

**RESOLUTION NO. 8-24-205
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT WITH 433 CLEVELAND AVENUE LLC WITH
RESPECT 433 CLEVELAND AVENUE PURSUANT TO THE LOCAL
REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et seq.**

WHEREAS, the Borough of Highland Park, a public body corporate and politic of the State of New Jersey (the “Borough”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “Redevelopment Law”) to determine whether certain parcels of land within the Borough constitute an area in need of redevelopment; and

WHEREAS, by Ordinance No. 16-1921, adopted on December 20, 2016, the Borough Council of the Borough (the “Borough Council”) designated the entirety of the area within the municipal boundaries of the Borough, including the property commonly known as 433 Cleveland Avenue and identified as Block 153, Lots 15, 17, 18 and 19, Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough (the “Property”), an “area in need of redevelopment”; and

WHEREAS, on March 17, 2020, the Borough Council adopted an ordinance adopting the “433 Cleveland Avenue Redevelopment Plan” dated January 23, 2020 and prepared by LRK Inc. (the “Redevelopment Plan”) for the Property; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Borough has determined to act as the “redevelopment entity” (as such term is defined in the Redevelopment Law at *N.J.S.A. 40A:12A-3*) for the Property, to exercise the powers contained in the Redevelopment Law to facilitate the redevelopment of the Borough’s downtown core; and

WHEREAS, 433 Cleveland Avenue LLC (the “Redeveloper”) is the fee simple owner of the Property and seeks to be designated as the “redeveloper” (as defined in the Redevelopment Law) of same, so as to redevelop the Property in accordance with the terms of the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, the Redeveloper proposes to redevelop the Property by constructing: (a) an approximately 78,500 sf girls school and related facilities on property identified as Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough, (b) a parking lot on property identified as Block 153, Lots 17, 18 and 19 on the official tax map of the Borough (together (a) and (b), the “School”), (c) a building on property identified as Block 153, Lot 15 on the official tax map of the Borough as permitted by the Redevelopment Plan (the “Lot 15 Project”) and (d) the Infrastructure Improvements, as defined in the proposed redevelopment agreement attached hereto as *Exhibit A* (the “Redevelopment Agreement”) (together, the School, the Lot 15 Project and the Infrastructure Improvements are the “Project”); and

WHEREAS, on August 19, 2020, the Parties entered into a Redevelopment Agreement to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan; and

WHEREAS, since the execution of the Redevelopment Agreement, the Borough and Redeveloper have discussed changes to the required infrastructure improvements in the Redevelopment Agreement; and

WHEREAS, the Parties have determined to execute a First Amendment to the Redevelopment Agreement (the “First Amendment”) in order to set forth the amended terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Highland Park that:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Mayor is authorized to execute the First Amendment attached hereto as *Exhibit A*, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s counsel and professionals.

Section 3. A copy of this resolution shall be available for public inspection at the offices of the Borough Clerk.

Section 4. This resolution shall take effect immediately.

I, Jennifer Santiago, Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify that the above is a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

EXHIBIT A

First Amendment

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (the “**First Amendment**”), dated as of _____, by and between:

BOROUGH OF HIGHLAND PARK, a public body corporate and politic of the State of New Jersey, with offices at 221 South 5th Avenue, Highland Park, New Jersey 08904, and its successors and assigns (the “**Borough**”), and

433 CLEVELAND AVENUE, LLC, a limited liability company formed under the laws of the State of New Jersey, with offices located at 4A Cedarbrook Drive, Cranbury, New Jersey 08512, and its successors and assigns (“**Redeveloper**”, together with the Borough, the “**Parties**” and each a “**Party**”).

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 16-1921 adopted on December 20, 2016, the Borough Council of the Borough (the “**Borough Council**”), pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented (the “**Redevelopment Law**”), designated the entire area of the Borough, including the entirety of the area within the municipal boundaries of the Borough identified as Block 153, Lots 15, 17, 18 and 19, Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough (the “**Property**”) as “an area in need of rehabilitation”; and

WHEREAS, on March 17, 2020, the Borough Council adopted an ordinance adopting the “*433 Cleveland Avenue Redevelopment Plan*” dated January 23, 2020 and prepared by LRK Inc. (the “**Redevelopment Plan**”) for the Property; and

WHEREAS, the Redeveloper is the fee simple owner of the Property; and

WHEREAS, the Redeveloper proposed to redevelop the Property by constructing: (a) an approximately 78,500 square foot girls school and related facilities on property identified as Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough; (b) a parking lot on property identified as Block 153, Lots 17, 18 and 19 on the official tax map of the Borough (together (a) and (b), the “**School**”); (c) a building on property identified as Block 153, Lot 15 on the official tax map of the Borough as permitted by the Redevelopment Plan (the “**Lot 15 Project**”); and (d) the Infrastructure Improvements, as defined in the Redevelopment Agreement (together, the School, the Lot 15 Project and the Infrastructure Improvements are the “**Project**”); and

WHEREAS, on August 19, 2020, the Parties entered into a Redevelopment Agreement to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan; and

WHEREAS, since the execution of the Redevelopment Agreement, the Borough and Redeveloper have discussed changes to the required infrastructure improvements in the Redevelopment Agreement; and

WHEREAS, the Parties agree to modify the Project construction timeline to permit the School to open before the completion of the Infrastructure Improvements and Community Center Improvements, as defined in the Redevelopment Agreement, as long as the Redeveloper 1) posts a performance bond to ensure completion of the Infrastructure Improvements and Community Center Improvements and 2) completes the Infrastructure Improvements and Community Center Improvements within ninety (90) days of the School opening; and

WHEREAS, the Parties agree to eliminate Section 1(a) of Exhibit 2, which requires painted bump-outs at the intersection of Cleveland Avenue and Madison Avenue, because the Borough engineers do not recommend the configuration at that location; and

WHEREAS the Parties agree to revise Section 2(c) of Exhibit 2 to narrow the sidewalk on Madison Avenue to four (4) feet and to require replacement of driveway aprons with curbs as needed; and

WHEREAS the Parties agree to revise Section 2(k) of Exhibit 2 to eliminate the bicycle lane because the police department has determined the road is too narrow; and

WHEREAS, the Parties have determined to execute this First Amendment in order to set forth the amended terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan,

NOW, THEREFORE, and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

Section 1. The above recitals are hereby incorporated herein as if set forth at length.

Section 2. Capitalized terms set forth in this First Amendment not defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

Section 3. Section 4.01 of the Redevelopment Agreement is revised as follows (new language underlined):

SECTION 4.01. Construction of Project; Project Schedule. Subject to the terms of this Redevelopment Agreement: (a) the Project shall be implemented in accordance with the Redevelopment Plan and the Site Plan, including obtaining all Governmental Approvals; and (b) the Redeveloper shall commence construction on the Project no later than three (3) years from the Effective Date of this Agreement (the “**Start Date**”). The Redeveloper shall Complete the Project

within three (3) years of the Start Date (the “**Completion Date**”). Should the Redeveloper open the School before completion of the Infrastructure Improvements and Community Center Improvements, the Infrastructure Improvements and Community Center Improvements shall be completed within ninety (90) days of the School opening.

Section 4. Section 2.03(b) of the Redevelopment Agreement is revised as follows (new language underlined):

(b) Infrastructure Improvements. The Redeveloper will undertake the Infrastructure Improvements at an estimated value to the Borough of Two Hundred Thousand Dollars (\$200,000.00). The Redeveloper shall provide for the timely implementation of the Infrastructure Improvements as a condition to the receipt of a Certificate of Completion for either the School or the Lot 15 Project. The Redeveloper and the Borough shall cooperate in all respects to ensure that the implementation of such Infrastructure Improvements does not unreasonably interfere with the operation of the existing Utilities. The Redeveloper agrees to provide all performance and maintenance bonds as required by the Governmental Approvals. The Redeveloper also agrees to provide a performance bond for the Infrastructure Improvements if the Infrastructure Improvements are not completed before the date the School opens. Such performance and maintenance bonds shall be governed by *N.J.S.A. 40:55D-53 et seq.*

Section 5. Section 2.03(d) of the Redevelopment Agreement is revised as follows (new language underlined):

(d) Community Center Improvements. An Affiliate of the Redeveloper shall undertake certain capital improvements at the Borough Community Center at an estimated value to the Borough of Eighty-Five Thousand Dollars (\$85,000.00), as set forth in **Exhibit 3**. The Redeveloper agrees to provide a performance bond for the Community Center Improvements if the Community Center Improvements are not completed before the date the School opens. Such performance bond shall be governed by *N.J.S.A. 40:55D-53 et seq.*

Section 6. The following amendments are made to Exhibit 2 – Infrastructure Improvements in the Redevelopment Agreement:

a. Section 1(a) of Exhibit 2 is deleted.

b. Section 2(c) of Exhibit 2 is revised as follows (new language underlined and deleted language struck through):

Construction of a new sidewalk along the north side of Madison Avenue, from Cleveland Avenue to Grant Avenue. This new sidewalk will measure approximately four (4) feet ~~five and one half (5 1/2) to six (6) feet~~ in width and will be located inside the existing curb line. The sidewalk improvements will include replacement of the existing driveway aprons with curbs as needed, installation of one (1) new crosswalk at the Harrison Avenue intersection, re-striping of any worn out crosswalks and installation of school crossing signage along Madison Avenue, installation of one (1) new ADA accessible ramp with detectable warning pads at the Harrison Avenue intersection, and removal of existing shade trees and installation of new shade tree as

determined by the Borough. The installation of this missing sidewalk along these two (2) blocks of Madison Avenue approaching the new intersection improvements at the Cleveland Avenue intersection are consistent with the recommended traffic calming treatments for a Bicycle Boulevard as outlined in the Borough's Bicycle and Pedestrian Plan. *[Approximately 225 linear feet for each block, for a total of 450 linear feet of new sidewalk-and-curb]*

c. Section 2(k) of Exhibit 2 is revised as follows (new language underlined and deleted language struck through):

Installation of shared-lane markings (sharrows) and related shared street signage along Harrison Avenue from River Road to the Highland Park/Edison border in accordance with traffic engineering standards. ~~location where existing sidewalk end near the bridge on Harrison Avenue as proposed in the Borough's Bicycle and Pedestrian Plan. From this location to the Borough boundary, installation of a two-way bicycle/pedestrian lane with striping, reflective raised/adhesive markers and related no parking signage along one side of Harrison Avenue (location on the north side or south side of the street to be determined by the Borough). These improvements will reduce the width of the street and eliminate on-street parking on one side of the street throughout this block. A dashed bicycle/pedestrian lane will be necessary at either end to guide users across Harrison Avenue to connect the existing sidewalk on the south side of the street to the bicycle/pedestrian lane on the north side of the street. These improvements will provide for a continuous connection from River Road to the Borough boundary, including to the existing multi-use trail at N. 5th Avenue. *[Approximately 425 linear feet of roadway subject to sharrow markings; approximately 925 linear feet of bicycle/pedestrian lane]*~~

Section 7. The Redevelopment Agreement, as amended by this First Amendment, is ratified and affirmed by the Parties. Except as expressly amended herein, all other terms and conditions of the Redevelopment Agreement and First Amendment remain in full force and effect.

Section 8. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This First Amendment may be executed by facsimile or PDF signatures, each of which shall constitute an original.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed, all as of the date first above written.

ATTEST:

BOROUGH OF HIGHLAND PARK

Name: Jennifer Santiago
Title: Borough Clerk
Date:

By: _____
Name: Elsie Foster
Title: Mayor
Date:

WITNESS:

433 CLEVELAND AVENUE, LLC

Name:
Title:
Date:

By: _____
Name: Joseph Stern
Title: Managing Member
Date: