

IN THE MATTER OF THE APPLICATION
OF THE BOROUGH OF HAWTHORNE,
COUNTY OF PASSAIC,

Plaintiff/Petitioner

SUPERIOR COURT OF NEW JERSEY
PASSAIC COUNTY—LAW DIVISION

DOCKET NO. PAS-L-2412-15

SETTLEMENT AGREEMENT

Plaintiff THE BOROUGH OF HAWTHORNE; Interested Party THE PLANNING BOARD OF THE BOROUGH OF HAWTHORNE, and Defendant-Intervenor 204 WAGARAW ROAD, LLC being desirous of partially settling the lawsuit entitled IN THE MATTER OF THE APPLICATION OF THE BOROUGH OF HAWTHORNE, COUNTY OF PASSAIC, DOCKET NO. PAS-L-2412-15, without the risk, cost, or burden of further litigation, agree in exchange for their mutual promises, terms and conditions and other sufficient consideration as follows:

1. PURPOSE

The purpose of this agreement is (a) to create a realistic opportunity for a total of 17 affordable family units (rental affordable units on the 204 Wagaraw Site; (b) to control the development of the 204 Wagaraw Site as set forth herein; and (c) to resolve all issues amongst the parties.

2. DEFINITIONS

Unless the context plainly requires a different meaning, the following terms have the following meanings for purposes of this Agreement.

- a. "Agreement" means this agreement.
- b. "Developer" means 204 Wagaraw, LLC or its successors or assigns.

- c. “204 Wagaraw Site” means Block 12, Lot 8 on the Borough’s official tax map, consisting of approximately 8.78 acres located at 204 Wagaraw Road in Hawthorne.
- d. “Nonappealable” means that the period for appeal has expired without any appeal having been filed by any party or that an appeal has been filed and all trial and appellate proceedings have concluded affirming the municipal actions that were the subject of the appeal.
- e. “Party” and “Parties” means one or more of the Borough of Hawthorne, the Planning Board of the Borough of Hawthorne, and the Developer, as the context may require.
- f. “Municipal Parties” means the Borough of Hawthorne and the Planning Board of the Borough of Hawthorne collectively.
- g. “Ordinance” means a duly adopted ordinance of the Borough of Hawthorne to rezone the 204 Wagaraw Site so as to permit the development contemplated by this Agreement substantially in the form attached as Exhibit “A”.

3. **COURT APPROVAL AND MOUNT LAUREL FAIRNESS HEARING**

- a. An essential and non-severable provision of this Agreement is the approval of this Agreement by the Court. The PARTIES will cooperate, and make a joint request, that the Court deem its order a final order subject to immediate appeal. In the event the Court does not deem its order a final order, the terms of this Agreement will be deemed effective upon entry of the Court’s order approving this Agreement.

- b. Within seven (7) days after execution of this Agreement, and subject to the availability of the Court, Honorable Thomas F. Brogan, P.J.S.C., Passaic County or such other judge of the Superior Court designated by the Assignment Judge to hear this matter, the PARTIES shall make application (to approve this Settlement and to determine solely the fairness of this Agreement) to the Court for the scheduling, as soon as possible and, in no event, later than forty five (45) days from the provision of notice of a Fairness Hearing on solely the fairness of this Agreement to take place for Court approval of this Agreement and the fairness thereof.
- c. Following the scheduling of a Fairness Hearing date on solely the Fairness of this Agreement, the BOROUGH shall promptly comply with and be responsible for all notice requirements as may be directed by the Court. DEVELOPER shall have the right to approve the form of notice. Said notice shall be published within seven (7) days of the Court scheduling the Hearing.
- d. Upon the Court approval of this Agreement, the PARTIES shall request the Court retain jurisdiction to address any issues or problems, whether real or perceived, in connection with review of development plans or development approval proceedings, if said issues or problems cannot be first resolved by the Court-appointed Special Master.
- e. The PARTIES hereto agree to cooperate and participate in the defense of any challenge to, or appeal of, the contemplated Court approval of this Agreement or any related implementing action.

- f. Each PARTY shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement, including any litigation costs except that DEVELOPER shall be responsible for 50% of the expenses generated by the Special Master for evaluating the within settlement (but not any other portion of the Declaratory Judgement action), making recommendations to the Court concerning this settlement, and handling any issues that arise in conjunction with implementation of the settlement and the Borough shall be responsible for the remaining amount. This provision shall not be construed to preclude joint representation of BOROUGH and PLANNING BOARD in any litigation or other proceeding.
- g. The DEVELOPER will pay FSHC, on behalf of the BOROUGH, an amount not to exceed \$10,000.00. The amount not to exceed \$10,000.00 represents a portion of the costs incurred by FSHC in this matter. The payment to FSHC will be made by the DEVELOPER within ten (10) days after the adoption of the ORDINANCE required by this AGREEMENT and the expiration of the appeal period, without an appeal being filed.
- h. An essential and non-severable condition of this Agreement is a nonappealable determination by the Court that the RDP attributable to the 204 Wagaraw site is 105 and that as long as the affordable units are administered in accordance with UHAC standards the units shall be eligible for credit against the BOROUGH'S affordable housing obligations and shall be eligible, to the extent the units are rental, for rental bonuses up to the rental bonus cap of 25 percent of the RDP.

- i. The PARTIES shall jointly support entry of an order approving this Agreement in partial settlement of the pending litigation. If the Court declines to approve this Agreement, the PARTIES shall attempt, with the assistance of the court-appointed special master to modify this Agreement. If they are unable to do so within 20 days, either the DEVELOPER or the BOROUGH may, by written notice to all other PARTIES terminate this Agreement.

4. **OBLIGATIONS OF BOROUGH AND PLANNING BOARD**

- a. By February 19, 2020, the PLANNING BOARD shall approve and execute this Agreement, and, by March 18, 2020, the PLANNING BOARD shall adopt a Master Plan Amendment consistent with the procedures prescribed by the Municipal Land Use Law which is consistent with the Ordinance to permit the Development of the 204 Wagaraw site (hereinafter also referred to as the “Subject Property”) as permitted by the Ordinance. The Master Plan Amendment shall be substantially consistent with, and written, to further the implementation of the Ordinance attached hereto as Exhibit “A” and with the Concept Plan attached hereto as Exhibit “B”. The PARTIES acknowledge and agree that the unit counts, commercial square footage and zoning controls set forth in the Ordinance (attached as Exhibit “A”) shall supersede those items set forth on the Concept Plan attached as Exhibit “B”. Nothing herein shall preclude the parties from further discussing, and/or modifying, the Ordinance and agreeing to a new approach provided that all parties agree on the new Ordinance.

- b. On or before February 19, 2020, the Mayor and Council shall introduce the Ordinance in the form attached hereto as Exhibit "A". The BOROUGH shall refer the Ordinance to the PLANNING BOARD for review. The PLANNING BOARD shall complete its review pursuant to the MLUL and report its recommendation to the Mayor and Council on or before March 3, 2020.
- c. The BOROUGH shall conduct a public hearing in accordance with the requirements of the Municipal Land Use Law and adopt the Ordinance on or before March 19, 2020. The BOROUGH shall schedule such meeting(s) as may be needed to consider and render a decision on the adoption of the Ordinance on or before March 19, 2020. Nothing in this paragraph shall prohibit the PARTIES from mutually agreeing, in writing, to modifications of the Ordinance before introduction and/or final enactment.
- d. The BOROUGH and PLANNING BOARD have reviewed the Ordinance and the Concept Plan and acknowledge that same are consistent with the purpose and intent of this Agreement and will review the Master Plan Amendment as soon as it is available. Nothing in this paragraph shall prohibit the PARTIES from mutually agreeing, in writing, to modifications of the Master Plan Amendment and Ordinance before introduction and/or final enactment of the Ordinance.
- e. All parties acknowledge that DEVELOPER, the BOROUGH and/or the PLANNING BOARD may propose modifications to the plan submitted for approval if necessitated solely by the engineering of the Development. The PARTIES agree to reasonably consider any such request for modification

necessitated solely by the engineering of the Development subject to the following limitations:

- i. 15% of the units in the aggregate must be affordable family units and constructed as part of an inclusionary development as set forth below and subject to the phasing provisions set forth in this Agreement.
 - ii. The 204 Wagaraw Site will contain a total of no more than 117 units (any reduction to be at the DEVELOPER'S sole discretion) consisting of 100 market rate units and 17 affordable family rental units. In addition to the above, the 204 Wagaraw Site will be permitted to have 1 additional unit to be occupied by an on-site building manager or superintendent.
 - iii. The Wagaraw Site will also contain 16,400 SF of retail/gym space and 123,200 SF of self-storage building.
 - iv. Site lay-out shall substantially follow the site sketch annexed as Exhibit "B". The location of buildings on the site, given surrounding land uses, is an integral part of this Agreement.
- f. The proposed development of the Subject Property pursuant to this Agreement shall require site plan approval in accordance with current BOROUGH land use and zoning regulations as amended by the Ordinance, procedural requirements of the Municipal Land Use Law, and the provisions of this Agreement, as well as other agency approvals including but not limited to Passaic County Planning Board approval, DEP approval and Hudson/Essex/Passaic Soil Conservation District approval.

- g. PLANNING BOARD agrees to expeditiously process any requests for reasonable waivers and/or variances in connection with DEVELOPER'S development application to advance the purpose of this Agreement, the Ordinance and the Concept Plan and any changes permitted herein. Such variances and waivers shall be considered by the PLANNING BOARD consistent with the MLUL.
- h. PLANNING BOARD shall expedite the processing of applications for development of the 204 Wagaraw Site, including, without limitation, taking the actions set forth on Exhibit "C" attached hereto. At the request of the DEVELOPER, the PLANNING BOARD shall schedule special meetings to facilitate expedited processing of such applications provided that DEVELOPER pays the costs, required by the Borough Code, incurred in conjunction with such meetings.
- i. Neither the BOROUGH nor the PLANNING BOARD may impose any procedural or substantive requirement that substantially adds to the burden or cost of development of the 204 Wagaraw Site, which is not necessary to directly protect public health or safety.
- j. Requests by the PLANNING BOARD for reports shall be governed by the standards and procedures set forth in N.J.A.C. 5:93-10.3. The PLANNING BOARD may require submission of a stormwater management plan or flood hazard area plan, but, if the DEVELOPER seeks permits that require approval of the stormwater management plan or flood hazard area plan by the New Jersey Department of Environmental Protection (NJDEP), the PLANNING BOARD shall

not make an independent assessment of the stormwater management plan, but shall simply condition any development approvals upon approval of the stormwater management plan or flood hazard plan area by the NJDEP and a review of the maintenance plan and manual.

- k. Except as expressly provided in the Ordinance adopted pursuant to this Agreement or by this Agreement, neither the BOROUGH nor the PLANNING BOARD shall require the DEVELOPER, his successors or assigns, to construct, or pay for, any off-site improvements other than those provided for by N.J.S.A. 40:55D-42.
- l. Nothing in this Agreement shall be deemed to relieve the DEVELOPER of any lawful obligation to pay generally applicable fees established by statute or ordinance, such as non-residential development fees, in connection with applications for development approvals, building permits, and certificates of occupancy for the Project Site nor shall it be deemed to relieve the DEVELOPER of any obligation to reimburse the BOROUGH or PLANNING BOARD for the reasonable fees of professionals for services rendered to the BOROUGH or the PLANNING BOARD provided for by N.J.S.A. 40:55D-53.2.
- m. **Extended Vesting.** Any preliminary or final site plan approval granted to the Project Site under the terms of this Agreement shall be granted extended vesting by the PLANNING BOARD until July 1, 2025.
- n. **Cost-Increasing Requirements.** Neither the BOROUGH nor the PLANNING BOARD may impose any procedural or substantive requirement that substantially adds to the burden or cost of development of the 204 Wagaraw Site which is not

strictly necessary to protect public health or safety. Compliance with the Ordinance or to develop the site substantially consistent with the Concept Plan shall not be deemed to impose a prohibited cost-increasing requirement.

- o. Amendment of Ordinances. Neither the ordinances adopted or amended pursuant to this Agreement nor the current ordinances governing development or use of the 204 Wagaraw Site may be materially added to, amended, modified, or repealed without the written consent of the DEVELOPER, while this Agreement remains in force, except that generally-applicable changes may be made to the BOROUGH'S Ordinances in a manner that will not affect DEVELOPER'S rights hereunder.

5. OBLIGATIONS OF DEVELOPER

- a. DEVELOPER shall file development applications substantially consistent with the Ordinance attached hereto as Exhibit "A".
- b. DEVELOPER shall be responsible for maintaining the required number of affordable units as required by this Agreement as affordable family units. DEVELOPER shall have an obligation to deed-restrict such units as very low, low and moderate income affordable units. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws. In addition, at least 13 percent of the housing units made available for occupancy by low-income and moderate income households will be reserved for occupancy by very low-income households as defined by and reflected in the Fair Housing Act. To illustrate the intent of this

provision, if 100 units are approved and constructed, the breakdown will be 8 moderate; 6 low and 3 very low.

- c. As to the affordable units, DEVELOPER shall comply with all COAH and UHAC standards. The location and distribution of the affordable housing units shall be at the DEVELOPER'S discretion but shall be in compliance with COAH's Round Two substantive regulations, N.J.A.C. 5:93; initially, the affordable units are all proposed to be located on the first floor which all parties consent to; or as approved by the Special Master and the Court.
- d. In addition, any affordable unit, initially constructed by the DEVELOPER as a rental unit, shall remain affordable rental units restricted in accordance with UHAC regulations for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period") so that the BOROUGH may count the units against its obligations to provide family rental affordable housing. This obligation includes, but is not limited to DEVELOPER'S obligation to comply with (1) bedroom distribution requirements; (2) income split requirements; (3) pricing requirements, (4) affirmative marketing requirements, (5) candidate qualification and screening requirements, (6) integrating the affordable units amongst the market rate units, (7) deed restriction requirements, and (8) phasing of the affordable units with the market-rate units.
- e. The construction of low and moderate income units shall not be governed by the schedules set forth in regulations of the Council on Affordable Housing or the schedule set forth in any other ordinance of the Borough of Hawthorne, but, rather,

all low and moderate income units within that building shall be completed prior to the completion of 50 percent of the market rate housing units in that building. For purposes of this section, a newly constructed unit is considered complete when the certificate of occupancy is issued. For purposes of calculating the 50% level for this section, the calculation shall be made, and the requirement to construct the affordable units shall be made separate, distinct and independently for each building to be located on the 204 Wagaraw Site.

- f. DEVELOPER shall be responsible for all fees contemplated by the BOROUGH'S ordinances and all fees imposed by statute including but not limited to those imposed pursuant to the Non-Residential Development Fee Act with respect to the non-residential component of the mixed use project.
- g. DEVELOPER shall be responsible for all costs associated with the rental of the affordable units, and for the continuing administration of the rental affordable units and the preservation of the creditworthiness of the units. In satisfaction of this obligation, DEVELOPER shall retain Piazza & Associates as the Administrative Agent, which the BOROUGH hereby pre-approves, to perform all the administrative tasks associated with the affordable units to be constructed including but not limited to all those set forth below. In the event Frank Piazza is not available or unwilling to serve, then DEVELOPER and the BOROUGH shall cooperate toward retaining a mutually agreeable Administrative Agent.
- h. The administrative tasks include the affordable housing Administrative Agent performing its responsibilities pursuant to Uniform Housing Affordability Control

("UHAC") regulations, COAH regulations, the regulations of any other relevant agency and all other applicable laws related to affordable housing in New Jersey ("Affordable Housing Laws") to ensure that the affordable units remain creditworthy. Notwithstanding anything herein to the contrary, DEVELOPER directly or through the Administrative Agent shall take all necessary steps to make the affordable units provided for under this Agreement and in the approved site plan creditworthy and to maintain the creditworthiness of the units pursuant to applicable law. Such steps shall include, but not be limited to (i) complying with the bedroom distribution for the affordable units, (ii) the split of low-income units and moderate-income units, (iii) the phasing of the market units with the affordable units in accordance with all applicable regulations; (iv) appropriately marketing the affordable units, (v) screening potential applicants for the units to ensure that they qualify as low or moderate households, (vi) pricing the units at affordable rates, (vii) ensuring that the affordable units are properly deed restricted, and (viii) enforcing any and all other UHAC requirements and requirements of the COAH or a successor agency as to the affordability of the units. For purposes of this subparagraph, the Parties assume current UHAC regulations and COAH round two regulations shall control. However, if COAH promulgates new applicable regulations prior to DEVELOPER securing preliminary site plan approval that impose different requirements to render the units creditworthy, then DEVELOPER shall comply with the new regulations. Upon written notice, DEVELOPER shall provide detailed information requested by the BOROUGH, or the BOROUGH'S

Administrative Agent, within 30 days concerning DEVELOPER's compliance with UHAC and other applicable laws.

- i. In the event the required number of affordable units DEVELOPER is required to provide is an odd number, at least 50 percent of the affordable units shall be units rented to low-income households.
- j. DEVELOPER shall post escrows to cover the costs of the PLANNING BOARD'S professionals in conjunction with their review of DEVELOPER'S development applications, which costs shall include, by way of example, the cost to review submissions of the applicant and other relevant documents and to testify about the reports reviewed. All such escrows shall be governed by the requirements of the MLUL.
- k. DEVELOPER acknowledges that as a condition of preliminary and/or final site plan and/or subdivision approval, PLANNING BOARD may require on-site and off-site improvements only as permitted by N.J.S.A. 40:55D-42. DEVELOPER shall comply with all such reasonable conditions and shall confine any challenge to any condition of approval to an attempt to rectify the condition.
- l. DEVELOPER shall perform, at its expense, any studies the PLANNING BOARD or other BOROUGH board, commission or other entity with jurisdiction may reasonably, and lawfully, require with respect to any infrastructure improvements necessitated by the Project.
- m. DEVELOPER accepts and will comply with the requirement that any development approval granted by PLANNING BOARD for the Property shall incorporate by

reference this Agreement, shall be consistent with all terms and provisions of this Agreement, and shall include an express condition requiring compliance by the PARTIES with all obligations under this Agreement.

- n. DEVELOPER shall take no direct or indirect action to interfere with implementation of BOROUGH'S Housing Element and Fair Share Plan or any subsequent amendment thereto, provided that any amendment does not deprive DEVELOPER of any express rights created hereunder or any other inclusionary project by the DEVELOPER in the BOROUGH.
- o. Subject to Section 3.g., DEVELOPER will cooperate with and support the BOROUGH'S subsequent request for entry of a judgment of compliance based upon such an amended Housing Element and Fair Share Plan and will support the settled upon fair share, vacant land analysis and will not otherwise challenge the validity of the BOROUGH'S HEFSP.
- p. DEVELOPER shall have the obligation to cooperate with BOROUGH to advance the intent and purposes of this Agreement unless all taxes are not current
- q. The DEVELOPER has no obligation to construct, cause to be constructed, or subsidize the construction of, low or moderate income housing, except for the 17 units specified in this Agreement.
- r. The BOROUGH has reviewed the Concept Plan, a copy of which is attached as Exhibit "B". While recognizing that this plan has not yet been fully engineered and is subject to the changes detailed within this Settlement Agreement and other revisions, the MUNICIPAL PARTIES stipulate that this plan represents an

acceptable concept plan for the development of the 204 Wagaraw Site, however, the location, configuration and size of the buildings shown on the Concept Plan are integral to this Agreement, under the terms of the Ordinance attached as Exhibit “A”. The Municipal Parties acknowledge and agree that the configuration, location, and size of the commercial components shown on the Concept Plan may change, without the necessity of obtaining the consent or approval of the MUNICIPAL PARTIES, provided that such changes comply with the provisions of the Ordinance and the requirements that the location, configuration and size of the building shown on the Concept Plan remain substantially as shown on the Concept Plan.

- s. The DEVELOPER will utilize in connection with the construction of the residential building on the Property appropriate building and window materials as deemed necessary by its architectural and/or acoustical experts to minimize the impact of any sounds from the exterior of the building, recognizing that the proposed residential building is in close proximity to an existing gun/pistol range, railroad track and the adjacent Kohler distribution facility. Compliance with the provisions of Section 5s shall be reviewed by the Borough Engineer.
- t. The concept plan attached hereto as Exhibit “B” includes the construction of a proposed sound wall which wall shall be constructed at a height of no less than 16 feet and maintained by the DEVELOPER as constructed for purposes of providing sound attenuation to the Property from the adjacent Kohler distribution facility which may operate 24 hours a day.

- u. The DEVELOPER will agree to record a deed notice and to provide a copy of that deed notice to all perspective tenants and/or owners on the Property advising the perspective tenant/owner of the existing conditions which surround the Property. The deed notice will be in the form as annexed hereto as Exhibit "D".
- v. DEVELOPER agrees that the primary point of Ingress and Egress is at a controlled intersection at Wagaraw Road and Lafayette Avenue, which are County of Passaic roads. DEVELOPER shall, at its own cost and expense, make improvements to the intersection and signalization as agreed to with the County.
- w. The 204 Wagaraw Site is located adjacent to a BOROUGH owned pistol range, a gun club (located on Borough owned property) and a BOROUGH owned leaf mulching and compost facility ("Adjacent Uses"). To address some of the negative impacts associated with the Adjacent Uses, DEVELOPER has agreed to a contribution of \$200,000 to the BOROUGH and the BOROUGH agrees to promptly utilize the funds and undertake the intended improvements. The BOROUGH agrees to utilize said funds for only the intended purpose but shall retain all control over design, location or nature of the same. DEVELOPER agrees that such improvements, while made off-site, will be of benefit to intended occupants of its site. The contribution required by this paragraph shall be paid by the DEVELOPER prior to the issuance of a building permit.
- x. The DEVELOPER recognizes that the Borough of Hawthorne, by Ordinance, requires payment of \$3,000 by way of water service connection fee and \$3,000 by way of sanitary sewer connection fee for each new housing unit constructed. The

BOROUGH recognizes that the imposition of such fee may be deemed unduly cost-generative and further recognizes that the site was previously developed and occupied, meaning water charges and taxes were paid in part contributing to the water and sanitary sewer systems in the BOROUGH. In consideration of the above and the terms of this Agreement, the DEVELOPER will pay, and the BOROUGH will accept in full satisfaction of any and all municipal imposed utility charge(s) including but not limited to water and sewer connection fee(s) the sum of \$300,000 for the development of the 204 Wagaraw Site as shown on the Concept Plan.

6. PROVISIONS APPLICABLE TO ALL PARTIES

- a. **Dispute Resolution.** At the request of the DEVELOPER or the Municipal Parties, the court-appointed special master shall decide on an expedited basis any dispute that arises as to whether any procedural or substantive requirement imposed by the BOROUGH or the PLANNING BOARD impedes, or adds to the cost of, development of the 204 Wagaraw Site or is necessary to protect public health or safety provided that the requirement does not arise from a limitation in the ordinance or to develop substantially consistent with the Concept Plan. Any decision by the court-appointed special master may be appealed to the Honorable Thomas F. Brogan, P.J.S.C. or such other Superior Court Judge assigned by the Passaic County Assignment Judge by any party.
- b. **Legal Challenges by Third Parties.** If any third party files a legal challenge to, or appeal from, this Agreement, or the ordinance and master plan amendments adopted pursuant to this Agreement, the parties agree to jointly defend against any

third party legal challenge to, or appeal from, this Agreement, or the Ordinance and Master Plan Amendments adopted pursuant to this Agreement and any action taken by the BOROUGH or PLANNING BOARD in implementation of this Agreement. All parties will be responsible for their own legal costs in any such defense.

- c. **Captions and Titles.** Captions and titles to this Agreement and the several sections are inserted for convenience of reference only and are in no way to be construed as defining, limiting or modifying the scope and intent of the various provisions of this Settlement Agreement.
- d. **Invalidity.** If any provision of this Agreement is held by the Court to be invalid, void or unenforceable, the parties shall, after the exhaustion of all appeals, attempt with the assistance of the court-appointed special master to modify this Agreement. If they are unable to do so within 20 days, either the BOROUGH or the DEVELOPER may by written notice to all other parties terminate this Agreement and reinstate the litigation. Alternatively, the parties may jointly request that the Court reform the Agreement.
- e. **Violation.** If any party fails to perform any obligation required to be performed by this Agreement, such failure shall constitute a violation of this Agreement. Upon violation of the Agreement, any party for whose benefit such obligation is intended may enforce the Agreement by motion in aid of litigants' rights or any other remedy available at law or equity.

- f. **Waiver.** Any waiver of any provision of this Agreement will be effective only if made in writing. Failure to enforce any of the provisions of this Agreement by any of the parties shall not constitute a waiver of these provisions.
- g. **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representations or promises with reference to this Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the parties hereto.
- h. **Covenants Run with Land.** It is the intention of the parties that this Agreement constitutes a set of covenants that run with the land. This Agreement shall inure to the benefits of and be binding upon the parties and their successors in interest and assigns. Wherever reference in this Agreement is made to the DEVELOPER, that reference shall also mean the successors in interest and assigns of the DEVELOPER.
- i. **Assignment.** The benefits and obligations of this Agreement may be assigned by the DEVELOPER in whole or in part.
- j. **Notice.** The parties agree to provide each other with immediate notice of any lawsuits, action or governmental declaration threatened or pending of which they are actually aware which may affect the provisions of this Agreement or implementation thereof.

- k. **Construction of Agreement.** The parties acknowledge that this Agreement was prepared jointly and, therefore, this Agreement shall be construed on a parity between the parties.
- l. **Governing Law.** This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey.
- m. **Written Notices.** All written notices required under this Settlement Agreement shall be given by Certified Mail, Return Receipt Requested as follows:

204 Wagaraw Road, LLC
Gerald Bedrin
65 Harristown Road, Suite 301
Glen Rock, New Jersey 07452

and

Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
50 Chestnut Ridge Road, Suite 208
Montvale, New Jersey 07645

Borough of Hawthorne

Lori Fernandez, RMC, CMC
Borough Clerk
445 Lafayette Avenue
Hawthorne, NJ 07506-2251

Michael J. Pasquale, Esq.
Law Offices of Michael J. Pasquale
146 Rea Avenue
Hawthorne, NJ 07506-2149

Planning Board of the Borough of Hawthorne

Janice Patmos
Planning Board Secretary
Municipal Building
445 Lafayette Avenue
Hawthorne, NJ 07506

and

Darryl Siss, Esq.
Teschon, Riccobene & Siss, P.A.
327 Godwin Avenue
Midland Park, NJ 07432

- n. **Authority.** Each of the parties represents that it has authority to execute this Settlement Agreement. Each party shall provide legally sufficient documentation of its authority to execute this Agreement upon request by any other party, the court-appointed master, or the Court.
- o. **Change of Law.** The validity and terms of this Agreement shall not be affected by any change in law subsequent to its effective date. In particular, the parties are aware that lawsuits are pending in the trial courts and the appellate courts following the decision of the Supreme Court in In re Adoption of N.J.S.A. 5:96, 221 N.J. 1 (2015), and that decisions might be rendered in these lawsuits. The parties are also aware that the Council on Affordable Housing might resume its former functions. Finally, the parties are aware that statutes might be adopted by the Legislature

concerning the provision of low and moderate income housing. The validity and terms of this Agreement shall not be affected by any of these events.

- p. **Attorney and Expert Fees.** Each party shall bear its own attorney fees and costs of litigation.
- q. **Effective Date.** This Agreement shall become effective upon execution.
- r. **Period of Agreement.** Unless terminated sooner either by written agreement of the parties, this Settlement Agreement shall remain in force until the occurrence of the last of the following events:
 - s. Eight years from the date of the entry of a judgment of compliance;
 - t. Expiration of the extended vesting period for any development approvals granted for either Project Site;
 - u. Expiration of the period of repose established by the judgment of compliance, including any extensions of the period of repose granted by the Court or any state agency authorized to grant such extensions.
- v. **Effect of Termination or Expiration of Agreement.** Termination or expiration of this Agreement shall not affect the validity or vesting of any approvals or permits received by the DEVELOPER and shall not automatically repeal or amend any ordinances or master plan amendments adopted pursuant to this Agreement. Upon termination of this Agreement, the litigation shall be reinstated and all parties shall be in the same position as they were on the date the Agreement was executed.
- w. This Agreement may be executed in counterparts.



Mayor of the Borough of Hawthorne
For the Borough of Hawthorne



Chairperson of the Planning Board of the Borough of Hawthorne
For the Planning Board of the Borough of Hawthorne

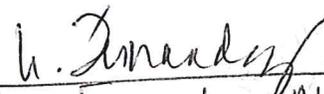


~~Gerald Bedrin~~
For 204 Wagaraw Road, LLC



Paul Bedrin
For 204 Wagaraw Road, LLC

Dated: March 3, 2020

ATTEST: 
Lori Fernandez, Municipal Clerk

Dated:

Dated: 2/10/2020

Dated: 2/10/2020

EXHIBIT "A"

Proposed Ordinance No. 2017-1428

DRAFT ORDINANCE
BOROUGH OF HAWTHORNE
ORDINANCE No. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 540, ZONING ORDINANCE OF THE BOROUGH OF HAWTHORNE, PASSAIC COUNTY, NEW JERSEY

BE IT ORDAINED by the Governing Body of the Borough of Hawthorne, New Jersey that it does hereby amend and supplement the Zoning Ordinance of the Borough of Hawthorne as follows:

SECTION 1. Article I §540-4 **Establishment of zones** is hereby amended and supplemented to add the following new zoning district:

MUA Mixed Use Affordable Housing

SECTION 2. The official Zoning Map of the Borough of Hawthorne is hereby amended to zone tax lots 8, 9.01 and 10.01 within Block 12 as MUA, Mixed Use Affordable Housing subject to the regulations of Article XXVI created herein.

SECTION 3. New Article XXVI, Mixed Use Affordable Housing, MUA Zone is hereby added as follows:

§ 540-192 Purpose.

Purpose. The purpose of this district is to encourage the production of low and moderate-income housing with mixed commercial development in conformance with the latest procedural and substantive rules for affordable housing as determined by the Courts or other applicable authority, by permitting inclusionary multi-family development subject to the MUA regulations enumerated herein. This ordinance is created in fulfillment of a Settlement Agreement by and between the Borough of Hawthorne, New Jersey, and 204 Wagaraw Road, LLC in connection with the Borough of Hawthorne's declaratory judgment action captioned "In the Matter of the Application of the Borough of Hawthorne" bearing docket number PAS-L-2412-15 pursuant to *In re the Adoption of N.J.A.C. 5:96 and 5:97 by the Council on Affordable Housing, 221 N.J. 1 (2015)*.

The following standards shall apply to development within the MUA District. All other provisions of the Hawthorne Code shall apply to development in the MUA District only where specifically indicated as applicable in §540-192 of the Hawthorne Code. When the

standards herein conflict with other provisions of the Hawthorne Code, the standards herein shall apply.

The provisions of §540-3 are applicable to the MUA District.

§ 540-193 Principal permitted uses.

- A. Multiple uses and buildings on one lot is permitted.
- B. Only those uses listed below shall be permitted.
 - (1) Multifamily residential development
 - (2) Retail, including such uses as antique shops, appliance store, apparel store, bakery shops, barber shops, beauty salon, book and stationery store, butcher, candy and confectionary store, computer and electronics store, delicatessen, drug store (pharmacy), dry cleaning and tailoring, florist shop, food and grocery, furniture store, hardware store, hobby and craft store, liquor store, painting and wallpaper store, as well as other uses similar to those listed above.
 - (3) Health Club and Gym facilities
 - (4) Personal Service establishments such as travel agencies, financial and tax advisors, and insurance agencies.
 - (5) Day spas as defined by code.
 - (6) Restaurants, excluding restaurants with drive through facilities
 - (7) Self Storage facilities subject to the requirements of §540-198. Any deviations from the provisions of §540-198 shall be treated as a bulk variance and not a conditional use or conditional use variance.

§ 540-194 Permitted accessory uses.

- A. Any use which is ordinarily subordinate and customarily incidental to the principal permitted uses allowed in the MUA zone.
- B. Surface parking limited to the rear of the buildings.
- C. Parking within enclosed garages.
- D. On-site rental and management office.

- E. Signs as permitted by ordinance.
- F. Fences and walls as permitted by ordinance.
- G. No more than 5% of the residential units may be live/work units subject to the following restrictions:
 - (i) The non-residential (work) use of the unit shall be clearly subordinate to the principal residential use and limited to ground floor units only.
 - (ii) Only the resident, lessee or owner that resides in the unit may work or provide services;
 - (iii) Not more than 1 employee (who need not be a resident, lessee or owner), in addition to the resident, lessee or owner may work or provide services;
 - (iv) The portion of the unit utilized for the performance of work or services shall not exceed 30% of the floor area of the unit.
 - (v) Permitted non-residential uses is hereby limited to the following:
 - (a) School instruction providing instruction to not more than two (2) individuals at a time.
 - (b) Home offices for accountants, architects, attorneys, brokers, dentists, engineers, insurance agents, medical doctors, professional planners, realtors, and members of similar professions.
 - (c) Home offices for sales and manufacturer's representatives when no retail or wholesale sales are made or transacted on the premises.
 - (d) Home studios of an artist, photographer, craftsman, writer, composer, or similar person except that home based hair and nail salons are not to be considered studios as expressed herein and further, are expressly prohibited within a live/work unit.
 - (vi) Outside appearance. A dwelling which contains a live/work unit shall retain the appearance of a residence. There shall be no change in the outside appearance of the building or property, or other visible evidence of the conduct of such home occupation. The public display of goods visible from the street or abutting properties and any visible advertising on the premises, including signs, shall be prohibited.
 - (vii) Sales to the public prohibited. There shall be no sale to the general public of goods displayed on the premises.
 - (viii) Maximum traffic generation. No traffic shall be generated by any home occupation which is greater in volume than would normally be expected for solely residential use.

- (ix) The following shall be deemed to be *prima facie* evidence of a greater volume of traffic than would normally be expected for a solely residential use:
 - (1) More than seven (7) stops per week by delivery service, such as, but not limited to, United Parcel Service, Federal Express, Express Mail, etc., for either pick-up or delivery of goods; and/or
 - (2) More than twenty (20) vehicle trips per day of any kind.
 - (3) For purposes of administering this provision, a "trip" shall be a vehicle departure or vehicle arrival; therefore, an arrival and departure by the same vehicle shall be considered two (2) trips.
- (x) Parking. Not more than two (2) motor vehicles of any non-resident employee, patron, client, or any other non-resident person associated with a live/work unit may be parked at the same time on-site.
- (xi) Commercial vehicle parking and outdoor storage of any kind shall be prohibited.
- (xii) Equipment and process limitation. No equipment or process shall be used in live/work unit which causes electrical, visual or audible interference in any radio or television receiver located off the premises or causes fluctuations in line voltage off the premises.
- (xiii) Nuisance. There shall be no noise, dust, smoke, fumes, odor, glare, flashes, vibrations, heat, electronic radiation, objectionable effluent, unusual risk of fire, explosion or activity otherwise prohibited by law or ordinance in connection with a live/work unit.

§ 540-195 Development Requirements.

- A. Development within the zone shall substantially conform to the concept plan prepared by Langan Engineering entitled "Hawthorne at the Station Concept Site Plan" dated January 14, 2020 as incorporated into the settlement agreement between the Borough of Hawthorne and 204 Wagaraw Road, LLC and the Fair Share Housing Center in connection with the Borough of Hawthorne's declaratory judgment action captioned "In the Matter of the Application of the Borough of Hawthorne" bearing docket number PAS-L-2412-15 pursuant to *In re the Adoption of N.J.A.C. 5:96 and 5:97 by the Council on Affordable Housing, 221 N.J. 1 (2015)*.
- B. Development of the zone shall satisfy the following minimum requirements:

- (1) One unit for a superintendent and, in addition, the total number of residential units shall not exceed 117 units.
- (2) The total square footage of commercial retail development shall not be less than 14,000 square feet.
- (3) A commercial self storage facility with a minimum building footprint of no less than 30,000 square feet shall be constructed as an integral feature of the zone's development and shall be constructed along the northwesterly side property line separating the MUA zone from the adjoining Industrial zone.
- (4) Timing of Development. It is recognized that all the components of development for this zone relate to and are dependent upon each other and are required to be integrated by design. It is therefore, intended that the commercial components of this mixed use development, as permitted by this zone, shall be constructed prior to, or simultaneously with the residential components. No certificate of occupancy for any residential units as part of the multi-family development shall be issued until such time as the construction of the non-residential buildings have been substantially completed.

§ 540-196 Area and Bulk Requirements.

A. Lot area, external yard and bulk requirements.

- (1) Minimum lot area (acres): 8.5 acres
- (2) Minimum distance between buildings (feet): 25
- (3) Minimum setbacks from external lot lines (feet):
 - a. Front yard: 25
 - b. Side yard: 30
 - c. Rear yard: 50
- (4) Maximum number stories and building height:
 - a. Residential 4 stories/45 feet
 - b. Commercial 1 story/25 feet

- c. Self Storage Facility 4 stories/50 feet but in no event shall a self-storage building be constructed at a height lower than any multifamily development constructed within the zone.
- (5) Maximum building lot coverage: 25 percent
- (6) Maximum impervious lot coverage: 60 percent
- (7) Maximum building length (feet): 280 feet

B. Height exceptions.

- (1) Mechanical Equipment and Mechanical equipment screening and architectural features are exempt from the maximum height requirement provided that they may not exceed 10 feet beyond the maximum height in the zone and comprise not more than 25% of overall square foot area of the roof.
- (2) Stair and Elevator Bulkheads are exempt from the maximum height requirements provided they may not exceed 15 feet beyond the maximum height in the zone and comprise not more than 5% of the overall square foot area of the roof.

§ 540-197 Parking requirements.

- A. Parking requirements for the MUA Zone shall be based upon the unique characteristics of the MUA Zone which includes the close proximity of the zone to the Hawthorne Rail Station and the shared parking arrangement that typically results from mixed use development as permitted within the zone.
- B. Residential parking standard shall be 1.40 spaces per unit.
- C. Retail, office and commercial service parking standard shall be 1 space per 250 square feet of floor area.
- D. Total parking may be reduced by a finding by the Board that the combined total number of parking spaces satisfies on-site parking demand based upon the mix of land uses proposed for development, proximity of the MUA Zone to the Hawthorne

Rail Station and the shared nature of parking as such except that the total number of parking spaces in no case shall be less than 240 parking stalls.

§ 540-198 Self Storage Requirements.

- A. Self storage facilities shall meet the following requirements:
- (1) Self-service storage facilities are permitted only within multistory structures.
 - (2) The only activities permitted in individual storage units shall be the rental of the unit and the pickup and deposit of goods, the parking of vehicles and/or property in dead storage. Storage units shall not be used for activities such as:
 - a. Residences, offices, workshops, studios, or hobby display areas or rehearsal areas.
 - b. Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other individual activity.
 - c. Conducting retail sales of any kind, including garage or estate sales or auctions, or to conduct any other commercial activity; provided that the operator of the self-service storage may conduct a sale or otherwise liquidate the contents of any storage unit to satisfy and settle an account of unpaid rent or other charges, through public or private sale, in a manner provided by law.
 - d. Storage of flammable, perishable or hazardous materials or the keeping of animals.
 - (3) The rental of trucks, trailers or moving equipment (however, not more than 3 trucks or trailers made available to customers of the self-storage facility without additional charge may be provided as a complimentary accessory service or use by the operator of the self-storage facility) and the installation of trailer hitches are prohibited.
 - (4) Sale of boxes or packing materials is permitted but only if accessory to the self-service storage facility.

- (5) Self-service storage facilities shall not operate or allow tenant access between the hours of 12:00 midnight and 6:00 a.m.
- (6) All goods and property stored in a self-service storage facility shall be stored in an enclosed building. No outdoor storage of any kind, including but not limited to storage of boats, RVs, vehicles, trailers or similar vehicles, etc., or storage in outdoor storage pods or shipping containers is permitted.
- (7) All storage units above ground level and storage units visible from an off-site residential areas shall gain access from the interior of the building(s) or site; no unit doors, loading bays, or docks may face or be seen from any off-site residential areas.

B. Required Parking

Parking shall be provided for 1 space per 5,000 square feet of floor area.

§ 540-199 Site Design Requirements.

A. Architectural Design Standards for Residential Buildings

(1) Façade Design.

- a. Horizontal articulation between floors. Each facade should be designed to have a delineated floor line between Lower level and upper floors. This delineation can be in the form of a masonry belt course, a concrete lintel or a cornice line delineated by wood detailing. The elevation of the articulation may fall anywhere between the level of the second floor and the third floor to provide additional variation to the façade.
- b. Vertical articulation. Each building facade facing a public right-of-way must have elements of vertical articulation comprised of columns, piers, recessed windows or entry designs, overhangs, ornamental projection of the molding, different exterior materials or wall colors, or recessed portions of the main surface of the wall itself. The vertical articulations shall be designed in accordance with the following:
 - i. Each vertical articulation shall be no greater than thirty (30) feet apart.
 - ii. Each vertical articulation shall be a minimum of one (1) foot deep.

- iii. Each vertical projection noted above may extend into the required front yard a maximum of eighteen (18) inches in depth.
 - iv. Building walls with expansive blank walls are prohibited on any building façade regardless of its orientation.
- (2) Materials. Exterior building materials shall be classified as either primary, secondary or accent materials. The facade shall be designed in accordance with the following:
- a. The primary material shall cover at least sixty percent (60%) of the facade of the building.
 - b. Secondary materials shall cover not more than forty percent (40%) of the facade.
 - c. Façade materials may be applied using multiple methods, i.e., wood style siding may be installed as clapboard, panel siding or board and batten all within the primary material area. The overall appearance shall be harmonious within the primary area and contrasting to the secondary material area.
- (3) Rooflines. . Roofline offsets, dormers, parapets or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- (4) All ground level retail and service uses that face a public street shall have glass on at least 40% of their facades between four and eight feet above grade.
- (5) Fenestration shall be architecturally compatible with the style, materials, colors and details of the building. Windows shall be vertically proportioned.
- (6) New buildings are encouraged to incorporate such building elements as entrances, corners, graphic panels, display windows, etc., as a means to provide a visually attractive environment.

- (7) Cornices, awnings, canopies, flagpoles, signage, and other ornamental features should be encouraged as a means to enhance the visual environment. Such features may be permitted to project over pedestrian sidewalks, with a minimum vertical clearance of 8.5 feet, to within two feet of a curb.
- (8) A "human scale" of development should be achieved at grade and along street frontages through the use of such elements as windows, doors, columns, awnings and canopies.
- (9) Multi-tenant buildings shall provide varied storefronts and such elements as noted above for all ground-floor tenants. Upper floors shall be coordinated with ground floors through common materials and colors.
- (10) Design emphasis should be placed on primary building entrances. They should be vertical in character, particularly when there is the need to provide contrast with a long linear building footprint, and such details as piers, columns, and framing should be utilized to reinforce verticality.
- (11) Sound attenuation features shall be incorporated into the residential building design and all walls and windows shall be constructed to attain a minimum average UL, STC rating of 32.
- (12) Refuse and recycling shall be located interior to a building or alternatively, be placed to the rear of the buildings fronting on Wagaraw Road. If located outside, the refuse area shall be appropriately screened by fencing not to exceed 6 feet.
- (13) Rooftop utilities including HVAC units shall be shielded from public view with appropriate screening that complements the character of the building's architecture.

B. Landscaping.

- (1) Landscaping shall be provided to promote a desirable visual environment, to accentuate building design, define entranceways, screen parking areas, mitigate adverse visual impacts and provide windbreaks for winter winds and summer cooling for buildings, and enhance buffer areas. The impact of any proposed

landscaping plan at various time intervals shall be considered. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity; root pattern, maintenance requirements, etc., shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.

- (2) The Borough Shade Tree Commission shall approve all trees in the right-of-way to ensure proper maintenance can be achieved. Spacing between trees shall be a maximum of 35 feet unless another vertical element, such as a decorative light fixture or blade sign, is used between the trees, in which case a maximum of 60 feet shall be permitted.
- (3) Trees along Wagaraw Road shall be in a formal arrangement, while informal planting may be provided along access roads. Street trees along Wagaraw Road shall meet the standards set forth in Subsection A(1) and (2) above.
- (4) Street trees and other plant material shall be provided at the ends of parking bays. Landscaped island should be at least four feet in width.
- (5) Parking rows longer than 35 parking spaces shall have a six-foot-wide landscape island to break the pavement after the 20th space. The landscaped area shall be six feet wide by 18 feet long to allow for sufficient landscaping.
- (6) There shall be a minimum ten-foot-wide planted strip along the site frontage on Wagaraw Road, exclusive of the area necessary for vehicular access and egress to and from the property.
- (7) Landscaped islands should be, on average, at least five feet in width to accommodate plantings.
- (8) Landscaping within sight triangles shall not exceed a mature height of 30 inches.
- (9) Shade trees shall be pruned up to an 8-foot branching height above grade.

- (10) All areas that are not improved with buildings, structures and other manmade improvements shall be landscaped with trees, shrubs, ground cover, street furniture, sculpture or other design amenities.
- (11) Shade trees shall be a 2.5 to 3-inch caliper with a canopy height of at least the minimum American Nursery and Landscape Association Standards for this caliper.
- (12) Ornamental Trees shall be installed at a minimum size of 6 feet in height.
- (13) Shrubs shall be planted at a minimum size of 18 to 24 inches.
- (14) All plant material shall meet the minimum latest American Nursery and Landscape Association Standards.
- (15) Landscape Plantings. A minimum of 30 percent of the plantings proposed shall be indigenous to the region.
- (16) Landscape Plan Content. A landscape plan shall be submitted with each major site plan or major subdivision application. In addition to the major site plan or subdivision submission requirements, the landscape plan shall include and identify the following information:
 - a. Existing and proposed underground and above ground utilities such as site lighting, transformers, hydrants, manholes, valve boxes, etc. existing wooded areas, rock outcroppings and existing and proposed water bodies.
 - b. Location of individual existing trees noted for preservation within the area of development. Trees 4 inches in diameter (measured 4 1/2 feet above the existing ground level) shall be located and identified by name and diameter unless the wooded area is shown with a specific limit line. In this case, specimen trees shall be located within thirty feet of the line. Indicate all existing vegetation to be saved or removed.
 - c. Existing and proposed topography and location of all landscaped berms.
 - d. Location, species and sizes of all proposed shade trees, ornamental trees, evergreen trees and shrubs and areas for lawns or any other ground cover. Different graphic symbols shall be used to show the location and spacing

of shade trees, ornamental trees, evergreen trees, shrubs and ground cover. The size of the symbol must be representative of the size of the plant shown to scale.

- e. A plant schedule indicating botanical name, common name, size at time of planting (caliper, height and spread), quantity, root condition and any special remarks (spacing, substitutions, etc.) for all plant material proposed. Plants within the plant schedule shall be keyed to the landscape plan utilizing the first letter of the botanical plant name.
- f. Planting and construction details and specifications.

C. Lighting.

- (1) All lighting fixtures and foot-candle standards for parking areas and recreation facilities should be consistent with the standards outlined by the Illuminating Engineering Society of North America (IESNA) and regulations of the Borough of Hawthorne.
- (2) The intensity, shielding, direction and reflecting of lighting shall be subject to site plan approval by the approving authority.
- (3) All parking areas, walkways, building entrances, and driveways required for uses in this zone shall be adequately illuminated during the hours of operation that occur after sunset. Any off-site adjacent residential zone or use shall be shielded from the glare of illumination from site lighting.
- (4) The use of creative lighting schemes to highlight building facades and related areas of a site shall be encouraged. The use of traditional style lanterns and similar fixtures shall also be encouraged. Exterior neon lights and lighting generating glare and unnecessary night-glow impacts shall be prohibited.
- (5) Whenever possible, light poles should be integrated into landscaped islands.
- (6) Streetscape lighting.

- a. All lighting shall conform with the Illuminating Engineering Society Handbook, most recent edition, and the American National Practice for Roadway Lighting (RP-8), approved by the American Standards Institute, most recent edition.
- b. Light fixtures shall be a traditional style, similar to Hagerstown Fixture (Model #S5823) with Classic I Pole (Model #SP5844), black finish, with electric outlet box, manufactured by Hadco Architectural Outdoor Lighting or approved equal.
- c. The luminaire light distribution shall be designated as a 'cutoff' type.
- d. Mounting height shall be 14 feet above grade unless otherwise directed by the approving authority.
- e. The source of light shall be LED or other energy efficient lighting, as approved by the approving authority.
- f. All luminaries shall be shielded to eliminate glare, especially on any other property and public streets. Lamps shall be recessed in the luminaire.
- g. The maximum illumination at any point on adjacent properties (excluding public streets and rights of way) shall not exceed 0.2 footcandle.
- h. Spacing between lights shall not exceed 75 feet.
- i. All wires and cable will be installed underground by the applicant.
- j. A separate detailed lighting plan with luminaire manufacturer details and illumination diagrams and specifications shall be submitted to the approving authority for review and approval.
- k. The approving authority may modify the above requirements where there is sufficient evidence that the requirements herein are not applicable, unnecessary, or reasonable for their particular project.

D. Streetscape Design.

- (1) The use of street furniture (benches, tables, trash receptacles, etc.) shall be encouraged throughout the development, provided the materials used are consistent with the overall concept of the building design.
- (2) Sidewalks should have a width of at least five feet along main pedestrian streets where active pedestrian corridors are located and active pedestrian movements are encouraged, and located along building frontages so as to tie the various buildings together. Wider sidewalks may be designed for special places such as plazas or courts.
- (3) Sidewalks shall be stamped concrete with a running bond brick stamp. A stamped sample must be provided with the filed application.
- (4) Color shall be "quarry red" as provided by the CHROMIX admixture for color conditioned concrete supplied by Eastern Concrete Materials, Inc., or approved equal. A color sample must be provided to confirm color.
- (5) The approving authority may modify the above requirements where there is sufficient evidence that the requirements herein are not applicable, unnecessary, or unreasonable for their particular project.
- (6) Streetscape design: benches.
 - a. Benches to be provided are to be manufactured by Keystone Ridge Design, Model No. L26STL (six-foot bench, lamplighter series), black in color, or approved equal.
 - b. There shall be a minimum of 5 benches with spacing and location to be approved by the approving authority.
 - c. The approving authority may modify the above requirements where there is sufficient evidence that the requirements herein are not applicable, unnecessary, or unreasonable for their particular project.

E. Signage.

- (1) Signage shall be permitted pursuant to Article XVIII of this ordinance.

(2) Monument signs identifying the address and development shall be permitted provided that one such sign shall be permitted at each vehicle access location to the property subject to the following requirements:

- a. The total sign area of each sign shall not exceed a maximum of 32 square feet.
- b. The height of the sign shall not exceed 6 feet.
- c. The sign may be illuminated externally or internally but shall not be an animated, scrolling or flashing sign which is otherwise prohibited by ordinance.
- d. The base of such monument sign shall be appropriately landscaped with plantings.

F. Water and Sewer Requirements.

All projects shall provide and connect to public water supply and public sanitary collections systems.

G. Sound Barrier.

(1) A sound barrier shall be constructed along the westerly property line from a point starting 88 feet back from Wagaraw Road and continuing for a minimum of 50 feet at a height no less than 16 feet, but not to exceed 20 feet based upon an acoustical report and application by the Planning Board, between the MUA and Industrial Zones.

(2) The sound barrier shall be designed to attenuate noise between the adjacent Industrial and MUA Zones.

(3) The wall shall be reviewed by the Planning Board based upon an acoustical evaluation by a qualified sound engineer professional. The height restrictions of the zone shall not apply to the sound wall as approved by the Planning Board provided that the Planning Board is satisfied that the design and height of the

sound barrier are the minimum required to attenuate noise impacts that may adversely effect the MUA Zone.

H. Green infrastructure.

- (1) All development shall be in accordance with the regulations set forth in the Borough's Stormwater Management Ordinance (Chapter 437). Site design is encouraged to incorporate green design elements to achieve the following goals: reduce stormwater volume, minimize impervious coverage, decrease and delay peak discharge, reduce pollution and recharge groundwater.
- (2) Various design elements may be incorporated into site design with the following specifically low impact development techniques encouraged: rain gardens, bioinfiltration planters, infiltration basins, vegetated swales and pervious paving.

§ 540-200 Application Requirements.

A. Application Requirements.

- (1) An applicant for development in the MUA Zone shall submit a site plan indicating the manner in which the site is to be developed. Said plan shall include all the data required by ordinance for site plan review unless otherwise waived by the Board.
- (2) The application shall contain, in addition to the site plan application checklist provisions, a report detailing the following:
 - a. The total number of dwelling units by bedroom count. The total number of units shall be indicated and intensity of use of the entire tract shall be noted.
 - b. The total square footage of all nonresidential development shall be indicated by use.

B. Application Process.

Notwithstanding the provisions of § 540-200 A. above, it is the intent of this ordinance for the Planning Board to expedite its review of any application submitted for this zone within the time frames established under N.J.S.A. 40:55D-1 et. seq. It is further the intent of this ordinance to not require off-site or off-tract improvements for development, unless the need for such improvements arise from the development within the zone as for example, sewer and water improvements due to increased utility demand and roadway improvements that will be required at the intersection of Wagaraw Road and Lafayette Avenue nor shall the approving authority require items deemed as "cost-generating" as defined by N.J.A.C 5:93-10.1 et. seq. except as otherwise required under the settlement agreement between the Borough of Hawthorne and 204 Wagaraw LLC.

- C. Development within the MUA Zone shall be coordinated such that all phases of development shall proceed together or within a reasonable time frame as determined by a phasing schedule as approved by the Planning Board or by developer's agreement with the Borough.

§ 540-201 Low and Moderate-Income (Mount Laurel) Housing Requirements.

The following requirements as to the density and distribution of low-and moderate-income dwelling units shall apply.

- A. Low- and moderate-income (Mount Laurel) housing requirements:
 - (1) Market-rate and minimum low- and moderate-income housing set aside: The total number of housing units (not including a superintendent's unit) shall not exceed 117 units and the total number of affordable housing units shall not be less than 17.
 - (2) All low- and moderate-income housing units shall be in conformance with the latest applicable rules for affordable housing as determined by the Council on Affordable Housing, the Courts or other applicable authority, as determined appropriate, including such issues as phasing of building low- and moderate-income units in concert with market rate units.
 - (3) Bedroom distribution of low- and moderate-income housing units. Subject to the most current applicable COAH or other rules, the bedroom

distribution of low- and moderate-income units for affordable units constructed in the MUA Zone shall be as follows:

- a. No more than 20 percent of the low- and moderate-income units shall be one bedroom units.
- b. At least 20 percent of the low- and moderate-income units shall be three bedroom units.
- c. At least 30 percent of the low- and moderate-income units shall be two bedroom units.

- (4) Low- and moderate- income unit split. The distribution of inclusionary affordable units to be provided as part of this development shall be permitted to be located in whole or in part on the first floor of the residential building or, alternatively, in accordance with those requirements as set forth by COAH rules or otherwise deemed appropriate by the Court.

- B. Procedures regarding affirmative marketing of low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by COAH rules or other rules determined appropriate by the Court.

§ 540-201 Ordinance Requirements.

Any relief required from the requirements of §540-192 to §540-202 shall be treated as a "c" variance pursuant to N.J.S.A. 40:55D-70(c).

EXHIBIT “B”

Concept Plan

EXHIBIT "C"

Expedited Processing Actions

EXHIBIT C: TIMELINES/FAST TRACK

The parties agree to use all best efforts to adhere to the following timelines for the review of the Developer's Development applications for the 204 Wagaraw Site:

a. The Planning Board's authorized designee shall examine the Developer's Development applications with diligence and shall report to Developer that the application is either complete or incomplete as soon as possible but no later than within forty-five (45) days after submission of the application to the Planning Board and shall provide Developer with a detailed list of deficiencies, if any, from the checklist governing the application. The Planning Board's authorized designee shall provide this notification in writing, in a single completion letter, and may not amend the list of deficiencies once submitted to Developer. Developer shall provide all materials found by the Planning Board's authorized designee as deficiencies from the checklist that are listed in the completeness letter no less than ten (10) days prior to the next regularly scheduled Planning Board hearing.

b. The Planning Board shall thereafter accept any additional information required by the completeness review letter, and shall consider whether the application is complete in accordance with newly submitted information at its next regular meeting following receipt of such necessary additional information, provided Developer complies with Paragraph a above.

c. This Paragraph is not intended to modify or alter the provisions of N.J.S.A. 40:55D -10.3, but is tailored to encourage the Planning Board to deliberate and decide on completeness in an expeditious fashion, with the parties' intent that the Planning Board not protract the process beyond the statutory maximum permitted time periods. Developer may request a submission waiver from the Planning Board checklist requirements in accordance with Planning Board procedures.

d. Once deemed complete, Developer's application shall be reviewed in accordance with applicable law, so that the Planning Board shall make a decision concerning the proposed project within ninety-five (95) days following submission of a complete application, if no variance is requested, or one hundred twenty (120) days following submission of a complete application, if any bulk variance pursuant to N.J.S.A. 40:55D-70(c) is requested, except as said time frame may be extended by Developer. No further Mt. Laurel contributions to the Borough or modifications of the design of the Developer except as provided by this Agreement or by mutual agreement among the parties, shall be required of Developer. All plans for the residential component of the projects shall be in accordance with the Residential Site Improvement Standards ("RSIS"), as then promulgated by the State of New Jersey except where waiver(s) or a lesser standard is specifically permitted by the parties' Settlement Agreement.

e. Developer shall post professional review escrow fees in accordance with Municipal Land Use Law (N.J.S.A. 40:55D-1 (et. seq.)) and Borough ordinances for the Borough's costs for professional consultants, including engineers, planners and attorneys for all public hearings on this application.

f. A Resolution of Memorialization shall be adopted no later than forty-five (45) days following Planning Board action regarding the project and any required Developer's Agreement or other Borough approvals shall be prepared and executed by the parties not later than sixty (60) days following the approval of a Resolution of Memorialization.

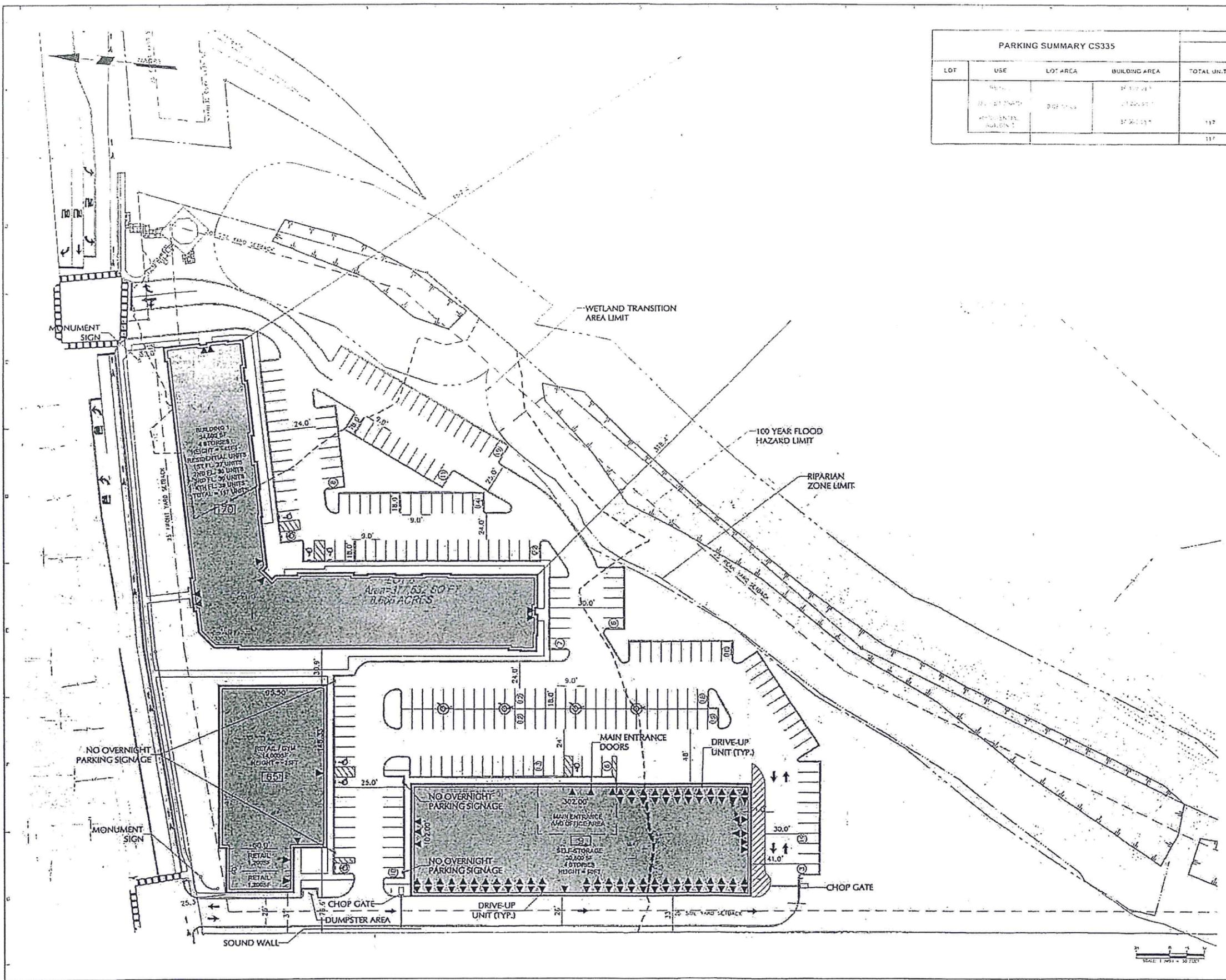
EXHIBIT "D"

DEED NOTICE

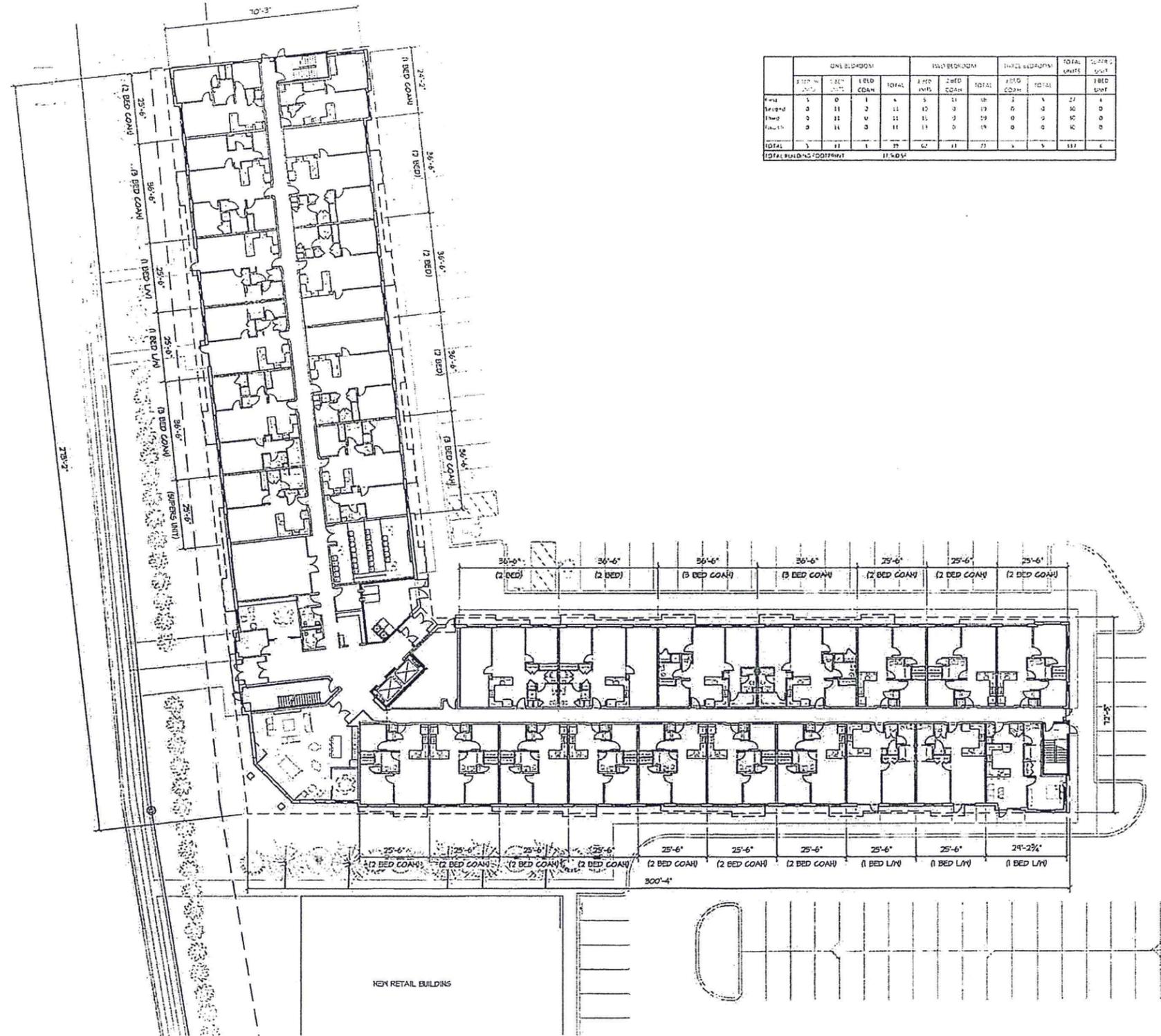
(intentionally omitted, but the Developer shall submit a proposed form of Deed Notice and restriction to comply with this Agreement to the Borough Attorney for confirmation the Deed Notice meets the requirements of this Agreement. The Borough Attorney's confirmation shall not be unreasonably delayed, conditioned or withheld.)

PROJECT No. 100419001

PARKING SUMMARY CS335				PARKING SPACES PROVIDED	PROPOSED PARKING RATIO
LOT	USE	LOT AREA	BUILDING AREA	TOTAL UNITS	
1	RESIDENTIAL	202,000 SF	17,300 SF	117	117
2	RETAIL	100,000 SF	10,000 SF	117	117
				234	1:1



Date	Description	No.
REVISIONS		
SETTLEMENT AGREEMENT		
SCHEMATIC	GERARD FITAMANT PROFESSIONAL ENGINEER NJ Lic. No. 2460370800	DATE SHOWN
LANGAN		
204 Wagaraw Road BLOCK 12, LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100		
CONCEPT SITE PLAN		
Project No.	Drawing No.	
100419001	CS335	
Date	JANUARY 14, 2020	
Scale	1" = 30'	
Drawn By	Checked By	
AAC	CM	
Submitted	Date	



	ONE BEDROOM				TWO BEDROOM			THREE BEDROOM		TOTAL UNITS	S.F. TOTAL
	1 BR	2 BR	3 BR	TOTAL	1 BR	2 BR	TOTAL	1 BR	2 BR		
1 BR	1	0	1	2	5	11	16	1	1	2	22
2 BR	3	11	3	17	12	3	15	0	3	18	30
3 BR	0	11	0	11	15	3	18	0	0	18	30
4 BR	0	11	0	11	11	0	11	0	0	11	30
TOTAL	4	33	4	41	43	17	60	1	4	64	112
TOTAL BUILDING FOOTPRINT	117,400 S.F.										

1 GROUND FLOOR OVERALL PLAN
SCALE: 1/16" = 1'-0"

NO.	DATE	REMARKS	BY
		NEW RESIDENTIAL BUILDING	

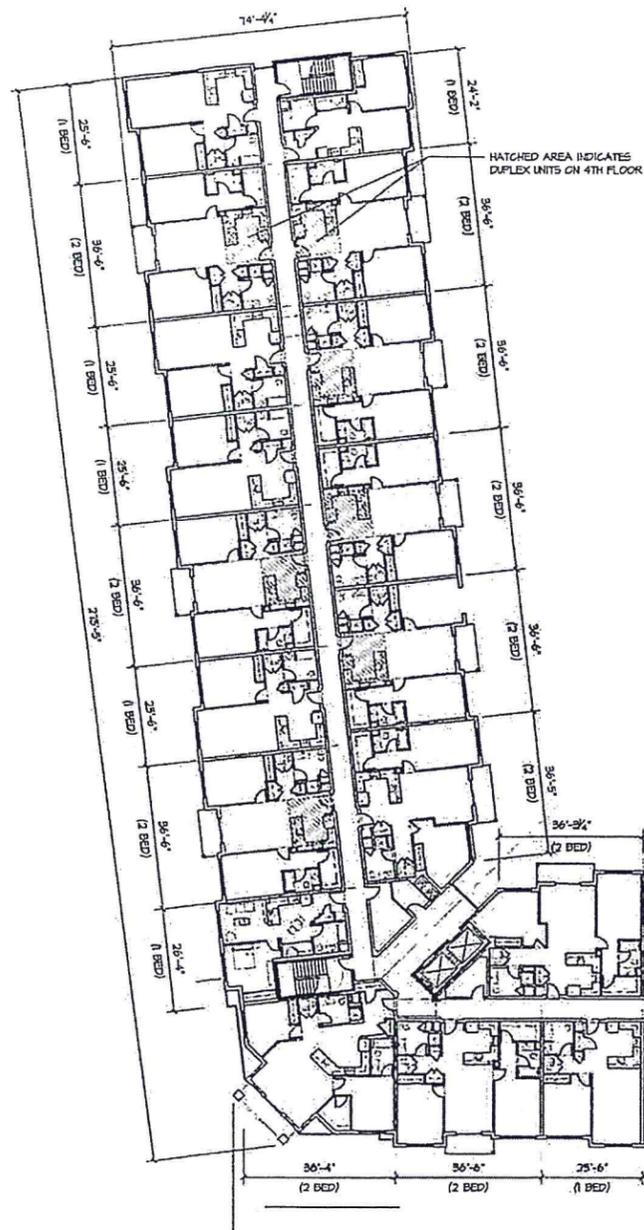
204 WAGARAW RD., LLC
204 Wagaraw Rd.
Hawthorne, NJ 07506
Lot B & Block 12

Studio 5 STUDIO 5 PARTNERSHIP
ARCHITECTS/PLANNERS, LLC
16-00 ROUTE 208 SOUTH, SUITE 316
FAIR LAWN, NEW JERSEY 07410
(201) 682-0555
www.studio5pa.com
NJ Certificate of Registration: 14C20006202
©2019 Studio 5 Partnership/Architects/Planners, LLC

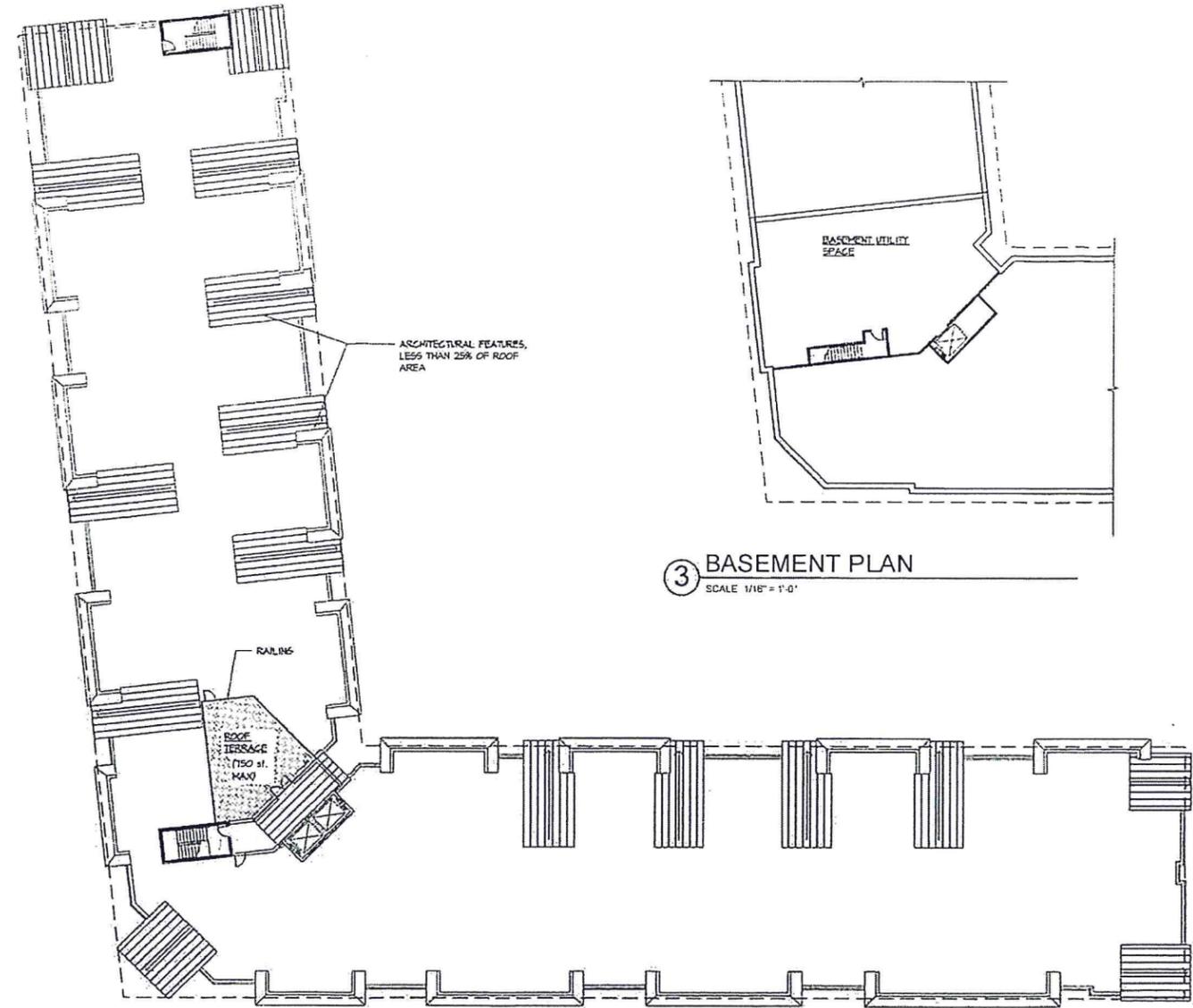
OVERALL PLANS

DWN BY JKE/DS SCALE AS NOTED
CHKD BY GTS PROJECT 19-048
DATE 01/15/2020

A-101



① TYPICAL 2nd - 4th FLOOR OVERALL PLAN
SCALE 1/16" = 1'-0"



② ROOF FLOOR OVERALL PLAN
SCALE 1/16" = 1'-0"

③ BASEMENT PLAN
SCALE 1/16" = 1'-0"

	ONE BEDROOM				TWO BEDROOM				THREE BEDROOM				TOTAL UNITS	SUPER'S UNIT
	1 BED UNITS	2 BED UNITS	3 BED UNITS	TOTAL	1 BED UNITS	2 BED UNITS	3 BED UNITS	TOTAL	1 BED UNITS	2 BED UNITS	3 BED UNITS	TOTAL		
First	5	0	3	8	5	11	16	32	5	5	5	15	1	1
Second	0	11	0	11	19	0	19	38	0	0	0	0	0	0
Third	0	11	0	11	19	0	19	38	0	0	0	0	0	0
Fourth	0	11	0	11	19	0	19	38	0	0	0	0	0	0
TOTAL	5	33	3	41	43	11	73	144	5	5	5	15	1	1

NO. DATE REMARKS BY
NEW RESIDENTIAL BUILDING
204 WAGARAW RD., LLC
204 Wagaraw Rd.
Hawthorne, NJ 07506
Lot 8 & Block 12

Studio 5 PARTNERSHIP
ARCHITECTS/PLANNERS, LLC
16-08 ROUTE 204 SOUTH, SUITE 208
FAIR LAWN, NEW JERSEY 07410
201-832-6555
WWW.STUDIO5P.COM
NJ License # A-1202-0005
© 2005 Studio 5 Partnership Architects/Planners, LLC

OVERALL PLANS & ROOF PLAN

DWN BY JKE/DS SCALE AS NOTED
CHKD BY GTS PROJECT 19-048
DATE 01/15/2020

A-102



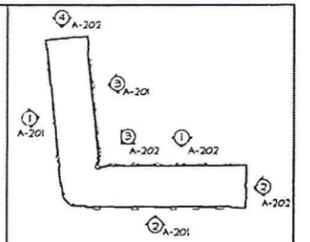
1 NORTH ELEVATION
SCALE 3/32" = 1'-0"



2 WEST ELEVATION
SCALE 3/32" = 1'-0"



3 SOUTH ELEVATION
SCALE 3/32" = 1'-0"



KEY PLAN
SCALE N.T.S.

NO.	DATE	REMARKS	BY
NEW RESIDENTIAL BUILDING			
204 WAGARAW RD., LLC			
204 Wagaraw Rd. Hewittown, NJ 07506 Lot 9 & Block 12			
Studio 5		STUDIO 5 PARTNERSHIP ARCHITECTS/PLANNERS, LLC 1600 ROUTE 204 SOUTH, SUITE 308 FAIR LAWN, NEW JERSEY 07410 (201) 852-8588 www.studio5.com <small>All Contents of Authorship © 2020/2019 No. 0218, Board of Architecture, NJ State Board of Architecture, Inc.</small>	

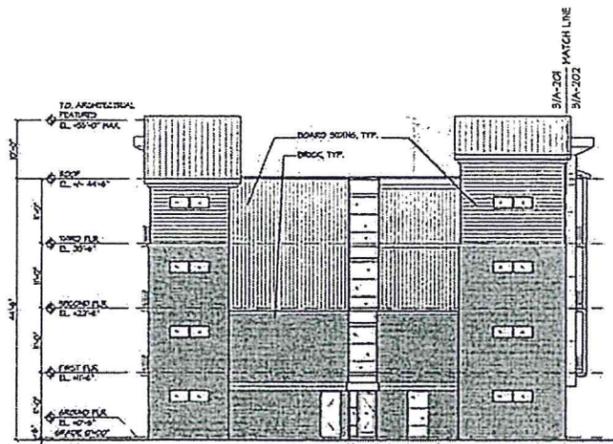
ELEVATIONS

OWN BY JKE SCALE AS NOTED
 CHKD BY GTS PROJECT 19-048
 DATE 01/15/2020

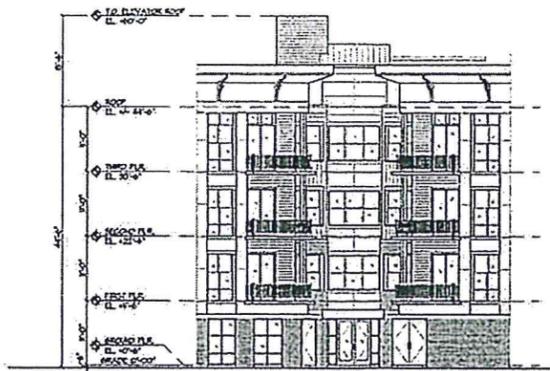
A-201



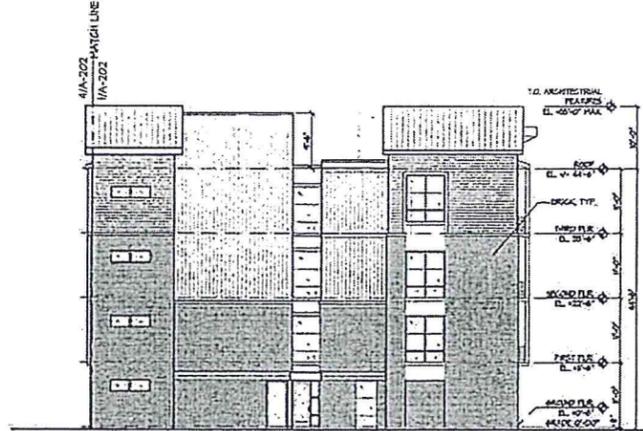
1 EAST ELEVATION
SCALE: 3/32" = 1'-0"



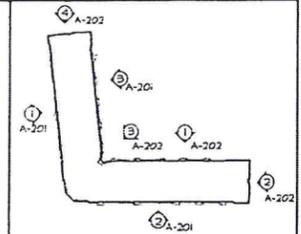
2 PARTIAL SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



3 INSIDE CORNER ELEV.
SCALE: 3/32" = 1'-0"



4 PARTIAL EAST ELEVATION
SCALE: 3/32" = 1'-0"



KEY PLAN
SCALE: 1/4" = 1'-0"

NO.	DATE	REMARKS	BY
NEW RESIDENTIAL BUILDING			

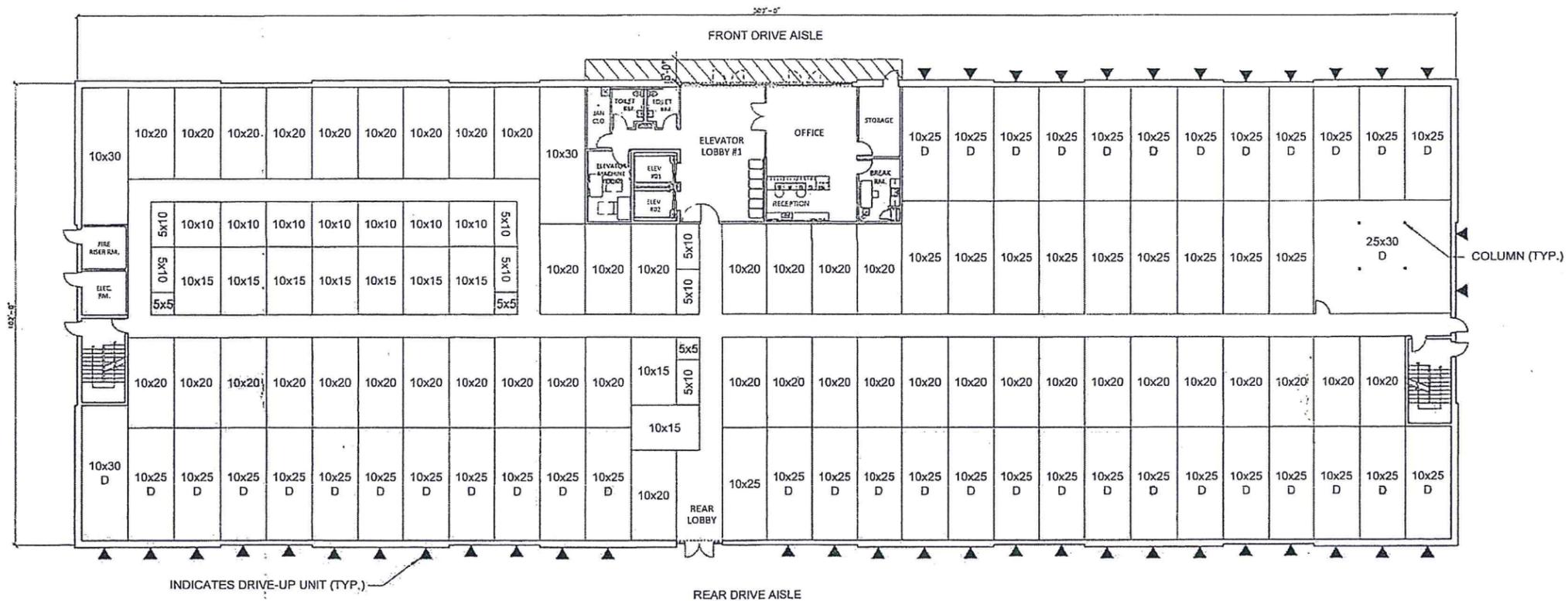
204 WAGARAW RD., LLC
204 Wagaraw Rd
Havorthorne, NJ 07506
Lot 8 & Block 12

Studio 5 STUDIO 5 PARTNERSHIP
ARCHITECTS/PLANNERS, LLC
16-00 ROUTE 208 SOUTH, SUITE 308
FAIR LAWN, NEW JERSEY 07410
(201) 832-2152
WWW.STUDIO5PA.COM
A-202
© 2020 Studio 5 Partnership Architects / Planners, LLC

ELEVATIONS

OWN BY JKE SCALE AS NOTED
CHKD BY GTS PROJECT 19-048
DATE 01/15/2020

A-202
4 OF 4



Preliminary Storage Unit Layout - Floor 1 (Ground Level)
SCALE: 3/16" = 1'-0"

UNIT DISTRIBUTION						
SIZE	1 ST FLR	2ND FLR	3RD FLR	4TH FLR	TOTAL UNITS	TOTAL UNIT AREA
25 X 30 D	1	0	0	0	1	750 FT ²
10 X 30 D	1	0	0	0	1	300 FT ²
10 X 25 D	38	0	0	0	38	9,500 FT ²
10 X 30	2	0	0	0	2	600 FT ²
10 X 25	10	0	0	0	10	2,500 FT ²
10 X 20	43	38	3	3	87	17,400 FT ²
10 X 15	9	49	0	0	58	8,700 FT ²
10 X 10	7	72	142	142	363	36,300 FT ²
7.5 X 10	0	3	14	15	32	2,400 FT ²
5 X 10	7	6	107	107	227	11,350 FT ²
5 X 5	3	40	42	42	127	3,175 FT ²
TOTAL	121	208	308	309	946	92,975 FT²

FLOOR AREA		
FLOOR	GROSS FT ²	NET RENTABLE FT ²
1st FLOOR	30,804 FT ²	24,775 FT ²
2nd FLOOR	30,804 FT ²	23,675 FT ²
3rd FLOOR	30,804 FT ²	22,250 FT ²
4th FLOOR	30,804 FT ²	22,325 FT ²
TOTAL	123,216 FT²	93,025 FT²

EFFICIENCY	
92,975 / 123,216 =	75.46%
AVERAGE UNIT SIZE	
92,975 / 946 =	98.28 FT ²



Key Plan
SCALE: 1/8" = 100'

NO.	REVISION/DESCRIPTION	DATE	BY	CHK.

CONSULTANTS:

Pratt M. Perrino Architects
 2100 Avenue
 Park Ridge, New Jersey 07656
 Telephone: (201) 261-4133
 Fax: (201) 261-4133

PROJECT:
Self Storage
 204 Wagraw Road, LLC
 Hawthorne, NJ

DRAWING:
FLOOR PLANS

DATE: 7/11/2019
 SCALE: AS NOTED
 JOB NO: 19.156

SHEET:
A1.0



Preliminary Storage Unit Layout - Floor 3
SCALE: 3/8" = 1'-0"



Key Plan
SCALE: 1/8" = 100'

REV.	DATE	DESCRIPTION

CONSULTANTS

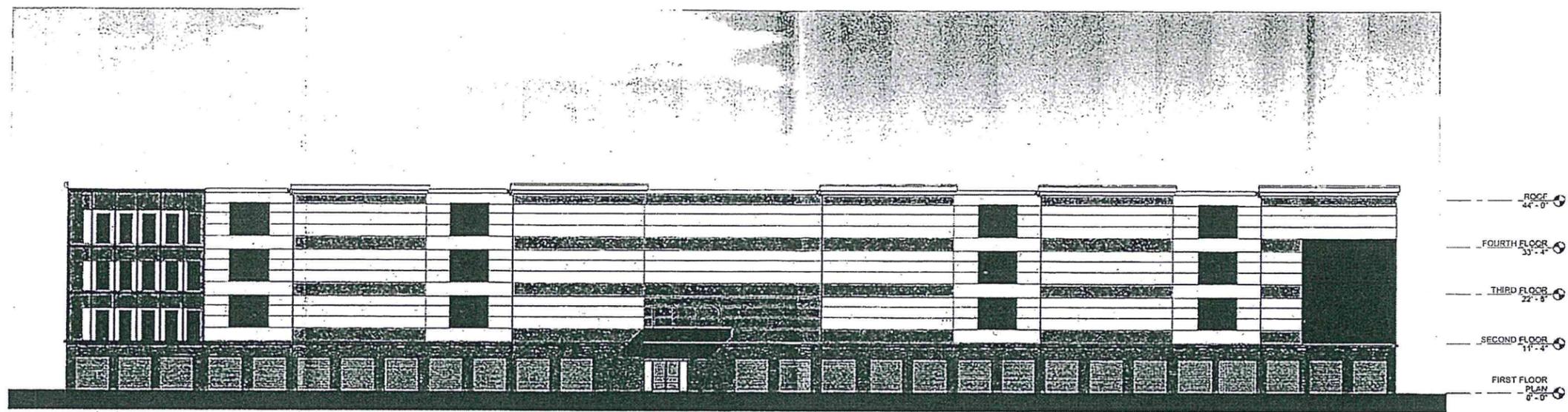
PRATT M. FERRULO ARCHITECTS
9 Park Avenue
Park Ridge, New Jersey 07656
Tel: (201) 261-1111
Fax: (201) 261-1112

PROJECT:
DRAWING:
DRAWN:
DATE: 7/11/2019
SCALE: AS NOTED
SHEET NO. 19.158
SHEET: A1.2

PROJECT:
DRAWING:
DRAWN:
DATE: 7/11/2019
SCALE: AS NOTED
SHEET NO. 19.158
SHEET: A1.2

PROJECT:
DRAWING:
DRAWN:
DATE: 7/11/2019
SCALE: AS NOTED
SHEET NO. 19.158
SHEET: A1.2

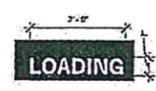
PROJECT:
DRAWING:
DRAWN:
DATE: 7/11/2019
SCALE: AS NOTED
SHEET NO. 19.158
SHEET: A1.2



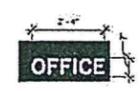
2 REAR ELEVATION
3/12" = 1'-0"



3 30' WALL SIGN (172.5 SF)
3/12" = 1'-0"



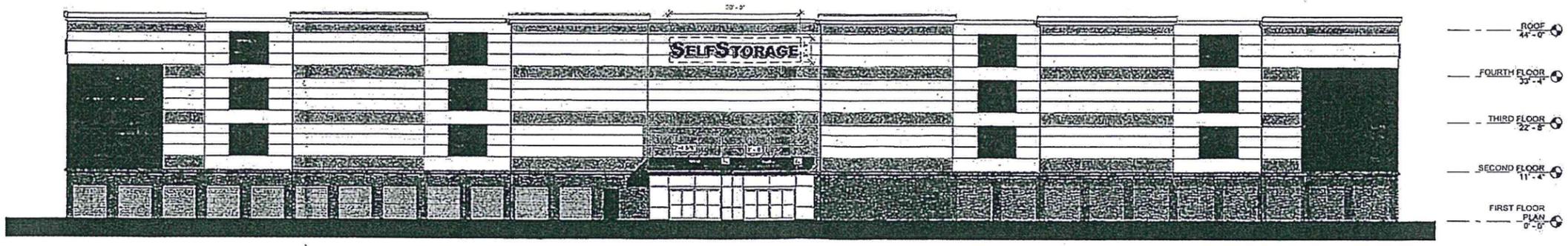
4 LOADING SIGN (1.75 SF)
1/2" = 1'-0"



5 OFFICE SIGN (1.36 SF)
1/2" = 1'-0"

SIGN AREA
 30' SIGN (FRONT ELEVATION) = 172.50 SQFT
 30' SIGN (LEFT ELEVATION) = 172.50 SQFT
 30' SIGN (RIGHT ELEVATION) = 172.50 SQFT
 LOADING SIGN (FRONT ELEVATION) = 1.75 SQFT
 OFFICE SIGN (FRONT ELEVATION) = 1.36 SQFT
 TOTAL SIGN AREA = 520.61 SQFT

6 SIGN AREAS
3/4" = 1'-0"



1 FRONT ELEVATION
3/12" = 1'-0"

NO.	REVISION DESCRIPTION

CONSULTANTS:

PROJECT:

DRAWING ELEVATIONS

DRAWN

DATE: 7/11/2019

SCALE: AS NOTED

JOB NO.

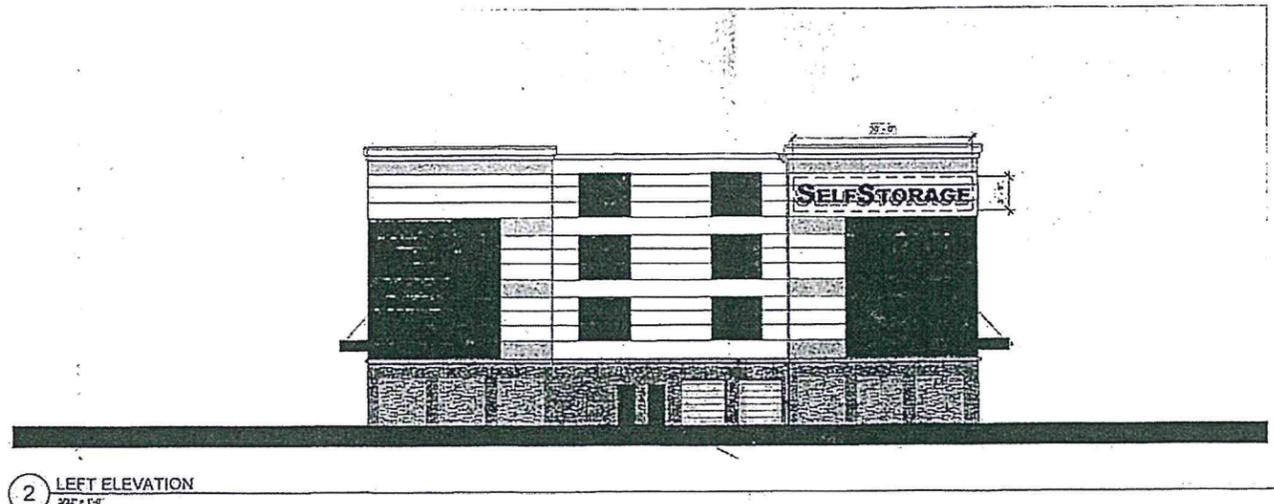
Sheet: A2.0

DATE: 7/11/2019

PROJECT:
Self Storage
204 Wagaraw Road, LLC
Hawthorne, NJ

CONSULTANTS:
PARRY M. PERRINO ARCHITECTS
New York, New York
New Jersey, New Jersey
New York, New York
New York, New York
New York, New York

LICENSE:
ARCHITECT
NEW YORK
NEW YORK
NEW YORK
NEW YORK
NEW YORK



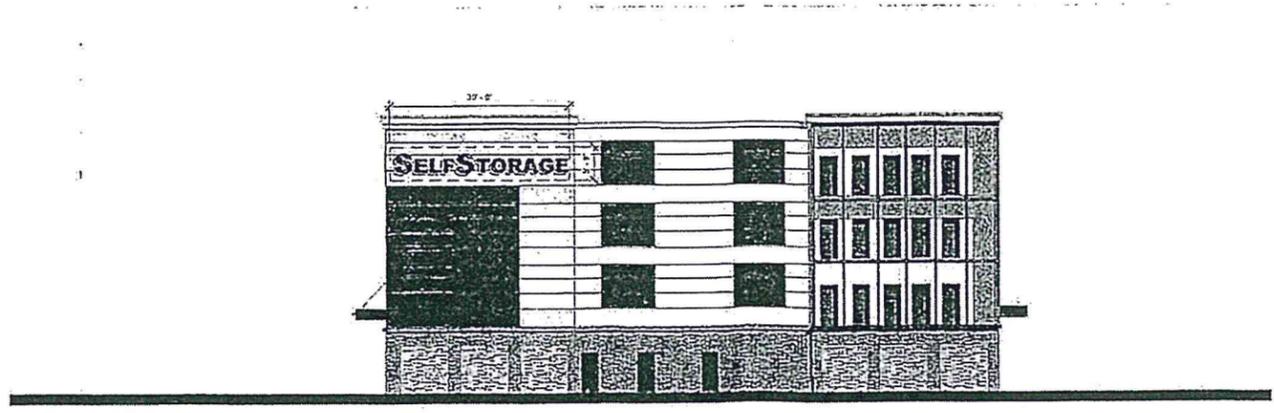
2 LEFT ELEVATION
3/12" = 1'-0"



3 30' LEFT ELEV WALL SIGN
(172.5 SF)
1/4" = 1'-0"



4 30' RIGHT ELEV WALL SIGN
(172.5 SF)
1/4" = 1'-0"



1 RIGHT ELEVATION
3/12" = 1'-0"

NO.	REVISIONS

CONSULTANTS:

PROJECT:

DATE:

SCALE:

JOB NO:

SHEET:

DATE: 7/11/2019
SCALE: AS NOTED
JOB NO:
SHEET: A2.1
OF 1

PROJECT:
Self Storage
204 Wagraw Road, LLC
Hawthorne, NJ

PROJECT:
Self Storage
204 Wagraw Road, LLC
Hawthorne, NJ

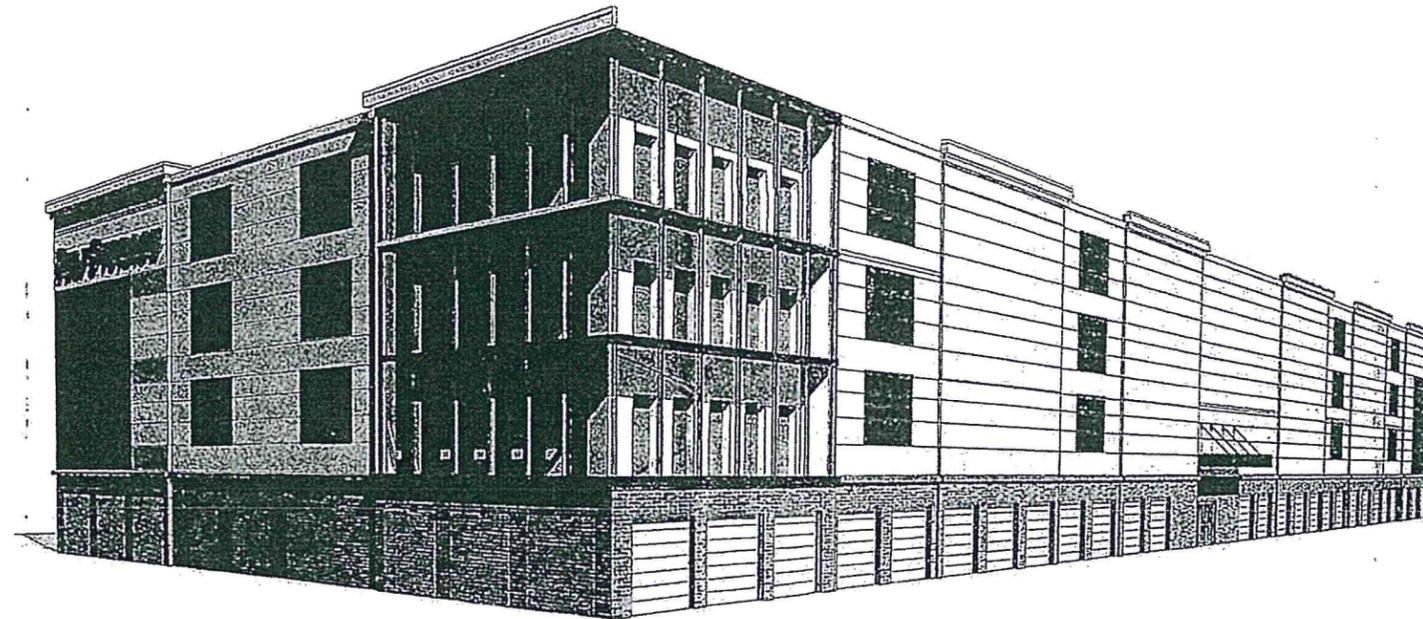
DATE: 7/11/2019
SCALE: AS NOTED
JOB NO:
SHEET: A2.1
OF 1

PROJECT:
Self Storage
204 Wagraw Road, LLC
Hawthorne, NJ

PROJECT:
Self Storage
204 Wagraw Road, LLC
Hawthorne, NJ

PROJECT:
Self Storage
204 Wagraw Road, LLC
Hawthorne, NJ

DATE: 7/11/2019
SCALE: AS NOTED
JOB NO:
SHEET: A2.1
OF 1



1 PERSPECTIVE (B)

#	DESCRIPTION	DATE	BY

CONSULTANTS

PERRY M. PETRALLO ARCHITECTS
 New York, New York
 10017
 Telephone: (212) 307-4123
 Fax: (212) 307-4123

LICENSE:
 ARCHITECT: 455
 U.S. NO. 01078
 NEW JERSEY
 LIC. NO. 1114
 U.S. NO. 2326

PROJECT:
Self Storage
 204 Wagaraw Road, LLC
 Hawthorne, NJ

DRAWING
PERSPECTIVE

DRAWN

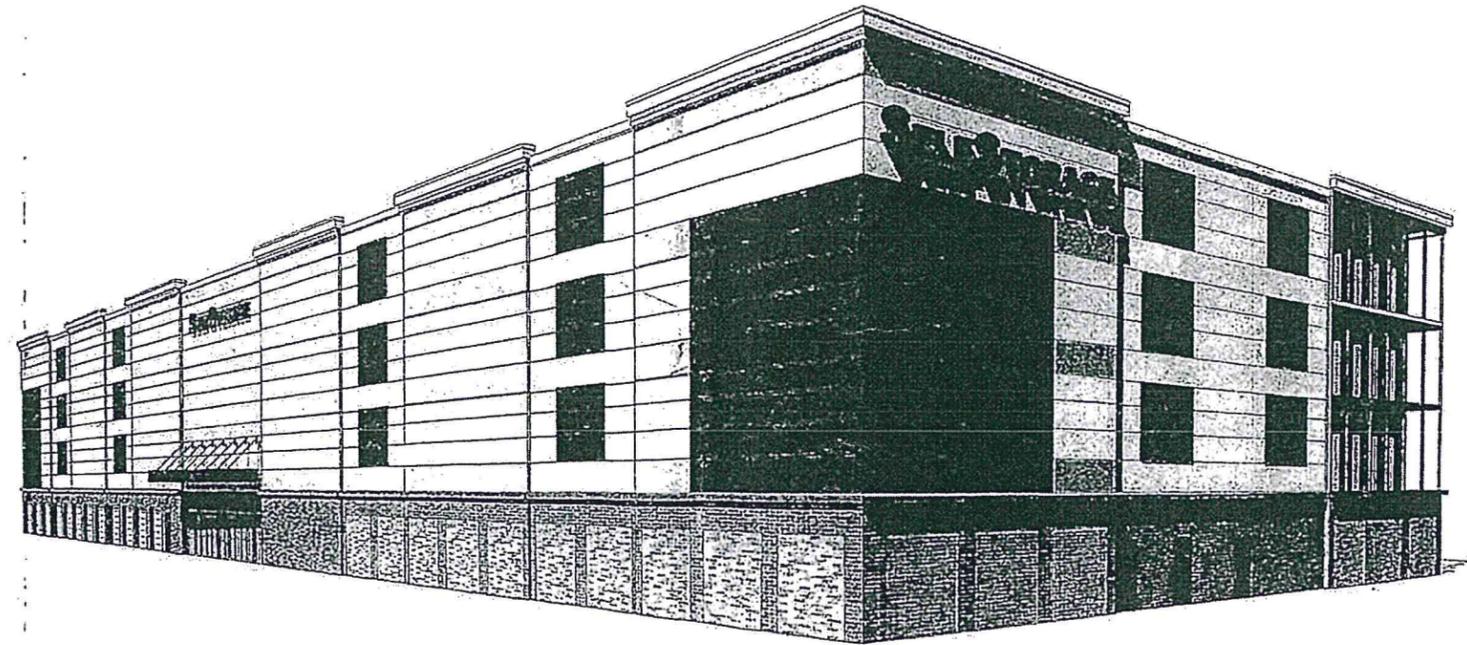
DATE

SCALE
 AS NOTED

JOB NO.

SHEET
A3

OF 11



1 PERSPECTIVE (B)

DATE:	
BY:	
SCALE:	
PROJECT:	
NO.:	

CONTRACT NO.:

CONSULTANTS:

DATE:

POINT M. PERAZZO ARCHITECTS
 1000 W. 17th Street, Suite 202
 New York, NY 10011
 Tel: (212) 512-1111
 Fax: (212) 512-1118

LICENSE:
 ARCHITECT
 NEW YORK 13119
 NEW JERSEY
 LIC. NO. 13119
 BRIDGE PLAZA
 SUITE 202

PROJECT:
Self Storage
 204 Wagraw Road, LLC
 Hawthorne, NJ

DRAWING
PERSPECTIVE

DRAWN

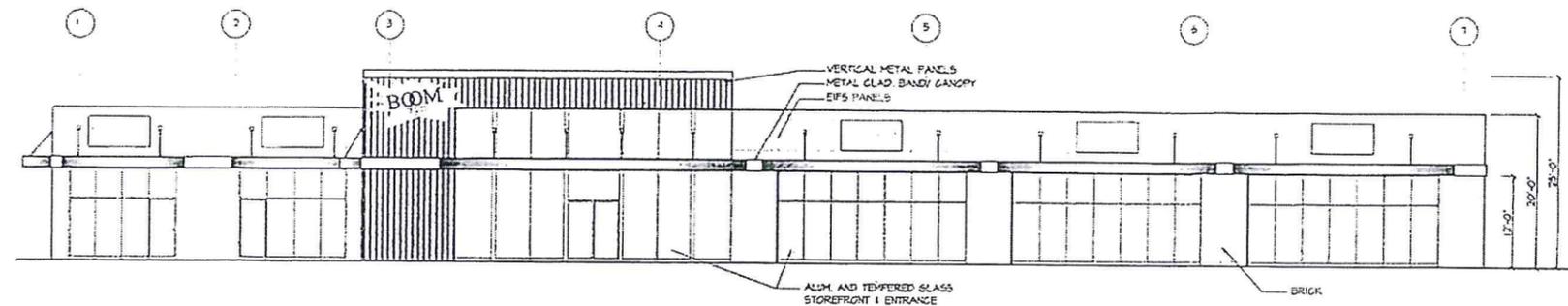
DATE:

SCALE
 AS NOTED

JOB NO.

SHEET:
A4

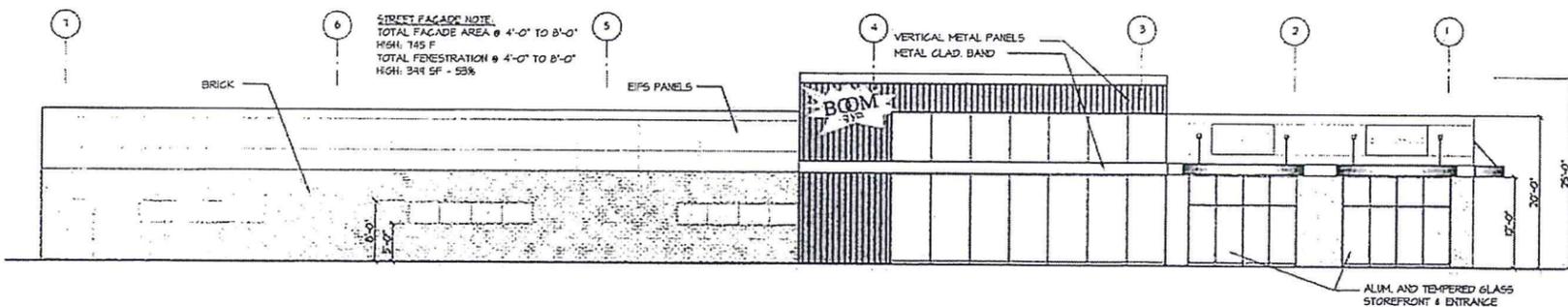
Y:\CadProjects\2019\19-049 Bedrin Hawthorne Promenade Retail\Architectural\19-049 A-101 Floor Plan.dwg, 1/15/2020 11:19:27 AM, DWG To PDF.pc3



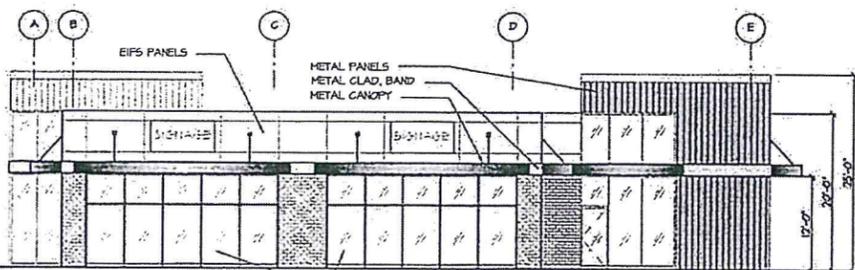
1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



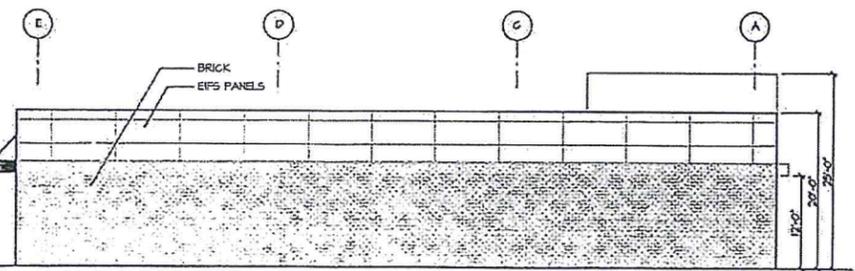
5 SITE PLAN
SCALE N T S



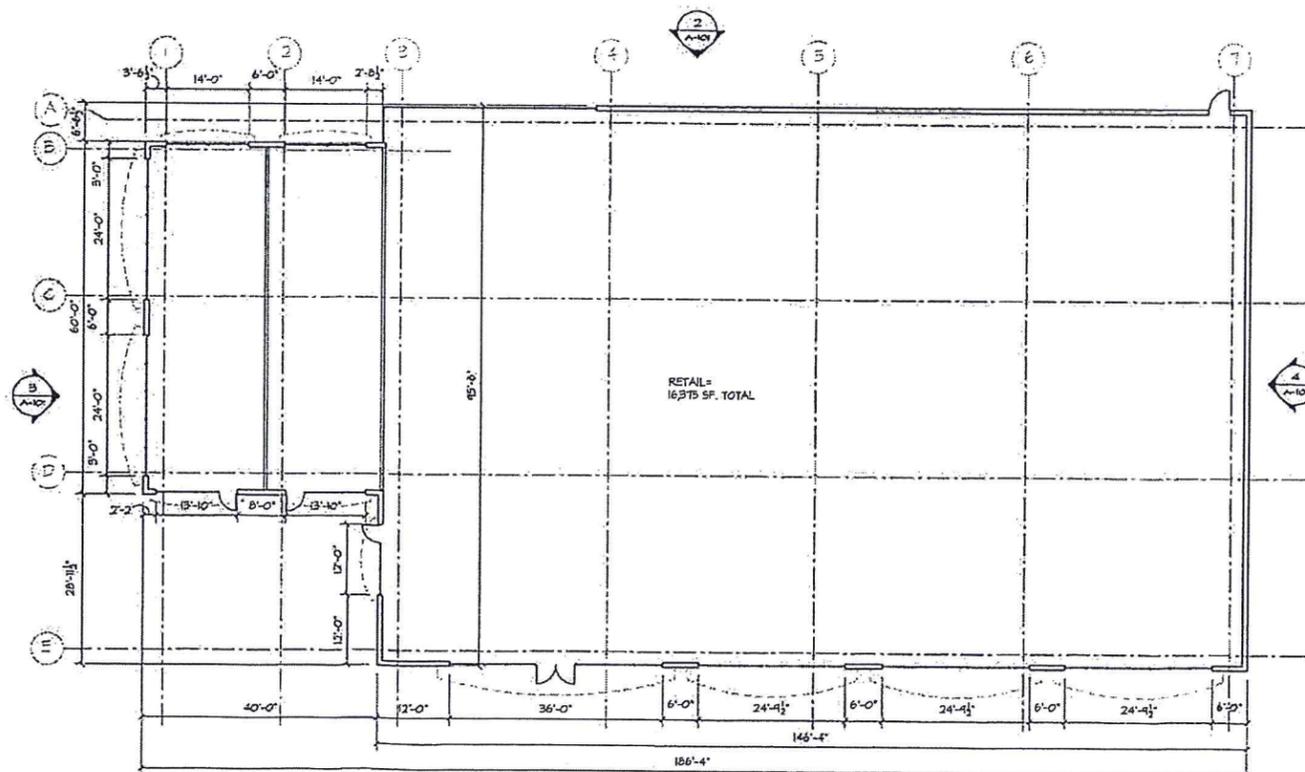
2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



6 FLOOR PLAN
SCALE 1/8" = 1'-0"

NO.	DATE	REMARKS	BY
		NEW RERAIL BUILDING	
204 WAGARAW RD., LLC HAWTHORNE			
204 Wagawar Rd. Hawthorne, NJ 07506 Lot 8 & Block 12			
Studio 5			
STUDIO 5 PARTNERSHIP ARCHITECTS/PLANNERS, LLC 14-00 ROUTE 208 SOUTH, SUITE 208 FAIR LAKE, NEW JERSEY 07410 TEL: 973-852-8816 WWW.STUDIO5P.COM A Division of Hawthorne Architects, LLC 9,021 Lakeside Parkway, Newark, NJ			

FLOOR PLAN & ELEVATIONS

DWN BY: M.E.A. SCALE: AS NOTED
CHKD BY: G.T.S. PROJECT: 19-049
DATE: 01/15/2020

A-101