DEVELOPER AGREEMENT

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF WASHINGTON, COUNTY OF GLOUCESTER
Docket No.: GLO-L-893-15

This Agreement ("Agreement") made as of August 11, 2021 between (i) Turkey Trot, LLC, a New Jersey limited liability company, owning an undivided one-third (1/3) interest, Goettelfarm, LLC, a New Jersey limited liability company, owning an undivided one-third (1/3) interest, Skyler Properties, LLC a New Jersey limited liability company, owning an undivided one-sixth (1/6) interest, and Price Manor Properties, LLC, a New Jersey limited liability company, owning an undivided one-sixth (1/6) interest (collectively referred to as "Developer"), and (ii) the Township of Washington, a New Jersey municipal corporation with a principal address of 523 Egg Harbor Road, Sewell, New Jersey 08080, (the "Township"). The Developer and the Township may hereinafter be referred to individually as "Party" or collectively as the "Parties."

WHEREAS (1st), the Developer is the owner of property located in the Township known as Block 115, Lot 7 (the "Property"), which totals approximately 40 acres; and

WHEREAS (2nd), pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "FHA") and applicable regulations promulgated by the Council on Affordable Housing ("COAH") pursuant to the FHA (the "COAH Regulations"), the Township has a constitutional obligation to provide its fair share of the region's need for affordable housing; and

WHEREAS (3rd), the Mount Laurel Obligation was delineated by time periods, commonly referred to as Rounds, with the First Round addressing the period 1987-1993 and the Second Round addressing the cumulative period 1987-1999; and

WHEREAS (4th), following the expiration of the Second Round, COAH attempted to adopt regulations for the Third Round (1999-2018), but which regulations were rejected by both the New Jersey Superior Court – Appellate Division and New Jersey Supreme Court; and

WHEREAS (5th), after years of COAH's delay and ultimate failure to adopt constitutional regulations for the Third Round, Fair Share Housing Center ("FSHC") moved before the New Jersey Supreme Court requesting that the Supreme Court direct New Jersey trial courts to calculate and oversee implementation of Mount Laurel obligation for the Third Round; and

WHEREAS (6th), on March 10, 2015, the New Jersey Supreme Court issued In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), which granted FSHC's Motion and, in relevant part, established a process whereby the New Jersey trial courts would assume jurisdiction over municipal compliance with the Mount Laurel Doctrine; and

WHEREAS (7th), pursuant to the direction of the Mount Laurel IV decision, the Township initiated the present matter on July 2, 2015, captioned In the Matter of the Application of the Township of Washington, County Of Gloucester, Docket No. GLO-L-893-15, in an effort to establish the Township's compliance with its Third Round Mount Laurel obligation (the "Township Compliance Action"); and

WHEREAS (8th), on or about June 26, 2019, the Township and FHSC entered into the Settlement Agreement resolving the DJ Action globally ("FSHC Settlement Agreement"), and establishing the Township's Fair Share Obligations as follows: A Rehabilitation Obligation of 127, a Prior Round Obligation (1987-1999) of 507 and a 1999-2025 gap and prospective need obligation or Round 3 Obligation of 925; and

WHEREAS (9th), a properly noticed Fairness Hearing was held on October 10, 2019, during which the FSHC Settlement Agreement was approved by the Court, which was later memorialized in an Order entered by the Court on November 12, 2019; and

WHEREAS (10th), in evaluating properties appropriate for inclusionary development, the Township has determined that the Property presents a suitable opportunity for the development of up to a 400-unit Inclusionary Project on the Property, which will include up to an 80-unit affordable housing set-aside (the "**Inclusionary Development**"); and

WHEREAS (11th), the Township has determined to proceed with a rezoning initiative for the Property, which rezoning will assist the Township in addressing its Third Round Mount Laurel Obligation and which zoning initiatives will be an integral component of the Township's Third Round Housing Element and Fair Share Plan (the "Township Compliance Plan"), which will be amended to include the Inclusionary Development; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed by and among the Developer and the Township as follows:

I. THE LAND USE CONCEPT FOR THE INCLUSIONARY DEVELOPMENT OF THE PROPERTIES AND THE PROVISION OF AFFORDABLE HOUSING OPPORTUNITIES

A. The Parties' Intent. The purpose and intent of this Agreement is to (a) provide the realistic opportunity for the provision of very-low-, low- and moderate-income housing units through the Developer's anticipated construction of a residential development of four hundred (400) residential units of which twenty percent (20%) (i.e. 80 units) shall be reserved for occupancy by very-low-income, low-income and moderate-income households ("Affordable Units"), as very-low-income, low-income, and moderate-income households are defined by the FHA, applicable COAH Regulations and the regulations of the Uniform Housing and Affordability

Controls, N.J.A.C. 5:80-26.1, et. seq. ("UHAC"). The Parties further agree that the Property could also accommodate a non-residential component that would complement the Inclusionary Development anticipated for the Property, as further described herein.

B. The Land Use Plan. The intentions of the Parties as expressed above are intended to be implemented by the Township's adoption of a Proposed Redevelopment Plan for the Property, as the Property is already within an area designated for redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq. (the "Proposed Redevelopment Plan") and a proposed Zoning Map Amendment which will be applicable to the Property. The Proposed Redevelopment Plan and Zoning Map Amendment are intended to provide for a scope of development that would allow as permitted uses: (i) a residential Inclusionary Development consisting of up to four hundred (400) total dwelling units, which shall include a twenty percent (20%) (i.e. 80 units) affordable housing set-aside (the "Affordable Units"); (ii) a non-residential development on that portion of the Property not necessary for the realization of the Inclusionary Development (the "Commercial Development"). The Inclusionary Development and the Commercial Development shall be collectively referred to as the "Developer's Project."

II. INTENDED SCOPE OF DEVELOPMENT OF THE PROPERTY AND ACCOMPANYING AFFORDABLE HOUSING OBLIGATIONS

A. The Total Project. The Proposed Redevelopment Plan and Zoning Map Amendment shall provide for uses and standards that shall allow for the construction of the Developer's Project in accordance with this Agreement. While the Proposed Redevelopment Plan is subject to further consideration by the Township, it is the Parties' intention to allow for the Developer's Project to be constructed as a permitted use on the Property with the following conditions: (i) the total permitted residential yield within the Developer Project shall be limited to

four hundred (400) total units, which shall include no less than sixty (60) for-sale townhouse units and up to three hundred forty (340) multi-family units. The Affordable Units within the Inclusionary Development shall be family rental units and shall be located within the multi-family portion of the Inclusionary Development and shall be no less than eighty (80) units, provided that the yield of four hundred (400) residential units is achieved; (ii) the Commercial Development shall be a permitted use, but shall be constructed at the Developer's discretion, subject to the final layout for the Inclusionary Development. The Developer shall file development applications that are substantially consistent with the Proposed Redevelopment Plan to be adopted. The construction of the residential portions described in this Agreement may be phased in any manner to be determined by the Developer, subject to the limitations set forth at Section II(B) of this Agreement relative to the phasing of Affordable Units. However, the Commercial Development cannot be fully constructed prior to the completion of the Inclusionary Development.

B. Construction and Phasing of the Affordable Units

The Parties agree that the phasing for construction of the Affordable Units shall be in accordance with COAH's phasing schedule established by N.J.A.C. 5:93-5.6(d). In assisting with the construction of the Affordable Units, the Developer shall be freely permitted to apply for and secure available state and federal subsidies and/or tax credits to defray the cost of construction of the affordable units, provided that the Developer shall not apply for nine percent (9%) low-income housing tax credits. The Developer agrees that it shall nonetheless be obligated to construct the Affordable Units in accordance with the phasing scheduled established by N.J.A.C. 5:93-5.6(d) even if government funding sources are not forthcoming.

III. COURT APPROVAL OF AGREEMENT.

A. Court Approval Required. The Parties acknowledge that pursuant to applicable

Mount Laurel decisional law this Agreement, along with the FSHC Settlement Agreement by and between FSHC and the Township as amended, requires Superior Court approval. Upon the scheduling of a Hearing date, the Township shall comply with all Notice requirements imposed or directed by the Superior Court and shall fully support and endorse approval of this Agreement at the Hearing.

IV. OBLIGATIONS OF THE PARTIES TO ACCOMPLISH THE PURPOSE AND INTENT OF AGREEMENT

A. Obligations of the Developer

1. Support of Township Compliance Plan. The Developer shall interact and cooperate with the Township and the Superior Court regarding both the Superior Court's approval of this Agreement and with respect to the Township's efforts to prepare and secure Superior Court approval of the Township's Compliance Plan. However, the Developer's foregoing cooperation shall not require the Developer to delay pursuing the receipt of development approvals and/or construction of any portion of the Property in accordance with this Agreement.

2. Submission of Development Applications Consistent with Proposed Redevelopment Plan. Subject to the Developer's right to apply for any bulk variances or design waivers deemed necessary or appropriate for the development of the Property, the Developer agrees to proceed with development applications substantially consistent with the Proposed Redevelopment Plan to be adopted by the Township in coordination with the Developer. Specifically, the Developer shall not seek variance relief pursuant to N.J.S.A. 40:55D-70(d) of the Municipal Land Use Law ("MLUL"), however, nothing herein shall prevent the Developer from seeking variances pursuant to N.J.S.A. 40:55D-70(c) and/or site plan waiver(s) or exceptions before the Planning Board.

3. **Obligation to Provide and Maintain, As Applicable, Creditworthy Affordable Units.** Notwithstanding anything herein to the contrary, the Developer shall take all necessary steps to ensure the Affordable Units provided for under the Agreement are creditworthy under the Township's Affordable Housing Ordinance, the FSHC Settlement Agreement, the Township's Compliance Plan, applicable COAH and UHAC regulations, and all other applicable laws. Specifically, the Developer agrees that all Affordable Units shall comply with the Township's Affordable Housing Ordinance, the FSHC Settlement Agreement, and applicable COAH and UHAC regulations, except as specifically set forth elsewhere in this Agreement, including, but not limited to those concerning (a) income qualification, (b) bedroom distribution, (c) very low/low/moderate income unit split, (d) affirmative marketing, and (e) handicap accessibility.

It is further agreed by the Parties that the Affordable Units shall be subject to deed restrictions on income limits for a period not less than thirty (30) years, and after thirty (30) years, the Township shall elect whether to extend or release the controls on the expiring affordable units, which extension of controls shall be in accordance with applicable law. The Developer shall execute and record a Deed Restriction for the affordable units in the Inclusionary Development in a form agreeable to the Township and the Township's Administrative Agent before the first Certificate of Occupancy is issued for the project. The Deed Restriction will be recorded in the Gloucester County Clerk's office.

The Affordable Units shall be family rental units. The income level for the 80 Affordable Units within each bedroom distribution shall be as follows: (i)11 units shall be available to very-low-income households, which is defined as a household earning less than thirty percent (30%) of the median household income for the region; (ii) 35 units shall be available to low-income

households; and (iii) 34 units shall be available to moderate-income households. Should less than 80 units be constructed within the project, then the ratio of very-low, low, and moderate-income units will be consistent with the 80-unit income distribution above. The income levels of very-low, low, and moderate households shall be as defined by applicable COAH and UHAC regulations. Notwithstanding the foregoing, the Developer shall be entitled to maintain an affordability average of 52% of median income for all Affordable Units in accordance with N.J.A.C. 5:80-26.3(d). These income distributions shall be proportionately distributed within each bedroom distribution. Phrased differently, approximately 53% of the affordable units within each bedroom distribution shall be low-income (inclusive of very-low-income units) and the remainder may be moderate-income.

It is further understood and agreed that the Affordable Units shall be permitted within the multi-family component of the Inclusionary Development only and that the integration recommendation of COAH Regulations (N.J.A.C. 5:93-5.6(f)) shall be deemed satisfied provided that the Affordable Units are constructed and integrated within the multi-family component of the Inclusionary Development. Despite the anticipated delivery of the Affordable Units within the multi-family component of the Inclusionary Development, it is acknowledged by the Parties that the phasing requirements of N.J.A.C. 5:93-5.6(d) shall be applicable to all residential units within the Inclusionary Development and that delivery of the Affordable Units shall be commensurate with the delivery of all market rate units within the Inclusionary Development.

Finally, the Developer will ensure that an experienced Administrative Agent, which could be the Township's Administrative Agent, affirmatively markets all of the affordable units in the Inclusionary Development, and that said Administrative Agent ensures that all very-low-, low-,

and moderate-income households that are selected to live in the affordable units are appropriately selected, screened and income qualified in accordance with UHAC.

B. Obligations of the Township

1. Introduction of, and Prompt Action on, The Amended Redevelopment Plan. Within one hundred twenty (120) days of Court approval of this Agreement, the Township agrees to adopt an amendment to the Washington Square Redevelopment Plan ("Amended Redevelopment Plan") in a manner that allows for development of the Developer's Project as contemplated by this Agreement. The Township further agrees to schedule a public hearing and second reading on the Amended Redevelopment Plan within forty-five (45) days after said introduction of the Amended Redevelopment Plan. The public hearing on the Amended Redevelopment Plan shall be conducted after the Township provides notice in accordance with the provisions of N.J.S.A. 40:55D-62.1 and the Township has prepared, if necessary, a resolution articulating the rationale for the Amended Redevelopment Plan's deviation, if any, from the land use plan and/or housing plan of the Township Master Plan as such a "reasons resolution" is required by N.J.S.A. 40:55D-62a. The Township has already adopted a Redevelopment Plan, which includes the Property and the Developer's project. It is agreed that the Amended Redevelopment Plan for the Property shall remain in place for a period not less than the ten (10) year compliance period, unless otherwise agreed to by the Parties and approved by the Superior Court.

2. Utilities Sufficient to Serve the Developer Project. The Parties acknowledge that there is water and sewer infrastructure in the vicinity of the Property as of the date of this Agreement and such infrastructure may be sufficient to serve the development contemplated by this Agreement subject to possible upgrades and installations. The Township

shall cooperate with the Developer to ensure that public water and sewer is provided at the Property, which cooperation shall include, but not be limited to, taking all steps necessary to ensure that the Property is placed within an appropriate sewer service area, which sewer service area shall be incorporated into an approved Wastewater Management Plan for Gloucester County.

3. Financial Agreement for Developer's Project.

The Township shall make available to the Developer a Financial Agreement applicable to the non-residential portion of the Developer's Project pursuant to the Short-Term Tax Exemption Law, N.J.S.A. 40A:21-1, et seq. or Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Financial Agreement").

4. Cooperation in Development of Property. The Township shall use its best efforts to cooperate with the Developer in the development of the Property consistent with any endorsement or approval obtained by the Developer for the Property and/or the Developer's Project. Such cooperation shall include, but not be limited to, the prompt review and, if appropriate, approval of any and/all agreements, applications and/or permits necessary for the development of the Property. Such applications shall include, but not be limited to, applications to the New Jersey Department of Environmental Protection related to public water and sewer for the Property, the vacation and/or relocation of easements and/or paper street impacting the properties subject to this Agreement. The Township agrees to use all reasonable efforts to expedite and assist the Developer in its undertakings to obtain all necessary approvals.

5. Waiver of Cost Generative Measures Pursuant to N.J.A.C. 5:93-10.1, et seq. In order to permit the intended, agreed upon development of the Property, the Township agrees to abide by the COAH Regulations against cost generative measures as set forth at N.J.A.C. 5:93-10.1(b). In addition to the foregoing, the Township specifically agrees that the Proposed

Redevelopment Plan shall not require the Project to provide open space in excess of fifteen percent (15%) of the applicable tract size.

V. DEFAULT

A. Violation and Default. In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless the Party (or Parties) for whose benefit such obligation was intended waive such obligation in writing, such failure to perform shall constitute an event of default under this Agreement. Upon any such event of default, after written notice and a reasonable time to cure, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity including, but not limited to, the right to prosecute a motion in aid of litigant's rights.

VI. NOTICES

A. Third-Party Actions. The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, threatened or pending, which could have a material adverse impact on this Agreement or the Properties.

B. Notice by and Among the Parties. All notices required under this Agreement shall be in writing and shall be given by e-mail and Fedex, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To the Developer: Price Manor Properties, LLC
John Watson
P.O. Box 176
Glassboro, NJ 08028

With Copy to: Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
Telephone: (856) 375-2803
rhoff@bisgaierhoff.com

To the Township: Township Clerk
523 Egg Harbor Road
Sewell, New Jersey 08080
Telephone: (856) 589-0520 ext. 2214

With Copy to: Erik C. Nolan, Esq.
Surenian Edwards & Nolan LLC
311 Broadway, Unit A
Point Pleasant Beach, NJ 08742
Telephone: (732) 612-3100
en@surenian.com

VII. MISCELLANEOUS PROVISIONS

A. Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

B. Cooperation. The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement as well as the Mount Laurel Doctrine, the FHA, and COAH's Regulations that are in effect as of the date of this Agreement.

C. Waiver. Each of the Parties waives all rights to challenge the validity of this Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

D. Entire Agreement. This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties with respect to the resolution of the Litigation and the related subject matters hereof. No representative, agent

or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the Parties.

E. Validity. In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the Parties fail to agree to such a restructuring, any Party may seek Superior Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the Parties as expressed herein.

F. Preparation. The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement as a means of settling the Litigation. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

G. Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey, including but not limited to court decisions interpreting In re N.J.A.C. 5:96 & N.J.A.C. 5:96, 221 N.J. 1 (2015), and applicable regulations of COAH. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for Gloucester County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by

written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

H. Parties Bound and Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The Parties further acknowledge and agree that Developer intends to convey the Property to a third-party builder(s) and/or developer of its choosing for the purpose of constructing the Developer's Project in accordance with this Agreement and the Redevelopment Plan to be adopted and to which assignment the Township shall not unreasonably object.

I. Holiday and Weekends – Time for Performance. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to "days" shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

J. Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year appearing below their names.

SIGNATURES ON FOLLOWING PAGES

Witness/Attest:

TURKEY TROT, LLC,

A New Jersey Limited Liability Company,
Owning an undivided one-third (1/3) interest as a tenant in common

_____

By_____
Name: Anna Lois Watson,
Title: Manager

_____

By:_____
Name: David A. Buseman,
Title: Manager

_____

By: _____
Name: Raymond A. Buseman, Jr.
Title: Manager

Dated: _____

The undersigned, being the sole Member of Turkey Trot, LLC hereby consent to the foregoing:

Estate of Albert O. Watson

By: _____
Name: Anna Lois Watson, Co-Executor

By: _____
Name: David A. Buseman, Co-Executor

By: _____
Name: Raymond J. Buseman, Jr., Co-Executor

Witness/Attest:

GOETTELFARM, LLC,
A New Jersey Limited Liability Company,
Owning an undivided one-third (1/3) interest as a tenant in common

_____

By: _____
Name: Paula W. Goettelmann
Title: Sole Member

Dated: _____

Witness/Attest:

_____

Dated: _____

SKYLER PROPERTIES, L.L.C.,
A New Jersey Limited Liability Company,
Owning an undivided one-sixth (1/6) interest as a tenant in common

By: _____
Name: Ian R. Longstreet
Title: Class A Member

Witness/Attest:

_____

Dated: _____

PRICE MANOR PROPERTIES,
L.L.C., A New Jersey Limited Liability Company,
Owning an undivided one-sixth (1/6) interest as a tenant in common

By: _____
Name: John Irvin Watson, Jr.
Name: John Irvin Watson, Jr.
Title: Class A Member

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

By: _____

Print Name: JoAnn Battinelli

Date: 8/25 2021

Witness/Attest:

_____

Dated: _____

SKYLER PROPERTIES, L.L.C.,
A New Jersey Limited Liability Company,
Owning an undivided one-sixth (1/6) interest as a tenant in common

By: _____
Name: Ian R. Longstreet
Title: Class A Member

Witness/Attest:

Barbara Watson

Dated: 8/12/21

PRICE MANOR PROPERTIES,
L.L.C., A New Jersey Limited Liability Company,
Owning an undivided one-sixth (1/6) interest as a tenant in common

By: _____
Name: John Irvin Watson, Jr.
Name: John Irvin Watson, Jr.
Title: Class A Member

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

By: _____

Print Name: _____

Date: _____2021

Witness/Attest:

TURKEY TROT, LLC,

A New Jersey Limited Liability Company,
Owning an undivided one-third (1/3) interest as a tenant in common

_____

By_____
Name: Anna Lois Watson,
Title: Manager

_____

By:_____
Name: David A. Buseman,
Title: Manager

_____

By: _____
Name: Raymond A. Buseman, Jr.
Title: Manager

Dated: _____

The undersigned, being the sole Member of Turkey Trot, LLC hereby consent to the foregoing:

Estate of Albert O. Watson

By: _____
Name: Anna Lois Watson, Co-Executor

By: _____
Name: David A. Buseman, Co-Executor

By: _____
Name: Raymond J. Buseman, Jr., Co-Executor

Witness/Attest:

Sidney K. Goettelmann

Dated: 12 Aug 21

GOETTELFARM, LLC,
A New Jersey Limited Liability Company,
Owning an undivided one-third (1/3) interest as a tenant in common

By: Paula W. Goettelmann
Name: Paula W. Goettelmann 08/12/21
Title: Sole Member

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

Witness/Attest:

TURKEY TROT, LLC,
A New Jersey Limited Liability Company,
Owning an undivided one-third (1/3) interest as a tenant in common

By Anna Lois Watson
Name: Anna Lois Watson,
Title: Manager

By: David A. Buseman
Name: David A. Buseman,
Title: Manager

By: _____
Name: Raymond A. Buseman, Jr.
Title: Manager

Dated: August 19th, 2021

The undersigned, being the sole Member of Turkey Trot, LLC hereby consent to the foregoing:

Estate of Albert O. Watson

By: Anna Lois Watson
Name: Anna Lois Watson, Co-Executor

By: David A. Buseman
Name: David A. Buseman, Co-Executor

By: _____
Name: Raymond J. Buseman, Jr., Co-Executor

Witness/Attest:

TURKEY TROT, LLC,

A New Jersey Limited Liability Company,
Owning an undivided one-third (1/3) interest as a tenant in common

_____

By_____
Name: Anna Lois Watson,
Title: Manager

_____

By:_____
Name: David A. Buseman,
Title: Manager

_____

By: _____
Name: Raymond A. Buseman, Jr.
Title: Manager

Dated: _____

The undersigned, being the sole Member of Turkey Trot, LLC hereby consent to the foregoing:

Estate of Albert O. Watson

By: _____
Name: Anna Lois Watson, Co-Executor

By: _____
Name: David A. Buseman, Co-Executor

By: _____
Name: Raymond J. Buseman, Jr., Co-Executor

Witness/Attest:

GOETTELFARM, LLC,
A New Jersey Limited Liability Company,
Owning an undivided one-third (1/3) interest as a tenant in common

_____

By: _____
Name: Paula W. Goettelmann
Title: Sole Member

Dated: _____

LISA M HOLLISH
Commission # 50072617
Notary Public, State of New Jersey
My Commission Expires
November 27, 2022

Witness/Attest:

Lisa Hollish

Dated: 8/31/21

SKYLER PROPERTIES, L.L.C.,
A New Jersey Limited Liability Company,
Owning an undivided one-sixth (1/6) interest as a tenant in common

By: Ian R Longstreet
Name: Ian R. Longstreet
Title: Class A Member

Witness/Attest:

_____

Dated: _____

PRICE MANOR PROPERTIES,
L.L.C., A New Jersey Limited Liability Company,
Owning an undivided one-sixth (1/6) interest as a tenant in common

By: _____
Name: John Irvin Watson, Jr.
Name: John Irvin Watson, Jr.
Title: Class A Member

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

By: _____

Print Name: _____

Date: _____ 2021