

2024.10.35

**RESOLUTION APPROVING ASSIGNMENT OF REDEVELOPMENT  
AGREEMENT FROM InSite Development Partners LLC TO 1970 NJ RT 35  
Urban Renewal LLC AND CLARIFYING AND CONFIRMING CERTAIN  
PROVISIONS OF SECTION 7 OF THE REDEVELOPMENT AGREEMENT**

**WHEREAS**, on or about December, 2022, the Sayreville Economic and Redevelopment Agency ("Agency") entered into a Redevelopment Agreement (the "RDA") with **InSite Development Partners LLC**, ("Redeveloper") as the Redeveloper of the property located at 1970 NJ Route 35; and

**WHEREAS**, the Redeveloper has formed an urban renewal entity for this project and has requested the Agency to authorize an assignment of the RDA from **InSite Development Partners LLC to 1970 NJ RT 35 Urban Renewal LLC**, a corporation organized under the laws of the State of Delaware; and

**WHEREAS**, The Redeveloper intends to obtain construction financing from Delphi CRE Funding LLC, (the "Lender") under existing loan facilities. The construction financing will consist of a mortgage loan and a mezzanine loan. The mortgage loan will be secured by a mortgage on the Property. The mezzanine loan will be secured by the ownership interest in the Redeveloper. SecureSpace Construction Mezzanine Borrower LLC, the Redeveloper's sole member, will pledge all of its ownership interest in the Redeveloper to the Lender as security for the mezzanine loan.

**WHEREAS**, The Redeveloper's Lender has asked for clarification and confirmation of certain provisions of Section 7 of the RDA;

**NOW THEREFORE BE IT RESOLVED**, that the Agency hereby approves the assignment of the RDA from **InSite Development Partners LLC to 1970 NJ RT 35 Urban Renewal LLC**; and

**BE IT FURTHER RESOLVED**, that the mezzanine loan from the Lender will be deemed a construction financing under Section 7 of the RDA and that the mezzanine loan lender will be entitled to the rights of a lender and secured party afforded under Section 7, including each of the following:

1. Under Section 7(a) of the RDA, the Redeveloper and SecureSpace Construction Mezzanine Borrower LLC may obtain a mezzanine loan and pledge the ownership interest in the Redeveloper as security for the mezzanine loan;
2. Under Section 7(b) of the RDA, whenever SERA delivers and notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper with respect to the obligations imposed in the RDA or otherwise, SERA will, at the same time, forward a copy of the such notice or demand to the lender of a mezzanine loan to the following address:

Delphi CRE Funding LLC do  
ACORE Capital Mortgage, LP  
39 Mesa Street, Suite 109

San Francisco, California  
94129 Attention: General  
Counsel [Email: notices  
@acorecap ital. com](mailto:Email: notices@acorecap ital. com)

Delphi CRE Funding LLC  
c/o ACORE Capital Mortgage,  
LP

Sterling Plaza  
5949 Sherry Lane, St. 1255  
Dallas, Texas 75225

Attention: Asset  
Management

[Email:  
notices@acorecapital.com](mailto:Email: notices@acorecapital.com)

3. Under Section 7(d) of the RDA, in the event of a default under the mezzanine loan, the lender thereof will inure to all the rights of the Redeveloper under the RDA and shall have the right, at its option, to cure to remedy a breach or default by the Redeveloper under the RDA.

**BE IT FURTHER RESOLVED**, except as modified and amended by the terms of this Resolution, all of the terms and conditions set forth in the RDA shall remain in full force and effect and that the Executive Director and other Agency officers, as are necessary, are authorized to execute any documents as may be necessary to effectuate this Resolution.

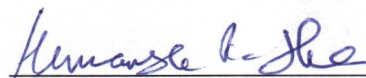
**OFFERED BY:** Steve Grillo

**SECONDED BY:** Donna Roberts

**Governing Body Recorded Vote:**

<b>Members:</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
1. Robert Davis	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
2. Robert DeWise	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
3. Paula Duffy	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
4. Rosetta Fisher	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
5. Steve Grillo	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
6. Trushar Parikh	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
7. Donna Roberts	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
8. Ken Scott	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
9. John Zebrowski	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>

I, Himanshu Shah, Executive Director/ Secretary, and certifying agent of the Sayreville Economic and Redevelopment Agency, hereby certify that the foregoing Resolution was adopted at the regular meeting of the Agency held on October 10, 2024.

  
Himanshu Shah  
Executive Director/ Secretary





InSite Property Group, LLC  
2015 Manhattan Beach Boulevard  
Redondo Beach, CA 90278

October 3, 2024

Via Email: [mbaker@hoaglandlongo.com](mailto:mbaker@hoaglandlongo.com)

Michael J. Baker, Esq.  
Hoagland, Longo, Moran, Dunst & Doukas, LLP  
40 Paterson Street  
New Brunswick, NJ 08903

Re: Redevelopment Agreement for 1970 Route 35, Sayreville, New Jersey  
Block 425, Lot 2.02

Dear Mr. Baker:

I write on behalf of 1970 NJ RT 35 Urban Renewal LLC, a Delaware limited liability company (the "Redeveloper"). The Redeveloper is an Urban Renewal Entity under N.J.S.A. 40A:20-1, et seq. and the owner of the real property located at 1970 Route 35, Sayreville, New Jersey, Block 425, Lot 2.02 (the "Property"). As such the Redeveloper, is the anticipated assignee of the Redevelopment Agreement (the "Redevelopment Agreement"), between Sayreville Economic Redevelopment Agency ("SERA") and InSite Development Partners LLC, the original Redeveloper.

By this letter, the Redeveloper's request that SERA (a) consent to the transfer of the Redevelopment Agreement and (b) confirm certain aspects of Section 7 of the Redevelopment Agreement as it relates to an anticipated mezzanine loan.

Assignment of Redevelopment Agreement

Please confirm that SERA consents to the assignment of the Redevelopment Agreement by InSite Development Partners LLC to 1970 NJ RT 35 Urban Renewal LLC, a Delaware limited liability company and an Urban Renewal Entity.

Mezzanine Loan

The Redeveloper intends to obtain construction financing from Delphi CRE Funding LLC (the "Lender") under existing loan facilities. The construction financing will consist of a mortgage loan and a mezzanine loan. The mortgage loan will be secured by a mortgage on the Property. The mezzanine loan will be secured by the ownership interest in the Redeveloper. SecureSpace Construction Mezzanine Borrower LLC, the Redeveloper's sole member, will pledge all of its ownership interest in the Redeveloper to the Lender as security for the mezzanine loan. Thus, in the event of a default under the mezzanine loan, the Lender will be able to foreclose on the pledge of the ownership interest in the Redeveloper.

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The Redeveloper's request that SERA confirm that the mezzanine loan will be deemed a construction financing under Section 7 of the Redevelopment Agreement and that the mezzanine loan lender will be entitled to the rights of a lender and secured party afforded under Section 7, including each of the following:

1. Under Section 7(a) of the Redevelopment Agreement, the Redeveloper and SecureSpace Construction Mezzanine Borrower LLC may obtain a mezzanine loan and pledge the ownership interest in the Redeveloper as security for the mezzanine loan;
2. Under Section 7(b) of the Redevelopment Agreement, whenever SERA delivers and notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper with respect to the obligations imposed Redevelopment Agreement or otherwise, SERA will, at the same time, forward a copy of the such notice or demand to the lender of a mezzanine loan to the following address:

Delphi CRE Funding LLC  
c/o ACORE Capital Mortgage, LP  
39 Mesa Street, Suite 109  
San Francisco, California 94129  
Attention: General Counsel  
Email: notices@acorecapital.com

Delphi CRE Funding LLC  
c/o ACORE Capital Mortgage, LP  
Sterling Plaza  
5949 Sherry Lane, St. 1255  
Dallas, Texas 75225  
Attention: Asset Management  
Email: notices@acorecapital.com

3. Under Section 7(d) of the Redevelopment Agreement, in the event of a default under the mezzanine loan, the lender thereof will inure to all the rights of the Redeveloper under the Redevelopment Agreement and shall have the right, at its option, to cure to remedy a breach or default by the Redeveloper under the Redevelopment Agreement.

We thank you for your consideration and are available to answer any further questions you may have.

Yours truly,

1970 NJ RT 35 URBAN RENEWAL LLC

By: 

Name: Charles A. Brown

Title: Authorized Signatory