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(1978 - 1996)  
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(1978 - 2012)

MEMO

TO: Chair and Members of the Cranford Planning Board

FROM: Jonathan E. Drill, Esq., Board Attorney

DATE: September 28, 2022

RE: Hartz 750 Walnut Avenue Site Plan Application (the "application") - Proposed Driveway Locations

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Due to various questions raised by members of the public during the September 21, 2022 hearing session on the application, I am writing this memo to render my legal opinion regarding the proposed locations of the driveways as set forth on the site plans submitted with the application. The questions raised revolve around whether the Planning Board has any discretion to require that the driveway locations as proposed by the applicant be moved to the existing driveway locations or, for that matter, to some other locations other than directly across the street from Behnert Place (for the residential development driveway at issue) and Lexington Avenue (for the commercial development driveway at issue).

In brief, it is my legal opinion that the Planning Board cannot require that the locations of the proposed driveways be relocated to any other locations because both Redevelopment Agreements (not the Redevelopment Plan) that the Township entered into have deemed the proposed driveway locations as depicted on concept plans attached to the two Redevelopment Agreements as "consistent with" the Redevelopment Plan, which is a pre-condition under the Redevelopment Plan to the filing of the pending application, and the driveways as proposed on the site plan are where depicted on the concept plans attached to the two Redevelopment Agreements.

The remainder of this memo will explain the bases for my opinion.

Paragraph 5.4.c of the Redevelopment Plan requires a redeveloper that wishes to submit a site plan application to the Planning Board to "execute a Redevelopment Agreement(s) satisfactory to and authorized by the Township Committee of the Township of Cranford." Paragraph 5.5.e of the Redevelopment Plan provides that the "Redevelopment Agreement(s) shall provide that designated Redeveloper(s) shall be responsible to the installation or upgrade of infrastructure whether on-site or off-site."

Paragraph 5.6 of the Redevelopment Plan requires the designated Redeveloper(s) to:

submit all plans to the Township Committee of the Township of Cranford for review and authorization to proceed before the Planning Board prior to submitting a site plan or subdivision application to the Planning Board. Within 45 days after submission of a site plan or subdivision application to the Zoning Officer for review by the Township Committee of the application's consistency with this Redevelopment Plan, the Township Committee shall issue a letter of consistency, or non-consistency. Where specificity is not provided in this plan, or the Redevelopment Agreement(s), particularly but not exclusively regarding parking decks, roadways, open space and landscaping, such specificity shall be provided to the Township Committee of the Township of Cranford for review and authorization prior to submission to the Planning Board. The Township, by and through the Township Committee, acting as the Redevelopment Entity, will be required to review and authorize same as a condition precedent to submission of an application before the Planning Board.

The Redevelopers here (750 Walnut Avenue Logistics LLC for the commercial portion of the development and 750 Walnut Avenue Residential Urban Renewal LLC for the residential portion of the development) have each entered into Redevelopment Agreements with the Township.

Specifically, attached hereto as Exhibit 1 are selected portions of the Redevelopment Agreement for the commercial development (the "Commercial Agreement") and attached hereto as Exhibit 2 are selected portions of the Redevelopment Agreement for the residential development (the "Residential Agreement").

Pursuant to paragraph 5.2 of both the Commercial Agreement and the Residential Agreement, the Redevelopers agreed to file with the Planning Board site plan applications after a finding by the Township Committee that the site plans conformed with the Redevelopment Plan, which site plans are required to be in general accord with the Hartz Project graphically depicted on the Concept Plan attached to each Agreement as Exhibit A. Further, paragraph 5.1 of both the Commercial Agreement and the Residential Agreement provides: "The Township approves the Concept Plans and finds the Concept Plans to be in compliance with the Redevelopment Plan."

The Concept Plans attached to each Agreement as Exhibit A depict the driveways at issue as proposed on the site plans that have been submitted to the Planning Board, namely, one driveway is directly across the street from Behnert Place (for the residential development driveway at issue) and one driveway is directly across the street from Lexington Avenue (for the commercial development driveway at issue).

As such, it is my legal opinion that the Planning Board cannot require that the locations of the proposed driveways be relocated to any other locations because both Redevelopment Agreements (not the Redevelopment Plan) that the Township entered into have deemed the proposed driveway locations as depicted on concept plans attached to the two Redevelopment Agreements as "consistent with" the Redevelopment Plan, which is a pre-condition under the Redevelopment Plan to the filing of the pending application, and the driveways as proposed on the site plan are where depicted on the concept plans attached to the two Redevelopment Agreements.

As with the case of the basketball court that is included on the Concept Plans, the Planning Board cannot require that the driveways be removed from their proposed locations. Only the Redevelopers can propose re-locating the driveways, in which case the Planning Board would have to determine whether to grant a variance to allow same. Most significantly, it is the Redevelopers' choice whether or not to request relocation; the Planning Board does not have discretion to require it.

**REDEVELOPMENT AGREEMENT FOR 750 WALNUT CRANFORD  
COMMERCIAL PROJECT, 750 WALNUT REDEVELOPMENT AREA,  
CRANFORD TOWNSHIP, NEW JERSEY**

**THIS REDEVELOPMENT AGREEMENT** (hereinafter “**Agreement**”) made this day of June, 2022 by and between

**Township of Cranford**, a municipal corporation organized under the Constitution and Laws of the State of New Jersey, with an address at Cranford Township Municipal Building, 8 Springfield Avenue, Cranford NJ 07016 (hereinafter the “**Township**” or the “**Redevelopment Entity**”);

And

**750 WALNUT AVENUE LOGISTICS LLC**, a limited liability company organized under the laws of the State of New Jersey and having an address c/o Hartz Mountain Industries, 500 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 (hereinafter the “**Commercial Project Redeveloper**”).

Collectively, the Township and the Commercial Project Redeveloper shall be referred to as the “**Parties.**”

**WHEREAS**, on or about June, 2018, the Township filed a declaratory judgment action with the court for review and approval of the Township’s Affordable Housing Plan, including the calculation of the Township’s affordable housing obligation and the mechanisms by which the Township would satisfy that obligation (the “**DJ Action**”), which DJ Action bore docket number UNN-L-3976–18; and

**WHEREAS**, Hartz Mountain Corporation, LLC (“**Hartz**”) intervened in the Township DJ Action to assert that its property located at 750 Walnut Avenue be included as an inclusionary development site to aid the township in satisfying its regional fair share of gap and prospective affordable housing need; and

**WHEREAS**, the Township and Hartz negotiated and agreed to a settlement of the Hartz intervention, which settlement is memorialized by a Memorandum of Understanding dated December 21 2020 (“**Settlement**”) whereby the Hartz property, known as 750 Walnut Avenue Block 541, Lot 2 on the Tax Map of Cranford Township (“**Property**”), was included in the Township’s affordable housing compliance plan to permit the realistic development opportunity for redevelopment of a portion of the Property for an inclusionary development of 250 total units, of which thirty eight (38) affordable housing units would be set aside for low and moderate income households (the “**Residential Project**”), and a proposal to redevelop a second contiguous parcel of the Property for up to 250,000 ft. of nonresidential uses (the “**Commercial Project**”, and collectively with the Residential Project, the “**Hartz Project**”); and

**WHEREAS**, on May 4, 2021, the Court entered an amended final order granting the Township a “Judgment of Compliance and Repose”, which judgment included the endorsement of

EXHIBIT 1

the Settlement and the Housing Element and fair share plan, which included the Settlement and Property as an inclusionary housing site, and which Judgment provides the Township with immunity from Mount Laurel lawsuits through June 30, 2025; and

**WHEREAS**, pursuant to the provisions of the Local Redevelopment and Housing Law of the State of New Jersey, N.J.S.A. 40A:12A-1 et seq. (hereinafter the “Redevelopment Law”), the Township directed the Cranford Township Planning Board (hereinafter the “Planning Board”) to conduct a preliminary investigation to determine if the area located within the boundaries of Block 541, Lot 2 (the “Study Area”) qualified as a redevelopment area in accordance with the Redevelopment Law; and

**WHEREAS**, the Planning Board conducted the preliminary investigation memorialized by a Redevelopment Study, and held a public hearing and determined that the Study Area was indeed in need of redevelopment with condemnation power by Resolution 2020-356 dated November 10, 2020; and

**WHEREAS**, the Township adopted an ordinance creating the Redevelopment Area (hereinafter the “**Redevelopment Area**”), and created the 750 Walnut Avenue Redevelopment Plan (the “**Redevelopment Plan**”) on December 14, 2021 to govern development in the Redevelopment Area as amended on March 8, 2022; and

**WHEREAS**, the Redevelopment Plan governs property known as Block 541, Lot 2 on the Tax Map of Cranford Township, which redevelopment plan incorporates the design requirements and conditions for the redevelopment of the Property for the Hartz Project; and

**WHEREAS**, in contemplation of the redevelopment of the Property pursuant to the Redevelopment Plan and this Agreement, Hartz has terminated the existing condominium form of ownership of the existing structures located on the Property and has commenced demolition of these structures; and

**WHEREAS**, the Redevelopment Plan established separate subdistricts within the Redevelopment Area known as “**Subdistrict 1 - Residential**,” consisting of approximately 15 acres of the southern portion of the Property (the **Residential Property**), and the “**Subdistrict 2 – Commercial/Industrial**” consisting of approximately 15 acres of the northern portion of the Property (the “**Commercial Property**”) to be formally created by subdivision; and

**WHEREAS**, the Residential Project shall be approved and constructed pursuant to a separate Redevelopment Agreement with 750 Walnut Avenue Residential Urban Renewal, LLC, an affiliate of Hartz; and

**WHEREAS**, the Commercial Project Redeveloper shall be the developer of the proposed commercial center providing modern flexible commercial spaces. The Commercial Project improvements shall consist of two (2) commercial buildings with 250,000 square feet of space, on-site parking spaces, together with related on-site and off-site improvements, landscaping and other obligations as further described in this Agreement; and

**WHEREAS**, Commercial Project Redeveloper proposes to complete the Commercial Project in accordance with the concept plans, elevations and renderings entitled “750 Walnut” prepared by Stonefield Engineering, attached hereto as Exhibit A (the “**Concept Site Plan**”), subject to minor deviations resulting from full engineering of the Commercial Project; and

**WHEREAS**, as part of the Commercial Project, Commercial Project Redeveloper have agreed to make the site improvements and landscaping improvements for the Commercial Project (“**Commercial Project Site Improvements**”) as shown on the concept plan entitled “*Walnut Street Community Park Concept Plan*” prepared by Arterial, dated October 21, 2021, attached hereto as Exhibit B (the “**Community Park Concept Plan**”, together with the Concept Site Plan, the “**Concept Plans**”) and to make the Community Park Concept Plan Improvements available for the benefit of the public following completion of the Community Park Concept Plan Improvements in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, as part of the Hartz Project, Commercial Project Redeveloper has agreed to make on- site and off- site traffic improvements, at Commercial Project Redeveloper’s cost and expense, to ensure safe and efficient traffic circulation for the Project and to mitigate any adverse traffic impacts in surrounding neighborhoods (“**Hartz Project Traffic Improvements**”). The Hartz Project Traffic Improvements are recommended by the Township’s Traffic Engineer and shown on the Traffic Plan entitled “*Walnut Street Traffic Plan*” prepared by Colliers Engineering, attached hereto as Exhibit C (the “**Hartz Project Traffic Improvements Concept Plan**”); and

**WHEREAS**, the Township has determined that the Commercial Project Redeveloper possesses the proper qualifications and experience to implement and complete the Commercial Project in accordance with the Redevelopment Plan, and all other Applicable Laws (as such term is hereinafter defined), ordinances and regulations; and

**WHEREAS**, in order to effectuate the Redevelopment Plan, the Commercial Project, and the redevelopment of the Commercial Project Area, the Town has determined to enter into this Redevelopment Agreement with the Commercial Project Redeveloper, which Redevelopment Agreement (i) designates **750 WALNUT AVENUE LOGISTICS, LLC** as the “redeveloper” of the Commercial Project and (ii) provides for the construction of the **Commercial Project Site Improvements** and **Commercial Project Traffic Improvements** by the Commercial Project Redeveloper, and specifies the respective rights and responsibilities of the Town and the Commercial Project Redeveloper with respect to the Commercial Project.

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

#### **ARTICLE I- PURPOSE**

1.1 The purpose of this Agreement is to facilitate the construction on the subject Property of the Commercial Project, as defined in Section 2.2 below.


**ARTICLE V - AGREED UPON TERMS AND CONDITIONS**

5.1 The Township acknowledges that the Commercial Project and the Residential Project shall be approved as a single Hartz Project. The Commercial Project Redeveloper agrees to develop the Commercial Property in accordance with this Agreement, the Township's Redevelopment Plan, and the terms and conditions of any Resolution of Approval granted by the Planning Board. Notwithstanding the foregoing, the parties acknowledge that the Commercial Project has been fully engineered and agree that changes may be necessary during the Planning Board site plan review process. The Township agrees to such reasonable changes as may be necessitated by the engineering to conform with and achieve the intent of the Redevelopment Plan. The Township approves the Concept Plans and finds the Concept Plans to be in compliance with the Redevelopment Plan. Any amendment to the Concept Plans, other than minor deviations necessitated by full engineering of the Commercial Project, shall be submitted to Annie Hindenlang, P.P. of Topology as the Mayor's designee for approval, which approval shall not be unreasonably withheld, conditioned or delayed, unless such amendment shall be noncompliant with the Redevelopment Plan, in which case, such amendment to the Concept Plans shall be submitted to the Governing Body for approval together with a request to amend the Redevelopment Plan as necessary.

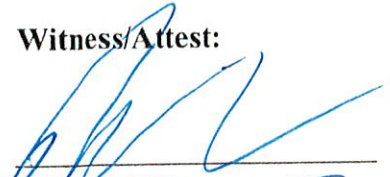
5.2 The Commercial Project Redeveloper agrees to file, within two (2) months of the Effective Date of this Redevelopment Agreement and the finding of site plan conformity by the Township Committee an application for preliminary site plan and subdivision approval for the Hartz Project, inclusive of the Commercial Project in accord with the Redevelopment Plan, except for such relief as permitted by the Plan and the Planning Board in its review of the application, in general accord with the Hartz Project graphically depicted on the Concept Site Plan attached hereto as **Exhibit A ("Site Plan Application")**. Commercial Project Redeveloper shall also file for and seek to secure any ancillary development permits and approvals as may be necessary and appropriate for the purpose of obtaining any and all final and unappealable governmental approvals required to complete the Commercial Project, including but not limited to, water and sewer allocation and connection permits, approvals from the Union County Planning Board, Union County Soil Erosion and Soil Conservation, sanitary sewer and potable water permits, if required; environmental approvals, if necessary; and any and all other necessary permits, licenses, consents and approvals ("**Ancillary Applications**") (hereinafter collectively called the "**Governmental Applications**"). All the Governmental Applications shall be in conformity with the Plan, as amended, this Agreement and any and all Federal, State, County, and municipal statutes, laws, ordinances, rules, and regulations applicable thereto, subject to the Redevelopment Law. The Commercial Project Redeveloper shall diligently and continuously prosecute the Governmental Applications, including any resubmissions or reasonable and necessary plan changes as may be required to secure approval of the Governmental Applications. The Township shall use reasonable efforts to fully cooperate with Commercial Project Redeveloper to facilitate obtaining approvals for all Governmental Applications, and a reasonable review by the Redevelopment Entity of all applications submitted by the Commercial Project Redeveloper. If such cooperation requires the Township to bear expenses for professionals, Commercial Project Redeveloper shall be responsible for such expenses as the Township may reasonably incur in its review of the Governmental Applications, by the posting of development review escrows in accordance with



**TOWNSHIP OF CRANFORD**

By:   
Dated: June 14, 2022

**Witness/Attest:**

  
Ryan J. Cooper, Temp Atty

**750 WALNUT AVENUE LOGISTICS, LLC**

**Witness/Attest:**

By: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2022



**TOWNSHIP OF CRANFORD**

**Witness/Attest:**

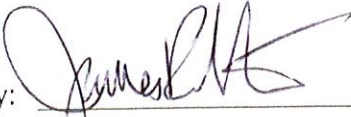
By: \_\_\_\_\_

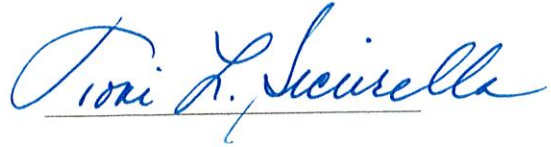
\_\_\_\_\_

Dated: \_\_\_\_\_, 2022

**750 WALNUT AVENUE LOGISTICS, LLC**

**Witness/Attest:**

By:  \_\_\_\_\_

 \_\_\_\_\_

Dated: June 28, 2022

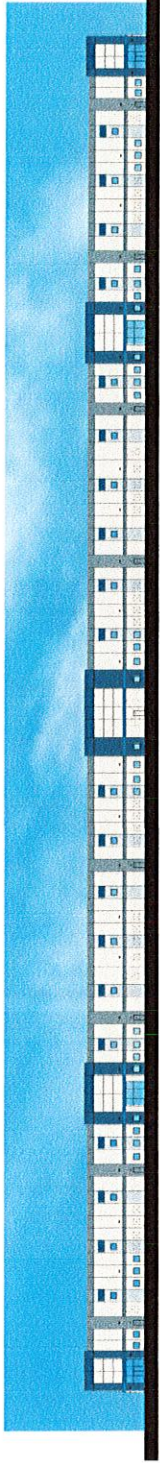
**EXHIBIT A**

**REDEVELOPMENT CONCEPT SITE PLAN**

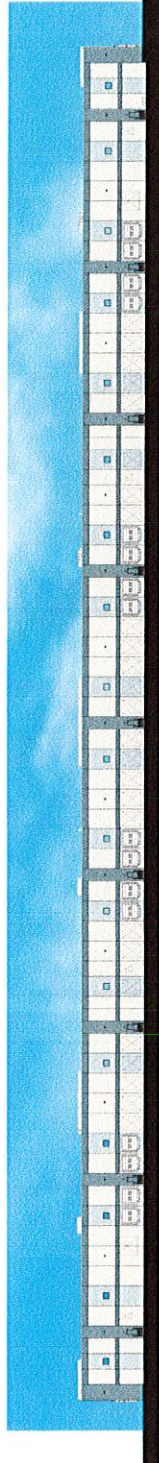


WEST ELEVATION BUILDING "B" 000

EAST ELEVATION BUILDING "B" 000



MAIN ENTRY NORTH ELEVATION BUILDING "B" 000



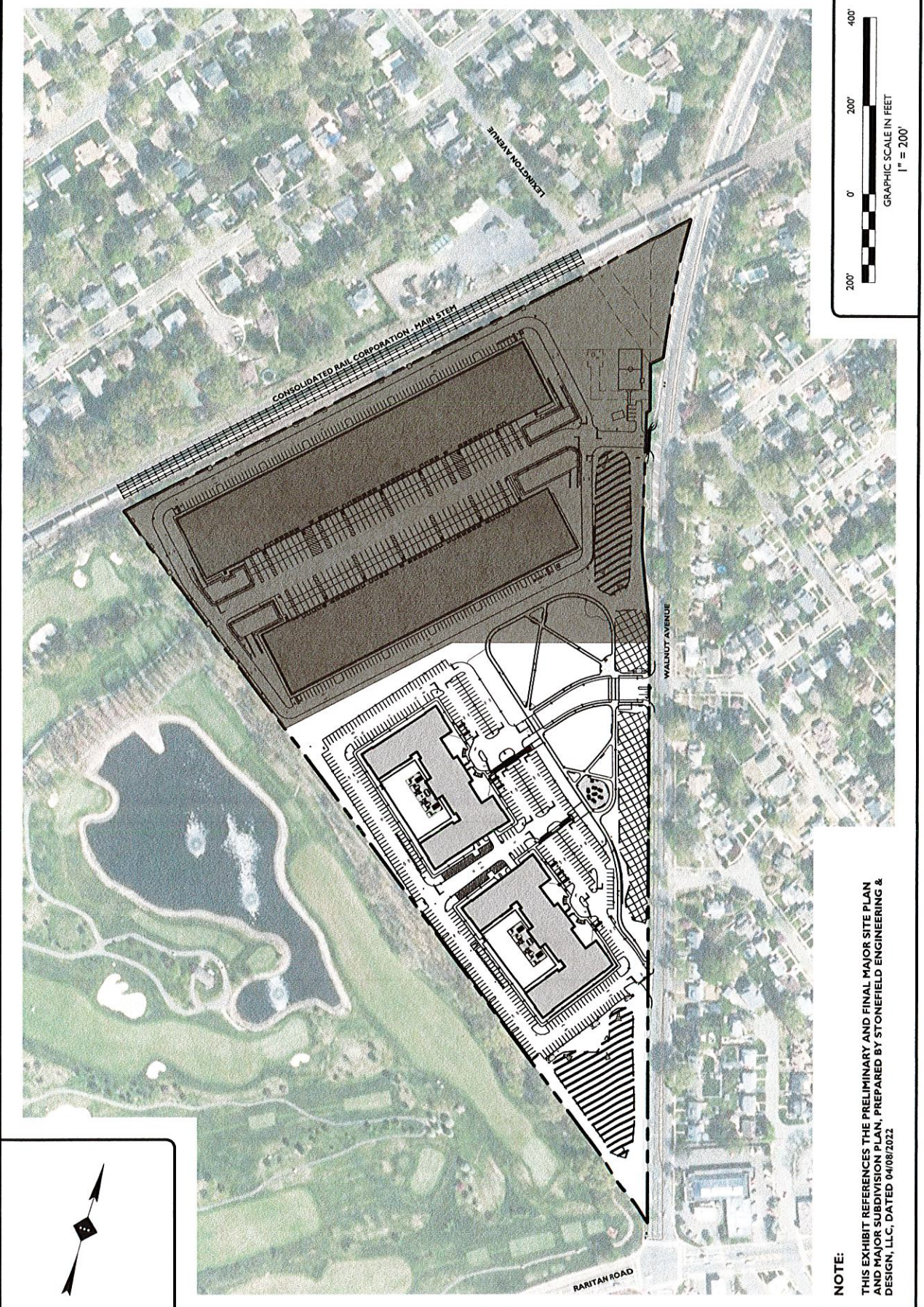
LOADING SIDE SOUTH ELEVATION BUILDING "B" 000

ISSUE	DATE	BY	DESCRIPTION
I	05/09/2022	FT	ISSUED FOR REVIEW

**STONEFIELD**  
 engineering & design  
 1000 North 1st Street, Suite 100  
 Raleigh, NC 27601  
 Phone: 919.286.4444 Fax: 919.286.4422  
 www.stonfieldeng.com

**HARTZ MOUNTAIN INDUSTRIES, INC.**  
 BLOCK 541 LOT 2  
 TOWNHIP OF CAROLINA  
 LENOIR COUNTY, NORTH CAROLINA

PROJECT ID: 11-009  
 TITLE: RESIDENTIAL LOT SKETCH  
 SHEET: 1 OF 1  
 NOT APPROVED FOR CONSTRUCTION  
 SCALE: (H) 1" = 200'



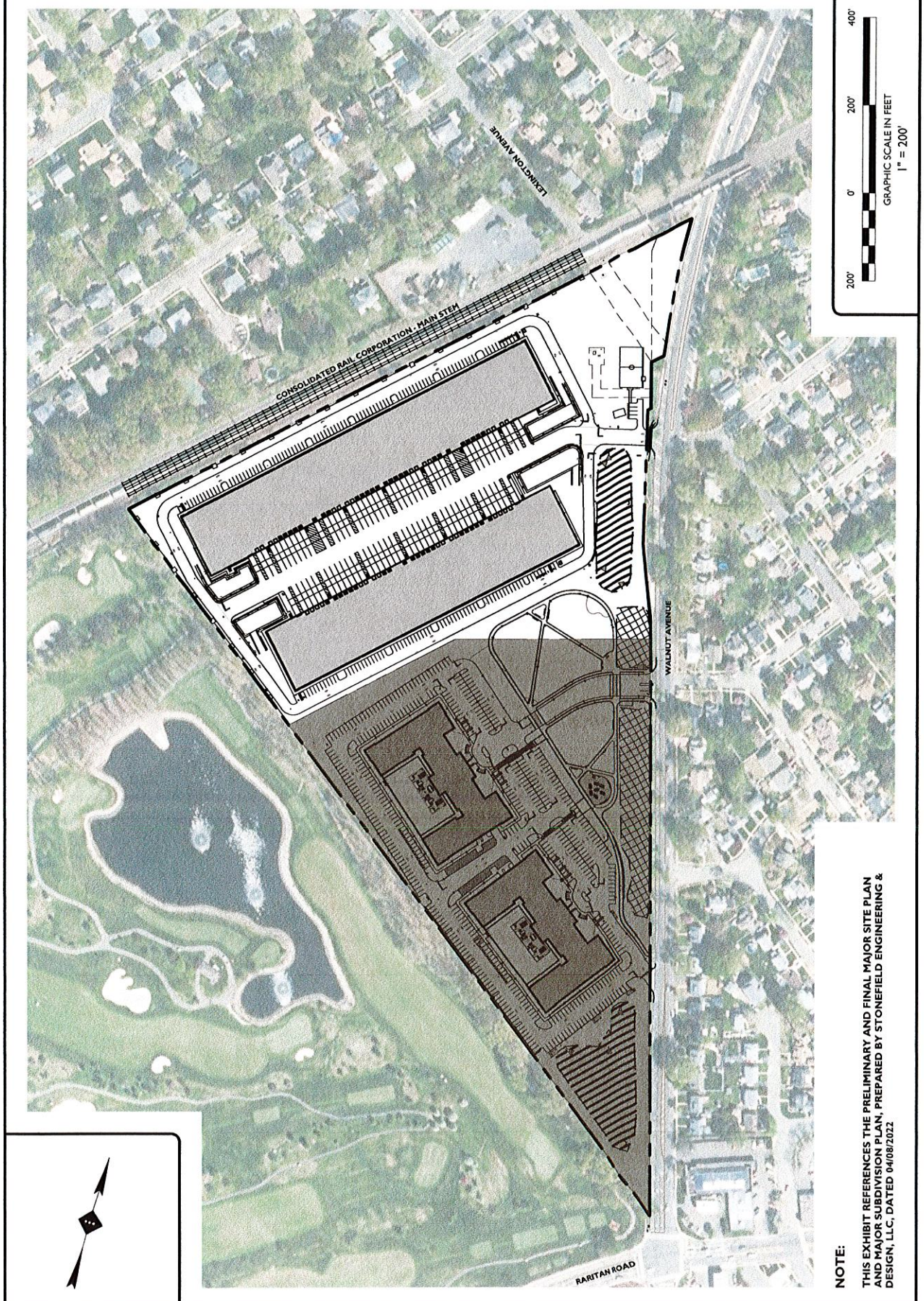
**NOTE:**  
 THIS EXHIBIT REFERENCES THE PRELIMINARY AND FINAL MAJOR SITE PLAN AND MAJOR SUBDIVISION PLAN, PREPARED BY STONEFIELD ENGINEERING & DESIGN, LLC, DATED 04/08/2022

ISSUE	DATE	BY	DESCRIPTION
1	05/09/2022	FT	ISSUED FOR REVIEW

**STONEFIELD**  
 Engineering & design  
 700 West 10th Street, Suite 100  
 Lincoln, NE 68502  
 Phone: 402.441.4444 Fax: 402.441.4472  
 www.stonefieldeng.com  
 Architects: NY - New York, NY - Boston, MA  
 Engineers: NY - New York, NY - Lincoln, NE

**HARTZ MOUNTAIN INDUSTRIES, INC.**  
 250 WALNUT AVENUE  
 ROCK HILL, SC 29730  
 LINCOLN COUNTY, NEW YORK  
 03-887T

ZONING CODE: Z-1  
 700 WEST 10TH STREET, SUITE 100  
 LINCOLN, NE 68502  
 NOT APPROVED FOR CONSTRUCTION  
 SCALE: (H) 1" = 200'  
 PROJECT ID: 11-1629  
**STONEFIELD**  
 TITLE: INDUSTRIAL LOT SKETCH  
 SHEET: 1 OF 1



**NOTE:**  
 THIS EXHIBIT REFERENCES THE PRELIMINARY AND FINAL MAJOR SITE PLAN AND MAJOR SUBDIVISION PLAN, PREPARED BY STONEFIELD ENGINEERING & DESIGN, LLC, DATED 04/08/2022

**REDEVELOPMENT AGREEMENT FOR 750 WALNUT CRANFORD  
RESIDENTIAL PROJECT, 750 WALNUT REDEVELOPMENT AREA,  
CRANFORD TOWNSHIP, NEW JERSEY**

**THIS REDEVELOPMENT AGREEMENT** (hereinafter “**Agreement**”) made this day of June, 2022 by and between

**Township of Cranford**, a municipal corporation organized under the Constitution and Laws of the State of New Jersey, with an address at Cranford Township Municipal Building, 8 Springfield Avenue, Cranford NJ 07016 (hereinafter the “**Township**” or the “**Redevelopment Entity**”);

And

**750 WALNUT AVENUE RESIDENTIAL URBAN RENEWAL LLC**, a limited liability company organized under the laws of the State of New Jersey and having an address c/o Hartz Mountain Industries, 500 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 (hereinafter the “**Residential Project Redeveloper**”).

Collectively, the Township and the Residential Project Redeveloper shall be referred to as the “**Parties.**”

**WHEREAS**, on or about June, 2018, the Township filed a declaratory judgment action with the court for review and approval of the Township’s Affordable Housing Plan, including the calculation of the Township’s affordable housing obligation and the mechanisms by which the Township would satisfy that obligation (the “**DJ Action**”), which DJ Action bore docket number UNN-L-3976–18; and

**WHEREAS**, Hartz Mountain Corporation, LLC (“**Hartz**”) intervened in the Township DJ Action to assert that its property located at 750 Walnut Avenue be included as an inclusionary development site to aid the Township in satisfying its regional fair share of gap and prospective affordable housing need; and

**WHEREAS**, the Township and Hartz negotiated and agreed to a settlement of the Hartz intervention, which settlement is memorialized by a Memorandum of Understanding dated December 21 2020 (“**Settlement**”) whereby the Hartz property, known as 750 Walnut Avenue Block 541, Lot 2 on the Tax Map of Cranford Township (“**Property**”), was included in the Township’s affordable housing compliance plan to permit the realistic development opportunity for redevelopment of a portion of the Property for an inclusionary development of 250 total units, of which thirty eight (38) affordable housing units would be set aside for low and moderate income households (the “**Residential Project**”), and a proposal to redevelop a second contiguous parcel of the Property for up to 250,000 ft. of nonresidential uses (the “**Commercial Project**”, and collectively with the Residential Project, the “**Hartz Project**”); and

**WHEREAS**, on May 4, 2021, the Court entered an amended final order granting the Township a “Judgment of Compliance and Repose”, which judgment included the endorsement of the Settlement and the Housing Element and fair share plan, which included the Settlement and

EXHIBIT 2

Property as an inclusionary housing site, and which Judgment provides the Township with immunity from Mount Laurel lawsuits through June 30, 2025; and

**WHEREAS**, pursuant to the provisions of the Local Redevelopment and Housing Law of the State of New Jersey, N.J.S.A. 40A:12A-1 et seq. (hereinafter the “Redevelopment Law”), the Township directed the Cranford Township Planning Board (hereinafter the “Planning Board”) to conduct a preliminary investigation to determine if the area located within the boundaries of Block 541, Lot 2 (the “Study Area”) qualified as a redevelopment area in accordance with the Redevelopment Law; and

**WHEREAS**, the Planning Board conducted the preliminary investigation memorialized by a Redevelopment Study, and held a public hearing and determined that the Study Area was indeed in need of redevelopment with condemnation power by Resolution 2020-356 dated November 10, 2020; and

**WHEREAS**, the Township adopted an ordinance creating the Redevelopment Area (hereinafter the “**Redevelopment Area**”), and created the 750 Walnut Avenue Redevelopment Plan (the “**Redevelopment Plan**”) on December 14, 2021 to govern development in the Redevelopment Area as amended on March 8, 2022; and

**WHEREAS**, the Redevelopment Plan governs property known as Block 541, Lot 2 on the Tax Map of Cranford Township, which redevelopment plan incorporates the design requirements and conditions for the redevelopment of the Property for the Hartz Project; and

**WHEREAS**, in contemplation of the redevelopment of the Property pursuant to the Redevelopment Plan and this Agreement, Hartz has terminated the existing condominium form of ownership of the existing structures located on the Property and has commenced demolition of these structures; and

**WHEREAS**, the Redevelopment Plan established separate subdistricts within the Redevelopment Area known as “**Subdistrict 1 - Residential**,” consisting of approximately 15 acres of the southern portion of the Property (the **Residential Property**”), and the “**Subdistrict 2 – Commercial/Industrial**” consisting of approximately 15 acres of the northern portion of the Property (the “**Commercial Property**”); and

**WHEREAS**, the Commercial Project shall be approved and constructed pursuant to a separate Redevelopment Agreement with 750 Walnut Avenue Logistics, LLC, an affiliate of Hartz; and

**WHEREAS**, the Residential Project Redeveloper shall be the developer of the proposed Residential Project, a multifamily residential community within a suburban setting. The Residential Project shall consist of two (2) residential buildings with 250 residential dwelling units, on-site parking spaces, a minimum of 100,000 square feet of “Privately-Owned Public Space” together with related on-site and off-site improvements, landscaping and other obligations as further described in this Agreement; and

**WHEREAS**, Residential Project Redeveloper proposes to complete the Residential Project in accordance with the concept plans, elevations and renderings entitled “750 Walnut” prepared by Stonefield Engineering and attached hereto as **Exhibit A** (the “**Concept Site Plan**”), subject to minor deviations resulting from full engineering of the Residential Project; and

**WHEREAS**, as part of the Residential Project, Redeveloper has agreed to make the site improvements and landscaping improvements for the Residential Project (“**Residential Project Site Improvements**”) as shown on the concept plan entitled “*Walnut Street Community Park Concept Plan*” prepared by Arterial, dated October 21, 2021, attached hereto as **Exhibit B** (the “**Community Park Concept Plan**”, together with the Concept Site Plan, the “**Concept Plans**”) and to make the Community Park Concept Plan Improvements available for the benefit of the public following completion of the Community Park Concept Plan Improvements in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, as part of the Hartz Project, the Residential Project Redeveloper has agreed to make on- site and off- site traffic improvements, at Redevelopers cost and expense, to ensure safe and efficient traffic circulation for the Hartz Project and to mitigate any adverse traffic impacts in surrounding neighborhoods (“**Hartz Project Traffic Improvements**”). The Hartz Project Traffic Improvements are recommended by the Township’s Traffic Engineer and shown on the Traffic Plan entitled “*Walnut Street Traffic Plan*” prepared by Stonefield Engineering, attached hereto as **Exhibit C** (the “**Hartz Project Traffic Improvements Concept Plan**”); and

**WHEREAS**, the Township has determined that the Residential Project Redeveloper possesses the proper qualifications and experience to implement and complete the Residential Project in accordance with the Redevelopment Plan, and all other Applicable Laws (as such term is hereinafter defined), ordinances and regulations; and

**WHEREAS**, as more thoroughly set forth in this Redevelopment Agreement, the Residential Project is contingent upon the execution of a financial agreement in accordance with the Long-Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (as may be amended and supplemented, the “**Exemption Law**”), between the Township and the Residential Project Redeveloper providing the terms and conditions for a tax exemption for the Residential Project (the “**Financial Agreement**”).

**WHEREAS**, in order to effectuate the Redevelopment Plan, the Residential Project, and the redevelopment of the Residential Property, the Township has determined to enter into this Redevelopment Agreement with the Residential Project Redeveloper, which Redevelopment Agreement (i) designates **750 WALNUT AVENUE RESIDENTIAL URBAN RENEWAL, LLC** as the “redeveloper” of the Residential Project and (ii) provides for the construction of the **Residential Project Site Improvements** and **Residential Project Traffic Improvements** by the Residential Project Redeveloper, and specifies the respective rights and responsibilities of the Township and the Residential Project Redeveloper with respect to the Residential Project.

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:



**ARTICLE I- PURPOSE**

1.1 The purpose of this Agreement is to facilitate the construction on the subject Residential Property of the Residential Project, as defined in Section 2.2 below.

**ARTICLE II- THE PROPERTY AND THE PROJECT**

2.1 **The “Residential Property”:** The Residential Property is a triangular parcel, being approximately 15 acre lot that fronts on 750 Walnut Avenue, a public county road and is situated in the C-3 zone, as depicted on Exhibit A.

2.2 **The “Residential Project”:** The Residential Project that is the subject of this Agreement consists of the Subdistrict 1 development of the Residential Property for an inclusionary development of 250 total units, of which thirty eight (38) Affordable Housing Units would be set aside for low and moderate income households and including such accessory structures as stormwater facilities, landscaping, an open space area with recreational amenities and parking.

2.3 The Residential Project Redeveloper will ensure that the Residential Project shall conform to the Redevelopment Plan.

2.4 As used herein the term “Affordable Housing Residential Units” shall mean a residential dwelling unit attached to other similar units via both vertical and horizontal party walls, with respect to which the approvals shall be issued and which is subject to the requirement, resolution or limitation relating to the provision for “affordable housing” as defined by the Fair Housing Act, COAH, UHAC regulations and other applicable laws.

2.4 The Residential Project Redeveloper will ensure that the Residential Project shall conform to the Redevelopment Plan, subject to any deviations from the Redevelopment Plan as may be permitted by the Planning Board. All of the Affordable Housing Residential Units will be creditworthy affordable housing units as defined by the prior COAH regulations, N.J.A.C. 5:93-1 et seq., the FHA UHAC regulations and other applicable laws.

2.5 **PILOT Contingency & Tax Agreement:** Residential Project Redeveloper is in the process of applying to the Township for approval of a tax agreement (the “Tax Agreement”) providing for, among other things, payments in lieu of taxes pursuant to *N.J.S.A. 40A:20-1 et seq.* (“PILOT”) for a maximum term of thirty (30) years. If and to the extent available under Applicable Laws, and as requested by Residential Project Redeveloper, the Township agrees to consider Residential Project Redeveloper’s PILOT application in good faith, but Residential Project Redeveloper acknowledges that the Township retains full discretion whether to grant the PILOT. The Township further agrees that approval of Residential Project Redeveloper’s PILOT application is a material term of this Agreement and, in the event that the Township fails to duly approve and execute a Tax Agreement in a form acceptable to Residential Project Redeveloper within 60 days following the Effective Date, then prior to the Commencement of Construction, Residential Project Redeveloper may elect to terminate this Redevelopment Agreement by providing Notice to that effect to the Township (the “PILOT Contingency”). Upon such termination, this Redevelopment Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.



Residential Project Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 4.6(a) shall be deemed: (i) to constitute an approval of all or any portion of the Residential Project for which applications have been submitted or are required or (ii) a waiver of the ability of any Governmental Authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Township shall (A) request that all agencies of the Township having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental Approvals, (B) schedule, convene and conclude all required public hearings in a manner consistent with Applicable Laws, without undue delay, and (C) cause all of the planners, engineers and other consultants engaged by the Township and the Township to review and comment on all submittals by the Residential Project Redeveloper in an expeditious manner and request that all planners, engineers and other consultants engaged by the Township, the Township or any of the Township's other agencies, review and comment on all submittals by the Residential Project Redeveloper in an expeditious manner.

(b) The Township shall undertake and complete, with due diligence, all of its obligations under this Redevelopment Agreement.

(c) The Township shall not amend or cause the amendment of the Redevelopment Plan with respect to the Property in a manner that materially, adversely affects the Residential Project Redeveloper or the Residential Project during the term of this Agreement without the prior written consent of the Residential Project Redeveloper.

(d) The Residential Project Redeveloper has been designated as the exclusive redeveloper of the Residential Property and shall have the exclusive right and obligation to redevelop the Residential Property and implement the Residential Project in accordance with the terms and conditions of this Redevelopment Agreement.

#### **ARTICLE V - AGREED UPON TERMS AND CONDITIONS**

5.1 The Township acknowledges that the Residential Project and the Commercial Project shall be approved as a single Hartz Project. The Residential Project Redeveloper agrees to develop the Residential Property in accordance with this Agreement, the Township's Redevelopment Plan, and the terms and conditions of any Resolution of Approval granted by the Planning Board. Notwithstanding the foregoing, the parties acknowledge that the Residential Project has been fully engineered and agree that changes may be necessary during the Planning Board site plan review process. The Township agrees to reasonable changes as may be necessitated by the engineering to conform with and achieve the intent of the Redevelopment Plan. The Township approves the Concept Plans and finds the Concept Plans to be in compliance with the Redevelopment Plan. Any amendment to the Concept Plans, other than minor deviations necessitated by full engineering of the Project, shall be submitted to Annie Hindenlang, P.P. of Topology as the Mayor's designee for approval, which approval shall not be unreasonably withheld, conditioned or delayed, unless such amendment shall be noncompliant with the Redevelopment Plan, in which case, such amendment to the Concept Plans shall be submitted to

the Governing Body for approval together with a request to amend the Redevelopment Plan as necessary.

5.2 The Residential Project Redeveloper agrees to file, within two (2) months of the Effective Date of this Redevelopment Agreement and the finding of site plan conformity by the Township Committee, an application for preliminary site plan and subdivision approval for the Hartz Project, inclusive of the Residential Project in accord with the Redevelopment Plan, except for such relief as permitted by the Plan and the Planning Board in its review of the application, in general accord with the Hartz Project graphically depicted on the Concept Site Plan attached hereto as **Exhibit A (“Site Plan Application”)**. Residential Project Redeveloper shall also file for and seek to secure any ancillary development permits and approvals as may be necessary and appropriate for the purpose of obtaining any and all final and unappealable governmental approvals required to complete the Residential Project, including but not limited to, water and sewer allocation and connection permits, approvals from the Union County Planning Board, Union County Soil Erosion and Soil Conservation, sanitary sewer and potable water permits, if required; environmental approvals, if necessary; and any and all other necessary permits, licenses, consents and approvals (“**Ancillary Applications**”) (hereinafter collectively called the “**Governmental Applications**”). Residential Project Redeveloper intends to timely and diligently process all the Governmental Applications in accord with the Project Schedule attached hereto as **Exhibit F**. The Township acknowledges and agrees to cooperate with the Residential Project Redeveloper to achieve the dates set forth in the Project Schedule in order to assure that the Affordable Housing Units are constructed and occupied by June 30, 2025. All the Governmental Applications shall be in conformity with the Plan, as amended, this Agreement and any and all Federal, State, County, and municipal statutes, laws, ordinances, rules, and regulations applicable thereto, subject to the Redevelopment Law. The Residential Project Redeveloper shall diligently and continuously prosecute the Governmental Applications, including any resubmissions or reasonable and necessary plan changes as may be required to secure approval of the Governmental Applications. The Township shall use reasonable efforts to fully cooperate with Residential Project Redeveloper to facilitate obtaining approvals for all Governmental Applications, and a reasonable review by the Redevelopment Entity of all applications submitted by the Residential Project Redeveloper. If such cooperation requires the Township to bear expenses for professionals, Residential Project Redeveloper shall be responsible for such expenses as the Township may reasonably incur in its review of the Governmental Applications, by the posting of development review escrows in accordance with N.J.S.A. 40:55D-53.2.

5.3 Residential Project Redeveloper shall obtain final and unappealable approval of all Governmental Applications (“**Government Approvals**”), including the Township of Cranford Preliminary and Final Major Site Plan (“**Site Plan Approval**”) necessary to start Construction of the Hartz Project within Twenty four (24) months following execution of this Agreement. Residential Project Redeveloper shall pay all site plan application fees and professional review escrow costs, inclusive of costs incurred pursuant to Article 5.2 above, as required by the Redevelopment Plan and Township Ordinances (“**Township Costs**”). The Township acknowledges that the Residential Project and the Residential Project shall be approved as a single Project. The Township agrees that Residential Project Redeveloper may allocate Township Costs between the Residential Project and the Commercial Project, as provided in the separate Redeveloper Agreement with 750 Walnut Avenue Logistics, LLC.



**TOWNSHIP OF CRANFORD**

**Witness/Attest:**

By: Kathleen Miller, Mayor  
Dated: June 14, 2022

[Signature]  
Alan J. Cogger, Temp. Atty

**750 WALNUT AVENUE URBAN RENEWAL, LLC      Witness/Attest:**

By: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2022

**TOWNSHIP OF CRANFORD**

**Witness/Attest:**

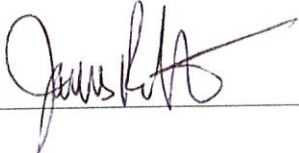
By: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2022

**750 WALNUT AVENUE URBAN RENEWAL, LLC**

**Witness/Attest:**

By:  \_\_\_\_\_

 \_\_\_\_\_

Dated: June 28, 2022

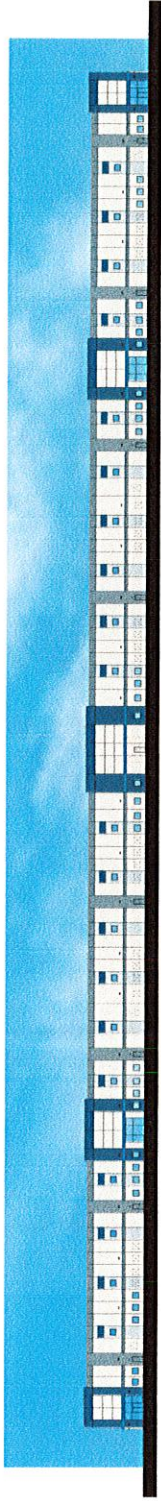
**EXHIBIT A**

**REDEVELOPMENT CONCEPT SITE PLAN**

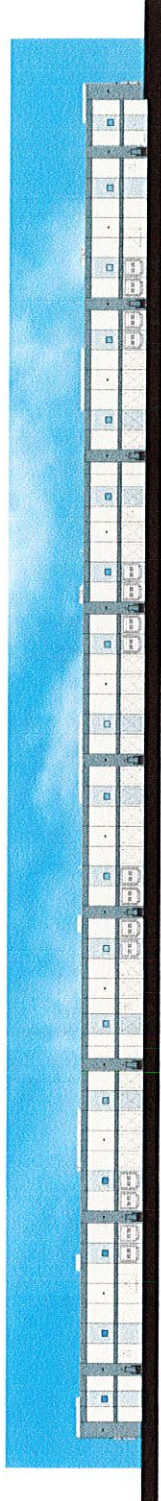


WEST ELEVATION BUILDING "B" 800'

EAST ELEVATION BUILDING "B" 800'



MAIN ENTRY NORTH ELEVATION BUILDING "B" 800'



LOADING SIDE SOUTH ELEVATION BUILDING "B" 800'

ISSUE	DATE	BY	DESCRIPTION
I	05/09/2022	FT	ISSUED FOR REVIEW

**STONEFIELD**  
**engineering & design**

Princeton, NJ - New York, NY - Channahon, IL  
 www.stonfieldeng.com

Headquarters: 92 Park Avenue, Richard, NJ 07070  
 Phone: 201.302.6848 Fax: 201.302.6472

**HARTZ MOUNTAIN INDUSTRIES, INC.**

Block 541, Lot 2  
 250 WALL HILL AVENUE  
 TOWNSHIP OF CHANONDS  
 LINDEN COUNTY, NEW JERSEY

EXHIBIT

JANUARY 1, 2022  
 2022-01-01  
 2022-01-01

**NOT APPROVED FOR CONSTRUCTION**

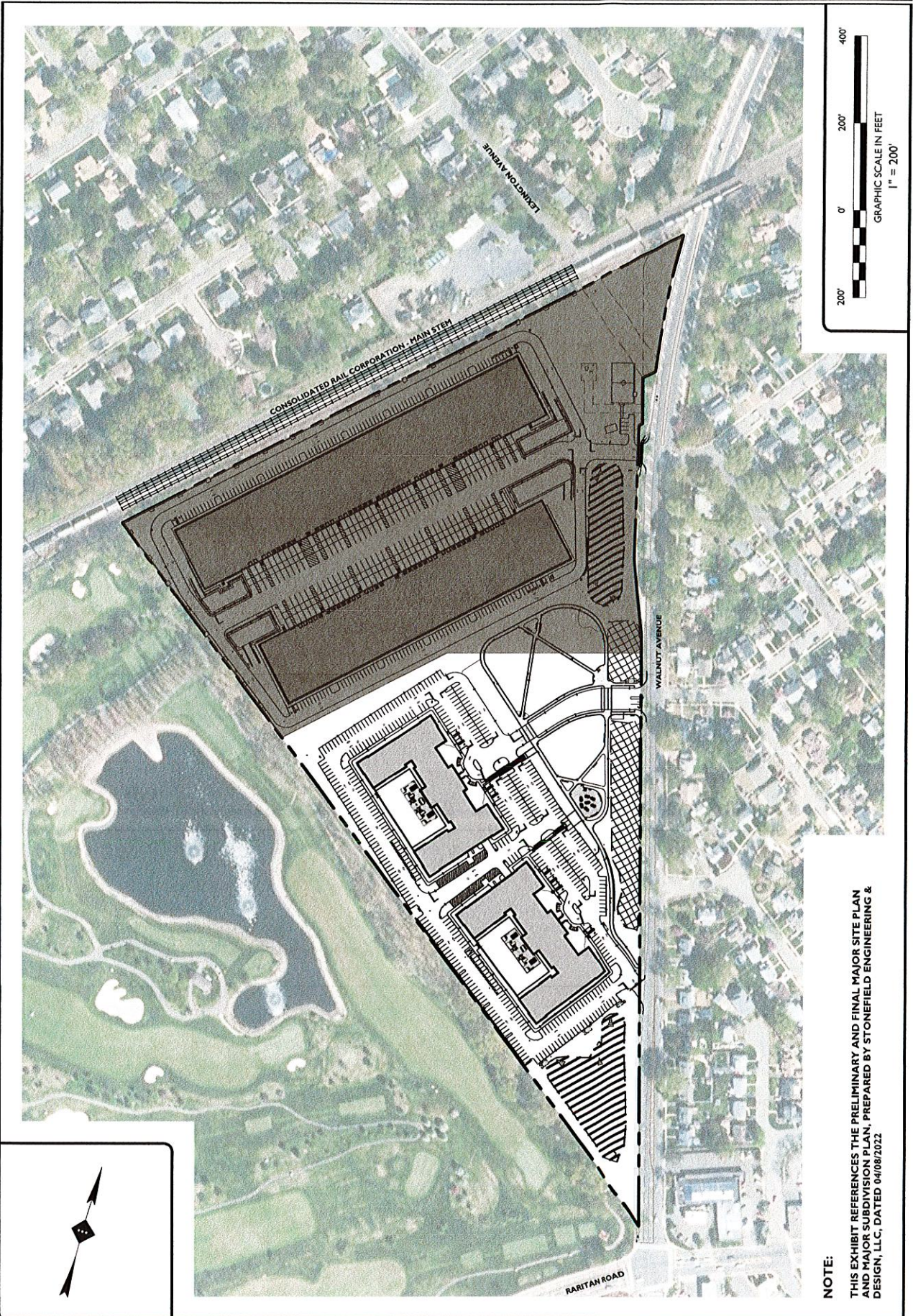
SCALE: (P) 1" = 200'

PROJECT ID: 1116097

**STONEFIELD**

TITLE: RESIDENTIAL LOT SKETCH

SHEET: 1 OF 1



**NOTE:**  
 THIS EXHIBIT REFERENCES THE PRELIMINARY AND FINAL MAJOR SITE PLAN AND MAJOR SUBDIVISION PLAN, PREPARED BY STONEFIELD ENGINEERING & DESIGN, LLC, DATED 04/08/2022



