

Nehmad
Davis & Goldstein



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t 609 927 1177

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March 3, 2021

Via E-mail: ndidomenico@lindenwold.net
and Hand Delivery

Nancy DiDomenico, Joint Land Use Board Secretary
Borough of Lindenwold
15 N. White Horse Pike
Lindenwold, NJ 08021

RE: Application for Change in Use and Minor Site Plan Approval
WP Lindenwold, LLC
1410 West Laurel Road
Lindenwold, New Jersey
Block 238, Lots 1.02, 1.06 & 1.07
Our File No.: 10672-28

Dear Ms. DiDomenico:

This firm represents WP Lindenwold, LLC (the "Applicant") with respect to this application for a change-in-use and minor site plan approval to allow the Applicant to renovate and convert the existing 13,210 sq. ft. building located at the above site into a blood plasma donation center.

The Applicant seeks change-in-use approval to convert the existing vacant building into a permitted blood plasma donation center. A blood plasma donation center is a facility where people come to donate their plasma, which is then used as an essential ingredient for products crucial to treating patients suffering from a host of life-threatening conditions, including hemophilia, shock, or trauma, immune deficiencies and blood disorders. The blood plasma donations are done under strict conditions regulated by the Food and Drug Administration (FDA). The proposed blood plasma donation facility is a permitted use within the B-2 Zoning District. See Zoning Permit Approval Letter from Construction and Zoning Official Derek Leary, a copy of which is attached hereto.

Additionally, as part of the overall plan of development, the Applicant is proposing updates to the building façade and signage. No variances that we are aware of are sought in connection with this application as the Applicant is not proposing to enlarge or change in any material way the existing building or site plan. In the event any variances are indicated by the Board's professionals the Applicant, of course, request such relief.

In support of the above relief, enclosed herein please find the following:

Nancy DiDomenico, Joint Land Use Board Secretary
Borough of Lindenwold
March 3, 2021
Page 2

1. Seventeen (17) copies of the Borough of Lindenwold Land Development Application;
2. Seventeen (17) copies of the Borough of Lindenwold Minor Site Plan Checklist and Checklist Waiver Memorandum;
3. Seventeen (17) copies of Minor Site Plan prepared by Stonefield Engineering and Design, LLC dated February 22, 2021;
4. Seventeen (17) copies of Existing Floor Plans prepared by David Robert Crawford Architect, AIA dated January 3, 2020;
5. One (1) copy of the 200' Property Owner's List (*to be provided under a separate cover*);
6. One (1) copy of the Applicants' proof of paid taxes (*to be provided under a separate cover*); and
7. One (1) copy of the Applicant's W-9.

Lastly, enclosed please find the Applicant's checks in the amounts of \$200.00 and \$600.00 representing the required application and escrow fee, respectively.

Please do not hesitate to contact me should you require any additional information or documents in order to deem this application complete and schedule for the next available meeting of the Borough of Lindenwold Planning Board.

Thank you, as always, for your kind attention and usual courtesies.

Very truly yours,

NEHMAD DAVIS & GOLDSTEIN, P.C.

BY: *Stephen R. Nehmad*
STEPHEN R. NEHMAD

SRN:ch

Enclosures

- c. Mr. Carl Wright (Via E-mail: carl@wrightld.com) w/encl.
- Bill Rountree, P.E. (Via E-mail: bill@wrightld.com) w/encl.
- Jeffrey Martell, P.E. (Via E-mail: jmartell@stonefielddeng.com) w/encl.
- Stephen R. Nehmad, Esquire (Via E-mail: snehmada@npdlaw.com) w/encl.
- Michael J. Lario, Jr., Esquire (Via E-mail: mlario@npdlaw.com) w/encl.



Borough of Lindenwold
15 N. White Horse Pike
Lindenwold, New Jersey 08021
(856) 783-2121

MINOR SITE PLAN APPLICATION

The Joint Land Use Board meetings are held on the fourth Thursday of each month at 6:00 P.M. in the Lindenwold Borough Hall.

Plans must be submitted to this office with application fees (see list attached).

Plans must be submitted at least **(28)** days prior to the meeting to begin engineer review.

Borough Engineer:

Environmental Resolutions, Inc.

815 East Gate Drive Suite 103

Mt. Laurel, NJ 08054

Ph: 856-235-7170 Fax: 856-273-9239 Contact Person: Mr. Jeff Hanson, P.E., C.M.E.

CORPORATIONS MUST BE REPRESENTED BY COUNSEL

Submit (18) copies of completed Borough application and plans.

When Variances are requested, a list of property owners must be obtained. Property owners must be notified (10) days prior to the meeting date. (Certified Return Receipt)

Legal notice must be placed in one of the following newspapers for (1) day, (10) days prior to the meeting date.

Courier Post (publishes daily)

301 Cuthbert Blvd.

Cherry Hill, NJ 08002

Phone: 888-516-9220

Fax: 856-663-3190

Central Record (publishes weekly)

P.O. Box 290

Blackwood, NJ 08012

Phone: 609-654-5000

Fax: 609-654-9126

PLEASE NOTE: When County roads are involved, applicant must complete the County application and submit application form in quadruplicate to the Joint Land Use Board secretary along with the Minor Site Plan application.

This office will not accept fees for the County

Submit County fee to: Treasurer of Camden County, Division of Planning, Department of Public Works, Charles J. DePalma Complex, 2311 Egg Harbor Road, Lindenwold, NJ 08021.

Borough of Lindenwold

JOINT LAND USE BOARD APPLICATION FOR:

Minor Site Plan	XXX
Waiver	_____
Variance	_____
Amended Site Plan	_____
Date submitted	_____

Application No. _____

Applicant's Name WP Lindenwold, LLC
 Address P.O. Box 1908
Media, PA19063
 Phone Number _____

Name and address of present owner (if other than above)
 Name Blume-Chapel LLC % Rite Aid
 Address P.O. Box 3165
Harrisburg, PA 17105
 Phone Number _____

Interest of applicant if other than owner Contract Purchaser

Location of site 1410 Laurel Road, Lindenwold

Block(s)	<u>238</u>	Neighborhood or Section	Street	Zone
Lot(s)	<u>1.02, 1.06, 1.07</u>			<u>B2</u>

Number of proposed lots 1
 Area of entire tract approximately 1.65 acres

Development Plans: Sell lots only (Yes) _____ (No) XXX
 Construct houses for sale (Yes) _____ (No) XXX
 Other See attached Cover Letter.

Proposed Density N/A
 Number of dwelling units per net acre* N/A

*Gross acre less area for Right-Of-Way, Easements and other Improvements.

NAME AND ADDRESS OF PERSON PREPARING SKETCH PLAT

Name Jeffrey Martell, PE, PP, CME, LEED AP
 Address Stonefield Engineering - 92 Park Avenue
Rutherford, NJ 07070
 Phone Number _____
 Signature of Applicant Carl Wright

I Certify that this application and map attached hereto (was or was not) duly approved by Resolution of the
 Joint Land Use Board of the Borough of Lindenwold at a meeting held on _____
 Board Secretary _____ Borough of Lindenwold

CORPORATE DISCLOSURE

WP Lindenwold, LLC

The names and address of all those persons owing a 10% or greater interest in and to WP Lindenwold, LLC are as follows:

1. Carl Wright
20 S. Olive Street, Suite 203
Media, PA 19063
2. Bradley E. Midgette, Jr.
125 Rutgers Ave.
Swarthmore, PA 19081

Tax Certification Form

NOTE*** Address, Block and Lot must be filled out by the Applicant

Address 1410 W. Laurel Rd.
Block(s) 238 Lot(s) 1.02, 1.06 & 1.07

Assessed Owner

I HEREBY CERTIFY THAT THE TAXES ON THE ABOVE

Are paid as of _____, through _____

Next Quarter due _____

LINDENWOLD TAX

DATE

Sewer Utility

I CERTIFY THAT THE ABOVE MENTIONED PROPERTY

Pays _____ a year _____ a quarter

They are currently paid from _____ to _____
The next regular payment of _____ is due on or before _____

LINDENWOLD SEWER UTILITY

DATE

CCMUA

I CERTIFY THAT THE ABOVE MENTIONED PROPERTY

Pays _____ a year, _____ a quarter

They are currently paid from _____ to _____ The next regular
payment of _____ is due on or before _____

CCMUA

DATE



Borough of Lindenwold

15 N. White Horse Pike
Lindenwold, New Jersey 08021
(856) 783-2121

BOROUGH OF LINDENWOLD

JOINT LAND USE BOARD

Consent by Owner

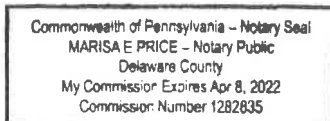
I certify that I am the Owner of the property which is the subject of this application and I hereby consent to the making of this application and the approval of the plans submitted herewith. I further consent to the inspection of the property in connection with this application as deemed necessary by the Municipal agency.

SWORN & SUBSCRIBED to before

me this 23rd day of February, 2021

Marisa E. Price

(Notary)



Carl Wright 2/23/21

(Signature) (Owner) (Date)

Carl Wright

(Print Name)



Borough of Lindenwold

15 N. White Horse Pike
Lindenwold, New Jersey 08021
(856) 783-2121

AGREEMENT

THIS AGREEMENT MADE THIS 23rd DAY OF February 2021
BETWEEN WP Lindenwold, LLC
(APPLICANT'S NAME)

HEREINAFTER REFERRED TO AS "APPLICANT" AND THE JOINT LAND USE BOARD OF THE BOROUGH OF LINDENWOLD, HEREINAFTER REFERRED TO AS "BOARD".

WHEREAS, APPLICANT IS CURRENTLY SEEKING (MINOR/MAJOR SITE PLAN, MINOR/MAJOR SUBDIVISION PLAN) FROM THE JOINT LAND USE BOARD OF THE BOROUGH OF LINDENWOLD AND;

WHEREAS, THE BOARD DESIRES TO ESTABLISH AN ESCROW WHEREBY WORK REQUIRED TO BE PERFORMED BY PROFESSIONALS EMPLOYED BY THE BOARD WILL BE PAID FOR BY THE APPLICANT AS REQUIRED UNDER THE PROVISIONS OF THE ORDINANCE OF THE BOROUGH OF LINDENWOLD, AND;

WHEREAS, BOTH PARTIES FEEL THAT IT IS APPROPRIATE TO REDUCE THIS UNDERSTANDING TO WRITTEN FORM.

WITNESSED:

IT IS MUTUALLY AGREED BETWEEN PARTIES THAT:

SECTION 1. PURPOSES

THE BOARD AUTHORIZES ITS PROFESSIONAL STAFF TO REVIEW, INSPECT, REPORT AND STUDY ALL PLANS, DOCUMENTS, STATEMENTS, IMPROVEMENTS, AND PROVISIONS MADE BY THE APPLICANT IN CONFORMING TO THE REQUIREMENTS OF THE BOROUGH ORDINANCES. THE BOARD DIRECTS ITS PROFESSIONAL STAFF TO MAKE ALL ORAL AND/OR WRITTEN REPORTS TO THE BOARD OF ITS CONCLUSIONS AND FINDINGS DERIVED FROM THE REVIEW, STUDY, INVESTIGATION AND LIKE OR SIMILAR DUTIES PERFORMED AS ELSEWHERE AUTHORIZED. THE APPLICANT AGREES TO PAY ALL REASONABLE PROFESSIONAL FEES INCURRED BY THE BOARD FOR THE PERFORMANCE OF THE DUTIES OUTLINED ABOVE.

SECTION 2. ESCROW ESTABLISHED

APPLICANT AND THE BOARD IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT HEREBY CREATE AN ESCROW TO BE ESTABLISHED BY THE BOARD IN A DEPOSITORY SELECTED BY THE BOARD.

SECTION 3. ESCROW FUNDED

APPLICANT BY EXECUTION OF THIS AGREEMENT SHALL PAY TO THE BOARD, TO BE DEPOSITED IN THE DEPOSITORY REFERRED TO IN SECTION 2, SUCH SUMS AS ARE REQUIRED. EXECUTION OF THIS AGREEMENT BY THE BOARD ACKNOWLEDGES RECEIPT OF THE SUMS REFERRED TO UNDER THIS PARAGRAPH.

SECTION 4. INCREASE IN ESCROW FUND

IF DURING THE EXISTENCE OF THIS ESCROW AGREEMENT THE FUNDS HELD BY THE ESCROW HOLDER SHALL BE INSUFFICIENT TO COVER ANY VOUCHER OR BILL SUBMITTED BY THE PROFESSIONAL STAFF AND REVIEWED AND APPROVED BY THE BOARD, APPLICANT SHALL WITHIN (14) DAYS FROM THE DATE OF RECEIPT OF WRITTEN NOTICE, DEPOSIT ADDITIONAL SUMS WITH THE ESCROW HOLDER TO COVER THE AMOUNT OF THE DEFICIT REFERRED TO ABOVE.

SECTION 5. TIME OF PAYMENT

THE PROFESSIONALS REFERRED TO IN THIS AGREEMENT UPON THE CONCLUSION OF THEIR SERVICES OR PERIODICALLY DURING PERFORMANCE OF THEIR SERVICES, SHALL SUBMIT VOUCHERS CONFORMING TO THE REQUIREMENTS ESTABLISHED BY THE BOARD FOR VOUCHERS OF THE TYPE AND KIND REFERRED TO UNDER THIS PARAGRAPH. SAID VOUCHERS SHALL INCLUDE THE AMOUNT OF ALL FEES AND COSTS INCURRED AS A RESULT OF THE SERVICES SET FORTH UNDER SECTION 1 OF THIS AGREEMENT.

SECTION 6. BOARD OF REVIEW

THE BOARD SHALL REVIEW THE VOUCHERS SUBMITTED BY THE PROFESSIONALS TO DETERMINE WHETHER THE SERVICES HAVE BEEN PERFORMED IN THE MANNER AND TO THE DEGREE REQUIRED BY THIS AGREEMENT. UPON MAKING A DETERMINATION THAT SAID SERVICES HAVE BEEN PERFORMED PROPERLY, THE BOARD SHALL PROCESS SAID VOUCHERS IN THE SAME MANNER AND UNDER THE SAME TERMS AS ARE NORMALLY EMPLOYED FOR VOUCHERS SUBMITTED FOR WORK PERFORMED FOR THE JOINT LAND USE BOARD. AT THE CONCLUSION OF THIS PROCESSING, THE AMOUNTS SPECIFIED IN SAID VOUCHERS SHALL BE DEDUCTED BY THE ESCROW HOLDER FROM THE ESCROW ESTABLISHED PURSUANT TO THIS AGREEMENT.

SECTION 7. APPLICANT'S OBJECTION

THE APPLICANT SHALL HAVE THE RIGHT TO MAKE PERIODIC INSPECTIONS OF THE RECORDS MAINTAINED BY THE ESCROW HOLDER TO DETERMINE THE STATUS OF THE ESCROW AT ANY POINT IN TIME. WHERE THE APPLICANT OBJECTS TO THE PAYMENT OF ANY VOUCHER FROM THE ESCROW FUND, HE SHALL HAVE THE RIGHT TO APPEAL UPON (3) DAYS NOTICE TO ALL PROFESSIONALS, TO THE BOARD TO DETERMINE WHETHER THE PAYMENTS OR PAYMENT OBJECTED TO ARE PROPER.

THE STANDARDS OF REVIEW TO BE UTILIZED BY THE BOARD IN DETERMINING WHETHER SAID PAYMENTS ARE PROPER, OR WHETHER THE FEES INCURRED ARE REASONABLE AND WHETHER THE WORK HAS BEEN PERFORMED PROPERLY.

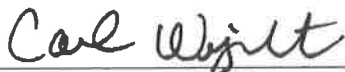
SECTION 8. INTEREST ALLOCATIONS

ANY AND ALL INTEREST WHICH WOULD RESULT FROM OR ARISE OUT OF THE DEPOSITS BEING MADE AND HELD IN ESCROW BY THE APPLICANT SHALL REVERT TO THE USE AND ENJOYMENT OF THE ESCROW HOLDER AS COMPENSATION FOR THE SERVICES RENDERED IN CONNECTION WITH THIS ESCROW AGREEMENT.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THE DATE FIRST WRITTEN ABOVE.

WP Lindenwold, LLC

By:



APPLICANT'S SIGNATURE

BOARD SECRETARY

Borough Use Only
Date paid _____
Cash or Check _____
Receipt # _____
PL # _____

ZONING OFFICER REVIEW APPLICATION LINDENWOLD, NEW JERSEY



Fee: \$25.00

Date: September 25, 2020

Owner: Wright Partners LLC Phone: _____

Address: 20 South Olive Street, Suite 203, Media, PA 19063

Interested Party other than owner: Novus Architects

Location of Property: 1410 Laurel Road (Rite Aid) Block: _____ Lot: _____

Zoning District: _____

Lot Area: _____ Sq. Ft. Dimensions of Property: _____

Front Setback: _____ Side yard: _____

Rear Yard: _____ Side Yard: _____

No. of Stories _____ Sq. Ft. of Building: _____

No. of Off Street Parking Available: _____ Size of Shed: _____

Height of Fence: _____ Type of Fence: _____

Height of Sign: _____ Sq. Ft. of Sign: _____

Location: (plot plan) _____ Type of Work Being Done: See Attached

I understand that all above information is correct and I am responsible for any misinformation or measurements. A certificate of occupancy will be issued after a: 1.) Certified Survey, 2.) Plot Plan, 3.) Proof of approved variance, if necessary.

Signed: _____
Zoning Officer

Signed: *[Signature]*
Applicant or Interested Party

Joint Land Use Board: _____

Borough Use Only

THE ZONING OFFICER MAY REQUIRED A COPY OF THE SURVEY FOR REVIEW

**Location of project:
(Former Rite Aid)
1410 Laurel Road
Lindenwold, NJ 08021**

Good Afternoon,

This letter is to **request zoning and address verification** for the above-listed property. We are architects representing CSL Plasma, who is interested in operating a Blood Plasma Donation Center. The verification should state that we *can* put a CSL Blood Plasma Donation Center in this location. Of particular interest is an understanding (with your jurisdiction) that our client's proposed use will be acceptable for this location. The blood plasma donation center will up-fit and occupy the existing building space. We do approximately 36 up-fits per year, all over the country – and our client, CSL Plasma, require a letter confirmation that this use is approved by the local Zoning authority before they can sign the lease.

A Blood Plasma Donation Center is a facility where people come to donate their plasma. Plasma is the essential ingredient for products crucial to treating patients suffering from a host of life-threatening conditions, including hemophilia, shock, or trauma, immune deficiencies and other blood disorders. The procedures are very safe, and are done under strict conditions regulated by the Food and Drug Administration (FDA) and other regulators. A Blood Plasma Donation Center puts millions of dollars back into the local community through employee salaries, donation fees, taxes and other services. This money is infused back into the economy, supporting local business, charities, and contributing to the vitality of the community as a whole.

We appreciate your attention in this matter; **please address your response to: CSL Plasma, Anastasia Kipreos, 45 Technology Parkway, Suite 150, Peachtree Corners, GA 30092 if mailed.** However, you can *email* the letter to me, at this address.

The appropriate zoning application fee of \$25.00 is attached.

Kind regards,



Rachael Young
Project Coordinator
NOVUSARCHITECTS
770.609.2476 phone | 770.653.6417 cell
rachael.young@novusa.com www.novusa.com

BOROUGH OF LINDENWOLD
15 NORTH WHITE HORSE PIKE
LINDENWOLD NJ 08021

Rachael Young

Project Coordinator

NOVUSARCHITECTS

RE: Zoning verification for property located at 1410 Laurel rd Lindenwold NJ 08021

(LOT 1.02 Block 238)

In response to your request concern the Zoning of the above mentioned property is located in a B2 Business Zoning as per ordinance 365-66 it is a permitted use. This is to confirm that your use is approved at this location but still needs Joint Land Use Board approval for Change of Use.


Sincerely,
Derek Leary

Construction and Zoning Official



CHECK LIST

Details Required For Minor Site Plans

Note: See Section 139-47.A-D of the Borough of Lindenwold Land Development Ordinance for further details of submission requirements and procedures.

1.02, 1.06, 1.07

Applicant WP Lindenwold, LLC **Block** 238 **Lot**
Address 1410 Laurel Road

A Minor Site Plan is defined under Section 139-2 as the following:

“Development of one or more lots of an addition to an existing building or structure of less than 1,000 square feet, addition of an accessory structure of less than 1,000 square feet, addition of a handicap ramp, addition to an existing parking lot or paved area involving less than 500 square feet and does not involve planned development, any new street or extension of any off-tract improvement which is to be prorated pursuant to N.J.S.A. 40:55D-42 [Added 3-10-1993 by Ord. No. 929]

The following items shall be submitted to the Administrative Officer twenty-eight (28) days prior to the next scheduled hearing.

Item #	Provided	Not Applicable	Waiver Asked For	Item Of Information Required By The Land Development Ordinance
1	X			A complete application form and payment of the application fees and escrows, eighteen (18) copies.
2	X			An accurate site plan at a scale of not less than one (1) inch equals fifty (50) feet. The plan should be signed and sealed by a professional licensed in the State of New Jersey, eighteen (18) copies in accordance with the New Jersey Law governing professionals 7:40.
3	X			A certificate from the Borough Tax Collector that no taxes or assessments are due or delinquent (tax search), two copies.
4		X		Camden County Planning Board Application, four (4) copies, if the proposed development will have any impact on a Camden County roadway or facility.

The following items are required on The Minor Site Plan:

Item #	Provided	Not Applicable	Waiver Asked For	Item Of Information Required By The Land Development Ordinance
1	X			The zoning classification of the property, the tax plate, block and lot numbers, the owners and applicant's names and addresses shown on the plans.
2	X			The location of any proposed buildings, structures, parking and open spaces. The location of existing buildings, structures, roadways and driveways within 50 feet of the property.
3	X			Acreage of the tract to the nearest tenth of an acre or square feet.
4			X	Existing contours with datum referenced. Spot elevations at corners of proposed structures, paved areas and handicap ramps
5	X			All lot lines, setback lines, the location and purpose of any easements, underground or overhead utility lines in any street which abuts the property.
6	X			A parking and circulation plan showing the location and arrangement of vehicular access ways and the location, size and capacity of all parking and loading areas.
7			X	A complete plan, including location, size and type of all plantings.
8		X		Pavement construction detail, and any other construction detail necessary to construction
9	X			Curbs, sidewalks and all other areas devoted to pedestrian use.
10	X			Preliminary Architectural Floor Plans and Elevations signed and sealed by an architect licensed in the State of New Jersey.
11	X			Key map showing the location of the site within the Borough at a scale of no less than 1 inch equals 1000 feet.
12	X			North Arrow, Scale written and graphic on each street.
13			X	A complete site lighting plan, including location, size, type and wattage of all proposed fixtures.
14	X			A copy of any protective covenant or deed restrictions applying to the tract to be developed shall be submitted along with the site plan. If no deed restrictions, covenants, easements exists, it shall be so noted on the plan.
15	X			Any other information which is deemed to be necessary for the review of the plan by the Joint Land Use Board.

Jeffrey Haskin

02/18/2021

SIGNATURE AND TITLE OF PERSON WHO PREPARED CHECK LIST.

DATE.

STONEFIELD

Checklist Justification Memorandum

RE: Proposed Office
Block 238, Lots 1.02, 1.06 & 1.07
1410 West Laurel Road
Borough of Lindenwold, Camden County, New Jersey

DATE: February 24, 2021

Wright Partners, LLC is proposing a use conversion of an existing Rite-Aid to an office. The subject property is designated Block 238, Lots 1.02, 1.06 & 1.07, commonly known as 1410 West Laurel Road. The subject property is located in the Highway Business (B-2) zone. The total project area is 72,524 SF (1.66 acres). The scope of the project focuses on interior renovations. The exterior property and building will remain in its current condition. To accompany the Preliminary and Final Minor Site Plan Application and Preliminary and Final Minor Site Plan Checklist, please see below for written justification for the items marked that are not applicable and are requesting waivers.

Item #4 Camden County Planning Board Application, four (4) copies, if the proposed development will have any impact on a Camden County roadway or facility.

This is not applicable as the project scope does not include improvements within the County right-of-way.

Item #4 Existing contours with datum referenced. Spot elevations at corners of proposed structures, paved areas, and handicap ramps.

A waiver is requested as all existing structures & drainage patterns are proposed to remain the same.

Item #7. A complete plan, including location, size, and type of all plantings.

A waiver is requested as the scope of the project focuses exclusively on interior renovations. All existing structures & site features are proposed to remain the same.

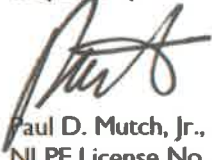
Item #8 Pavement construction detail, and any other construction detail necessary to construction.

This item is not applicable as no pavement reconstruction is proposed.

Item #13 A complete site lighting plan, including location, size, type and wattage of all proposed fixtures.

A waiver is requested as all existing lighting is proposed to remain the same.

Prepared by:



Paul D. Mutch, Jr., P.E.
NJ PE License No. 55094

Stonefield Engineering and Design, LLC

Z:\Princeton\PRE\2020\PRI-200200 Wright Partners - 1410 Laurel Road, Lindenwold, NJ\Correspondence\Outgoing\Municipal\Submission Memos\2021-02-24_Checklist Memo.docx

STONEFIELDENG.COM

15 SPRING STREET, PRINCETON, NJ 08542 609.362.6900 T. 201.340.4472 F.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") made this 16th day of July, 2020, by and among Wright Partners LLC, a Pennsylvania limited liability company, P.O. Box 1908, Media, PA, or its assigns (hereinafter "Purchaser") and Blume-Chapel LLC P.O. Box 3165, Harrisburg, PA 17105 (hereinafter "Seller").

BACKGROUND

A. Seller is currently the owner of the real property and improvements located at 1410 Laurel Road, Lindenwold Borough, Camden County, New Jersey, consisting of approximately 1.65 acres with an approximately 12,887 square foot building situated thereon, also being known as Block 238, Lot 1.02 on the tax maps of Lindenwold Borough, New Jersey, and as further shown on the plan attached as Exhibit "A" (the "Property"), which Seller intends and hereby agrees to sell to Purchaser.

B. Purchaser intends and hereby agrees to purchase from Seller the Property, and such other interests and property as set forth herein, under the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale of the Property. Seller agrees to sell, assign, transfer, and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions herein set forth, good, marketable, and insurable fee simple title to the Real Property.

2. Purchase Price.

(a) The purchase price of the Property shall be

which shall be paid by Purchaser as follows: (i) shall be paid to Land Services USA, 602 East Baltimore Pike, Suite 100, Media, PA 19063 ("Escrow Agent"), to be held in escrow in an interest-bearing escrow account by Purchaser's good bank check or wire transfer paid upon execution of the Agreement (the "Deposit"); (ii) in the event Purchaser has not terminated this Agreement on or prior the expiration of the Feasibility Period (as defined in Section 7(b)), shall be paid to the Escrow Agent at the end of the Feasibility Period (iii) the balance of the Purchase Price shall be paid at the time of Closing (as such term is defined in Section 3 hereof) by federal wire transfer or title company check. In the event Purchaser has not terminated this Agreement on or prior the expiration of the Feasibility Period, the Deposit,

Additional Deposit and any interest thereon, shall be non-refundable except as provided herein but shall be credited against the Purchase Price at Closing.

(b) Seller shall be responsible for remediating any Recognized Environmental Conditions, trash, debris and/or unsuitable fill material identified in Purchaser's Phase I environmental site assessment. Otherwise, Purchaser agrees to accept the Property in its "as is" condition and Seller shall not be responsible for any environmental conditions identified after expiration of the Feasibility Period. Seller shall complete any required environmental and/or site remediation prior to Closing.

3. Closing. This Agreement shall be consummated and the purchase and sale hereunder concluded at a closing which shall take place at 10:00 a.m. at the Title Company or such other mutually agreeable location, thirty (30) days after the end of the Feasibility Period. (the "Closing").

4. Taxes; Utilities.

(a) Real estate taxes and utility fees respecting the Property shall be pro-rated between the Purchaser and the Seller as of the date of Closing.

(b) If on the date of Closing, the Property or any part thereof, shall have been affected by an assessment for improvements that have been completed prior to the date of Closing, the unpaid installments of any such assessments, including those which are to become due and payable after the date of closing, shall be deemed to be due and payable, deemed to be liens on the Property, and shall be paid and discharged by Seller at the Closing.

5. Conveyance.

(a) Seller represents and warrants that it has and will convey to Purchaser at Closing good and marketable fee simple title to the Property and shall be insurable by the Title Company at standard promulgated rates on a policy of the title insurance issued by the Title Company. Such good and marketable fee simple title shall be conveyed by bargain and sale deed with covenant against grantor's acts, properly executed and delivered to Purchaser upon receipt by Seller of the purchase price due at Closing as provided herein, and shall be free and clear of all liens and encumbrances except as provided below in Section 6.

(b) Purchaser shall pay for its title search and title insurance premium and any Mansion Tax.

(c) Seller shall pay for any state or local transfer tax which may be payable in connection with recording of the deed and any roll-back taxes.

(d) At the Closing, Seller and Purchaser shall execute a Closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

(e) Seller and Purchaser shall be responsible for payment of their own attorneys' fees.

(f) The parties agree to pay any other Closing costs or fees in accordance with the usual and customary practices in New Jersey.

(g) At Closing the Property shall be delivered vacant, unoccupied and clear of any leases.

6. Title and Survey.

(a) On or before the last day of the Feasibility Period (as defined in Section 7), Purchaser shall deliver to Seller (i) a title report respecting the Property prepared by a Title Company of Purchaser's choice (the "Title Company"), together with legible copies of all documents listed therein as exceptions, which title report shall be accompanied by the Purchaser's notice identifying all matters contained in such title report that Purchaser deems to be objections or defects in title to the Property, and (ii) if elected by Purchaser, a survey of the Property ("Survey") prepared by a surveyor of Purchaser's choice, accompanied by Purchaser's notice identifying all matters reflected in the Survey that Purchaser deems to be objections or defects in title to the Property.

(b) Within seven (7) calendar days following Seller's receipt of the title report and the survey and Purchaser's notices of objections or defects, Seller shall give written notice to Purchaser stating those objections or defects contained in Purchaser's notices, if any, which Seller agrees to correct at Seller's sole expense, prior to Closing under this Agreement, provided, that Seller shall be required to correct at Seller's sole expense prior to Closing any liens or encumbrances which can be satisfied and which may be cured or removed by the execution of a document requiring the signature of no party other than Seller or any party over which Seller has control (including any affidavits). Seller's correction of any objections or defects to which Seller has so agreed or is so required to correct prior to Closing, shall be a condition to Purchaser's obligation to complete Closing under this Agreement.

(c) If Seller does not agree to correct all of the objections or defects mentioned in Purchaser's notices (exclusive of those objections or defects which Seller is required to correct pursuant to Subsection (b), above), Purchaser shall, as Purchaser's sole right and remedy therefore, give Seller written notice, on or before the date seven (7) calendar days following receipt of Seller's response to Purchaser's title and survey objections described in Section 6(b), above, of Purchaser's election of one, of the following options (Purchaser's failure timely to give such notice shall be deemed Purchaser's irrevocable election of option (i), below):

(i) to accept such title to the Property as Seller's is willing and able to convey with no credit or other diminution in the Purchaser Price; or

(ii) to terminate this Agreement, in which case the Deposit and Additional Deposit shall be returned promptly to Purchaser.

(d) Prior to Closing, Purchaser may order an updated title report respecting the Property prepared by the Title Company. In the event that such updated title report reflects any liens, encumbrances or other matters not reflected in the title report submitted by Purchaser to Seller pursuant to Section 6(b), above and not created by or as a result of any actions taken by Purchaser or Purchaser's employees, agents, contractors or subcontractors, Purchaser may give Seller written notice of any such new matters to which Purchaser objects, together with a copy of such updated title report, at least seven (7) days prior to the date of Closing, in which event the date of Closing shall be extended as reasonably necessary to allow Seller to cure any objections. In the event that

Purchaser elects to terminate this Agreement pursuant to this Section 6, the Deposit and Additional shall be promptly refunded to Purchaser, and the parties shall be relieved of any further obligations hereunder, except for those which, by their terms, survive the Closing (the "Surviving Obligations").

7. Delivery of Information to Purchaser; Entry on the Property; Right of Termination.

(a) Within five calendar (5) days following the effective date of this Agreement, Seller shall provide to Purchaser copies of all reports, surveys, documents, certificates, agreements, licenses, leases and all other information regarding the Property possessed by Seller.

(b) The period which commences upon Purchaser's receipt of the documentation identified in paragraph 7(a) above and ends on the sixtieth (60th) day thereafter is herein referred to as the "Feasibility Period." During the Feasibility Period and, for so long as this Agreement remains in effect, the Purchaser, or its agent(s) or designee(s), shall have the right, at reasonable times and in a reasonable manner, to enter upon and inspect the Property at their sole risk, and the Seller shall make the Property available for inspection. The Purchaser shall have the right to have experts or consultants of its choice inspect the Property and to make any necessary tests thereon at Purchaser's expense, including (without limitation) environmental tests and monitoring wells. Any entry on the Property by Purchaser or its agents or representatives pursuant to this Section 7 shall be subject to the following terms and conditions:

(i) To the maximum extent permitted by law, Purchaser agrees to indemnify, defend and hold harmless Seller, Seller's officers, directors, members, employees and tenants from and against any and all claims, suits, actions, liabilities, losses, damages and expenses (including, without limitation, reasonable attorney's fees) arising from any act or omission of Purchaser or any of its employees, contractors, subcontractors, agents or invitees while in, on or about the Property; provided that notwithstanding the foregoing, Purchaser shall have no responsibility to Seller for any damage to persons or property or any release arising from or out of any negligence or willful misconduct on the part of Seller or its employees or contractors.

(ii) Purchaser agrees to repair any damage caused by such inspections to substantially the same condition as prior to inspection.

(c) Unless Purchaser provides Seller with written notice to the contrary prior to expiration of the Feasibility Period, this Agreement shall automatically terminate upon expiration of the Feasibility Period, in which event the Escrow Agent is authorized to refund all Deposits to Purchaser without any additional consent by Seller.

(d) In the event that the Feasibility Period ends on a weekend or national holiday, it shall expire at 11:59 p.m. on the next business day.

8. Representations & Warranties.

(a) Seller, in order to induce Purchaser to enter into this Agreement and to complete Closing, each make the following representations and warranties to Purchaser:

(1) Seller has obtained all consents, approvals, and authorizations from all persons, entities, and governmental authorities required to enter into this Agreement and to consummate the transactions contemplated hereby.

(2) There has not been filed by or against Seller, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee, under the state or federal law, nor has either Seller made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors which petition, proceedings, assignment, or arrangement was not dismissed by final, unappealable order of the court or body having jurisdiction over the matter; and neither Seller is insolvent and neither has admitted in writing the inability to pay its debts as they become due.

(3) Seller is the record title holder of the Property. There are no rights, options or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of the Property or any part thereof or interest therein.

(4) The Property is free from special taxes or assessments, excepting those generally applicable to other properties in the tax district in which the Property is located.

(5) Seller has not executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that (i) has not specifically been disclosed to Purchaser or (ii) will not be revealed by Purchaser's title search of the Property.

(6) Seller has the full and lawful unrestricted right and power to execute, deliver and perform their obligations under this Agreement and to complete all transactions contemplated hereunder.

(7) There are no rights, options, or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of any of the Property, or any interest therein, nor any claims to such rights, options, or other agreements.

(8) No proceedings or actions are pending or, to the best of either Seller's knowledge, threatened, which do or might limit or impair any of the respective rights or privileges of Seller to enter into this Agreement and to consummate the transactions contemplated hereby.

(9) There are no claims, actions, suits, proceedings, or investigations, nor any order, decree or judgment, in law or in equity, pending or in effect, or to the best of the knowledge of Seller, threatened or contemplated against, by or affecting Seller or the Property, and Seller does not know or have reason to be aware of any basis for any other such claim, action, suit, proceeding or investigation arising out of or related to the Property.

(10) There are no maintenance, management, equipment lease, or service agreements in effect with respect to or affecting the Property or any part thereof.

(11) There is no action, suit, or proceeding pending or, to the best of the actual knowledge of Seller, threatened against Seller with respect to or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, county, regional or

municipal department, bureau, commission, board or agency or other governmental instrumentality.

(12) Seller has not received any note or notice of any legal requirement or deficiency concerning the Property, nor any note or notice requiring any work, repairs, construction, or alteration of the Property.

(13) The Property is free of any lien, claim, charge, security interest, or encumbrance, and upon the delivery of the Deed, Purchaser will be vested with good, marketable, and unencumbered title to the Property.

(14) There are no condemnation proceedings pending or, to the best of the knowledge of Seller, threatened against the Property or any part thereof.

(15) No assessments or notices thereof have been made against or, to the best of the knowledge of the Seller, are threatened or proposed against the Property or any part thereof, which has not been paid in full.

(16) No Hazardous Waste, hazardous or toxic materials or wastes or products regulated by any law or ordinance have been stored, treated at or disposed of by Seller on the Property, and, to the best of Seller's knowledge, such have never been stored at, treated, or disposed of on the Property.

(17) There are no unpaid charges due to any utility company or supplier for the installation or hook-up of utility, sewer, water, gas, or electricity lines or connections or the like.

(18) There are no items of equipment located on the Property which are leased by Seller, and, further, Seller has not entered into any lease agreements for the rental of equipment or personal property in connection with the use or operation of the Property.

(19) Seller is not aware of any liens or assessments for public improvements that remain unpaid.

(20) Seller is not aware of any other leases affecting the Property other than Rite Aid.

(21) Neither the Property, nor the use or operation thereof by Seller, or any tenant of the Property, (i) violates, or is alleged by any person or entity to violate, or is not in compliance, or is alleged by any person or entity not to be in compliance, with any land use, environmental, hazardous material and/or waste handling, storage, treatment, disposal or discharge laws or other laws, building codes, zoning or other ordinances, rules or regulations, fire insurance regulations, state labor department regulations, or covenants, conditions and restrictions whether federal, state, local or private; and (ii) there exists no violation, nor is there alleged by any person or entity to exist any violation, of any covenants or agreements of any kind between or with tenants, or with any governmental jurisdiction or private party purporting or acting to restrict in any way the individual use and/or severability of each lot from every other lot; and (iii) neither the Property nor the present operation, use, location and configuration of the improvements on the Land (including without limitation, the side yard, setbacks and any parking and other occupancy ratios) constitutes an illegal use under any zoning or land use law or regulation, and none of the foregoing

is the subject of any variance pursuant to any zoning or land use law or regulation; and (iv) there has not occurred, nor has any person or entity alleged that there has occurred, upon the Property, nor any parcel thereof, any spillage, leakage, discharge or release into the air, soil or groundwater of any hazardous materials or regulated wastes.

(b) Each of the representations and warranties of Seller set forth in subsection 8(a) above, shall be perpetual and survive Closing.

(c) Seller shall inform Purchaser of any facts, transactions, or occurrences of which they become aware after the date hereof which would render any of the representations and warranties contained in this Section 8 untrue in any material respect, and all representations and warranties made in this Agreement shall be deemed remade to Buyer at Closing.

(d) Indemnification by Seller.

(i) Seller agrees to Indemnify Purchaser against and in respect of the following:

(ii) A breach of any of the representations or warranties of Seller set forth in this Agreement;

(iii) Any and all of the following debts, liabilities and obligations of Seller, either direct or indirect, accrued, absolute, contingent or otherwise, and whether known or unknown, or due or payable, fixed or unfixed, choate or inchoate, liquidated or unliquidated, or secured or unsecured:

(A) those existing at or as of the Closing Date; and

(B) those arising from any contract or commitment entered into or made, or any liabilities, acts, transactions, agreements, understandings or obligations incurred, by either Seller (including without limitation obligations incurred prior to Closing as the result of any circumstance or state of facts which occurred or existed prior to Closing, such as a personal injury or property damage which is claimed to have occurred prior to Closing) on or before the Closing;

(iii) Any and all debts, liabilities and obligations of Seller for United States, state or local taxes, assessments, or similar charges, including interest and penalties with respect thereto (without regard to the time such taxes may accrue or be determined or assessed), which are attributable or related to, or cover any period prior to or during which the Closing occurs, for the portion thereof that ends on or before the close of business on the day of the completion of Closing, and arising out of or relating to the Property.

(e) Purchaser. Purchaser represents and warrants the following to Seller and acknowledges that Seller shall rely on such representations and warranties in entering into this Agreement:

(i) Purchaser has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(ii) The individual(s) executing this Agreement on behalf of Purchaser is/are duly authorized and empowered to act for and to bind Purchaser.

9. Seller's Undertakings Pending Closing.

(a) Operation of the Property. Until the earlier of the Closing or the termination of this Agreement, Seller agrees:

(i) Not to do anything that would impair or adversely modify the status of title as shown on the Title Commitment or the Survey.

(ii) Not to enter into any lease, service contract or other contract that, following Closing, will be binding upon Purchaser or the Property without, in each instance, obtaining the prior written approval of Purchaser.

(iii) Not to cause or permit transfer, conveyance, sale, assignment, pledge, mortgage, or encumbrance of any portion of the Property.

(iv) To operate the Property consistent with the existing practice.

(b) Advise Purchaser. Until the earlier of the Closing or the termination of this Agreement in accordance with the terms hereof, Seller shall notify Purchaser in writing promptly upon learning or receiving actual notice, whichever first occurs, of any of the following occurring after the date hereof:

(i) Any event, transaction, or occurrence prior to Closing that would or could materially adversely affect any of the Property, or any other agreement with respect to the Property.

(ii) Any fact or event that would make any of the representations or warranties of Seller contained in this Agreement untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.

(iii) Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property.

(iv) Any proposed change in any zoning or law affecting the use or development of any of the Property.

(v) Any pending or threatened litigation that affects any of the Property or that could affect the transaction contemplated hereby.

(vi) Any threatened or pending proceedings in bankruptcy or insolvency that could affect any of the Property or any person owning any interest therein.

10. Conditions Precedent. Purchaser shall have no obligation to proceed to Closing unless the following conditions have been satisfied (or waived by Purchaser in writing) as of the date of Closing:

(a) All of the representations and warranties of Seller contained in this Agreement shall be and remain true and correct on the date of Closing.

(b) There shall have been no material adverse change between the end of the Feasibility Period and the date of Closing in the conditions and circumstances found to exist with respect to the Property during the Feasibility Period.

(c) The Title Company shall be prepared to issue its owner's title insurance policy covering the Property, subject only to real estate taxes and those matters accepted or deemed accepted by Purchaser in accordance with Section 6 hereof and the standard printed exceptions on such title insurer's standard form policy.

(d) Seller shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller on or before the date of Closing.

(e) Seller shall have tendered physical possession of the Property free of all occupants, leases, licenses, claims or rights of possession.

11. Failure of Conditions. If any condition specified herein is not satisfied on or before the Closing, then Purchaser may, in its sole discretion, (a) waive such condition in writing; (b) terminate this Agreement by written notice thereof to Seller and receive a full refund of the Deposit and Additional Deposit, and the parties shall thereupon be relieved of all further obligations hereunder other than the Surviving Obligations, or (c) if the failure of the condition is due to a breach by Seller hereunder, Purchaser may pursue any of its remedies under Section 16.

12. Seller's Closing Deliveries. At Closing, Seller will deliver the following documents:

(a) The duly executed bargain and sale deed in recordable form.

(b) A reasonable form of owner's affidavit in favor of the Title Company.

(c) A certification that the representations and warranties made by Seller in this Agreement remain true and correct in all material respects as of the date of Closing.

(d) Any other documents or returns as may be reasonably required by the Title Company or Purchaser for performance of this Agreement, conveyance of fee title to the Property and recording of the deed.

13. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person, delivered by a nationally recognized commercial overnight delivery service (such as Federal Express), or on the third day after being mailed by first class registered or certified mail, postage prepaid to the party concerned at the address set forth below or at such other place or address as may be designated by a party hereto:

If to the Purchaser:

and a copy to:

If to Seller:

Wright Partners
Attn: Carl Wright
20 South Olive Street, Suite 203
Media, Pa 19063
302-824-2720
Carl@WrightLD.com

and a copy to:

Eric Phillips, Esquire
298 Wissahickon Ave.
North Wales, PA 19454
267-662-9035
ephillips@hoflawgroup.com

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns until the earlier of (a) Settlement or (b) the valid termination of the Agreement. Neither this Agreement nor any of the rights hereunder may be assigned by any Party, nor may any Party delegate any obligations hereunder without the written consent of the other Party. Notwithstanding the foregoing or anything to the contrary in this Agreement, Purchaser shall have the right on or before the Closing Date to assign its interest hereunder to one or more entities (including Title Entities (defined below)) that are owned or controlled (which control may be subject to (x) major decision rights and/or veto rights of limited partners or (y) other management or control rights customarily granted to institutional investors in arm's length joint venture transactions) by Purchaser. Without limiting the generality of the foregoing, Seller acknowledges that Purchaser does not intend to take legal title to the Property, and Purchaser is acting on behalf of one or more to-be-formed entities (the "Title Entities" and, each, a "Title Entity"). Purchaser shall have the right to assign its interest hereunder to the Title Entities, subject to the terms of clause (a) above (other than the requirement of Seller's consent). Upon such assignment, the same shall result in a "repudiation" of Purchaser's duties hereunder and a "novation" on the part of the Title Entities to Purchaser's duties hereunder. If Purchaser requires financing to purchase the Property, Purchaser's lender shall be notified that the Title Entities will be the actual applicant for the financing and will acquire title to the Property. The Title Entities will purchase the Property either with the funds obtained through financing or with its own assets. In lieu of an assignment to the Title Entities, Purchaser may request Seller to terminate this Agreement and simultaneously enter into an identical agreement of sale with the Title Entities. Any non-permitted assignment or attempted assignment shall be void. Notwithstanding anything contained in this Agreement to the contrary, in the event that any assignment of this Agreement by Purchaser is subject to any transfer tax, Purchaser shall be solely responsible for any and all transfer taxes, fines, penalties and interest associated with such assignment and shall indemnify and hold Seller harmless from and defend the Seller against any claim, demand or liability

(including attorneys' fees) arising out of or resulting from the assignment of this Agreement by Purchaser.

15. Default of Purchaser. Purchaser shall be in default under this Agreement if Purchaser shall fail to tender to Seller either the Deposit, Additional Deposit or the remainder of the Purchaser Price as and when due under the terms of this Agreement. If Purchaser so defaults hereunder, as Seller's sole remedy, Seller may retain the Deposit as liquidated damages for Purchaser's default, in which event this Agreement shall terminate and become null and void.

16. Default of Seller. Seller shall be in default under this Agreement if (i) Seller shall fail at Closing to tender its required deliveries pursuant to Section 12 hereof, or if (ii) Seller is otherwise in default hereunder, in which event Purchaser may elect, in Purchaser's sole discretion, (a) to disregard such default and perform this Agreement by accepting said title and premises in such condition as Seller can convey without abatement in price except for monetary liens of an ascertainable amount, or (b) to obtain the repayment of the Deposit and Additional Deposit as liquidated damages for Seller's default, in which event this Agreement shall terminate and become null and void; or (c) to apply the Deposit and Additional Deposit on account of the Purchase Price and to sue Seller for specific performance of its obligations under this Agreement and/or any other available remedy or damages.

17. Notice and Right to Cure. Each party shall be entitled to written notice of any default, including any missed payments, and shall have five (5) business days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein.

18. Eminent Domain; Casualty.

(a) If, prior to Closing, the Property or any part thereof is taken by eminent domain, this Agreement, at Purchaser's option upon written notice to Seller within thirty (30) days after Purchaser has received written notice from Seller of any such taking, shall be null and void. In the event such election is made by Purchaser, Escrow Agent shall promptly return the Deposit and Additional Deposit to Purchaser. Seller shall notify Purchaser in writing of any such taking or pending taking. If Purchaser elects to proceed to consummate the purchase despite said taking, there shall be no reduction and/or abatement of the Purchase Price; and at Closing Seller shall assign to Purchaser all Seller's rights, title and interest in and to any award or settlement made or to be made in the condemnation proceeding; and Seller shall not be deemed to have breached any covenant, representation or warranty of this Agreement.

(b) If at any time prior to the Closing, any portion of the Property is destroyed or damaged as a result of fire or other casualty ("Casualty"), Seller shall promptly give written notice thereof to Purchaser (a "Casualty Notice"). If the Property is the subject of Casualty, Purchaser shall have the right, at its sole option, of terminating this Agreement by written notice to Seller given within thirty (30) days after receipt of the Casualty Notice from Seller, in which case Escrow Agent shall promptly return the Deposit and Additional Deposit to Purchaser. If Purchaser does not terminate this Agreement, the proceeds of any insurance with respect to the Property paid between the date of this Agreement and the Closing, together with an amount equal to Seller's deductible under such insurance policy, shall be paid to Purchaser at the time of Closing, and all unpaid claims and

rights in connection with any Casualty to the Property shall be assigned to Purchaser at Closing without in any manner affecting the Purchase Price.

19. Brokerage. Melissa Lippe and Greg Jones of Metro commercial have acted as brokers in this transaction. Any commission owed shall be paid by Seller at Closing. Purchaser and Seller hereby warrant to one another that no other real estate agents or brokers have been involved in this transaction. In the event of a breach of the foregoing warranty by either party to this Agreement, that party agrees to indemnify, defend and hold harmless the other party of and from any and all claims of any real estate agents or brokers for fees or commissions, as well as any and all court costs and reasonable attorney's fees associated therewith, arising from or out of such breach of warranty.

20. Modifications. This Agreement may be modified only by an instrument in writing duly executed by the Seller and Purchaser or their successors or assigns.

21. Time of the Essence. Time is of the essence with respect to this Agreement.

22. Miscellaneous.

(a) Captions. The captions and headings in this Agreement are inserted for convenience of reference only, and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

(b) Time Periods. Any time periods provided herein which shall end on a Saturday, Sunday, or legal holiday, shall extend to 11:59 p.m. of the next full business day.

(c) Counterparts. This Agreement may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose. This Agreement may be executed by facsimile or other electronic means such as PDF which shall constitute an original for all purposes.

(d) Whole Agreement. All understandings and agreements which existed heretofore between the parties hereto, whether oral or written, are merged into this Agreement which alone fully and completely expresses their agreement.

(e) Severability. If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Agreement, only such provision so declared invalid shall be thus affected, and all other provisions shall remain in full force and effect.

(f) Recording. This Agreement shall not be recorded in any office or place of public record by either party hereto.

(g) Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New Jersey without regard to any presumption or rule requiring construction against the party who caused it to be drafted. Jurisdiction over any lawsuit or action pursuant to this Agreement shall be in the appropriate state or federal courts located in New Jersey. In any proceeding dispute between the parties in connection with this Agreement, the

prevailing party shall be entitled to recover, in addition to any other relief, its reasonable attorneys' fees and costs in such proceeding from the other party.

(h) Waiver of Jury Trial. PURCHASER AND SELLER EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT.

23. Successors and Assigns. The covenants and agreements in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, permitted assigns and successors in interest.

24. 1031 Exchange. The parties agree to cooperate in any tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code.

25. Effective Date. This Agreement shall become effective on the date when the fully executed version is received by both Purchaser and Seller.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

BLUME-CHAPEL LLC

By: Burdette Chapel

Name: Burdette Chapel

Title: LLC MGR / OWNER

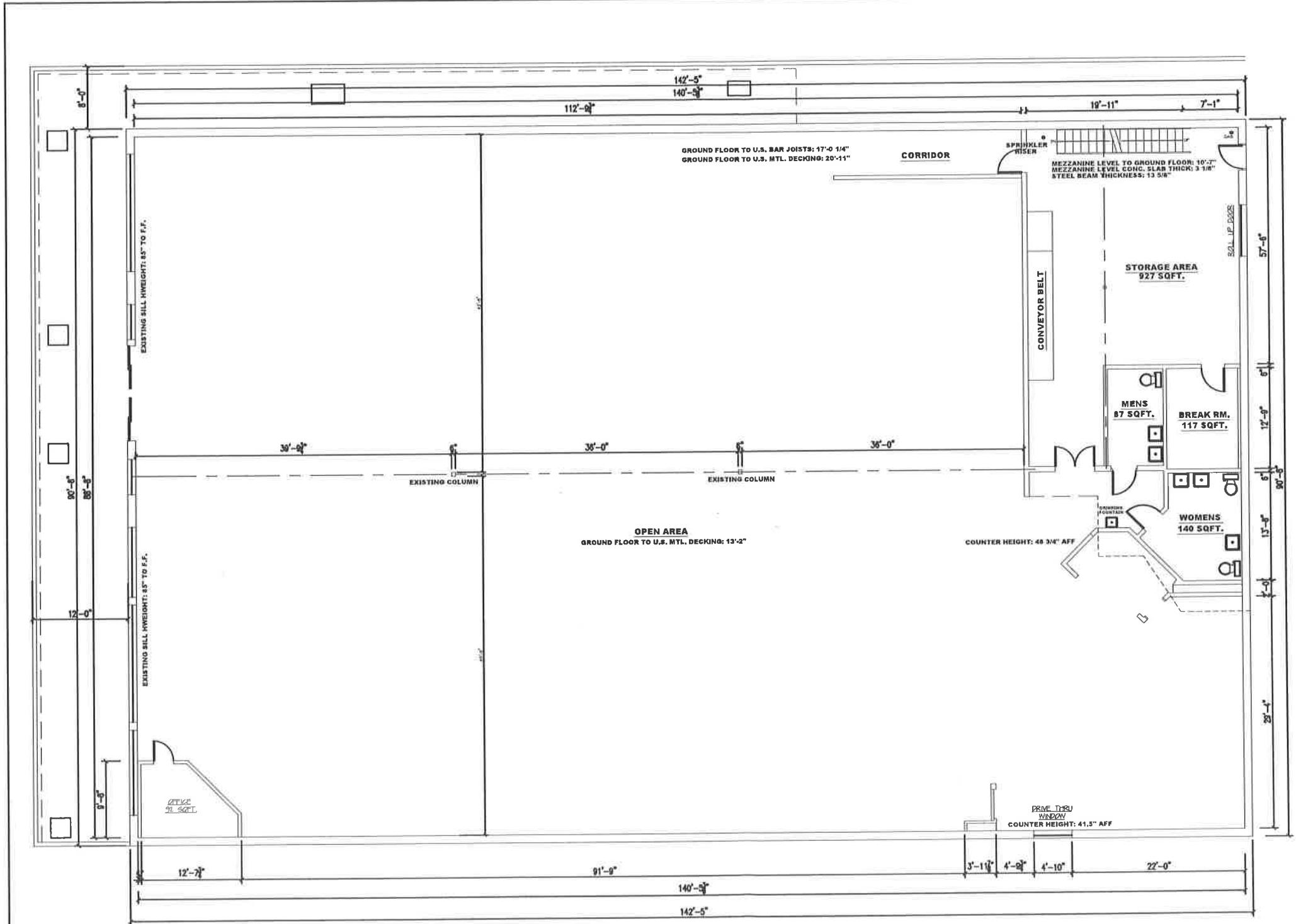
WRIGHT PARTNERS LLC

By: Carl Wright

Name: Carl Wright

Title: Manager

EXHIBIT A
The Property



GROSS SQUARE FOOTAGE OF BUILDING: 12,914
 GROSS SQUARE FOOTAGE GROUND FLOOR: 10,962
 GROSS SQUARE FOOTAGE MEZZANINE: 1,309

EXISTING GROUND FLOOR PLAN
 N.T.S.



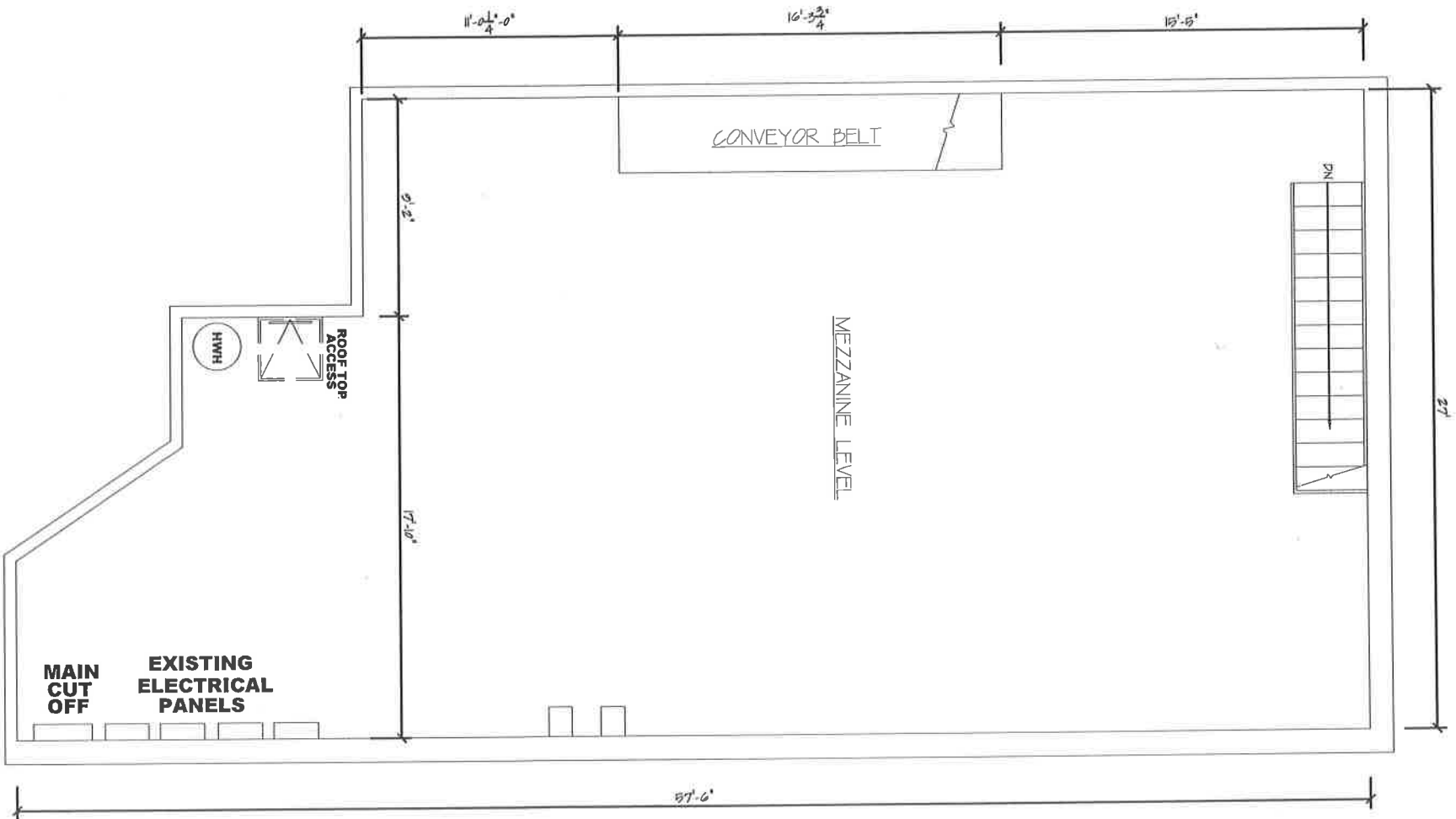
DAVID ROBERT CRAWFORD
 ARCHITECT, A.I.A.
 LEED AP
 CERTIFIED INTERIOR DESIGNER
 102 BROWNING LANE SUITE C-2
 CHERRY HILL, NJ 08003
 EMAIL: DCRAWFORD@DRARCHITECT.COM

REVISED	NO.	DATE	DESCRIPTION	REVISIONS	NO.	DATE	DESCRIPTION

DRAWN BY	R.J.S.
CHECKED BY	D.R.C.
DATE	1/3/20
SCALE	N.T.S.
COMPL. NO.	M

DRAWING: EXISTING GROUND FLOOR
 PROJECT: 1410 WEST LAUREL ROAD
 LINDENWOLD, NEW JERSEY

DRAWING NUMBER
AS1



EXISTING MEZZANINE
1/8"=1'-0"

AS1
DRAWING NUMBER

DRAWING: **EXISTING GROUND FLOOR MEZZANINE PLAN**
PROJECT: **1410 WEST LAUREL ROAD LINDENWOLD, NEW JERSEY**

DRAWN BY		REVISIONS			
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1					

DATE	1/9/20
SCALE	N.T.S.
CONTR. NO.	M

DAVID ROBERT CRAWFORD
ARCHITECT, A.I.A.
LEED AP
CERTIFIED INTERIOR DESIGNER
102 BROOKING LANE SUITE C-2
CHERRY HILL, NJ 08003
PHONE: (856) 666-0018
EMAIL: DCRAWFORD@DRARCARCHITECT.COM

