, playgrounds, or other public purposes, including recreational and other facilities incidental or appurtenant thereto, in accordance with a redevelopment plan.

Redevelopment area or area in need of redevelopment - means an area determined to be in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6)... a redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

Redevelopment Plan -- means a plan adopted by the governing body of a municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or an area in need of rehabilitation, which plan shall be sufficiently complete to indicate its relationship to definite municipal objectives as to appropriate land uses, public transportation and utilities, recreational and municipal facilities, and other public improvements; and to indicate proposed land uses and building requirements in the redevelopment area or area in need of rehabilitation, or both.

Redevelopment Project -- means any work or undertaking pursuant to a redevelopment plan; such undertaking may include any buildings, land, including demolition, clearance or removal of buildings from land, equipment, facilities, or other real or personal properties which are necessary, convenient, or desirable appurtenances, such as but not limited to streets, sewers, utilities, parks, site preparation, landscaping and administrative, community, health, recreational, educational, welfare facilities.

III. REDEVELOPMENT PLAN

A. Property Description

The Redevelopment Plan's 122-acre Project Area includes Block 70, Lots 6.01 and 6.02, which are located on the southern (eastbound) side of US Route 130 midway between Hedding-Kinkora Road, or Kinkora Road, (CR 678) and Crafts Creek, which separates Mansfield and Bordentown townships. It is located on New Jersey Transit Bus Route 409 and within 1.5 miles of the New Jersey Transit River Line Roebbling Station. Immediately east of the Study Area lies Burlington County's 370-acre Crystal Lake Park, and to the south of the Study Area is the Township's rural Hedding neighborhood. Farms and large-lot homes along Kinkora Road flank the Study Area to the west, while the area to the north is relatively undeveloped. (See **Fig. 1: General Location** map.)

Lot 6.01 has been developed for a single-family detached dwelling. Lot 6.01 is primarily forested with an arable section on the southern end of the parcel near the Hedding neighborhood.

a) Existing Zoning

Lot 6.01 - The following uses are permitted in the R-1 zoning district, in which this parcel lies:

Permitted uses:

- A. Single-family detached housing, including senior citizen housing, community residences for the developmentally disabled, community shelters for victims of domestic violence, community residences for the terminally ill, community residences for persons with head injuries, family day-care home, and group homes for the placement of children;
- B. Government buildings, facilities and uses;
- C. Substation, electric and gas facilities, sewage lift station, water pumping station, transmission lines, gas regulator stations;
- D. Model homes or sales offices within a subdivision;
- E. Agricultural uses in accordance with Article XXIII, Farm Regulations;
- F. Residential cluster in accordance with Article XVIII;
- G. Township- or County-owned-and-operated parks and recreation, including active, both indoor and outdoor facilities, and passive recreation; and
- H. Public or private nonprofit elementary and/or secondary schools.

Conditional uses:

- A. Cemeteries;
- B. Churches and places of worship;
- C. Accessory apartments;
- D. (Reserved);
- E. Country clubs, swim clubs, or golf courses;
- F. Clubs and lodges and all associated functions; and
- G. Convalescent homes and nursing homes.

Accessory uses:

- A. Customary accessory residential uses, including private garages and utility sheds;
- B. Private swimming pools; and
- C. Private greenhouses.

Lot 6.02 – This parcel lies within the R-7 district, the primary purpose of which is to provide for inclusionary development intended to assist the Township of Mansfield in satisfying a portion of its fair share housing obligation. The current zoning permits the development of up to 560 residential units and 40,500 gross square feet of commercial development. The following uses are permitted in the R-7 zoning district, in which this parcel lies:

Permitted principal uses.

- A. Multifamily buildings;
- B. Townhouses;
- C. Age-restricted housing within multifamily buildings, townhouses, or mixed-use buildings;
- D. Commercial uses, within 1,500 feet of U.S. Route 130, including any one or more of the following uses, in any combination:
 - 1. Any use permitted in the C-2 Highway Commercial District, except for:
 - a. Automobile repair shops;
 - b. Automobile sales, agencies and services for new and used vehicles;
 - c. Clubs and lodges and all associated functions; and
 - d. Mortuaries.
 - 2. Retail stores, shops, and services (including drive-through services).
 - 3. Restaurants, eateries, and drinking establishments (including drive-through, drive-in, and take-out/walk up window services, and refreshment stands).
 - 4. Grocery stores.
 - 5. Offices (general, professional, government, or medical).
 - 6. Banks, credit unions and ATM kiosks (including drive-through and walk up).
 - 7. Gyms, health clubs, and fitness centers.
 - 8. Child-care centers, subject only to state child-care licensing requirements.
 - 9. Adult day-care facilities.
 - 10. Tutoring, educational, or training establishments.
 - 11. Hotels.
 - 12. Gasoline service stations (specifically excluding the requirements of § 65-37).
 - 13. Shopping centers (specifically excluding the requirements of §§ 65-39 and 65-40).
 - 14. Medical facilities, such as urgent care, pain management, dialysis, and like facilities; and
 - 15. Convenience stores (without or without gasoline service stations).
- E. Open space;
- F. Farming, per § 65-89;
- G. Central sewage facilities;
- H. Central water storage, pumping, treatment, and conveyance facilities; and
- I. Mixed-use buildings consisting of any combination of the above uses, in one or more buildings, within 1,500 feet of U.S. Route 130.

Permitted accessory uses.

- A. Clubhouses, community swimming pools (specifically excluding the requirements of § 65-91), and community buildings;
- B. Management offices;
- C. Recreational facilities (indoor and/or outdoor);
- D. Patios, decks, sheds, terraces, or balconies;
- E. Parking facilities and garages, either surface (open air) or enclosed;
- F. Enclosed storage facilities;
- G. Home office uses per § 65-95.1;
- H. Drive-through and drive-up windows;
- I. Outdoor seating and delivery service for restaurants and eateries;
- J. Rooftop recreation facilities on multifamily buildings; and
- K. Any other use customarily incidental to a principal use.

B. Redevelopment Plan

In N.J.S.A. 40A:12A-7a., the LRHL requires all redevelopment plans to "include an outline for the planning, development, redevelopment, or rehabilitation of the Project Area...."The LRHL requires the outline to indicate the following information:

a) Relationship to Definite Local Objectives

N.J.S.A. 40A:12A-7a.(1) requires the redevelopment plan to indicate:

Its relationship to definite local objectives as appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

The Mansfield Township Planning Board (Board) adopted Resolution 2022-3 at its most recent master plan reexamination report at a public hearing on March 17, 2022. The following comments describe the relationship of this redevelopment plan to definite local objectives in the Township Master Plan, as identified by the LRHL:

1.a Land Use Objectives

The Redevelopment Plan correlates to the following objectives:

Development and redevelopment in these areas should use creative land use and design techniques to ensure that it does not exceed the capacity of natural and infrastructure systems and protects areas where public investments in farmland preservation and open space preservation have been made.

This Redevelopment Plan provides an overlay zoning option that promotes the development of 96 affordable dwelling units, as well as warehouse / logistics and other industrial uses, within the land's natural carrying capacity. By Court Order dated March 15, 2022, in the case of Tower Gate Associates v. Bordentown Sewerage Authority and Township of Mansfield, Docket No. BUR-L-1309-21, the court granted Tower Gate's Motion for Summary Judgment and ordered Bordentown Sewerage Authority to ensure the provision of sanitary sewer conveyance and treatment capacity to the Tower Gate development.

Development and redevelopment in these areas should maintain and enhance the natural resources and rural character of the area.

This Redevelopment Plan requires that 25% of the Tract be deed restricted as open space for natural resource conservation purposes.

1.b Population Density / Housing Objectives

The Redevelopment Plan correlates to the following objectives:

Ensure that housing in general-and in particular affordable, senior citizen, special needs and family housing-is developed with access to a range of commercial, cultural, educational, recreational, health, and transportation services and facilities in Columbus.

This Redevelopment Plan locates 96 units of deed restricted affordable housing about 0.5 miles south of US Route 130 and 0.5 miles north of Hedding Village, roughly a 10-minute walk in either direction. NJ Transit bus service is available along the highway and recreational facilities are available in Hedding. The housing site is about 3.5 miles from Columbus.

1.c Traffic and Public Transportation Objectives

This Redevelopment Plan provides for the development of warehouse / logistics and other industrial uses on the US Route 130 corridor at the northwest corner of the Township that will be prohibited from using Kinkora Road (CR 678) but for the portion of Kinkora Road beginning at the point of intersection with Route 130 and continuing southerly until where the main stem of Schiff Brook meets Kinkora Road as

depicted in the Concept Plan attached as Appendix B. The portion of Kinkora Road between Route 130 and Schiff Brook may be used for site access. The 2004 Circulation Element identified the intersection of US Route 130 and Kinkora Road as a major intersection problem. The 2022 Master Plan Reexamination Report identified that heavy truck uses on county and local roads was a threat to public safety.

The Redeveloper will be required to prohibit Class 6 medium duty commercial trucks and heavier vehicles (GVWR >16,000 lbs.) associated with the Project Area from travelling and parking on Kinkora Road (CR 678) but for the portion between the point of intersection with Route 130 until the main stem of Schiff Brook which may be used for site access as depicted on the Concept Plan attached as Appendix B. The Redeveloper shall improve the intersection of US Route 130 and Kinkora Road (CR 678) or relocate the intersection and realign the western terminus of the County road on the Tract to improve vehicular and pedestrian traffic safety.

1.d Public Utilities / Infrastructure Objectives

Because the proposed warehouse / logistics and other industrial uses and the affordable housing will utilize public water service from New Jersey American Water and sanitary sewer service from the Bordentown Sewerage Authority , the Redevelopment Plan reflects the Master Plan's local objectives of encouraging public utilities and infrastructure in Columbus and other establishes villages in the Township.

1.e Recreational and Community Facilities Objectives

This Redevelopment Plan does not promote future recreational and community facilities, other than those reserved for the proposed affordable housing development.

1.f Other Public Improvement Objectives

Not applicable.

2. Proposed Land Uses and Building Requirements

N.J.S.A. 40A:12A-7a.(2) requires the redevelopment plan to indicate:

Proposed land uses and building requirements in the Project Area.

This Redevelopment Plan proposes that the Project Area, or Tract, be designated as Article XXXVI R-7 Mixed-Use Overlay District in Mansfield Township Code Chapter 65 Zoning, as described below:

R-7 Mixed-Use (MU) Overlay District

2a. Purpose

The purpose of the R-7 MU Overlay District is to provide an optional zoning scheme that contemplates an affordable housing development that is intended to assist the Township of Mansfield in satisfying a portion of its fair share housing obligation, along with the development of an industrial facility consisting of multiple buildings and related improvements.

2b. Description of Zone Boundary

The boundary of the R-7 MU Overlay District shall encompass the property identified as Block 70, Lots 6.01 and 6.02, which shall hereafter be referred to as the "Tract." The overlay district boundary shall extend to the centerline of the mapped rights-of-way contiguous to the Tract. The municipal Zoning Map is hereby amended to reflect same. A mixed-use development that includes the principal permitted uses of the Warehouse Development Area shall comply with the R-7 MU Overlay District standards and not the R-7 Zone, provided that, as previously agreed by the Township in the settlement agreement resulting in the R-7 Zone, the provisions of Code Section 65-194.F shall apply; except that any application shall submit a Traffic Impact Study pursuant to Mansfield Code Chapter 65-99.2., stormwater studies, including soil tests and borings, pursuant to Mansfield Code Chapter 48, and landscape, buffer and open space plans to the extent necessary to comply with the provisions of this Redevelopment Plan.

2c. General Provisions

- 1) This mixed-use overlay district provides an optional overlay zoning that maintains and does not supersede the underlying R-7 (Block 70, Lot 6.02) and R-1 (Block 70, Lot 6.01) zoning of the Tract.
- 2) Affordable Housing. Any development of the Tract pursuant to the R-7 MU Overlay District shall contain exactly 96 dwelling units affordable to low- and moderate – income households in accordance with the Superior Court's February 18, 2020, Order approving the Settlement Agreement in the matter of Tower Gate Associates v. Township of Mansfield, et al., Docket No.: L-1739-18.
- 3) The affordable units shall be deed restricted in accordance with the provisions of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq ("UHAC"), which shall govern the number of bedrooms and rents for the affordable units.
- 4) All affordable units shall comply with the regulations of UHAC and/or the New Jersey Council on Affordable Housing ("COAH"), as may be applicable, including, but not limited to those concerning (a) income qualification, (b) phasing requirements, (c) deed restrictions, (d) bedroom distribution, (e) low/moderate income split, (f) affirmative marketing, and (g) handicap accessibility.
- 5) All affordable units shall be subject to affordability controls for a period of at least thirty (30) years following the initial certificate of occupancy for the affordable unit in conformance with UHAC.
- 6) Except as expressly stated in this Ordinance, the development regulations set forth in this Article shall apply to the Tract as a whole, respectively, not to individual lots which may be created therein.

- 7) A project to be developed pursuant to the R-7 MU Overlay Zone may be of such a size or type so as to make sectionalization by subdivision and the use of different forms of ownership a practical necessity. Therefore, a technical subdivision for such a project may be required for marketing or financing purposes. An application for technical subdivision approval may be submitted with an application for approval of a site plan, or subsequent to the issuance of such an approval. Such an application shall be considered as a technical subdivision and treated as a minor subdivision application without the necessity to obtain bulk variances that would technically be required subject to the following:
 - a) The purpose of the application is to create a new lot for the purpose of financing or transfer of ownership within a development which is, or has been, the subject of site plan approval.
 - b) A technical subdivision may not substantially modify or otherwise adversely impact on the integrity of a previously approved development plan.
 - c) A technical subdivision must not reduce, limit, or modify parking or access to parking.
 - d) If a technical subdivision includes the division of parking or other common areas or facilities, the subdivision shall be conditioned upon appropriate easements for parking, access, signage, stormwater management and/or utilities where necessary.
- 8) The Tract shall be permitted to be constructed in one or more phases.
- 9) The Redeveloper has provided a Concept Plan identifying which portions of the Tract shall be designated for residential uses, warehouse uses, and natural resource protection. (See Appendix B.) A minimum of 25% of the Tract shall be deed restricted as open space for natural resource conservation purposes. The remainder of the tract shall include a residential area and a warehouse development area.
- 10) This Redevelopment Plan incorporates the following chapters of the Mansfield Township Code Chapters: 16B Driveway and Apron Construction Standards; 19A: Right to Farm; 22: Flood Damage Prevention; 27: Land Use Procedures; 32: Noise Control; 41: Rezoning of Land; 44A: Site Plan Review; 48: Stormwater Control; 50: Subdivision of Land; 60A: Trees, Shrubbery and Landscaping; 60B: Tree Removal; 63A: Water Resource Buffer Conservation Zones; 65: Zoning; and A70: Land Use Fees. Notwithstanding the foregoing, any development application submitted under the R-7 MU Overlay District shall have the same submission exemptions as set forth in Code Section 65-194.F; except that any development application shall include a Traffic Impact Study pursuant to Code Section 65-99.2.

2d. Use Regulations

1) Residential Area

- a) Permitted Principal Uses, as defined in § 65-195.A:
 - i. Affordable Housing units, including multi-family and townhouse dwellings.
 - ii. More than one principal structure may be permitted per lot in the Residential Area
- b) Permitted Accessory Uses and Structures
 - i. Parking.
 - ii. Playgrounds and recreational amenities.
 - iii. Clubhouses, which may include areas for leasing, maintenance, and amenities for residents.
 - iv. Maintenance buildings, which may include maintenance, security, trash, and recycling.
 - v. Community gardens.
 - vi. Other uses and structures that are customarily incidental and subordinate to a permitted principal use.

2). Warehouse Development Area

a). Permitted Principal Uses

- i. Light industrial uses.
- ii. Light manufacturing.
- iii. Fabrication.
- iv. Assembly.
- v. Logistic / warehouse uses.
- vi. Cold storage uses.
- vii. Distribution centers¹, but excluding last mile fulfillment facilities.²
- viii. Wholesaling.³
- ix. Flex space.⁴
- x. Indoor recreation.
- xi. Scientific or research facilities.
- xii. Business or professional offices, including for contractors / tradespeople.
- xiii. Outdoor and indoor agriculture and horticulture, per § 65-89.
- xiv. Parking and storage of light commercial vehicles, semi-trailer trucks, and truck and trailer bodies.
- xv. Open space, including:
 1. Fish and wetlands management uses,
 2. Forestry.
 3. Private and public passive parks and recreational areas.
 4. Private and public active parks and recreational areas, not to exceed two (2) acres in total area.
 5. Wildlife management uses, except hunting.
- xvi. More than one principal use and principal structure may be permitted per lot in the Warehouse Development Area.

¹ Defined as a transit hub that ships from business to business, and to fulfillment centers, and typically does not deliver to end-users (i.e., external customers).

² Defined as a facility that moves goods to their final delivery destination for use or consumption, which is typically a residence, utilizing a fleet of small trucks and vans under a gross vehicle weight of 16,000 lbs. (US Truck Class 4 and below).

³ Defined as establishments or places of business primarily engaged in selling merchandise to other businesses, including retailers; industrial, commercial, or professional business users; and other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies. Wholesaling shall not include any direct-to-consumer retail sales.

⁴ Defined as any combination of permitted uses housed in an enclosed building or buildings, utilizing such common facilities such as parking, pedestrian walkways, shared truck courts and circulation, utilities, and sanitary facilities, having a combined minimum floor area of 100,000 square feet. Any combination of the above permitted uses.

b) Permitted Accessory Uses and Structures

- i. Parking, including trailer parking.
- ii. Stormwater management facilities.
- iii. Sewage treatment facilities.
- iv. Rooftop wind, solar, and photovoltaic energy facilities.
- v. Rooftop cell towers and cellular equipment.
- vi. Other uses and structures that are customarily incidental and subordinate to a permitted principal use.

2e. Area, Bulk, and Height Regulations

1) Residential Area

- a) Minimum Area Size: 5 acres
- b) Area Yield – no more and no less than 96 affordable multi-family and townhouse dwelling units shall be provided within the Residential Area.
- c) Maximum Building Height
 - i. Principal buildings: 3.5 stories / 45 feet
 - ii. Accessory clubhouse buildings: 3.5 stories/45 feet
 - iii. Accessory maintenance buildings: 2 stories / 30 feet.
 - iv. Other accessory buildings or structures: 15 feet
- d) Minimum Building Setbacks
 - i. Minimum front yard setback: 50 feet as measured from the existing County right-of-way prior to any dedication that may be required
 - ii. Minimum principal building to principal building setback: 40 feet
 - iii. Minimum accessory building side and rear yard setback: 5 feet
- e) Maximum dwellings per building: 8 townhouse units, 36 multi-family units
- f) Maximum Area Impervious Coverage: 70% of Area, excluding public streets.
- g) A minimum of 30,000 square feet of Area shall be dedicated to an outdoor amenity area for residents.

2) Warehouse Area

- a) Area Yield – no more than 1,100,000 square feet of gross floor area shall be constructed within the Warehouse Area.
- b) Minimum Area Size: 100 acres.
- c) Maximum Building Height
 - i. Principal buildings: 60 feet.
 - ii. Water tower: 50 feet.
 - iii. Other accessory buildings or structures: 15 feet.
- d) Minimum Area frontage along a public street: 200 feet
- e) Minimum Principal Building Setbacks
 - i. Front: 50 feet
 - ii. Side: 100 feet
 - iii. Rear: 50 feet
 - iv. Between buildings: 50 feet
- f) Minimum Accessory Structure Setback: 5 feet
- g) Minimum Sound Buffering Structure Setback: 20 feet and may be constructed in any buffer.
- h) Minimum Sound Buffering Structure Height: 25 feet.
- i) Maximum Area Impervious Coverage: 50%.