

## ORDINANCE NO. 13, 2011

AN ORDINANCE AMENDING ORDINANCE 20, 2004 AN ORDINANCE DECLARING THE PRUDENTIAL AND BLOOM SITES IN NEED OF REDEVELOPMENT AND APPROVING A REDEVELOPMENT PLAN FOR THOSE AREAS AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey as follows:

SECTION 1: A Redevelopment Plan entitled "Redevelopment Area Plan Prudential And Bloom Sites, City of Linwood", dated April, 2003, and revised July 8, 2003, November 18, 2003, November 24, 2003 and October 12, 2004 prepared by Peter P. Karabashian Associates, Inc. was adopted pursuant to Ordinance 20, 2004 on October 27, 2004. The specific property deemed to be in the redevelopment zone is as follows: Block 1, Lot 49 and Block 1, Lots 26.01 and 26.02, as designated on the Tax Map of the City of Linwood and hereinafter referred to as the "Prudential and Bloom Sites Redevelopment Project" or the "Redevelopment Area".

SECTION 2: A copy of the Plan is on file in the office of the City Clerk and available to persons desiring to examine the document.

SECTION 3: Whereas, the Common Council of the City of Linwood is desirous of amending the Redevelopment Plan in accordance with all applicable laws and statutes and whereas Exhibit "A", the Amendment to the Redevelopment Area Plan Prudential and Bloom Sites City of Linwood ("Amendment to Redevelopment Plan"), attached hereto and incorporated herein, has been prepared, the Redevelopment Plan be and is hereby amended to include the following: Exhibit "A", the Amendment to the Redevelopment Plan; Exhibit "1", attached to the Amendment to Redevelopment Plan, the Zoning Requirements, Regulations and Standards

Applicable to the Prudential Site Redevelopment Area, inclusive of all Exhibits thereto, more specifically, Exhibit "A", Pre-engineered Site Plan, Buffer Landscape Plan and Sign Plans, collectively, the "Plan".

SECTION 4: Copy of Amended Redevelopment Plan. A copy of the Amended Redevelopment Plan and all Exhibits thereto have been filed in the office of the City Clerk and shall remain there to be made available to persons desiring to examine the documents.

SECTION 5: The Redevelopment Plan as amended by this Amendment is an explicit amendment to the Zoning District Map and Zoning and Land Use Code of the City of Linwood as applicable to the Prudential Site only.

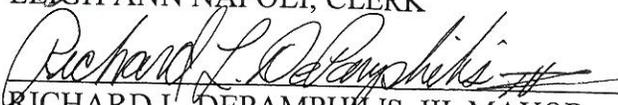
SECTION 5: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies and should any section, clause, sentence, phrase or provision of any item in this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 6: This Ordinance shall take effect upon final passage and publication as provided by law and the filing of same with the Atlantic County Planning Board as required by N.J.S.A. 40:55D-60 of the revised Statues of the State of New Jersey.

FIRST READING: July 27, 2011  
 PUBLICATION: August 24, 2011  
 PASSAGE: September 14, 2011

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on July 27, 2011 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 14, 2011.

  
 LEIGH ANN NAPOLI, CLERK

  
 RICHARD L. DEPAMPHILIS, III, MAYOR

**EXHIBIT "A"**  
**AMENDMENT TO**  
**REDEVELOPMENT AREA PLAN**  
**PRUDENTIAL AND BLOOM SITES**  
**CITY OF LINWOOD**

**EFFECTIVE \_\_\_\_\_, 2011**

**BACKGROUND**

The Redevelopment Area Plan Prudential and Bloom Sites, dated April, 2003 and last revised October 12, 2004 (the "Redevelopment Plan") affects two (2) distinct parcels of property each designated an area in need of redevelopment under the Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.) (each a "Redevelopment Area").

Redevelopment of one of the Redevelopment Areas as identified in the Redevelopment Plan as the Prudential Site, Block 1, Lot 49 on the Official Tax Map of the City of Linwood, Atlantic County (the "Prudential Site"), was undertaken by the property owner, CCC Atlantic, LLC, a Delaware Limited Liability Company ("CCC") as the designated Redeveloper pursuant to that certain Redevelopment Agreement dated December 13, 2005 between CCC and the City of Linwood (the "Redevelopment Agreement").

CCC has proposed to the City of Linwood additional development within the Prudential Site that would provide additional commercial ratables to the City and further the completion of certain public improvements, including, but not limited to, a traffic signal, preservation of the northern buffer and installation and preservation of the southern buffer and reconfiguration of driveways and access points as more specifically set forth herein and in all Exhibits hereto, contemplated in the Redevelopment Plan and the Redevelopment Agreement.

The City desires to amend the Redevelopment Plan to provide for the additional commercial development within the Prudential Site proposed by CCC and its affiliates allowing the expansion of commercial development in exchange for the deed restriction of the Northern Buffer and wetlands area to be maintained in its natural vegetative state and in further exchange for the proposed public improvements, such additional development being in the best interest of the public health, safety and welfare of the residents of the City of Linwood.

Now, therefore, this Amendment to Redevelopment Area Plan Prudential and Bloom Sites (the "Amendment"), having been adopted by the City Council of the City of Linwood through Ordinance No. 13 of 2011 on second reading held on \_\_\_\_\_, 2011, hereby amends the Redevelopment Plan as follows:

1. This Amendment affects only the Prudential Site. All provisions of the Redevelopment Plan remain in full force and effect as to the Redevelopment Area designated therein and referred to as the Bloom Site.

2. Article VI, Section C.2.b(1) is deleted in its entirety and the following Sections C.2.b(1) and (2) are inserted in its place:

b. Permitted Uses and Related Zoning Standards

(1) The City of Linwood Zoning Ordinance Land Use Procedures Planning and Zoning Fees adopted 9/13/78 by Ordinance No. 12-1978 as amended, provides the Land Use Standards by which the Bloom Site will be governed. The zoning district designation for this area is PD, Planned Development Zone and CO, Conservation Zone. The standards incorporated in the City of Linwood Zoning Ordinance will also apply herein, except for standards incorporated as part of this plan.

(2) The standards set forth in Exhibit 1 attached to this Amendment, including the full size copy of the site plan and landscape plan and sign exhibits attached there to and incorporated therein (collectively, the "Plan"), will govern the use and zoning standards applicable to the Prudential Site, both those areas for

which a certificate of completion has been issued and those areas to be developed in accordance with the Redevelopment Plan as amended by this Amendment.

3. Article VI, Section 7.a is deleted in its entirety and the buffer standards set forth in Exhibit 1 attached to this Amendment will be the buffer requirements for development of the Prudential Site.

4. Article VI, Sections 8(a) through (i) are deleted in their entirety and the following are inserted into Article VI, Section 8:

(a) The ingress, egress and circulation into, out of and through the Prudential Site shall be substantially as depicted in the exhibit to the zoning standards included in Exhibit 1 attached to this Amendment, subject to final engineering and the terms of this Article VI, Section 8(b) through (f).

(b) The Prudential Site will be developed in a manner that provides for buffer areas consistent with the plan in the areas along the Route 9 frontage and adjacent to the Southern boundary of the Property, and provides for a sidewalk running roughly parallel to the Route 9 frontage.

(c) The Redevelopment Plan, as amended by this Amendment to Redevelopment Plan, preserves additional areas adjacent to the Northern boundary of the Property and the State delineated wetlands and creates the Deed Restricted Area shown on and consistent with the plan.

(d) Shropshire & Associates, on behalf of the Redeveloper, and Dixon & Associates, on behalf of the City, will jointly go to the New Jersey Department of Transportation ("NJDOT") with the Plan to try to get an official approval from NJDOT as to the location and design of the proposed traffic signal and improvements as shown on the Plan. This "Approval" can be contingent upon the Redeveloper obtaining final amended major site plan approval from the City of Linwood Planning Board for the project substantially as set forth in the Plan. However, no construction permits will be issued until this Approval is received from NJDOT. Redeveloper shall not be issued a building permit for the construction until the NJDOT permits are final and complete and financing has been obtained and bonds have been posted.

(e) Once the Planning Board grants final amended major site plan approval for the revised site plan, and Redeveloper has secured the financing necessary to satisfy all requirements with respect to installation of the traffic signal, the Redeveloper will make formal application for a permit for the traffic signal at the location depicted on the approved plans and the Redeveloper and the City will work together to obtain the final approval for the traffic signal and associated Route 9 improvements from NJDOT. The City's Traffic Engineer and the Redeveloper's Traffic Engineer will work in an expeditious and diligent manner

consistent with the usual and standard practices of traffic engineers who pursue such approvals. If NJDOT approves the application for the permit for the traffic signal, the Redeveloper will enter into a Development Agreement with NJDOT in NJDOT's standard format and post the required performance guarantees and escrows required by NJDOT with respect to all improvements to be completed within the State right-of-way. The City acknowledges that Redeveloper may not be able to pay for final engineering and processing of, and provide the NJDOT required performance guarantees and escrows with respect to, the traffic signal unless and until Redeveloper closes on construction financing for the Project. Redeveloper acknowledges that no building permits will be issued until financing is obtained and bonds have been posted.

(f) Temporary ingress and egress access from and to Route 9 shall be incorporated into the approvals obtained from NJDOT to provide safe access until the new entrance and traffic signal improvements are completed. Until the revised ingress and egress improvements approved by NJDOT are completed, the existing entrance and exit drives located on the Property will be utilized for ingress and egress; provided, however, after the Redeveloper has issued building permits, then the currently blocked drive at the south side of the Property may be used for temporary access in the event that all other access points are not able to be safely used because of construction of the new Route 9 improvements and, upon completion of the Route 9 frontage improvements to the Property, the southern access drive shall be permanently closed and reconfigured as set forth in the Plan.

5. Article VI, Section C.11 is deleted in the entirety and the following is inserted in its place.

11. Pad Site Development. Pad Site Development shall be as depicted on the Pre-Engineered Plan. Development of the Pad Site shall be pursuant to the Pre-Engineered Plan and within the existing limits of pavement. Any development of the Pad Site shall have the same architectural design characteristics as the primary building, including, but not limited to, materials, windows, signage, etc. The intent herein is to develop architecturally compatible additional structures consistent with the primary building, but not to exceed the existing development limits.

6. Upon completion of engineered site plans for development of any portion of the Pad Site, including but not limited to the driveways, entrances, exits, buffers, deed restricted area and any other areas within the site, Redeveloper shall submit such engineered plans to the City Engineer who will review the same within twenty (20) days after receipt of such plans and determine if such engineered plans meet the intent of the Redevelopment Plan as

amended. Any material change in the engineered plans from the Plan must be approved by the Redevelopment Committee. If the City Engineer determines that the engineered plans are not consistent with the intent of the Redevelopment Plan and there is a material change from the Plan, within the twenty (20) day period, the City Engineer will provide his findings to the Redeveloper and the Redevelopment Committee and the Redevelopment Committee will conduct a review meeting within twenty (20) days after receipt of the City Engineer's findings to determine if such change is acceptable. A "material change" shall include, but not be limited to, any reduction in the area of or alteration to the southern buffer or the Northern Buffer, the deletion of the traffic signal or change in the access configuration unless required by NJDOT or an increase in density of development.

7. Exhibit D to the Redevelopment Plan is deleted in its entirety. The buffer standards set forth in Exhibit 1 and the Plan, inclusive of the landscape plan included in the Plan, shall be incorporated herein and made a part hereof at the Prudential Site.

8. Any Ordinance adopting this Amendment shall contain language indicating that the Redevelopment Plan as amended by this Amendment is an explicit amendment to the Zoning District Map and Zoning and Land Use Code of City of Linwood as applicable to the Prudential Site only.

9. Article XII, Section B and Section D are deleted in their entirety.

10. In addition to all other terms of the Redevelopment Plan as specifically amended by this Amendment, the Redevelopment Plan is amended to incorporate the following:

ARTICLE XIII ABATEMENT OF TAXES FOR DEVELOPMENT ON PAD SITE

The Governing Body of the City of Linwood finds that only commercial development of the Pad Site is in the best interest of the City of Linwood and will encourage and promote tax ratables, job opportunities and support for existing businesses as well as public safety in the form of a traffic signal in the Prudential Site. Given the uncertainty of the commercial lending and financial markets, and the market forces negatively impacting development of real property in New Jersey, utilizing the real property tax abatement tools available under the Local Housing and Redevelopment Law would further the purposes of this Amendment and the Redevelopment Plan. Accordingly, in furtherance of the City's goals of the installation of a traffic signal and the acquisition and or deed restriction of the Northern Buffer, the City will enter into a Financial Agreement on terms and conditions as may be mutually agreed upon by the parties hereto. The terms and conditions of such tax abatement and payment in lieu of taxes structure shall be as required under the Local Housing and Redevelopment Law, including, but not limited to, the nature of the owner/developer entity party to the Financial Agreement and the duration of the abatement program. The tax abatement will begin upon the receipt by the Redeveloper of the first temporary Certificate of Occupancy, issued by the City.

The Certificate of Completion will be issued upon the completion by the Redeveloper of all the building, site, traffic and other real estate improvements, filings, deed restrictions, easements and other pertinent administrative requirements.

11. Any additional design or related zoning standards may be incorporated herein or as part of the amendment to the Redevelopment Agreement as deemed appropriate by the Governing Body of the City of Linwood.

12. The Redevelopment Plan as amended by this Amendment is consistent with and is designed to effectuate the duly adopted Master Plan of the City of Linwood.

13. All references in the Redevelopment Plan to “Redevelopment Plan,” as applied to the Prudential Site only, shall mean and refer to the Redevelopment Plan as amended by this Amendment.

14. All terms, statements and conditions of the Redevelopment Plan applicable to the Prudential Site and not specifically modified in this Amendment shall remain in full force and effect as if fully set forth herein. In the event of conflict between the terms of the Redevelopment Plan and this Amendment, the terms of this Amendment shall control.

15. ARTICLE XIV, Section A is deleted in its entirety and the following is inserted into Article XIV, Section A in its place:

PROCEDURES FOR AMENDING THE APPROVED REDEVELOPMENT  
PLAN

A. This Redevelopment Plan, as amended, may be further amended from time to time upon compliance with all applicable laws and statutes and upon approval of the Governing Body. In addition to any other requirements, including but not limited to those imposed by N.J.S.A. 40A:12A-7 et seq., mutual agreement between the City and the Redeveloper is required only where a new or Amended Redeveloper's Agreement is in place and where an amendment would change the controls governing the use of land under said Agreement.

**EXHIBIT "1"**

**ZONING REQUIREMENTS, REGULATIONS AND STANDARDS  
APPLICABLE TO THE PRUDENTIAL SITE REDEVELOPMENT AREA**

**I. Use regulations.**

A. Within the Redevelopment Area, no building structure or land shall be used, and no building or structure shall be erected which is arranged, intended or designed for any use other than the following:

(1) Retail sales of goods, including, but not limited to, the following:

- (i) camera, video, computer, and electronic goods (i.e. Radio Shack);
- (ii) books, records, CDs and DVDs stores (i.e. Border's, Barnes & Noble; fye);
- (iii) clothing, shoes and accessories;
- (iv) baked good, pastries, bagels, cookies, candy and confections prepared on site for sale at retail;
- (v) frozen and other dessert products;
- (vi) office supplies;
- (vii) floor covering, upholstery, paint, hardware and home decorating stores;
- (viii) furniture;
- (ix) jewelry sales and service;
- (x) art, including galleries;
- (xi) luggage;
- (xii) musical instruments and sheet music;
- (xiii) sporting goods, equipment and awards, excluding all types of firearms;
- (xiv) toys, art and craft supplies and hobby crafts;
- (xv) small mechanical equipment/parts sales and repair, but excluding, lawnmowers and other gas-powered household and small business machinery, motorcycles and all heavy equipment and machinery;

on site;

(xvi) garden supplies;

(xvii) candy, confections and other packaged food not prepared

(xviii) coffee and non-alcoholic beverages; and

(xix) prescription and non-prescription eyeglass stores.

(2) Professional offices.

(3) Solar energy equipment as an accessory use, which may be mounted on light poles and pylon signs within the property, or may be mounted on top of any building and structure so long as such equipment is not visible from Route 9.

(4) Restaurants; provided, however that sales of food produced in the restaurant kitchen for consumption off-premises, at retail or wholesale (such as Bobby Chez crab cakes and Formica Bros bread), and specialty prepared food and beverage facilities such as Dunkin Donuts, Starbucks, Subway, Auntie Ann's Pretzels, etc., shall be permitted so long as the primary use of the premises is for the restaurant use and on premises consumption.

(5) Retail sales or provision of services, including, but not limited to, the following:

(i) medical or dental clinic;

(ii) out-patient medical services such as radiology, chemotherapy, dialysis and same-day surgery;

(iii) education or training facilities such as art, music, dance, sports training and similar instructional schools;

(iv) hair, nail and cosmetic services and applications including permanent make-up application, excluding all other tatoos;

(v) massage, facial and tanning services;

(vi) physical fitness center, training, gym or fitness club;

(vii) photographic studios;

(viii) catering;

(ix) photocopying/blue printing;

(x) data processing and data equipment servicing;

- (xi) protective services;
- (xii) stenographic;
- (xiii) radio and television stations, but no ground mounted antennas shall be permitted. Satellite dish antennas associated with such use shall only be permitted on the roof of buildings so long as such equipment is not visible from Route 9;
- (xiv) recording studios and other communication centers;
- (xv) telephone business centers;
- (xvi) government contractor offices and testing facilities, including, but not limited to, contractors who provide testing and training for TSA and FAA employees, systems and services; provided, however, that no chemical, biological, munitions or live weapons testing occurs on the property; and
- (xvii) postal and other mail or delivery services (retail only--not processing or distribution), including United States Postal Service facilities and private mail or UPS-type facilities.

- (6) Governmental services such as Federal, State, municipal or county service offices (i.e. FAA, U.S. Census offices, City offices and branch offices of NJDOT and NJDEP) including law enforcement offices except parole offices, which are specifically a prohibited use as provided herein.
- (7) Banks and financial institutions and service offices, including, but not limited to, financial advisors, accountants, tax preparers.
- (8) Data Centers and data equipment facilities and data disaster relief facilities.
- (9) Conference or meeting facility, or catering hall.
- (10) Accessory uses incidental to any permitted use, including, but not limited to, storage areas and rooms and employee break, lunch and rest/lounge areas.

B. Prohibited Uses: Permitted uses shall specifically not include the following prohibited uses:

- (1) Any and all residential uses.
- (2) Tattoo sales and services.
- (3) Adult entertainment facilities where nudity or partial nudity occurs.

- (4) Kennels, retail aquariums, zoos or any other establishments engaged, in any manner, in the breeding, boarding, maintenance or display of animals, other than pet shops and veterinary hospitals.
- (5) Warehouse or commercial storage rental units.
- (6) Fast food restaurants.
- (7) Gasoline filling stations.
- (8) Garages.
- (9) Automotive or garage repair shops.
- (10) Space leased for the storage of construction, industrial or manufacturing materials and equipment, inclusive of vehicular parking associated therewith.
- (11) Laundromat.
- (12) General retail grocery stores; provided, however, that specialty stores such as Trader Joes, Fresh Fields or Whole Foods stores shall be permitted.
- (13) Parole offices.

C. Special Use provisions.

- (1) Tables, chairs, benches, plant boxes and plantings and other amenities for tenants, occupants and users of the Project shall be permitted within the sidewalks around and adjacent to the buildings on the Property subject to the procedures set forth in this paragraph. Tenants desiring to utilize outdoor space for independent business activities of the specific tenant shall first secure the written consent for the proposed use from the landlord or property owner, then shall apply to the Redevelopment Committee, by way of notice to the Linwood Municipal Clerk, of the proposed use, including the complete and relevant information, including but not limited to a diagram, necessary for the Redevelopment Committee to fully understand the location, aesthetics and contemplated activity within such outdoor space. The Redevelopment Committee shall make a determination within twenty (20) days after receipt of the notice from the tenant as outlined in the prior sentence and a copy of the written consent from the landlord or property owner whether the proposed use is consistent with the terms of the Redevelopment Plan. For purposes of this provision, either "notice" to the Redevelopment Committee or the "determination" of the Redevelopment Committee can be sent by email, Fax or letter that is mailed or hand delivered. Unless the Redevelopment Committee notifies the landlord or property owner within the twenty (20) day period that the proposed use is not consistent with the terms of the Redevelopment Plan, the tenant's proposed use is deemed permitted. The

tenant's use of all outdoor space shall be in full compliance with all rules and regulations promulgated by the landlord or property owner from time to time and as approved by the Redevelopment Committee.

- (2) Process to determine if Uses are Permitted: If the Zoning Officer cannot determine whether a use proposed at the Property is a permitted use under Section A above, the Zoning Officer or the Property Owner may submit a written request to the Redevelopment Committee of the City for a determination as to whether the use is permitted. Such determination shall be made within twenty (20) days shall not make any determination within the twenty (20) day period, the use proposed shall be deemed permitted. Any party that disputes the determination of the Redevelopment Committee may file an appeal of the Redevelopment Committee's determination with the Governing Body of the City no later than twenty (20) days after the Redevelopment Committee's determination is memorialized in writing, such memorialization to be delivered to the Property Owner via email, FAX, regular mail or hand delivered and filed with the Zoning Officer.

## **II. BULK STANDARDS AND DESIGN CRITERIA.**

A. All buildings and structures within the Redevelopment Area shall conform to the following standards. Except as specifically provided in this Article II, no provision of the City of Linwood Zoning Code or Land Development Ordinances, except for definitions and design standards, unless otherwise provided for herein, shall apply to the development of any building, structure or land improvement within the Redevelopment Area. Attached hereto as Exhibit A is an pre-engineered site plan, buffer landscape plan and sign plans (collectively, the "Plan") showing how the following standards shall be implemented in the Redevelopment Area to achieve the goals of the Redevelopment Plan, including the location and design of proposed property signage:

- (1) Impervious coverage shall not exceed 45% of the total lot area; provided, however, if any part of the property is conveyed to an entity for conservation or public open space purposes or is deed restricted, the impervious coverage on the unrestricted portion of the property shall not exceed 80%. The total perimeter of the developed area shall not extend beyond the existing limits of disturbance without the review and consent of the Redevelopment Committee.
- (2) Square footage of all buildings on the property shall not exceed 360,000 square feet of building area for all floors of all buildings, including basement areas.
- (3) The maximum height of all buildings will be the lesser of forty (40) feet or three (3) stories in height, excluding utilities mounted on the roof.

- (4) Setback dimensions are not applicable. Only development as it appears on the approved Plan is permitted.
- (5) Off-street parking and loading requirements shall be permitted under the current parking approval applicable to the property, with off-street parking provided at a rate of 3.0 parking spaces per 1,000 square feet of leaseable building space as determined by the review of floor plans by the City Engineer. The minimum parking space shall be 18' by 9' in size.
- (6) Specific parking spaces may be designated for use by specific tenants/occupants of the property and such spaces identified with either pavement markings or erect signs at the head of the specific spaces.
- (7) The minimum tract size is five (5) acres.

B. Screening; buffers; signs; access.

- (1) Any trash receptacles, waste facilities or storage areas shall be appropriately screened by solid fencing and plantings of evergreen and/or deciduous trees and shrubs to form a continuous screen from grade elevation to a height of six feet.
- (2) Landscape buffers shall incorporate a combination of spatial separation, existing vegetation, fencing and additional plantings according to the approved Landscape Plan and shall be subject to the following:
  - (i) Width of buffer:
    - (1) Route 9 Frontage – 20 feet from the Route 9 Right-of-way. Buffers along the front property boundary adjacent to Route 9 shall be used exclusively for landscaping, utilities, signs, sidewalks, bike paths and access. Existing trees in this specific area of the buffer area that must be removed in order to install utilities, signs, sidewalks, bike paths and access may be removed by the Redeveloper as indicated on the Plan only after review and approval, which shall not be unreasonably withheld or delayed, by the Redevelopment Committee. Such removal shall be completed under the supervision of the City Engineer and, to the extent that replacement plantings can be installed where trees were removed after such utilities, sidewalks, and signage have been installed and will not interfere with the use or operation of such utilities, sidewalks, and signage, Redeveloper shall install replacement plantings mutually acceptable to the City Engineer and Redeveloper.

- (2) Southern Property Line - 30 feet from the property boundary; provided, however, where fencing at least 6 feet high and of a solid material and design is placed in the buffer area, the buffer that includes such fencing in the side yard area that is 350 feet or more from the Route 9 right-of-way may be reduced to 14 feet in width. Notwithstanding any fencing included in side yard buffers, the width of such buffer area from the Route 9 right-of-way to a point that is 350 feet from such right-of-way shall be 30 feet in width.
  - (3) Northern Property Line – Pursuant to the Redevelopment Plan as amended, the City and the Redeveloper shall cause the vegetated (trees and other plant and vegetation) area as depicted on the Plan attached hereto and incorporated herein, to be left in its present state, in which event the following shall apply:
    - a. Certain easements depicted on the Plan, including the temporary easement for the existing light poles and signage (which will be removed when the Pad Site is developed), the storm water drainage easement to the southern side of the Property and the easement along the Route 9 frontage for sidewalk, utilities, bike path and signage, shall remain in the Northern Buffer;
    - b. Redeveloper shall not install any improvements in the Northern Buffer except within the easement areas described in Subsection II.B.(i)(3)a above and as identified on the Plan; and
    - c. If the Northern Buffer is acquired by the City or another public entity and made public open space, all tenants and occupants of the Property shall have the right to utilize the public open space in the same manner as all other persons on a non-exclusive basis.
- (ii) All buffer will be subject to the following:
- (1) Fencing included in the buffer design shall be solid, six feet in height from the highest ground level

adjacent to such fence. The color of the fence shall be neutral;

- (2) Existing plantings shall be maintained in all buffers to the extent possible and supplemented, to the extent necessary, with additional plantings, to provide a visual screen in accordance with the approved Plan. The buffer shall be maintained by the property owner for the life of the project;
  - (3) Landscape berms may be included in buffer design so long as such berms do not endanger any existing mature trees adjacent to the proposed berm, the berm is no higher than 6 feet and no smaller than 3 feet in height from the grade of the adjoining land and shall be designed to accommodate a variety of plantings, as approved by the Municipal Engineer, as depicted on the Landscape Plan;
  - (4) Existing trees may be removed from the Route 9 frontage buffer area as necessary for installation of Route 9 frontage landscaping, signs, utilities, sidewalks, access and as necessary for visibility of the property signage from Route 9. Any tree removal from the Route 9 Frontage Buffer area adjacent to the Northern Buffer Area in order to install sidewalks, signage and utilities, as shown on the Plan shall be subject to review and approval by the Redevelopment Committee which shall not be unreasonably withheld or delayed, shall occur under the supervision of the City Engineer and, to the extent that supplemental plantings can be installed where trees were removed after such utilities, sidewalks, and signage have been installed and will not interfere with the use or operation of such improvement, Redeveloper shall install such supplemental plantings; and
  - (5) No improvements may be installed in the Northern Buffer unless in connection with the open space public purpose and as approved by the Redevelopment Committee.
- (3) The signage that is permitted in the Redevelopment Area is illustrated in the Plan attached hereto, which provides examples of the design and layout of building and tenant signage, recognizing that tenants may require brand specific signage in connection with their specific space, which shall

be permitted. Any signs different from those included in the Plan, including, but not limited to, temporary and brand specific signage, shall be subject to the review and approval of the Redevelopment Committee. All signage in the Prudential Site shall be subject to the following:

(i) Pylon Signs:

- (1) One (1) pylon sign which may be located in the front yard of the property, identifying the Project and one or more tenants in the Project;
- (2) The sign face of the Pylon sign may contain the Property/Project name, street address of the Project, the name and logo of individual occupants/tenants and an LED display board. The LED display board shall have adjustable brightness, no flashing lights and not scroll faster than every 30 seconds. The brightness of the LED display board shall not exceed the specific standard for maximum brightness as set forth in Exhibit "A" attached to Exhibit "1" and as approved by the Municipal Engineer];
- (3) Pylon signs including the poles, supports, and decorative tops and finishes included in the pylon sign structure may be no higher than 15 feet from the ground and no wider than 20 feet. The design shall be similar to that depicted in the attached sign Exhibits and the dimensions shown in those Exhibits shall be revised to comply with the dimensions specified in this section;
- (4) Pylon signs may be mounted flush to the ground and may be 2-sided. If the 2 sides are not identical, the larger side shall be measured for purposes of determination of compliance with these standards;
- (5) Pylon signs may be halo-lit and/or stencil cut illuminated; and
- (6) Pylon signs may indicate the Property's developer and/or management company name and telephone number and/or the street address for the Property on the sign face.

(ii) Monument Signs:

- (1) Up to six (6) monument signs identifying the Project and/or one or more tenants may be installed anywhere on the Property;
- (2) These signs may be 2-sided, but for purposes of determining if such signs conform to these zoning standards, only one side shall be measured. If the 2 sides are not identical, the larger side shall be measured for purposes of determination of compliance with these standards;
- (3) All signage may be halo-lit and/or stencil cut illuminated;
- (4) Monument signs may only contain the name, address and logo of the property/project and/or the name and logo of the identified tenants;
- (5) Monument signs shall be ground mounted shall not exceed 8 feet in height or be larger than the signs included in the Plan; and
- (6) Monument signs may indicate the Property's developer and/or management company's name and telephone number on the sign face.

(iii) Building Façade Signs:

- (1) Each building may have one building mounted sign identifying the Project or a major tenant occupying such building. Major tenants are defined as any tenant occupying 5,000 square feet of space or more in the specific building;
- (2) The size, design (including lighting) and location of all Building façade signs shall be subject to the review and approval of the Redevelopment Committee prior to submission of any application for installation of such signs is made to the City Construction Office.

(iv) Tenant Identification Signs:

- (1) identification signs adjacent to a tenant's/occupant's space may be placed on the door, on the building façade glass and/or protruding from the building wall (such as a medallion or blade sign hanging in front of or printing or lettering on an awning

hanging over the door or storefront), but all tenant/occupant signs collectively shall be no larger than 25% of the front façade of the applicable occupied space;

(2) tenant/occupant identification signs shall be designed to be compatible with the design of the specific building in terms of style, color and materials, and may contain the logo, brand identification and/or colors of the specific occupant brand/franchise or business; and

(3) Tenant/occupant identification signs may be halo-lit.

(v) Other Signs:

(1) interior building signage shall be as determined by the property owner, including tenant directory signage, signage adjacent to entrances to individual occupant spaces and common facilities signage;

(2) mounted reserved parking space signs shall be no larger than 12 inches by 18 inches and be mounted at a height not to exceed 6 feet from the elevation of the specific parking space and be of a design and color consistent with other signage at the property. Such signs shall not block any sidewalk area or impede pedestrian access from the parking area to such sidewalks; and

(3) traffic and parking signage as required under and designed in conformance with applicable New Jersey Statutes Title 39 requirements.

(4) No City of Linwood storm water drainage design or layout requirements shall apply to development in the Redevelopment Area. Only storm water drainage requirements under NJDEP regulations and statutes, if applicable, will apply to development in the Redevelopment Area.

(5) Access to any public street, thoroughfare or right-of-way shall not occur at intervals of less than 80 feet, center line to center line, nor shall any access be allowed within 50 feet of a public street intersection. Any drive aisle permitting two-way traffic shall not exceed 36 feet in width or be less than 24 feet in width; provided, however, that drive aisles that fall within the jurisdiction of NJDOT shall be designed as required by NJDOT. Any drive aisle permitting one-way traffic shall not exceed 22 feet in width or be less than 18 feet in width. Where any drive aisle crosses a landscaped

area along any lot line, such drive aisle shall be an angle of 90° to the landscaped area. Where it is impossible to provide the drive aisle in a ninety-degree angle, the angle shall as closely approximate to 90° as is possible.

- (6) Wetlands and wetlands buffer areas within the property may be used for purposes of determining compliance of the project with storm water drainage requirements, impervious surface, building and other coverage ratios and other bulk standards. No improvements may be installed in the buffer areas except as specifically permitted under Section B(2)(i)(1) above with respect to the Route 9 Frontage buffers, unless approved by the Redevelopment Committee.

- C. In the event there is a conflict between or uncertainty as to whether the provisions of the standards set forth in this Zoning Requirements, Regulations and Standards Applicable to the Prudential Site Redevelopment Area or any other zoning code, ordinance, regulation or standard in the official Code of the City of Linwood, the standards and requirements set forth in this Zoning Requirements, Regulations and Standards Applicable to the Prudential Site Redevelopment Area shall control.



# NEW PYLON A20

## PYLON SIGN

- HALO LT DIMENSIONAL ALUMINUM LETTERS FOR "CORNERSTONE"
- STENCIL CUT ILLUMINATION PUSH THROUGH LETTERS FOR "COMMERCE CENTER" & SQUARE LOGO PANELS
- "Developed By..." IS APPLIED VINYL GRAPHICS
- TRANSLUCENT PLEX VENDOR FACES ARE 1' 5" X 7' 4", TYPE SHOWN IS 8" HIGH
- 1 1/2" SQUARE METAL TUBE STAND OFF ACCENTS
- ALL ALUMINUM CONSTRUCTION
- LED SCREEN LIVE AREA IS 4' 3" X 6' 5"



STUCCO FINISH TO MATCH BUILDING ALUMINUM
PANTONE 156-C1
PANTONE 727-C1
PANTONE 1535-C1

## CORNERSTONE COMMERCE CENTER

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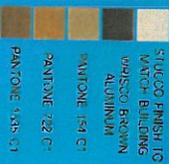
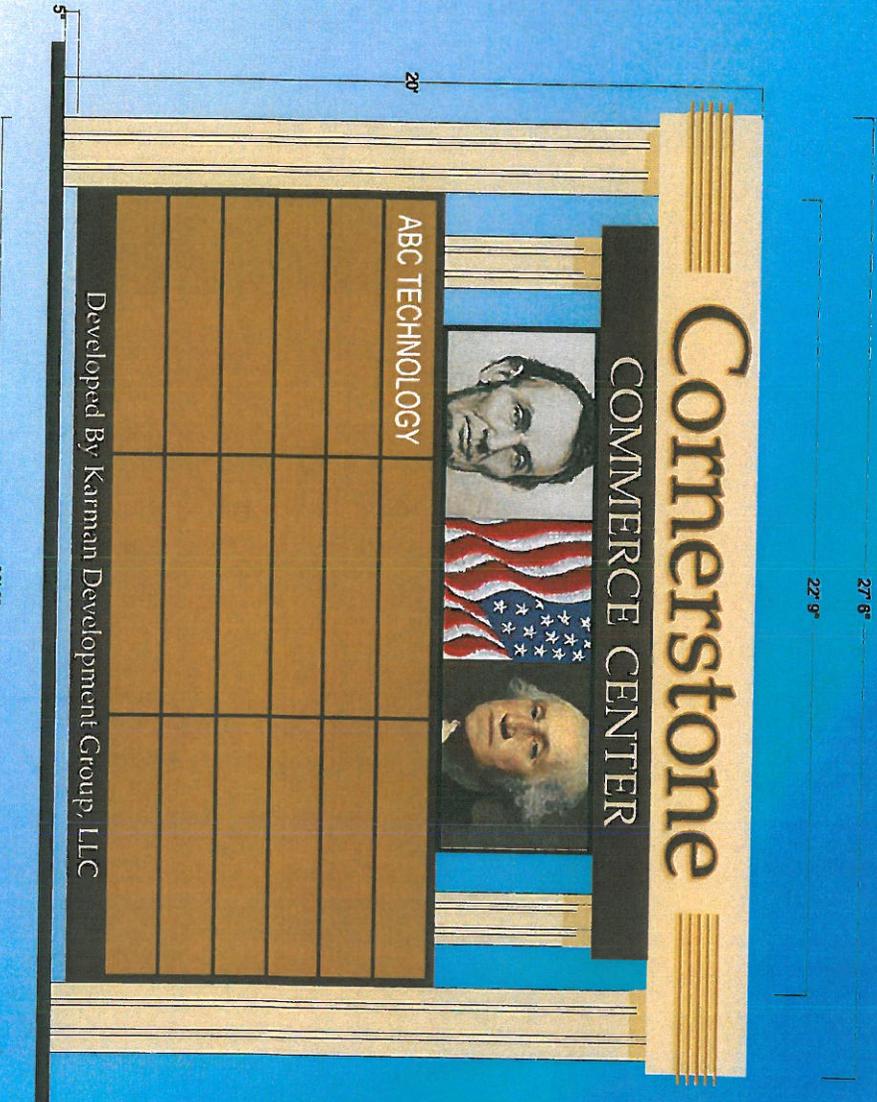


631 Herman Road  
 Jackson, NJ 08527  
 732-922-8299  
 732-928-4850 Fax  
 www.thejsletting.com

# NEW PYLON B20

## PYLON SIGN

- HALO LIT DIMENSIONAL ALUMINUM LETTERS FOR "CORNERSTONE"
- STENCIL CUT ILLUMINATION PUSH THROUGH LETTERS FOR "COMMERCE CENTER" & SQUARE LOGO PANELS
- \*Developed By... " IS APPLIED VINYLGRAPHICS
- TRANSLUCENT PLEX VENDOR FACES ARE 1' 5" X 7' 4" TYPE SHOWN IS 8" HIGH
- 1 1/2" SQUARE METAL TUBE STAND OFF ACCENTS
- ALL ALUMINUM CONSTRUCTION
- LED SCREEN LIVE AREA IS 4' 2" X 14' 9"



## CORNERSTONE COMMERCE CENTER

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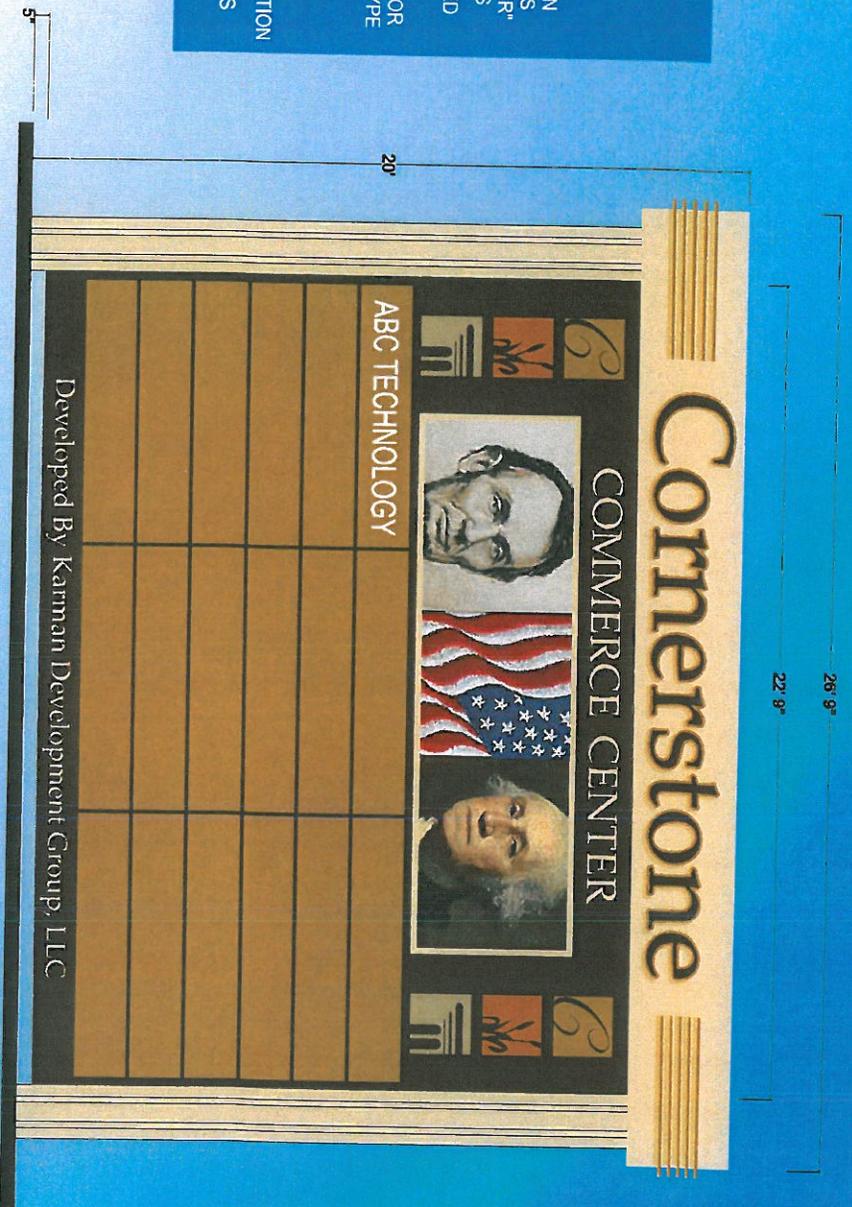
**The J/S**  
**Lettering Inc.**

631 Herman Road  
Jackson, NJ 08527  
732-922-8299  
732-928-4850 Fax  
www.thejstlettering.com

# NEW PYLON C20

## PYLON SIGN

- HALO LIGHT DIMENSIONAL ALUMINUM LETTERS FOR "CORNERSTONE"
- STENCIL CUT ILLUMINATION PUSH THROUGH LETTERS FOR "COMMERCE CENTER" & SQUARE LOGO PANELS
- "Developed By..." IS APPLIED VINYLGRAPHICS
- TRANSLUCENT PLEX VENDOR FACES ARE 1'5" X 7'4". TYPE SHOWN IS 8" HIGH
- 1/2" SQUARE METAL TUBE STAND OFF ACCENTS
- ALL ALUMINUM CONSTRUCTION
- LED SCREEN LIVE AREA IS 4'3" X 14'9"



- STUCCO FINISH TO MATCH BUILDING
- VINYLICO BROWN ALUMINUM
- PANTONE 194 C
- PANTONE 72 C
- PANTONE 335 C1

## CORNERSTONE COMMERCE CENTER

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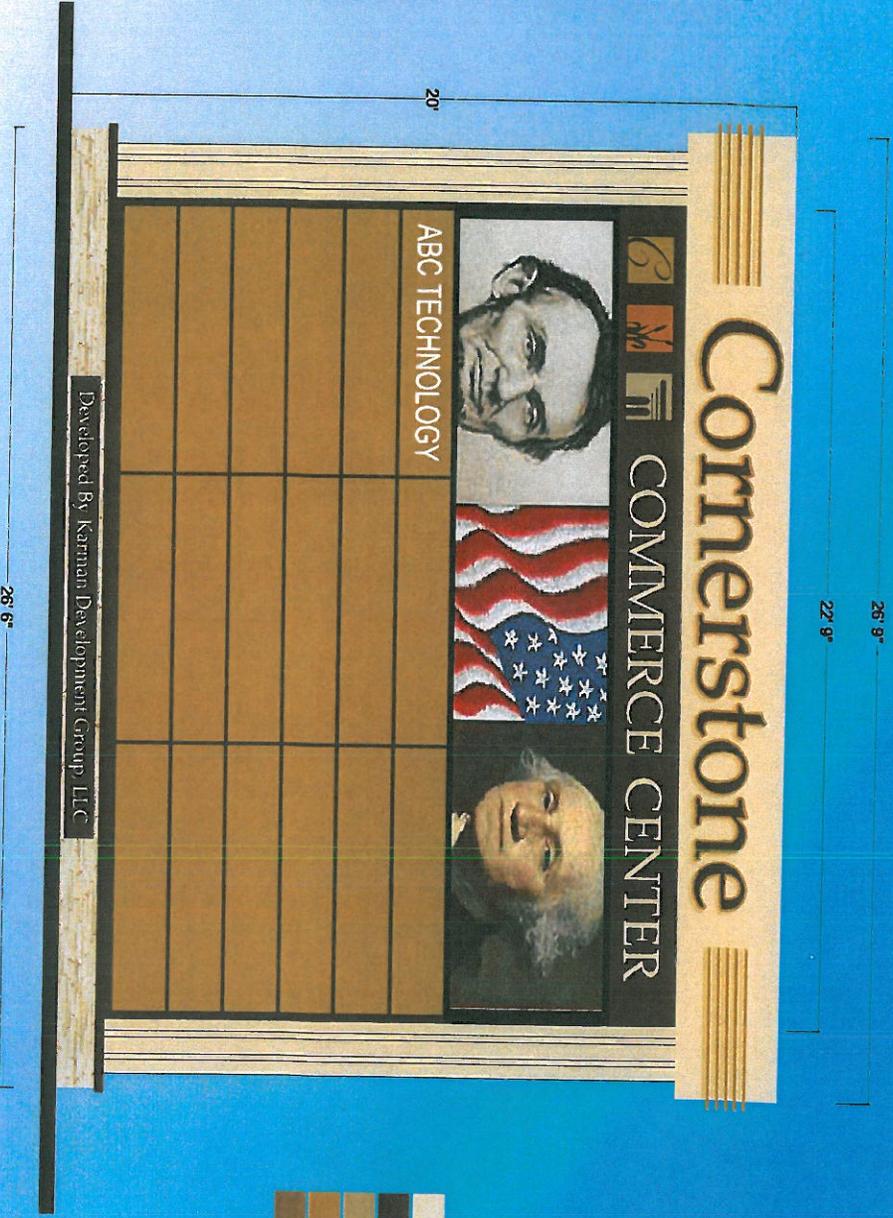


631 Herriman Road  
 Jackson, NJ 08527  
 732-928-8299  
 732-928-4850 fax  
 www.thejlettering.com

# NEW PYLON D20

## PYLON SIGN

- HALO LIT DIMENSIONAL ALUMINUM LETTERS FOR "CORNERSTONE"
- STENCIL CUT ILLUMINATION PUSH THROUGH LETTERS FOR "COMMERCE CENTER" & SQUARE LOGO PANELS
- "Developed By..." IS APPLIED VINYLGRAPHICS ON PLAQUE
- TRANSLUCENT PLEX VENDOR FACES ARE 1' 5" X 7' 4" TYPE SHOWN IS 8" HIGH
- 1/2" SQUARE METAL TUBE STAND OFF ACCENTS
- URETHANE FAUX STONE
- ALL ALUMINUM CONSTRUCTION
- LED SCREEN LIVE AREA IS 4' 2" X 21' 10"



Developed By Karman Development Group, LLC

- STUCCO FINISH TO MATCH BUILDING
- VANISCO BROWN ALUMINUM
- PAINTONE H41 CR
- PAINTONE /22 CR
- PAINTONE /55B C1

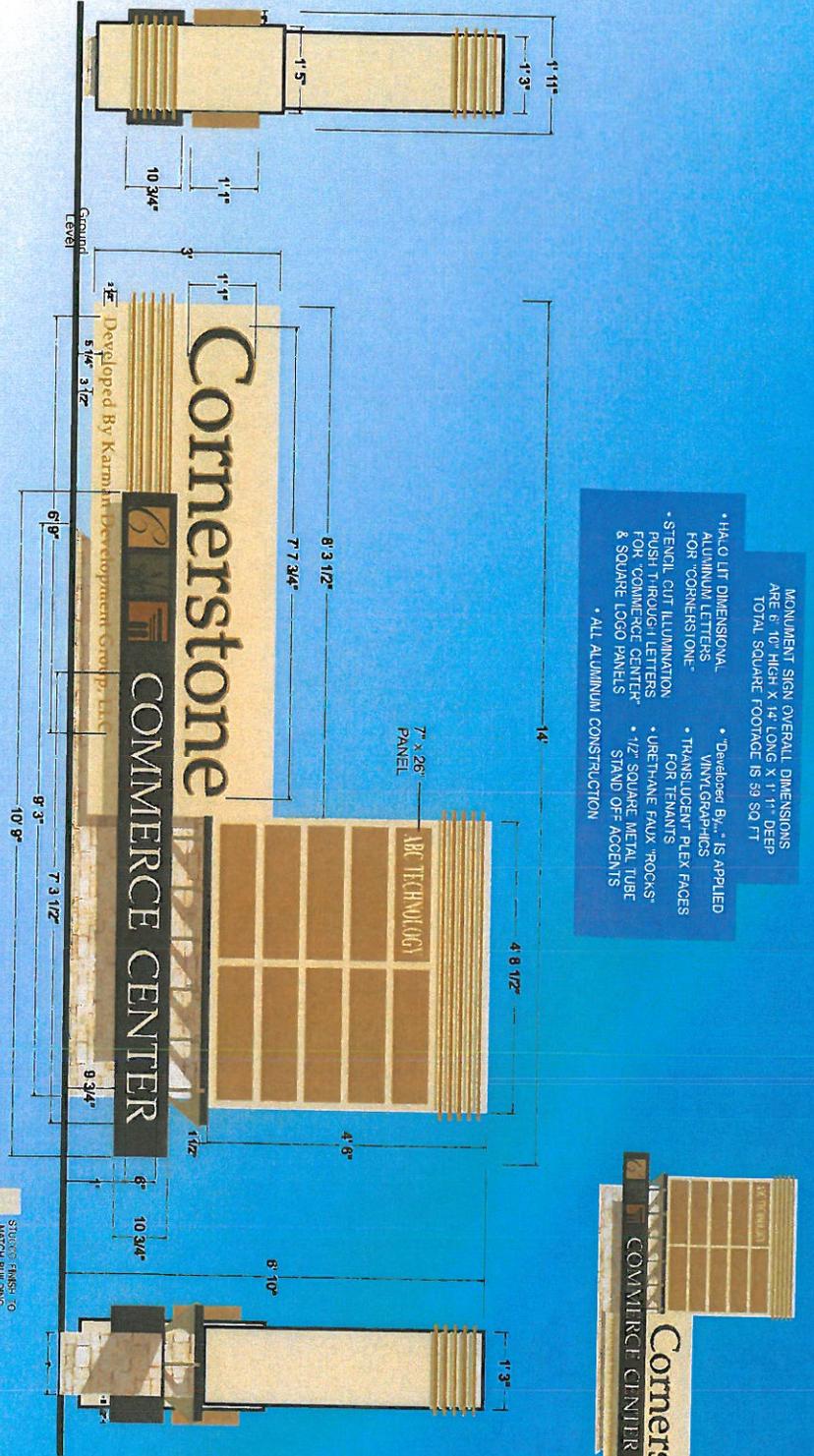
## CORNERSTONE COMMERCE CENTER

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631 Herman Road  
 Jackson, NJ 08527  
 732-928-8299  
 732-928-4850 Fax  
 www.thejslettering.com

# SIGN A Tenant Sign



- MONUMENT SIGN OVERALL DIMENSIONS**  
 ARE 6' 10" HIGH X 14' LONG X 1' 1" DEEP  
 TOTAL SQUARE FOOTAGE IS 99 SQ FT
- HALO LIT DIMENSIONAL ALUMINUM LETTERS FOR 'CORNERSTONE'
  - STENCIL CUT ILLUMINATION PUSH THROUGH LETTERS FOR 'COMMERCE CENTER' & SQUARE LOGO PANELS
  - ALL ALUMINUM CONSTRUCTION
  - Developed By - IS APPLIED VINYL GRAPHICS
  - TRANSLUCENT PLEX FACES FOR TENANTS
  - URETHANE PAUX 'ROCKS' 1/2" SQUARE METAL TUBE STAND OFF ACCENTS



- STAINLESS FINISH: 316
- ALCOHOL RESISTANT
- WISCONSIN POLYMER
- ALUMINUM
- PANTONE 151 C1
- PANTONE 22 C1
- PANTONE 155 C1

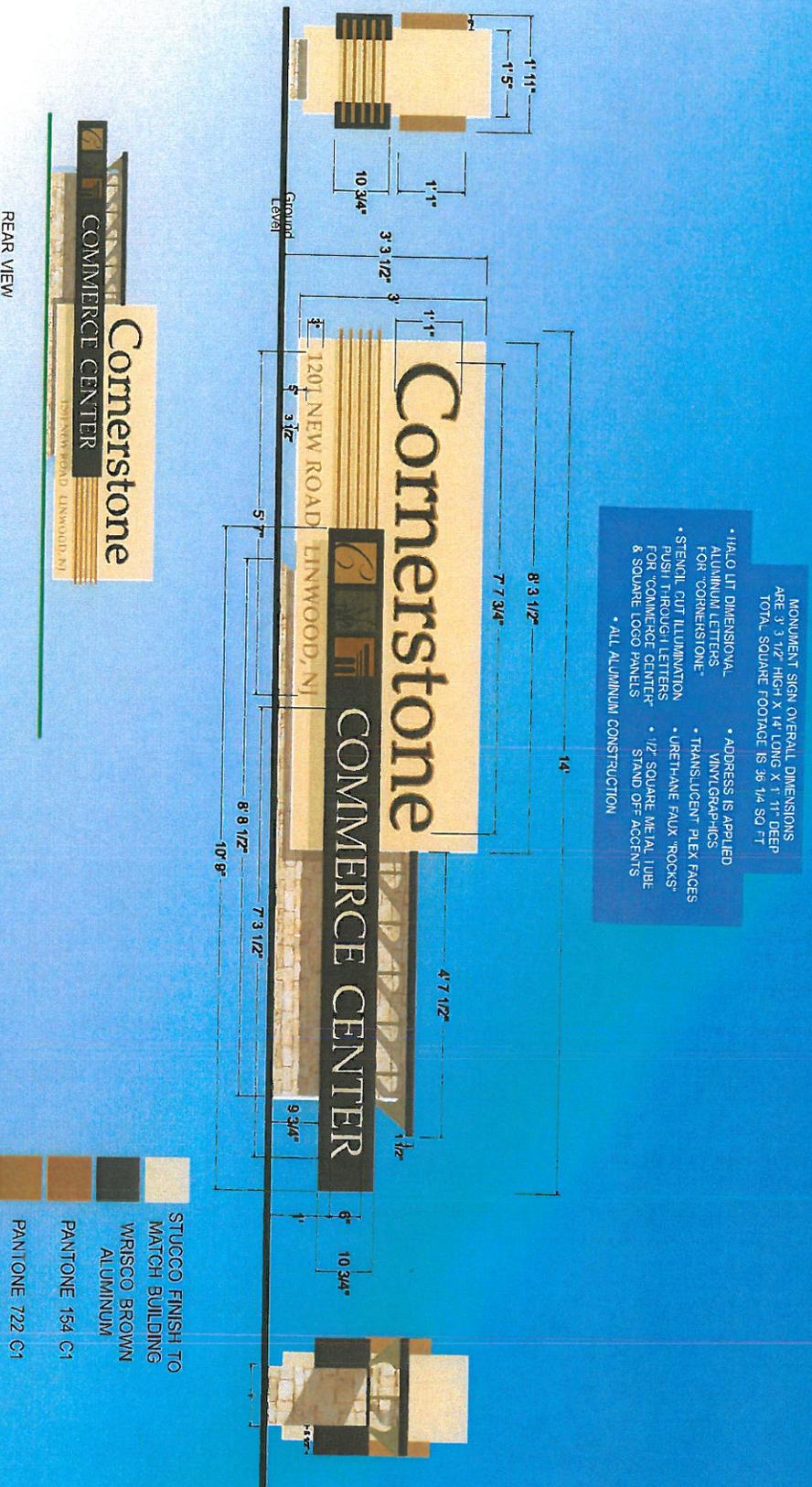
## CORNERSTONE COMMERCE CENTER

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 Jackson, NJ 08529  
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 732-928-4850 fax  
 www.thejslettering.com

# SIGN C Property Identification Sign



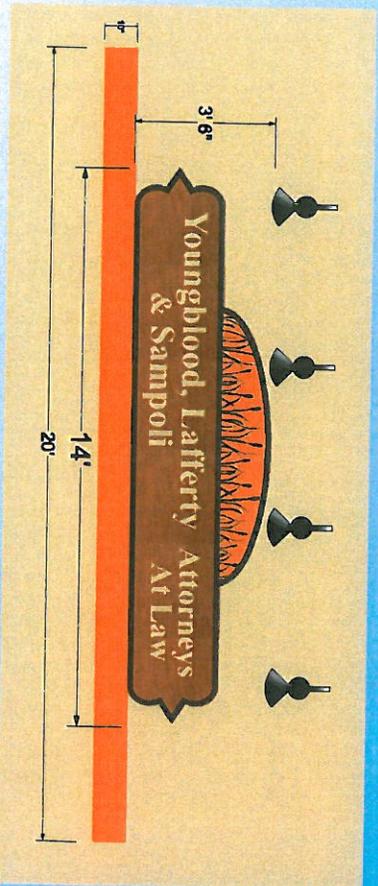
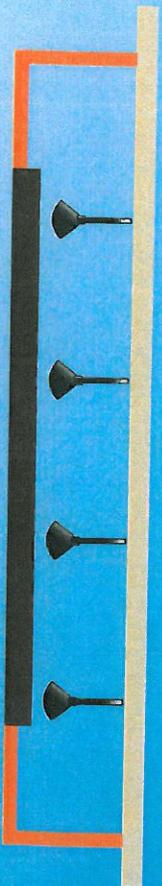
## CORNERSTONE COMMERCE CENTER

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**The JS Lettering Inc.**

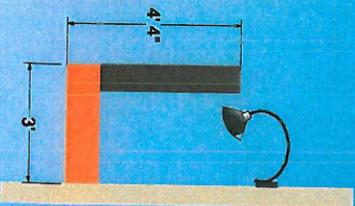
631 Herman Road  
 Edison, NJ 08527  
 732-928-4850 fax  
 www.thejslettering.com

# Building Signs

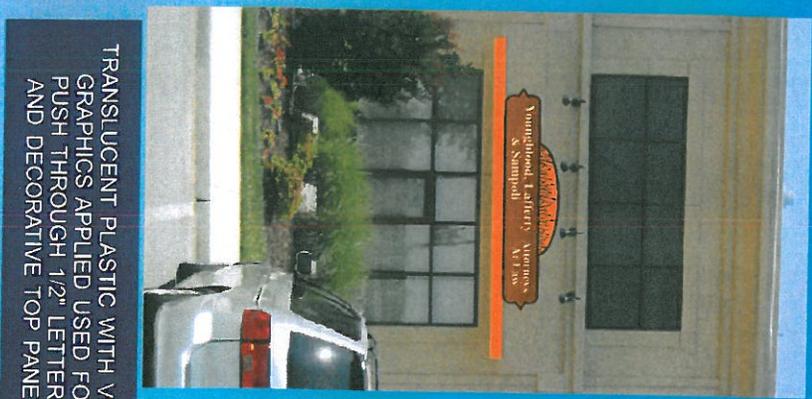


3' 6" X 14' SIGN CABINET  
WITH STENCIL CUT ILLUMINATION,  
PUSH THROUGH PLEX LETTERING  
& ALPOLIC FAUX WOOD GRAIN  
PANEL SURFACE

SIGN CABINET TO BE MOUNTED  
ON A 10" X 5" IRON I-BEAM ASSEMBLY  
WHICH IS 20' LONG & PROJECTS  
FROM THE WALL 3'



SIGN CABINET IS ALL ALUMINUM  
CONSTRUCTION. ALPOLIC IS AN  
EXTERIOR COMPOSITE ALUMINUM  
FAUX FINISH PANEL.



TRANSLUCENT PLASTIC WITH VINYL  
GRAPHICS APPLIED USED FOR  
PUSH THROUGH 1/2" LETTERS  
AND DECORATIVE TOP PANEL

## CORNERSTONE COMMERCE CENTER

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**The J's  
Lettering Inc.**  
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732-928-8299  
732-928-4850 fax  
www.thejslettering.com

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**Signs & Graphics by**  
**The J's Lettering, Inc.**

631 Herman Road  
Jackson, New Jersey, 08527  
Tel. (732) 928-8299  
Fax (732) 928-4850  
www.thejslettering.com

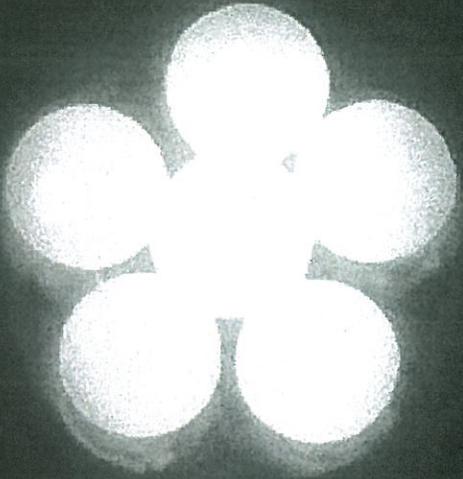
**Cornerstone Commerce Center**

Led Kelvin burn temperatures are crucial to how a sign face illuminates and subsequently, how the logo/text represents in the field. In the current sign designs being proposed, we are intending to use a warm white LED, energy efficient (GREEN) light source with a Kelvin Temp of 3000\* degrees. This is noticeably different than the industry standard 6500\* used throughout the majority of roadside signage. It is CCC's intentions to maintain a readable text from both approaching road directions while keeping the earthy, natural tones already set in place in the designs. Another key component to achieving a well-represented warm, over all appearance is the Polycarbonate plastic being specified in this design. Industry standards point most customers in the direction of Bright White plex that creates an over powering "blueish" final illumination. Our method for these designs use an Ivory background plex with a warm internal light source. These two (2) key items maintain a "low profile illumination" that will not over power approaching motorists.

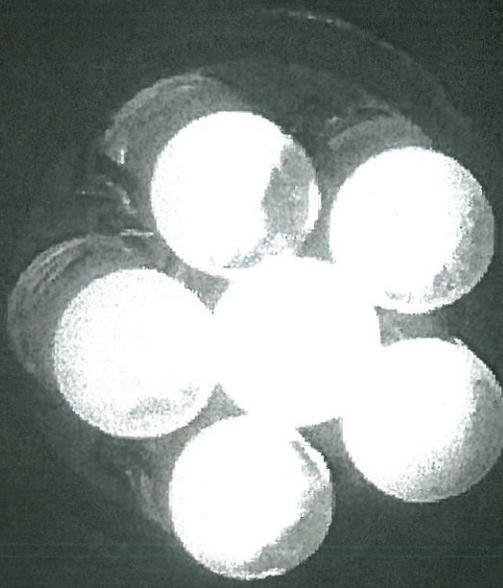
Physically dimming the signage with voltage regulators, line conditioners and such is a possibility but are not economical and put electrical current under unnecessary stress that could compromise the estimated life span of the LED light source. Our goal is to provide a long lasting sign package that conforms to the Linwood requirements and aesthetically capture CCC's ultimate goal of vendor identification. I have provided LED spec sheets to show the dramatic difference between warm/bright white LED and how they represent in the field.

Jeff Jablonski

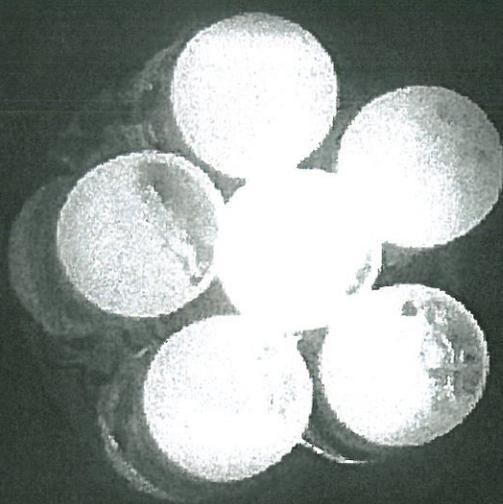
Warm White LEDs  
2000K-4000K



Natural White LEDs  
4000K-5000K



Cool White LEDs  
5500K-10000K





# LUMINAIRE TESTING LABORATORY, INC.

SUSTAINING MEMBER of the IESNA

905 Harrison Street · Allentown, PA 18103 · 610-770-1044 · Fax 610-770-8912 · [www.LuminaireTesting.com](http://www.LuminaireTesting.com)

LTL Number: 18888

Prepared For: Diogen Lighting

Date: 05-10-2010

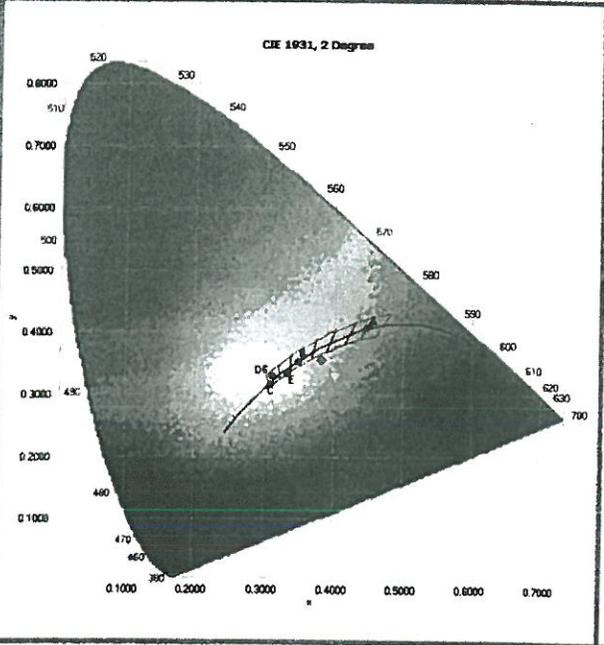
Catalog Number: MPAR30400-931M Warm White Replacement Lamp

Lamp: One VBU PAR30 LED replacement lamp with 52 white LEDs

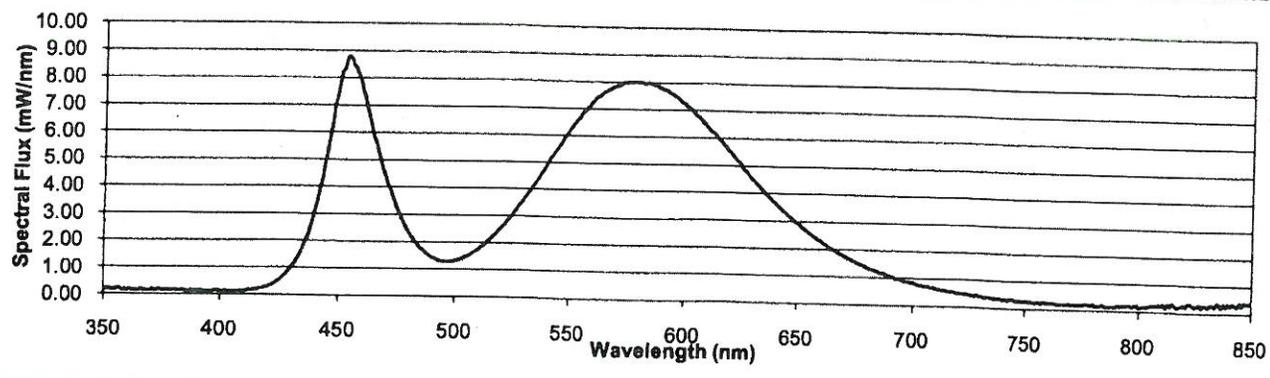
LED Power Supply: Integral

Lamp Efficacy: 60.1 Lumens/Watt

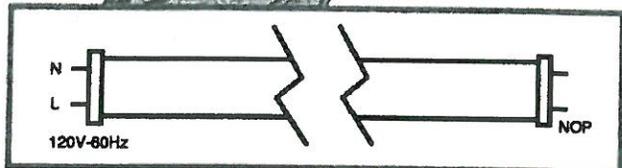
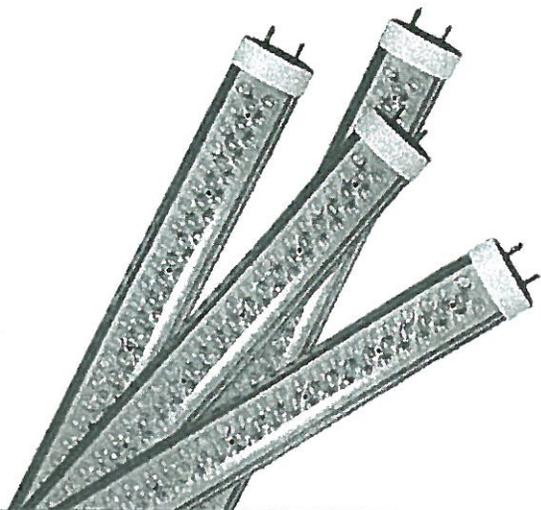
Lamp Input Voltage	Input Current	Lamp Watts	Power Factor
120.0VAC	0.0613A	6.672W	0.907
Radiant Flux mW	Luminous Flux lumen	Corr. Color Temperature K	Color Rend. Index Ra
1226.00	400.900	3809	68.1
Chroma x	Chroma y	Chroma u	Chroma v
0.3813	0.3567	0.2340	0.3284



Wavelength in nm	Spectral Flux in mW/nm	Wavelength in nm	Spectral Flux in mW/nm
350	0.1813	610	6.4048
360	0.1377	620	5.5150
370	0.1368	630	4.5386
380	0.1628	640	3.6934
390	0.1410	650	2.9562
400	0.1260	660	2.3292
410	0.1200	670	1.7959
420	0.2989	680	1.3847
430	0.9876	690	1.0856
440	3.1286	700	0.8723
450	7.8036	710	0.6519
460	7.5889	720	0.5158
470	4.4502	730	0.4131
480	2.3608	740	0.3227
490	1.4547	750	0.3037
500	1.3213	760	0.2506
510	1.7463	770	0.2117
520	2.5620	780	0.2375
530	3.6434	790	0.1746
540	4.8602	800	0.1714
550	6.1515	810	0.2540
560	7.2313	820	0.2792
570	7.8334	830	0.2629
580	8.0114	840	0.3386
590	7.8070	850	0.4366
600	7.2472		



TESTING WAS PERFORMED IN ACCORDANCE WITH IES LM-79-08. Approved By: MG



### Product Information

Diogen Lighting's T8 lamp is designed to replace the traditional fluorescent T8 tube. Diogen's innovative LED technology allows for longevity and energy efficiency; lasting up to 50,000 hours.

This T8 lamp uses approximately half the wattage of most fluorescent tubes. They are recyclable and environmentally friendly. The T8 lamp emits no UV and is ideal for food prep and storage areas, and library and museum applications.

This revolutionary ballast free technology and lamp longevity will allow for significant savings in maintenance over the life of the lamp.

3000-4000k Warm White	120V 48"	120V 24"
UPC #	098719631387	098719631424
Product #	MT8-1200-120V-93M	MT8-600-120V-93M
Power Consumption	18.6 W	9.44 W
Number of LEDs	288	144
Initial Lumen Flux	1190 Lm	600Lm
Ambient Temperature	-20° to 40° C	
Viewing Angle	120 Degrees	

- Perfect for hard to reach areas
- No glass or filaments to break
- **No Ballast Required**
- Dimmer Safe
- UL Listed

\*All Specifications subject to change without notice

\*Diogen Lighting products are exclusive and can only be purchased through authorized distribution.



Warranty	
Rated Life	50,000 Hours
Coverage	2 years