

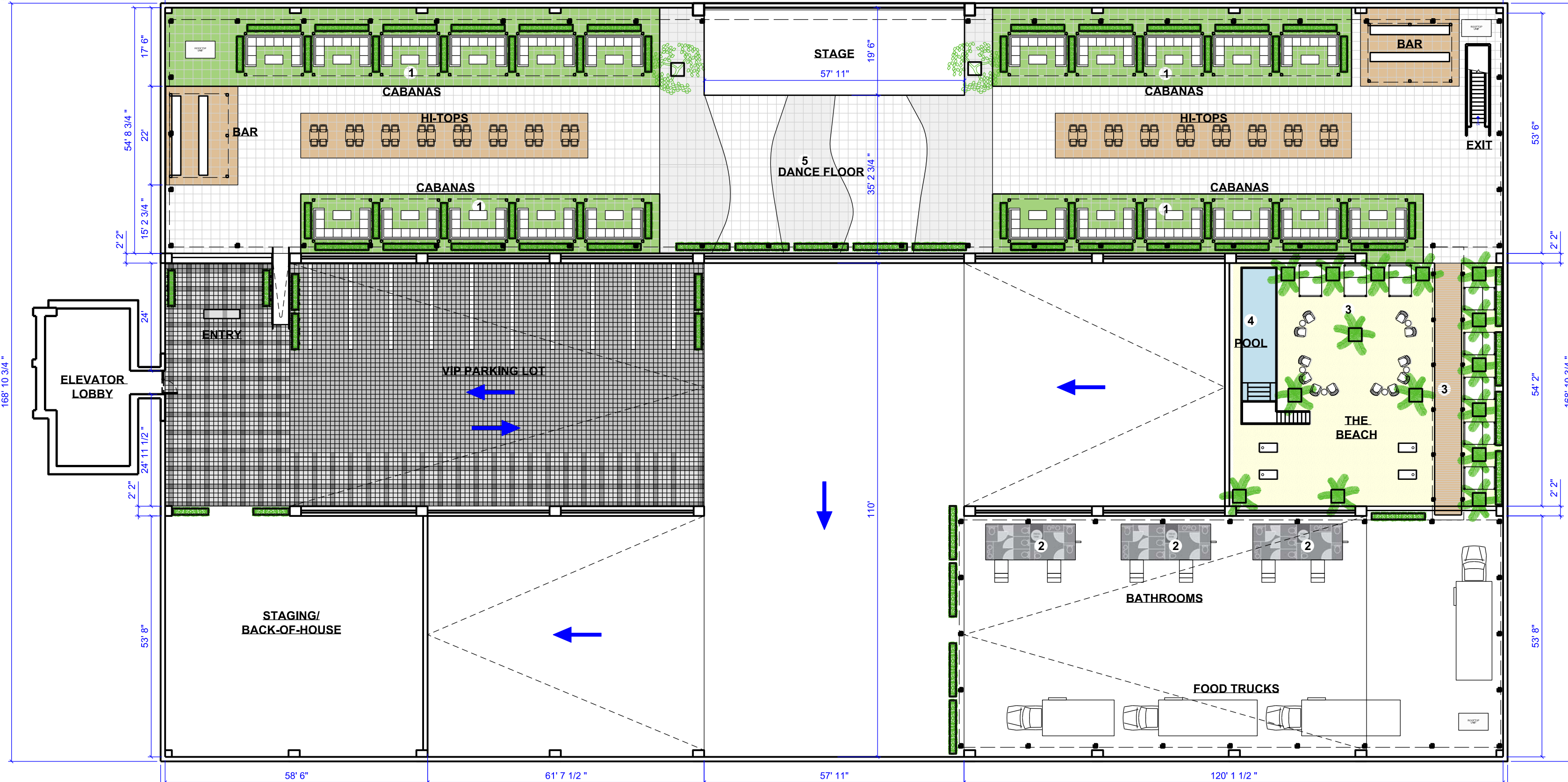
# CLOUD 9



---

LUXE WATERFRONT SKYLounge

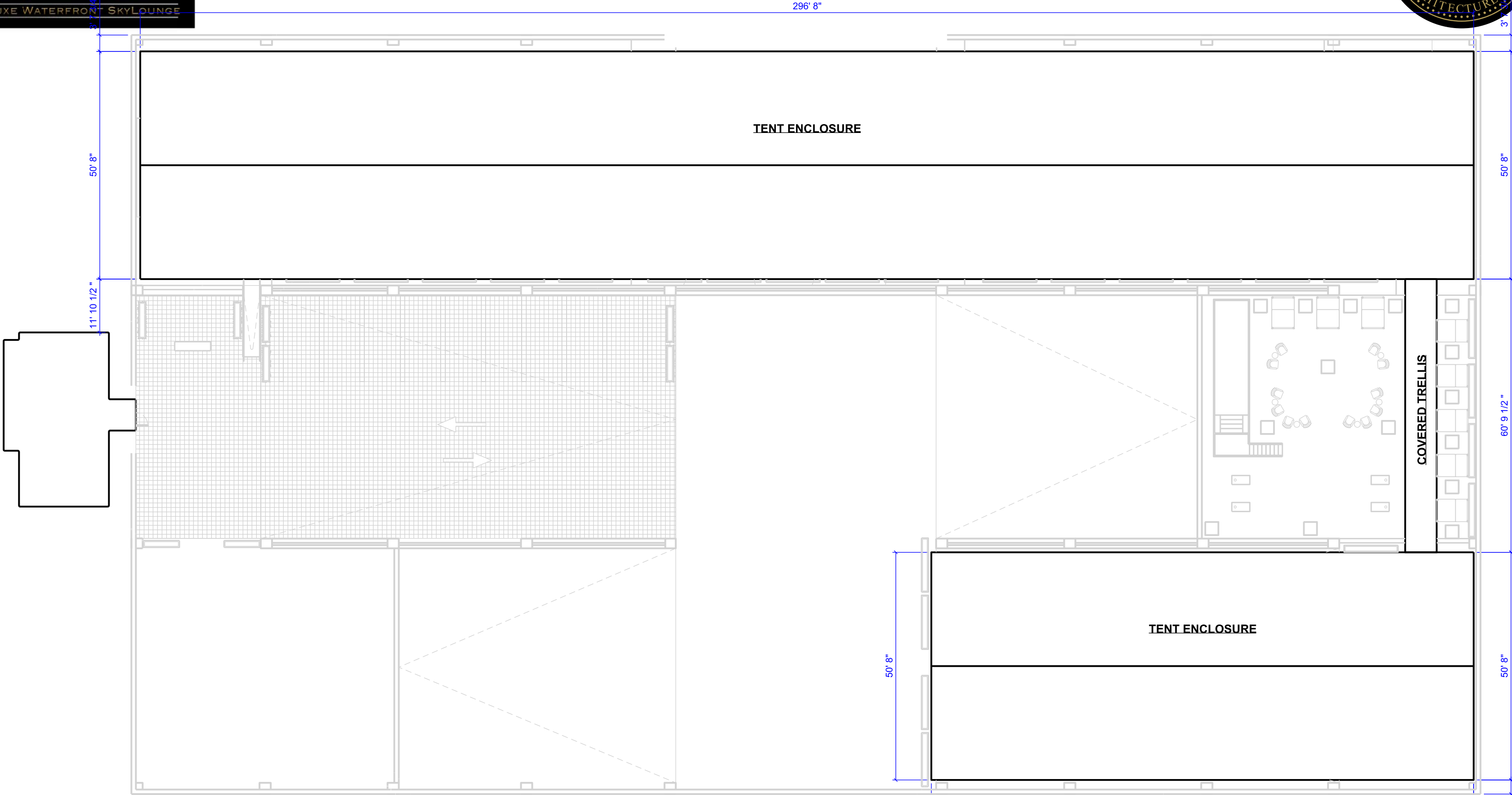
---



STUDIO C  
ARCHITECTURE

# CLOUD 9 SKYLOUNGE

PROPOSED  
FOURTH FLOOR PLAN  
SCALE: 1"=20'







**STUDIO C**  
ARCHITECTURE

# CLOUD 9 SKYLOUNGE

3D RENDERING:  
AERIAL VIEW WITH  
TENT





**STUDIO C**  
ARCHITECTURE

# CLOUD 9 SKYLOUNGE

3D RENDERING:  
AERIAL VIEW





**STUDIO C**  
ARCHITECTURE

# CLOUD 9 SKYLounge

3D RENDERING:  
ENTRY VIEW





**STUDIO C**  
ARCHITECTURE

**CLOUD 9 SKYLOUNGE**

3D RENDERING:  
STAGE VIEW





**STUDIO C**  
ARCHITECTURE

**CLOUD 9 SKYLounge**

3D RENDERING:  
CABANA VIEW



CLOUD 9



LUXE WATERFRONT SKYLOUNGE



**STUDIO C**  
ARCHITECTURE

# CLOUD 9 SKYLOUNGE

3D RENDERING:  
BEACH VIEW





**STUDIO C**  
ARCHITECTURE

# CLOUD 9 SKYLOUNGE

3D RENDERING:  
FOOD TRUCKS &  
BATHROOMS



**SITE PLAN APPLICATION  
CHECKLIST**

**CHECK IF COMPLETED**

**FOR OFFICE USE ONLY**

- |  |       |
|--|-------|
| <input checked="" type="checkbox"/> 1. Zoning Application  | _____ |
| <input checked="" type="checkbox"/> 2. Site Plan Applications & Site Plans (15 copies of both)       | _____ |
| <input checked="" type="checkbox"/> 3. Proof of ownership (i.e. Deed, Tax Bill and/or <u>Lease</u> ) | _____ |
| <input type="checkbox"/> 4. Signed Escrow Fee Agreement  | _____ |

**PRIOR TO SUBMISSION OF ANY SITE PLAN APPLICATIONS EVERY APPLICANT MUST CALL FOR A PRE-APPLICATION CONFERENCE.**

**IT IS STRONGLY ADVISED THAT THE APPROPRIATE PROFESSIONALS BE PRESENT AT SAID MEETING.**

**PRE-APPLICATION CONFERENCE FEE: \$500.00**

*(ACCORDING TO SECTION 577-270 OF THE CITY'S ZONING CODE)*

**\*NOTE:**

- A. Incomplete applications will not be processed.
- B. Submission hours are 8:30am to 4:30pm, Monday through Friday. All applications must be stamped "received" by the Division of Planning. No outside drop-offs will be processed.
- C. All plans must be folded with *Title Block* facing upward.
- D. Whenever public notice is required, the Division of Planning shall prepare procedures for said notification and advise applicant of its readiness.



**Revised 8/27/2020**



**The following checklist pertains to PLOT PLANS:**

**Check if Completed**

**For Office Use Only**

- |   |       |
|---|-------|
| <input checked="" type="checkbox"/> 1. Name and Address of owner and applicant  | _____ |
| <input checked="" type="checkbox"/> 2. Name, signature, licenses #, seal and address of engineer, land surveyor, architect, professional planner, and/or landscape architect (as applicable).       | _____ |
| <input type="checkbox"/> 3. Title block denoting type of application, tax map sheet, county municipality, block and lot, and street address.  | _____ |
| <input checked="" type="checkbox"/> 4. Key map not less the 1" – 1000" showing location of tract to surrounding street, municipal boundaries, etc. within 500'.                                     | _____ |
| <input checked="" type="checkbox"/> 5. Schedule for required and proposed zone requirements for Lot area, frontage, setbacks, imperious coverage, parking, etc.                                     | _____ |
| <input checked="" type="checkbox"/> 6. North arrow to top of sheet, scale and graphic scale.  | _____ |
| <input checked="" type="checkbox"/> 7. Signature block for board chair, secretary, zoning officer/ administrative officer and engineer.   | _____ |
| <input checked="" type="checkbox"/> 8. Date of property survey  | _____ |
| <input checked="" type="checkbox"/> 9. Acreage of tract to nearest tenth  | _____ |
| <input checked="" type="checkbox"/> 10. Date of original and all revisions  | _____ |
| <input checked="" type="checkbox"/> 11. Size and location of existing or proposed structures and their dimension of setbacks  | _____ |
| <input checked="" type="checkbox"/> 12. Location and dimensions of any existing or proposed streets   | _____ |
| <input checked="" type="checkbox"/> 13. All proposed lot lines and area of lots in square feet  | _____ |
| <input checked="" type="checkbox"/> 14. Copy of and plan delineation of any existing or proposed deed restriction   | _____ |
| <input checked="" type="checkbox"/> 15. Any existing or proposed easement or land reserved or dedicated for public use  | _____ |
| <input checked="" type="checkbox"/> 16. Existing streets, other right-of-way or easements; water courses, wetlands, soils floodplains, or other environmentally Sensitive area within 200' of tract | _____ |
| <input checked="" type="checkbox"/> 17. Topographical features of subject property from USGS 7.5 minute maps  | _____ |



**CHECK IF COMPLETED****FOR OFFICE USE ONLY**

- |  |       |
|--|-------|
| <u>/</u> 18. Boundary, limits, nature and extent of wooded areas,<br>Specimen trees and other significant physical features  | _____ |
| <u>/</u> 19. Drainage calculations   | _____ |
| <u>/</u> 20. Proposed utilities: sanitary sewer, water, storm water<br>management, telephone, cable TV and electric  | _____ |
| <u>/</u> 21. Soil erosion and sediment control plan if more than 5000 sq. ft.  | _____ |
| <u>/</u> 22. Spot and finished elevations at all property corners, corners of<br>Structures, existing or proposed first floor elevations   | _____ |
| <u>/</u> 23. Construction details road and paving cross-sections and profiles<br>if no profiles needed   | _____ |
| <u>/</u> 24. Lighting plan and details   | _____ |
| <u>/</u> 25. Landscape plan and details  | _____ |
| <u>/</u> 26. Site identification signs, traffic control signs, and directional signs   | _____ |
| <u>/</u> 27. Sight triangles   | _____ |
| <u>/</u> 28. Vehicular and pedestrian circulation patterns   | _____ |
| <u>/</u> 29. Parking plan indicating spaces, size and type aisle width internal<br>Collectors, curb cuts, drives and driveways and all ingress and<br>Egress areas with dimensions | _____ |
| <u>/</u> 30. Preliminary architectural plan and elevations   | _____ |
| <u>/</u> 31. Environmental impact report, parcels 2 acres or larger  | _____ |
| <u>/</u> 32. Plan paper size should be 24 by 36  | _____ |



**PURSUANT TO THE CODE OF THE CITY OF CAMDEN  
(ARTICLE I, SECTION 233-4)**

**SITE PLAN APPLICATION**

**(Please Answer ALL Questions)**

**APPLICANT** Cloud 9 Luxe Waterfront Sky Lounge LLC

**ADDRESS** 2360 Route 33, Suite 112, Robbinsville, NJ 08691

**TELEPHONE#** 267-603-2493 **FAX#** \_\_\_\_\_

**OWNER OF PROPERTY** The Parking Authority City of Camden ("PACC")  
**(if other than applicant)**

**ADDRESS** 10 Delaware Ave, Camden, NJ 08102

**TELEPHONE** \_\_\_\_\_

**IF APPLICANT IS INCORPORATE OR A PARTNERSHIP, LEGAL REPRESENTATION IS REQUIRED.  
PLEASE PROVIDE THE FOLLOWING:**

**ATTORNEY'S NAME** Joseph J. Console Esq.

**ADDRESS** 1 W. 3rd Street Suite 109 Media PA 19063

**TELEPHONE#** 267-603-2493 **FAX#** 215-790-2969

**EMAIL ADDRESS** Joe@ConsoleLegal.com

**PLEASE PROVIDE THE FOLLOWING INFORMATION BELOW:**

**ENGINEER AND/OR ARCHITECT NAME** Christopher Carickhoff , Studio C Architecture

**ADDRESS** 422 Dudley Avenue Narberth PA 19072

**TELEPHONE#** 610-580-7964 **FAX#** \_\_\_\_\_

**ADDRESS OF DEVELOPMENT** 10 Delaware Ave, Camden, NJ 08102

**BLOCK NO.(S)** 140.01 **LOT NO.(S)** 2 **ZONE** \_\_\_\_\_

**PRESENT USE(S)** Parking Garage

**DESCRIBE PROPOSED USES (S):** Cloud 9 Luxe Waterfront Skylounge is a premier luxury destination, offering a sophisticated event space where guests can indulge in live music, breathtaking waterfront views, and an elevated nightlife experience in the heart of Camden, NJ. Designed to attract a discerning crowd from near and far. Cloud 9 sets the standard for upscale entertainment  
**(attach separate sheet if needed)**

Anticipated to be open every Thursday to Sunday from 12 PM to 2 AM



SQUARE FOOTAGE OF PROPOSED USE 25,000 sqft

LOT AREA (Measured in Square Footage) 165 x 293 = 48,345 sqft

BUILDING AREA OF GROUND FLOOR \_\_\_\_\_

BUILDING AREA (Total Sq. Ft. - all floors) 25,000 sqft

NO. OF PROPOSED PARKING SPACES \_\_\_\_\_

NO. OF EXISTING PARKING SPACES \_\_\_\_\_

AREA IN ACRES OF ANY ADDITION ADJOINING LAND OWNED BY APPLICANT \_\_\_\_\_

DOES THIS APPLICANT CONSTITUTE:  
(Please check appropriate box)

☐ New Application

☐ Preliminary ☒ Preliminary and Final

☐ Revision or Resubmission of a prior application

\*IS THIS APPLICATION FOR A VARIANCE TO CONSTRUCT A MULTI-DWELLING OF 25 OR MORE FAMILY DWELLING UNITS? (Please check) YES \_\_\_\_\_ NO ☒

\*IS THIS APPLICATION INTENDED FOR COMMERCIAL PURPOSE(S)?  
(Please check) YES ☒ NO \_\_\_\_\_

IF THE ANSWER TO (A) OR (B) IS "YES", AND/OR IF APPLICANT IS A CORPORATION OR PARTNERSHIP, PLEASE PROVIDE THE FOLLOWING:

1. Name and address of all stockholders or individual partners owning at least 10% of its stock, of any class, or at least 10% of the interest in the partnership, as the case may be. (Additional sheet may be attached if needed).

NAME

ADDRESS

Kenneth Walden

50%

1900 Frontage Rd, Apt 1004  
Cherry Hill, NJ 08034

Jacqueline Sadler

50%

6 Thorn Lane Chesterfield, NJ 08515



DOES THIS APPLICATION INCLUDE:

1. AN ADDITION OF 1,000 SQ. FT. OR MORE TO AN EXISTING STRUCTURE?  
(Please circle)               XXX  
  NO
2. AN ADDITION OF 1,000 SQ. FT. OR MORE OF PAVING AREA FOR OFF-STREET PARKING?  
(Please circle)               XXXNO

THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE.

07/11/2025

DATE \_\_\_\_\_

Kenneth Walden

APPLICANT'S NAME (PLEASE PRINT)

Kenneth Walden

APPLICANT'S SIGNATURE

Joseph J. Console

Joseph J. Console, Esq. Attorney for applicant



ESCROW DEPOSIT AGREEMENT BETWEEN THE CITY OF CAMDEN AND

DEPOSITOR Console Matison LLP

Address 1 W. 3rd Street Suite 109 Media PA 19063

Telephone No. 267 603 2493

Check No. \_\_\_\_\_

Depositor herewith deposits the sum of Three thousand SIX hundred and thirteen <sup>23/202</sup> dollars (\$3,613.23) with the City of Camden in accordance with an subject to the provisions of the City of Camden Ordinance No. MC-2304, being incorporated by reference and made a part hereof, and agrees to the following:

1. Depositor's payment of said deposit is made in connection with an application for:

Site Plan Application Cloud 9 Luxe Waterfront Sky Lounge LLC

at

At (provide address with block and lot number): 10 Delaware Ave, Camden, NJ 08102  
Block No.: 140.01 Lot No.: 2

2. The Treasure of the City of Camden shall be authorized to disburse to the City Engineer from the funds deposited, those fees required to be paid for the technical and professional review by the Zoning Board of Adjustment and/or Planning Board pursuant to the terms of Ordinance MC-2304.
3. All fees shall be disbursed upon reconciliation of the Engineer & Insurance Escrow Accounts by Ordinance MC-2304.
4. If there are insufficient funds in the depositor's escrow account to pay all pending bill attribute to the aforementioned project, depositor shall be notified by the appropriate agency and requested to make an additional deposit into the escrow account.
5. Depositor understands that if he/she fails to make any additional deposit required, depositor's application shall be denied.
6. Any additional deposits shall be made to the Treasure, City of Camden, by way of the Division of Planning, in accordance with the terms set forth herein unless otherwise agreed to by the depositor and the approving agency.
7. The City of Camden shall not be required to pay interest on any sums held pursuant to this agreement.

IN WITNESS WHEREOF the undersigned hereby accepts the terms and conditions of this agreement.

07/11/2025

DATE:

Joseph J. Console

Applicant or Authorized Signature



PLEASE READ

ASSESSMENT CERTIFICATION

Section A: Applicant shall complete

SECTION A

OWNER

Name of OWNER of Property The Parking Authority City of Camden ("PACC")

Address: 10 Delaware Ave, Camden, NJ 08102

SEARCH Address: 10 Delaware Ave, Camden, NJ 08102

Block: 140.01 Lot: 2 Account: \_\_\_\_\_

**Section B:** Applicant shall take this form to the City of Camden Tax Office, Room 117 (1<sup>st</sup> floor) for completion to indicate whether taxes are paid up to date. Applicant must also go to the PNC Bank (Broadway & Market St) for water and sewer to make sure water/sewer is paid up to date.

Upon completion, this form shall be submitted with original application. **NO APPLICATIONS WILL BE ACCEPTED -if any money is owed for Taxes or Water/Sewer, no permit can be issued until accounts are paid in full-proof of payment must be brought back before turning application in.**

**Section C:** TAX OFFICE & PNC BANK

An application for Zoning/Sign permit has been submitted to the Division of Planning. Please check your records to be certain that the account is current

I HEREBY CERTIFY THAT THE PROPERTY ASSESSMENT ARE:

Account Type	Qtr.	Due date	Amount Owed	Other
(Taxes/W&S/Other) <u>(Taxes/W&amp;S/Other)</u>	<u>Not</u>	<u>Billing</u>	<u>0</u>	<u>SP 7/14/25</u>
(Taxes/W&S/Other)	_____	_____	_____	<u>Am 7.14.25</u>
(Taxes/W&S/Other)	_____	_____	_____	_____
(Taxes/W&S/Other)	_____	_____	_____	_____

COMMENTS: tax exempt

DATED: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_



## PARKING LOT SITE LICENSE AGREEMENT

**THIS SITE LICENSE AGREEMENT** (the “**Agreement**”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **PARKING AUTHORITY OF THE CITY OF CAMDEN**, a body politic of the State of New Jersey, whose address is 10 Delaware Avenue, Camden, New Jersey 08103 (“**PACC**”), and **CLOUD 9 LUXE WATERFRONT SKY LOUNGE, LLC**, (“**Cloud 9**”), (collectively, the “**Parties**”).

### RECITALS

**WHEREAS**, Cloud 9 proposes to use the rooftop portion of the garage owned and managed by PACC, being known as the Hinson Garage, 10 S. Delaware Avenue, Camden, NJ and described in **Exhibit A**, attached hereto and made a part hereof by reference (the “**Property**”), for the purpose of using the Property as a seasonal temporary event space.

**WHEREAS**, PACC’s lease of the Property to Cloud 9 and its retained rights under this Agreement for use of the Property are consistent with the use of the Property for public purposes;

**NOW, THEREFORE**, in consideration of the payments and mutual promises contained herein, receipt whereof is hereby severally acknowledged, PACC and Cloud 9 hereby confirm the terms and conditions upon which they individually and collectively will use and occupy the Property and their respective responsibilities for operation and maintenance of the Property as follows:

Subject to the conditions specified in **Exhibit B**, which is attached hereto and incorporated herein by reference, PACC will make the Property available upon the following terms and conditions:

1. **Leased Premises**. PACC hereby agrees to lease to Cloud 9, and Cloud 9 hereby leases from PACC the rooftop portion of the Property as described in Exhibit A and subject to all the conditions and restrictions as stated in Exhibit B. Auxiliary uses reasonably related to event operations shall be permitted with PACC’s prior written consent, which shall not be unreasonably withheld or delayed.
2. **Use and Maintenance of Property**. PACC is leasing the Property to Cloud 9 for the purpose of using and operating the Property for seasonal event space, including a lounge, stage, restrooms and auxiliary uses. PACC hereby agrees that it is responsible for all day-to-day maintenance and operation of the Property – for example, snow removal, trash removal, security and similar activities. Cloud 9 shall be responsible for all construction, maintenance, repair and replacement of equipment, if any and Cloud 9 will be responsible for their own security and maintenance staff for the leased Property. Notwithstanding this provision, the parties understand and acknowledge that PACC enforcement officers will also regularly enforce the Property but the PACC does not warrant or represent that this will occur on a daily basis. It is further understood and agreed that Cloud 9 will collaborate with the County Police and City Fire Departments to ensure compliance with their requirements.



3. **Term; Rent.**

(a) The term during which the Property will be made available (the “**Term**”) will begin on May 1, 2025, and terminate on April 31, 2030, unless terminated earlier pursuant to the terms of this Agreement.

(b) During the Term, PACC shall collect and keep all parking revenue at the Property, without exception, and Cloud 9 shall pay to PACC rent monthly as follows, within thirty (30) days of the invoice date:

(i) \$5,000.00 per month, beginning on the Rent Commencement Date (as defined below) , increasing by 5% as follows:

Lease Year(s)	Monthly Base Rent
1 - 2025	WAIVED
2	\$5,250.00
3	\$5,512.50
4	\$5,788.12
5	\$6,077.52

(c) RENT COMMENCEMENT DATE Rent shall not become due unless or until Tenant receives the following:

i. All necessary operational approvals by the City of Camden and the State of New Jersey, including approval of the transfer of the liquor license.

(d) Cloud 9 shall be responsible for its portion of all utilities including, electric, water, sewer and all other similar utility costs for its operations actually metered or separately sub-metered to its operations. PACC shall cooperate to ensure fair allocation of shared utilities..

(e) Cloud 9’s failure to make said payment shall result in assessment of a late charge in the amount of 5% of the outstanding rental payment amount.

(f) Any past due amounts for rent due from the date of this Agreement forward shall be payable to PACC within thirty (30) days of said due date without invoice. If Cloud 9 fails to pay any amount it owes to PACC under this Agreement when that amount is due, Cloud 9 shall be assessed a late charge in the amount of 5 percent (5%) of the late rental payment amount.

(g) Notwithstanding the above, upon at least thirty (30) days written notice to the other party, and only after good faith consultation regarding the basis for the termination and a forty-five (45) day opportunity to cure any defects, PACC and Cloud 9 shall have the right to terminate this Agreement.

(h) Tenant hereunder shall have a one time, four (4) year option to renew the license, written notice of intention to renew by Tenant is required to be submitted 90 days prior to the



expiration of this agreement. The monthly rent due for each year of the option shall increase by 2.5% per year over the previous years's monthly rent. Any further extensions beyond year nine (9) will require negotiation of all terms between the Parties.

4. **Indemnification; Insurance.**

(a) To the extent permitted by law, each party agrees to protect, defend and indemnify the other, its officers, agents, and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the respective parties' own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the respective party in connection with or in any way incident to or arising out of the occupancy, use, operations, performance or non-performance of work in connection with this Lease resulting in whole or in part from the negligent acts or omissions of the respective party, its officers, agents, and employees. This provision is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have, including but not limited to governmental immunity. In the event of joint or concurrent negligence of Cloud 9 and PACC, each shall pay its own costs and expenses incurred in defending against the action and each shall pay that portion of the loss or expense that its share bears to the total negligence by a court of competent jurisdiction.

(b) It is acknowledged that each party insures its general liability exposures. During the Term, each party will procure and maintain such insurance policies or self-insurance coverage as will protect itself from all claims for bodily injuries, death or property damage which may arise in connection with their respective use of the Property under the terms of this Agreement. Each party agrees to name the other as an "additional insured" on the policies with respect to any action taken in connection with uses or requirements stated in Exhibit B. The respective parties shall be responsible to each other or the insurance companies insuring the respective parties for all costs resulting from both financially unsound insurance companies selected and their inadequate insurance coverage. If requested, a party shall furnish the requesting party with satisfactory certificates of insurance or a certified copy of the policy.

5. **Conditions to Effectiveness.** The commitment of PACC to lease the Property to Cloud 9 on the terms specified herein is subject to the satisfaction (or waiver, in writing, by PACC as to the City) of necessary approval of the Agreement and authorization of its execution by resolution of the governing bodies of PACC. Furthermore, Cloud 9, in the event approvals for operation are not received, shall have no obligation to continue under this lease.

6. **Termination for Default/Mutual Termination.**

(a) The following will constitute events of default under this Agreement:

i.) The failure by Cloud 9 to pay any rent within thirty (30) days after the date for payment specified in Section 3(b); or

ii.) The breach by Cloud 9 of any commitment under this Agreement and the failure to remedy that breach within thirty (30) days after the date that PACC delivers written notice identifying such breach and demanding such remedial action. Upon the



occurrence of an event of default, PACC, by further written notice to Cloud 9, may terminate this Agreement effective thirty (30) days following the day of delivery of such notice. In such event, the obligations of PACC will terminate as of the effective date of such termination, Cloud 9 will remain liable to PACC for all rent accrued under this Agreement through the effective date of termination and any damages incurred by PACC as a result of such default.

(b) This Agreement will terminate if, at any time prior to the termination by expiration (Section 3), default (Section 6) or early termination (Section 7), the parties mutually agree, in writing executed by an authorized official of the parties, to terminate the Agreement; a request for mutual termination by any party shall not be unreasonably refused by the other party except upon proof of good cause, such as irreparable and serious harm to refusing party.

7. **Assignment.** Cloud 9 shall not assign this Agreement or sublease the Premises without the prior written consent of PACC, which consent shall not be unreasonably withheld, conditioned, or delayed.

9. **Binding Effect/No Third Party Benefits.** This Agreement is binding upon and shall inure to the benefit of the parties hereto. This Agreement shall not be construed to create in any person or entity not a party, any right, claim, benefit or defense with respect to the parties, or in any party claiming by, through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.

10. **Notices.** All notices permitted or required under this Agreement shall be in writing and addressed to the parties at their addresses set forth above, or such other addresses as provided in writing. For PACC, all notices shall be sent to the address as set forth above to the attention of the Executive Director. Any such notice shall be sent by certified mail, return receipt requested, express overnight delivery, delivered personally or sent by facsimile. Any notice sent by certified mail, return receipt requested, will be deemed delivered on the third business day after mailing. Any notice sent by express overnight delivery will be deemed delivered on the following business day after delivering such notice to the carrier. Any notice given by personal delivery or by facsimile prior to 5:00 p.m. will be deemed delivered on the date of such delivery or, if 5:00 p.m. or later, on the next business day. Any notice which a party fails or refuses to accept will be deemed delivered on the date of such failure or refusal. The parties hereto may change their addresses for notice purposes by a notice sent in accordance with the provisions of this Agreement, but no such address shall be a post office box.

11. **Authority.** The signatories on behalf of the parties hereto hereby represent and warrant to the other parties hereto that they are duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon and enforceable against such party.

12. **Applicable Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute but one and the same Agreement.



14. **Amendments.** No amendment, change or modification of any of the terms, provisions or conditions of this Agreement will be effective unless made in writing and signed or initialed on behalf of the parties hereto by their duly authorized representatives.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and prior to contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereto.


16. **Non-Compete.** Landlord agrees that for the duration of the Lease Term , the Landlord shall not lease any space at the Premises to any entity engaged in the business of operating a rooftop bar or lounge or any similar or related business. Landlord agrees to act in good faith and not seek to thwart, obstruct or otherwise take actions to replace Tenant with a competitor. However, once the lease is terminated it is understood the Landlord is free to negotiate, solicit or otherwise utilize the Premises in a way Landlord deems in its best interest.

**SIGNATURES TO FOLLOW ON NEXT PAGE**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**CLOUD 9 LUXE WATERFRONT SKY LOUNGE, LLC**

By:   
ID [rycp83cW2TZ5XEF7FqX9212](#)

Name: Jacqueline Sadler

Title: Manager

**PARKING AUTHORITY OF THE CITY OF CAMDEN**

By: Willie Hunter

Name: **WILLIE HUNTER**

Title: **Executive Director**



**EXHIBIT A**

***Rooftop portion only:***

10 S. Delaware Avenue, Camden, New Jersey

Being Block 40.01, Lot 2

City of Camden, County of Camden and State of New Jersey



**EXHIBIT B**



## eSignature Details

---

<b>Signer ID:</b>	<b>rycp83cW2TZ5XEFf7FqX9212</b>
Signed by:	Jacqueline Sadler
Sent to email:	imaginedesignpa@gmail.com
IP Address:	172.56.29.72
Signed at:	May 14 2025, 10:20 am EDT



## ZONING INFORMATION

<b>PROJECT:</b> CLOUD 9  <b>ADDRESS:</b> 10 DELAWARE AVENUE CAMDEN NJ 08102	<b>MUNICIPAL TAX          BLOCK AND LOT          NUMBER(S):</b>  TRACT #1, BLOCK 140.01, LOT 2 TRACT #2, BLOCK 139.02, LOT 2
--	---

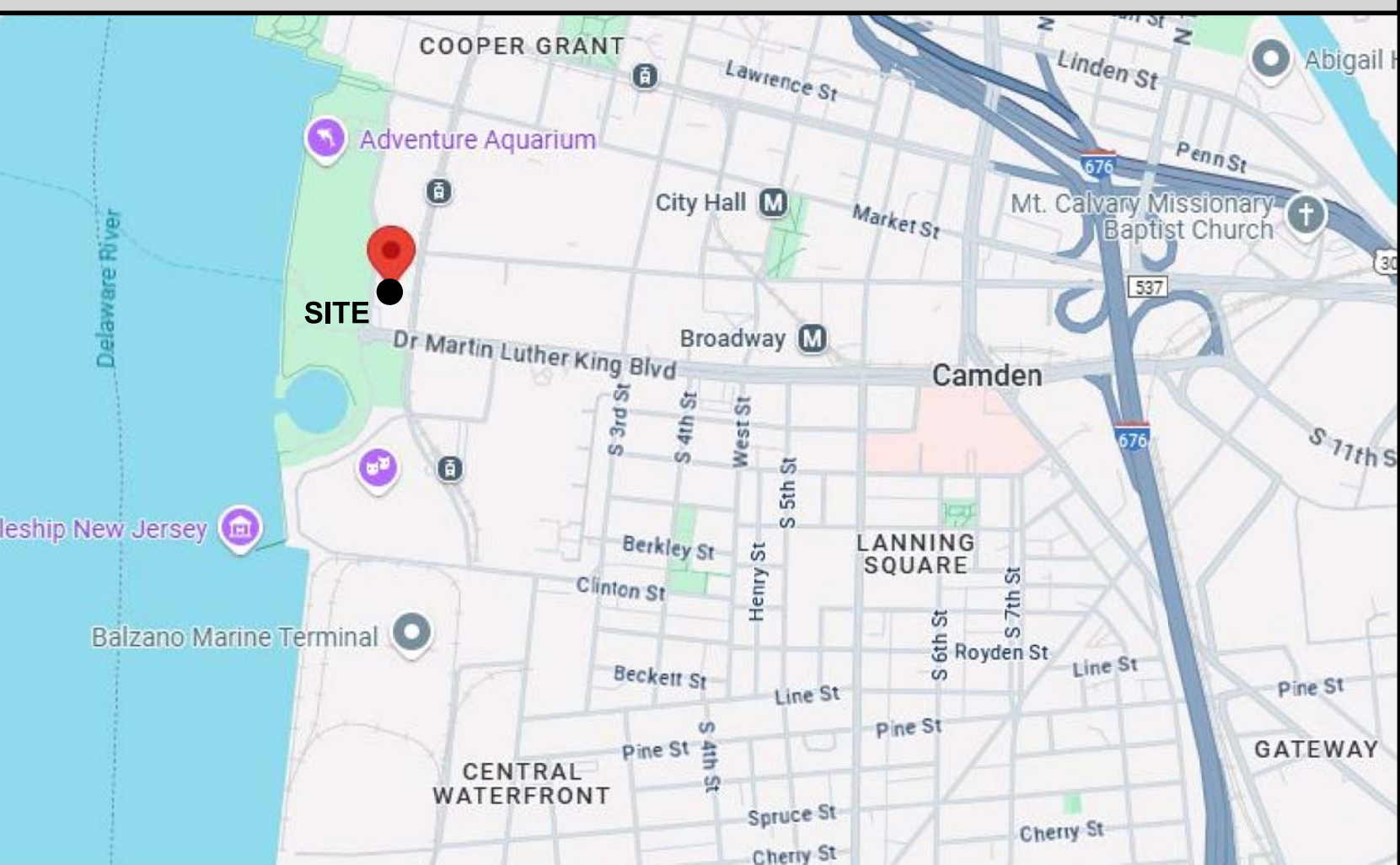
**APPLICABLE ZONING + BUILDING CODES:**  
CAMDEN ZONING CODE  
2018 INTERNATIONAL BUILDING CODE

<b>ZONING CLASSIFICATION</b>	<b>MW-2 MIXED WATERFRONT ZONE</b>
	<div> <div><b>REQUIRED</b></div> <div><b>PROPOSED</b></div> </div>
MINIMUM LOT AREA (SF)	N/A 63,292 (EXISTING)
MAXIMUM LOT AREA (SF)	N/A 63,292 (EXISTING)
MAXIMUM LOT COVERAGE (%)	80 80% (EXISTING)
MAXIMUM LOT IMPERVIOUS COVERAGE (%)	90 80% (EXISTING)
MINIMUM LOT WIDTH (FT)	50 355'-7" (EXISTING)
MINIMUM LOT DEPTH	N/A 189'-5" (EXISTING)
MINIMUM FRONT SETBACK (FT)	N/A 11'-8" (EXISTING)
MINIMUM SIDE YARD WIDTH (FT)	N/A 3'-10", 23'-3" (EXISTING)
MINIMUM REAR YARD (FT)	N/A 2'-4" (EXISTING)
MAXIMUM HEIGHT (FT)	N/A 4 STORIES (EXISTING)

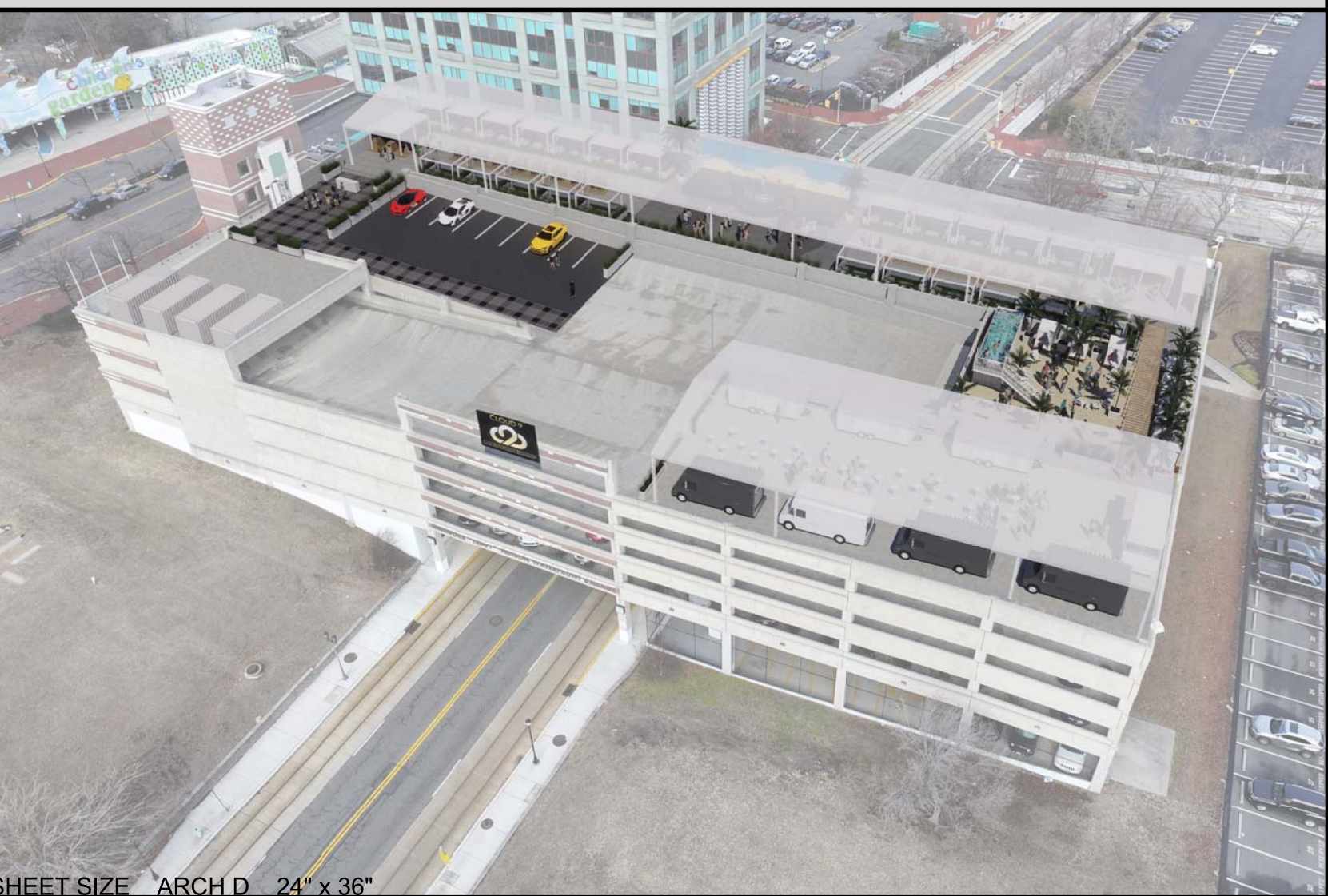
**PROPERTY OWNER:**  
PARKING AUTHORITY - CITY OF CAMDEN  
10 DELAWARE AVENUE  
CAMDEN NJ 08102

**PROJECT DESCRIPTION:**  
PROPOSED ASSEMBLY USE (NIGHTCLUB) ON EXISTING ROOF DECK OF EXISTING 4-STORY PARKING GARAGE INCLUDING 9 PARKING SPACES, BATHROOM TRAILERS, FOOD TRUCKS AND CABANAS. NO NEW WORK OUTSIDE EXISTING FOOTPRINT.  
  
TOTAL DEVELOPED AREA: 50,696 SF

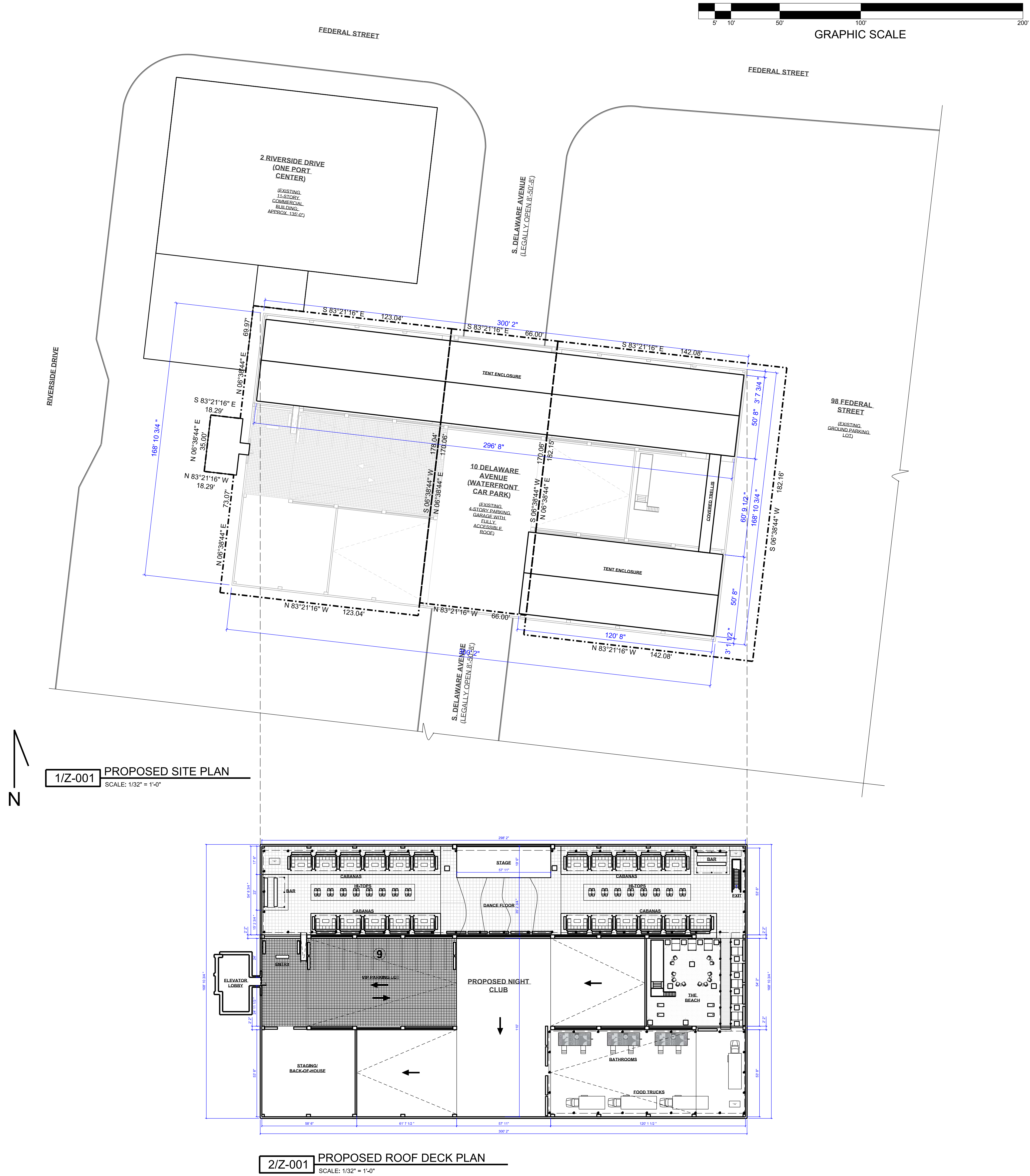
VICINITY MAP: 1" = 1000'



3D RENDERING (FOR ILLUSTRATIVE PURPOSES ONLY)



SHEET SIZE ARCH D 24" x 36"



**STUDIO C**  
ARCHITECTURE, LLC



CLOUD 9  
10 DELAWARE AVE  
CAMDEN NJ 08102

ISSUE	DATE
PERMIT SUBMISSION	06..09.25
ZONING REV-1	06.11.25

# PROPOSED SITE PLAN AND ZONING INFORMATION

Z-001