

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**RESOLUTION #23-145**

**RESOLUTION OF THE TOWNSHIP OF HOPEWELL, COUNTY OF  
MERCER, CONSENTING TO THE TRANSFER OF CERTAIN  
RIGHTS AND OBLIGATIONS UNDER CERTAIN  
REDEVELOPMENT AND FINANCIAL AGREEMENTS AND  
AUTHORIZING THE EXECUTION OF ASSIGNMENT AND  
ASSUMPTION AGREEMENT IN CONNECTION THEREWITH**

**WHEREAS**, the Township Committee (the “**Township Committee**”) of the Township of Hopewell (the “**Township**”), pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “**Redevelopment Law**”), adopted a redevelopment plan (the “**Redevelopment Plan**”) for the redevelopment of an area of the Township that includes properties located along Scotch Road, designated as Block 93.06, Lots 81 and 83 (a portion of f/k/a Block 93, Lots 5.01, 5.02 and 6.02) on the Township’s tax maps (the “**Project Area**”); and

**WHEREAS**, on July 1, 2019, the Township adopted a resolution designating U.S. Home Corporation d/b/a Lennar (now known as U.S. Home, LLC, hereinafter “**Lennar**”) as the Redeveloper of the Project Area (in addition to other, adjacent parcels) and authorizing the execution of a redevelopment agreement; and

**WHEREAS**, on July 25, 2019, the Township and Lennar entered into a redevelopment agreement, as amended by that Amendment to Scotch Road - North Village Redevelopment Agreement, dated February 3, 2022 (as amended, the “**Redevelopment Agreement**”) to redevelop the Project Area with a project consisting of, among other things, 270 rental apartments (the “**Apartment Project**”), including 216 market rate units and 54 Affordable Units (as that term is defined in the Redevelopment Agreement); and

**WHEREAS**, the Township entered into a financial agreement with U.S. Home at Hopewell Parc Urban Renewal, LLC (the “**Lennar URE**”, an affiliate of Lennar), dated March 15, 2022 (the “**Financial Agreement**”), which provides for a long term tax exemption and payment in lieu of taxes to the Township in connection with the Apartment Project pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.; and

**WHEREAS**, by letter dated February 8, 2023, Lennar and the Lennar URE advised that they seek to sell the Project Area to 1 SP Drive Owner Urban Renewal LLC (“**KRE URE**”), an affiliate of KRE Acquisition Corp., and transfer their rights and obligations under the Redevelopment Agreement and Financial Agreement, respectively, to the KRE URE, in connection with the Apartment Project (the “**Assignment and Assumption**”); and

**WHEREAS**, Lennar and the Lennar URE will retain all rights and obligations under the Redevelopment Agreement and Financial Agreement, respectively, except for same relating to the Apartment Project; and

**WHEREAS**, Section 8.06 of the Redevelopment Agreement and Section 8.03 of the Financial Agreement permit Lennar and the Lennar URE, respectively, to assign their rights under such agreements, with the Township's consent; and

**WHEREAS**, the parties desire to execute an Assignment and Assumption Agreement (the "**Assignment and Assumption Agreement**"), which will memorialize: (1) the assignment, by Lennar, of rights and obligations under the Redevelopment Agreement with respect to the Apartment Project, (2) the assignment, by the Lennar URE, of rights and obligations under the Financial Agreement with respect to the Apartment Project, (3) the assumption by the KRE URE of such rights and obligations under both agreements with respect to the Apartment Project, and (4) the Township's consent thereto; and

**WHEREAS**, the Township desires to express its consent to the Assignment and Assumption and to authorize the execution of any and all documents relating thereto, including the Assignment and Assumption Agreement.

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Hopewell, in the County of Mercer, New Jersey, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully repeated herein.

Section 2. The Township hereby consents to the transfer, by Lennar and the Lennar URE, of such parties' rights and obligations under the Redevelopment Agreement and Financial Agreement, respectively, in connection with the Apartment Project only. Such transfer will be effective only upon the KRE URE's purchase of the Project Area from Lennar and the execution of the Assignment and Assumption Agreement. After such transfer, Lennar and the Lennar URE will retain responsibility for all other obligations under the respective agreements.


Section 3. The Mayor is hereby authorized to execute any and all documents as are necessary to effectuate the Assignment and Assumption described above, including the Assignment and Assumption Agreement, in substantially the same form as that on file with the Township Clerk.

Section 4. This Resolution shall take effect immediately.

Date Adopted: April 3, 2023

#### **CERTIFICATION**

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 3<sup>rd</sup> day of April, 2023, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.

  
Katherine Fenton-Newman, RMC, CMR  
Municipal Clerk