

Round 4 Housing Element and Fair Share Plan

BOROUGH OF EDGEWATER

Adopted June 2025
GREGORY ASSOCIATES, LLC |

This copy conforms to the original copy of this report which is signed by Kathryn M. Gregory, Professional Planner's License No. 5571; in accordance with *N.J.S.A. 45:14A* regulating the practice of Professional Planning in the State of New Jersey.

A handwritten signature in blue ink, appearing to read 'K. Gregory', is centered on the page. The signature is fluid and cursive.

Kathryn M. Gregory

Introduction

The Housing Element presented in this report fulfills the requirements of the *Municipal Land Use Law* (N.J.S.A. 40:55D-1 et seq.) and the *Fair Housing Act* (N.J.S.A. 52:27D-301 et seq.). The *Fair Housing Act* provides a framework for New Jersey’s municipalities to address their constitutional obligation to provide a realistic opportunity for the provision of affordable housing within each community. When the Legislature enacted the New Jersey Fair Housing Act (“FHA”) in 1985, it created the New Jersey Council on Affordable Housing (“COAH”) and conferred “primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in this State.” N.J.S.A. 52:27D-304 (a).

On February 20, 1986, the Supreme Court decided a case commonly referred to as “Mount Laurel III” wherein declared the FHA to be constitutional despite the vigorous challenges to its constitutionality by developers and nonprofits alike.

Ahead of the Fourth Round of Obligations starting in 2025, Governor Murphy signed landmark legislation (A4/S50) in March that sets a course for future enforcement of the Mount Laurel Doctrine by streamlining the affordable housing development process and codifying the methodology used to determine each municipality’s obligations.

In October 2024, the New Jersey Dept. of Community Affairs (DCA) released calculations on the number of affordable homes each municipality is required to allow over the next decade

Affordable Housing Obligation

The DCA has determined that the Borough of Edgewater has the following obligation for the Fourth Round from 2025 to 2035:

2025 - 2035	# Units
Present Need (Rehab)	6
Prospective Need	295

Municipal Summary

The Borough of Edgewater is located in the south eastern portion of Bergen County, consisting of 2.42 square miles, and with approximately 3.5 miles of shore along the Hudson River. The main spine of the municipality is River Road, which runs in a north-south direction throughout the whole of the Borough and is the only connection to the communities to the north and south. There are only 3 roads which connect the Borough to the west: Route 5, Edgewater Road, and Gorge Road. Formerly somewhat of an industrial town, with many industrial complexes along the riverfront and single- and two-family homes scattered among the westerly portion of the municipality, Edgewater has seen significant redevelopment into a mixed-use, thriving suburban and somewhat urban community. Edgewater now contains a mix of housing types from single-family homes, to duplexes, to townhouses, to mid-rise multi-family, to high-rise multi-family; as well as commercial, retail, and office spread throughout the community. The New Jersey Transit bus service serves the Borough and connects the

Borough to New York City as well as surrounding municipalities. A Ferry Service also provides transportation from the Borough to Manhattan.

The Borough is surrounded by the communities of Fort Lee, Cliffside Park, and North Bergen. The 2020 United States Census reports that the borough had a population of 14,336, reflecting an increase of 2,823 from the 11,513 counted in the 2010 Census. The North Jersey Transportation Planning Authority projects that the Borough will grow to 16,625 residents by the year 2050.²

Borough Intent

The HEFSP is being prepared with the overall goal of providing the planning context for which affordable housing in the Borough is and will be provided according to the *Fair Housing Act*.

Content of Housing Element

As per the N.J.S.A.52:27D-310 , a housing element must contain the following items:

- a) An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards.
- b) A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c) An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d) An analysis of the existing and probable future employment characteristics of the municipality;
- e) A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and
- f) A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.
- g) An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);

² <http://www.njtpa.org/data-maps/demographics/forecasts>

- i) An analysis of consistency with the State Development and 1 Redevelopment Plan, including water, wastewater, stormwater, and 2 multi-modal transportation based on guidance and technical 3 assistance from the State Planning Commission. (cf: P.L.2021, c.273, s.2)

The regulations COAH adopted to implement the FHA also require the following:

- a) A map of all sites designated by the municipality for the production of low- and moderate-income housing and a listing of each site that includes its owner, acreage, lot and block.
- b) The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites.

Population Demographics of Edgewater

Population Size. The population of Edgewater saw a slower growth between 2010 and 2020, likely due to the build out of the redevelopment of many of the larger, former industrial parcels to mixed-use, and residential projects.

POPULATION GROWTH			
Year	Population	Change (#)	Change (%)
1900	1,006	—	—
1910	2,655	1,649	163.9%
1920	3,530	875	33.0%
1930	4,089	559	15.8%
1940	4,082	-7	-0.2%
1950	3,952	-130	-3.2%
1960	4,113	161	4.1%
1970	4,987	874	21.2%
1980	4,628	-359	-7.2%
1990	5,001	373	8.1%
2000	7,677	2,676	53.5%
2010	11,513	3,836	50.0%
2020	14,336	2,823	24.5%

Source: Census 2020

The NJTPA projects the Borough will grow to 16,625 residents by the year 2050.³

Age Characteristics. The largest age cohort in the Borough is the 25 – 34 age group, comprising 23.4% of the total population. The median age in the Borough is 39.9 years, up from 37.2 in 2010.

³ <http://www.njtpa.org/data-maps/demographics/forecasts>

ROUND 4 HOUSING ELEMENT AND FAIR SHARE PLAN

AGE				
Age Cohort	2010		2020	
	Number	Percent	Number	Percent
Total Population	11,513	100.0%	14394	100.0%
Under 5	954	8.3%	834	5.8%
5 to 9	560	4.9%	726	5.0%
10 to 14	337	2.9%	390	2.7%
15 to 19	294	2.6%	400	2.8%
20 to 24	364	3.2%	511	3.6%
25 to 34	2515	21.8%	3376	23.4%
35 to 44	2,505	21.8%	2330	16.2%
45 to 54	1,496	13.0%	1915	13.3%
55 to 59	575	5.0%	1072	7.4%
60 to 64	573	5.0%	1019	7.1%
65 to 74	681	5.9%	982	6.8%
75 to 84	403	3.5%	632	4.3%
85 and over	256	2.2%	207	1.4%
Median Age (Years)	37.2	(X)	39.9	(X)

Source: US Census, NJ Department of Labor, Bergen County

Average Household Size. The average household size for the Borough declined steadily in the years between 1980 and 2000, however, the Borough saw a slight increase in household size from 2000 to 2010, and from 2010 to 2020.

HOUSEHOLDS			
Year	Borough Population	Total Households	Average Household Size
1980	4,628	2,080	2.23
1990	5,001	2,360	2.12
2000	7,677	3,834	2.00
2010	11,513	5,637	2.04
2020	14,336	7,009	2.10

Source: Census 2020

Household Type. According to the 2010 Census, the Borough consisted of 3,020 or 53.6% family households and 2,617 46.4% non-family households, constituting almost an even split between family and non-family households in the Borough. Over 39%, or a total of 2,215 of the non-family households were one person living alone. Of the family households, interestingly only 18.6% of households contained children under 18.

ROUND 4 HOUSING ELEMENT AND FAIR SHARE PLAN

HOUSEHOLD TYPE				
Type	2010		2020	
	Number	Percent	Number	Percent
Total	5637	100.0%	6742	10000.0%
Family Households (Families)	3020	53.6%	6405	95.0%
With own children under 18	1331	23.6%	1742	25.8%
Husband-wife family	2438	43.2%	2848	42.2%
With own children under 18	1050	18.6%	1442	21.4%
Male householder, no wife	141	2.5%	167	2.5%
Female householder, no husband	441	7.8%	548	8.1%
Nonfamily households	2617	46.4%	2470	36.6%
Male living alone	952	16.9%	179	2.7%
Female living alone	1263	22.4%	365	5.4%
Average family size	2.7	(X)	2.71	(X)

Source: Census 2020

Household Size. The 2020 Census revealed the average household size to be 2.1 persons, while the average family size was 2.71 persons. The average household size for owner occupied units in 2020 was 2.17 persons, while the average household size for renter-occupied units was 1.78 persons.

TENURE BY HOUSEHOLD SIZE				
Type	2010		2020	
	Number	Percent	Number	Percent
Occupied Housing Units	5,637	100.0%	6,742	100.0%
Owner-occupied housing units	2,196	39.0%	2,465	36.6%
Population in owner-occupied housing units	4,625		6,742	
Average household size of owner-occupied units	2.11	-	2.17	-
Renter-occupied housing units	3,441	61.0%	4,277	63.4%
Population in renter-occupied units	6,886		7,594	
Average household size of renter-occupied units	2	-	1.78	-

Source: Census 2020

Income. In reviewing income characteristics for the Borough, the Borough fairs better than both the County and the State in terms of median income for both households and families. In addition, a lower percentage of its population falls below the poverty level than either the County or the State, as can be seen in the table below.

INCOME CHARACTERISTICS			
Income Type	Edgewater	Bergen County	New Jersey
Family Median Income	\$198,854	\$126,103	\$110,102
Per capita Income	\$87,454	\$88,265	\$70,430
Poverty Status (% of People)	6.20%	6.6%	9.70%
Household Median Income	\$137,847	\$104,623	\$99,781

Source: Census 2020

As shown on the table below, the largest income category for the Borough was the \$200,000 or more range, with more than 60% of Edgewater's households falling into this income bracket. This was followed by the \$100,000 to \$149,999 category at 29.2%, significantly less than the top category. Slightly over one-quarter (at 28.1%) of households had an income less than \$50,000.

ROUND 4 HOUSING ELEMENT AND FAIR SHARE PLAN

HOUSEHOLD INCOME						
Income Category	Edgewater		Bergen County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Less than \$10,000	356	8.5%	11,988	3.6%	152,706	4.3%
\$10,000 to \$14,999	36	0.9%	7,992	2.4%	97,568	2.8%
\$15,000 to \$24,999	167	4.0%	17,982	5.4%	179,019	5.1%
\$25,000 to \$34,999	396	9.4%	18,648	5.6%	183,144	5.2%
\$35,000 to \$49,999	226	5.4%	24,975	7.5%	281,135	7.9%
\$50,000 to \$74,999	659	15.7%	40,626	12.2%	466,624	13.2%
\$75,999 to \$99,999	474	11.3%	36,963	11.1%	412,151	11.6%
\$100,000 to \$149,999	1,230	29.2%	62,604	18.8%	639,081	18.1%
\$ 150,000 - 199,999	662	15.7%	41,292	12.4%	403,415	11.4%
\$ 200,000 or more	2,678	63.7%	69,930	21.0%	723,614	20.4%
Total	4,206	100.0%	333,002	100.0%	3,538,457	79.6%

Source: ACS 2023 Estimates

Housing Demographics of Edgewater

Housing Type. The Borough's housing stock includes single-family detached units, single-family attached units, and multi-family dwellings. Multi-family units with over 50 units constitute the largest percentage of housing units, at just over 50% at 51.2%, while all the remaining categories constitute less than 50% of the housing stock or less.

UNITS IN STRUCTURE		
Unit Type	Number	Percent
1, detached	290	3.8%
1, attached	721	9.5%
2	262	3.4%
3 or 4	1095	14.4%
5 to 9	267	3.5%
10 to 19	292	3.8%
20 to 49	780	10.3%
50 or more	3894	51.2%
Mobile home	0	0.0%
Boat, RV, van, etc.	0	0.0%
Total Housing Units:	7601	

Source: ACS 2023 5-year estimates

Occupancy Status. In 2023 the Borough's vacancy rate was 7.8%, with over 90% of units occupied.

OCCUPANCY STATUS		
	Households	Percent
Occupied	7009	92.2%
Vacant	592	7.8%
Total:	7601	100.0%

Source: ACS 2023 5-year estimates

ROUND 4 HOUSING ELEMENT AND FAIR SHARE PLAN

Value & Rent of Housing Stock. The median home value for the Borough is estimated at \$723,400 as of the 2023 ACS Census estimates.

Of the Borough’s estimated 2,876 owner-occupied housing units, the majority (57.9%) are valued between \$500,000 to \$999,999. Over 20% of the Borough’s housing stock is valued at over a million dollars. Interestingly, a total of 1.7% of the Borough’s owner occupied housing stock is valued at less than \$149,999.

VALUE OF HOUSING STOCK		
Value	Number	Percent
Less than \$10,000	14	0.5%
\$10,000 to \$14,999	0	0.0%
\$15,000 to \$19,999	0	0.0%
\$20,000 to \$24,999	0	0.0%
\$25,000 to \$29,999	0	0.0%
\$30,000 to \$34,999	0	0.0%
\$35,000 to \$39,999	0	0.0%
\$40,000 to \$49,999	17	0.6%
\$50,000 to \$59,999	0	0.0%
\$60,000 to \$69,999	0	0.0%
\$70,000 to \$79,999	0	0.0%
\$80,000 to \$89,999	0	0.0%
\$90,000 to \$99,999	0	0.0%
\$100,000 to \$124,999	0	0.0%
\$125,000 to \$149,999	17	0.6%
\$150,000 to \$174,999	0	0.0%
\$175,000 to \$199,999	0	0.0%
\$200,000 to \$249,999	0	0.0%
\$250,000 to \$299,999	0	0.0%
\$300,000 to \$399,999	304	10.6%
\$400,000 to \$499,999	254	8.8%
\$500,000 to \$749,999	931	32.4%
\$750,000 to \$999,999	733	25.5%
\$1,000,000 to \$1,499,999	468	16.3%
\$1,500,000 to \$1,999,999	99	3.4%
\$2,000,000 or more	39	1.4%
Total:	2876	100.0%
Median (Dollars)	723,400	(X)

The median estimated rent for Edgewater is \$2,645. An overwhelming majority of almost 99% of the rental units were rented at \$1,500 or more. Surprisingly, almost 3% of rentals paid no cash rent in Edgewater.

ROUND 4 HOUSING ELEMENT AND FAIR SHARE PLAN

Total Gross Rent		
	Number	Percent
With cash rent:	4021	97.3%
Less than \$100	121	2.9%
\$100 to \$149	0	0.0%
\$150 to \$199	17	0.4%
\$200 to \$249	0	0.0%
\$250 to \$299	0	0.0%
\$300 to \$349	0	0.0%
\$350 to \$399	0	0.0%
\$400 to \$449	0	0.0%
\$450 to \$499	0	0.0%
\$500 to \$549	0	0.0%
\$550 to \$599	0	0.0%
\$600 to \$649	0	0.0%
\$650 to \$699	0	0.0%
\$700 to \$749	0	0.0%
\$750 to \$799	24	0.6%
\$800 to \$899	0	0.0%
\$900 to \$999	0	0.0%
\$1,000 to \$1,249	99	2.4%
\$1,250 to \$1,499	46	1.1%
\$1,500 to \$1,999	788	19.1%
\$2,000 to \$2,499	696	16.8%
\$2,500 to \$2,999	755	18.3%
\$3,000 to \$3,499	720	17.4%
\$3,500 or more	755	18.3%
No cash rent	112	2.7%
Total:	4133	100.0%

Source: ACS 2023 5-year estimates

Condition of Housing Stock. The Census can provide estimates of substandard units that are occupied by low and moderate income households. The Appellate Division upheld COAH’s use of three indicators to determine substandard housing units in the State. Those three indicators are 1) housing more than 50 years old and that are overcrowded; 2) homes lacking complete plumbing; and 3) homes lacking complete kitchen facilities.

The ACS estimates there are zero homes that lack complete plumbing and zero homes that lack complete kitchen facilities in the Borough.

ROUND 4 HOUSING ELEMENT AND FAIR SHARE PLAN

CONDITION OF HOUSING STOCK		
	Number	Percent
Complete plumbing facilities	7601	100.0%
Lacking complete plumbing facilities	0	0.0%
Complete kitchen facilities	7601	100.0%
Lacking complete kitchen facilities	0	0.0%
Total:	7601	100.0%

Source: ACS 2023 5-year estimates

In 2023, the Borough of Edgewater contained an estimated 7,009 occupied housing units. The majority (96.7%) of housing units contained 1.0 occupants per room or less, which is up from 98.1% in 2014. Housing with 1.01 or more persons per room is considered an index of overcrowding. A total of 3.3% of housing in the Borough has 1.01 or more occupants per room, up from 1.9% in 2014, and may be considered overcrowded as shown in the table below.

OCCUPANTS PER ROOM		
	Households	Percent
Owner occupied:	2876	41.0%
0.50 or less occupants per room	2056	29.3%
0.51 to 1.00 occupants per room	712	10.2%
1.01 to 1.50 occupants per room	82	1.2%
1.51 to 2.00 occupants per room	15	0.2%
2.01 or more occupants per room	11	0.2%
Renter occupied:	4133	59.0%
0.50 or less occupants per room	2257	32.2%
0.51 to 1.00 occupants per room	1753	25.0%
1.01 to 1.50 occupants per room	87	1.2%
1.51 to 2.00 occupants per room	6	0.1%
2.01 or more occupants per room	30	0.4%
Total:	7009	100.0%

Source: ACS 2023 5-year estimates

The table below utilizes the ACS five-year estimates for the age of housing stock for 2023. The majority of units in Edgewater were built between 2000 and 2009. Overall, the majority of units were built since 1980, indicating a younger housing stock in the Borough. The median year the housing stock was built is 1996.

AGE OF HOUSING STOCK		
Year Built	# units	Percent
Built 2020 or later	21	0.3%
Built 2010 to 2019	1280	16.8%
Built 2000 to 2009	2111	27.8%
Built 1990 to 1999	1039	13.7%
Built 1980 to 1989	1147	15.1%
Built 1970 to 1979	361	4.7%
Built 1960 to 1969	523	6.9%
Built 1950 to 1959	93	1.2%
Built 1940 to 1949	216	2.8%
Built 1939 or earlier	810	10.7%
Total:	7601	100.0%

Source: ACS 2023 5-year estimates

Employment Demographics of Edgewater

The MLUL requires that a housing element include data on employment levels in the community. The following tables present information on the Borough’s employment characteristics.

The ACS estimates that Edgewater has 12,598 residents in the labor force. Of these, 9,314 were employed with 3,284 residents unemployed as shown in the following table.

EMPLOYMENT STATUS		
Employment	Number	Percent
In labor force:	9,314	73.9%
Civilian labor force:	9,314	73.9%
Employed	8,860	70.3%
Unemployed	454	3.6%
Armed Forces	0	0.0%
Not in labor force	3,284	26.1%
Total:	12,598	100.0%

Source: ACS 2023 5-year estimates

Employment Projections. The NJTPA estimates that employment will grow to 6,002 jobs by 2050, which is less than the employment projection by NJTPA for 2040 which was 6,390 jobs.⁴

EMPLOYMENT PROJECTION			
Year	Jobs	Change	Percent
2015	4,609	-	-
2050	6,002	1,393	30.2%

Source: NJTPA Employment Forecasts

⁴ <http://www.njtpa.org/data-maps/demographics/forecasts>

Projection of Housing Stock

The MLUL, at N.J.S.A. 53:27-310 requires a Housing Element to contain a projection of a municipality’s housing stock, including the probable future construction of low- and moderate-income housing for the next ten years, taking into account, but not necessarily limited to: construction permits issued, approvals of applications for developments, and probable residential development of lands.

The Division of Codes and Standards within the Department of Community Affairs (DCA) provides data on Certificates of Occupancy and demolition permits for residential and non-residential development. The New Jersey Construction Reporter also contains data on building permits, certificate of occupancy and demolition data that is supplied by the municipal construction officials on a monthly basis. The New Jersey Construction Reporter has data dating which is used below to show Edgewater’s historic development trends.

As shown in the table below, a total of 1,628 residential units were built between January of 2014 and December 2023. During the same time period, a total of 369 residential units were demolished, for a net increase of 1,259 units. The most significant trend in the Borough is the demolition of a single-or two-family home and construction of a new two-family duplex in its place. Another trend is the demolition of older industrial and commercial uses and construction of residential multi-family units or mixed-use developments.

C.O.s and Demolitions. Based on the historical trend of demolition and certificates of occupancy, 1,259 new units were built over a 10-year period. That results in approximately 126 new units per year. Based on this historic trend, over a ten-year period, the Borough would expect to issue 1,259 new certificates of occupancy.

NUMBER OF RESIDENTIAL BUILDING PERMITS											
TYPE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Single	19	6	15	17	15	28	3	4	7	N/A	4
Multi	146	155	67	295	36	6	192	39	10	N/A	185
Total	165	161	82	312	51	34	195	43	17	N/A	189

Source: New Jersey Department of Labor

RESIDENTIAL CERTIFICATES OF OCCUPANCY				
	1&2 family	Multifamily	Mixed use	Total
2014	7	186	0	193
2015	32	0	0	32
2016	11	121	0	132
2017	21	0	0	21
2018	15	411	0	426
2019	0	618	0	618
2020	9	0	0	9
2021	3	107	0	110
2022	6	12	0	18
2023	11	58	0	69

Source: NJDCA Construction Reporter

RESIDENTIAL DEMOLITION PERMITS				
	1&2 family	Multifamily	Mixed use	Total
2014	21	6	0	27
2015	10	245	0	255
2016	12	1	0	13
2017	7	8	0	15
2018	14	1	0	15
2019	22	0	0	22
2020	2	3	0	5
2021	10	0	0	10
2022	2	0	0	2
2023	2	3	0	5

Source: NJDCA Construction Reporter

NET # OF RESIDENTIAL UNITS			
Year	COs	Demos	Net Units
2014	193	27	166
2015	32	255	-223
2016	132	13	119
2017	21	15	6
2018	426	15	411
2019	618	22	596
2020	9	5	4
2021	110	10	100
2022	18	2	16
2023	69	5	64

Source: NJDCA Construction Reporter

NJTPA Projections. Projecting into the future, the NJTPA projects the Borough will grow to 16,625 residents by the year 2050. Based on the population in the 2020 census – 14,336 persons – and the NJNTPA projection for 2050, the Borough is expected to grow by approximately 76.3 people per year. Between 2025 and 2035, at a rate of 76.3 people per year and an assuming an average household size holding steady at 2.1 people per household, over the next ten-year period, Edgewater is projected to issue 379 new certificates of occupancy. This analysis does not reflect all the new housing that will be generated in inclusionary housing projects discussed later in this Housing Plan Element.

Fair Share Plan

The Fair Share Plan contains the following information:

- Description of existing credits intended to satisfy the obligation;
- Description of mechanisms that will be used to meet any outstanding obligation; and
- An implementation schedule for units to be provided.

ROUND 4 HOUSING ELEMENT AND FAIR SHARE PLAN

In adopting its housing element, a municipality may provide for its fair share of low and moderate income housing by means of any mechanism or combination thereof that provide a realistic opportunity for the provision of their fair share obligation. As per N.J.A.C. 5:93, these potential mechanisms include, but are not limited to:

- Rehabilitation of existing substandard housing units;
- Elderly Cottage Housing Opportunity units (as a Rehabilitation credit);
- Municipally-sponsored and 100% affordable developments;
- Zoning for inclusionary development;
- Alternative living arrangements;
- Accessory apartment program;
- Purchase of existing homes;
- Write-down/buy-down programs; and
- Assisted living residences.

Regional Income Limits. Regional income limits are provided by COAH based on the median gross household income in the COAH region in which the household is located. Dwelling units are affordable to low and moderate income households if the maximum rent or sales price is within their ability to pay such costs based on a formula determined by COAH. The baselines are 80%, 50%, and 30% - meaning that a moderate income household is a household with a gross household income equal to or greater than 50% but less than 80% of the median gross regional income; a low income household is a household with a gross household income equal to 50% or less of the median gross regional income; and a very-low income household is a household with a gross household income equal to 30% or less of the median gross regional income. Edgewater is located in Region 1, containing Bergen, Hudson, Passaic, and Sussex County.

The Regional Income Limits are included in the table below. Currently, a four-person household that has an income of more than \$57,825 and up to \$92,519 is considered to be moderate income. Low-income is considered to be a four-person household that has an income more than \$34,695 to \$57,825. A four-person household that has an income of \$34,695 or less is considered to be very-low income.

2025 REGIONAL INCOME LIMITS REGION 1					
Income	Household Size				
	1 Person	2 Person	3 Person	4 Person	5 Person
Median	\$89,100	\$101,800	\$114,500	\$127,200	\$137,400
Moderate	\$71,280	\$81,440	\$91,600	\$101,760	\$109,920
Low	\$44,550	\$50,900	\$57,250	\$63,600	\$68,700
Very Low	\$26,730	\$30,540	\$34,350	\$38,160	\$41,220

Source: www.nj.gov/dca/hmfa/about/regulations/docs/UHAC_Income%20Limits.pdf

Affordable Housing Round 3 “Lookback”

The following table represents Round 3 approved Compliance Mechanisms. The Borough was approved for a total of 630 affordable housing credits towards its Prospective Need of 624 units, therefore exceeding the Prospective Need by 6 units, as shown in the table below.

624 units	Project	Mechanism	Status	Type of Affordable Unit			Type of Bonus Credit			Total Credits/ Units	
				Family Rental units	Sale units	Age-restricted units	Rental Bonus to General Public	Redevelopment Bonus	Age-restricted Bonus		
Gap & Prospective Need	38 COAH	100% Affordable	occupied	39			38			77	
	Waterford Towers	Inclusionary Zoning	occupied	77			77			154	
	Winterburn Gardens	100% Affordable	occupied	21			21			42	
	575 River Road	Inclusionary Zoning/ Use Variance	approved	55						55	
	27 Dempsey Avenue	Senior/ Age-Restricted	occupied			27				27	
	1000 Portside Drive	Inclusionary Zoning/Use Variance	approved	2						2	
	345 Undercliff Avenue	Inclusionary Zoning	occupied	6			6			12	
	615 River Road (east side)	Inclusionary Zoning	proposed	180						180	
	MB Edgewater	Inclusionary Zoning	approved	7			7			14	
	180 Old River Road	Inclusionary Zoning	approved	15						15	
	163, 135 Old River Rd/ 114 River Rd	Inclusionary Zoning	approved	22						22	
	75 Edgewater Place	100% Affordable	occupied	7			7			14	
	79 Edgewater Place	100% Affordable	occupied	5						5	
	85 Edgewater Place	100% Affordable	occupied	4						4	
	377 Undercliff Avenue	100% Affordable	occupied	7						7	
	TOTALS				447	0	27	156	0	0	630
					Actual Built Units			474	Bonus Credits		156

A lookback at the compliance mechanisms for the Third Round Units is as follows:

Project	Mechanism	Status	# Units	Expected Date of Completion
38 COAH	100% Affordable	occupied	38	occupied
Waterford Towers	Inclusionary Zoning	occupied	77	occupied
Winterburn Gardens	100% Affordable	occupied	21	occupied
27 Dempsey Avenue	Senior/ Age-Restricted	occupied	27	occupied
345 Undercliff Avenue	Inclusionary Zoning	occupied	6	occupied
75 Edgewater Place	100% Affordable	occupied	7	occupied
79 Edgewater Place	100% Affordable	occupied	5	occupied
85 Edgewater Place	100% Affordable	occupied	4	occupied
377 Undercliff Avenue	100% Affordable	occupied	7	occupied
1000 Portside Drive	Inclusionary Zoning/Use Variance	approved	2	2022
MB Edgewater	Inclusionary Zoning	approved	7	2022
163, 135 Old River Rd/ 114 River Rd	Inclusionary Zoning	approved	22	2023
180 Old River Road	Inclusionary Zoning	approved	15	2024
615 River Road (east side)	Inclusionary Zoning	approved	180	2025
575 River Road	Inclusionary Zoning/ Use Variance	approved	55	2025

An update on those projects that were in “approved” status at the time of the approval of the Round 3 plan are as follows:

1000 Portside Drive
Block 67, Lot 1.02
 .88 acres



Source: Google Earth

1000 Portside Drive is a 91-unit multi-family residential building that received approvals in June of 2016. Two (2) affordable housing units have been provided on site and affirmatively marketed and occupied by COAH income-eligible households. The site is currently zoned R-3 Multi-Family Residential. Three (3) units were purchased at 341 Undercliff Avenue to help fulfill the developer's obligation and meet the bedroom distribution as required by U.H.A.C. The units consist of two 3-bedroom units and one 2-bedroom unit at 341 Undercliff. Six (6) units were purchased at 345 Undercliff Avenue by 1000 Portside Drive to help fulfill the developer's obligation and meet the bedroom distribution as required by U.H.A.C. The units consist of five 3-bedroom units and one 2-bedroom unit.

MB Edgewater
Block 93, Lot 1.01, 2.02, and 3.03
 .8276 acres



Source: Google Earth

This site is located in the MXD-3 Mixed Use District. This site was approved in 2016 for 58 residential units with 7 affordable housing units.

An agreement was made between MB Edgewater, LLC, 340 Undercliff LLC, Fair Share Housing Center, and the Borough of Edgewater of the transfer of those seven (7) units from the MB Edgewater property

to 340 Undercliff Avenue. The final agreement resulted in a total of eight (8) affordable housing units at the 340 Undercliff Avenue site. The developer’s agreement is included in the appendix, as well as the deed restrictions for the units.

163/135 Old River Road/ 114 River Road

Block 89, Lot 4

1.77 acres



Source: Bing Maps
Outline of property is approximate

161/135 Old River Road and 114 River Road is located in the MXD-3 Mixed Use District, with a requirement of a 15% minimum set aside of affordable housing units. This site is 1.77 acres and was approved for 15-story building (where 9 stories is permitted), consisting of a 170-room hotel; 150 residential units; and a restaurant. A total of 22 affordable housing units are included in the 150 residential units. The site was involved in litigation since the time of the original approval in 2023. The approval was upheld in court, so construction is expected to begin in 2025.

180 Old River Road

Block 89, Lot 4

1.069 acres



Source: Google Earth, 2025



Source: Bing Maps, 2019
Outline of property is approximate



Source: Bing Maps, 2025
Outline of property is approximate

180 Old River Road was rezoned from MXD-1 to the MXD-2 District, with a requirement of a 15% minimum set aside of affordable housing units. This effectively also increased the permitted density on site from 50 du/ac to 100 du/ac. This site is 1.069 acres and was approved for a total of 100 residential units, which includes 15 affordable housing units. As can be seen in the photo above, the site has been cleared and is ready for construction.

615 River Road
Block 76, Lots 1 & 5
14.25 acres

This site was rezoned to Affordable and Market Rate Mixed-Use, Multi-family Housing in the 615 River Road Redevelopment Plan in 2020. The Redevelopment Plan allows multi-family residential at a density of 84 du/ac for family units with a 15% set-aside. This property received site plan approvals in 2021. A total of 1200 residential units were approved, with 180 being affordable housing units.

Round 4 Affordable Housing Obligation of Edgewater

The components of Edgewater’s Fair Share Obligation consists of six (6) units for the Present Need and 295 units for Prospective Need. The 6-unit component of the fair share is commonly referred to as the rehab component of the fair share because it can be satisfied, at the municipality’s exclusive discretion, with a rehab program.

A Vacant Land Adjustment (VLA) was conducted as part of the Round 4 analysis, and resulted in a Realistic Development Potential of zero (0) affordable housing units.

A municipality may not satisfy more than 30 percent of the affordable housing units, exclusive of any bonus credits, to address its prospective need affordable housing obligation through the creation of age-restricted housing. A municipality shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its prospective need affordable housing obligation through the creation of housing available to families with children and otherwise in compliance with the requirements and controls established pursuant to section 21 of P.L.1985, c.222 (C.52:27D-321). A municipality shall satisfy a minimum of 25 percent of the actual affordable housing units, exclusive of any bonus credits, to address its prospective need of its affordable housing obligation, through rental housing, including at least half of that number available to families with children. All units referred to in this section shall otherwise be in compliance with the requirements and controls established pursuant to section 43 21 of P.L.1985, c.222 (C.52:27D-321).

The components of the Borough of Edgewater’s Fair Share Obligation will be met in the following manner.

Present Need Obligation: 6 units

Edgewater has a 6-unit present need obligation. The Borough’s efforts to meet its present need will include a municipal rehabilitation program which will be administered by the Edgewater Housing Authority. This program via the Edgewater Housing Authority has been successful in the past.

Prospective Need Obligation: 295 units

Edgewater has a 295-unit prospective need obligation from 2025 to 2035. The Prospective Need Obligation will be addressed in the following manner:

Prospective Need 295 units	Project	Mechanism	Status	Type of Affordable Unit				Total Credits/ Units
				Family Rental units	Sale units	Age-restricted units	Bonus Credits	
	1339 River Road	inclusionary zoning/set-side ordinance	approved	5				5
	8 Somerset	Redevelopment /senior	occupied			75		75
	A-Home(435, 437, 439 Undercliff)	Market-to-Affordable	occupied		11			11
	Quanta + 225 River Rd	Inclusionary Zoning (105 du/ac)	proposed	259				259
	TOTALS			209	11	75	0	350

1339 River Road

Block 17, Lots 1, 2, 3.01, 3.02

Block 18, Lots 1.03 and 2.01

4.5 acres



Source: Google Maps
Outline of property is approximate

1339 River Road was subject to a site plan approval in 2023. That approval resulted in the set-aside of 5 affordable housing units, all subject to UHAC guidelines. The site has not been constructed to date, however, the developer is applying for an amended site plan approval in 2025 after completing site due diligence. It is expected construction will begin in either late 2025 or early 2026.

8 Somerset Lane

Block 99, Lot 1.19

.3 acres (13,068 sq feet)



Source: Google Earth

8 Somerset Lane was originally part of a mixed-use development that was subject to a Redevelopment Plan prepared by the Borough. The overall development was approved in early 2008. The residential component of the total Development site consists of 495 total units. The 75 1-bedroom affordable units on this site were constructed as part of this overall development. The site with the 75 affordable units was subdivided off into a smaller parcel consisting of .3 acres.

To date, thirty-three (33) of the units have been affirmatively marketed and occupied by income-qualifying senior units. It is expected the forty-two (42) remaining units will convert over to senior units by 2025.

435, 437, 439 Undercliff Avenue

Block 50, Lot 4; Block 50, Lot 6

435 Undercliff Ave.; 437/439 Undercliff Ave.

.1074 acres; .0954 acres



Source: Bing Maps
Outline of property is approximate

A-Home (Affordable Housing of Metropolitan Edgewater) is the owner of the buildings located at 435-437 and 439 Undercliff Avenue. These buildings were purchased by a local developer and sold to A-Home to help satisfy the developer’s affordable housing obligation as market-to-affordable. The property consists of 3 buildings totaling 18 units. The buildings were purchased by A-Home with the intent of rehabilitating the rental units and converting them to condos through attrition, so as to not displace the current residents living in these units. Eleven (11) units have been converted to condos

and sold under COAH's income guidelines. They have all been sold on a COAH mandated sliding scale of income limits, and are deed-restricted for 30 years. Its current zoning is R-2 Single- and Two-Family Residential.

Quanta – 145 River Road + 225 River Road, Unit B

Block 95, Lot 1/ Block 91, Lot 1

13.3 acres/ 3.14 acres



Source: Bing Maps
Outline of property is approximate

The Borough of Edgewater has zoned this property under the R-5 District at a density 105 du/ac for family units with a 15% set-aside. This site will provide 259 affordable housing units at a 15% set-aside. Contained within the appendix is the Letter of Intent from the developer that this site is ready to make an application for site plan approvals. It would be expected these units would be built in approximately 4 years.

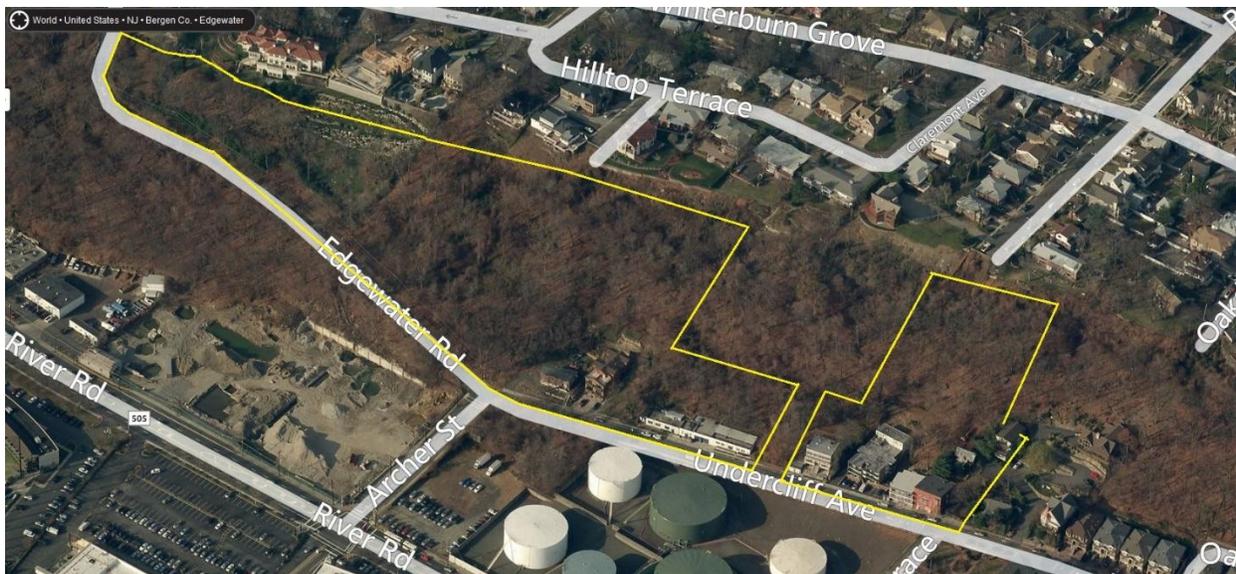
Affordable Housing 2 District

Block 78, Lots 3, 4, 4.01, 5, 6, 8, 9.01, 9.02, 10, 12, 13

Block 79, Lots 1, 2.01, 2.02, 2.03, 2.04, 3, 4, 5

8.7 acres

The Borough of Edgewater has adopted an affordable housing zone. The AH-2 zone contains a series of properties that appear to be ripe for development and/or redevelopment. The overall land area is 8.7 acres, and at a density of 12 du/ac, the site could produce 105 units, with a 15% set-aside of 16 affordable housing units.



Source: Bing Maps
Outline of property is approximate

SUMMARY

The Borough of Edgewater will have a total of 350 units in Round 4 to apply to its obligation of 295 units, which results in a total of 55 credits that can be applied to the next round’s Affordable Housing Obligation.

Multigenerational Family Housing

The HEFSP is to include an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20).

Paragraph (1) of subsection f. of section 1 To prepare and adopt recommendations on how State government, local government, community organizations, private entities, and community members may most effectively advance the goal of enabling senior citizens to reside at the homes of their extended families, thereby preserving and enhancing multigenerational family continuity, through the modification of State and local laws and policies in the areas of housing, land use planning, parking and streetscape planning, and other relevant areas.

To date, there have been no recommendations adopted by the Multigenerational Family Housing Continuity Commission, so therefore, it would be impossible to analyze Edgewater’s HEFSP in this manner.

Consistency with State Plan

The New Jersey State Development and Redevelopment Plan (SDRP), or State Plan, is in the process of being updated. The update is overseen by the Office of Planning Advocacy (OPA) and the State Planning Commission (SPC). The preliminary plan was released on December 6, 2024. There will be six (6) hearings on the SDRP before final adoption.

The Edgewater HEFSP is generally consistent with the Draft SDRP as it is consistent with the Housing Goal contained within the SDRP: provide an adequate supply of housing for residents of all ages and incomes in communities of their choosing that meet their needs and offer ready access to the full range of supportive goods and services.

APPENDIX

1. Vacant Land Adjustment
2. 1000 Portside Drive
 - a. Resolution of Approval
 - b. Deed Restriction
 - c. Affirmative Marketing Plan
3. MB Edgewater (River Road/Old River Road)
 - a. Affordable Housing Agreement
 - b. Deed Restrictions – 340 Undercliff, Units 3B, 14B, 5B, 8A, 8B, 9B, and 10A
4. 163/135 Old River Road / 114 River Road
 - a. Resolution of Approval
5. 180 Old River Road
 - a. Resolution of Approval
6. 615 River Road
 - a. Resolution of Approval
7. 575 River Road
 - a. Resolution of Approval
8. 1339 River Road
 - a. Resolution of Approval
9. 8 Somerset Lane
 - a. Resolution of Approval
 - b. Deed Restriction
 - c. Affirmative Marketing Plan
10. A-Home - 435, 437, 439 Undercliff Avenue
 - a. Deed Restriction
 - b. Affirmative Marketing Plan
11. Quanta – 145 River Road + 225 River Road, Unit B
 - a. Letter of Intent



GREGORY ASSOCIATES
Specializing in Planning & Development Consulting ^{LLC}

VACANT LAND ADJUSTMENT

ROUND 4

EDGEWATER, NJ

June 2025

INTRODUCTION

This Vacant Land Adjustment (VLA) analysis has been prepared in accordance with the methodology set forth by relevant sections of the Substantive Rules of the Council on Affordable Housing (N.J.A.C. 5:97 et seq.). Edgewater Borough has very few vacant developable parcels that are suitable for development with affordable housing. Based upon this observation, it is prudent to calculate the Realistic Development Potential (RDP) of the existing vacant parcels that are suitable for development with affordable housing in order to obtain a reasonable estimate of the number of affordable housing units that could be constructed.

This analysis includes an inventory of vacant and undeveloped parcels by lot and block, with information on property ownership, acreage, and constraints in accordance with N.J.A.C. 5:97-5.2. Consequently, all parcels identified as public, vacant or farm-qualified in the Borough's tax assessment records are listed in the public, vacant and farm-qualified land inventory tables at the end of this document. Public, vacant and farm-qualified sites have also been mapped on the accompanying public, vacant and farm-qualified land inventory map entitled "Vacant Land Adjustment Map" located at the end of this document. This VLA analysis was prepared using 2025 NJPM tax data and NJDEP environmental constraints GIS data.

The Borough is split evenly between the Planning Area 1 (PA1), Metropolitan Planning Area to the east and the New Jersey Meadowlands Planning Area to the west. A small section of Planning Area 6, Park lands, exists in the northern portion of the Borough.

PERMITTED EXCLUSIONS

COAH regulations establish the criteria by which sites or portions of sites in a municipal vacant or farm-qualified land inventory may be excluded from the calculation of the municipality's realistic development potential (RDP). Environmentally sensitive areas may be excluded from consideration. These include flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site, or portion of a site, unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Vacant lots under development as part of an approved subdivision or properties that received site plan approval for development may also be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP.

The public, vacant and farm-qualified land inventory table in Attachment A provides a parcel-by-parcel description of the exclusions that have been made pursuant to COAH's regulations. The general categories of exclusions are summarized as follows:

1. Small Sites. A large number of the sites listed in the vacant land inventory consist of small vacant lots that are too small to be realistically developed with an inclusionary development, and have been eliminated pursuant to N.J.A.C. 5:93-4.2(c)2.

The minimum presumptive density in calculating the RDP is six (6) units per acre. Additional criteria include that a qualifying parcel must be able to contain a minimum of 5 dwelling units. Given these two parameters the minimum qualifying parcel size is 0.625 acres, as calculated below:

$$5 \text{ units} / 6 \text{ du/ac} = 0.833 \text{ acre minimum parcel size}$$

In accordance with this threshold figure, properties with less than 0.833 acres have been excluded from this analysis.

2. Environmental Constraints. Environmentally constrained lands may be eliminated pursuant to N.J.A.C. 5:93-4.2(e)2. Environmental constraints fall into the following three categories:
 - a) Wetlands. Any portion of parcel that contains wetlands areas mapped by the NJDEP was excluded from this analysis. In addition, a 50-foot wetlands transition area was assumed to be required adjacent to all wetlands areas. Therefore, this transition area was also excluded from this analysis.
 - b) Flood Hazard Areas. COAH regulations permit flood hazard areas as defined in N.J.A.C. 7:13 and mapped by the NJDEP to be eliminated from the developable land acreage of properties included in the vacant and farm-qualified land inventories. If there is no State study of the flood hazard area and the flood drainage is fully developed, the municipality may use the most recent flood insurance maps to determine the flood hazard area. Consequently, Cranford has used FEMA Flood Insurance Rate Map data to map the flood hazard area within the Borough. These areas are shown in the accompanying mapping.
 - c) Steep Slopes. COAH regulations allow slopes of greater than fifteen (15) percent to be excluded from the calculation of the RDP.
3. Access. Sites may be eliminated due to inadequate access. None of the sites, included in this VLC, were eliminated for the sole reason of inadequate access.
4. Association-Owned Properties and Dedicated Open Space. Association-owned properties and dedicated open space may be considered undevelopable.
5. Approved Site Plans, Development Applications, and Development Activity. Parcels with approved site plans, pending development applications and current development activity may be considered undevelopable.
6. Incompatible Land Uses. Sites adjacent to industrial or other uses that are not compatible with residential development may be considered undevelopable. None of the sites, included in this VLC, were eliminated due to incompatible land uses.

7. Public Sites. Publicly-owned sites are listed in the Public Lands Inventory in Attachment A. Most municipal sites have been excluded in accordance with COAH's criteria, with the exception of Block 701, Lot 1.

The regulations stated under N.J.A.C. 5:93-4.2 allow a municipality to reserve up to three (3) percent of its "developed and developable acreage" for future recreation sites, as well as up to three (3) percent of the municipality's total land surface for conservation, parklands, and open space. The Borough reserves the right to reserve land for these purposes at any time in the future, if it is eligible to do so.

RDP CALCULATION

After careful review of the Borough's public, vacant and farmland parcels, no parcels qualified. Therefore, the Borough's RDP is 0.

SUMMARY AND CONCLUSION

This analysis reveals that the Borough of Edgewater has a third-round RDP of zero (0) affordable housing units.

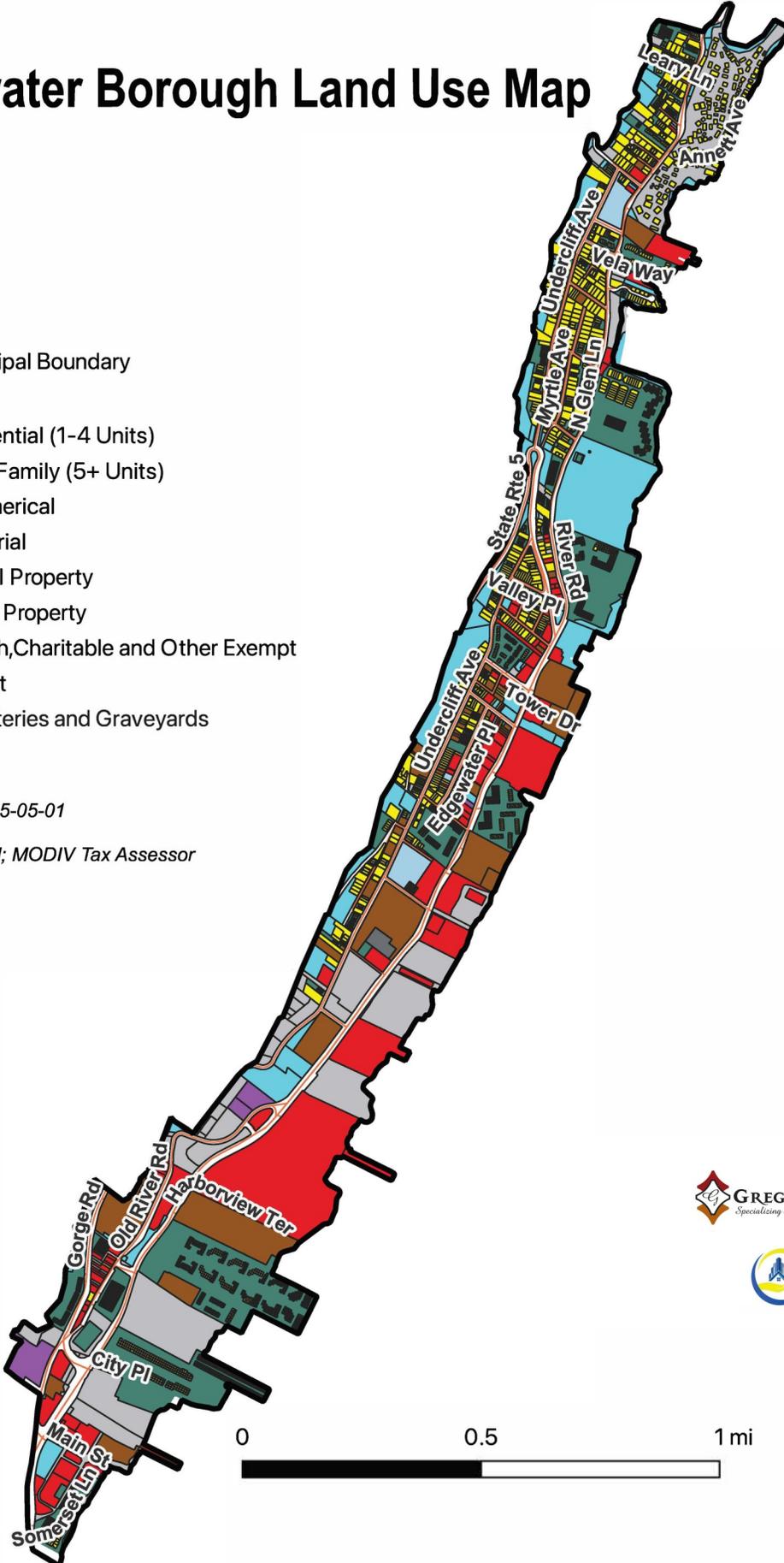
Edgewater Borough Land Use Map

Legend

-  Municipal Boundary
-  Residential (1-4 Units)
-  Multi-Family (5+ Units)
-  Commerical
-  Industrial
-  School Property
-  Public Property
-  Church,Charitable and Other Exempt
-  Vacant
-  Cemeteries and Graveyards

Prepared: 2025-05-01

Source: NJGIN; MODIV Tax Assessor



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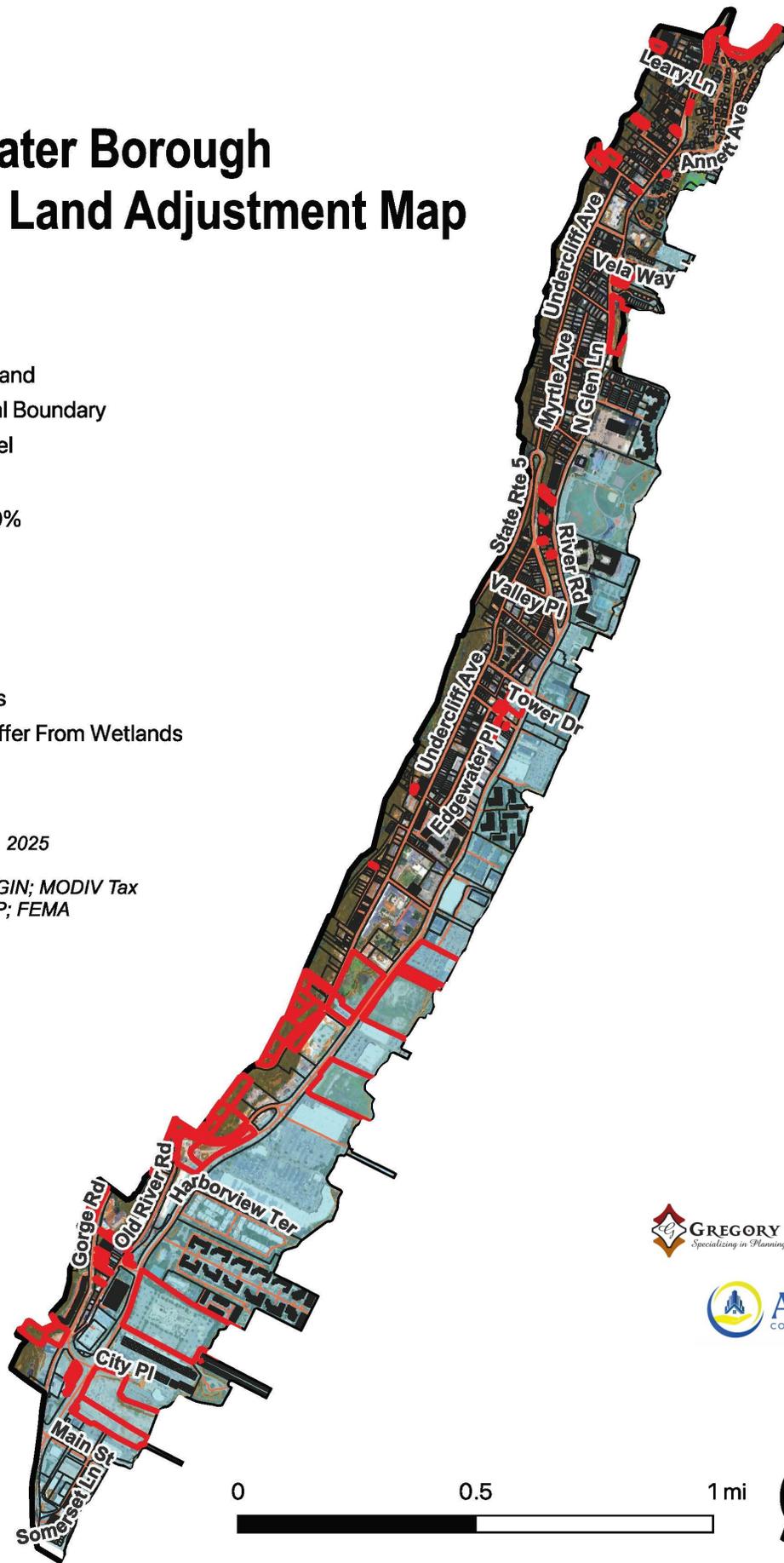
 **ACUITY**
CONSULTING SERVICES

Edgewater Borough Vacant Land Adjustment Map

-  Vacant Land
-  Municipal Boundary
-  Tax Parcel
- Steep Slope
 -  15% - 20%
 -  20% +
- Flood Zone
 -  AE
 -  VE
-  Wetlands
-  50FT Buffer From Wetlands

Prepared: May 1, 2025

Data Source: NJGIN; MODIV Tax Assessor; NJDEP; FEMA



Ex. A

**ZONING BOARD OF ADJUSTMENT
OF THE BOROUGH OF EDGEWATER**

RESOLUTION OF MEMORIALIZATION AS TO OFFICIAL ACTION

In the Matter of the Application of
Kray Plaza, LLC for Variance and Site Plan
Approvals for 1000 Portside Drive,
Block 67, Lot 1.02
Application No. BADV 16/003

WHEREAS, Kray Plaza, LLC ("Applicant") is the owner of the property located at 1000 Portside Drive, identified as Block 67, Lot 1.02, as shown on the current Tax Assessment Map of the Borough of Edgewater (the "Property"); and

WHEREAS, Applicant has filed an application with the Zoning Board of Adjustment of the Borough of Edgewater (the "Zoning Board") for site plan and variance approvals to allow for certain site improvements including the removal of the existing office structure and the construction of a multifamily structure with parking and ancillary facilities; and

WHEREAS, following a determination that the Applicant's notices were sufficient, the public hearing was held on June 15, 2016; and

WHEREAS, the Applicant presented testimony by:

1. Mr. Vijay Kale, R.A., a licensed architect in the State of New Jersey, who was qualified in the field of architecture.

2. Mr. Hal Simoff, P.E., a licensed engineer and planner in the State of New Jersey, who was qualified as an expert in the field of civil engineering, traffic and planning, and

3. Mr. Kevin Ochab, P.P., a licensed planner in the State of New Jersey, who was qualified as an expert in the field of planning, and

WHEREAS, the Applicant was represented by James Demetrakis, Esq., and

WHEREAS, there were no members of the public that appeared to question Applicant's witnesses and express any objections or comments; and

WHEREAS, the following documents were submitted into evidence:

- The list of plans as set forth in the letter of transmittal to the Board dated February 4, 2016 a copy is attached and made part of this resolution
- Vijay Kale architectural site plan dated January 18, 2015
- Photographs and site lines study and aeriails

WHEREAS, the Board is in receipt of reports from its planner, Kathryn M. Gregory, and engineer, CME and said reports are incorporated into this Resolution by reference.

WHEREAS, The Board considered and accepted the Physical Impact Analysis prepared by Ken Ochab, dated March 15, 2016, the Traffic Impact Study prepared by Hal Simoff,, P.E. dated April 12, 2016 a copy of these reports are made part of this resolution. The opinions and findings in these reports were accepted by the Board and considered along with testimony in reaching its decision to approve this application and grant the variances requested.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Adjustment of the Borough of Edgewater that the following findings of fact and conclusions are made or reached, respectively by the Board:

1. That all of the "Whereas Recitals" and exhibits attached set forth above are incorporated as if set forth at length herein, as part of the Board's findings. In addition, a copy of the transcript of the proceedings is attached and made part of this resolution.
2. That the Application, plans, reports and documents submitted to the Board accompanying same are made as part of the record and form the basis of the granting of final site plan approval and variance relief.
3. The Applicant appeared at the special meeting of June 15, 2016.
4. The Applicant is seeking both D variances and C Variances as set forth in the Application, the Ochab reports, and the reports of Kathryn Gregory, dated April 2016.
5. A D-5 density variance is required for building density. When considering a D-5 density variance, the Applicant must show that the site will accommodate problems associated with a proposed use with greater density and height than is permitted.
6. A D-6 height variance is required for building height. When considering a D-6 variance the Coventry Square v. Westwood and Grasso v. Spring Lake Heights cases are used which require that the site accommodate the potential problems associated with a height greater than the ordinance and that a taller structure than permitted with the ordinance would be consistent with the neighborhood. In addition the proposed applicant must demonstrate that the proposed variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the master plan and zoning ordinance.
7. The Board is satisfied that the height and density as proposed are consistent with the neighborhood, the site can accommodate such height, and such variance can be granted without detriment to the public good. The Board also took notice that the position and height of the proposed structure increased the visibility by the public to the Hudson River and New York City skyline and reduced the impact to the neighboring and surrounding residential structures.

8. With respect to the C variances requested, the board finds that the Applicant's proposed changes to the property will have no negative impact on the adjoining properties and will continue to provide continuity in the look of the neighborhood and there is no substantial impact on the zoning plan or the neighborhood.

9. The variances and site plan approvals that were requested were discussed by the Board together with the special reasons and other factors set forth in the Ken Ochab Reports, and testimony from Ken Ochab and Hal Simoff. The discussions by the Board and The Applicant's consultants are set forth in the transcripts of the proceedings attached and made part of this resolution.

10. The Board hereby determines all statutory requirements including without limitation, "special reasons", and were fully met and satisfied to grant final site plan approval and variance relief.

11. The Board was also aware that the application is consistent with the Master Plan of the Borough of Edgewater. The Board also considered that the existing and temporary office structure was maintained while development along River Road was ongoing.

12. These developments now being completed the office structure in the midst of the residential development is no longer needed and an inconsistent use in the area and abutting developments.

13. The Board was also aware and supported the change of use from office use to residential use to bring this property's (Application) use into compatibility with the abutting and surrounding residential uses.

14. The Applicant will enter into a Developer's Agreement in connection with the final site plan approval. Further, the Applicant shall comply with all building codes and Ordinances of the Borough of Edgewater in connection with the final site plan approval. The Applicant shall obtain all necessary governmental approvals from any other agencies in connection with the final site plan approval.

NOW, THEREFORE, BASED ON THE FOREGOING FINDINGS AND CONCLUSIONS, BE IT RESOLVED by the Edgewater Board of Adjustment as follows:

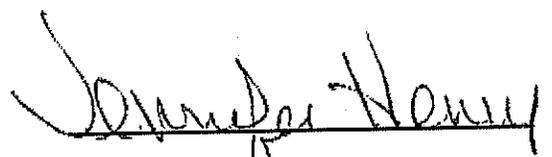
The variance relief and site final approval requested from the Board in this matter is approved.

BE IT FURTHER RESOLVED, that notice of this decision shall be published in the official newspaper of the Borough of Edgewater.

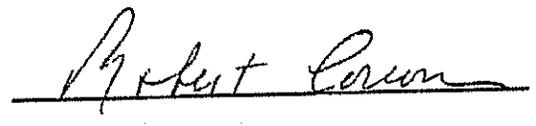
BE IT FURTHER RESOLVED, that the members of the Board of Adjustment who voted in favor of such variances do hereby memorialize and confirm the foregoing findings of fact, determinations and conclusions set forth in this Resolution of Memorialization as the "official action" taken by the Board of Adjustment of said date, in accordance with the provisions of N.J.S.A. 40:55D-10(g)(2) of the New Jersey Municipal Land Use Law this 6 day of July, 2016.

ATTEST:

SO APPROVED:



JENNIFER HENRY, Secretary



Robert Corcoran, acting Chairperson

Ford. - and.
Meagher -
Holowacz.
Thomson -
Kocher.
Corcoran. Motion

After Recording Return To:

Prepared by: _____

Deed Restriction

THIS DEED RESTRICTION, entered into as of this ____ day of June 2025, by and between the **Borough of Edgewater**, with offices at 55 River Road Edgewater, NJ 07020 (“Municipality”), and **Kray Plaza LLC** whose mailing address is 125 River Road, Suite 301, Edgewater, New Jersey 07020, the developer/sponsor (the “Owner”) of a residential project which shall include two (2) low and moderate-income rental units (the “Project”).

This Deed Restriction is made as of June ____, 2025 by the Borough of Edgewater and approved by the Mayor and Council in accordance with the Resolution of Approval attached hereto as Schedule A.

WITNESSETH

Article 1. Consideration

In consideration of the sum of \$1.00 and other good and valuable consideration received, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, limited to the two (2) units more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of the Borough of Edgewater, County of Bergen, State of New Jersey, and described more specifically as Block ____, Lot ____, and known by the street address:

1000 Portside Drive
Edgewater, New Jersey.

More specifically designated as: the following two listed units which are the only units subject to this Deed Restriction:

<u>Unit Number</u>	<u># of Bedrooms</u>	<u>Very-Low/Low/Moderate Income</u>
203	One (1)	Moderate
204	One (1)	Low

Article 3. Affordable Housing Covenants

The following covenants (the “Covenants”) shall run with the land for the period of time set forth below (the “Control Period”), determined separately with respect for each dwelling unit,

commencing upon the date on which the first certified household occupies the units, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the date that is thirty (30) years from the date of first occupancy of the units; provided, if applicable, however, that:

- A. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least ten years.
- B. Any unit that, prior to December 20, 2004, received substantive certification from COAH, part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgement or grant or contract.
- C. Upon the expiration of the appropriate time period, not to exceed thirty (30) years, this Deed Restriction shall automatically terminate and be null and void without any further requirements and/or execution of any documents whatsoever.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borough of Edgewater and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

KRAY PLAZA, LLC
By: DFT Manager, LLC, Its Managing Member

BY: _____
Joseph A. Daibes, Managing Member

APPROVED BY THE BOROUGH OF
EDGEWATER

BY: _____
Michael McPartland, Mayor

[NOTARY ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGES]

AFFIRMATIVE FAIR HOUSING MARKETING PLAN For Affordable Housing in **(REGION 1)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number DBR Management, Inc. 125 River Road, Suite 301 Edgewater, NJ 07020 (201)840-0050		1b. Development or Program Name, Address 45 River Road Urban Renewal Associates, LLC d/b/a Somerset Apartments 8 Somerset Lane Edgewater, NJ 07020	
1c. Number of Affordable Units: 75 Number of Rental Units: 76 Number of For-Sale Units: 0	1d. Price or Rental Range for Affordable Units From TBD pending Funding Source requirements To TBD pending Funding Source requirements	1e. State and Federal Funding Sources (if any) <p style="text-align: center;">Pending HUD Application</p>	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: June 2021 Occupancy: September 2021		
1h. County <p style="text-align: center;">Bergen</p>		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number Rania Fragoso 125 River Road, Suite 301 Edgewater, NJ 07020 (201)840-0050			
1k. Application Fees (if any): \$185			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

<p>2. Describe the random selection process that will be used once applications are received.</p> <p>a) The random selection process will comply with the Uniform Housing Affordability Controls - NJAC 5:80-26.1 et seq. – (UHAC), as well as standard policies and procedures set forth by the Administrative Agent.</p> <p>b) Households that apply for affordable housing will be prescreened by the Administrative Agent for preliminary income eligibility by comparing their total income and household size to the income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.</p> <p>c) All preliminary applications received, will be processed on a "first come, first served" basis.</p> <p>d) In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ninety-five (95) pre-qualified applicants.</p> <p>e) Final applications will be mailed by the Administrative Agent to an adequate number of prequalified applicants, in priority order, for each available unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.</p>

f) Completed final applications will be forwarded to the Administrative Agent. The Administrative Agent will make a determination as to their eligibility.

g) Applicants will receive a letter from the Administrative Agent with respect to the status of their application each time a review is performed.

h) Certified applicants will be given a pre-determined amount of time to sign a lease with the owner. Renters shall be given no less than 30 days from the execution of the lease to the date of initial occupancy of that unit.

i) Applicants not processed for initial occupancy will be maintained for the purpose of addressing future vacancies.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic) Black (non-Hispanic) Hispanic American Indian or Alaskan Native
 Asian or Pacific Islander Other group:

3b. HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 1			
Daily Newspaper			
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed	Star-Ledger	Northern and Central New Jersey
TARGETS PARTIAL HOUSING REGION 1			
Daily Newspaper			
<input type="checkbox"/>		Record, The	Bergen
<input type="checkbox"/>		Jersey Journal	Hudson
<input type="checkbox"/>		Herald News	Passaic
<input type="checkbox"/>		New Jersey Herald	Sussex
TARGETS PARTIAL HOUSING REGION 1			
Non-Daily Newspaper			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<input type="checkbox"/>		Bayonne Community News	Hudson
<input type="checkbox"/>		Northern Valley Suburbanite	Northern Bergen
<input type="checkbox"/>		Teaneck Suburbanite	Teaneck, Bergen
<input type="checkbox"/>		Twin Boro News	Northern Bergen

<input type="checkbox"/>		Shopper News	Bergen
<input type="checkbox"/>		The Ramsey Reporter	Ramsey, Bergen
<input type="checkbox"/>		The Town Journal	Franklin Lakes, Bergen
<input type="checkbox"/>		The Village Gazette	Ridgewood, Bergen
<input type="checkbox"/>		Messenger	Garfield, Bergen
<input type="checkbox"/>		Observer	Hasbrouck Heights, Bergen
<input type="checkbox"/>		Weekly News	Hasbrouck Heights, Bergen
<input type="checkbox"/>		Hawthorne Press	Hawthorne, Passaic
<input type="checkbox"/>		Journal America	Passaic
<input type="checkbox"/>		Hoboken Reporter	Hoboken, Hudson
<input type="checkbox"/>		Hudson Current	Hudson
<input type="checkbox"/>		Jersey City Register	Hudson
<input type="checkbox"/>		The Shoppers' Friend	Sussex
<input type="checkbox"/>		The Commercial Leader	Lyndhurst, Bergen
<input type="checkbox"/>		North Bergen Register	Hudson
<input type="checkbox"/>		Secaucus Reporter	Secaucus, Hudson
<input type="checkbox"/>		Weehawken Reporter	Weehawken, Hudson
<input type="checkbox"/>		West New York/Union City Reporter	West New York/Union City, Hudson
<input type="checkbox"/>		Observer	Hudson
<input type="checkbox"/>		The Commercial Leader	Lyndhurst, Bergen
<input type="checkbox"/>		The Leader Free Press	Lyndhurst, Bergen
<input type="checkbox"/>		News Leader of Rutherford	Rutherford, Bergen
<input type="checkbox"/>		North Arlington Leader	North Arlington, Bergen
<input type="checkbox"/>		Our Town	Maywood, Bergen
<input type="checkbox"/>		The Ridgewood Times – Zone 2	Midland Park/Ridgewood, Bergen
<input type="checkbox"/>		The Villadom Times Midland Park	Midland Park/Ridgewood, Bergen
<input type="checkbox"/>		The Palisadian	Bergen
<input type="checkbox"/>		Aim Community News/Aim Action Ads	Passaic
<input type="checkbox"/>		Shoppers Guide to Sussex County	Sussex
<input type="checkbox"/>		Bergen News	Bergen

<input type="checkbox"/>		Press Journal	Palisades Park, Bergen
<input type="checkbox"/>		Korean Bergen News	Bergen
<input type="checkbox"/>		Sun Bulletin	Bergen
<input type="checkbox"/>		News Beacon	Paramus
<input type="checkbox"/>		Slovak Catholic Falcon	(Slovak/English) Passaic
<input type="checkbox"/>		Independence News	Passaic
<input type="checkbox"/>		Home and Store News	Bergen
<input type="checkbox"/>		Our Town	Northern Bergen
<input type="checkbox"/>		The Glen Rock Gazette	Glen Rock, Bergen
<input type="checkbox"/>		Ridgewood News	Ridgewood, Bergen
<input type="checkbox"/>		Suburban News	Northern Bergen
<input type="checkbox"/>		Town News	Northern Bergen
<input type="checkbox"/>		Wyckoff Suburban News	Wyckoff, Bergen
<input type="checkbox"/>		The South Bergenite	Southern Bergen
<input type="checkbox"/>		Secaucus Home News	Secaucus, Hudson
<input type="checkbox"/>		The Advertiser	Sussex
<input type="checkbox"/>		The Advertiser News	Sussex
<input type="checkbox"/>		Sparta Independent	Sparta, Sussex
<input type="checkbox"/>		Sussex County Chronicle	Sparta, Sussex
<input type="checkbox"/>		The Connection Newspaper	Southern Bergen
<input type="checkbox"/>		Jewish Community News	(Jewish) Bergen
<input type="checkbox"/>		Jewish Standard	(Jewish) Bergen
<input type="checkbox"/>		Avance	(Spanish) Hudson
<input type="checkbox"/>		Continental	(Spanish) Hudson
<input type="checkbox"/>		La Tribuna de North Jersey	(Spanish) Hudson
<input type="checkbox"/>		The Argus	West Paterson, Passaic
<input type="checkbox"/>		Suburban Life	Passaic
<input type="checkbox"/>		Today Newspaper	Passaic
<input type="checkbox"/>		Community Life	Northern Bergen
<input type="checkbox"/>		Wood Ridge Independent	Wood Ridge

TARGETS ENTIRE HOUSING REGION 1			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	NYC Metropolitan Area
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	NYC Metropolitan Area
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	NYC Metropolitan Area
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	NYC Metropolitan Area
<input type="checkbox"/>		13 Wpix, Inc. (Tribune) Educational Broadcasting Corporation	NYC Metropolitan Area
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	NYC Metropolitan Area
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	NYC Metropolitan Area
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	NYC Metropolitan Area, Spanish- language
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area, Spanish- language
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	New Jersey
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	Hudson Valley
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcating Corporation	Northern New Jersey, Various ethnic
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Northern New Jersey, Christian
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	NYC Metropolitan Area, Spanish- language
TARGETS PARTIAL HOUSING REGION 1			
<input type="checkbox"/>		8 WTNH Wtnh Broadcasting, Inc. (LIN TV Corp.)	Bergen
<input type="checkbox"/>		49 WEDW Connecticut Public Broadcasting, Inc.	Bergen
<input type="checkbox"/>		17 WEBR-CA K Licensee, Inc.	Bergen, Hudson (Christian)
<input type="checkbox"/>		26 WNXV-LP Island Broadcasting Company	Bergen, Hudson

<input type="checkbox"/>		32 WXNY-LP Island Broadcasting Company	Bergen, Hudson
<input type="checkbox"/>		35 WNYX-LP Island Broadcasting Company	Bergen, Hudson
<input type="checkbox"/>		39 WNYN-LP Island Broadcasting Company	Bergen, Hudson (Spanish)
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Bergen, Hudson, Passaic
<input type="checkbox"/>		60 W60AI Ventana Television, Inc.	Bergen, Hudson, Passaic
<input type="checkbox"/>		6 WNYZ-LP Island Broadcasting Co.	Bergen, Sussex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Hudson
<input type="checkbox"/>		34 WPXO-LP Paxson Communications License Company, Llc	Hudson
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Hudson (Christian)
<input type="checkbox"/>		3 WBQM-LP Renard Communications Corp.	Hudson, Sussex
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Hudson, Sussex
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Passaic, Sussex
<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Passaic, Sussex
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Sussex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Sussex
<input type="checkbox"/>		23 W23AZ Centenary College	Sussex
<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Sussex
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Sussex
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Sussex
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Sussex
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Sussex
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Sussex
<input type="checkbox"/>		64 WQPX Paxson Communications License Company, Llc (Ion Media Networks)	Sussex
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Sussex

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
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TARGETS PARTIAL HOUSING REGION 1			
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen

<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 1			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
XX	Once at the start of marketing & as needed	WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish

<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WHUD 100.7	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
<input type="checkbox"/>		WBLS 107.5	

TARGETS PARTIAL HOUSING REGION 1

AM

<input type="checkbox"/>		WEEX 1230	Bergen
<input type="checkbox"/>		WKDM 1380	Bergen, Hudson (Chinese/ Mandarin)
<input type="checkbox"/>		WMCA 570	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WNYC 820	Bergen, Hudson, Passaic
<input type="checkbox"/>		WRKL 910	Bergen, Hudson, Passaic (Polish)
<input type="checkbox"/>		WPAT 930	Bergen, Hudson, Passaic (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WINS 1010	Bergen, Hudson, Passaic
<input type="checkbox"/>		WEPN 1050	Bergen, Hudson, Passaic
<input type="checkbox"/>		WVNJ 1160	Bergen, Hudson, Passaic
<input type="checkbox"/>		WLIB 1190	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WADO 1280	Bergen, Hudson, Passaic (Spanish)
<input type="checkbox"/>		WWRV 1330	Bergen, Hudson, Passaic (Spanish)
<input type="checkbox"/>		WNSW 1430	Bergen, Hudson, Passaic (Portuguese)
<input type="checkbox"/>		WZRC 1480	Bergen, Hudson, Passaic (Chinese/Cantonese)
<input type="checkbox"/>		WQEW 1560	Bergen, Hudson, Passaic

<input type="checkbox"/>		WWRL 1600	Bergen, Hudson, Passaic
<input type="checkbox"/>		WWRU 1660	Bergen, Hudson, Passaic (Korean)
<input type="checkbox"/>		WMTR 1250	Passaic
<input type="checkbox"/>		WGHT 1500	Passaic
<input type="checkbox"/>		WNNJ 1360	Sussex
FM			
<input type="checkbox"/>		WSOU 89.5	Bergen, Hudson
<input type="checkbox"/>		WCAA 105.9	Bergen, Hudson (Latino)
<input type="checkbox"/>		WBGO 88.3	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFDU 89.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WKCR-FM 89.9	Bergen, Hudson, Passaic
<input type="checkbox"/>		WNYU-FM 89.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFUV 90.7	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFMU 91.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WNYE 91.5	Bergen, Hudson, Passaic
<input type="checkbox"/>		WRKS 98.7	Bergen, Hudson, Sussex
<input type="checkbox"/>		WRTN 93.5	Bergen, Hudson, Sussex
<input type="checkbox"/>		WHCR-FM 90.3	Bergen, Passaic
<input type="checkbox"/>		WPSC-FM 88.7	Passaic
<input type="checkbox"/>		WRHV 88.7	Passaic
<input type="checkbox"/>		WNJP 88.5	Sussex
<input type="checkbox"/>		WNTI 91.9	Sussex
<input type="checkbox"/>		WCTO 96.1	Sussex
<input type="checkbox"/>		WSUS 102.3	Sussex
<input type="checkbox"/>		WNNJ-FM 103.7	Sussex
<input type="checkbox"/>		WDHA -FM 105.5	Sussex
<input type="checkbox"/>		WHCY 106.3	Sussex
<input type="checkbox"/>		WWYY 107.1	Sussex

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF
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				READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 1				
Bi-weekly				
<input type="checkbox"/>		Al Manassah		Arab-American
Monthly				
<input type="checkbox"/>		Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 1				
Daily				
<input type="checkbox"/>		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
<input type="checkbox"/>		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>		La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>		Italian Tribune	North Jersey/NYC area	Italian community
<input type="checkbox"/>		Jewish Standard	Bergen, Passaic, Hudson Counties	Jewish community
<input type="checkbox"/>		El Especialito	Union City	Spanish-Language
<input type="checkbox"/>		El Nuevo	Hudson County	Spanish-Language
<input type="checkbox"/>		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
<input type="checkbox"/>		Su Guia	Bergen and Passaic	Spanish-Language
<input type="checkbox"/>		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>		Ukranian Weekly	New Jersey	Ukranian community
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)				
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION	
Hudson County				
<input type="checkbox"/>		United Parcel Service Inc. NY Corp	492 County Ave, Secaucus	
<input type="checkbox"/>		USPS	80 County Road, Jersey City	

<input type="checkbox"/>		Liz Claiborne Inc	1 Claiborne Ave, North Bergen
<input type="checkbox"/>		Credit Suisse First Boston LLC	1 Pershing Plz Jersey City
<input type="checkbox"/>		HealthCare Staffing and Consult	26 Journal Square, Jersey City
<input type="checkbox"/>		Ritter Sysco Food Service	20 Theodore Conrad Dr. Jersey City
<input type="checkbox"/>		Jersey City Medical Center Inc.	50 Grand St, Secaucus
<input type="checkbox"/>		Marsh USA Inc.	121 River St, Hoboken
<input type="checkbox"/>		National Retail Systems Inc.	2820 16th St North Bergen
<input type="checkbox"/>		Community Corrections Corp	Lincoln Hwy Kearny
<input type="checkbox"/>		Marine Personnel & Provisioning Inc.	1200 Harbor Blvd Weehawken
<input type="checkbox"/>		Port Authority of NY and NJ	241 Erie St. Jersey City and 120 Academy St. Jersey City
<input type="checkbox"/>		Christ Hospital Health Service	176 Palisade Ave, Jersey City
<input type="checkbox"/>		Bayonne Hospital	29th Street and Ave E, Bayonne
<input type="checkbox"/>		Salson Logistics Inc.	2100 88th St.and 7373 West Side Ave, North Bergen, NJ
<input type="checkbox"/>		National Financial Service	1000 Plaza, Jersey City
<input type="checkbox"/>		Fleet NJ Company Development Corp.	10 Exchange Place, Jersey City
<input type="checkbox"/>		Maidenform Inc	154 Ave E, Bayonne
<input type="checkbox"/>		Lord Abbett & Company	90 Hudson City, Jersey City
<input type="checkbox"/>		Liberty Health Plan Inc.	50 Baldwin Ave Jersey City
<input type="checkbox"/>		Port Imperial Ferry Corp.	Pershing Rd Secaucus
<input type="checkbox"/>		Hudson News	1305 Paterson Plank Rd, North Bergen
XX	As needed	Hackensack Meridian Health Palisades Medical Center	7600 River Rd North Bergen, NJ
<input type="checkbox"/>		Equiserve Inc.	525 Washington Blvd Jersey city
<input type="checkbox"/>		Ciricorp Data Systems Incorporated	1919 Park Ave Secaucus
<input type="checkbox"/>		Meadowlands Hospital Medical Center	Meadowlands Pkwy Secaucus
<input type="checkbox"/>		Retailers & Manufacturers Dist Marking Serv.	50 Metro Way Secaucus
<input type="checkbox"/>		Dynamic Delivery Corp	125 Pennsylvania Ave Kearny, NJ
<input type="checkbox"/>		Bowne Business Communications Inc.	215 County Ave Secaucus
<input type="checkbox"/>		North Hudson Community Action Corp.	5301 Broadway West New York 07093
<input type="checkbox"/>		Goya Foods Inc.	100 Seaview Dr. Secaucus
<input type="checkbox"/>		Cristi Cleaning Service	204 Paterson Plank Rd Union, NJ

Bergen County			
<input type="checkbox"/>		Hackensack University Medical Center	30 Prospect Ave, Hackensack, NJ 07601
<input type="checkbox"/>		Professional Employer Group Service	2050 Center Ave Ste 336 Fort Lee
<input type="checkbox"/>		County of Bergen, NJ	1 Bergen County Plaza Hackensack, NJ 07601
<input type="checkbox"/>		Society of the Valley Hospital	223 N Van Dien Ave Ridgewood
<input type="checkbox"/>		NJ Sports & Expo Authority	50 State Highway 120 East Rutherford
<input type="checkbox"/>		Merck-Medco Managed Care LLC	100 Parsons Pond Dr. Franklin Lakes 07417
<input type="checkbox"/>		Quest Diagnostics Incorporated	1 Malcolm Ave Teterboro ,NJ 07608
<input type="checkbox"/>		AT&T	15 E Midland Ave Paramus
XX	As needed	Englewood Hospital and Medical Center	350 Engle St. Englewood
<input type="checkbox"/>		Aramark Svcs Management of NJ Inc	50 Route 120 East Rutherford
<input type="checkbox"/>		Holy Name Hospital	718 Teaneck Road Teaneck
<input type="checkbox"/>		Doherty Enterprises Inc	7 Pearl Ct Allendale
<input type="checkbox"/>		Bergen Regional Medical Center	230 East Ridgewood Ave Paramus
<input type="checkbox"/>		Inserra supermarkets, Inc.	20 Ridge Rd Mahwah
<input type="checkbox"/>		Howmedica Osteonics Corp	59 Route 17 Allendale
<input type="checkbox"/>		Becton Dickinson & Company Corp	1 Becton Dr. Franklin Lakes
<input type="checkbox"/>		Pearson Education, Inc.	1 Lake St. Upper Saddle River
Passaic County			
<input type="checkbox"/>		D&E Pharmaceutical Co.	206 Macoprin Rd Bloomingdale, NJ 07403
<input type="checkbox"/>		Acme Markets	467 AllWood Rd Clifton, NJ 07012
<input type="checkbox"/>		St. Mary's Hospital	350 Boulevard Passaic, NJ 07055
<input type="checkbox"/>		Merry Maids	14 Riverside Square Mall, Bloomingdale, NJ 07403
<input type="checkbox"/>		Health Center at Bloomingdale	255 Union Ave Bloomingdale, NJ 07403
<input type="checkbox"/>		Sommers Plastic Product Co. Inc.	31 Styertowne Rd Clifton, NJ 07012
XX	As needed	St. Joseph's Hospital	703 Main St. Paterson, NJ 07503
<input type="checkbox"/>		BAE Systems	164 Totowa Rd, Wayne, NJ 07470
<input type="checkbox"/>		Drake Bakeries Inc	75 Demarest Dr, Wayne, NJ 07470
<input type="checkbox"/>		Toys R Us National Headquarters	1 Geoffrey Way, Wayne, NJ 07470

<input type="checkbox"/>		GAF Materials Corporation	1361 Alps Rd, Wayne, NJ 07470
<input type="checkbox"/>		Valley National Bank Headquarters	1455 Valley Road Wayne, New Jersey 07470

Sussex County			
<input type="checkbox"/>		Selective Insurance	40 Wantage Ave, Branchville, NJ
<input type="checkbox"/>		Andover Subacute and Rehab Center	99 Mulford Rd Bldg 2, Andover, NJ
<input type="checkbox"/>		Mountain Creek Resorts	200 State Rt 94, Vernon, NJ
<input type="checkbox"/>		County of Sussex	One Spring Street, Newton, NJ 07860
<input type="checkbox"/>		Newton Memorial Hospital Inc.	175 High St, Newton, NJ
<input type="checkbox"/>		Vernon Township Board of Education	539 State Rt 515, Vernon, NJ
<input type="checkbox"/>		F.O. Phoenix (Econo-Pak)	1 Wiebel Plz, Sussex, NJ
<input type="checkbox"/>		Hopatcong Board of Education	2 Windsor Ave, Hopatcong, NJ
XX	As needed	Saint Clare's Hospital	20 Walnut St, Sussex, NJ
<input type="checkbox"/>		Ames Rubber Corp	19 Ames Blvd, Hamburg, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
BUILDING	LOCATION
<input type="checkbox"/> Sussex County Main Library	125 Morris Turnpike, Newton, NJ 07860
<input type="checkbox"/> Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306
<input type="checkbox"/> Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973) 225-3632
<input type="checkbox"/> Bergen County Administration Building	One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
Edgewater Housing Authority 300 Undercliff Avenue Edgewater, NJ 07020	

Contact: Christine Lodato
Phone: 201-943-6000
Email: clodato@edgewaterha.org
4c. Sales/Rental Office for units (if applicable) TBD

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Jacqueline Poye
Name (Type or Print)

Authorized Representative
Title/Municipality

Signature Date

**RECORD AND RETURN:
DENISE M. TRAVERS, ESQ.
130 Summit Street
Norwood, NJ 07648**

AGREEMENT

BETWEEN

**MB EDGEWATER, LLC,
A New Jersey limited liability company,
"DEVELOPER,"**

AND

**THE BOROUGH OF EDGEWATER
A Municipal Corporation of the
State of New Jersey,
"BOROUGH"**

AND

**EDGEWATER
ZONING BOARD OF ADJUSTMENT
"BOARD"**

DATED: April_____, 2019

DEVELOPER'S AGREEMENT

This Developer's Agreement ("the Agreement"), is made this ____ day of April, 2019, by and between **MB EDGEWATER, LLC**, as the Applicant, with a principal place of business located at 224 West 30th Street, Suite 601, New York, New York 10001 Attention: Yan Zou (hereinafter referred to as "**MB EDGEWATER**" or "**DEVELOPER**") and the **BOROUGH OF EDGEWATER**, a municipal corporation of the State of New Jersey ("**BOROUGH**"), 55 River Road, Edgewater, New Jersey 07020.

WHEREAS, MB Edgewater is the present Owner/Developer of a tract of land designated as Block 93, Lots 1.01, 2.02 and 3.03, as set forth on the tax map of the Borough of EDGEWATER, which premises are also known as 143-47 Old River Road, Edgewater, New Jersey 07020 (collectively referred to as the "**SUBJECT PROPERTY**"), for which an application was filed by Mark J. Sokolich, Esq. with the Zoning Board of Adjustment ("**BOARD**") seeking Variance and Site Plan Approval from the terms of Articles and Sections N.J.S.A. 40:55D-70(d) and N.J.S.A. 40:55D-70(c)(1) and d(4) FAR variance of the Zoning Board Ordinances to construct a 9 story multi-family residential building.

WHEREAS, hearings for this Application were initially held on May 4, 2011, November 2, 2011 and December 7, 2011 after which the Board adopted a resolution memorializing its decision at its January 4, 2012 meeting; and

WHEREAS, thereafter Applicant sought to modify its approval and filed an Amended application with the Board and hearing for the amended application were held on November 4, 2015, January 6, 2015 and July 6, 2016; and

WHEREAS, the Board adopted a Resolution memorializing its approval of the initial application on January 4, 2012 and its approval of the Amended application on September 7, 2016(both Resolutions hereinafter collectively referred to as the "Resolution" or "Resolutions"); and

WHEREAS, all applicable appeal period(s), statutory or otherwise, have expired with no appeals having been filed thereby rendering both Resolutions to be unappealable; and

WHEREAS, said approval is subject to certain specific and established conditions imposed during the application process and which are binding against the DEVELOPER and the BOROUGH as more fully set forth in the Resolution, copies of which are collectively annexed hereto as Schedule "A" and which are incorporated by reference within this Agreement as if same were set forth at length herein; and

WHEREAS, it is desired by all parties to this Agreement that the improvements shown on the approved development plans shall be improved and developed in a manner that will ensure protection to the surrounding and neighboring properties, as well as to the public, public infrastructure and the public roads in and about the area to the end that the DEVELOPER'S development and the work undertaken shall result in both a desirable development and work within the BOROUGH; and

WHEREAS, DEVELOPER shall submit Performance Guarantees, pursuant to N.J.S.A. 40:55D-53 and Chapter 236 of the Borough Code to complete and maintain certain on and off-site improvements, which are identified on the engineer's estimate, dated February 4, 2019, annexed hereto as Schedule "B" (the "IMPROVEMENTS"); and

WHEREAS, these Performance Guarantees shall be furnished to the Borough in the form of a Performance Bond, Irrevocable Letter of Credit or "immediate funds" check

{i.e., certified check, etc.} and a Maintenance Guarantee, pursuant to N.J.S.A. 40:55D-53 and 53.5 and Chapter 236 of the Borough Code; and

WHEREAS, the DEVELOPER shall also furnish the BOROUGH with a deposit for inspection fees to be paid to the Borough Engineer pursuant to N.J.S.A. 40:55D-53(h); and

WHEREAS, all monies deposited by DEVELOPER with the BOROUGH shall be held in escrow and any remaining balance shall be promptly returned to the DEVELOPER upon completion of the Improvements required hereunder;

WHEREAS, the DEVELOPER acknowledges that prior to its execution of this Agreement, it has had ample and sufficient opportunity (a) to review the terms and conditions of this Agreement; (b) retain counsel to review and comment upon the terms and conditions of this Agreement; and (c) to negotiate any and all terms and conditions and otherwise make known any and all issues or concerns it has with this Agreement such that this Agreement represents the complete, final understanding and agreement of the DEVELOPER regarding the subject matter of this Agreement.

NOW THEREFORE, in consideration the sum of ONE and 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. All "**WHEREAS**" clauses, above, are incorporated herein by reference and made part of this Agreement. The DEVELOPER agrees that it shall comply with all of the conditions set forth in the Resolution of the BOARD, Schedule "A" hereto and as may be modified by this Agreement.

2. The DEVELOPER agrees that all outstanding real estate taxes that are due and owing to the BOROUGH, if any, shall be paid and brought current before DEVELOPER'S execution and delivery of this Agreement. It shall be a continuing condition of this Agreement that all real estate taxes on the SUBJECT PROPERTY shall be paid in full and current.

3. The DEVELOPER, its assignees or designees, shall commence significant construction within one (1) year after (i) the full execution of this Agreement by all parties. The DEVELOPER shall, subject to force majeure, weather conditions and other events beyond the control of the DEVELOPER, within a period of twenty-four (24) months from FINAL APPROVAL, substantially complete all of the improvements shown on the plans approved in the Resolution. The above time periods for commencement and completion shall be subject to extension due to force majeure events that reasonably delay commencement or completion.

It is further agreed that the plans approved in the Resolutions may be subject to field or other modifications. The DEVELOPER shall install such additional improvements as may be deemed reasonably necessary to effectuate the intent and purposes of the Ordinances of the BOROUGH as determined by the Board Engineer or such other appropriate agent of the BOROUGH acting within the scope of his/her/its authority. The engineer's or other licensed professional's certification on any plans represents, at a minimum, that the design standards employed in such plans meet all requirements set forth in the Ordinances of the BOROUGH. In every instance, the DEVELOPER shall be required to comply with the applicable and appropriate standards stated in the Ordinances, notwithstanding anything to the contrary in the BOARD'S approval of the plans in its Resolution.

The DEVELOPER shall not commence any construction until and unless the Property has been made safe for the public by the installation of fences, barricades, dust, soil erosion and mud abatement devices and lighting that are required by the New Jersey Uniform Construction Code or as may be necessary in the reasonable discretion of the BOARD Engineer or his inspectors in order to prevent the possibility of personal injury, property damage or nuisance. If the DEVELOPER fails to maintain such devices after commencement of construction, the Board Engineer may, upon five (5) business days' notice to DEVELOPER direct the stoppage of work unless such condition is cured within such five (5) day period. Thereafter, the BOROUGH may cause necessary protective devices to be installed at the DEVELOPER'S expense. In addition, the BOROUGH may at any time cause temporary safety devices to be installed.

If the DEVELOPER is delayed in the progress of the work by labor disputes, weather, fire, Acts of God, unusual delay in transportation, unavoidable casualties or causes beyond the reasonable control of the DEVELOPER, its assignees or designees, or any other cause which the Board Engineer, in its reasonable discretion, determine justifies delay, then the time for completion required by this Agreement may be extended for such reasonable time as the Board Engineer may determine resulted from such event (all the foregoing events being referred to collectively as "force majeure").

4. Upon (i) delivery of this executed Agreement by the respective parties hereto, (ii) prior to the issuance of a building or construction permit, and (iii) prior to any site disturbance, the DEVELOPER shall make the following deposits in cash or certified check with the BOROUGH:

a) the sum of \$10,000.00[Ten Thousand Dollars and no/100] to reimburse the BOROUGH for engineering inspection fees, as set forth in Schedule "B";

b) the sum of \$4,000.00[Four Thousand Dollars and no/100] to reimburse the BOROUGH for legal fees; and

c) Such other amounts and fees as may be required by ordinance. Pursuant to N.J.S.A. 40:55D-8.4b(1). Some of the amounts deposited pursuant to paragraphs (a) through (c), above, are to be used to reimburse the BOROUGH for the expenses incurred with respect to the professional review and inspection of the DEVELOPER'S project. These are considered estimates and the amounts required for deposit may be increased (or decreased) at the reasonably-exercised discretion of the Board Engineer and Borough Attorney from time to time so as to provide sufficient funds to effectuate the purposes of this Agreement. In the event of a surplus after the work of the project has been certified to have been completed in good and workmanlike manner and after the acceptance thereof by the Board Engineer, such surplus shall be promptly refunded to the DEVELOPER, its assignees or designees. It is understood and agreed, however, that should there be a shortage in the amounts being held in escrow for the Board Engineer and the Legal Fees, then the DEVELOPER shall be required to post that amount before any subsequent permit is issued as may be the case thereafter.

For those aspects of the above for which fees are TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS or greater, the fees may, at the option of the DEVELOPER, be paid in four (4) installments as permitted under N.J.S.A. 40:55D-53h. The initial amount deposited by the DEVELOPER shall be twenty-five (25%) percent of the fees. When the balance on deposit drops to ten (10%) percent of the fees because the amount deposited by the DEVELOPER has been reduced by the amount(s) paid to the municipality, the DEVELOPER shall make additional deposits of twenty-five (25%) percent of the fees. The Borough Engineer shall not perform any inspection if sufficient

funds to pay for those inspections are not on deposit. In the event that final approval is by phases of development, the provisions of this section shall be applied to such phase as allowed under N.J.S.A. 40:55D-38.

5. The DEVELOPER agrees that it shall repair and restore to its previous condition any off site damage to the pavement, curbs or sidewalks, occurring during the course of construction if said damage off site is caused by the DEVELOPER. The DEVELOPER shall cause to be swept clean all surrounding streets and areas which may be cluttered with debris as a result of construction. The DEVELOPER shall take all precautions for the safety of pedestrians and vehicular traffic in and around the Properties to protect the same and all persons from falling debris and to provide adequate and safe walkways as required by law, whether or not those areas are designated by the Police Department or the Construction Code Official for the protection of the general public during the course of construction.

6. (A) The DEVELOPER shall obtain and pay all premiums for and, until the work of the project is finally accepted, maintain in full force and effect, the following insurance coverages:

1) Workers compensation insurance in accordance with laws of the State of New Jersey (N.J.S.A. 34:15-1, et sec.). Any and all contractors engaged by the DEVELOPER and all subcontractors shall also have and maintain workers' compensation insurance.

2) Commercial General Liability Insurance (CGL) coverage, written on an occurrence basis, which is not to be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000.00 General Aggregate per location/per job

\$2,000,000.00	Products/Completed Operations
\$1,000,000.00	Personal Injury and Advertising Injury Limit
\$1,000,000.00	Each Occurrence Combined Single Limit for

Bodily Injury and Property Damage. The coverage shall include:

- a) Premises/Operations
 - b) Independent contractors
 - c) Contractual liability assumed under the indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion.
 - d) Broad form property damage liability including completed operations.
 - e) Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavation is to be done.
 - f) Personal injury coverage; including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
 - g) Products and completed operations for a period of two (2) years from substantial completion.
 - h) Limited Pollution Cleanup at a limit of \$100,000.00 for construction projects over \$500,000.00.
- 3) Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of availability not less than \$1,000,000.00 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.

4) Owners Protective Liability policy (OCP) with minimum limits of \$1,000,000.00. The "named insured" of the policy(ies) shall be the BOROUGH. The policy should also show the DEVELOPER'S general contractor (or construction manager) [Contractor] as the "designated contractor". This policy is intended and shall be underwritten to protect the named insured for, from and against any and all negligent acts of the Contractor.

(B) Additional requirements with respect to insurance policies and coverages are as follows:

1) Certified copies of all insurance policies required above or certificates of insurance satisfactory to the BOROUGH shall be furnished prior to commencement of any work. Each such policy or certificate shall contain a provision that it is not subject to change or cancellation unless thirty (30) days prior written notice, served by certified mail/return receipt or by recognized overnight delivery, shall have been given to the BOROUGH by the insurers.

2) The DEVELOPER agrees that both it and its Contractor will defend, indemnify and save harmless the BOROUGH, any and all current or former officers, agents, employees and Borough volunteers from and against all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the DEVELOPER'S operations and activities undertaken pursuant to this Agreement.

3) DEVELOPER warrants that all insurance purchased and maintained by its Contractor and all subcontractors shall designate the BOROUGH, its officers, officials, agents, employees and consultants as additional insureds.

4) Except to the extent modified in writing by the BOROUGH, the insurance requirements herein shall also apply to subcontractors and to sub-subcontractors, with each maintaining umbrella limits based on the amount of their respective contracts or subcontracts. The DEVELOPER or its Contractor shall be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any subcontractor commencing work on the project.

5) All insurance coverages evidenced by the contractor in accordance with this Agreement shall be from insurance companies rated by A.M. Best as A-CA minus") or better and Class VII or better and licensed to do business in the State of New Jersey.

6) All proofs of insurance submitted to the BOROUGH shall clearly set forth all exclusions and deductible clauses. With prior approval, the BOROUGH may allow deductible clauses which are not considered excessive, overly broad, or harmful to the interests of the BOROUGH. At the discretion of the BOROUGH, standard exclusions will be allowed for any additional exclusions. Regardless of the allowance of exclusions or deductions by the BOROUGH, the Contractor shall be responsible for the deductible limits of the policy(ies) and all exclusions consistent with the risks assumed under this Agreement and as are otherwise imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance which are valid for a period of time less than the period during which the DEVELOPER is required by the terms of this Agreement to maintain insurance, said certificates are acceptable, but the Contractor shall be made obligated by the DEVELOPER to renew its insurance policies as necessary and to provide new certificates of insurance so that the BOROUGH is continuously and without interruption insured and

in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew any required insurance policy, or any policy is canceled, terminated or modified so that the insurances does not meet the requirements of this Section of the Agreement, the BOROUGH may direct that the work under this Agreement be suspended and/or issue a Stop Work Order. Alternatively, the BOROUGH may default the DEVELOPER and direct the DEVELOPER'S surety to complete the work of the project. If this Agreement is suspended in accordance with this paragraph, additional extension of contract time shall not be due or allowed on account thereof.

(C). The DEVELOPER hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to persons, whether employees or otherwise, and to property, real or personal, including to adjoining properties, caused by or resulting from the DEVELOPERS negligent execution of the work. DEVELOPER agrees to indemnify, defend, and hold harmless the BOROUGH and/or its agents, employees and its consultants retained for this project, if any, from and against any injury to persons or to property caused by the negligence or willful misconduct of the DEVELOPER, its Contractor, their agents, employees or subcontractors, or by the DEVELOPER'S or Contractor's negligent use of any materials, tools, implements, appliances, scaffolding ways, works or machinery or other property of the DEVELOPER or Contractor. The indemnity of this paragraph also contemplates indemnification of the BOROUGH by the DEVELOPER for all attorneys' fees, expenses (including but not limited to fees of experts and consultants), disbursements and court costs incurred by the BOROUGH in the defense of any such claim. All such attorneys' fees, expenses

(including but not limited to fees of experts and consultants), disbursements and court costs incurred by the BOROUGH shall be paid by the DEVELOPER within twenty (20) days of written demand therefor.

In the event of any loss, damage or injury giving rise to any claim by any person or entity, within ten (10) days of the occurrence, DEVELOPER shall submit to the BOROUGH, in writing, all particulars and details relating to the incident, including all subsequent related effects of such loss, damage or injury. Each incident shall be listed separately. The DEVELOPER shall in no way be responsible for any liability or damage resulting solely from the BOROUGH'S gross negligence or willful misconduct.

In the event of a breach of this Agreement by the DEVELOPER and, in its discretion and on reasonable written notice to DEVELOPER, the BOROUGH retains an attorney(s) to enforce its rights hereunder and to the extent not covered by any policy of insurance, the DEVELOPER shall indemnify the BOROUGH for all attorneys' fees, expenses (including but not limited to fees of experts and consultants), disbursements and court costs incurred by the BOROUGH to enforce its rights.

7. Prior to commencement of construction as reflected on the plans approved in the Resolution, the DEVELOPER shall furnish a performance guaranty in the amount of Sixty One Thousand, Three Hundred Eighty-Seven and 56/100 (\$61,387.56) DOLLARS.

Simultaneously with the release of the performance guaranty, in accordance with N.J.S.A. 40:55D-53(a)(2), the DEVELOPER shall post a maintenance guaranty in the amount of Six Thousand, One Hundred Thirty-Eight and 76/100 (\$6,138.76) DOLLARS. The maintenance guaranty is calculated at ten (10%) percent of the cost of the improvements as set forth in Schedule B attached hereto and made a part

hereof. Said guaranty shall remain with the BOROUGH for a period of two (2) years from the date a Certificate of Occupancy is issued.

All deposits, performance and/or maintenance guarantees, including but not limited to, guarantees for monuments, improvements, and landscaping shall be in a form(s) approved by the Borough Attorney, consistent with the form and procedures of N.J.S.A. 40:55D-53, et seq. Nothing herein shall affect or limit DEVELOPER'S right to appeal any bond amount set forth above pursuant to N.J.S.A. 40:55D-53.4. Pursuant to N.J.S.A. 40:55D-53d, DEVELOPER may request a reduction in the amount of the performance guarantees upon the partial completion of improvements covered by the applicable bond. The Borough engineer shall prepare reports with respect to each improvement determined to be complete or incomplete in accordance with N.J.S.A. 40:55D-53d. The DEVELOPER shall likewise be permitted to substitute the surety, any deposits, performance or maintenance guaranties in the same amount {or lesser amount if authorized by the BOROUGH} at any time during the pendency of the within Developer's Agreement provided such substitute surety, deposit, performance of maintenance guaranty is permitted by applicable law.

8. If, after commencement of the work and before the completion of such work under this Agreement, the DEVELOPER abandons the work, files a petition in bankruptcy or any proceeding in insolvency, receivership, conservancy or individual incompetency against any of its principals or other, similar proceeding, or ceases work on the improvements for a period of sixty(60) consecutive days (other than due to force majeure, weather or other events beyond the control of the DEVELOPER) without notice to or the consent of the Board Engineer, and fails to resume work within thirty(30) days after delivery of written notice from the BOROUGH to recommence work on the improvements

sent/served by certified mail, return receipt requested or by recognized overnight delivery service, to the address for the DEVELOPER stated in this Agreement (or as amended in writing), then it shall be the duty of the surety engaged by the DEVELOPER immediately to undertake the completion of the work of the improvements at the expense of the DEVELOPER and the surety, or to pay to the BOROUGH the total cost of completion of the work as a local improvement pursuant to and in accordance with the provisions of N.J.S.A. 40:56-1, et seq. Evidence of the surety's consent to this provision shall be provided before any of the work shall begin.

9. In the event DEVELOPER determines to transfer all or any portion of the Property owned by DEVELOPER {the term "transfer" shall not include i) registration of the property and its improvements as a condominium development and the sale of condominium units to bona fide purchasers in accordance with regulations promulgated by the New Jersey Division of Community Affairs; or ii) the removal or addition of members of the Developer}, the DEVELOPER shall include in the Contract of Sale appropriate provisions requiring the transferee's compliance with all terms of this Agreement and that such compliance shall expressly survive the delivery of any deed or other conveyance document. Notwithstanding any transfer, the DEVELOPER'S obligations under this Agreement shall be deemed to constitute covenants which run with the land and will continue to bind the DEVELOPER and the successor of the DEVELOPER in the land (all references in this Agreement to DEVELOPER shall mean to and include such successor). These covenants are and shall be enforceable by the BOROUGH. Should the BOROUGH deem it necessary or advisable to institute legal proceedings to enforce these covenants or this Agreement generally, the DEVELOPER hereby agrees to and shall pay the BOROUGH'S reasonable costs necessarily incurred to enforce the BOROUGH'S rights

under this Agreement, including but not limited to reasonable attorneys' fees, expenses (including experts' and consultants' fees) and court costs. At such time as DEVELOPER has transferred the Property owned by DEVELOPER in accordance with this Paragraph 9 and given notice of such transfer to the BOROUGH, the applicable transferee shall also become the "DEVELOPER" under this Agreement.

In addition to the foregoing, the BOROUGH shall accept a performance guaranty from a successor developer ("SUCCESSOR DEVELOPER") as a replacement (REPLACEMENT GUARANTY") for the performance guaranty that was previously furnished by the DEVELOPER for purposes of insuring the installation of the improvements identified herein, provided, however, that the BOROUGH shall not accept a REPLACEMENT GUARANTY without securing written confirmation from the SUCCESSOR DEVELOPER that the intent of the SUCCESSOR DEVELOPER is to furnish the REPLACEMENT GUARANTY to relieve the DEVELOPER' s performance guaranty of the obligation to install the improvements set forth herein and written verification from the Board Engineer that the REPLACEMENT GUARANTY is of an amount sufficient to cover the cost of the installation of the balance of the improvements set forth herein, including repairs, if any, that may be required to be made to the improvements installed as of that time, but not to exceed one hundred twenty (120%) percent of the cost of the installation of such improvements and any repairs, as indicated herein. The BOARD or the designated Borough agency or representative shall notify the BOROUGH that it accepts the REPLACEMENT GUARANTY, which notification shall contain written confirmation from the REPLACEMENT GUARANTY and its intent to furnish the REPLACEMENT GUARANTY and the Board Engineer's written verification of the sufficiency of the amount of the REPLACEMENT GUARANTY. Within thirty (30) days

of receiving notice from the BOARD of its acceptance of the REPLACEMENT GUARANTY, the Governing Body shall, by Resolution, release the predecessor obligor from liability pursuant to its performance guaranty.

10. The BOROUGH has the right to maintain and inspect (a) storm drainage facilities, (b) sanitary sewer mains, and (c) roadways, although the same may constitute parts of the improvements to be completed by the DEVELOPER. At all times, the DEVELOPER and its Contractor, agents and all other persons or entities performing the work of this Agreement shall cooperate with and provide all necessary or appropriate access to the BOROUGH and its employees and agents in order to maintain and inspect the foregoing. The BOROUGH shall provide reasonable notice to the DEVELOPER prior to any inspections which require access to the Property, except in the event of emergency in which event no notice is required.

11. The DEVELOPER shall hold the BOROUGH harmless from any and all damage or liability that arises or might arise due to the discharge of surface waters upon the lands adjacent to the Property caused by the DEVELOPER's failure to follow the approved Plans required by this Agreement. The DEVELOPER shall assume any and all liability caused by the discharge of waters upon the lands abutting the Property and shall alleviate any and all conditions so caused that may arise by reason of the discharge of water, soil, or dirt upon said abutting properties. The DEVELOPER further agrees at all times to grade and maintain the grades of the Property so as to avoid the collection of water or drainage causing gullies or erosion and the deposit of soil on abutting properties. Nothing in this paragraph is intended to imply finished grading and drainage other than is consistent with the approved plans.

12. During and at the conclusion of the construction, the DEVELOPER shall clean all drainage facilities installed by the DEVELOPER and remove all debris left by DEVELOPER.

13. The DEVELOPER shall be required to furnish off-street parking for all trucks and other vehicles delivering material to the Properties and shall do everything necessary to prevent the congestion of traffic and to facilitate progress of the same.

14. If the DEVELOPER shall neglect to make safety or other necessary repairs at the Property within a reasonable time period, the BOROUGH shall have the authority upon at least five (5) Business Days' notice to DEVELOPER (other than in the case of an emergency) to have the necessary work performed and back-charge the DEVELOPER and/or its surety for all of the reasonable costs of the work so performed.

15. Should it become necessary as a result of this project to enlarge any onsite storm sewer facilities, DEVELOPER shall do so at its own cost and expense. Any and all storm sewer facilities on or off the site to be constructed at the pro-rata cost of the DEVELOPER based on the anticipated usage by the Property and shall be done only upon the approval of the BOROUGH in accordance with specifications required by the BOROUGH. The foregoing does not apply to any offsite storm sewer facilities.

Any and all aids to additional on-site drainage and where feasible, including on site grading, contour landscaping, swales, retaining walls and/or piping that may be reasonably deemed necessary by the Board Engineer and/or the Borough Board of Health, shall be installed by the DEVELOPER, its assignees or designees, where conditions may warrant, whether or not the present plans provide for the same, as a condition of the release of the DEVELOPER, its assignees or designees, and the surety

from the performance obligation. Any such aids to additional drainage shall not require DEVELOPER to exceed the standard of zero increase in run-off.

16. DEVELOPER shall not commit a public or private nuisance. In the event, such a circumstance is created, DEVELOPER shall abate any such nuisance within five (5) days or in such lesser time designated in written notice from the BOROUGH. The DEVELOPER shall comply with the BOROUGH'S noise control ordinance and all applicable ordinances regulating or applicable to construction. Notwithstanding anything in this Agreement to the contrary, no provisions of this Agreement shall be deemed a waiver of any rights or powers of the BOROUGH or any agency of the BOROUGH under any statute, ordinance or other law. Notwithstanding the above provision, the BOROUGH acknowledges that the DEVELOPER will be installing pilings at the Property which shall create noise and associated disruption. The installation of pilings and the associated noise shall not serve as a violation of the foregoing provision.

17. DEVELOPER shall promptly and effectively correct and make safe any dangerous or unsafe condition adversely affecting public safety or the general welfare or affecting the safety or welfare of persons or property near the project created by the DEVELOPER or those acting for it, as reasonably determined by the appropriate enforcement official of the BOROUGH.

18. For purposes of construction, the DEVELOPER shall be limited to the hours between 7:00 a.m. and 7:00 p.m., or as otherwise required under the Edgewater Code.

19. The DEVELOPER shall comply with any additional reasonable recommendations concerning the proper police protection, including the DEVELOPER'S provision of special police officers who may be deemed required during the course of construction.

20. Landscaping, in addition to anything stated in the Resolutions (Schedule "A"), shall be in accordance with the standards set forth in its approved Plans. In the event that any trees, shrubs or other vegetation placed on the Properties by the DEVELOPER becomes diseased or dies as a result of soil disturbance or injury occasioned during construction or within twenty-four (24) months from the date of the first tenant or purchaser occupies any unit within the Property, the DEVELOPER shall promptly replace such damaged, diseased, or dead vegetation at its own cost and expense. In the event that such vegetation is not replaced, the BOROUGH, with prior written notice and a designated cure period, may employ the cash on deposit or the performance guaranties or take action against any bond in order to restore the affected areas. In the event that the amount on deposit or realizable from any bond posted with the BOROUGH is insufficient to complete the restoration, the BOROUGH is authorized, upon notice to the DEVELOPER, to complete the restoration and assess the cost thereof against the Properties, which assessment shall be a lien thereon.

21. Intentionally Left Blank.

22. Upon the complete execution of this Agreement, the posting of the cash deposits and guaranties as aforesaid, the application for the receipt of the site work permit and approval of the building plan by the Building Department, a building permit may be issued to the DEVELOPER by the Construction Code Official of the BOROUGH. Nothing herein shall prevent any determination necessary to issue a demolition permit.

23. Improvements shown on the plans approved by the BOARD shall be constructed in accordance with such plans and the applicable ordinances of the BOROUGH. The DEVELOPER shall remove stumps, logs, branches and other debris from the area to be improved, or such materials that may have been placed or deposited

within the area and said area shall be refilled with clean and suitable fill, properly compacted mechanically or otherwise, as may be required by the Board Engineer.

24. The DEVELOPER shall perform all the work required under or permitted by this Agreement in a good and workmanlike manner and at all times comply with all laws and/or regulations of the federal government, the State of New Jersey and all ordinances of the BOROUGH, as well as such other reasonable requirements as may be imposed by the Board Engineer or his/her designee. In the event the Board Engineer requires in his/her discretion further details of the site plan, or of any proposed public or site improvement to be submitted and approved, the DEVELOPER shall furnish same within ten (10) working days of receipt of written notice.

25. Before the removal of any soil is commenced, the DEVELOPER shall make the necessary application and obtain the necessary permits in accordance with the ordinance limiting and controlling the movement of soil and in accordance with state law or county regulations, if applicable.

26. Upon reasonable notice to DEVELOPER by BOROUGH, the DEVELOPER shall permit the inspection of all (i) site improvements to be constructed by the DEVELOPER and the Board Engineer shall inspect the installation of site improvements, and (ii) Borough Building Inspector shall inspect all buildings.

27. Prior to the final release of bonds or other performance security, the DEVELOPER shall submit "as built" plans prepared and certified by a licensed New Jersey professional engineer or professional surveyor for approval by the Board Engineer. It will be the obligation of the Board Engineer or the Borough Engineer to certify to the Governing Body and to the Construction Code Official that all of the site work required by this Agreement has been completed in a good and workmanlike manner.

28. Nothing herein contained shall be construed in any way to render the BOROUGH or any Borough employee, agent, representative or volunteer liable for any damages, costs or debts for material, labor or other expenses incurred in the making of the improvements to the Properties. With regard to the BOROUGH, this Agreement shall be construed only as permission to the DEVELOPER to make improvements in accordance with the terms of this Agreement.

29. The parties agree that in the event of any dispute between the Board Engineer and the DEVELOPER as to compliance with the terms of this Agreement, the DEVELOPER shall request a hearing before the Governing Body. Following such hearing, the parties may each take such other steps as they may deem appropriate, including application to the Superior Court for a disposition pursuant to N.J.S.A. 40:55D-53e.

30. Nothing herein shall be construed to create a partnership or a joint venture between the parties hereto. The parties expressly disclaim any right to act by or on behalf of each other unless otherwise expressly provided herein.

31. The parties hereto agree that the terms and conditions of this Agreement shall be binding upon them, their heirs, successors and assigns, until such time as all work required by this Agreement has been fully and completely performed in good and workmanlike manner and has been accepted by the Board Engineer.

32. The parties hereto mutually agree to perform and undertake any necessary action and execute and deliver any and all documents and instruments which may now or in the future become necessary in order to effectuate the intent and purposes of this Agreement.

33. Notices required by this Agreement to be sent to the DEVELOPER shall be sufficient if sent by the BOROUGH or its representative, by certified or registered mail (return receipt requested) to the DEVELOPER at the address first above written on page one, and to: Mark J. Sokolich, Esq., c/o MB Edgewater, LLC, 1223 Anderson Avenue, Fort Lee, New Jersey 07024, or such other address which the DEVELOPER, by similar notice, shall have advised the Borough for the sending of such notices. Notices required by this Agreement to be sent to the BOROUGH by the DEVELOPER shall be sufficient if sent by the DEVELOPER or its representatives by certified or registered mail (return receipt requested) to the Borough Clerk at the Borough of Edgewater, 55, River Road, Edgewater, New Jersey 07020 or such other address which the BOROUGH, by similar notice, shall have advised the DEVELOPER for the sending of such notices. The parties agree that each will notify the other of any changes of address and/or telephone number within at least five (5) days of such event.

34. Neither this Agreement or any provision hereof shall be amended, waived or modified, or deemed amended, waived or modified except by an Agreement in writing, identifying each particular provision amended, waived or modified, or deemed amended, or modified, and duly subscribed and acknowledged by both parties with the same formality as this Agreement except as expressly provided herein. No oral representation shall constitute an amendment, waiver or modification even if substantially and detrimentally relied upon. Any waiver by either party of any provision of this Agreement or any right or option hereunder shall not prevent or stop such party from thereafter enforcing such provision, right or option, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by other party shall not be construed as a waiver or relinquishment for the

future of any such term or provision, but the same shall continue in full force and effect. Any amendment to the approvals granted by the Borough Land Use Board shall render this agreement null and void, and a new agreement between the Borough and the Developer will need to be consummated.

35. In case any provision of this Agreement should be held by a court of competent jurisdiction to be contrary to or invalid under the laws of the State of New Jersey or other applicable jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect, unless a court of competent jurisdiction holds (a) that such provisions are not severable from all other provisions of this Agreement or (b) that the invalidity of the affected provisions materially alters the substance of this Agreement.

36. This Agreement and all documents executed simultaneously herewith contain the entire Agreement of the parties.

37. Except as otherwise provided herein, each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations set forth herein.

38. This Agreement shall inure to the benefit of, and shall be binding upon, the parties, their heirs, executors, administrators and assigns and may be recorded in the Office of the Bergen County Clerk.

SIGNATURE PAGE ATTACHED

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

WITNESS:



MB EDGEWATER, LLC
A New Jersey limited liability company

BY:



YAN ZOU
Managing Member

ATTEST:



ANNE MARIE O'CONNOR
Borough Clerk

BOROUGH OF EDGEWATER,
A New Jersey Municipal Corporation

By:



MICHAEL MCPARTLAND
Mayor

John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergenclerk.org/



INSTRUMENT# 2024015265

V 5197 1006

RECORDED DATE: 03/20/2024

Document Type: DECLARATION/ RESTRICTIONS

Transaction #: 1978230

Document Page Count: 5

Operator Id: ERECORD

RETURN TO:

190 Main St Ste 305
Hackensack, NJ 07601-7315

SUBMITTED BY:

SIMPLIFILE

4844 North 300 West, Suite 202

PROVO ,UT 84604

PRIMARY NAME

EDGEWATER BOROUGH OF

SECONDARY NAME

340 UNDERCLIFF LLC

ADDITIONAL PRIMARY NAMES

340 UNDERCLIFF LLC

ADDITIONAL SECONDARY NAMES

EDGEWATER BOROUGH OF

MARGINAL REFERENCES: File Number: Volume: Page:

DOCUMENT DATE: 03/11/2024

MUNICIPALITY: EDGEWATER

LOT: 9

BLOCK: 63

INSTRUMENT#: 2024015265

Recorded Date: 03/20/2024

I hereby CERTIFY that this document is recorded
in the Clerk's Office in Bergen County, New
Jersey.

FEES/ TAXES:

RECORDING FEE	\$20.00
STATE RECORDING FEE	\$20.00
COUNTY RECORDING FEE	\$20.00
HOMELESSNESS TRUST FUND	\$3.00
TAX ABSTRACT-STATE	\$5.00
TAX ABSTRACT-COUNTY	\$5.00
HOMELESS CODE BLUE	\$2.00
MARGINAL NOTATION-COUNTY	\$5.00
MARGINAL NOTATION-STATE	\$5.00
NPNR	\$0.00
Basic County	\$0.00
Basic State	\$0.00
PHPF	\$0.00
Extra-Aide	\$0.00
Gen-Purpose	\$0.00
Mansion-Tax	\$0.00

Total: \$85.00



John S. Hogan
John S. Hogan
Bergen County Clerk

Recording Fees: \$85.00

Realty Transfer Tax Fees: \$0.00

Consideration: \$ 0.00

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

V12.24.21

Jacqueline Poye, Esq.
PO Box 368
Edgewater, NJ 07020

Deed Restriction

THIS DEED RESTRICTION, entered into as of this 11th day of March 2024, by and between the **BOROUGH OF EDGEWATER**, with offices at 55 River Road Edgewater, NJ 07020 (“Municipality”), and **340 UNDERCLIFF LLC** whose mailing address is P.O. Box 36, Edgewater, New Jersey 07020, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

The Owner has entered into an agreement with the Municipality, Fair Share Housing Center and MB Edgewater, LLC concerning the relocation of affordable housing units from Block 93, Lots 1.01, 2 and 2.03 on the Tax Assessment Maps of the Borough of Edgewater to 340 Undercliff Avenue (the “Property”), Edgewater, NJ (Block 63, Lot 9) (the “Agreement”).

In consideration of benefits and/or rights received by the Owner as a result of the Agreement, the Owner agrees to provide eight (8) units at the Property which will remain affordable to eligible households for the Control Period described in Article 3 below in accordance with the terms and provisions of the Agreement and agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of the land, and a portion of the improvements thereon, that is located in the municipality of the Borough of Edgewater, County of Bergen, State of New Jersey, and described more specifically as Block No. 63, Lot 9, and known by the street address 340 Undercliff, Edgewater, New Jersey. As described in the Agreement, the following units shall be restricted as affordable units at the identified bedroom size and income levels:

<u>Unit Number</u>	<u># of Bedrooms</u>	<u>Very-Low/Low/Moderate Income</u>
3B	Two (2)	Very Low
14B	Two (2)	Moderate

Article 3. Affordable Housing Covenants

The following covenants (the “Covenants”) shall run with the land, known as 340 Undercliff Avenue, Edgewater, New Jersey for the period of time set forth below (the “Control Period”),

determined separately with respect for each very low, low, or moderate income dwelling unit, commencing upon the date on which the first certified household occupies the Unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Uniform Controls")
- B. The Property shall be used solely for the purpose of providing rental dwelling units for very low, low, or moderate income households, and no commitment for any such very low, low, or moderate income dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Municipality's Administrative Agent. So long as any very low, low, or moderate income dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its very low, low, or moderate income dwelling units, and any improvements to the very low, low, or moderate income dwelling units must be approved in advance and in writing by the Municipality and the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

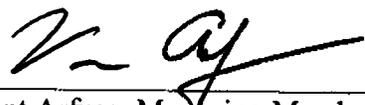
Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

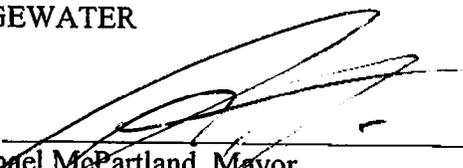
IN WITNESS WHEREOF, the Owner has executed this Deed Restriction in triplicate as of the date first above written.

340 UNDERCLIFF, LLC

BY: 

Vincent Arfuso, Managing Member

APPROVED BY THE BOROUGH OF
EDGEWATER

BY: 

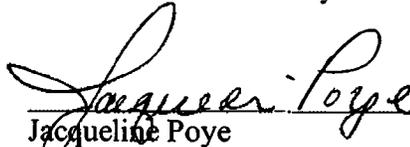
Michael McPartland, Mayor

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

I CERTIFY that on this 11th day of March 2024, Vincent Arfuso personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Manager of 340 Undercliff Avenue, LLC, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

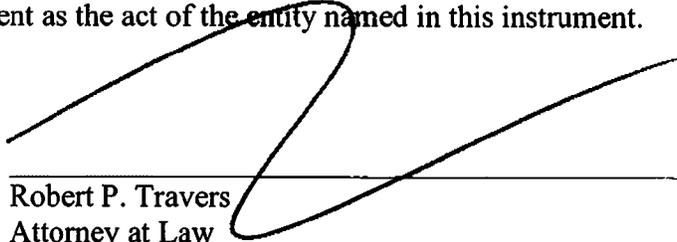


Jacqueline Poye
Attorney at Law
State of New Jersey

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

I CERTIFY that on this 11th day of March 2024, Michael McPartland personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Mayor of the Borough of Edgewater, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.



Robert P. Travers
Attorney at Law
State of New Jersey

John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergenclerk.org/



INSTRUMENT# 2023050226
V 5049 1629
RECORDED DATE: 08/01/2023

Document Type: DECLARATION/ RESTRICTIONS

Transaction #: 1931134
Document Page Count: 5
Operator Id: ERECORD

RETURN TO:
195 Fairfield Ave Ste 2A
West Caldwell, NJ 07006-6419

SUBMITTED BY:
CSC / INGEO SYSTEMS
919 N. 1000 WEST

LOGAN ,UT 84341

PRIMARY NAME

SECONDARY NAME

EDGEWATER BOROUGH OF

340 UNDERCLIFF LLC

ADDITIONAL PRIMARY NAMES

ADDITIONAL SECONDARY NAMES

MARGINAL REFERENCES: File Number: Volume: Page:

DOCUMENT DATE: 07/26/2023
MUNICIPALITY: EDGEWATER
LOT: 9
BLOCK: 63

INSTRUMENT#: 2023050226
Recorded Date: 08/01/2023

I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.

FEES/ TAXES:

RECORDING FEE	\$20.00
STATE RECORDING FEE	\$20.00
COUNTY RECORDING FEE	\$20.00
HOMELESSNESS TRUST FUND	\$3.00
TAX ABSTRACT-STATE	\$5.00
TAX ABSTRACT-COUNTY	\$5.00
HOMELESS CODE BLUE	\$2.00
MARGINAL NOTATION-COUNTY	\$5.00
MARGINAL NOTATION-STATE	\$5.00
NPNR	\$0.00
Basic County	\$0.00
Basic State	\$0.00
PHPF	\$0.00
Extra-Aide	\$0.00
Gen-Purpose	\$0.00
Mansion-Tax	\$0.00



John S. Hogan
John S. Hogan
Bergen County Clerk

Recording Fees: \$85.00
Realty Transfer Tax Fees: \$0.00
Consideration: \$ 0.00

Total: \$85.00

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

V12.24.21

Nicholas G. Sekas, Esq.
Sekas Law Group
530 Sylvan Ave Ste. 201
Englewood Cliffs, NJ 07632

Deed Restriction

THIS DEED RESTRICTION, entered into as of this the 26 day of July, 2023, by and between the Borough of Edgewater, with offices at 55 River Road Edgewater, NJ 07020 (“Municipality”), and 340 Undercliff LLC whose mailing address is P.O. Box 36, Edgewater, New Jersey 07020, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

The Owner has entered into an agreement with the Municipality, Fair Share Housing Center and MB Edgewater, LLC concerning the relocation of affordable housing units from Block 93, Lots 1.01, 2 and 2.03 on the Tax Assessment Maps of the Borough of Edgewater to 340 Undercliff Avenue (the “Property”), Edgewater, NJ (Block 63, Lot 9) (the “Agreement”).

In consideration of benefits and/or rights received by the Owner as a result of the Agreement, the Owner agrees to provide eight (8) units at the Property which will remain affordable to eligible households for the Control Period described in Article 3 below in accordance with the terms and provisions of the Agreement and agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of the land, and a portion of the improvements thereon, that is located in the municipality of the Borough of Edgewater, County of Bergen, State of New Jersey, and described more specifically as Block No. 63, Lot 9, and known by the street address 340 Undercliff, Edgewater, New Jersey. As described in the Agreement, the following units shall be restricted as affordable units at the identified bedroom size and income levels:

<u>Unit Number</u>	<u># of Bedrooms</u>	<u>Very-Low/Low/Moderate Income</u>
8B	Three (3)	Low
9B	Two (2)	Moderate
10A	One (1)	Low

Article 3. Affordable Housing Covenants

The following covenants (the “Covenants”) shall run with the land, known as 340 Undercliff Avenue, Edgewater, New Jersey for the period of time set forth below (the “Control Period”), determined separately

with respect for each very low, low, or moderate income dwelling unit, commencing upon the date on which the first certified household occupies the Unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Uniform Controls")
- B. The Property shall be used solely for the purpose of providing rental dwelling units for very low, low, or moderate income households, and no commitment for any such very low, low, or moderate income dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Municipality's Administrative Agent. So long as any very low, low, or moderate income dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its very low, low, or moderate income dwelling units, and any improvements to the very low, low, or moderate income dwelling units must be approved in advance and in writing by the Municipality and the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

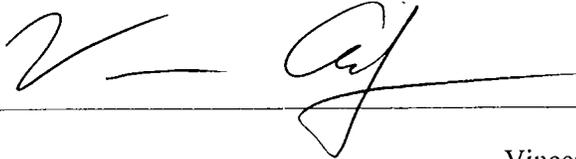
A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said

Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

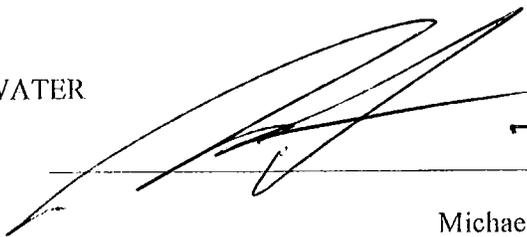
IN WITNESS WHEREOF, the Owner has executed this Deed Restriction in triplicate as of the date first above written.

340 UNDERCLIFF, LLC

BY:  _____

Vincent Arfuso
Managing Member

APPROVED BY THE BOROUGH OF EDGEWATER

BY:  _____

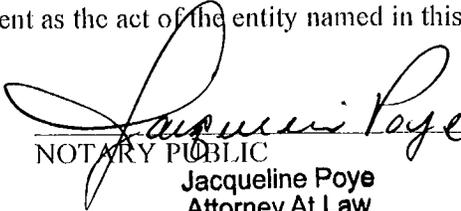
Michael McPartland
Mayor

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS.:
COUNTY OF *Bergen*)

I CERTIFY that on this the 26 day of July, 2023 Vincent Arfuso personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Manager of 340 Undercliff Avenue, LLC, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

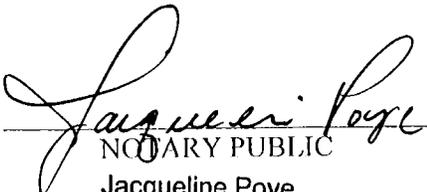


NOTARY PUBLIC
Jacqueline Poye
Attorney At Law
State of New Jersey

STATE OF NEW JERSEY)
) SS.:
COUNTY OF *Bergen*)

I CERTIFY that on this the 26 day of July 2023 Michael McPartland personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Mayor of the Borough of Edgewater, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.



NOTARY PUBLIC
Jacqueline Poye
Attorney At Law
State of New Jersey

After Recording Return To:

Prepared by: Nicholas G. Sekas, Esq.

Nicholas G. Sekas, Esq.
Sekas Law Group
530 Sylvan Ave Ste. 201
Englewood Cliffs, NJ 07632

Deed Restriction

THIS DEED RESTRICTION, entered into as of this the 21st day of August 2023, by and between the **Borough of Edgewater**, with offices at 55 River Road Edgewater, NJ 07020 (“Municipality”), and **340 Undercliff LLC** whose mailing address is P.O. Box 36, Edgewater, New Jersey 07020, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

The Owner has entered into an agreement with the Municipality, Fair Share Housing Center and MB Edgewater, LLC concerning the relocation of affordable housing units from Block 93, Lots 1.01, 2 and 2.03 on the Tax Assessment Maps of the Borough of Edgewater to 340 Undercliff Avenue (the “Property”), Edgewater, NJ (Block 63, Lot 9) (the “Agreement”).

In consideration of benefits and/or rights received by the Owner as a result of the Agreement, the Owner agrees to provide eight (8) units at the Property which will remain affordable to eligible households for the Control Period described in Article 3 below in accordance with the terms and provisions of the Agreement and agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of the land, and a portion of the improvements thereon, that is located in the municipality of the Borough of Edgewater, County of Bergen, State of New Jersey, and described more specifically as Block No. 63, Lot 9, and known by the street address 340 Undercliff, Edgewater, New Jersey. As described in the Agreement, the following units shall be restricted as affordable units at the identified bedroom size and income levels:

<u>Unit Number</u>	<u># of Bedrooms</u>	<u>Very-Low/Low/Moderate Income</u>
8A	Three (3)	Moderate

Article 3. Affordable Housing Covenants

The following covenants (the “Covenants”) shall run with the land, known as 340 Undercliff Avenue, Edgewater, New Jersey for the period of time set forth below (the “Control Period”), determined separately with respect for each very low, low, or moderate income dwelling unit, commencing upon the date on which the first certified household occupies the Unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the “Control Period,” until the municipality in which the unit is located elects to release the unit

from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the “Uniform Controls”)
- B. The Property shall be used solely for the purpose of providing rental dwelling units for very low, low, or moderate income households, and no commitment for any such very low, low, or moderate income dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Municipality’s Administrative Agent. So long as any very low, low, or moderate income dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its very low, low, or moderate income dwelling units, and any improvements to the very low, low, or moderate income dwelling units must be approved in advance and in writing by the Municipality and the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

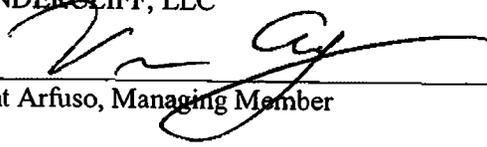
A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Owner has executed this Deed Restriction in triplicate as of the date first above written.

340 UNDERCLIFF, LLC

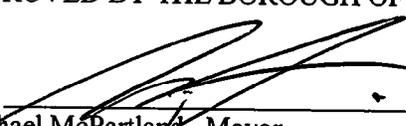
BY:



Vincent Arfuso, Managing Member

APPROVED BY THE BOROUGH OF EDGEWATER

BY:



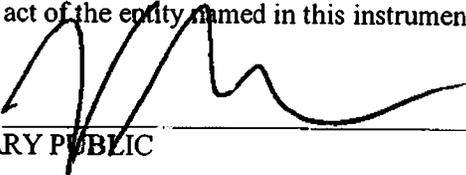
Michael McPartland, Mayor

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

I CERTIFY that on this 23 day of August 2023, Vincent Arfuso personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Manager of 340 Undercliff Avenue, LLC, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.



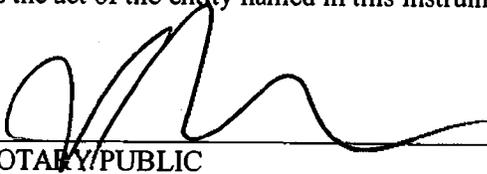
NOTARY PUBLIC

VIVIAN MAKULA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 7, 2025

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

I CERTIFY that on this 22 day of August 2023 Michael McPartland personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Mayor of the Borough of Edgewater, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.



NOTARY PUBLIC

VIVIAN MAKULA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 7, 2025

John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergenclerk.com



INSTRUMENT# 2023077408

V 5134 1818

RECORDED DATE: 12/01/2023

Document Type: DECLARATION/ RESTRICTIONS

Transaction #: 1956828

Document Page Count: 5

Operator Id: ERECORD

RETURN TO:
190 Main St Ste 305
Hackensack, NJ 07601-7315

SUBMITTED BY:
SIMPLIFILE
4844 North 300 West, Suite 202

PROVO ,UT 84604

PRIMARY NAME

SECONDARY NAME

EDGEWATER BOROUGH OF

340 UNDERCLIFF LLC

ADDITIONAL PRIMARY NAMES

ADDITIONAL SECONDARY NAMES

MARGINAL REFERENCES: File Number: Volume: Page:

DOCUMENT DATE: 11/21/2023
MUNICIPALITY: EDGEWATER
LOT: 1.01 2 2.03
BLOCK: 93

INSTRUMENT#: 2023077408
Recorded Date: 12/01/2023

I hereby CERTIFY that this document is recorded
in the Clerk's Office in Bergen County, New
Jersey.

FEES/ TAXES:

RECORDING FEE	\$20.00
STATE RECORDING FEE	\$20.00
COUNTY RECORDING FEE	\$20.00
HOMELESSNESS TRUST FUND	\$3.00
TAX ABSTRACT-STATE	\$5.00
TAX ABSTRACT-COUNTY	\$5.00
HOMELESS CODE BLUE	\$2.00
MARGINAL NOTATION-COUNTY	\$5.00
MARGINAL NOTATION-STATE	\$5.00
NPNR	\$0.00
Basic County	\$0.00
Basic State	\$0.00
PHPF	\$0.00
Extra-Aide	\$0.00
Gen-Purpose	\$0.00
Mansion-Tax	\$0.00



John S. Hogan
John S. Hogan
Bergen County Clerk

Recording Fees: \$85.00
Realty Transfer Tax Fees: \$0.00
Consideration: \$ 0.00

Total: \$85.00

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

V12.24.21

Jacqueline Poye, Esq.
PO Box 368
Edgewater, NJ 07020

Deed Restriction

THIS DEED RESTRICTION, entered into as of this 21st day of November 2023, by and between the **Borough of Edgewater**, with offices at 55 River Road Edgewater, NJ 07020 (“Municipality”), and **340 Undercliff LLC** whose mailing address is P.O. Box 36, Edgewater, New Jersey 07020, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

The Owner has entered into an agreement with the Municipality, Fair Share Housing Center and MB Edgewater, LLC concerning the relocation of affordable housing units from Block 93, Lots 1.01, 2 and 2.03 on the Tax Assessment Maps of the Borough of Edgewater to 340 Undercliff Avenue (the “Property”), Edgewater, NJ (Block 63, Lot 9) (the “Agreement”).

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<u>Unit Number</u>	<u># of Bedrooms</u>	<u>Very-Low/Low/Moderate Income</u>
5B	Two (2)	Low

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commencing upon the date on which the first certified household occupies the Unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

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- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Owner has executed this Deed Restriction in triplicate as of the date first above written.

340 UNDERCLIFF, LLC



BY: _____
Vincent Arfuso, Managing Member

APPROVED BY THE BOROUGH OF
EDGEWATER



BY: _____
Michael McPartland, Mayor

**ZONING BOARD OF ADJUSTMENT
OF THE BOROUGH OF EDGEWATER**

RESOLUTION OF MEMORIALIZATION AS TO OFFICIAL ACTION

In the Matter of the Application of
Three Y, LLC for Variance and Site Plan Approvals
for 163 & 135 Old River Road & 114 River Road,
Block 93, Lots 1, 2.01 & 3
Application No. BADV-22/08

WHEREAS, Three Y, LLC ("Applicant") is the owner of the property located at 163 & 135 Old River Road & 114 River Road, identified as Block 93, Lots 1, 2.01 & 3 as shown on the current Tax Assessment Map of the Borough of Edgewater (the "Property"); and

WHEREAS, Board approved a prior application from Applicant in 2021 for a hotel, restaurant, and multi-family residential development with onsite parking and amenities, which was memorialized by resolution dated May 9, 2021; and

WHEREAS, Applicant filed an amended application with the Zoning Board of Adjustment of the Borough of Edgewater (the "Zoning Board") seeking to amend and reconfigure what was previously approved and will require site plan approval and variance relief from restrictions of the Zoning Ordinance of the Borough of Edgewater, pursuant to N.J.S.A. 40:55D-70 (C); N.J.S.A. 40:55-70 (D)(4) and (6) for construction of a mixed use building; and

WHEREAS, Applicant seeks approval of a (D)(4) FAR variance, a (D)5 density variance and (D)(6) height variance together with "c" or bulk variances, and as such must meet the statutory standard for such relief set forth in N.J.S.A. 40:55-D 70(C) and (D); and

WHEREAS, following a completeness hearing determination and determination that the Applicant's notices were sufficient, public hearings at special meetings were held on March 1, 2023, April 5, 2023, and May 3, 2023; and

WHEREAS, the Applicant presented testimony by:

1. Mr. Calisto Bertin, PE, a licensed engineer in the State of New Jersey, who was qualified in the field of engineering, and
2. Mr. Orestes Valella, RA, a licensed architect in the State of New Jersey, who was qualified in the field of architecture, and
3. Mr. Eric Hough, P.E., a licensed engineer in the State of New Jersey, who was qualified in the field of traffic engineering, and
4. Mr. David Spatz, a licensed Planner in the State of New Jersey, who was qualified in the field of planning, and

WHEREAS, the Applicant was represented by Mark J. Sokolich, Esq., and

WHEREAS, members of the public appeared to question Applicant's witnesses and also express their respective concerns and voice their respective support and objections to the Application; and

WHEREAS, the following documents were submitted into evidence:

A - 1 Site plan rev. 11/10/22

A - 2 Demolition and soil erosion plan 11/10/22

A - 3 Site plan rev. 11/10/22

A - 3a Landscape rendering 3/1/23

- A – 4 Ground level parking plan rev 11/10/22
- A – 5 Parking level plan rev. 11/10/22
- A – 6 Architectural plan rev. 11/10/22
- A – 7 Grading plan rev. 11/10/22
- A – 8 Landscape lighting plan rev. 11/10/22
- A – 9 Lighting intensity plan rev. 11/10/22
- A – 10 View shed study 2/21/23
- A – 11 Architectural plan cover sheet 11/2/23
- A – 12 First floor plan 11/2/22
- A – 13 Second floor plan 11/2/22
- A – 14 Third floor plan 11/2/22
- A – 15 Fourth floor plan 11/2/22
- A – 16 Fifth floor plan 11/2/22
- A – 17 Sixth floor plan 11/2/22
- A – 18 Twelfth floor plan 11/2/22
- A – 19 Thirteenth floor plan 11/2/22
- A – 20 Roof plan 11/2/22
- A – 21 Elevations 11/2/22
- A – 22 Southern exterior elevations 11/2/22
- A – 23 Traffic impact study 2/16/23

A – 24 Set of 4 photos 5/3/23

A – 25 Socioeconomic report 2/17/23

WHEREAS, Board is in receipt of reports from its planner, Kathryn M. Gregory, and engineer, Boswell Engineering and said reports are incorporated into this Resolution by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Adjustment of the Borough of Edgewater that the following findings of fact and conclusions are made or reached, respectively by the Board:

1. That all of the "Whereas Recitals" set forth above are incorporated as if set forth at length herein, as part of the Board's findings.
2. That the Application, plans, and documents submitted to the Board accompanying same are made as part of the record.

At the March 1, 2023, meeting-

3. Based upon the comments of applicant's attorney, Mark J. Sokolich, Esq., the Board heard the following:
 - a. The Applicant is seeking to amend the approval granted by this Board in 2021 and memorialized in resolution dated May 9, 2021.
 - b. Applicant seeks to amend the approval to implement a more efficient design.
 - c. Applicant has had discussions with Cliffside Park and North Bergen (objectors at the prior application) and have reached an agreement. Neither municipality will be objecting to this application.
4. Based upon the testimony of Calisto Bertin, Applicant's engineer, the Board made the following findings of fact:

- a. The lots combined are 1 $\frac{3}{4}$ acres, irregularly shaped, have frontages on Gorge Road, River Road and Old River Road, border both Cliffside Park and West New York.
- b. The site currently contains a restaurant, parking lot and unused space. All will be removed prior to development.
- c. This site was part of a cleanup by Honeywell which has been completed and has been capped. Applicant will consult with the EPA during development.
- d. Applicant is seeking to construct a 13-story hotel which is one story less than the prior approval. Parking remains four levels.
- e. The footprint of the building has not changed.
- f. The hotel rooms have reduced from 170 to 143, the apartments have increased from 150 to 194, the 2 restaurants have been changed to one larger restaurant and the parking remains more than what is required.
- g. The 3 frontages are all compliant. The front yard variance required on Old River Road has been eliminated.
- h. Applicant will comply with all the requirements of the prior approval including installing the crosswalk at Gorge Road, replacing all curbs and sidewalks on Old River Road, replacing all sidewalks on River Road, landscaping along Gorge and River Road, pavers, and lighting like Shadyside.
- i. The southern driveway will provide emergency access and will not be security gated.
- j. Applicant has created better circulation and drop off plan which is now internalized so it is not visible and protected from the elements.
- k. Parking required by RSIS is 209 for residential, 143 for hotel and 77 for restaurant which totals 428. There will be 89 spaces on the first level interior and 8 outdoor spaces, 106 spaces on the second level, 112 spaces on the third level and 113 spaces on the fourth level. 437 spaces will be provided. (with EV credit translates to 479 spaces)

- l. The flood elevation is 9 'and the finished floor for the lobbies is at 11' elevation.
- m. The roof elevation is 154' which is 8' less than the prior approval. The elevation to the top of the bulkheads is 163'.
- n. Drainage and detention system will be located under the south driveway.

At the April 5, 2023, meeting:

- 8. Based upon the testimony of engineer, Calisto Bertin, the Board made the following findings:
 - a. The landscaping on Gorge Road and Old River Road is the same as prior application. Applicant will relandscape and maintain the island between Gorge and River Road.
 - b. The pocket park at the corner of the property will be the same and it will connect Old River Road and River Road with a series of steps.
 - c. Old River Road will be landscaped and streetscaped like Shadyside with all new sidewalks of brick pavers and acorn lights.
 - d. Applicant will comply with Boswell Engineering recommendation that they review the lighting intensity after 6 months and Applicant will make any lighting adjustments that Boswell recommends.
 - e. The roof height is 154' elevation. The rooftop restaurants and pool have been removed or relocated.
 - f. Manhattan Ave in Cliffside is 30' higher at 180-185', Pine Street is at 188', Columbus Place is at 175'.
 - g. There is less view impact than the prior approval.
 - h. Applicant will comply with all comments in Boswell report dated 4/4/23.
 - i. The hydrants are in same place as prior approval and all trash is enclosed.

j. The Board is concerned with the location of the driveway as it is close to the end of Gorge Road. Applicant will discuss options with County and Boswell.

k.

9. Based upon the testimony of architect Orestes Valella, the Board made the following findings of fact:

- a. The plans were drafted by his colleague Jose Carballo. They consulted during the design and plan preparation stage of the project.
- b. The project is comprised of a 4-story parking deck, to the south is the apartment building, to the north at a lower height is the hotel, the restaurant is located above the hotel.
- c. The residential building has increased from 153 units to 194 units, the hotel rooms were reduced from 170 to 143, the parking has increased from 405 to 431, the height at elevation has been reduced 2 feet from 156 to 154, the number of stories was reduced from 14 to 13.
- d. The circulation of the building has been clarified by moving the drop off from outside the building to inside. The lobby has elevators that will take hotel guests and guests of the residents to their specific part of the building complex. Residents will drive into the parking garage and access the apartments through the fourth-floor lobby.
- e. Residents' garbage will be placed in garbage shoots and closets on each floor for recyclables.
- f. A fire command center will be located on the first floor, but the location will be determined by the Fire Chief.
- g. Additional storage and bike racks will also be on the first floor.
- h. Parking is on the first four floors. All spaces are 9' by 18' and the driveways are a width of 24'. Hotel guests will valet. Residents will be on third and

fourth floor. Space breakdown is: 100 first floor, 118 second floor, 119 third floor, 100 fourth floor.

- i. The residential lobby is on the fourth floor and has 14' ceiling height and is reinforced to withstand the location of the swimming pool above it.
- j. There is 5,321' worth of space dedicated to residential amenities.
- k. The restaurant is located on the 12th and 13th floor and has both indoor and outdoor dining which is partially covered.
- l. The Board expressed concerns with the outdoor dining area. The Applicant will have a 3 ½ foot wall surrounding patio area.
- m. The actual height of the building is 143' and 152' at the top of the bulkheads.

10. Based upon the testimony of Eric Hough the traffic engineer, the Board made the following findings of facts-

- a. Bertin Engineering conducted a traffic impact study using the ITE.
- b. Traffic counts taken at River Road/Gorge Road and River Road/Old River Road intersections.
- c. Anticipated trips for am peak is 147, pm peak 192 and Saturday 204 which is an increase over the approved project by 4, 13 and 11 respectively.
- d. The River Road/Gorge Road intersection remains the same at all peak hours with a max delay of .5 seconds at the pm peak hours. The River Road/Old River Road intersection remains the same at all peak hours with the max delay of .4 seconds at the am peak hours.
- e. Parking, circulation, and fire accessibility are adequate.
- f. The project as proposed will have no substantial impact on traffic in the area.

At the May 3, 2023, hearing-

11. Based upon the testimony of planner, David Spatz, the Board made the following findings of fact:

- a. Property is in the MD-X zone where multifamily residential, and hotel are permitted uses. The site conforms to the lot dimensions. Applicant is seeking 3(D) variances, a (D)4 FAR variance, (D)5 density variance, and a (D)6 height variance. Applicant is also seeking (C) or "bulk" variance for height in stories.
- b. The special reasons that support the D variances are met as the mixed-use development is consistent with and supports the purposes of zoning under the MLUL purposes (a) use of lands in a manner that promotes public health, safety, morals and general welfare, (e) establishment of appropriate population densities, (i) the promotion of desirable visual element.
- c. The mixed-use development provides permitted uses, the building has been designed to accommodate the topographical conditions on the property and has provided conforming a conforming amount of parking.
- d. Pursuant to the Grasso standard special reasons exist for a height variance if a taller structure than what is permitted would be consistent with the surrounding neighborhood. The proposed project has been designed to be consistent with the heights of the surrounding buildings. The multifamily building will be on the southern portion of the property adjacent to the new 9 story multi-family building being constructed, the hotel will be located to the northern portion closest to the 14 story Metropolitan. The view corridor showed clear unobstructed views.
- e. The proposed height does not offend the zoning ordinance and zoning plan as the 2012 amendment to the Master Plan called for heights of 14 stories on the site.
- f. Pursuant to Randolph Town Center, that a FAR variance requires that the Board focus on whether the site could accommodate a floor area larger

than what was allowed. Drainage will be contained on the site and conforming parking has been provided for all uses. The site can support the increase in floor area.

- g. Pursuant to Grubbs, the density variance should be reviewed under a more relaxed standard than a use variance and the Board is to determine whether the site can accommodate the increased density. The proposal provides adequate parking, drainage and does not impact traffic.
- h. The proposal meets the Home Builders test by preserving the character and values of the neighborhood.
- i. The proposal meets the Burbridge test by promoting the general welfare and providing a desirable visual environment. The mixed-use building is consistent, and the parking deck will have visual interest with architectural, landscape and artwork elements.
- j. The C variance for height in stories is met because the benefits outweigh the detriments. The proposed project has been designed to be consistent with the heights of the adjoining buildings including 9 story and 14 story buildings. The property to the rear is a one-story industrial building and the new building to the south on Churchill Road is 183'.
- k. Looking at the negative criteria, the grant of the variances will not be substantially detrimental to the public good nor will they substantially impair the intent and purposes of the zoning plan and the zoning ordinance. The proposed mixed-use development is permitted in the zone, is in character with surrounding residential and commercial uses and is compatible with the newer structures. The setback, lot and coverage requirements have been met and the front yard variance of the prior application has been eliminated. The design is similar to nearby structures and view corridors are maintained. There will be sufficient light, air, and open space. Conforming parking has been provided. The Borough's Fair Shar plan includes the subject site as a provider for affordable housing.

- l. The socioeconomic report shows the project add an additional 12 students at the K-6 level which is an increase of 1.65%.
 - m. Applicant will comply with COAH.
 - n. Applicant will add a dog park/run area.
12. The Board commends the Applicant and believes this plan improves upon the prior approval.

CONCLUSIONS OF LAW

The Board after careful deliberation found that this application has met the requirements of N.J.S.A. 40:55D-70(D)6. A D-6 height variance is required for building height. When considering a D-6 variance the Coventry Square v. Westwood and Grasso v. Spring Lake Heights cases are used which require that the site accommodate the potential problems associated with a height greater than the ordinance and that a taller structure than permitted with the ordinance would be consistent with the neighborhood. In addition, the proposed applicant must demonstrate that the proposed variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the master plan and zoning ordinance.

The Board is satisfied that the height as proposed is consistent with the neighborhood, the site can accommodate such height, and such variance can be granted without detriment to the public good. The height as finally proposed is reduced from the prior approval. It consistent with the neighborhood and is no taller than the Metropolitan which is located across the street and similar in height to the adjacent 9-story building currently under construction.

The Board after careful deliberation found that this Applicant has met the requirements of N.J.S.A. 40:55D-70(D)4. A D-4 FAR variance is required for an increase in the permitted floor area ratio. In the case of a D(4) FAR variance, the use is already permitted in the zone. Therefore, the particular suitability of the use does not apply. When considering a

D(4) FAR variance it is the *Randolph Town Center* case and not the *Medici* case that is utilized when analyzing the request for a variance. Instead of showing that the site is particularly suited for more "intensive" development the applicant must show that the site can accommodate the potential problems associated with a FAR and/or density greater than that permitted by the ordinance. In other words, can the problems that the ordinance, by restriction intended to address, be accommodated in this particular location? In addition, a showing of the Negative Criteria is necessary to obtain a D Variance. The applicant must demonstrate that the proposed variance can be granted "without substantial detriment to the public good and will not substantially impair the intent and the purpose" of the Master Plan and Zoning Ordinance.

The Board is satisfied that the site is particularly suited for more intensive development and the can accommodate potential problems associated with a density greater than what is permitted by ordinance. Additionally, the variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Master Plan and Zoning Ordinance. The Applicant has demonstrated that there will be no problems that are associated with a density greater than what is permitted. Applicant has shown that there will be no impact on drainage at the site and in fact, all drainage will be contained on the site. There will be parking on site which is well beyond what is required. The Applicant has addressed the Board's concerns.

The Board after careful deliberation found that this Applicant has met the requirements of N.J.S.A. 40:55D-70(D)5. In the case of D(5) density variance, since the multifamily use is already permitted in the zone, the particular suitability test does not apply. When considering a D(5) density variance, it is the Randolph Town Center case and not the Medici case that is used to analyze this request. The applicant must show that the site can accommodate the potential problems associated with a FAR and /or density greater than permitted by the ordinance. Additionally, a showing of the negative criteria is necessary. The applicant must show that the proposed variance can be granted without substantial

detriment to the public good and will not substantially impair the intent and purpose of the Master Plan and Zoning Ordinance.

The Board is satisfied that the site is particularly suited for more intensive development and the can accommodate potential problems associated with a density greater than what is permitted by ordinance. The Applicant has shown that there is more than adequate parking and drainage. Additionally, the traffic will be minimally affected. This site can accommodate the additional density.

WHEREAS, the Board, after careful deliberation found that this application has met the requirements of N.J.S.A. 40:55-70(c). With respect to the C variances requested, the board finds that the Applicant's proposed changes to the property will not have a negative impact on the adjoining properties, the zoning plan and the neighborhood. The Board commended Applicant for amending plans to address any and all concerns and believes that the benefits of allowing these variances will outweigh any detriments.

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact.

WHEREAS, the Board has determined that the benefits of this proposal do outweigh the detriments; and

WHEREAS, the Board has determined that the relief sought will not impair the intent and purpose of the Master Plan or Zoning Ordinance of the Borough of Edgewater; and

NOW, THEREFORE, BASED ON THE FOREGOING FINDINGS AND CONCLUSIONS, BE IT RESOLVED by the Edgewater Board of Adjustment as follows:

The variance relief and site approval requested from the Board in this matter is APPROVED with the following conditions:

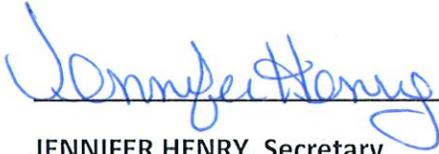
- A. The Applicant will comply with all engineering requirements of Boswell Engineering, including but not limited the contents of the 4/4/23 Boswell Report, all drainage, all lighting, and in design and installation of a landscape buffer on the lower level of the restaurant.
- B. Applicant will comply with all recommendations of Boswell concerning the adjustment of lighting after a 6-month review.
- C. The Applicant will comply with all affordable housing requirements.
- D. Applicant will not install a gate on the southern driveway.
- E. Applicant will create a dog park/run area.
- F. Applicant will replace all curbs and sidewalks on Old River Road.
- G. Applicant will replace all sidewalks on River Road.
- H. Applicant will install a fire hydrant on River Road which location will be determined at direction of ^{Boswell} Colliers Engineering and the Edgewater Fire Official.
- I. The Applicant must make current all escrows with the Edgewater Zoning Board of Adjustment and ensure that the escrow account continues to contain sufficient funds or this approval becomes void. The failure of the Applicant to maintain sufficient escrow funds within 30 days of a deficiency notice shall result in the voiding of this approval.
- J. The payment of all real estate taxes relating to the Property.
- K. The payment of all outstanding fees and assessments relating to the Property.

BE IT FURTHER RESOLVED, that notice of this decision shall be published in the official newspaper of the Borough of Edgewater.

BE IT FURTHER RESOLVED, that the members of the Board of Adjustment who voted in favor of such variances do hereby memorialize and confirm the foregoing findings of fact, determinations and conclusions set forth in this Resolution of Memorialization as the "official action" taken by the Board of Adjustment of said date, in accordance with the provisions of N.J.S.A. 40:55D-10(g)(2) of the New Jersey Municipal Land Use Law this 5th day of July, 2023.

ATTEST:

SO APPROVED:



JENNIFER HENRY, Secretary



ROBERT CHRISTIANSEN, Chairperson

Board Member Motion Second Yes No Absent Abstain

Chairman Christiansen	X		X			
Haig Shirinian		X	X			
Richard Gannon			X			
Gianni Delgaudio						
Alexa Monte						
Felix Bardinas			X			
James Nicolidas			X			
Manuel Cosme			X			
Tony Hadi					X	

EDGEWATER BOROUGH PLANNING BOARD

**RE: PRELIMINARY AND FINAL SITE PLAN APROVAL
FOR 180 OLD RIVER ROAD DFT 2017 LLC**

RESOLUTION NO. 10-9-19 PB

Made By: John Candellmo

Seconded By: Pete Phillips

WHEREAS, 180 OLD RIVER ROAD DFT 2017 LLC ("Applicant") is the owner of property located at 180 Old River Road, also known as Block 89, Lot 4 (the "Property") on the Edgewater Borough Tax Map; and

WHEREAS, the Applicant has submitted an application to construct a 13-story, 100-unit residential building, over an automated "parking block" of 4 levels; and

WHEREAS, the Property is located in the MXD-2 Mixed Use Zoning District; and

WHEREAS, the Applicant has applied to the Planning Board for Preliminary and Final Site Plan approval with certain waivers; and

WHEREAS, the Application was filed on or about November 8, 2018 and an initial hearing was scheduled for February 13, 2019 where certain aspects of the proposed development were discussed, with some aspects being jurisdictional in nature, so the Applicant determined it was in the best interest to amend the Application and re-notice, whereby hearings were held on the application on June 12, 2019, July 10, 2019 and September 11, 2019; and

WHEREAS, proper notice was provided for the hearings and certain courtesy notices were provided regarding the requested adjournments; and

WHEREAS, the following individuals appeared on behalf of the Applicants: Antranig Aslanian, Esq. and Zare Khorozian, Esq., Attorneys, Charles Olivo, P.E., P.P and PTOE, Engineer, Conrad Roncati, Jr. R.A., Architect, and Kenneth Ochab, P.P., Planner; and

WHEREAS, Gregory Asadurian, Esq. appeared on behalf of the Objector, the Borough of Cliffside Park, New Jersey; and

WHEREAS, all other jurisdictional requirements have been met; and

WHEREAS, the Board, having reviewed the plans, application and testimony presented on behalf of Applicant in regards to the amended application, and reviewed the reports of the Board's Professionals, make the following findings of facts and conclusions of law:

1. The Board has jurisdiction to hear the Application.
2. The following exhibits were marked:
 - A-1: Site Plan dated 4/26/2019
 - A-2: Traffic & Parking Assessment Report dated 4/26/2019
 - A-3 A100-A105 Architecturals dated 4/22/2019
 - A-4 A102 Roof Plan dated 4/22/2019
 - A-5 Colorized Perspective Rendering
 - A-6 A200 Colorized Schematic dated 4/22/2019
 - A-7 Video presentation of the operation of the automated parking block
 - A-8 Map of Slope Disturbance
 - A-9 Architectural Rendering last revised 9/11/19 to depict revisions requested by the Board
3. The following report was also considered by the Board in this application, which report is made a part of the record before the Board: Engineering Report dated June 7, 2019 prepared by the Board Engineer, Louis Ploskonka, PE, CME, from CME Associates as well as a Planning Memorandum dated December 23, 2018, revised May 30, 2019 and last revised June 27, 2019 prepared by the Board Planner, Kathryn Gregory, PP, AICP from Gregory Associates LLC; and
4. The Property is located in Block 89, Lot 4 and is located in the MXD-2 Mixed Use Zoning District. The Applicant seeks to construct a 13-story 100 unit residential structure, overtop a 4-level automated parking block, and of the 100 units, 15 units will be dedicated to affordable housing as per the Borough and State requirements.
5. The 100 units shall be broken down to 12 three-bedroom units, 63 two-bedroom units, and 25 one-bedroom units, inclusive of the required 15 affordable housing units.
6. The Applicant's Attorney's, Antranig Aslanian, Esq. and Zare Khorozian, Esq. presented the application and gave an overview of the project and explained the nature of the development, the affordability component, the revisions made since the inception of the project for the purposes of making the application virtually variance and waiver free.
7. At the September 11, 2019 meeting, it was represented to the Board, that the Applicant and the objector; the Borough of Cliffside Park, had reached a settlement agreement as it pertains to the Objector's concerns. The settlement agreement is explicitly made a part of this Resolution of Approval and shall be marked as J-1 and annexed hereto and incorporated herein.

8. All conditions of the settlement agreement shall be complied with, and the Board conditioned their approval to the same, so whereas if any conditions of the settlement agreement shall need to be deviated from, the Applicant shall be required to appear before the Board and on proper notice to the Objector, to request such deviation from said conditions.
9. Charles Olivo, PE, PP, PTOE, was accepted as an expert in the field of Civil and Traffic Engineering and testified to the following:
 - a. Provided an overview of the existing conditions on the property,
 - b. Reviewed the exhibits and site plan and described the parking system,
 - c. Testified that 125 parking spaces are required, and they will be providing 125 spaces within the parking "block" and 5 surface spaces,
 - d. Agreed that a 2nd source of water will be provided to the structure due to being a high-rise structure,
 - e. Presented the traffic and Parking assessment report and took no credit for public transportation in his analysis so as to be as conservative as possible.
 - f. Testified to the steep slope analysis
10. Mr. Olivo also answered questions from the Board's Engineer regarding the vacation of the roadway at Old River/Gorge and furthermore agreed on behalf of the Applicant that all conditions within the Board Engineer's review letter will be complied with.
11. Mr. Olivo also answered questions posed by the objector's counsel and after the initial hearing and revisions to the plan, revised the plan to provide for sidewalks to be installed and located around the development as per the Board's request and to also install a satisfactory number of electric car charging stations to accommodate this luxury high-rise modern residential structure.
12. Conrad Roncati, R.A. was accepted as an expert in the field of architecture and testified to the individual floor plans as follows:
 - a. There will be 12 three-bedrooms (maximum of one per floor), 63 two-bedrooms, and 25 one-bedroom units and that 15% of the units will be dedicated and deed restricted as affordable housing units;
 - b. He identified each exhibit and explained the individual floor plans in detail as well as the colorized rendering, perspective and schematic;
 - c. The video of the automated parking block was shown and explained that this system is currently in operation in Cliffside Park and Hoboken
 - d. It was also discussed that after the agreement with Cliffside Park was reached (J-1), the overall height of the building will be 147 feet and 8

~~inches and contain 13 stories over the parking block and contain 100 units.~~

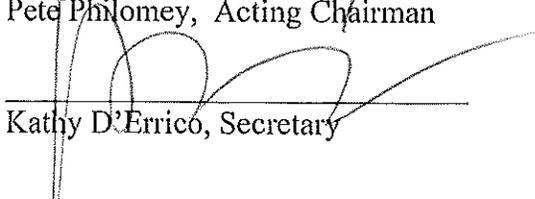
13. Kenneth Ochab, P.P., was accepted as an expert in the field of Planning by the Board and was available to testify on behalf of the Applicant and submitted his Fiscal Impact Analysis dated April 24, 2019.
14. The Board asked numerous questions throughout the presentation regarding the traffic flow, the landscaping, the sidewalks and the overall design and use of the buildings on the property. Revisions to the architectural plans were made during the course of the hearing to address the Board concerns, especially regarding sidewalks along the northern side of Old River Road, on-site, as well as a commitment to install electric car charging stations on-site for the benefit of this luxury, modern high-rise building.
15. The Board explicitly took into account the resolution the Applicant reached with neighboring Cliffside Park, who initially was objecting to this Application and the Board conditioned their approval on receipt of an executed copy of the settlement agreement between the two parties, which it was stipulated would be made part of this approval.
16. With the exception of Cliffside Park as objector, no other member of the public made any comment or raised any concern regarding the Application.
17. The Board was satisfied with the Applicant's testimony and was satisfied that the proposed site plan is consistent with the requirements of the Zone, the Board also took notice that the Applicant addressed the concerns of the Board and the original objector, that the uses proposed were permitted uses and found the testimony of the Applicant's professionals to be credible and accepted the testimony as outlined above.
18. The Board also requested that the Applicant provide a certain number of electric car charging stations within the parking area to which the Applicant agreed to provide.
19. The Board also requested that the sidewalk requirements be met in the site, including the providing of a sidewalk on the northern side of Old River Road, which the Applicant agreed to provide.
20. Accordingly, the Board, having considered the testimony and documentation presented as part of the application, finds that the proposed Application as amended ought to be granted.

NOW, THEREFORE, BE IT RESOLVED, by the Edgewater Borough Planning Board that the approval of the Application of 180 OLD RIVER ROAD DFT 2017 LLC, for preliminary and final site plan approval is hereby granted and memorialized, such approval having been made subject to the Applicant's express adherence to and compliance with the following conditions:

1. Sidewalks shall be constructed along the northern side of Old River Road and that a reasonable number of electric car charging stations be provided on site.
2. The Applicant shall address and comply with the Board's Professionals comments contained within their review letters and comply with the terms of the Settlement Agreement with Cliffside Park, annexed hereto.
3. 15% of all the units (15 total units) shall be deed-restricted as affordable housing units and the Applicant shall provide to the Borough all such documentation deemed necessary by the Borough to be credited for the same.
4. The payment of all real estate taxes relating to the Property.
5. The payment of all outstanding fees and assessments relating to the Property.
6. The Applicant must make current all escrow accounts with the Edgewater Borough Planning Board, and ensure that the escrow account continues to contain sufficient funds, or this approval becomes void. The failure of the Applicant to maintain sufficient escrow funds within thirty (30) days of receipt of a deficiency notice shall result in the voiding of this approval.
7. The Applicant must obtain all necessary approvals from outside agencies, local, county, state and/or federal.
8. The terms and conditions as set forth in this Resolution shall be incorporated and any other governmental approvals, including prior Board approvals, as if set forth at length. The Applicant shall transmit a copy of the within Resolution to all other governmental agencies having jurisdiction over this matter and from which Applicant seeks approval.
9. A copy of this Resolution shall be sent by the Planning Board secretary to the Applicant, to the Edgewater Borough Clerk, to the Edgewater Borough Zoning Officer, and to the Edgewater Borough Building Inspector within ten (10) days of the date hereof.



Pete Philomey, Acting Chairman



Kathy D'Errico, Secretary

Dated: October 9, 2019

EDGEWATER BOROUGH PLANNING BOARD

**RE: PRELIMINARY AND FINAL SITE PLAN APPROVAL
FOR 615 RIVER ROAD PARTNERS URBAN RENEWAL LLC**

RESOLUTION NO.

Made By: EMA KELLEY

Seconded By: JAMES TRACY

WHEREAS, 615 RIVER ROAD PARTNERS URBAN RENEWAL LLC (“Applicant”) is the owner of property located at 615 River Road, also known as Block 76, Lots 1 and 5 (the “Property”) on the Edgewater Borough Tax Map; and

WHEREAS, the Applicant has submitted an application to develop the site with two buildings containing three (3) high-rise multifamily residential towers with retail space, parking, residential units wrapping the garage structures, indoor and outdoor amenity spaces and various other project components; and

WHEREAS, the Property was previously deemed an area in need of redevelopment and a redevelopment plan entitled “615 River Road Redevelopment Plan” (the “Redevelopment Plan”) was adopted for the Property by the Borough of Edgewater (Ordinance #2020-005); and

WHEREAS, the Application as proposed will comply with the terms of the Redevelopment Plan, subject to a single variance request for the height of the parking structures, which request is for a total height for the garage structures of 64 feet above FEMA’s then applicable flood elevation, whereby 60 feet above FEMA’s then applicable flood elevation is permitted as per the Redevelopment Plan; and

WHEREAS, the Applicant has applied to the Planning Board for Preliminary and Final Site Plan approval with a variance request for the garage height; and

WHEREAS, the Application was initially filed on or about May 17, 2021, the Application was amended and re-submitted on May 27, 2021, and a completeness review occurred on June 30th, 2021, whereby the Planning Board then determined the Application to be complete and could be set down for a hearing. Subsequently a Fiscal Impact Study was submitted on July 8, 2021 and additional application packets were submitted on July 23rd with a letter to the Planning Board on July 26, 2021 and September 27, 2021.; and

WHEREAS, hearings were subsequently held on the application on August 12, 2021, October 7, 2021, November 29, 2021 and December 9, 2021; and

WHEREAS, proper notice was provided for the hearings; and

WHEREAS, during the course of the hearings, the following attorneys raised objections on behalf of objectors (together, the “Objectors”) to the Application:

SJ660 LLC (known as Sojo Spa), was represented by Alan Pralgever, Esq. of Greenbaum Rowe, Smith & Davies

Borough of Cliffside Park, was represented by Christine Gillen, Esq. and Chris Ditkas, Esq. of Ditkas Gillen, P.C.

Erik DeMarco, resident, was represented by Richard Malagiere, Esq. of the Law Offices of Richard Malagiere

WHEREAS, the Applicant was represented by Brian Chewcaskie, Esq., of Cleary Jacobbe, Alfieri & Jacobs LLC as well as the following experts:

Applicant’s Architect, Daniel Kaplan, AIA, FXCollaborative Architects;
Applicant’s Landscape Architect, Barbara Wilks, FAIA, FASLA, W Architecture and Landscape Architecture;
Applicant’s Project Manager/Architect, Joseph Pikiewicz, AIA LEED AP, FXCollaborative;
Applicant’s Civil Engineer, Alexander Lomei, P.E., Bohler Engineering;
Applicant’s Traffic Engineer, Jerrid Dinnen, PE, PTOE, Atlantic Traffic & Design Engineering, LLC; and
Applicant’s Planner, Christine Nazzaro Cofone, P.P., Cofone Consulting Group, LLC

WHEREAS, prior to commencement of the hearing on the Application on August 12, 2021, Mr. Pralgever on behalf of Objector SJ660 LLC, raised a jurisdictional objection as to whether the Planning Board had jurisdiction due to an alleged overall building height variance that would create the need for a “d” variance. However it was determined that the plans that Mr. Pralgever was referencing were prior plans, and the Applicant had submitted revised plans on July 23, 2021. These revised plans, which were presented to the Board at the August 12, 2021 hearing, were compliant with the Redevelopment Plan, and therefore no variance was being requested by the Applicant pertaining to the overall height of the residential towers. Therefore, the Planning Board determined it had jurisdiction to continue with the hearing;

WHEREAS, all other jurisdictional requirements have been met and the Board determined that it had jurisdiction to hear the Application; and

WHEREAS, the Board, having reviewed the plans, application and testimony presented on behalf of Applicant, reviewed the reports of the Board’s Professionals, considered the arguments and questions raised on behalf of the Objectors, make the following findings of facts and conclusions of law:

1. The jurisdictional objection raised by Objector SJ660 LLC's counsel was determined to be improper as the overall height of the residential towers was compliant with the requirements of the Redevelopment Plan and therefore, the Board determined that it had jurisdiction to hear the application;
2. The following exhibits were marked:

A-1: Powerpoint Presentation prepared by FXCollaborative presented at August 12, 2021 hearing;
A-2: Powerpoint Presentation prepared by FXCollaborative presented at October 7, 2021 hearing;
A-3: Viewshed Analysis
A-4: Traffic Impact Analysis dated May 28, 2021
CP-1: Bergen County Review Letter dated September 29, 2021
CP-2: Sheet 301 of Site Plan
CP-3: Sheet 302 of Site Plan
CP-4: Sheet 402 of Site Plan
CP-5: Truck Turning Templates, 6 pages
CP-6: Aerial Photographs

A = Applicant's
CP = Objector Cliffside Park

3. The following reports from the Board Professionals were also considered by the Board in this application, which reports are made a part of the record before the Board: Engineering Report dated June 3, 2021, revised September 30, 2021 prepared by the Board Engineer, Carl P. O'Brien, PE, from Colliers Engineering and Design as well as a Planning Memorandum dated July 29, 2021, prepared by the Board Planner, Kathryn Gregory, PP, AICP from Gregory Associates LLC; and
4. The Property is located on Block 76, Lots 1 and 5 and is subject to the Redevelopment Plan. The Applicant seeks to construct two buildings with three (3) high-rise towers that each contain up to 25 stories above grade and a total of up to 1,200 residential units, with a 15% affordable component, which at full build out of the 1,200 units will generate 180 units dedicated to affordable housing as per the Borough, State, Court and Fair Share agreement and requirements.

August 12, 2021 hearing:

5. The Applicant's Attorney's, Brian Chewcaskie, Esq. introduced the application, and in response to an objection by Cliffside Park, recognized that they are proceeding at their own risk as the Redevelopment Plan is currently the subject of litigation, and in response to the jurisdictional

objection by SJ660 LLC, indicated that the height of the buildings will be up to 300 feet above FEMA's then applicable flood elevation and the evidence presented will confirm the same and that will therefore give this Board jurisdiction.

6. The Applicant's Architect, Daniel Kaplan, AIA, from FXCollaborative was sworn in, recognized as an expert in the field of architecture and testified as follows:
 - a. Mr. Kaplan presented exhibit A-1, the powerpoint presentation that was prepared by FXCollaborative to provide a summary of the proposed project;
 - b. Mr. Kaplan indicated that they wanted to create a significant "front door" on River Road with a strong visual connection from River Road to the Hudson River and New York City, create a public walkway along the Hudson River, create a compelling open space on the Property, create a transit-oriented development with a bus stop and potentially a ferry stop, all in an elegant and handsome architectural composition;
 - c. In creating the design of this site, the design team embraced the Borough's Master Plan objectives;
 - d. Mr. Kaplan then walked the Board through the design elements of the site and architectural plan, discussed the building podiums, the potential transit stop, the open space areas, the viewshed design from River Road looking east to the Hudson, as well as the design of the buildings with differing terraces and sculptured corners to avoid a shoebox type structure;

7. The Applicant's Project Manager, Joe Pikiewicz, AIA, another architect from FXCollaborative was sworn in and accepted as an expert and expounded on Mr. Kaplan's testimony and testified as follows:
 - a. Mr. Pikiewicz went through the different preliminary floor plans and what was typically proposed for each level, including the green spaces, the podium levels, and amenities. Mr. Pikiewicz confirmed that the residential towers will not exceed 300 foot height above the then applicable FEMA flood elevation and accordingly it conforms to the Redevelopment Plan, and he also indicated that the originally requested waiver for the easement width of the riverfront walkway would be eliminated and the Applicant would provide an easement for the entirety of the width of the walkway, understanding that it would be greater than 30' in width in some places;
 - b. Mr. Pikiewicz also testified to the height of the garages being 64 feet above the then applicable FEMA flood elevation, whereby 60 feet above the then applicable FEMA flood elevation is the maximum height for the garage structures set forth in the Redevelopment Plan. Mr. Pikiewicz explained that this is being done for various purposes including adding

additional flood resiliency. He identified that 1 foot above base flood elevation is required by applicable NJDEP regulations for construction but they are raising it an additional foot to 2 feet to create additional flood resilience. The Applicant also seeks an additional 2 feet to accommodate a green roof, which will assist in storm water retention, so that is where the total requested variance of 4 feet arises from;

- c. A board member questioned the height of the garages and the overall height of residential buildings not changing, and Mr. Pikiewicz confirmed that the overall building height of the three residential towers is in compliance with the Redevelopment Plan. Mr. Pikiewicz said that to accommodate the additional resiliency and the green roofs, the height of the garage structures would be higher than permitted in the Redevelopment Plan.
8. The Applicant's Landscape Architect, Ms. Barbara Wilks, FAIA, FASLA, from W Architecture and Landscape Architecture was sworn in and accepted as an expert in the field of landscape architecture and testified as follows:
- a. Ms. Wilks testified to the differing landscaped areas that are being proposed in the site plan, such as the play area, the dog run, flowering plants, the waterfront walkway, and planting areas along River Road as well as the green roof structures and their importance;
 - b. Ms. Wilks also answered some questions from the Objector's attorneys regarding the height of the plantings, the nature of the green space, as well as the green roofs.
9. The Applicant's Engineer, Mr. Alex Lomei, PE from Bohler Engineering was sworn and accepted as an expert in the field of engineering and testified as follows:
- a. Mr. Lomei testified to the site plan dated July 22, 2021 and walked the Board and public through a colorized version of the site plan;
 - b. Mr. Lomei explained the flood hazard and waterfront development requirements as required by the NJDEP and that the Applicant will be making an application with the NJDEP for those approvals; additionally Mr. Lomei testified that the parking in the garages will comply with the parking requirement set forth in the Redevelopment Plan, all required ADA accessibility will be constructed, the ingress and egress to the site as well as testimony related to the waterfront walkway;
 - c. Mr. Lomei also addressed questions related to temporary fencing and access during the construction period, deliveries and operational aspects, as well as testimony related to the proposed signalized intersection on River Road that the County of Bergen is reviewing.
 - d. Mr. Lomei also indicated that he will provide turning templates at a future hearing for the Board's consideration.

- e. Mr. Lomei also confirmed that where the waterfront walkway goes outside the required 30 foot wide easement, the Applicant will grant a wider easement so that the entirety of the waterfront walkway falls within the easement, and Mr. Lomei then testified at length regarding the drainage on the property and the stormwater management design to handle the drainage, as well as a description of all the utilities needed for the site, all of which Mr. Lomei indicated will meet regulatory requirements;
- f. Mr. Lomei testified that the applicant will work with the Board's Engineer to address the comments in the Board Engineer's review letter and reiterated that the existing flood elevation is at elevation 9 (using NAVD 88 datum (based upon FEMA's current effective map) , so they designed the garage floor to be at elevation 11 to provide a 2 foot resiliency factor, doubling the 1 foot of freeboard that is required by NJDEP regulation and then an additional 2 feet to accommodate the green roof;
- g. The Board's expert then asked questions of Mr. Lomei which information would be provided or was adequately addressed or will be addressed;
- h. Mr. Lomei was then cross-examined by Mr. Ditkas as to some design elements of the waterfront walkway, the turning templates, refuse, utility meters, lighting and it was agreed that everything would be constructed to the allowable codes.
- i. Mr. Lomei was then cross-examined by Mr. Pralgever in regard to the stormwater detention and drainage design, and Mr. Lomei stipulated that the stormwater and drainage design would meet all applicable NJDEP requirements/criteria, and Mr. Pralgever asked about traffic circulation, delivery and garbage trucks and access around the buildings, all of which Mr. Lomei testified that there is adequate movement capabilities and width for two-way traffic and meets all regulatory standards.
- j. Additional questions were raised by the Board and Mr. Ditkas related to ingress/egress for the retail uses, as well as the garage circulation.
- k. A member of the public asked about the current demand for retail and he indicated that he lives across the street and works in retail and would be interested in the space.

October 7, 2021 hearing:

- 10. The Applicant's Architect, Daniel Kaplan, AIA, from FXCollaboraive was recalled and testified to the following:
 - a. Mr. Kaplan testified to the powerpoint exhibit marked A-2, and discussed the parking requirement and the parking garages, the anticipated total number of parking spaces being 1,240 spaces and that all the parking areas will meet all necessary and required building codes;

- b. Mr. Kaplan also answered questions raised at the prior hearing as it relates to the generator and gas meters and addressed the questions contained in the Board Engineer's review letter.
 - c. Mr. Kaplan also addressed questions from the Objectors related to the garages having sprinkler systems, parking , and confirmed that the construction plans will comply with all required building and fire codes.
11. The Applicant's project manager, Architect Joe Pikiewicz, from FXCollaborative was recalled and testified to the locations of the affordable housing units, testified to the viewshed analysis which was marked as A-3, and answered questions from Objector Cliffside Park as it relates to the views pertaining to Cliffside Park and the impact.
12. The Applicant's Engineer, Mr. Alex Lomei from Bohler Engineering was recalled and addressed questions from the prior hearing as they related to traffic circulation, emergency services, turning templates, questions in the Board Engineer's review letter, site lighting as well as the removal of notation related to the pedestrian bridge. Mr. Lomei also answered questions from the Objectors related to the same.
13. The Applicant's landscape architect, Ms. Barbara Wilks was recalled and answered questions from the prior hearing related to the green roofs and the landscaping of the amenity areas.
14. The Applicant's Traffic Engineer, Mr. Jerrid Dinnen, from Atlantic Traffic and Design Engineering, was sworn in and accepted as an expert in the field of Traffic Engineering and testified to the following:
- a. Mr. Dinnen presented his traffic impact analysis which was marked as A-4 as well as explained the adjustments made for Covid, his reliance on an additional traffic report that was provided to the Borough as part of another neighboring application, as well as the County having jurisdiction over River Road, and the County having a few comments and that the Applicant will work with the County to make sure the proposed signal for this site works in coordination with the adjacent two traffic signals.
 - b. Mr. Dinnen answered questions from the Board as it related to traffic on River Road, what the impact would be on congestion, the mitigation techniques and whether the design would create any failing conditions that need to be addressed. The Board also asked about the County jurisdiction and the recommendations made by the County.
 - c. Mr Dinnen answered cross-examination questions from the Objectors which testimony continued into the November 29, 2021 meeting and addressed questions about future development of adjacent sites, questions related to the construction of the waterfront walkway, how he made adjustments to traffic counts as a result of Covid, that the Board

Engineer's comments were provided to the County for their consideration and that the Applicant will work with the County during design and construction to make any signal adjustments.

November 29, 2021 hearing:

15. The Applicant's Planner, Ms, Christine Nazzaro Cofone, P.P. from the Cofone Consulting Group, was sworn in and accepted as an expert in the field of Planning and testified to the following:
 - a. Ms. Cofone testified to the one variance that is needed as it relates to the height of the garages and that they would require a C-variance and the Board could grant that variance either through the C-1 analysis or the C-2 analysis;
 - b. Ms. Cofone testified that under the C-2 statutory criteria one or more of the purposes of the Municipal Land Use Law (N.J.S.A. 40:55D-2) must be met and specifically Criteria B talks about securing a building from flooding and Criteria G talks about providing for sufficient space in appropriate locations.
 - c. Ms. Cofone testified that this structure was a creative architectural design and a little counter-intuitive that a variance is needed for a 64 foot parking garage height when the garage wraps a 25 story, 300 foot high building, but that is important when discussing the negative criteria and whether there is a substantial detriment that is outweighed by the benefits.
 - d. Additional criteria of the MLUL is applicable, as follows:
Criteria I as the design creates a desirable visual environment, and Criteria M, the redevelopment of this site creates an efficient use of the land.
 - e. Ms. Cofone noted the positive criteria and in reviewing the negative recognized that the 4 foot deviation will not be perceived because the garage wraps larger and higher buildings, and considering the affordable housing that is being provided, the sustainability of the site, in her professional opinion she finds it hard to find any detriment that would warrant denying this variance.
 - f. Ms. Cofone reiterated that C-1 hardship would be applicable because of dealing with flood issues, but even if not C-1, then C-2 would be applicable under multiple statutory purposes and there is no detriment that would prevent the Board from granting the variance.
 - g. Ms. Cofone was cross-examined by the Objectors related to the integration of the affordable units into the two buildings, and whether the variance request for the garages has any impact on Cliffside Park from a planning perspective, whether Fair Share Housing Center has any objection to the proposed integration and it was stipulated that this approval will be conditioned upon the integration of the affordable units.

16. Objector, Cliffside Park presented three witnesses, Mr. Lee Klein, P.E. a traffic engineer, Mr. Don Norbut, P.E. a civil engineer, and Mr. Martin Prescott, P.P. a professional planner.
17. Objector, Cliffside Park's traffic engineer, Mr. Klein, from Klein Traffic Consulting, was sworn in and accepted as a professional traffic engineer and testified to the following:
 - a. Mr. Klein testified that although the Applicant's traffic engineer made covid adjustments for weekdays, he did not do so for Saturdays, and he also recommended that the Applicant study additional intersections to the north and south of the site, expressed his concern related to the number of trips and utilizing one accepted ITE method over another, and the County's review.
 - b. Mr. Klein also marked the County Review letter as CP-1 and spoke to that and his comments are not contradictory to the Board Engineer's comments as to traffic.
 - c. Mr. Klein was cross-examined by the Applicant and testified that he did not know that Applicant's traffic study was submitted to the County as part of their review, but can't say whether the County considered it, and agreed that either ITE methodology is acceptable, be it the one he is recommending or the one that the Applicant utilized.
18. Objector Cliffside Park's civil engineer, Mr. Donald Norbut, P.E. from Remington and Vernick was sworn and accepted as an expert in engineering and testified to the following:
 - a. Mr. Norbut marked Applicant's submission Bohler's sheet 301 as CP-2, Sheet 302 as CP-3, Sheet 402 as CP-4, truck turning templates as CP-5, and an aerial photo as CP-6, all of which Mr. Norbut testified to.
 - b. Mr. Norbut testified to his concerns related to traffic circulation and turning radii for larger vehicles, width of roadways, as well as potential conflicts with vehicles inside the site.
 - c. Mr. Norbut also had concerns related to certain sight distances at the corners of the buildings as well trucks making K-turns, pedestrian walkway conflicts, viewshed issues, and potential safety concerns as well as his concern with emergency vehicles utilizing the Riverwalk for access.
 - d. The Board asked questions regarding the adequacy of the riverwalk for emergency access and the Board Engineer noted that members of the Board serve on these emergency services and seemed satisfied that they could safely utilize the riverwalk for such purposes.
 - e. Mr. Norbut was cross-examined by Applicant and testified that the site is in accordance with RSIS standards, that the viewshed requirement has been complied with and that he is not aware of any other property in

Edgewater on the water that provides at least two acres of open space and that provides an east/west view corridor.

December 9, 2021 hearing:

19. Objector, SJ660 LLC's professional planner, Mr. Peter Steck, P.P. was sworn and was accepted as an expert in the field of Planning and testified on behalf of the Objector, SJ 660 LLC as follows:
 - a. Mr. Steck briefly made comments regarding the Fiscal Impact Analysis, the ferry and a pedestrian bridge which testimony was objected to by Applicant's Counsel as being outside the scope of experience of the professional planner.
 - b. Mr. Steck also testified to the nature of the riverwalk and it being contiguous to the neighboring properties and the issue with connecting it to the north as there will be a connection at the southern portion of the property as well as his concern with the location of the affordable units and that their location should be shown on the plans.
 - c. Mr. Steck was cross-examined by Applicant and agreed that the project would be subject to a waterfront development permit from the NJDEP and the NJDEP will address from their point of view any potential flood conditions.
 - d. Mr. Steck did not comment or provide any testimony as to his opinion as to whether the positive and/or negative criteria are or are not met as it relates to the requested variance for garage height.

20. Objector Cliffside Park's professional planner, Martin Truscott, P.P. AICP, was sworn and was accepted as an expert in the field of Planning and testified on behalf of the Objector Cliffside Park as follows.
 - a. Mr. Truscott opined that Borough Ordinance 240-99 suggests that the 18 foot rooftop mechanicals needs a variance as the rooftop mechanicals can only be 15 feet above the roof line. His interpretation is that the roof line is established at 282 feet, then the maximum, inclusive of the mechanicals can be 297 feet, despite the Redevelopment Plan allowing 300 feet in height above the then applicable flood elevation.
 - b. Mr. Truscott commented on Ms. Cofone's planning testimony and agreed that it was thorough and addressed the statutory criteria, but in his opinion he felt the positive criteria testimony was not persuasive as it relates specifically to the height of the garages.
 - c. Mr. Truscott also testified to his opinion on integrating the affordable units within the site but agreed that if the Board decided to accept Fair Share Housing Center's opinion that was the Board's call.
 - d. Mr. Truscott was cross-examined by the Applicant and in relation to the height issue, agreed that under his interpretation mechanicals could exceed the building height limitations, but since these mechanicals are

18 feet high they exceed the building height requirement for mechanicals despite still being within the overall building height requirement for the building.

- e. Mr. Truscott was also cross-examined by Applicant's counsel and agreed that although he has a different opinion as to whether the positive criteria outweighs the negative, that is in the Board's jurisdiction and he also agreed in relation to the affordable housing units, that the Planning Board can condition the approval to be on compliance with UHAC and their ordinance.
 - f. The Board also asked questions about his opinion on the positive and negative criteria as well as location of the affordable units.
21. With the exception of a question from a member of the public regarding the need for retail space and a question as to the removal of the riverfront walkway easement exception, no other members of the public participated in the hearing.
22. The Applicant, Cliffside Park and SJ 660 LLC all made summations before the Board as to their opinions as to whether this Application should be granted.
23. The Board was satisfied with the Applicant's testimony and was satisfied that the proposed site plan is consistent with the requirements of the Redevelopment Plan, and that the only variance being requested was a 4 foot height variance for the height of the garages which was necessitated for the purposes of incorporating additional resiliency for the purposes of flood elevation.
24. The Board also listened to the objections from both Cliffside Park and SJ 660 LLC, and determined that the criteria for the variance request has been satisfied, that the positives of this project, namely the riverfront walkway, the design and aesthetics of the building, the redevelopment of this site, the provision for access for emergency services, all outweigh the detriments.
25. The Board recognized through the testimony and is well aware that flooding in Edgewater is going to happen and not every single emergency situation or environmental situation can be taken into account, but this development addresses as many conditions as it can, and in relation to the view as much as Cliffside Park doesn't like it, Cliffside Park does not own the view and the many positives aspects of this development outweigh the negative of the additional 4 feet for the garage and the site plan.
26. Accordingly, the Board, having considered the testimony and documentation presented as part of the application, all arguments for and against the Application, finds that the benefits outweigh the detriments as it pertains to the need for the variance, that specifically the additional flood

hazard resiliency is a positive, the aesthetics are a positive, and the redevelopment of this site is a positive, and that there is minimal if any detriment to the granting of the variances, the Board finds the buildings meet the required height of the Redevelopment Plan with the mechanicals and that the standards of the Borough's Site Plan Ordinance have been satisfied. Therefore, the Application as proposed is hereby granted.

NOW, THEREFORE, BE IT RESOLVED, by the Edgewater Borough Planning Board that the approval of the Application of 615 RIVER ROAD PARTNERS URBAN RENEWAL LLC, for preliminary and final site plan approval with a variance is hereby granted and memorialized, such approval having been made subject to the Applicant's express adherence to and compliance with the following conditions:

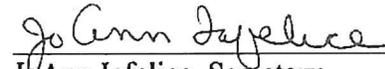
1. The affordable unit component of the project meets the requirements of the Borough's Housing Element and Fair Share Plan and shall meet all statutory and regulatory requirements.
2. The Applicant shall provide to the Borough and work with the Borough to supply all such documentation reasonably necessary for the Borough to have the affordable units contemplated by this approval be included in the Borough's inventory of affordable housing unit.
3. The Applicant shall in the development of the property endeavor to address the Board's Professionals comments contained within their review letters that were not previously addressed during the hearings.
4. The payment of all real estate taxes relating to the Property.
5. The payment of all outstanding fees and assessments relating to the Property.
6. The Applicant must make current all escrow accounts with the Edgewater Borough Planning Board and ensure that the escrow account continues to contain sufficient funds. The failure of the Applicant to maintain sufficient escrow funds within thirty (30) days of receipt of a deficiency notice may result in the voiding of this approval.
7. The Applicant must obtain all necessary approvals from outside agencies, local, county, state and/or federal.
8. The terms and conditions as set forth in this Resolution shall be incorporated and any other governmental approvals, including prior Board approvals, as if set forth at length. The Applicant shall transmit a copy of the within Resolution to all other governmental agencies having jurisdiction over this matter and from which Applicant seeks approval.
9. A copy of this Resolution shall be sent by the Planning Board secretary to the Applicant, to the Edgewater Borough Clerk, to the Edgewater Borough Zoning

Officer, and to the Edgewater Borough Building Inspector within ten (10) days of the date hereof.



PETER PHILOMENY, Chairman

Dated: January 12, 2022



JoAnn Iafelice, Secretary

**ZONING BOARD OF ADJUSTMENT
OF THE BOROUGH OF EDGEWATER**

RESOLUTION OF MEMORIALIZATION AS TO OFFICIAL ACTION

**In the Matter of the Application of
575 River Road, LLC for Variance Approvals
For 575 River Road,
Block 82, Lots 1, & 2
Application No. BADV-20/08**

WHEREAS, 575 River Road, LLC ("Applicant") is the owner of the property located at 575 River Road, identified as Block 82, Lots 1, & 2 as shown on the current Tax Assessment Map of the Borough of Edgewater (the "Property"); and

WHEREAS, Applicant filed an application with the Zoning Board of Adjustment of the Borough of Edgewater (the " Board") seeking variance relief from restrictions of the Zoning Ordinance of the Borough of Edgewater, pursuant to N.J.S.A. 40:55-70 (D)(1), (4) and (6) for construction of a multifamily residential building; and

WHEREAS, the Board conducted hearings on Applicant's original application during the fall of 2019 and during 2020; and

WHEREAS, Applicant submitted a revised application that sought bifurcated approval of a (D)1 Use Variance, (D)(4) FAR variance and (D)(6) height variance and as such must meet the statutory standard for such relief set forth in N.J.S.A. 40:55-D 70(D), which the Board elected to treat as a new application; and

WHEREAS, following a completeness hearing determination and determination that the Applicant's notices were sufficient, special public hearings at special meetings were held on January 28, February 18, March 16, March 30, April 20, and May 18, 2021; and

WHEREAS, the Applicant presented testimony by:

- 1. Mr. Harry T. Osborne, AIA, a licensed architect in the State of New Jersey, who was qualified in the field of architecture, and**
- 2. Mr. Lou Lugio, PE, a licensed engineer in the State of New Jersey, who was qualified in the field of traffic engineering, and**
- 3. Mr. Ken Ochab, PP, a licensed Planner in the State of New Jersey, who was qualified in the field of planning, and**

WHEREAS, the Applicant was represented by Daniel L. Steinhagen, Esq. and Mark J. Sokolich, Esq., and

WHEREAS, the Borough of Cliffside Park and the SOJO Spa appeared as objectors and were represented by John Molinelli, Esq. and Lawrence Cutalo, Esq.

WHEREAS, objectors presented testimony by:

- 1. Mr. Donald Norbut, a licensed engineer in the State of New Jersey, who was qualified in the field of engineering, and**
- 2. Ms. Frank Seney, a licensed engineer in the State of New Jersey, who was qualified as an expert in the field of traffic engineering, and**
- 3. Ms. Massiel M. Ferrara, a licensed planner in the State of New Jersey, who was qualified as an expert in the field of planning, and**
- 4. Mr. Mark Vergona, a licensed architect in the State of New Jersey, who was qualified as an expert in the field of architecture, and**
- 5. Mr. Miachel Kauker, a licensed planner in the State of New Jersey, who was qualified as an expert in the field of planning, and**

WHEREAS, members of the public appeared to question Applicant's witnesses and also express their respective concerns and voice their respective support and objections to the Application; and

WHEREAS, the following documents were submitted into evidence:

- A - 1 Variance Plan 1/15/21**
- A - 2 Site Plan 1/15/21**
- A - 3 Grade Level 1/15/21**
- A - 4 Second Level 1/15/21**
- A - 5 Third Level 1/15/21**
- A - 6 Floor Plans Towers 1/15/21**
- A - 7 Elevation2 1/15/21**
- A - 8 East Elevation 1/15/21**
- A - 9 Perspective One 1/15/21**
- A - 10 Perspective Two 1/15/21**
- A - 11 Perspective 3 1/15/21**
- A - 12 Perspective 4 1/15/21**
- A - 13 Perspective 5 1/15/21**
- A - 14 Aerials**
- A - 15 View Shed Analysis 2/12/21**
- A - 16 Traffic Impact Study 2/18/20**
- A - 17 Three Page Letter 1/14/21**

- A – 18 Power Point Slides 2/18/21**
- A – 19 Photo Exhibit 3/30/21**
- A – 20 Fiscal Impact Study 1/15/21**
- A – 21 Architectural Plans Rev 5/7/21**
- A – 22 Site Plan 5/7/21**
- A – 23 First Floor Plan/Parking 5/7/21**
- A – 24 Second Floor Plan 5/7/21**
- A – 25 Third Floor Plan 5/7/21**
- A – 26 Tower Floor Plan 5/7/21**
- A – 27 Elevations 5/7/21**
- A – 28 Elevations (west) 5/7/21**
- A – 29 Elevations 5/7/21**
- A – 30 Elevations 5/7/21**
- A – 31 Sections 5/7/21**
- A – 32 Sections 5/7/21**
- A – 33 Perspectives 5/7/21**
- A – 34 Perspectives 5/7/21**
- O – 1 View Shed Exhibit 1/22/21**
- O – 2 View Study 4/14/21**
- O – 3 Letter with Zoning Map 5/14/21**

WHEREAS, the Board is in receipt of reports from its planner, Kathryn M. Gregory, and engineer, Colliers Engineering & Design and said reports are incorporated into this Resolution by reference; and

WHEREAS, the Board initially utilized the engineering services of Boswell Engineering, but it was determined during the hearings on this application that Boswell Engineering had a conflict. As a result, the Board retained Colliers Engineering & Design, and the new Engineer confirmed that he did not review anything prepared by Boswell Engineering, and Board members were instructed not to consider any of the reports prepared by Boswell Engineering nor any of the comments or questions posed by Boswell Engineering prior to its replacement

NOW, THEREFORE, BE IT RESOLVED, by the Board of Adjustment of the Borough of Edgewater that the following findings of fact and conclusions are made or reached, respectively by the Board:

- 1. That all of the "Whereas Recitals" set forth above are incorporated as if set forth at length herein, as part of the Board's findings.**
- 2. That the Application, plans and documents submitted to the Board accompanying same are made as part of the record.**
- 3. The Applicant is seeking, by way of a bifurcated application, to construct a multifamily residential project on the property which is located in the B-3 Waterfront Commercial District. The Applicant will require a D(1) Use Variance, a D(4) F.A.R. variance and a D(6) height variance.**

At the January 28, 2021 meeting-

- 4. Based upon the comments of applicant's attorney, Daniel L. Steinhagen, Esq., the Board heard the following:**
 - a. Applicant requests that the Board accept a bifurcated application and has requested that the Board examine the D variances sought by applicant before addressing site plan issues at a later date.**
 - b. Board agrees to accept bifurcated application and has done so in the past.**

5. Based upon the testimony of Harry T. Osborne, Applicant's architect, the Board made the following findings of fact:
 - a. The Property was previously utilized as a golf driving range, but the structures on the Property have been demolished. There are two existing curb cuts, located at the north and south sides of the Property's frontage on River Road. The driveway curb cuts are in close proximity to the driveways located on the adjacent lots, which are the commercial developments of Edgewater Commons and the Mitsuwa shopping center.
 - b. Applicant initially sought to construct a high-rise residential tower consisting of 21 stories and a residential penthouse and containing 345 units: 245 1BR, 80 2BR, 12 3BR and 8 Studio Apartments; 30 3BR Townhouses; and a 2-story parking garage.
 - c. The parking required by RSIS is 407 spaces. Applicant has proposed 528.
 - d. 15% of the units will be affordable units.
 - e. Applicant has changed the location of the existing southern driveway and has adjusted access to the waterfront.
 - f. The tower is 22 stories (including the penthouse) and 225' to the roof. The equipment on the roof, which is 15' in height, does not count in calculating roof height.
 - g. After Board expressed concerns, Applicant agrees there will not be livable space on top of the townhomes.
 - h. Applicant agrees to convey to public at large an easement to access the Riverfront walkway.

6. Applicant objected to Borough of Cliffside Park as an objector claiming they do not have standing. Board attorney to examine issue and make determination.

At the February 18, 2021 meeting:

- 7. Board Attorney advised the Applicant and objectors that Cliffside Park may participate as an objector, cross-examine witnesses and present testimony from professionals.**
- 8. Based upon the testimony of architect, Mr. Osborne, architect for the Applicant, the Board made the following findings:**
 - a. The viewshed photograph came from Google Earth and was rendered by the Applicant's architect to include a to-scale rendering of the building facade.**
 - b. Views from nine locations, including multiple views on top of the Palisades from points within the Borough of Cliffside Park were analyzed as part of the view shed analysis and triangles used to determine the percentage obstruction in the views from various locations.**
 - 1. River Road looking south 11.25%, 2. Alexander pool 14%, 3. River Road south further down the road 8.6%, 4. SOJO pool 6.37%, 5. Palisades/Esplanade 5.25%, 6. On Cecelia looking down 3%, 7. Fox Terrace looking down 6.31%, 8. Lincoln Ave looking down 4.31%, 9. Lafayette Avenue looking down 2.44%.**
 - 2. The above percentages represent the horizontal obstruction of the field of view by the proposed building based upon a 160-degree field of vision.**
 - 3. Although the proposed building will obstruct views, the Board finds, based upon the viewshed study prepared by the Applicant's architect, that the impact to views will not be substantial.**
- 11. The Board expressed concerns with the finish of the building and glare. Applicant agrees to do sun reflection studies to determine what finishes to use.**
- 12. Based upon the cross examination of Mr. Osborne, by Mr. Molinelli, counsel for Cliffside Park, the Board made the following findings of fact:**

- a. Each townhouse will have 2 parking spaces inside the garage. The height will be 32 ft plus a 15ft bulkhead on top.
- b. The property is at elevation 8 so the viewshed study heights as presented by the Applicant are the overall height and not the elevation.

At the March 16, 2021 meeting-

13. Based upon the testimony of traffic engineer Lou Luglio, the Board made the following findings of fact:

- a. Applicant reduced plan to 375 units and 528 parking spaces which is a reduction of 23 units.
- b. Applicant will comply with RSIS standards.
- c. Applicant moved the exit to the middle of the property with a median in an attempt to improve safety.
- d. Only right hand turns out of southern driveway on the property would be permitted.
- e. Applicant moved entrance/exit further from Edgewater Commons to make safer.
- f. There will be public transportation including: free shuttle service for residents to ferry terminals and NJ Transit nearby.
- g. Applicant provided trip generation estimates: 112 week day am, 100 week day pm, 127 weekend midday.
- h. Applicant testified that a permitted use, such as a supermarket, would generate 6 times the amount of traffic that the proposed residential use would generate.
- i. Applicant states no change in the level of service as a result of this project.
- j. There will be a surplus of 121 parking spaces.

14. Based upon the cross-examination of Mr. Luglio by Mr. Molinelli, counsel for objector Cliffside Park, the Board made the following findings of fact:

- a. Applicant used ITE trip generation data.
- b. Applicant compared traffic as created by supermarket and shopping center as potential uses.

15. Board suggests that Applicant reach out to Mitsuwa regarding cross-access. Board concerned with fire safety. Applicant will have fire department review and approve entire site plan.

At the March 30 hearing-

16. Based upon the testimony of planner, Ken Ochab the Board made the following findings of fact:

- a. Applicant seeks to construct a residential development on a vacant lot with 477 feet of frontage which would contain a 21-story apartment building plus penthouse, 30 townhomes and 528 parking spaces. 57 of the units will be affordable housing units.
- b. A use variance is required because the use is not permitted in the zone. Applicant believes that more appropriate to compare with the R-5 high rise zone. This application would meet all the requirements of the R-5 zone.
- c. A FAR variance is required. Applicant states this is because the upland portion of the FAR is 2.44. When the entire area of the Property including the riparian portion is considered as is required by the definition of "floor area ratio" in the Zoning Ordinance, the FAR is 1.4.
- d. The R-5 zone would allow a 35-story building based upon the amount of coverage proposed and the restrictions applicable to that zoning district, which lends to the conclusion that the project is of the size and scale that would typically be authorized by the Borough.
- e. The high-rise residential tower is similar in height to other buildings in Edgewater, including Hudson Harbor, which is 281 feet tall, the Riello

(formerly known as the San Moritz), which is 293 feet tall, and The Windsor, which is 207 feet tall.

- f. Applicant believes that office space is not feasible to construct at this time because there is no demand and the pandemic has caused there to be even a less of a demand and ecommerce has affected the demand for retail spaces as well. For these reasons, the permitted uses are not really viable.**
- g. There is a high demand for housing in Edgewater, especially for residential rental units. These are desirable to both millennials, and empty nesters. These units are close to the city, shopping and lower in price than single family homes.**
- h. Applicant cites particular suitability as the site is unique as relates to the site around it. There is a mixed-use pattern of development in the surrounding areas.**
- i. This proposed building would encourage mass transit and ferry service along River Road and reduce the need for driving and reduce the traffic on local roads.**
- j. The cost of remediation of \$7-\$10million makes other uses unfeasible due to the cost.**
- k. Residential construction allows Applicant to keep the riverfront area open and accessible to the public. The design is for a 21- story residential building and parking deck on the River Road side and townhouses on the Hudson River side which is quieter, less intense and allows an open area for the public to enjoy.**
- l. Residential use will have much less of an impact on River Road traffic and will conform to the Master Plan because it will establish pedestrian links, improve mass transit and create sustainability.**
- m. The proposed design will reduce traffic impacts and will improve vehicular safety by relocating the southern site driveway away from the northern driveway located at Edgewater Commons to prevent conflicting turning**

movements onto and off of River Road. The relocated driveway will also discourage vehicles from the Property wishing to travel south from cutting across River Road and turning into the Edgewater DPW facility located on the west side of River Road.

- n. The purposes of zoning are supported as it will help the health safety and welfare of the community by providing affordable housing, improving traffic, make the are safer by relocating access to the property and create a more desirable visual environment.
- o. As relates to the Negative criteria, Applicant believes there is no substantial impact on the zoning ordinance or master plan. This proposal has less of an impact than retail and there is at most 14% of an individual view affected. Moreover, the neighborhood has changed, given the future 615 River Road high rise development, and the permissibility of another high rise in the R-5 Zone located across River Road.
- p. Applicant states that the site can accommodate a FAR and height greater than what is permitted. Parking will be sufficient and although the additional floor area is represented in a taller building, the views, as noted above, are not significantly impacted.
- q. Board is concerned access to Riverfront walkway, recreation including pools and playgrounds.

At the April 20, 2021 meeting-

17. Based upon the testimony of engineer for objector Cliffside Park, Donald Norbut, the Board made the following findings of fact:

- a. Objector has concerns that no site plan submitted: engineering, grading, drainage, utilities, site triangles, circulation, and public safety analysis.
- b. Objector presented view shed exhibit and states that building is 250' elevation at its highest point. The view shed exhibit depicted the locations

in Cliffside Park where the building would be visible but did not contain any information that helped the Board evaluate the extent of the obstruction.

- c. Objector did not look at any other buildings to determine the effect on the view.

18. Based upon the testimony of Frank Seney, Traffic engineer for objector Cliffside Park, the Board made the following findings of fact:

- a. Objector believes that the traffic circulation on the site is tight.
- b. Objector believes that other buildings in the area should have been looked at 163 and 180 Old River Road, 615, 339 and 115 River Road, some of which have not been constructed.
- c. Board questioned witness as to whether he came to site. Witness states he has never been to Edgewater, and it was apparent that the witness had no knowledge about the traffic conditions in the Borough upon which to base his decision. Board does not believe Mr. Seney to be a credible witness.

19. Based upon the testimony of Massiel M. Ferrara, planner for Objector Cliffside Park, the Board made the following findings of fact:

- a. Objector is concerned with the fact that there are 3 D variances requested, but believed that the Property is “blighted.”
- b. Objector does not believe that this plan is congruent with the Master Plan.
- c. Board does not find this witness to be credible as she initially stated that residential uses should not be developed on River Road and then changed testimony to agree that residential use on the Property was appropriate but that the proposed height was not, even though the Borough of Edgewater has authorized buildings of similar height in the area.

20. Based upon the testimony of Mark Virgona, architect for Objector, the Board made the following findings of fact:

- a. Objector provided pictures from SOJO literature and superimposed a building where Applicant's proposed building is to be constructed to show the impact of the building on the views from SOJO spa.
- b. Upon questioning from the Board, witness states that there will be some views remaining from SOJO if Applicant's building and the building at 615 constructed.

At the May 18, 2021 meeting:

21. Based upon the testimony of Ted Osborne, architect for the Applicant, the Board made the following findings if fact:

- a. Applicant made two major changes to the plan: elimination of all townhouse units and turned the parking garage to be opened to the north and east sides of the property.
- b. Applicant reduced massing by 130K sq ft., increased outdoor space to 135,200 sq. ft., 15% affordable housing set aside, at least 13 parking spaces more than what is required by RSIS, impervious coverage reduced from 66% to 59% to comply with the requirements of the B-3 Zone and FAR reduced from 1.4 to 1.12. Building height is unchanged at 21 stories plus residential penthouse/225 feet. Although not seeking bulk variance relief as part of this bifurcated application, the revised plan indicates that the project conforms with the dimensional requirements of the B-3 Zone.
- c. Applicant's revised plan contains 370 units in the high-rise residential tower on the south side of the Property. Under the revised plan, 8 studios, 264 1 BR, 86 2 BR, and 12 3 BR units are proposed. 55 units are to be affordable units.
- d. Applicant turned the parking deck 90 degrees to avoid blocking the view from River Road, relocated the southern entrance driveway further to the north, moved the building 4 feet to the north, will leave area for recreation

spaces where townhouses used to be (for use of residents in building), created a dog run to the north side of building, added exterior parking to north of building, reconfigured driveway and removed all parking in front of building and replaced with landscaping.

- e. Applicant will provide 6 loading spaces and 6 waterfront spaces.
- f. Elevator and stair tower from garage will only be for residents and will be key card activated.
- g. Outdoor amenities are proposed on the east side of the roof of the parking deck

22. Based upon the cross examination of Lawrence Cutalo, counsel for Objector, SOJO spa the Board made the following findings:

- a. Applicant will provide the site plan details and further landscape plans as part of the next part of the bifurcated application.
- b. Applicant has no current plans for the open space north of the tower.

23. Based upon the testimony of Michael Kauker, Planner for Objector, SOJO spa, the Board made the following findings:

- a. Objector states there is no hardship in developing the property for the zoned purpose.
- b. Objector states in Mitsuwa, Edgewater Commons and Edgewater Marketplace there are 89 commercial spaces and only one vacancy so the commercial space is viable. However, the witness confirmed that he did not examine vacancy rates throughout the Borough's commercial zones.
- c. The Board questioned this witness' credibility as the witness repeatedly referred to Edgewater as Englewood and he testified that there were no vacancies in the Edgewater Commons yet the Board indicted that in fact there were several vacancies there.

- d. The Board also cites SOJO as an example of a business that affects the traffic on River Road as opposed to a large residential project such as Independence Harbor which does not.

24. The Board commended the Applicant for making many changes to the application throughout the meetings. The Board commends the increase in open space along the waterfront and at the northern sections of the property, the design of a low garage structure and the removal of the townhouses which left only one building. The Board cites adequate parking as a positive. The Board is satisfied with the Applicant agreeing to install a playground and doggy park at the site.

CONCLUSIONS OF LAW

WHEREAS, the Board after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70(D)1. A (D)1 or use variance is required for a multi-family residential dwelling as it is not permitted in the B-3 district. The Applicant must meet the Positive Criteria of the MLUL, where the variance only "in particular cases on special reasons." Those "special reasons" are satisfied by either showing that the proposed use "inherently serves the public good" or that it promotes the general welfare because the proposed site is particularly suited for that use. The Board finds that the Applicant's proposed use does promote the general welfare; and therefore, the Applicant must prove that the site is particularly suited for the proposed use.

A particularly suitable use, is one in which there is a special and appropriate fit between the use proposed, and the subject property especially accommodating to the proposed use and distinguish it from other properties in the immediate area. The focus is exclusively on the characteristics of the property and imposes on the applicant the burden of establishing either that the general welfare is served because the use is peculiarly fitted to the particular location, for which the variance is sought, Kohl v. Fair Lawn, 50 NJ 268, 279

(1967) or that undue hardship exists because the property for which the use variance is sought cannot be reasonably adapted to the conforming use.

It was held in Medici v. BPR Co., 107 NJ 1 (1987) that the only "special reasons" which can be considered are those which promote the general welfare, as listed in N.J.S.A. 40:55D-2. The court emphasized in Burbridge v. Mine Hill Twp., 117 NJ 376 (1990), however, that the MLUL includes all the zoning purposes listed in N.J.S.A. 40:55D-2, not only the promotion of the general welfare. Therefore, each of the listed purposes may support an application for a D variance. Case law, including Medici and Price v. Himeji, 214 NJ 263 (2013), has found that special reasons exist when the property seeking a use variance is particularly suitable for the proposed use, and thus that the general welfare has been advanced by the grant of a use variance.

The Applicant must also meet the Negative Criteria of the statute, wherein a variance can be granted only "without substantial detriment to the public good" and "will not substantially impair the intent and the purpose of the zoning plan and the zoning ordinance." Additionally, the applicant must show how the proposed use meets the "enhanced burden of proof" with clear and specific findings that the use variance sought is not inconsistent with the intent and purpose of the master plan and zoning under Medici. Specifically, the Applicant must reconcile the omission of the use from the zone.

The Board finds that the Applicant's plan to construct a residential multifamily-dwelling on the subject property has meet the standard of proof required by the Medici case and meets the Positive and Negative Criteria. The Applicant has provided proofs showing particular suitability based upon shape, size, topography or other features affecting the property. A showing was made that this property is more suitable for the proposed use than a permitted use or had characteristics that were particularly appropriate for those uses. In fact, through testimony and questioning of Applicant's professionals, the Board concludes that there are special reasons to allow residential use on the Property for the following reasons:

- **The approval will result in the environmental cleanup of the Property. As noted by Applicant’s planner, Mr. Ochab, the significant cleanup costs play a significant role in the lack of interest for a commercial use on the Property. The cleanup of the Property will further the general welfare, and because a permitted use has not materialized to effectuate the cleanup.**
- **The approval will result in safer vehicular and traffic conditions on River Road. In addition to the substantial reduction in traffic below what could be generated from the Property by a permitted use, the project will relocate the southern site driveway away from the existing driveway under Edgewater Commons. By moving the driveway to the north, Applicant has eliminated the potential for southbound traffic to exit the southern driveway, navigate across multiple lanes of northbound traffic on River Road and turn left into the Edgewater DPW site to make a U-turn. The proposed driveway configuration results in a better design for River Road that promotes the free flow of traffic and reduces the chances of accidents.**
- **The introduction of a residential use on the Property will help to support the existing commercial uses on River Road rather than competing with them if the Property were developed for a permitted use.**
- **The proposed design takes advantage of the Property’s two “frontages”. In addition to its frontage on River Road, the Property has several hundred feet of frontage on the Hudson River. The project design furthers a desirable visual environment by providing significant open space and recreation amenities along the waterfront, rather than placing the backs of retail buildings along the shore line. Furthermore, the shape of the Property lends itself to development on the south end while leaving the north end, which has less upland depth, free from buildings.**
- **The Property is in close proximity to other high-rise development, including the Alexander located directly to the west of the Property and across River Road, as well as the to-be-constructed 615 River Road development, which is located just beyond the existing Mitsuwa shopping center.**

- **There is a significant demand for rental housing in the Borough. Due to the size of the Property, a large number of rental units can be constructed on a small footprint. This includes a substantial number of affordable housing units.**

The Board also concludes that there will not be substantial detriments to the public good by allowing the Property to be developed for multifamily residential housing instead of a permitted use. The project will not increase traffic or congestion on River Road, and will help maintain the vitality of the retail properties in the immediate vicinity. Additionally, the construction of the Alexander and the impending development of 615 River Road has created a multifamily neighborhood in the area of the Property.

The Board also concludes that there will not be a substantial impairment to the intent and purposes of the zone plan and zoning ordinance. There is an apartment building located directly across the street from the Property. There will be high-rise development to the north of the Property at 615 River Road. The Board believes that the grant of approval can be reconciled with the omission of the proposed use from the zoning district. Furthermore, the scale of the proposed building is consistent with those types of structures that the Borough has permitted as-of-right elsewhere.

The Board notes that the policy goals of the Borough's Master Plan were changed in 2017. As described in the 1998, 2004 and 2010 Master Plan Reexamination Reports, Planning Objective 5 of the Borough's Master Plan stated that one of the Borough's planning goals was "to maintain easterly views, by limiting the height of buildings on waterfront properties." However, the Master Plan was amended in 2017 to reflect a new goal, which was "to maintain easterly views by ensuring enough open space around buildings to allow for views from River Road." Applicant's plan to have a narrow residential tower and 2-story parking garage, the longest dimension of each is perpendicular to the Hudson River, and open space on the north side of the Property is in furtherance of this revised planning goal as set forth in the Master Plan.

The Board after careful deliberation found that this Applicant has met the requirements of N.J.S.A. 40:55D-70(D)4. A D-4 FAR variance is required for an increase in the permitted floor area ratio. In the case of a D(4) FAR variance, the use is already permitted in the zone. Therefore, the particular suitability of the use does not apply. When considering a D(4) FAR variance it is the *Randolph Town Center* case and not the *Medici* case that is utilized when analyzing the request for a variance. Instead of showing that the site is particularly suited for more “intensive” development the applicant must show that the site can accommodate the potential problems associated with a FAR and/or density greater than that permitted by the ordinance. In other words, can the problems that the ordinance, by restriction intended to address, be accommodated in this particular location? In addition, a showing of the Negative Criteria is necessary to obtain a D Variance. The applicant must demonstrate that the proposed variance can be granted “without substantial detriment to the public good and will not substantially impair the intent and the purpose” of the Master Plan and Zoning Ordinance.

The Board is satisfied that the site is can accommodate more intensive development and can accommodate potential problems associated additional floor area than what is permitted by ordinance. The floor area limit imposed on the Property by the Zoning Ordinance relates to commercial/retail development, and the intent of the ordinance is to limit the amount of traffic generated by commercial/retail development and the need for off-street parking. Although exceeding the floor area ratio permitted in the B-3 Zone, the project is in line with the floor area ratios permitted in other multifamily residential zones and will have a much lower parking requirement and traffic generation than a fully-conforming, permitted use. The variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Master Plan and Zoning Ordinance. The Applicant has demonstrated that there will be no problems that are associated with a density greater than what is permitted. Applicant has shown that there will be no impact on drainage at the site and that there will be parking on site which is well beyond what is required. The Applicant has addressed the Board’s concerns.

The Board after careful deliberation found that this application has met the requirements of N.J.S.A. 40:55D-70(D)6. A D-6 height variance is required for building height. When considering a D-6 variance the Coventry Square v. Westwood and Grasso v. Spring Lake Heights cases are used which require that the site accommodate the potential problems associated with a height greater than the ordinance and that a taller structure than permitted with the ordinance would be consistent with the neighborhood. In addition, the proposed applicant must demonstrate that the proposed variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the master plan and zoning ordinance.

The Board is satisfied that the height as proposed is consistent with the neighborhood, the site can accommodate such height, and such variance can be granted without detriment to the public good. The height limitation of 25 feet relates to commercial/retail properties, and the testimony presented confirmed that there is not a similar limitation on building height for high-rise multifamily residential, as evidenced by the sliding scale in the R-5 Zone that starts at 220 feet. The Applicant repeatedly amended the plans to address concerns of the Board, objectors and residents relating to the height of the building, and although the building is tall, the views to be obstructed by the building do not represent a substantial amount of the viewshed. The height as finally proposed is consistent with the neighborhood.

Additionally, as required by Jacoby v. Englewood Cliffs Bd. of Adj., 442 NJ Super 450 (App. Div. 2015), the Board has considered the impact of the proposed building's height on views from numerous locations in the Borough of Cliffside Park, including those that are most directly impacted by the project because the project substantially exceeds the height permitted in the B-3 Zone (although does not substantially exceed the permissible height of the zones in which multifamily residential is permitted in the Borough). The Board concludes that the viewshed impacts upon properties in the adjacent municipality are not so substantial to prevent the Board from concluding that the height cannot be accommodated. The Board notes based upon Exhibit A-19 that there are other tall buildings located in the Borough of Edgewater, including the Riello on Gorge Road (formerly known as the San Moritz), which is

293 feet tall; the Hudson Harbor building at 1203 River Road, which is 281 feet tall, and the Windsor building located at Dempsey Street, which is 207 feet tall, that do not create substantial view obstructions for property owners in Cliffside Park.

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact.

WHEREAS, the Board has determined that the benefits of this proposal do outweigh the detriments; and

WHEREAS, the Board has determined that the relief sought will not impair the intent and purpose of the Master Plan or Zoning Ordinance of the Borough of Edgewater; and

NOW, THEREFORE, BASED ON THE FOREGOING FINDINGS AND CONCLUSIONS, BE IT RESOLVED by the Edgewater Board of Adjustment as follows:

The variance relief requested from the Board in this matter is APPROVED with the following conditions:

- A. The Applicant will comply with all engineering requirements of Colliers Engineering.**
- B. Applicant will seek all approvals required at the local, county, state and/or federal level.**
- C. The Applicant will comply with all affordable housing requirements.**
- D. Applicant will complete sun reflection studies to determine the finishes of the building.**
- E. Applicant will design windows on the tower to reduce sun glare.**
- F. Applicant will design all roadways for adequate fire access, including the waterfront walkway.**
- G. Applicant will submit site plan to the Fire Department for final approval.**
- H. Applicant will contact the Board of Education to obtain specifications for school busses and design pick up/drop off area in accordance with such specifications.**
- I. Applicant will reach out to Mitsuwa for cross-access.**

- J. Applicant will consider adding exterior stairs off the back of the amenity deck to provide access to the park/playground for residents.
- K. Applicant will design the site plan in accordance with the conceptual plan that was submitted and approved.
- L. The Applicant must make current all escrows with the Edgewater Zoning Board of Adjustment, and ensure that the escrow account continues to contain sufficient funds or this approval becomes void. The failure of the Applicant to maintain sufficient escrow funds within 30 days of a deficiency notice shall result in the voiding of this approval.
- M. The payment of all real estate taxes relating to the Property.
- N. The payment of all outstanding fees and assessments relating to the Property.

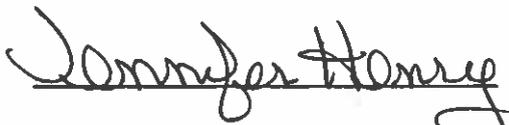
In the event that the Applicant submits a site plan application that is consistent with the plans hereby approved and that conforms with the conditions imposed herein, the Board will approve the site plan application after the determination required by NJSA 40:55D-76(b).

BE IT FURTHER RESOLVED, that notice of this decision shall be published in the official newspaper of the Borough of Edgewater.

BE IT FURTHER RESOLVED, that the members of the Board of Adjustment who voted in favor of such variances do hereby memorialize and confirm the foregoing findings of fact, determinations and conclusions set forth in this Resolution of Memorialization as the "official action" taken by the Board of Adjustment of said date, in accordance with the provisions of N.J.S.A. 40:55D-10(g)(2) of the New Jersey Municipal Land Use Law this 4th day of Aug, 2021.

ATTEST:

SO APPROVED:


8/4/21



JENNIFER HENRY, Secretary

ROBERT CHRISTIANSEN, Chairperson

Board Member	Motion	Second	Yes	No	Absent	Abstain
/ Chairman Christiansen	X		X			
/ Mark Klein			X			
/ Richard Gannon			X			
/ Steven Stewart			X			
Gianni Delgaudio					X	
/ Donald Jackson		X	X			
/ Jack D'Anna					X	
/ Haig Shirinian			X			

**ZONING BOARD OF ADJUSTMENT
OF THE BOROUGH OF EDGEWATER**

RESOLUTION OF MEMORIALIZATION AS TO OFFICIAL ACTION

**In the Matter of the Application of
River Road Housing Partners, LLC for Variance Approvals
For 1339 River Road,
Block 17, Lots 1, 2, 3.01, and 3.02 and
Block 18, Lots 1.03 and 2.01
Application No. BADV-22/06**

WHEREAS, River Road Housing Partners, LLC ("Applicant") is the owner of the property located at 1339 River Road, identified as Block 17, Lots 1, 2, 3.01, and 3.02 and Block 18, Lots 1.03 and 2.01, as shown on the current Tax Assessment Map of the Borough of Edgewater (the "Property"); and

WHEREAS, Applicant filed an application with the Zoning Board of Adjustment of the Borough of Edgewater (the "Zoning Board") seeking site plan approval and variance relief from restrictions of the Zoning Ordinance of the Borough of Edgewater, pursuant to N.J.S.A. 40:55-70 (D)(6) for construction of a multi-story, multi-family garden apartment residential building; and

WHEREAS, seeks approval of a (D)(6) height variance and (C) or "bulk" variances for building height in stories, steep slope disturbance, retaining wall height, landscape buffer width, parking setback, and as such must meet the statutory standard for such relief set forth in N.J.S.A. 40:55D-70(C) and (D), and design exceptions for lighting at the property line and

driveway width, and as such must meet the statutory standard for such relief set forth in N.J.S.A. 40:55D-51 ; and

WHEREAS, following a completeness hearing determination and determination that Applicant's notices were sufficient, special public hearings at special meetings were held on December 7, 2022, January 4, February 1, and March 1, 2023; and

WHEREAS, Applicant presented the sworn testimony of:

- 1. Mr. James Virgona, RA, a licensed architect in the State of New Jersey, who was qualified in the field of architecture, and**
- 2. Mr. Shan-Pei Fanchiang, P.E., a licensed engineer in the State of New Jersey, who was qualified in the field of engineering, and**
- 3. Mr. Eric Hough, P.E. a licensed engineer in the State of New Jersey, who was qualified in the field of traffic engineering, and**
- 4. Mr. Matthew Flynn, P.P., AICP, a licensed Planner in the State of New Jersey, who was qualified in the field of professional planning, and**

WHEREAS, Applicant was represented by Daniel L. Steinhagen, Esq., and

WHEREAS, members of the public appeared to question Applicant's witnesses and also express their respective concerns and voice their respective support and objections to the Application; and

WHEREAS, the following documents were submitted into evidence:

- A - 1 Public notice 12/7/22**
- A - 2 Architectural plans rev 6/16/22**
- A - 3 View Exhibit 12/7/22**
- A - 4 Site plan 5/10/22**
- B - 1 Report of Board Planner 8/29/22**

B – 2 Report of Board Engineer 12/2/22

A – 5 Driveway profiles 1/4/23

A – 6 Traffic report 5/10/22

A – 7 Photo packet 12/7/22

A – 8 Revised site plan 2/27/23

A – 9 Socioeconomic impact study 2/12/23

WHEREAS, the Board is in receipt of reports from its planner, Kathryn M. Gregory, and engineer, Boswell Engineering, and said reports are incorporated into this Resolution by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Adjustment of the Borough of Edgewater that the following findings of fact and conclusions are made or reached, respectively by the Board:

- 1. That all the "Whereas Recitals" set forth above are incorporated as if set forth at length herein, as part of the Board's findings.**
- 2. That the Application, plans, and documents submitted to the Board accompanying same are made as part of the record.**
- 3. The *res judicata* doctrine does not apply to the application because it is significantly different than what was previously proposed and denied by the Board.**
- 4. Applicant is seeking to construct a multifamily residential project on the property which is in the R-3 zone. Applicant will require a D(6) height variance and several (C) or "bulk" variances.**

At the December 7, 2022, meeting-

- 5. Based upon the comments of applicant's attorney, Daniel L. Steinhagen, Esq., the Board heard the following:**

- a. Applicant is seeking to construct a multifamily residential building on the property which has over an 18% slope. The project has been designed to accommodate the shape, slopes, and easements of the property.
 - b. Applicant will comply with the affordable housing requirements by providing 5 affordable units.
 - c. Applicant will also provide compliant parking and a designed a stepped building to reduce building bulk and reduce the impact upon views of adjoining properties.
 - d. The proposal is significantly less intense, both in terms of the number of units and the height of the building proposed, than the prior application for the Property, which the Board denied in 2018.
6. Based upon the testimony and architectural plan of James Virgona, Applicant's architect, the Board made the following findings of fact:
- a. Applicant is seeking to construct a 27-unit multifamily apartment development, which consists of multi-family buildings with dwelling units located adjacent to each other and on separate floors, along with off-street parking, outdoor recreation facilities, landscaping, and other facilities at the site of the former Von Dolhn Marina.
 - b. There will be one 1-bedroom unit and one 3-bedroom unit. Both are affordable units. The remainder of the units will be 2-bedroom units. Three of those units are affordable units.
 - c. The Board requested that Applicant consider a modification to the 3-bedroom unit, affordable unit, to add an additional bathroom. Applicant agreed to this change.
 - d. Applicant is providing 53 parking spaces which meets the requirements of the RSIS.
 - e. The property is configured with a steep slope in the middle of the property and a large flat area at the bottom. Most of the property is riparian and located under water.

- f. The property that is on land is limited further by a 10-foot-wide municipal storm sewer easement on the south side of the property that conveys stormwater from areas west of the property to the Hudson River.**
- g. No buildings may be constructed on top of the sewer easement, which together with the slope issues, prevents a conventional townhouse development on two sides of a central access drive.**
- h. The Vela and Moorings developments that are on the north and south of the Property have uplands on the Property that extend out in the Hudson River. This property does not, even though they have the same change in elevation from River Road. The result is a slope that is steeper than the neighboring lots. To reduce the pitch of the slope, very high retaining walls would be needed.**
- i. Applicant designed the project to limit the height of the retaining walls to protect views on the adjacent lots while providing a navigable driveway pitch. Applicant's architect testified that other forms of building design, such as townhouses, would require much taller retaining walls.**
- j. Applicant will remove the Marina and comply with all State mandates concerning the Hudson River Waterfront Walkway.**
- k. The development consists of two buildings, identified as Building A and Building B on the Architectural Plans, which are further divided into a total of four pods that are separated by an open-air corridor between the pods.**
- l. The pods are designed to look like townhouses and will locate parking in partially below-grade parking decks that hides most of the parking for the development. There is a small surface parking area along the River Road frontage.**
- m. Each pod will have two units per floor, except for the ground floor of the pod on the northwest corner of the property, which will have three apartment units that are side-by-side. Generally, each apartment will be on one floor only, with the units on the top floor of each pod having access to a rooftop mezzanine and deck area, and two of the units on the ground floor of the pod**

on the northwest side of the property, which have a lower level with bedrooms.

- n. The entrance to Building A, which is closest of the two buildings to River Road, is 11 feet below the curb of River Road so even with the fourth story mezzanine area, which is set back from the building façade, it will appear to be a three-story building.
- o. The buildings are up to 10.5 feet lower than the Vela in height, with the greatest height differential closest to River Road. Additionally, the separation between Building A and Building B permit views between them to reduce the impact of the development upon the views from adjacent properties.
- p. There is a 20 ft height difference between building A and B and a 16 ft gap between the buildings, which provides light, air and open space and the feeling of less intense development.
- q. Garbage will be removed from the building by a private company.
- r. The exterior of the building will be siding, aluminum panels and a brick façade.
- s. Applicant will try to naturally vent the garage and pre-wire the outlets in garage for electric vehicles which will meet State standards.
- t. A building lobby is to be located on the ground floor of the pod at the northwest corner of the property where mail and packages will be delivered. Applicant will install a system that provides electronic notifications to residents upon receipt of packages, which will be securely stored.
- u. Deliveries are to occur to this lobby area, as the surface parking lot provides a circulation area for delivery vehicles.
- v. Although the building will be sprinklered per code, Applicant has provided a room for storage of fire equipment adjacent to the lobby. Applicant agrees to stage firefighting equipment such as ladders, given the topography of the Property, to make fighting a fire easier for the Borough's Fire Department, if same is required.

6. **Board Engineer expresses concerns. As a result, Applicant will let the HOA determine if parking spaces assigned, will have a card reader for entry to the garage, will baffle the HVAC system to reduce noise. Board Engineer requests updated status on sewer line.**

At the January 4, 2023, meeting:

7. **Based upon the testimony, plans, and exhibits of engineer Mr. Fanchiang, engineer for Applicant, the Board made the following findings:**
 - a. **The property is 4.5 acres with 62% being riparian/under water.**
 - b. **The center of the property has approximately 50 feet of elevation change from River Road to eastern edge of the uplands (River Road shown at elevation 55 feet at the center of the Property on Exhibit A-4, and the lowest elevation on the Property, adjacent to the Hudson River is at an elevation 5 feet).**
 - c. **There is currently a dilapidated house and boathouse on the property which will be removed, along with the remnants of the marina.**
 - d. **Applicant proposes to relocate the municipal stormwater drainage easement to the southernmost portion of the Property so that the Property can be redeveloped. Since no structures can be built on top of the easement area, Applicant proposes to relocate the easement area to the proposed driveway, which will be along the southern property line.**
 - e. **The Property is located within a tidal area. Therefore, no stormwater quantity reductions are required. Because Applicant is reducing the amount of motor vehicle surface (0.95 acres existing, 0.35 acres proposed, due to the removal of the paved parking area at the base of the slope), the water quality treatment rules do not apply either.**

- f. All structures will comply with the DEP's requirements for construction in the tidal area, including that the building on the Property will be at least one foot above the FEMA base flood elevation.**
- g. A DEP permit will be required to develop the Property, and as part of that process, Applicant will design and construct the section of the Hudson River Waterfront Walkway to the specifications required by the DEP.**
- h. The max building height permitted in the zone is 3 stories and 35 feet in height. Applicant is proposing that building A will be 4 stories and 51.44 feet in height, building B will be 4 stories and 48.96 feet in height based upon the finished grades around the buildings as required by the zoning ordinance.**
- i. The RSIS requires 54 spaces based upon the number and type of units proposed. Applicant is required to comply with the Make-Ready EV legislation adopted by the State of New Jersey in 2021, which provides a 2-for-1 credit for electrical vehicle charging infrastructure up to a maximum of 10% of the otherwise required number of parking spaces. Because Applicant proposes 10 electrical vehicle charging stations, five additional parking spaces may be credited to the total. There are 53 actual spaces located on the Site Plan. When added to the 5 credited spaces, Applicant will be providing 58 spaces, which exceeds the 54-space requirement.**
- j. The existing driveway has a slope of between 17-20%. As proposed, most of the driveway will be 12.6%, with a small portion on the eastern side of the Property being approximately 16%.**
- k. The slope information and site driveway design were submitted to the Borough of Edgewater Fire Chief who confirmed that the pitch and slope change of the driveway will allow the firetrucks to safely enter and exit the property and fight a fire, if necessary.**
- l. An outdoor swimming pool was proposed along the southeastern portion of the Property. As located, the pool will require a variance because it is**

located within 25 feet of the side yard of the Property adjacent to the Moorings development.

- m. Applicant proposes an ejector pump for the sanitary sewage from the development because the municipal sanitary line is well above the elevation of the buildings proposed.
 - n. The plans have taken into consideration that River Road may be widened at some point, and an easement to the County is proposed as part of the county site plan application process. The potential widening of River Road will bring several of the surface parking spaces within 5 feet of the property line, which requires a variance.
 - o. The retaining walls will require a variance as they are over 6'. The maximum height of the proposed retaining walls is 13.5' along the site driveway, though there are other retaining walls proposed that exceed the maximum height permitted. The height of the proposed retaining walls is directly tied to the slope of the Property.
8. The Board Engineer expressed concerns. As a result: applicant will investigate the area between the retaining wall proposed on the Property and the Moorings' retaining wall, there will be an easement for the 2 parking spaces for the River Walk, applicant will add a trench drain, and the Board Engineer will have a right to review the lighting 6 months after the issuance of the CO.

At the February 1, 2023, meeting-

9. Based upon the testimony of traffic engineer Eric Hough, the Board made the following findings of fact:
- a. A traffic impact study was prepared by taking an inventory of the traffic in the area. Most traffic in the morning heads toward the GWB and in the afternoon away from the bridge.

- b. Weekends were not examined because the weekday peaks exceeded the volume of weekend traffic.**
- c. The traffic report confirmed that there would not be a decrease in the levels of service of any intersection in the vicinity of the property, based upon the anticipated number of vehicle trips to be generated by the development and the existing traffic volumes on River Road.**
- d. There is one access to the property. A left-hand turn exiting the property is prohibited, and applicant's site plan is designed to direct traffic to turn right into the northbound lane of River Road.**
- e. The parking complies with RSIS standards for number of parking spaces. Pursuant to RSIS, 54 spaces are required. With the credit for EV spaces, Applicant is providing 58 spaces.**
- f. There is no substantial negative impact on traffic as the project is compatible with its surroundings, provides a safe and efficient traffic circulation pattern on site, and will not adversely affect nearby intersections.**

10. Based upon the testimony of planner Michael Flynn, the Board made the following findings of fact:

- g. The R-3 zone permits the multifamily use and the density proposed. A D(6) height variance is required due to the steep slope located in the middle of the property.**
- h. Applicant is seeking a D(6) height variance for both of the buildings. Building A proposes a height of 51.44 and Building B proposes 48.96 where 35 ft is allowed.**
- i. The D(6) height variance is requested because of the average grade due to the steep slopes on the Property.**
- j. From the street level the building will appear to be much shorter and have a reduced visual impact.**

- k. Positive Criteria is met with providing affordable housing, attractive building, creative architecture, adding value to the property, providing an attractive dwelling onsite.**
- l. The Property can accommodate the extra height of the development beyond what is permitted in the R-3 Zone because it provides sufficient parking for the residents, does not appear excessively tall in comparison to development on adjacent lots, will not cause substantial blockages of views.**
- m. The proposed building is compatible with what is in the surrounding area and is consistent with the neighborhood as the buildings are stepped down like the Vela and Moorings. The design is constrained by the limitations imposed by the site, particularly the lack of depth and width of the uplands, which makes a development similar those sites impossible.**
- n. Purposes A, C, E, G, I and M of the Municipal Land Use Law, as set forth in N.J.S.A. 40:55D-2 are met by the application.**
- o. The development does not offend the purposes of the height limitation in the R-3 Zone because the height limit is designed to preserve the scale of the neighborhood, preserve views, and limit the intensity of development.**
- p. The height variance here is because the building steps down the hill, which will not be visible from River Road. Views from adjacent properties will not be significantly impacted on account of height of the building because the western portions of the developments on the adjacent properties are at a higher elevation than the subject property, and because the proposed development steps down the hillside in a fashion similar to those adjacent developments.**
- q. The development, at approximately 6 units per acre, is half what is permitted in the R-3 Zone.**

- r. **Negative Criteria is met as the building is not obtrusive, there are no shadow effects, no excessive density and no burden on the schools and services. The height will not block the views of the neighbors.**
- s. **The benefits outweigh the detriments.**
- t. **The (C) variances requested are height in stories, steep slope, landscape buffer, parking setback, and retaining wall height.**
- u. **The Master Plan seeks to enhance the amenities on the Riverfront.**
- v. **The retaining wall height helps to minimize the site disturbance.**
- w. **The property has issues with width, depth, slope, and undevelopable areas on the property.**
- x. **There are 4 parking spaces that have 8 ft width and need variance.**
- y. **Applicant will remove all pilings and dock debris.**
- z. **The wooden deck on property will only be for residents.**

At the March 1, 2023, meeting-

11. **Based upon the comments of applicant's attorney, Daniel L. Steinhagen, Esq., the Board heard the following:**
 - a. **Applicant has removed the swimming pool from the plans at the request of the neighboring property owners. Applicant is proposing that the area of the Property where the pool was to be located be a community garden.**
 - b. **The elimination of the swimming pool also eliminated the variance that Applicant sought for same, as it was not set back 25 feet from the southern property line as required by the zoning ordinance.**
 - c. **Applicant explored the possibility of obtaining an easement from the Moorings to address the retaining wall gap issued identified by the Board Engineer at a prior hearing. However, the condominium documents of the neighboring association preclude the giving on an easement to a private party without an amendment, which is deemed infeasible. Instead,**

Applicant will work with the Moorings' association to address the issue in another way.

12. Based upon the testimony of engineer, Mr. Fanchiang, the Board made the following findings of fact:

- a. The pool has been removed and the ramp providing access to the Hudson River Waterfront Walkway was re-designed based upon the requests of the residents at the Moorings.**
- b. The retaining walls will not block the balconies of the neighbor to the south. Applicant's engineer testified that the retaining walls were designed not to be above the heights of any of the balconies to the south.**
- c. Applicant could have proposed taller retaining walls to further reduce the slope of the site driveway, but doing so was deemed inadvisable because there was no concern about vehicle circulation as designed and higher retaining walls would impact adjacent properties.**
- d. There will be no fence atop the retaining wall.**
- e. The gap between the proposed retaining wall on the Property and the Moorings' retaining wall arises because the retaining wall on the adjacent property was not constructed on the property line. Applicant will investigate combining the retaining wall with the retaining wall at the Moorings.**
- f. Applicant will comply with Board Engineer's recommendations for the storm water management system.**
- g. Boswell will examine light intensities after 6 months.**
- h. Applicant will comply with Boswell landscape recommendations.**

13. Based upon the testimony of Applicant's planner, Michael Flynn, the Board made the following findings of fact:

- a. The socioeconomic impact study showed that the impact of 27 units/65 residents would be a 0.004% increase in the population and will be negligible.
- b. The development would add 4 school children which would be a borough increase of 0.006%.
- c. There will be a negligible effect on the provision of services to residents of the Borough were the development to be approved.

14. Residents of The Moorings appears to say that they support the application and appreciate the changes made by Applicant to address their concerns.

15. The Board commended Applicant for making many changes to the application throughout the meetings.

CONCLUSIONS OF LAW

The Board determines that the doctrine of *res judicata* does not apply to or otherwise bar the application. When the Board denied the prior application of 1339 River Road, LLC, the application presented sought approval of a single building with 48 units along with a 60-slip marina. The building, as noted by the Board's November 7, 2018, resolution, was proposed to be 6 stories tall. The application presented to the Board in 2021 and 2022 is not similar to the prior application, and the Board concludes that the elements of the *res judicata* doctrine, which requires (1) the second application be substantially similar to the first application; (2) the same parties or their privities are involved; (3) no substantial change in the application or the conditions surrounding the property; (4) a decision was reached in the first application; and (5) the applications must seek the same relief, do not apply. Applicant's design, which considered the physical conditions of the property and designed the two buildings with two pods each that resemble townhomes, is very different than the original application. The reduction in the number of units from 48 to 27 and the elimination of the marina use, is a substantial change. The Board therefore concludes that the instant application is not

substantially similar to the first application. Therefore, the first and third elements of the *res judicata* doctrine are not met, and that Applicant is entitled to pursue relief from the Board.

The Board after careful deliberation found that this application has met the requirements of N.J.S.A. 40:55D-70(D)6. A D-6 height variance is required for building height. When considering a D-6 variance the Coventry Square v. Westwood and Grasso v. Spring Lake Heights cases are used which require that the site accommodate the potential problems associated with a height greater than the ordinance and that a taller structure than permitted with the ordinance would be consistent with the neighborhood and not offend the purposes of the height restriction. In addition, the proposed applicant must demonstrate that the proposed variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the master plan and zoning ordinance.

The Board is satisfied that the height as proposed is consistent with the neighborhood, the site can accommodate such height, and such variance can be granted without detriment to the public good. As testified to by Applicant's architect, James Virgona, the mass and design of the buildings, which generally consist of three floors of side-by-side apartment units in multiple pods (i.e. garden apartment buildings), are in keeping with the existing developments on the north and south sides of the Property, the Moorings and Vela. The proposed building is lower in elevation than either of those sites based upon the topography of the Property. As such, there will be no significant blocking of views of the Hudson River or New York City Skyline. The height of the building, when viewed from River Road and points west of River Road will not appear as tall as the calculated building height. This is because of the slope of the property away from River Road, which must be included when calculating the height of the building based upon the definition in the zoning ordinance. Although classified as a four-story building, a portion of the building is located below its frontage on River Road such that the highest point is less than 35 feet above the River Road frontage. The additional building height is generated by the existing topographical conditions, which consists of a significant steep slope in the middle of the Property.

The purpose of the height restriction in the R-3 Zone is not offended by the grant of approval. The purpose of the restriction, as testified to by Applicant's planner, is to preserve the scale and character of this area of the Borough, protect views from adjacent properties and not to permit excessively tall development on lots along the Hudson River that is within the density limit permitted in this zone. Here, because Applicant has presented a plan that is consistent with the scale of nearby development, is significantly under the maximum permitted density, preserves views from existing properties, and maintains compliant parking, the Board is satisfied that the project does not undermine the purpose of the 35-foot height restriction in the R-3 Zone.

The Board takes notice of the testimony that Applicant's architect presented about the physical difficulties associated with developing the site with a townhouse development. Those difficulties arise from (1) the width of the lot; (2) the steepness of the slope on the Property; (3) the lack of depth of the uplands as compared to the lots to the north and south of the Property; and (4) the drainage easement on the Property upon which buildings cannot be constructed. As explained by Mr. Virgona, the lack of upland depth results in an inability to flatten the site and provide a shallower pitch to the entrance driveway. As a result, developing the Property with townhouses or multiple, smaller apartment buildings would result in excessive cross-slopes that would create problems for vehicular circulation, along with much taller retaining walls. The width of the Property and the location of the drainage easement requires any buildings to be in the center and north side of the Property, which is the area with the most significant slopes. Based upon the physical conditions, the Board finds that the proposed development is particularly suitable for the Property and that there are special reasons to allow the building, in the configuration proposed by Applicant, inclusive of the 51.44-foot building height as shown on the plans submitted with the application.

After careful deliberation the Board found that this application has met the requirements of N.J.S.A. 40:55D-70(C) with regard to the bulk variances required for number of stories, retaining wall height, steep slope disturbance, landscape buffer width, parking

setback. The Board finds that the physical conditions of the Property, specifically the slope of the Property, create a practical difficulty and hardship to development without variance relief. Any development of the Property will require disturbance of the sloped areas and will necessitate retaining walls. The Property narrows in the middle of the uplands (in the area where the buildings are to be located) and contains a municipal storm drainage easement, which limits the locations where the buildings could be located. It also requires a 0-foot landscape buffer between the building and the roadway rather than the required 10-foot buffer area. These same site constraints limit the amount of parking that can be fit within the garage levels. As a result, there are several surface parking spaces located near the frontage of River Road. These spaces, which are limited in number, are below the level of the street, and some of those spaces are located within the required 5-foot setback based upon the geometry of River Road.

Applicant demonstrated that the heights of the retaining walls were necessary to provide safe and efficient circulation for vehicles, especially the Borough's firetrucks. Although Applicant could have designed the site with shorter retaining walls (maximum of 13 feet), that would have caused the slope of the entrance driveway to increase (and remain closer to the presently existing 18-20% slope, which is not navigable by the Borough's fire trucks). Additionally, with shorter retaining walls, more site disturbance would have been required.

The variance for number of stories (4 proposed versus 3 permitted) produces a desirable visual environment, as the building is attractively designed. The Board believes that the limited amount of living space in these areas, which are equivalent to the bulkhead areas that are in the townhouses of Vela and the Moorings is justified. Applicant was constrained by the physical limitations of the Property and could not propose a slightly larger footprint. Given that the additional story does not block views, the Board concludes that the benefits of the fourth story substantially outweigh the limited detriments associated with exceeding the number of floors permitted by the zoning ordinance.

The Board has determined that the relief sought can be granted without a substantial detriment to the public good. The size, scale and design of the proposed buildings are similar to the developments that are on either side of the Property, the Vela and Moorings. The Board acknowledges Applicant's design for its ability to preserve views from these communities. Based upon the viewshed renderings prepared by Mr. Virgona, there will be limited, if any view obstructions. The development is visually appealing and fits into the neighborhood scheme, will not cause traffic problems, be a drain on municipal services, or have adverse impacts to adjacent properties. The Board notes that the residents of Vela and the Moorings appeared in opposition to the prior application for development of this site. This Applicant adjusted its plans to address concerns of those residents and in the end, residents from those communities spoke in support of this project.

With respect to the building height variance, both in terms of feet and number of stories, there will not be substantial blockage of views and no parking shortfall that will result from the height above the maximum permitted by the zoning ordinance. The disturbance of steep slopes is unavoidable, and the plans are designed to minimize adverse impacts. Applicant is providing a compliant stormwater management system, and retaining walls that prevent runoff from affecting adjacent properties. The retaining walls have been designed to ensure that there will be no adverse impact to the Moorings townhomes. This was confirmed by Applicant's engineer upon questioning from the Board Engineer on March 1, 2023. There will be no impact to adjacent properties or the public due to the proximity of the surface parking to the River Road right-of-way, because they are below the level of the road and will be screened with landscaping.

The Board has determined that the relief can be granted without substantially impairing the intent and purposes of the Master Plan and Zoning Ordinance of the Borough of Edgewater because the project is suited for and fits on the site without negatively impacting views, traffic, or municipal services. As noted by Applicant's planner, the design creates none of the issues or concerns that are typically associated with variances from building height limits, and the bulk variances are the product of a difficult site which limits development.

The Property required a very specific design given its physical constraints. Applicant has provided a project that furthers the goals of the Borough's master plan by providing adequate light, air and open space to adjacent properties through appropriate setbacks and careful calibration of the heights of retaining walls to preserve easterly views; providing an appropriate population density by complying with the density limit in the R-3 Zone; promoting a desirable visual environment by eliminating the eyesore of the abandoned marina and boat pilings; completing a missing section of the Hudson River Waterfront Walkway; providing needed housing, including affordable housing; and compliance with the most up-to-date flood hazard regulations to ensure that there will be no storm-related impacts to the Property and its neighbors as a result of the development. Given the physical constraints of the Property, variance relief would always be required. The Board believes that in the Applicant has attempted to limit the variance relief requested. Based upon the above, the Board finds that there is not a substantial impairment to the intent and purposes of the zone plan and zoning ordinances.

The Board has determined that site plan design exceptions pursuant to N.J.S.A. 40:55D-51 for lighting levels at the property and driveway width are warranted. Applicant's engineer confirmed that the lighting levels at the intersection of the site driveway and River Road will be 3.3 footcandles when a maximum of 0.3 footcandles are permitted. This deviation is warranted due to the slope of the driveway. Vehicles will be below the level of River Road and the extra lighting level is provided to ensure vehicular safety, so that motorists on River Road can see the vehicle in the driveway. The need for additional lighting is the result of the physical condition of the Property. Similarly, the narrowing of the site driveway at approximately the mid-point of the uplands is required because the Property narrows in this location. The lower part of the driveway will not see significant vehicle traffic, as the development is a low-traffic generator, and a driveway width of 20 feet in this location is sufficient to meet the needs of the development. In both cases, the Board finds that the exceptions are reasonable and within the purposes of the respective ordinances.

The Board has determined that the grant of de minimis relief from the RSIS for the size of off-street parking spaces is reasonable. A total of 4 parking spaces within the garage are 8-foot wide. The RSIS specifically authorizes land use boards to grant de minimis relief for deviations from the 9-foot width required therein when doing so is reasonable, limited, and not unduly burdensome, provided same meets the needs of public health and safety, among other things. Here, less than 10% of the parking spaces are 8-foot wide, which will amply fit a smaller vehicle. Because the Property is to be managed by an association, the compact spaces can be assigned to residents whose cars will fit within those spaces.

The Board has determined that a de minimis exception for the slope of the site driveway is appropriate. During the hearings, the Board Engineer questioned whether the 15% maximum slope for streets that is required by N.J.A.C. 5:21-4.19 applied to the proposed development. The Board notes that the RSIS defines a "street" to be an existing State, county, or municipal roadway or such a roadway that is to be approved. While the proposed site driveway is not a street in the technical sense, the Board believes it prudent and appropriate to grant relief, since several portions of the driveway are sloped up to 16%. The existing driveway on the Property is between 18-20% in places, and the proposal here is to decrease the pitch significantly. Compliance with the 15% limit, if same was applicable, would require the installation of taller retaining walls and the addition of fill to raise the elevation of the lower portions of the site. This would impact views from the townhomes at the Moorings, as the eastern portion of the driveway is proposed to be constructed just below the elevation of the decks. Given that the Borough's Fire Trucks can safely maneuver the Property, the design is reasonable and meets the needs of public health and safety, without unduly burdening adjacent properties. To the extent relief is required, the Board believes it necessary and appropriate to grant such relief.

NOW, THEREFORE, BASED ON THE FOREGOING FINDINGS AND CONCLUSIONS, BE IT RESOLVED by the Edgewater Board of Adjustment as follows:

The variance relief and site approval requested from the Board in this matter is **APPROVED** with the following conditions:

- A. Applicant will comply with all engineering requirements of Boswell Engineering including those set forth in its review letter dated February 27, 2023.**
- B. Applicant will seek all approvals required at the local, county, state and/or federal level.**
- C. Applicant will comply with all affordable housing requirements.**
- D. Applicant will add a half-bathroom to the 3-bedroom affordable unit.**
- E. Applicant will vent the garage.**
- F. Applicant will prewire outlets in garage for electric vehicles according to State standards.**
- G. Applicant will contact The Moorings to discuss connecting or filling space between retaining walls.**
- H. Applicant will add trench drain at the end of the site driveway as discussed during the hearings to capture stormwater.**
- I. Lighting levels shall be reviewed by the Board Engineer 6 months after the issuance of a CO. Applicant will adjust lighting levels if the Board Engineer deems necessary.**
- J. Applicant will remove all pilings, docks, and debris that were part of the former marina use on the Property as noted on the Site Plan.**
- K. The Applicant must make current all escrows with the Edgewater Zoning Board of Adjustment and ensure that the escrow account continues to contain sufficient funds, or this approval becomes void. The failure of the Applicant to maintain sufficient escrow funds within 30 days of a deficiency notice shall result in the voiding of this approval.**
- L. The payment of all real estate taxes relating to the Property.**
- M. The payment of all outstanding fees and assessments relating to the Property.**

BE IT FURTHER RESOLVED, that notice of this decision shall be published in the official newspaper of the Borough of Edgewater.

BE IT FURTHER RESOLVED, that the members of the Board of Adjustment who voted in favor of such variances do hereby memorialize and confirm the foregoing findings of fact, determinations and conclusions set forth in this Resolution of Memorialization as the "official action" taken by the Board of Adjustment of said date, in accordance with the provisions of N.J.S.A. 40:55D-10(g)(2) of the New Jersey Municipal Land Use Law this 5th day of April, 2023.

ATTEST:

SO APPROVED:

JENNIFER HENRY, Secretary

ROBERT CHRISTIANSEN, Chairperson

Board Member	Motion	Second	Yes	No	Absent	Abstain
Chairman Christiansen <i>x</i>	<i>x</i>		<i>x</i>			
Haig Shirinian <i>x</i>		<i>x</i>	<i>x</i>			
Richard Gannon						
Gianni Delgaudio <i>x</i>			<i>x</i>			
Alexa Monte					<i>x</i>	
Felix Bardinas <i>x</i>			<i>x</i>			
James Nicolidas					<i>x</i>	
Manny Cosme <i>x</i>			<i>x</i>			
Tony Hadi					<i>x</i>	



BOROUGH OF EDGEWATER

**Municipal Building
55 River Road
Edgewater, NJ 07020
201-943-1700
Fax 201-943-9242**

**BARBARA RAE, RMC, CMC
BOROUGH CLERK**

November 12, 2014

45 River Road Associates, LLC
C/O 1000 Portside Drive
Edgewater, NJ 07020
Attn: Mr. Fred Daibes

Re: iPark Edgewater LLC
Transfer of 75 Units of Affordable Housing

Dear Mr. Daibes:

With reference to the above captioned matter, enclosed please find a certified copy of Resolution 2014-265 which was adopted by the Governing Body at their meeting of November 10, 2014.

Sincerely,


Barbara Rae, RMC, CMC
Borough Clerk

Encs.

45cc
REV



BOROUGH OF EDGEWATER RESOLUTION

COUNCILPERSON	YES	NO	ABSTAIN	ABSENT
HENWOOD				✓
DORAN	✓			
MONTE	✓			
VIDAL	✓			
JORDAN				✓
BARTOLOMEO	✓			
MAYOR				

DATE: November 10, 2014

RESOLUTION No. 2014-265

INTRODUCED BY: K. Doran

SECOND BY: R. Vidal

WHEREAS, on September 18, 2006, the Borough of Edgewater adopted an ordinance delineating an area-in-need of redevelopment the property then comprised of Lots 1, 3, 4, and 5 in Block 99 (the "Redevelopment Area") and adopted the redevelopment plan dated August 19, 2006 (the "Redevelopment Plan") creating the SWR (Southern Waterfront Redevelopment) Zone; and

WHEREAS, i. Park Edgewater L.L.C. ("i.Park") was designated as the redeveloper with respect to the Redevelopment Area; and

WHEREAS, in furtherance of the Redevelopment Area and pursuant to the Redevelopment Plan, i. Park obtained from time to time, numerous site plan and subdivision approvals; and

WHEREAS, on April 21, 2014, the Borough of Edgewater adopted an ordinance approving the Amended and Restated Redevelopment Plan dated August 2013 (the "Amended Redevelopment Plan") with respect to the Redevelopment Area; and

WHEREAS, on June 23, 2014, i. Park received site plan and subdivision approval with respect to a modified plan pursuant to the Amended Redevelopment Plan; including providing for 75 Affordable Housing units to be built in Building M situate on Lot 1.19; and

WHEREAS, i. Park has represented to the Borough that they entered into an agreement to convey Lot 1.19 to 45 River Road Associates LLC ("45 River Road") for the construction of the 75 units of Affordable Housing that are required as part of this Redevelopment Plan; and

WHEREAS, i.Park has further represented that 45 River Road is an experienced developer of affordable housing projects and is willing to construct the affordable

PREPARED BY: JOSEPH R. MARINIELLO, ESQ.

DEED RESTRICTION

THIS DEED RESTRICTION entered into as of this 9th day of September, 2022 by and between the Borough of Edgewater, with offices at 55 River Road, in the Borough of Edgewater, County of Bergen, and State of New Jersey and the Grantor, 45 River Road Urban Renewal Associates, LLC, a New Jersey Limited Liability Company, having offices at 125 River Road, Borough of Edgewater, County of Bergen and State of New Jersey, (the "Owner") of a residential project which shall include seventy-seven (75) low and moderate-income rental units (the "Project"). This restriction, regardless of the number of units actually constructed, is intended to restrict all residential units on the property located at 45 River Road, Edgewater, New Jersey.

This Deed Restriction is made as of September 9, 2022 by the Borough of Edgewater and approved by the Mayor and Council in accordance with the Resolution of Approval attached hereto as Schedule A.

WITNESSETH:

**Article I.
Consideration**

In consideration of the sum of \$1.00 and other good and valuable consideration received, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, applying to all seventy-five (75) units more specifically described in Article 2, hereof ("the Property").

**Article 2
Description of Property**

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the Borough of Edgewater, County of Bergen and State of New Jersey, and described more specifically a portion of Block 99 Lots 1.13 and 1.19 and known by the street address:

8 Somerset Lane, f/k/a 45 River Road
and 45 River Road
Edgewater, New Jersey

Being more particularly described as follows:

LEGAL DESCRIPTION TO BE ATTACHED

Being the same premises conveyed to the Grantor by Deed dated 2/10/2015, recorded 2/19/2015 in the Bergen County Clerk's Office in Deed Book V1866, page 895.

All residential units in the building are covered by and subject to this Deed Restriction

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each very low, low, or moderate income dwelling unit, commencing upon the date on which the first certified household occupies the very low, low, or moderate income unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Uniform Controls")
- B. The Property shall be used solely for the purpose of providing dwelling units for very low, low, or moderate income households, and no commitment for any such very low, low, or moderate income dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any very low, low, or moderate income dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent and municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its very low, low, or moderate income dwelling units, and any improvements to the very low, low, or moderate income dwelling units must be approved in advance and in writing by the Administrative Agent and municipality.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

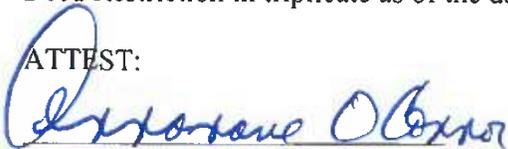
Article 4.
Remedies for Breach of Affordable Housing Covenants

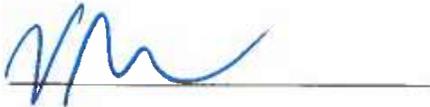
A breach of the Covenants may cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26 and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

IN WITNESS WHEREOF, the Borough of Edgewater and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

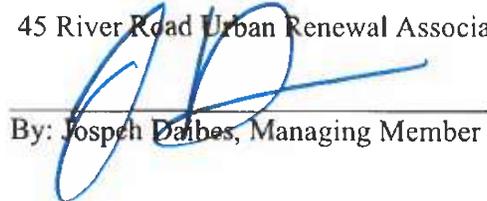




BOROUGH OF EDGEWATER


By: Michael McFarland, Mayor

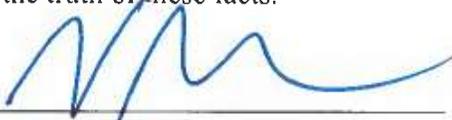
45 River Road Urban Renewal Associates, LLC


By: Joseph Dalbes, Managing Member

**STATE OF NEW JERSEY)
COUNTY OF BERGEN)**

I CERTIFY that on September 13 2022, Joseph Daibes, personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) This person is the Managing Member of 45 River Road Urban Renewal Associates, LLC ;
- (b) This person is the attesting witness to the signing of this document by the proper officer who is the Managing Member of 45 River Road Urban Renewal Associates, LLC ;
- (c) This document was signed and delivered by the limited liability company as its voluntary act and was duly authorized;
- (d) This person knows the proper seal of the limited liability company which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.



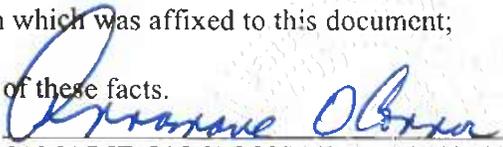
VIVIAN MAKULA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 7, 2025

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

I CERTIFY that on September 9, 2022

ANNAMARIE O'CONNOR personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) She is the Clerk of the Borough of Edgewater named in this document;
- (b) She is the attesting witness to the signing of this document by the proper officer who is the Mayor of the Borough of Edgewater;
- (c) this document was signed and delivered by the Borough of Edgewater as its voluntary act duly authorized by a proper resolution of its Governing Body;
- (d) She knows the proper seal of the Borough which was affixed to this document;
- (e) She signed this proof to attest to the truth of these facts.


ANNAMARIE O'CONNOR, Borough Clerk

Signed and sworn to before me on
this 9th day of September, 2022

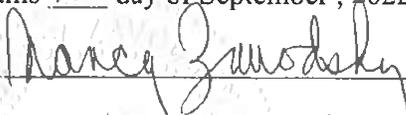

NANCY M. ZAVODSKY
Notary Public State of New Jersey
ID # 78161
My Commission Expires 4/10/25

EXHIBIT A

File No.: MSQ-12441

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Edgewater, County of Bergen, State of New Jersey, and being more particularly described as follows:

TRACT 1 – 8 Somerset Land (f/k/a 45 Rivr Road) - BLOCK 99 LOT 1.19

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, and State of New Jersey and is bounded and described as follows:

Description of Lot 1.19 in Block 99 as shown on "I.Park Edgewater, LLC – Subdivision Block 99 Lot 1 ..." filed in the Bergen County Clerk's Office on Aug. 21, 2014 as Filed Map No. 9582, also known as 8 Somerset Lane, in the Borough of Edgewater, Bergen County, New Jersey

Beginning at the northeasterly corner of said Lot 1.19, at a point in the westerly line of Somerset Lane (identified as "Proposed Road A" on said Filed Map), said point being distant the following courses and distances from the northwesterly corner of Lot 1.14 as shown on said Filed Map:

- a. Along the easterly line of Somerset Lane South 30 degrees 00 minutes 57 seconds West, a distance of 262.91 feet, thence;
- b. At right angles to Somerset Lane North 59 degrees 59 minutes 03 seconds West, a distance of 35.00 feet to the Point of Beginning, and running thence:
 1. Along the westerly line of Somerset Lane South 30 degrees 00 minutes 57 seconds West, a distance of 173.04 feet, thence;
 2. Along the division line between Subject Property and Lot 1.19 as shown on said Filed Map North 59 degrees 59 minutes 03 seconds West, a distance of 75.48 feet, thence;
 3. Still along said division line North 30 degrees 00 minutes 57 seconds East, a distance of 173.04 feet, thence;
 4. Still along said division line South 59 degrees 59 minutes 03 seconds East, a distance of 75.48 feet to the Point of Beginning.

The above description is drawn in accordance with a survey made by Schan Associates, dated 11/21/20; Updated 04/09/22.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 1.19, in Tax Block 99, on the Official Tax Map of the Borough of Edgewater.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 8 Somerset Lane, (f/k/a 45 River Road) Edgewater, New Jersey 07020

TRACT 2 – 45 River Road - BLOCK 99 LOT 1.13

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, and State of New Jersey and is bounded and described as follows:

Description of Lot 1.13 in Block 99 as shown on "I.Park Edgewater, LLC – Subdivision Block 99 Lot 1 ..." filed in the Bergen County Clerk's Office on Aug. 21, 2014 as Filed Map No. 9582, in the Borough of Edgewater, Bergen County, New Jersey

Beginning at the southeast corner of Lot 1.13, at the intersection of the westerly line of Somerset Lane (identified as "Proposed Road A" on said Filed Map), with the northerly line of Pembroke Way (identified as "Proposed Road C" on said Filed Map), and running thence:

1. Along said northerly line North 59 degrees 59 minutes 03 seconds West, a distance of 144.49 feet, thence;
2. Along the division line between Subject Property and Lot 1.18 as shown on said Filed Map, lands now or formerly of WGI Edgewater Owner, LLC North 30 degrees 00 minutes 57 seconds East, a distance of 361.04 feet, thence;
3. Along the division line between Subject Property and Lot 1.11 as shown on said Filed Map, lands now or formerly of One Main Street Edgewater, LLC South 59 degrees 59 minutes 03 seconds East, a distance of 144.49 feet to the westerly line of said Somerset Lane, thence;
4. Along said westerly line South 30 degrees 00 minutes 57 seconds West, a distance of 70.00 feet, thence;
5. Along the division line between Subject Property and Lot 1.19 as shown on said Filed Map North 59 degrees 59 minutes 03 seconds West, a distance of 75.48 feet, thence
6. Still along said division line South 30 degrees 00 minutes 57 seconds West, a distance of 173.04 feet, thence;
7. Still along said division line South 59 degrees 59 minutes 03 seconds East, a distance of 75.48 feet to the westerly line of Somerset Lane, thence;
8. Along said westerly line South 30 degrees 00 minutes 57 seconds West, a distance of 118.00 feet to the Point of Beginning.

The above description is drawn in accordance with a survey made by Schan Associates, dated 11/21/20; Updated 04/09/22.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 1.13, in Tax Block 99, on the Official Tax Map of the Borough of Edgewater.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 8 Somerset Lane, (f/k/a 45 River Road), Edgewater, New Jersey 07020.

AFFIRMATIVE FAIR HOUSING MARKETING PLAN For Affordable Housing in **(REGION 1)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number DBR Management, Inc. 125 River Road, Suite 301 Edgewater, NJ 07020 (201)840-0050		1b. Development or Program Name, Address 45 River Road Urban Renewal Associates, LLC d/b/a Somerset Apartments 8 Somerset Lane Edgewater, NJ 07020	
1c. Number of Affordable Units: 75 Number of Rental Units: 76 Number of For-Sale Units: 0	1d. Price or Rental Range for Affordable Units From TBD pending Funding Source requirements To TBD pending Funding Source requirements	1e. State and Federal Funding Sources (if any) <p style="text-align: center;">Pending HUD Application</p>	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: June 2021 Occupancy: September 2021		
1h. County <p style="text-align: center;">Bergen</p>		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number Rania Fragoso 125 River Road, Suite 301 Edgewater, NJ 07020 (201)840-0050			
1k. Application Fees (if any): \$185			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received. <ul style="list-style-type: none"> a) The random selection process will comply with the Uniform Housing Affordability Controls - NJAC 5:80-26.1 et seq. – (UHAC), as well as standard policies and procedures set forth by the Administrative Agent. b) Households that apply for affordable housing will be prescreened by the Administrative Agent for preliminary income eligibility by comparing their total income and household size to the income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status. c) All preliminary applications received, will be processed on a "first come, first served" basis. d) In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ninety-five (95) pre-qualified applicants. e) Final applications will be mailed by the Administrative Agent to an adequate number of prequalified applicants, in priority order, for each available unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

f) Completed final applications will be forwarded to the Administrative Agent. The Administrative Agent will make a determination as to their eligibility.

g) Applicants will receive a letter from the Administrative Agent with respect to the status of their application each time a review is performed.

h) Certified applicants will be given a pre-determined amount of time to sign a lease with the owner. Renters shall be given no less than 30 days from the execution of the lease to the date of initial occupancy of that unit.

i) Applicants not processed for initial occupancy will be maintained for the purpose of addressing future vacancies.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic) Black (non-Hispanic) Hispanic American Indian or Alaskan Native
 Asian or Pacific Islander Other group:

3b. HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 1			
Daily Newspaper			
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed	Star-Ledger	Northern and Central New Jersey
TARGETS PARTIAL HOUSING REGION 1			
Daily Newspaper			
<input type="checkbox"/>		Record, The	Bergen
<input type="checkbox"/>		Jersey Journal	Hudson
<input type="checkbox"/>		Herald News	Passaic
<input type="checkbox"/>		New Jersey Herald	Sussex
TARGETS PARTIAL HOUSING REGION 1			
Non-Daily Newspaper			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<input type="checkbox"/>		Bayonne Community News	Hudson
<input type="checkbox"/>		Northern Valley Suburbanite	Northern Bergen
<input type="checkbox"/>		Teaneck Suburbanite	Teaneck, Bergen
<input type="checkbox"/>		Twin Boro News	Northern Bergen

<input type="checkbox"/>		Shopper News	Bergen
<input type="checkbox"/>		The Ramsey Reporter	Ramsey, Bergen
<input type="checkbox"/>		The Town Journal	Franklin Lakes, Bergen
<input type="checkbox"/>		The Village Gazette	Ridgewood, Bergen
<input type="checkbox"/>		Messenger	Garfield, Bergen
<input type="checkbox"/>		Observer	Hasbrouck Heights, Bergen
<input type="checkbox"/>		Weekly News	Hasbrouck Heights, Bergen
<input type="checkbox"/>		Hawthorne Press	Hawthorne, Passaic
<input type="checkbox"/>		Journal America	Passaic
<input type="checkbox"/>		Hoboken Reporter	Hoboken, Hudson
<input type="checkbox"/>		Hudson Current	Hudson
<input type="checkbox"/>		Jersey City Register	Hudson
<input type="checkbox"/>		The Shoppers' Friend	Sussex
<input type="checkbox"/>		The Commercial Leader	Lyndhurst, Bergen
<input type="checkbox"/>		North Bergen Register	Hudson
<input type="checkbox"/>		Secaucus Reporter	Secaucus, Hudson
<input type="checkbox"/>		Weehawken Reporter	Weehawken, Hudson
<input type="checkbox"/>		West New York/Union City Reporter	West New York/Union City, Hudson
<input type="checkbox"/>		Observer	Hudson
<input type="checkbox"/>		The Commercial Leader	Lyndhurst, Bergen
<input type="checkbox"/>		The Leader Free Press	Lyndhurst, Bergen
<input type="checkbox"/>		News Leader of Rutherford	Rutherford, Bergen
<input type="checkbox"/>		North Arlington Leader	North Arlington, Bergen
<input type="checkbox"/>		Our Town	Maywood, Bergen
<input type="checkbox"/>		The Ridgewood Times – Zone 2	Midland Park/Ridgewood, Bergen
<input type="checkbox"/>		The Villadom Times Midland Park	Midland Park/Ridgewood, Bergen
<input type="checkbox"/>		The Palisadian	Bergen
<input type="checkbox"/>		Aim Community News/Aim Action Ads	Passaic
<input type="checkbox"/>		Shoppers Guide to Sussex County	Sussex
<input type="checkbox"/>		Bergen News	Bergen

<input type="checkbox"/>		Press Journal	Palisades Park, Bergen
<input type="checkbox"/>		Korean Bergen News	Bergen
<input type="checkbox"/>		Sun Bulletin	Bergen
<input type="checkbox"/>		News Beacon	Paramus
<input type="checkbox"/>		Slovak Catholic Falcon	(Slovak/English) Passaic
<input type="checkbox"/>		Independence News	Passaic
<input type="checkbox"/>		Home and Store News	Bergen
<input type="checkbox"/>		Our Town	Northern Bergen
<input type="checkbox"/>		The Glen Rock Gazette	Glen Rock, Bergen
<input type="checkbox"/>		Ridgewood News	Ridgewood, Bergen
<input type="checkbox"/>		Suburban News	Northern Bergen
<input type="checkbox"/>		Town News	Northern Bergen
<input type="checkbox"/>		Wyckoff Suburban News	Wyckoff, Bergen
<input type="checkbox"/>		The South Bergenite	Southern Bergen
<input type="checkbox"/>		Secaucus Home News	Secaucus, Hudson
<input type="checkbox"/>		The Advertiser	Sussex
<input type="checkbox"/>		The Advertiser News	Sussex
<input type="checkbox"/>		Sparta Independent	Sparta, Sussex
<input type="checkbox"/>		Sussex County Chronicle	Sparta, Sussex
<input type="checkbox"/>		The Connection Newspaper	Southern Bergen
<input type="checkbox"/>		Jewish Community News	(Jewish) Bergen
<input type="checkbox"/>		Jewish Standard	(Jewish) Bergen
<input type="checkbox"/>		Avance	(Spanish) Hudson
<input type="checkbox"/>		Continental	(Spanish) Hudson
<input type="checkbox"/>		La Tribuna de North Jersey	(Spanish) Hudson
<input type="checkbox"/>		The Argus	West Paterson, Passaic
<input type="checkbox"/>		Suburban Life	Passaic
<input type="checkbox"/>		Today Newspaper	Passaic
<input type="checkbox"/>		Community Life	Northern Bergen
<input type="checkbox"/>		Wood Ridge Independent	Wood Ridge

TARGETS ENTIRE HOUSING REGION 1			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	NYC Metropolitan Area
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	NYC Metropolitan Area
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	NYC Metropolitan Area
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	NYC Metropolitan Area
<input type="checkbox"/>		13 Wpix, Inc. (Tribune) Educational Broadcasting Corporation	NYC Metropolitan Area
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	NYC Metropolitan Area
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	NYC Metropolitan Area
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	NYC Metropolitan Area, Spanish- language
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area, Spanish- language
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	New Jersey
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	Hudson Valley
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcating Corporation	Northern New Jersey, Various ethnic
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Northern New Jersey, Christian
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	NYC Metropolitan Area, Spanish- language
TARGETS PARTIAL HOUSING REGION 1			
<input type="checkbox"/>		8 WTNH Wtnh Broadcasting, Inc. (LIN TV Corp.)	Bergen
<input type="checkbox"/>		49 WEDW Connecticut Public Broadcasting, Inc.	Bergen
<input type="checkbox"/>		17 WEBR-CA K Licensee, Inc.	Bergen, Hudson (Christian)
<input type="checkbox"/>		26 WNXV-LP Island Broadcasting Company	Bergen, Hudson

<input type="checkbox"/>		32 WXNY-LP Island Broadcasting Company	Bergen, Hudson
<input type="checkbox"/>		35 WNYX-LP Island Broadcasting Company	Bergen, Hudson
<input type="checkbox"/>		39 WNYN-LP Island Broadcasting Company	Bergen, Hudson (Spanish)
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Bergen, Hudson, Passaic
<input type="checkbox"/>		60 W60AI Ventana Television, Inc.	Bergen, Hudson, Passaic
<input type="checkbox"/>		6 WNYZ-LP Island Broadcasting Co.	Bergen, Sussex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Hudson
<input type="checkbox"/>		34 WPXO-LP Paxson Communications License Company, Llc	Hudson
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Hudson (Christian)
<input type="checkbox"/>		3 WBQM-LP Renard Communications Corp.	Hudson, Sussex
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Hudson, Sussex
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Passaic, Sussex
<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Passaic, Sussex
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Sussex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Sussex
<input type="checkbox"/>		23 W23AZ Centenary College	Sussex
<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Sussex
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Sussex
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Sussex
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Sussex
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Sussex
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Sussex
<input type="checkbox"/>		64 WQPX Paxson Communications License Company, Llc (Ion Media Networks)	Sussex
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Sussex

DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
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TARGETS PARTIAL HOUSING REGION 1			
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen

<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 1			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
XX	Once at the start of marketing & as needed	WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish

<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WHUD 100.7	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
<input type="checkbox"/>		WBLS 107.5	

TARGETS PARTIAL HOUSING REGION 1

AM

<input type="checkbox"/>		WEEX 1230	Bergen
<input type="checkbox"/>		WKDM 1380	Bergen, Hudson (Chinese/ Mandarin)
<input type="checkbox"/>		WMCA 570	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WNYC 820	Bergen, Hudson, Passaic
<input type="checkbox"/>		WRKL 910	Bergen, Hudson, Passaic (Polish)
<input type="checkbox"/>		WPAT 930	Bergen, Hudson, Passaic (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WINS 1010	Bergen, Hudson, Passaic
<input type="checkbox"/>		WEPN 1050	Bergen, Hudson, Passaic
<input type="checkbox"/>		WVNJ 1160	Bergen, Hudson, Passaic
<input type="checkbox"/>		WLIB 1190	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WADO 1280	Bergen, Hudson, Passaic (Spanish)
<input type="checkbox"/>		WWRV 1330	Bergen, Hudson, Passaic (Spanish)
<input type="checkbox"/>		WNSW 1430	Bergen, Hudson, Passaic (Portuguese)
<input type="checkbox"/>		WZRC 1480	Bergen, Hudson, Passaic (Chinese/Cantonese)
<input type="checkbox"/>		WQEW 1560	Bergen, Hudson, Passaic

<input type="checkbox"/>		WWRL 1600	Bergen, Hudson, Passaic
<input type="checkbox"/>		WWRU 1660	Bergen, Hudson, Passaic (Korean)
<input type="checkbox"/>		WMTR 1250	Passaic
<input type="checkbox"/>		WGHT 1500	Passaic
<input type="checkbox"/>		WNNJ 1360	Sussex
FM			
<input type="checkbox"/>		WSOU 89.5	Bergen, Hudson
<input type="checkbox"/>		WCAA 105.9	Bergen, Hudson (Latino)
<input type="checkbox"/>		WBGO 88.3	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFDU 89.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WKCR-FM 89.9	Bergen, Hudson, Passaic
<input type="checkbox"/>		WNYU-FM 89.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFUV 90.7	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFMU 91.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WNYE 91.5	Bergen, Hudson, Passaic
<input type="checkbox"/>		WRKS 98.7	Bergen, Hudson, Sussex
<input type="checkbox"/>		WRTN 93.5	Bergen, Hudson, Sussex
<input type="checkbox"/>		WHCR-FM 90.3	Bergen, Passaic
<input type="checkbox"/>		WPSC-FM 88.7	Passaic
<input type="checkbox"/>		WRHV 88.7	Passaic
<input type="checkbox"/>		WNJP 88.5	Sussex
<input type="checkbox"/>		WNTI 91.9	Sussex
<input type="checkbox"/>		WCTO 96.1	Sussex
<input type="checkbox"/>		WSUS 102.3	Sussex
<input type="checkbox"/>		WNNJ-FM 103.7	Sussex
<input type="checkbox"/>		WDHA -FM 105.5	Sussex
<input type="checkbox"/>		WHCY 106.3	Sussex
<input type="checkbox"/>		WWYY 107.1	Sussex

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF
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				READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 1				
Bi-weekly				
<input type="checkbox"/>		Al Manassah		Arab-American
Monthly				
<input type="checkbox"/>		Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 1				
Daily				
<input type="checkbox"/>		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
<input type="checkbox"/>		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>		La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>		Italian Tribune	North Jersey/NYC area	Italian community
<input type="checkbox"/>		Jewish Standard	Bergen, Passaic, Hudson Counties	Jewish community
<input type="checkbox"/>		El Especialito	Union City	Spanish-Language
<input type="checkbox"/>		El Nuevo	Hudson County	Spanish-Language
<input type="checkbox"/>		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
<input type="checkbox"/>		Su Guia	Bergen and Passaic	Spanish-Language
<input type="checkbox"/>		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>		Ukranian Weekly	New Jersey	Ukranian community
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)				
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION	
Hudson County				
<input type="checkbox"/>		United Parcel Service Inc. NY Corp	492 County Ave, Secaucus	
<input type="checkbox"/>		USPS	80 County Road, Jersey City	

<input type="checkbox"/>		Liz Claiborne Inc	1 Claiborne Ave, North Bergen
<input type="checkbox"/>		Credit Suisse First Boston LLC	1 Pershing Plz Jersey City
<input type="checkbox"/>		HealthCare Staffing and Consult	26 Journal Square, Jersey City
<input type="checkbox"/>		Ritter Sysco Food Service	20 Theodore Conrad Dr. Jersey City
<input type="checkbox"/>		Jersey City Medical Center Inc.	50 Grand St, Secaucus
<input type="checkbox"/>		Marsh USA Inc.	121 River St, Hoboken
<input type="checkbox"/>		National Retail Systems Inc.	2820 16th St North Bergen
<input type="checkbox"/>		Community Corrections Corp	Lincoln Hwy Kearny
<input type="checkbox"/>		Marine Personnel & Provisioning Inc.	1200 Harbor Blvd Weehawken
<input type="checkbox"/>		Port Authority of NY and NJ	241 Erie St. Jersey City and 120 Academy St. Jersey City
<input type="checkbox"/>		Christ Hospital Health Service	176 Palisade Ave, Jersey City
<input type="checkbox"/>		Bayonne Hospital	29th Street and Ave E, Bayonne
<input type="checkbox"/>		Salson Logistics Inc.	2100 88th St.and 7373 West Side Ave, North Bergen, NJ
<input type="checkbox"/>		National Financial Service	1000 Plaza, Jersey City
<input type="checkbox"/>		Fleet NJ Company Development Corp.	10 Exchange Place, Jersey City
<input type="checkbox"/>		Maidenform Inc	154 Ave E, Bayonne
<input type="checkbox"/>		Lord Abbett & Company	90 Hudson City, Jersey City
<input type="checkbox"/>		Liberty Health Plan Inc.	50 Baldwin Ave Jersey City
<input type="checkbox"/>		Port Imperial Ferry Corp.	Pershing Rd Secaucus
<input type="checkbox"/>		Hudson News	1305 Paterson Plank Rd, North Bergen
XX	As needed	Hackensack Meridian Health Palisades Medical Center	7600 River Rd North Bergen, NJ
<input type="checkbox"/>		Equiserve Inc.	525 Washington Blvd Jersey city
<input type="checkbox"/>		Ciricorp Data Systems Incorporated	1919 Park Ave Secaucus
<input type="checkbox"/>		Meadowlands Hospital Medical Center	Meadowlands Pkwy Secaucus
<input type="checkbox"/>		Retailers & Manufacturers Dist Marking Serv.	50 Metro Way Secaucus
<input type="checkbox"/>		Dynamic Delivery Corp	125 Pennsylvania Ave Kearny, NJ
<input type="checkbox"/>		Bowne Business Communications Inc.	215 County Ave Secaucus
<input type="checkbox"/>		North Hudson Community Action Corp.	5301 Broadway West New York 07093
<input type="checkbox"/>		Goya Foods Inc.	100 Seaview Dr. Secaucus
<input type="checkbox"/>		Cristi Cleaning Service	204 Paterson Plank Rd Union, NJ

Bergen County			
<input type="checkbox"/>		Hackensack University Medical Center	30 Prospect Ave, Hackensack, NJ 07601
<input type="checkbox"/>		Professional Employer Group Service	2050 Center Ave Ste 336 Fort Lee
<input type="checkbox"/>		County of Bergen, NJ	1 Bergen County Plaza Hackensack, NJ 07601
<input type="checkbox"/>		Society of the Valley Hospital	223 N Van Dien Ave Ridgewood
<input type="checkbox"/>		NJ Sports & Expo Authority	50 State Highway 120 East Rutherford
<input type="checkbox"/>		Merck-Medco Managed Care LLC	100 Parsons Pond Dr. Franklin Lakes 07417
<input type="checkbox"/>		Quest Diagnostics Incorporated	1 Malcolm Ave Teterboro ,NJ 07608
<input type="checkbox"/>		AT&T	15 E Midland Ave Paramus
XX	As needed	Englewood Hospital and Medical Center	350 Engle St. Englewood
<input type="checkbox"/>		Aramark Svcs Management of NJ Inc	50 Route 120 East Rutherford
<input type="checkbox"/>		Holy Name Hospital	718 Teaneck Road Teaneck
<input type="checkbox"/>		Doherty Enterprises Inc	7 Pearl Ct Allendale
<input type="checkbox"/>		Bergen Regional Medical Center	230 East Ridgewood Ave Paramus
<input type="checkbox"/>		Inserra supermarkets, Inc.	20 Ridge Rd Mahwah
<input type="checkbox"/>		Howmedica Osteonics Corp	59 Route 17 Allendale
<input type="checkbox"/>		Becton Dickinson & Company Corp	1 Becton Dr. Franklin Lakes
<input type="checkbox"/>		Pearson Education, Inc.	1 Lake St. Upper Saddle River
Passaic County			
<input type="checkbox"/>		D&E Pharmaceutical Co.	206 Macoprin Rd Bloomingdale, NJ 07403
<input type="checkbox"/>		Acme Markets	467 AllWood Rd Clifton, NJ 07012
<input type="checkbox"/>		St. Mary's Hospital	350 Boulevard Passaic, NJ 07055
<input type="checkbox"/>		Merry Maids	14 Riverside Square Mall, Bloomingdale, NJ 07403
<input type="checkbox"/>		Health Center at Bloomingdale	255 Union Ave Bloomingdale, NJ 07403
<input type="checkbox"/>		Sommers Plastic Product Co. Inc.	31 Styertowne Rd Clifton, NJ 07012
XX	As needed	St. Joseph's Hospital	703 Main St. Paterson, NJ 07503
<input type="checkbox"/>		BAE Systems	164 Totowa Rd, Wayne, NJ 07470
<input type="checkbox"/>		Drake Bakeries Inc	75 Demarest Dr, Wayne, NJ 07470
<input type="checkbox"/>		Toys R Us National Headquarters	1 Geoffrey Way, Wayne, NJ 07470

<input type="checkbox"/>		GAF Materials Corporation	1361 Alps Rd, Wayne, NJ 07470
<input type="checkbox"/>		Valley National Bank Headquarters	1455 Valley Road Wayne, New Jersey 07470

Sussex County			
<input type="checkbox"/>		Selective Insurance	40 Wantage Ave, Branchville, NJ
<input type="checkbox"/>		Andover Subacute and Rehab Center	99 Mulford Rd Bldg 2, Andover, NJ
<input type="checkbox"/>		Mountain Creek Resorts	200 State Rt 94, Vernon, NJ
<input type="checkbox"/>		County of Sussex	One Spring Street, Newton, NJ 07860
<input type="checkbox"/>		Newton Memorial Hospital Inc.	175 High St, Newton, NJ
<input type="checkbox"/>		Vernon Township Board of Education	539 State Rt 515, Vernon, NJ
<input type="checkbox"/>		F.O. Phoenix (Econo-Pak)	1 Wiebel Plz, Sussex, NJ
<input type="checkbox"/>		Hopatcong Board of Education	2 Windsor Ave, Hopatcong, NJ
XX	As needed	Saint Clare's Hospital	20 Walnut St, Sussex, NJ
<input type="checkbox"/>		Ames Rubber Corp	19 Ames Blvd, Hamburg, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
BUILDING	LOCATION
<input type="checkbox"/> Sussex County Main Library	125 Morris Turnpike, Newton, NJ 07860
<input type="checkbox"/> Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306
<input type="checkbox"/> Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973) 225-3632
<input type="checkbox"/> Bergen County Administration Building	One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
Edgewater Housing Authority 300 Undercliff Avenue Edgewater, NJ 07020	

Contact: Christine Lodato
Phone: 201-943-6000
Email: clodato@edgewaterha.org
4c. Sales/Rental Office for units (if applicable) TBD

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Jacqueline Poye
Name (Type or Print)

Authorized Representative
Title/Municipality

Signature Date

PREPARED BY:


Robert Montecallo, Esq.

MASTER DEED

This MASTER DEED is made on this 19th day of October, 2007 by AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC., a non-profit, New Jersey corporation with its principal place of business located at 300 Undercliff Avenue, Edgewater, New Jersey 07020, (hereinafter referred to as the Sponsor),

INITIAL STATEMENT

Sponsor is the owner of the fee simple title, subject to restrictions on use and resale, to those lands and premises all situate, lying and being in the Borough of Edgewater, County of Bergen and State of New Jersey, and more particularly described in Exhibit "A" attached hereto, which said lands and premises are hereinafter referred to as the "Property." The Property includes Eighteen (18) condominium units, hereinafter referred to as the "Units," together with certain driveways, walkways and other improvements. A survey of the property is attached hereto as Exhibit "B". The floor plans of the Units are attached hereto as Exhibit "C".

It is the intention of the Sponsor to establish the form of ownership of the Property as a Condominium, pursuant to N.J.S.A. 46:8B-1 et seq., (hereinafter referred to as "The Condominium Act"), thereby submitting the land to the provisions of The Condominium Act, and under the name "UNDERCLIFF HEIGHTS CONDOMINIUM", hereinafter referred to as "The Condominium." For these purposes, the Sponsor has established, or is about to establish, UNDERCLIFF HEIGHTS CONDOMINIUM ASSOCIATION, INC., a New Jersey, corporation, for the administration, operation and management of The Condominium.

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF THE CONDOMINIUM:

The Sponsor does hereby submit, declare and establish UNDERCLIFF HEIGHTS CONDOMINIUM ASSOCIATION, INC., in accordance with The Condominium Act for that Property described in the aforesaid Exhibit "A".

2. DEFINITIONS:

Capitalized terms used in this Master Deed are defined terms. In the event a term is not defined herein, or any definitions herein shall be found illegal or invalid, then the appropriate definitions as set forth in The Condominium Act (N.J.S.A. 46:8B-3, in particular) shall be incorporated herein in its place and stead. As used herein and in the By-Laws attached hereto, and in any amendments thereto, the following terms shall have the following meanings, unless the context in which the terms are utilized clearly indicates otherwise:

- (a) Association: Association means Undercliff Heights Condominium Association, Inc., a New Jersey corporation, organized, or about to be organized for the administration, operation and management of The Condominium.
- (b) By-Laws: By-Laws means the By-Laws of the Association and any amendments thereto, governing The Condominium Association.
- (c) Certificate of Incorporation: The Certification of Incorporation means the Certificate of Incorporation of the Association and any amendment thereto.
- (d) Common Elements: Common Elements means the entire Property, including all improvements erected or to be erected thereon, other than the Units, (see definition of Unit, infra). The General Common Elements and the Limited Common Elements, (all defined hereafter in this section), collectively, comprise the Common Elements. A more detailed definition of the General Common Elements is contained in Section 11 following and a more detailed definition of the Limited Common Elements is contained in Section 12 following.
- (e) Common Expenses: Common Expenses mean expenses for which the Unit Owners are proportionately liable, including but not limited to: all expenses of administration, maintenance, repair and replacement of the Common Elements; expenses agreed upon as common by both Unit Owners and expenses declared as common by this Master Deed or the By-Laws of the Condominium Act or any amendments thereto.
- (f) Common Receipts: Common Receipts means rent or other charges derived from leasing or licensing the use of the Common Elements; funds collected from Unit Owners as Common Expenses or otherwise; and receipts designated as common by this Master Deed or the By-Laws or any amendments thereto.
- (g) Common Surplus: Common Surplus means the excess of all Common Receipts over all Common Expenses.
- (h) Condominium (The): The Condominium or Condominiums refers to UNDERCLIFF HEIGHTS CONDOMINIUM, or at other times, as the may indicate, The Condominium or Condominiums refers to the entire project and entity created by the execution and recording of this Master Deed.
- (i) Condominium Act (The): The Condominium Act as defined heretofore, refers to the New Jersey Condominium Act, (N.J.S.A. 46:8B-1 et seq.) and any amendments thereto.
- (j) Conveyance: Conveyance means the closing of title and delivery of the Deed for a

Unit and an interest in the Common Elements.

- (k) Exhibit(s): Exhibit(s) refers to the various drawings, maps, charts, or other documents and any amendments thereto, attached to this Master Deed and designated by a capitalized letter of the alphabet. All of the Exhibits are to be deemed incorporated into and made a part of this Master Deed as if set forth at length herein.
- (l) General Common Elements: General Common Elements means all Common Elements other than the Limited Common Elements. The General Common Elements of this Condominium are itemized hereafter in Section 11.
- (m) Limited Common Elements: Limited Common Elements means those Common Elements which are for the use of one Unit to the exclusion of the other Units. The Limited Common Elements of this Condominium are itemized hereafter in Section 12.
- (n) Master Deed: Master Deed means this Master Deed of UNDERCLIFF HEIGHTS CONDOMINIUM ASSOCIATION, INC., and any amendments thereto. This Master Deed is the instrument by which the Sponsor creates The Condominium.
- (o) Non-Sponsor Unit Owner(s): Non-Sponsor Unit Owner(s) means any Unit Owner other than the Sponsor.
- (p) Property: Property as defined heretofore, refers to the lands and premises described by a metes and bounds description (Exhibit "A").
- (q) Proportionate Undivided Percentage Interest: The Proportionate Undivided Percentage Interest means the Proportionate Undivided Percentage Interest of each Unit in the Common Elements. Such interests are expressed as percentages, the aggregate of which is one hundred percent (100%).
- (r) Rules and Regulations: Rules and Regulations means the Rules and Regulations and any amendments thereto, promulgated by the Association, governing the day-to-day conduct of the Unit Owners and others occupying or using the Condominium, which are in addition to the provisions of this Master Deed and the By-Laws and any amendments thereto.
- (s) Sponsor: Sponsor, as defined heretofore, refers to AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC., which is the present owner of the fee simple title to the Property and which is creating The Condominium.
- (t) Unit: Unit means a part of The Condominium designated and intended for independent use as a residential dwelling, having a direct exit to a public street or

way, or to a Common Element(s) leading to a public street or way, and includes a Proportionate Undivided Percentage Interest in the Common Elements. A more detailed definition of a Unit is contained in Section 5 following.

(u) Unit Deed: Unit Deed means a Deed or Conveyance of a Unit in recordable form.

(v) Unit Owner: Unit Owner means the person(s) owning a Unit after a Conveyance.

3. GENERAL DESCRIPTION OF THE CONDOMINIUM:

The Condominium will consist of the land described in Exhibit "A" and as shown on Exhibit "B", together with the Eighteen (18) units and will include all parking areas, rights, roads, improvements and appurtenances thereto belonging or appertaining.

4. SURVEY AND PLANS:

A survey of The Property which shows the boundary of The Property, the location of the building containing the Units upon The Property will be provided to all unit owners. Plans of the different units, which shows their approximate dimensions are annexed hereto as Exhibit "C".

5. DEFINITION OF A UNIT:

(a) A Unit is intended to contain all space within the area bounded by the interior perimeter or party walls of each Unit and the lowermost floor and uppermost ceiling of each Unit as follows:

BOTTOM: The bottom of each Unit is an imaginary horizontal plane along the coincident with the innermost (i.e. within the Unit) surface of the floor which is the floor of the lowermost story in the Unit to where it closes at every side of such Unit.

TOP: (I) The top of each Unit is an imaginary plane along and coincident with the unexposed surface of the gypsum board and/or other facing material which forms the ceiling of the finished portion of the uppermost story in the Unit to where it closes at every side of such Unit; and (II) the interior facing surface of the roof beams and other material affixed to the inner side of the roof in any unfinished portion of any accessible space above the ground floor in the unit to where it closes at each side of the Unit.

SIDES: The Sides of each Unit are graphically shown on Exhibit "C". There are imaginary vertical planes along and coincident with the innermost (i.e. within the Unit) surface of the sheet rock or other material of the perimeter walls, or where no wall exists, an imaginary vertical plane along and coincident with the exterior surface of the windows or door located on the perimeter of such Unit, and each side extends upwards and downwards so as to close the area in each Unit bounded by the bottom and top of the Unit.

Any decorative or finishing materials affixed to or covering the Unit side of any walls, floors or ceilings, shall be deemed to be a part of a Unit. Such finishing materials or decorations include, but are not limited to, paint, wallpaper, plaster, paneling, floor tiles, carpeting, wall tiles and ceiling tiles; all of which shall be maintained and repaired by the Unit Owner at his sole expense.

- (b) Each Unit, regardless of type, also includes all built in appliances, (including, but not limited to any refrigerators, dishwashers, ranges and hoods), fixtures, doors, windows, (including any doors and windows which open from the Unit), sheet rock and/or other facing material on the walls and ceilings, the inner decorated and/or finished surfaces of the floors, (including but not limited to flooring tile, ceramic tile, finished flooring, carpeting and padding). Each Unit also includes, but is not limited to the following individual appurtenances to the extent that the same serve each individual Unit only and not any other Unit or portion of the Common Elements;
 - (I) So much of the heating, plumbing and ventilating systems as extends from the walls, ceilings and/or floors in the interior air space of the Unit;
 - (II) So much of the electrical wires which extend from the walls, ceilings and/or floors into the interior air space of the Unit and all fixtures, switches, outlets and circuit breakers;
 - (III) All utility meters not owned by the public utility or agency supplying the service;
 - (IV) All non-structural interior partitions or nonbearing walls within the interior air space of the Unit. (But, see Section 8f infra.);
 - (V) Heating Units within the condominium Unit;
 - (VI) All master antenna wiring which extends from the interior surface of the walls, floors or ceilings of the Unit;
 - (VII) Hot water heater;
 - (VIII) Fireplace and chimney appurtenant to the Unit, if any.
- (c) Each Unit's Proportionate Undivided Percentage Interest in the Common Elements shall be inseparable from the Unit and any conveyance, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include such Proportionate Undivided Percentage Interest whether or not expressly stated.

6. IDENTIFICATION OF UNITS:

Each Unit is identified by a number identifying the Unit, they are identified as follows:

The Unit Calculation Chart attached hereto as Exhibit "D", sets forth separately the separate Unit, the Unit number, the Unit type and the Proportionate Undivided Percentage Interest in the Common Elements of each Unit type.

7. INTEREST ACQUIRED, VOTING RIGHTS, LIABILITY FOR COMMON EXPENSES AND SHARE OF COMMON SURPLUS:

The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law and shall acquire an appurtenance thereto, a Proportionate Undivided Percentage Interest in the Common Elements, which shall not be divisible from the Unit to which it appertains.

The Proportionate Undivided Percentage Interest for each Unit is as set forth in Exhibit "D", attached hereto and shall remain fixed unless and until changed by amendment to this Master Deed.

The aforesaid Proportionate Undivided Percentage Interest shall be used to allocate the division of proceeds, if any, resulting from fire, casualty loss, any condemnation or eminent domain proceedings or from any other disposition of The Condominium Property.

The Proportionate Undivided Percentage Interest shall not be utilized for the determination of voting rights of Unit Owners.

The liability for Common Expenses and the sharing of Common Surplus shall be allocated to each Unit by using the Proportionate Undivided Percentage Interest.

The voting rights of the Unit Owners shall be based upon one (1) vote for each Unit, and in the case of a deadlock, Sponsor shall have the deciding vote.

8. RESTRICTIONS ON THE USE OF UNITS:

In addition to any obligations or restrictions set forth in other provisions of this Master Deed or the Certificate of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, the following restrictions apply to the Units:

- (a) No Unit shall be used for any purpose other than as a private residential dwelling by the owner of said Unit and his/her or their immediate family.
- (b) No Unit shall be rented.

- (c) No Unit shall be rented or used for any hotel purposes, which shall mean any rental whereby the occupants of the Unit are provided any one or more customary hotel services, such as, but not limited to, room service for food and beverages, maid service, furnishing of laundry and linen or bellboy service.
- (d) No Unit shall be partitioned or subdivided nor shall any interior partition or wall be constructed, removed or replaced by any Non-Sponsor Unit Owner, without prior written approval of the Association.
- (e) The Units are restricted to use as Affordable Housing in accordance to the Affordable Housing Plan, which is annexed hereto as Exhibit "E" and made a part hereof. The Units may not be used for any other purpose. All Units are subject to this restriction which runs with the land and is stated in its entirety in Exhibit "E" annexed hereto.
- (f) No Unit may be resold to any person, except in compliance with the Restriction of the Use of this Property as Affordable Housing and with the explicit approval of Sponsor, as a director of, and further, as provided for in Exhibit "E", "Restrictive Covenants" Exhibit "F" "Declaration of Restrictive Covenants", Exhibit "G" "Present Owner's Deed" and paragraphs 18 and 19 of this Master Deed.
- (g) No Unit Owner shall store any personal property outdoors except for automobiles with current inspection stickers.
- (h) In the event the Unit Owner fails to fulfill the foregoing obligations, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit involved, and collection thereof may be enforced by the Association in the same manner of a Unit Deed, each Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his/her attorney-in-fact for the purpose heretofore described in this subparagraph (H).

9. UNIT OWNER'S ACCEPTANCE OF THE PROVISIONS GOVERNING THE CONDOMINIUM:

Every Unit Owner, by acceptance of a Unit Deed or other Conveyance for a Unit, whether or not it shall be so expressed in any such Deed or other Conveyance, shall be deemed to covenant and agree to be bound by the provisions of this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules and Regulations, including any exhibits thereto and any amendments thereto; including but not limited to, the agreement to pay any and all annual or special assessments for Common Expenses as same are more particularly described herein or in the By-Laws. Failure to comply with any such documents shall be grounds for such relief as the Sponsor or the Association shall deem necessary, including injunctive relief.

10. NON-PARTITION:

Subject to the provisions of this Master Deed, the By-Laws and The Condominium Act and any amendments thereto, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action for partition or division thereof.

In addition, as previously set forth in Section supra., the Proportionate Undivided Percentage Interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the Conveyance or other instrument.

11. GENERAL COMMON ELEMENTS:

- I. The General Common Elements include, but are not limited to all of the following, (exclusive of any Units or the Limited Common Elements, as same are defined/specified herein):
 - (a) All lands described in Exhibit "A" aforesaid, whether or not occupied by buildings containing Units;
 - (b) All private sidewalks, walkways, yard and the driveway and curbs and non-assigned parking areas;
 - (c) Lawn area, shrubbery, conduits, utility lines, underground sprinkler systems and waterways;
 - (d) The electrical, cable television and telephone wiring network throughout the Condominium not owned by the public utilities providing such services and not part of a Unit as set forth in Section 5b(II);
 - (e) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services and not part of a Unit as set forth in Section 5b(II);
 - (f) All structural and bearing parts including, but not limited to: the foundation, roof, columns, girders, beams exterior or interior bearing and main walls, and support;
 - (g) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds;
 - (h) Those portions of the land or any improvements or appurtenances reserved exclusively for the management, operation or maintenance of the Common Elements or of The Condominium;

- (i) Installations of all central services and utilities except those that are part of a Unit as set forth in Section 5b;
- (j) All tangible personal property, all apparatus and all installations existing or intended for common use;
- (k) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owners for access to or use of Common Elements not including within the lands, if any, or for any other purpose;
- (l) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association;
- (m) All other elements now or hereafter existing on the premises, rationally of common use or necessary or convenient to the existence, management, maintenance and safety of the Condominium or normally in common use.

The right of any Unit Owner to the use of the General Common Elements shall be a right in common with all other Unit Owners, and shall be in accordance with reasonable purposes for which the General Common Elements are intended without encroachment upon the lawful rights of the other Unit Owners.

12. MAINTENANCE AND REPAIR OF THE GENERAL COMMON ELEMENTS:

- 1. The Association shall, in accordance with the By-Laws, maintain, repair, alter or replace the General Common Elements with the costs of same being assessed against all Unit Owners in the Condominium as a Common Expense.
- 2. Notwithstanding anything contained herein to the contrary, a Unit Owner causing damage by negligence, misuse, neglect or malicious conduct or otherwise to any part of another's Unit or any part on any General Common Elements, shall be individually liable for any such damage, including but not limited to the cost of any repairs to remedy such damage.

13. LIMITED COMMON ELEMENTS:

- I. The Limited Common Elements consist of the following:
 - (a) Basement
- II. Maintenance and Repair of the Limited Common Elements

1. The Association shall, in accordance with the By-Laws, maintain, repair, alter or replace the Limited Common Elements with the costs of the same being assessed against all Unit Owners in the Condominium as a Common Expense.
2. Notwithstanding anything contained herein to the contrary, a Unit Owner causing damage by negligence, misuse, neglect or malicious conduct or otherwise to any party or another's Unit or any part of any Limited Common Elements, shall be individually liable for any such damage, including but not limited to the cost of any repairs to remedy such damage.

14. THE ASSOCIATION AND THE BY-LAWS:

UNDERCLIFF HEIGHTS CONDOMINIUM ASSOCIATION, INC., is a New Jersey, organized or about to be organized under Title 15 of the Revised Statutes of the State of New Jersey, the ownership of which shall be comprised exclusively of the Unit Owners, (Including the Sponsor, as long as it is the owner of any Unit). The Association shall be responsible for the administration, operation and management of the Condominium, including, but not limited to the Common Elements and the conduct of all activities of common interest to the Unit Owners in accordance with the Condominium Act, the Certificate of Incorporation, this Master Deed, the By-Laws and the Rules and Regulations, including any amendments thereto. The Sponsor shall remain a Director of UNDERCLIFF HEIGHTS CONDOMINIUM ASSOCIATION, INC., after all Units are sold, but shall only exercise a voting right in the event that there is a deadlock between the Unit Owners.

15. EASEMENTS OF UNIT OWNERS:

Insofar as is consistent with the purposes, provisions and restrictions of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations, including any amendments thereto, each Unit Owner shall have the following perpetual easements;

- (a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace this Unit in its original position and in very subsequent position to which it changes by reason of the gradual forces of nature and the elements;
- (b) An exclusive easement for the existence and continuance of any encroachment by his/her Unit upon any adjoining Unit or upon any Common Elements now existing or which may come into existence hereafter as a result of construction, repair, (including repair or restoration after damage by fire or other casualty), shifting, settlement, movement of any portion of the buildings or a Unit or as a result of condemnation or eminent domain of the buildings, so that any such

encroachment may remain undisturbed so long as the buildings stand. In no event shall this provision be construed to grant an easement for any encroachment caused by the Unit Owner's negligence or intentional act;

- (c) A non-exclusive easement for ingress and egress to his/her Unit in, upon, under, over, across and through the Common Elements;
- (d) An exclusive easement to use and enjoy the surfaces of the main walls, (including, to the extent consists with the other provisions of this Master Deed, any windows, doors, chimneys, balconies, stoops or patios therein), ceilings and doors contained within his/her Unit;
- (e) A non-exclusive easement to use all pipes, wires, ducts, cables, conduits, public utility lines, cable and master antenna television wires, sanitary sewer lines located in any storage area, and other Common Elements located in any of the other Units, or elsewhere in the Condominium and serving his/her Unit; and
- (f) A non-exclusive easement in, over and through the Common Elements of the Condominium and to use the roads, walks, and common facilities within the Condominium.

16. EASEMENT OF THE SPONSOR:

Insofar as is consistent with the purposes, provisions and restrictions of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations, including any amendments thereto, the Sponsor and its successors and assigns shall have the following easements:

- (a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for as long as the Sponsor or its successors and assigns shall be engaged in the construction, development or sales of any improvements or Unit in the Condominium, which easement shall be for the purpose of construction, installation, maintenance and repair of any Units or Common Elements and for ingress and egress for the use of all roadways, parking areas and existing and future model Units for sales promotion and exhibition.

In addition, the Sponsor reserves for itself and its successors and assigns, the right to extend such easement, in its discretion, for a period of two years after the date of conveyance of the last Unit, for such purposes as it may deem reasonably necessary to complete construction or repairs to the Condominium or service any Unit thereof;

- (b) In addition, the Sponsor and its successors and assigns hereby reserve the irrevocable right to enter into, upon over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents or to make repairs or

such emergency purposes or pursuant to governmental order or requirement, provided a request for entry, (except in emergencies), is made in advance and such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time, or not.

17. OTHER EASEMENTS:

The Condominium shall also be subject to the following easements;

- (a) The Association shall have a perpetual exclusive easement for the existence and continuance of any encroachments by the Common Elements upon any Unit(s) or any other Common Elements not existing or which may come into existence hereafter as a result of construction, repair, (including repair or restoration after damage by fire or other casualty), shifting, settlement, movement or any portion of the buildings or a Common Element or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the buildings stand;
- (b) The Association shall have the perpetual exclusive easement for the maintenance, repair, alteration and replacement of all Common Elements, (except as to any Limited Common Elements, a Unit Owner has the obligation to maintain, repair or replace).
- (c) The Association shall have the perpetual and nonexclusive right of access to each Unit to inspect same for discovery or removal of violations of any provisions of this Master Deed, the By-Laws or Rules and Regulations, including any amendments thereto and to perform any operations required in connection with the maintenance, repair, alteration or replacement of the Common Elements or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements or any equipment, facilities or fixtures affecting or serving other Units(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time, or not; and
- (d) Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers a Unit shall have a blanket and non-exclusive easement during the term of such mortgage to enter the Condominium or any part thereof to inspect the condition of the Common elements or any Unit so encumbered. This right shall be exercised only during reasonable daylight hours and then whenever practicable, only after advance notice to and with permission of the Association; and

- (e) Such perpetual and non-exclusive easements in, upon, over, under, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all common sewer, water, power and telephone pipes, lines, mains, conduits, waters, poles, transformers, master television antennas or cable television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium, which easements shall be for the benefit of any governmental agency or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services; and
- (f) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress over, under, across and through the Common Elements to the Borough of Edgewater and to the Association, their respective officers, agents and employees, but NOT the public in general, and all police, fire and ambulance personnel in the proper performance of their respective duties, (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform) necessary for the repair, preservation or maintenance of the Common Elements or th health, safety or welfare of any person in the Condominium. Except in the event of emergencies, the rights accompanying the easements provided for in this sub-paragraph "f", shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Unit Owner(s) directly affected thereby.
- (g) A blanket, perpetual and non-exclusive easements in, upon over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or later the drainage and runoff patterns and systems within the Condominium.

18. DEED RESTRICTIONS:

This Condominium is created and established and the respective Units thereof shall be conveyed, together with the benefits of and subject to the restrictions (including the restrictions on resale of the Units, as described below), declarations, covenants, easements, agreements, rights, privileges, obligation and charges granted, created, reserved and imposed by this Master Deed, the Certificate of Incorporation of Condominium Association, its By-Laws, the Rules and Regulations and Exhibits attached thereto and any amendments thereto.

This Condominium is also subject to the following:

- (I) SUBJECT TO: The provisions of The Condominium Act and any amendments thereto;

- (II) SUBJECT TO: The covenants, grants, easements and restrictions of record, if any, Municipal, County, State and Federal Laws or regulations governing the use of the premises; and such facts as an accurate survey and inspection of the premises may disclose. This clause shall not be deemed to revive any covenants, grants, easements or restrictions, if any, that may have expired or may have been previously eliminated;
- (III) SUBJECT TO: The restriction on resale of the Unit as affordable housing to a person or persons who are, and at a price that is, approved by Sponsor in accordance with the Affordable Housing Plan, annexed hereto as part of Exhibit "E". The restriction on price shall be based on the original purchase price paid plus cost of living increases as set by the federal government or its agencies per year for each year of ownership.

19. COVENANTS RUNNING WITH THE LAND:

The provisions of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations, including any amendments thereto, and the rights and obligations established thereby, shall be deemed to be covenants running with and binding all of the land or Property included in the Condominium so long as such land or Property remains subject to the Condominium form the ownership and shall inure to the benefit of and be binding upon each and every Unit Owner, their respective successors, assigns, heirs, executors, administrators, personal representatives, grantees, mortgagees and all other claiming by, through, under or against them.

Such further covenants pertaining to the contained use of the Units as Affordable Housing are included with the Legal Description of the Property and are annexed hereto as Exhibit "A". These restrictions on resale without the Sponsor's explicit approval of the purchaser, the purchase price and any and all other conditions of resale, run with the land.

20. BLANKET MORTGAGES:

Notwithstanding any other provisions of the Condominium Act, pursuant to N.J.S.A. 46:8B-23, the entire Condominium Property or some or all of the Units included therein, (together with the undivided interests in the Common Elements and Limited Common elements appurtenant to such Units) may be subject to a single or blanket mortgage constituting a first lien thereon created by a recorded mortgage executed by all of the Owners of The Property or Units covered thereby; and any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto.

The instrument creating any such mortgage shall provide a method whereby any Unit Owner may obtain a release of His Unit, (together with the undivided interest in Common Elements and Limited Common Elements, if any appurtenant thereto), from the lien of such mortgage and a satisfaction and discharge in recordable form, upon payment to the holder of the mortgage a sum equal to the proportionate share attributable to his Unit of the then outstanding

balance of unpaid principal and accrued interest and any other charges then due and unpaid. Such proportionate share attributable to each Unit shall be proportion in which all Units then subject to the lien of th mortgage share among themselves in liability for Common Expenses as provided in this Master Deed or such other reasonable proportion as shall be specifically provided in the mortgage instruments.

21. SPONSOR'S OBLIGATION FOR COMMON EXPENSES:

Until the conveyance of Title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. Following the first Conveyance, the Unit Owner(s) to whom title has been conveyed, shall be responsible for their proportionate share of all Common expenses in accordance with the Proportionate Undivided Percentage Interest set forth in Section 7 hereof, an din accord with the procedure for determination of Common Expenses set forth in the By-Laws, including any amendments thereto. Remaining obligations of the Sponsor of Common Expenses, if any, shall be fulfilled in accordance with the By-Laws and this Master Deed.

The Sponsor shall be responsible to pay the Common expenses for any unsold Unit for which a certificate of occupancy has been issued.

22. DAMAGE, DESTRUCTION OR CONDEMNATION:

If any building, improvement or Common Element or any part there of is damaged or destroyed by fire, casualty, eminent domain or condemnation, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with the Condominium Act, (specifically N.J.S.A. 46:8B-24 and 25).

In the event the Association determines not to repair or restore the damaged property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his/her Unit and/or share of the Common Elements are thereby assigned and shall be paid to the institutional holder of a first mortgage lien on said Unit for application to the sums secured by said mortgage, with the excess, if any, paid to the Unit Owners.

23. INSURANCE:

The Association shall obtain and continue in effect, such insurance coverage as set forth in the By-Laws, including any amendments thereto.

24. RULE AGAINST PERPETUITIES:

If any provisions of this Master Deed, the Certificate of Incorporation, the By-Laws or

the Rules and Regulations, including any amendments thereto, shall be interpreted to constitute a violation of the Rule Against Perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York plus twenty-one years thereafter.

25. TERMINATION OF CONDOMINIUM:

The Condominium Property may be removed pursuant to N.J.S.A. 46:8B-26 from the provisions of the Condominium Act by a Deed of Revocation, executed by all Unit Owners and all directors of the Association or the sole owner of the Property and the holders of all mortgages or other liens affecting all Units, and such Deed, when duly recorded in the same office as this Master Deed, shall have the effect set forth in N.J.S.A. 46:8b-27 and 28.

26. AMENDMENTS TO MASTER DEED AND OTHER CONDOMINIUM: DOCUMENTS; POWER OF ATTORNEY:

- (a) The authority to create such additional document or to make any modifications, changes, additions, alterations or supplementation, (collectively referred to as "amendments"), to this Master Deed, the Certificate of Incorporation, (to the extent permissible by its terms), the By-Laws, or the Rules and Regulations, as same may from time to time be required by any bank, mortgage banker or other institutional lender providing mortgage loans or any part or more of the subject Property; or by any governmental body or agency having regulatory jurisdiction over the Condominium; or by any title insurance company; or necessary to correct any inaccuracies, invalidities, errors, oversights or omissions; or to update or clarify; or to set forth changes in the size or location of any improvements, (provided such changes or improvements are not substantial and do not materially interfere with the beneficial use and enjoyment of the Unit(s), shall be reserved exclusively in the Sponsor for itself, its successors and assigns for five (5) years from the date hereof, or until both of the Units in The Condominium have been conveyed, whichever event occurs first. The Sponsor, its successors or assigns may, however, in their sole discretion, at any time, relinquish such amendment authority to the Association.
- (b) Notwithstanding the provisions of sub-paragraph (a) above, said right of the Sponsor to make such amendments, without the consent of any contract purchasers, Unit Owners, mortgagees or other lien holders or any other person having an interest in The Condominium, shall not extend to amendments affecting a material physical modification of a Unit already conveyed, or a modification of the Proportionate Undivided Percentage Interest of a Unit already conveyed, as said amendments shall require the prior written consent of the Unit Owner and his/her mortgagee, (which consent shall not be unreasonably withheld). Nor shall the Sponsor make any such amendments that adversely affect the priority or validity of any purchase money liens or any Unit conveyed hereunder, without the

prior written consent of the mortgagee or any institutional holder of a first mortgage.

- (c) By acceptance of a Unit Deed or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner or occupant, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm the Sponsor, its successor and assigns as attorney-in-fact for the purpose of executing any amendments aforementioned in sub-paragraph (a).

The aforesaid Power of Attorney is expressly declared and acknowledged to be coupled with an interest and the same shall run with the Title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing Parties, further, said Power of Attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers.

- (d) Neither the Sponsor nor the Association shall have the ability to amend the Master Deed with respect to the restrictions placed on the resale of the Units, or the resale price or in any other manner which would affect the availability of those Units as affordable housing. No amendment shall be made to paragraph 8 of this Master Deed.
- (e) Except as otherwise set forth in sub-paragraph (a) above, this Master Deed shall be amended only by the unanimous vote of all Unit Owners and directors of the Association, cast in person or by proxy, at a meeting of the Unit Owners duly held in accordance with the By-Laws, provided, however, that any amendments that adversely affect the priority or validity of any first mortgage liens on any Unit conveyed hereunder, shall require the prior written consent of such mortgagees.
- (f) Notwithstanding anything contained herein to the contrary, no amendment to this Master Deed shall be effective until recorded in the Office of the Clerk of Bergen County.

27. WAIVER:

No provision contained in this Master Deed, the Certificate of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

28. CAPTIONS:

The captions herein are inserted only as a matter of convenience and for reference, and in

no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

29. GENDER/PLURALITY:

The use of the masculine gender in this Master Deed, the Article of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

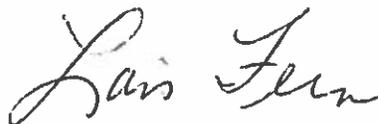
30. INVALIDITY/SEVERABILITY:

The invalidity of any provisions of this Master Deed, the Certificate of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the same, and in such event, all of the other provisions of such documents shall continue in full force and effect as such invalid provisions had never been included therein.

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of th date at the top of the first page. Its corporate seal is affixed.

IN WITNESS WHEREOF, the Sponsor has hereunto set its hand the day and year first above written.

Attested by:
AFFORDABLE HOUSING OF
METROPOLITAN EDGEWATER, INC.



By: LOIS FEIN, PRESIDENT

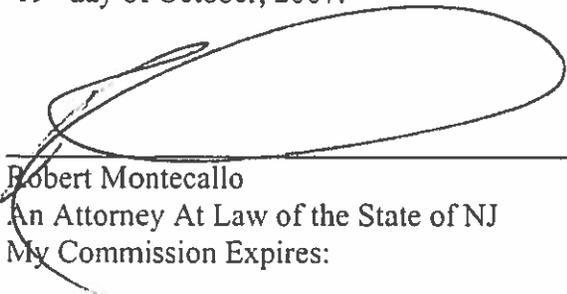
STATE OF NEW JERSEY, COUNTY OF BERGEN

SS:

I CERTIFY that on 19th of October, 2007 *by LOIS FEIN*
personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the President of AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC. the corporation named in this Deed;
- (b) this Deed was signed and delivered by the corporation as its voluntary act dully authorized by a proper resolution of its Board of Directors;
- (c) this person signed this proof to attest to the truth of these facts: and
- (d) the full and actual consideration paid or to be paid for the transfer of title is \$
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on this
19th day of October, 2007.



Robert Montecallo
An Attorney At Law of the State of NJ
My Commission Expires:

RECORD AND RETURN TO:

BIAGIOTTI, MARINO & MONTECALLO, P.C.
190 Moore Street
Hackensack, New Jersey 07601
Attn: Robert Montecallo, Esq.

Exhibit “A”

**SCHEDULE A
LEGAL DESCRIPTION**

File No.: S-57181

Policy No.: 1312-378549

ALL that certain tract, lot and parcel of land lying and being in the Borough of Edgewater, County of Bergen and State of New Jersey, being more particularly described as follows:

As to Parcel A:

As set forth in Deed Book 7925, Page 97:

BEGINNING at a point in the easterly line of Undercliff Avenue, which point is distant thereon 66.00 feet northerly from its intersection with the northerly line of Columbia Terrace South and from thence running: (a) South 52°00' East 102.62 feet to a point; thence (2) North 21°00' East 58.12 feet to a point; thence (3) North 69°00' West 98.97 feet to a point in the easterly line of Undercliff Avenue; thence (4) Along the same, South 21°00' West 35.05 feet to the point and place of BEGINNING.

Being more particularly described as follows in accordance with a survey made by G.B. Associates, Inc., dated February 8, 2005:

Beginning at a point in the easterly line of Undercliff Avenue, which point is distant thereon 66.00 feet northerly from its intersection with the northerly line of Columbia Terrace and from thence running

- (1) Along the said easterly line of Undercliff Avenue, North 21°00'00" East 35.05 feet to a point; thence*
- (2) South 69°59'23" East 100.39 feet to a point; thence*
- (3) South 21°00'00" West 58.12 feet to a point; thence*
- (4) North 57°00'00" West 102.62 feet to a point in the said easterly line of Undercliff Avenue, being the point and place of beginning.*

As to Parcel B:

WHICH on a certain map entitled "Map of property belonging to Dr. Charles F. McKenna, situated in the Borough of Edgewater, Bergen County, New Jersey, 1899" surveyed by Earl and Harrison, Civil Engineers and Surveyors, Jersey City, New Jersey, filed in the Clerk's Office in Bergen County, NJ, October 10, 1899, is known and distinguished as Lots #7 and part of Lots #6 and 5 in Block "B". being more particularly described as follows:

- (1) Easterly at right angles to Undercliff Avenue, 98 feet 47/100 of a foot, more or less, to the middle line of said block; thence*
- (2) In a northeasterly direction, along the middle line of said block, 29.88 feet to the northeasterly corner of Lot #7 as shown on said map; thence*
- (3) In a northwesterly direction, along the dividing line between Lots 7,8 as shown on said map and parallel with Columbia Terrace South 102.62 feet; thence*
- (4) In a southwesterly direction along the easterly side of Undercliff Avenue, 52.95 feet; thence to the point or place of BEGINNING.*

Being more particularly described as follows in accordance with a survey made by G.B. Associates, Inc., dated February 8, 2005:

Beginning at a point in the easterly line of Undercliff Avenue, which point is distant thereon 101.05 feet northerly from its intersection with the northerly line of Columbia Terrace, and from thence running

- (1) Along the said easterly line of Undercliff Avenue, North 21°00'00" East 52.95 feet to a point; thence*

SCHEDULE A
LEGAL DESCRIPTION
Continued

File No.: S-57181

Policy No.: 1312-378549

- (2) South 57°00'00" East 102.62 feet to a point; thence*
- (3) South 21°00'00" West 29.88 feet to a point; thence*
- (4) North 69°59'23" West 100.39 feet to a point in the said easterly line of Undercliff Avenue, being the point and place of beginning.*

For Information Only:

The land referred to in this Commitment is commonly known Lot(s) 4,6 Block 50 on the Tax Map of the Borough of Edgewater, in the County of Bergen, also known as 435 Undercliff Avenue and on the Tax Map of the Borough of Edgewater, in the County of Bergen, also known as 437-439 Undercliff Avenue

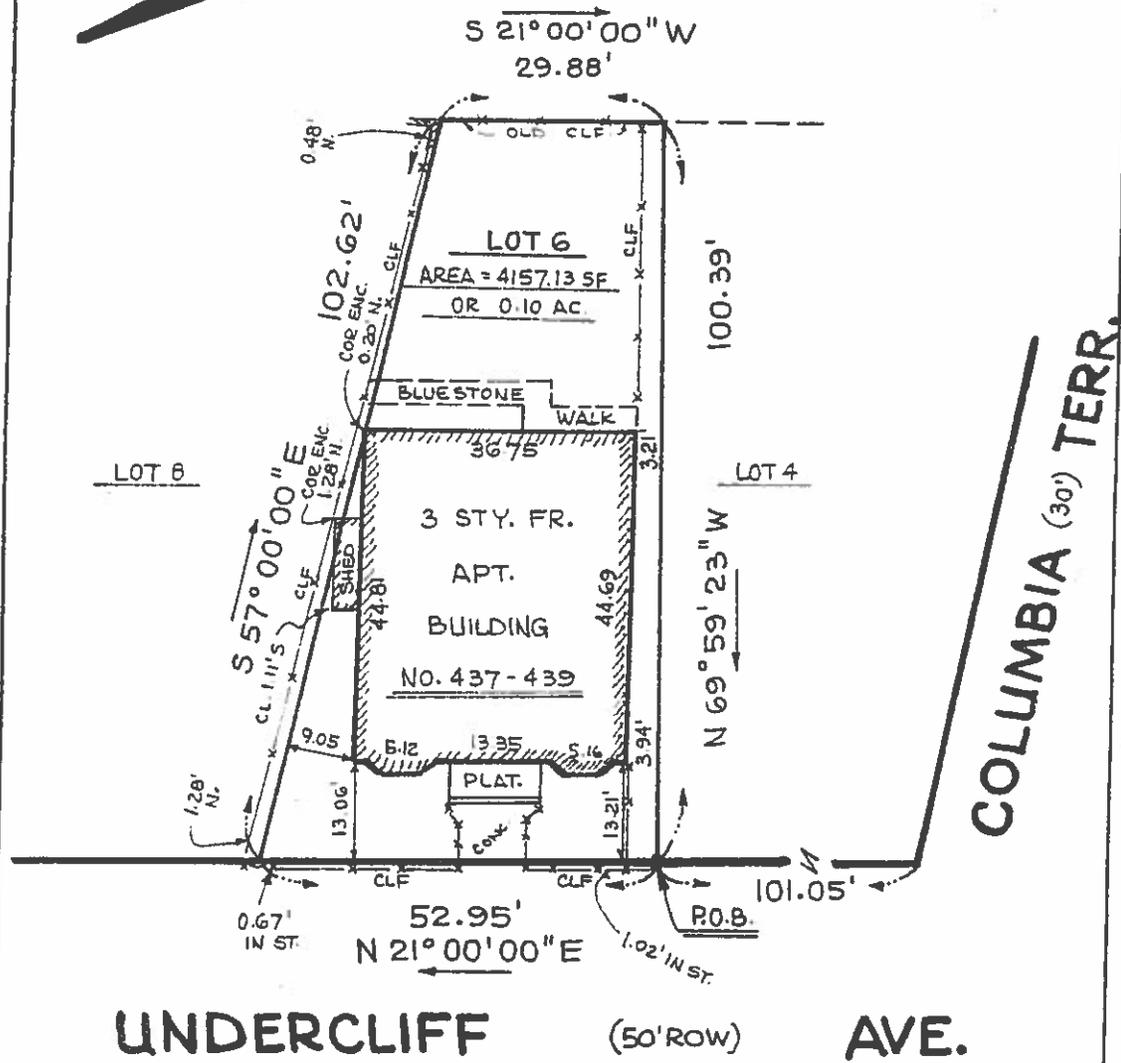
Exhibit “B”

THIS CERTIFICATION IS MADE ONLY TO HEREON NAMED PARTIES FOR PURCHASE OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY ABOVE NAMED PURCHASER NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING BUT NOT LIMITED TO USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION EITHER DIRECTLY OR INDIRECTLY

THIS MAP OR ANY PART THEREOF NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF G.B. ASSOCIATES, INC. AND/OR OWNERS COPYRIGHT

SNOW COVER 2/3/05

FILED MAP 843



A WRITTEN WAIVER AND DIRECTION NOT TO SET CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USFR PURSUANT TO N.J.A.C. 17:40 & 17:41

THIS IS A BUILDING LOCATION SURVEY MADE FOR THIS PURPOSE ONLY NO CORNER STAKES HAVE BEEN REQUESTED OR SET ALTHOUGH ABSOLUTE OFFSET DIMENSIONS ARE NOT TO BE USED FOR PERMANENT CONSTRUCTION

MAP OF PROPERTY OF AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC

BOROUGH OF EDGEWATER

BERGEN COUNTY, NEW JERSEY

SURVEY CERTIFIED TO AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC. BRIDGEVIEW ABSTRACT, INC.; BRIDGEVIEW TITLE INSURANCE COMPANY

SCALE: 1" = 20'-0" DATE: FEB. 8, 2005

PAUL MARINO, ESQ.; MARINERS

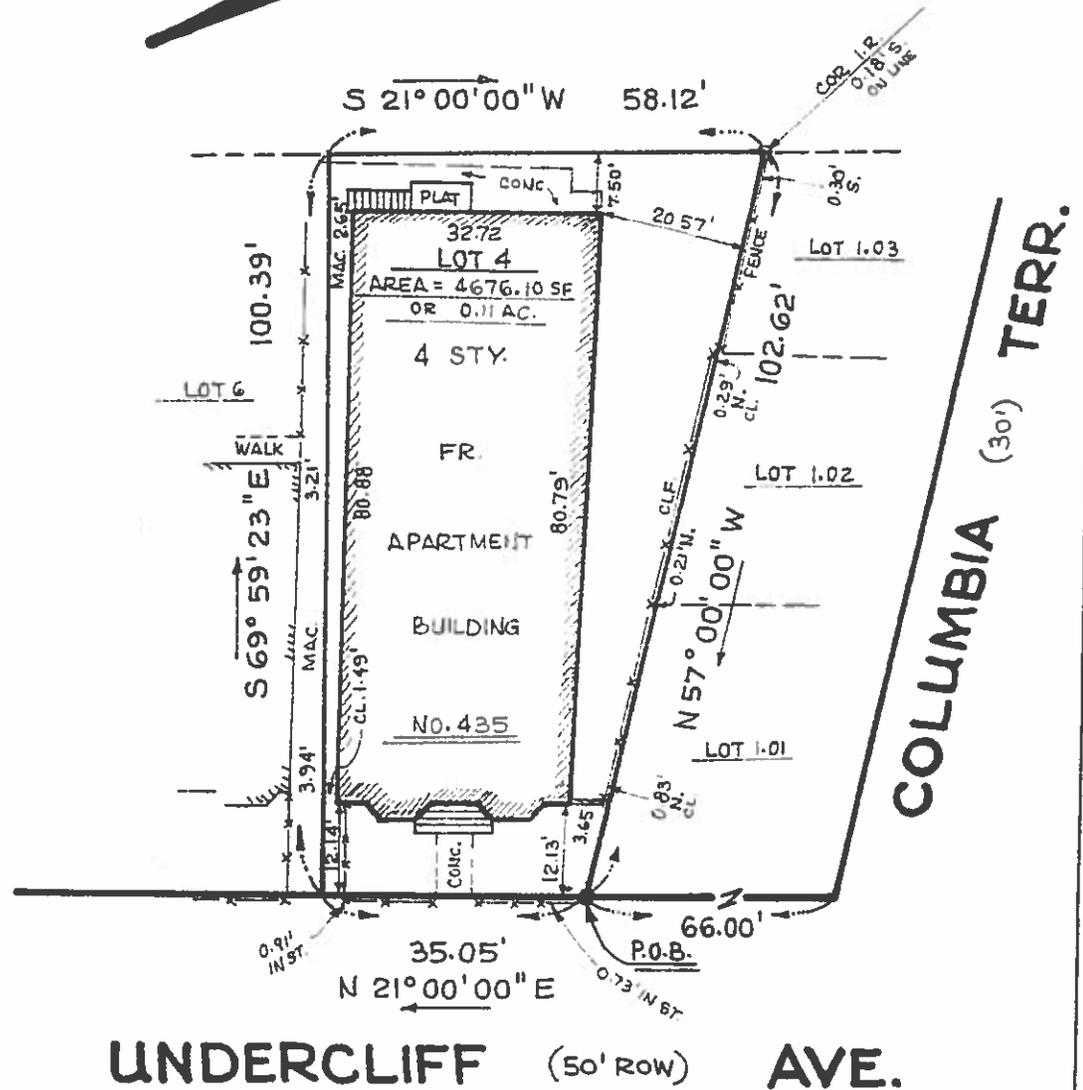
BK 01

THIS CERTIFICATION IS MADE ONLY TO HEREIN NAMED PARTIES FOR PURCHASE OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY ABOVE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

THIS MAP OR ANY PART THEREOF NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF G.B. ASSOCIATES, INC. AND/OR OWNERS' COPYRIGHT.

SNOW COVER 2/3/05

FILED MAP 843



A WRITTEN WARNER AND DIRECTION NOT TO SET CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO N.J.A.C. 13:40.5.1(d)

THIS IS A BUILDING LOCATION SURVEY MADE FOR TITLE PURPOSES ONLY. NO CORNER STAKES HAVE BEEN REQUESTED OR SET ALTHOUGH ABSOLUTE OFFSET DIMENSIONS ARE NOT TO BE USED FOR PERMANENT CONSTRUCTION.

MAP OF PROPERTY OF AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC.

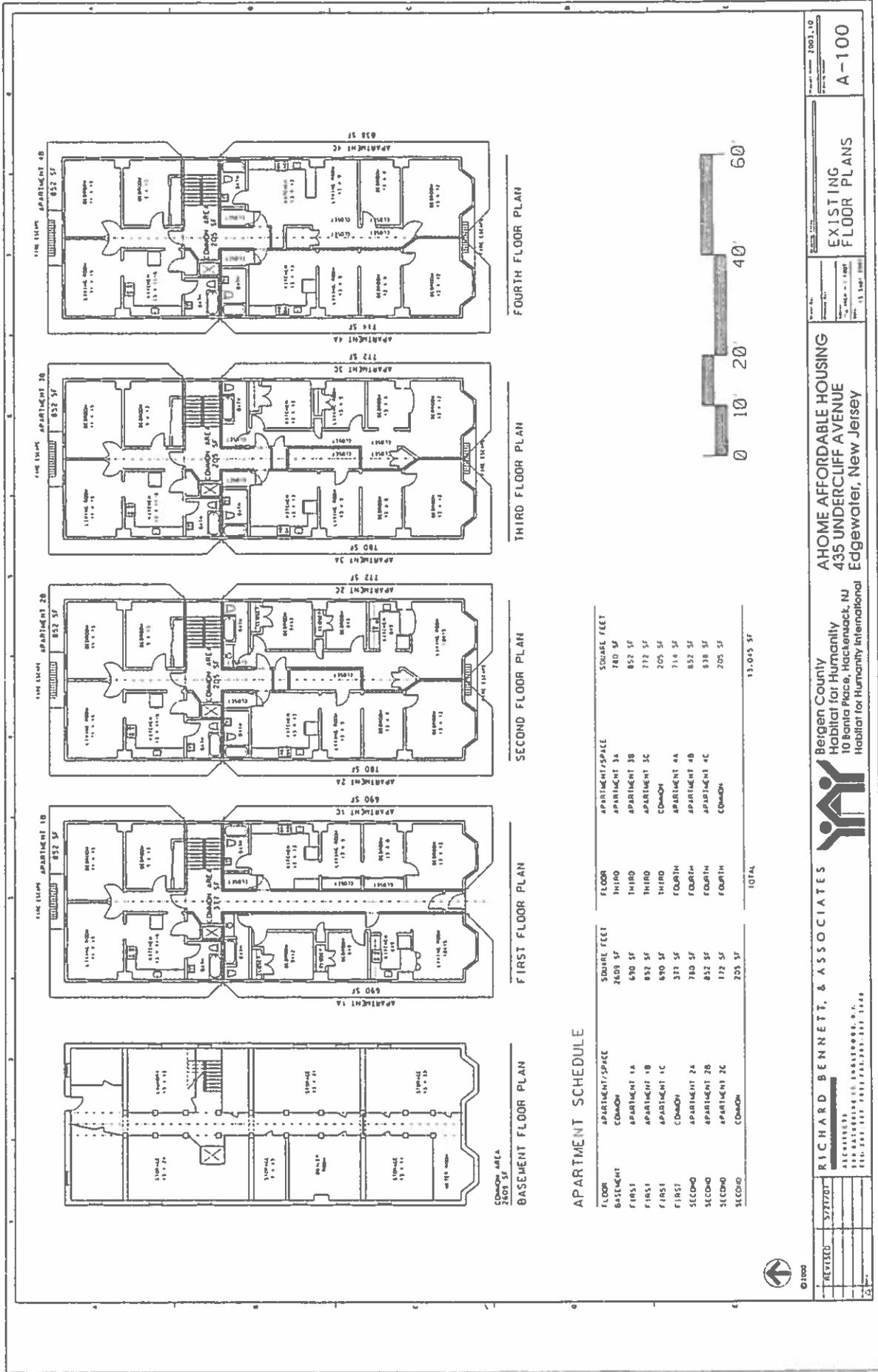
BOROUGH OF EDGEWATER BERGEN COUNTY, NEW JERSEY

SURVEY CERTIFIED TO AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC.; BRIDGEVIEW ABSTRACT, INC., CHICAGO TITLE INSURANCE COMPANY; PAUL MARINO, ESQ., MARINER'S

SCALE: 1" = 20'-0" DATE: FEB. 8, 2005

LMR

Exhibit “C”



BASEMENT FLOOR PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

THIRD FLOOR PLAN

FOURTH FLOOR PLAN

APARTMENT SCHEDULE

FLOOR	APARTMENT/SPACE	SQUARE FEET	FLOOR	APARTMENT/SPACE	SQUARE FEET
BASEMENT	COMMON	2603 SF	THIRD	APARTMENT 3A	780 SF
FIRST	APARTMENT 1A	690 SF	THIRD	APARTMENT 3B	852 SF
FIRST	APARTMENT 1B	832 SF	THIRD	APARTMENT 3C	772 SF
FIRST	APARTMENT 1C	690 SF	THIRD	COMMON	205 SF
FIRST	COMMON	312 SF	FOURTH	APARTMENT 4A	714 SF
SECOND	APARTMENT 2A	780 SF	FOURTH	APARTMENT 4B	852 SF
SECOND	APARTMENT 2B	852 SF	FOURTH	APARTMENT 4C	838 SF
SECOND	APARTMENT 2C	772 SF	FOURTH	COMMON	205 SF
SECOND	COMMON	205 SF	TOTAL		33,045 SF



Project No. 2003.1.10
EXISTING FLOOR PLANS
 A-100

HOME AFFORDABLE HOUSING
435 UNDERCLIFF AVENUE
 Edgewater, New Jersey

Bergen County
 Habitat for Humanity
 10 Banta Place, Hackensack, NJ
 Habitat for Humanity International

RICHARD BENNETT, & ASSOCIATES

ARCHITECTS
 100 BALDWIN STREET, SUITE 200
 EDgewater, NJ 07020

DATE: 11.14.03
 DRAWING NO.: 1003.1.10.01

REVIEWED: 5/17/10
 DATE: 5/17/10

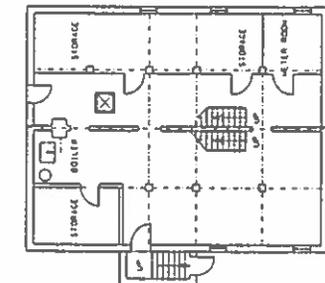


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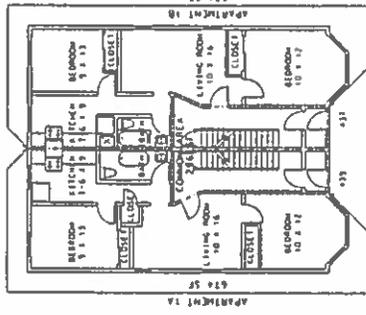
Source: apartmentplans.com, as modified by 5/17/10 of RBT/TH

APARTMENT SCHEDULE

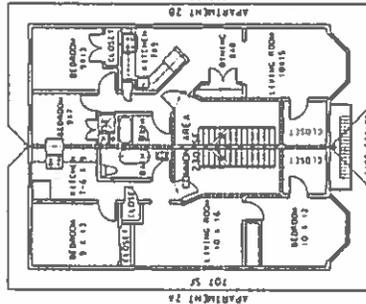
FLOOR	APARTMENT/SPACE	SOURCE FEET
BASEMENT	COMMON	1620 SF
FIRST	APARTMENT 1A	674 SF
FIRST	APARTMENT 1B	674 SF
FIRST	COMMON	256 SF
SECOND	APARTMENT 2A	707 SF
SECOND	APARTMENT 2B	107 SF
SECOND	COMMON	230 SF
THIRD	APARTMENT 3A	734 SF
THIRD	APARTMENT 3B	734 SF
THIRD	COMMON	182 SF
TOTAL		6,537 SF



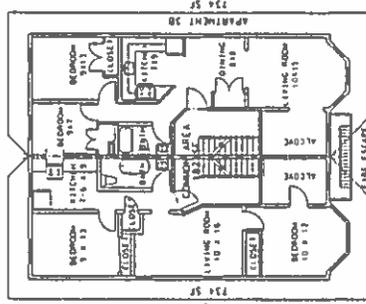
COMMON AREA
1620 SF
BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

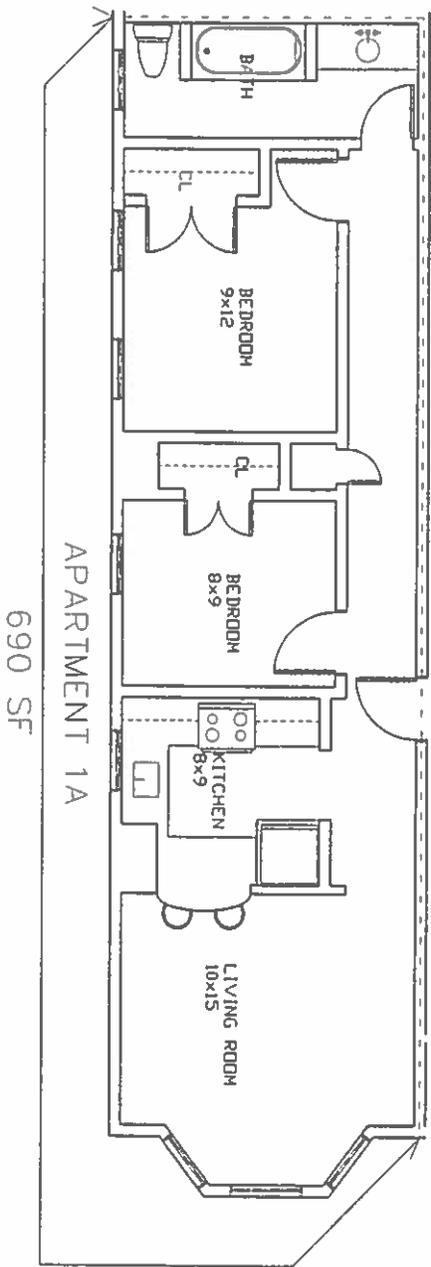


BONANOMI & BENNETT
 ARCHITECTS
 1101 101-107 11702 114,101 101 101 101
 1101 101-107 11702 114,101 101 101 101

AHOME AFFORDABLE HOUSING
 437-439 UNDERCLIFF AVENUE
 Edgewater, New Jersey

EXISTING
 FLOOR PLANS
 A-100

DATE: 11/11/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]



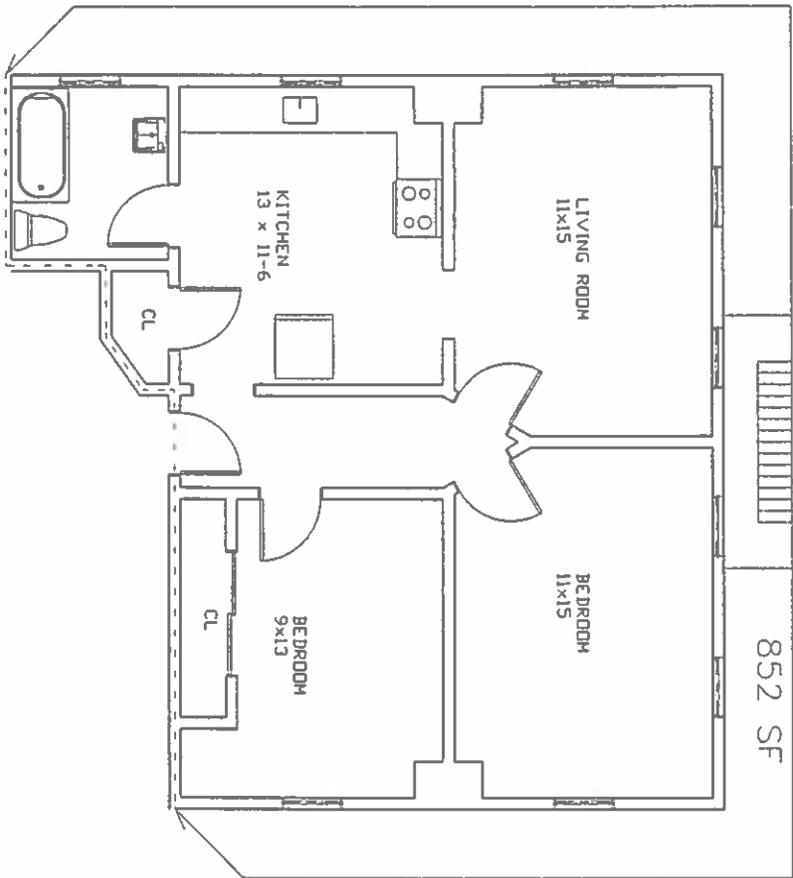
BONANOMI & BENNETT
 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

Date	Issue
03/08/96	ADDENDUM
03/07/96	ADDENDUM

Drawing Title
 435 Undercliff Ave.
 Edgewater, NJ
 Apt 1A

Project Number 50039
 Drawing Number

FIRE ESCAPE
APARTMENT 1B



BONANOMI & BENNETT
ARCHITECTS
45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

Symbol	Date	Issue
△	03/08/96	ADDENDUM
△	03/07/95	ADDENDUM
△		Issue

Drawing Title

435 Undercliff Ave.
Edgewater, NJ
Apt 1B

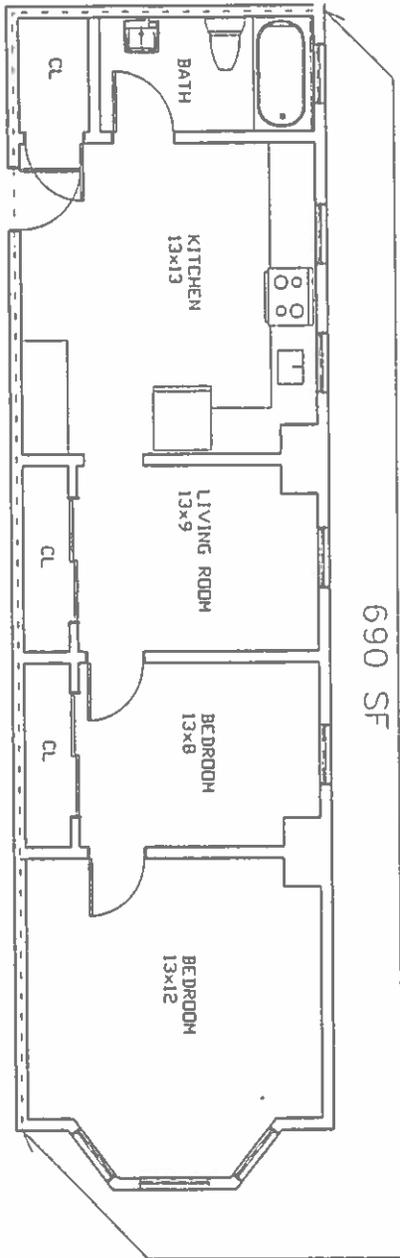
Project Number

50039

Drawing Number

APARTMENT 1C

690 SF



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 ENGLEWOOD, NEW JERSEY
 201-567-7092

Issue	Date	Description
ADDENDUM	03/07/96	ADDENDUM
ADDENDUM	03/08/96	ADDENDUM

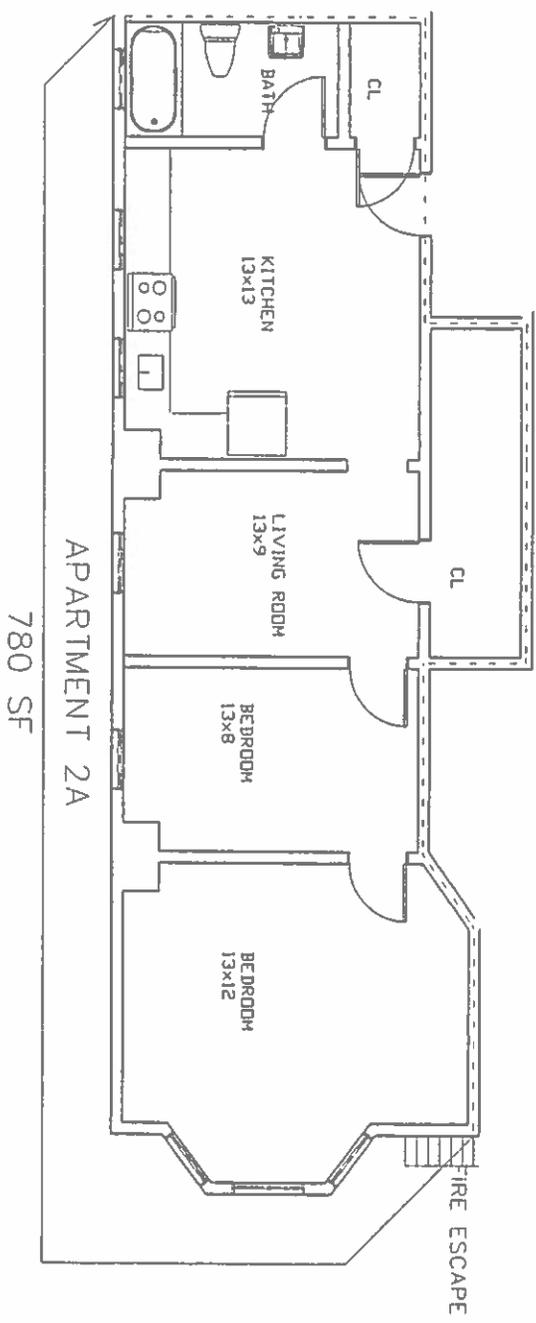
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Project Number

610039

Drawing Number



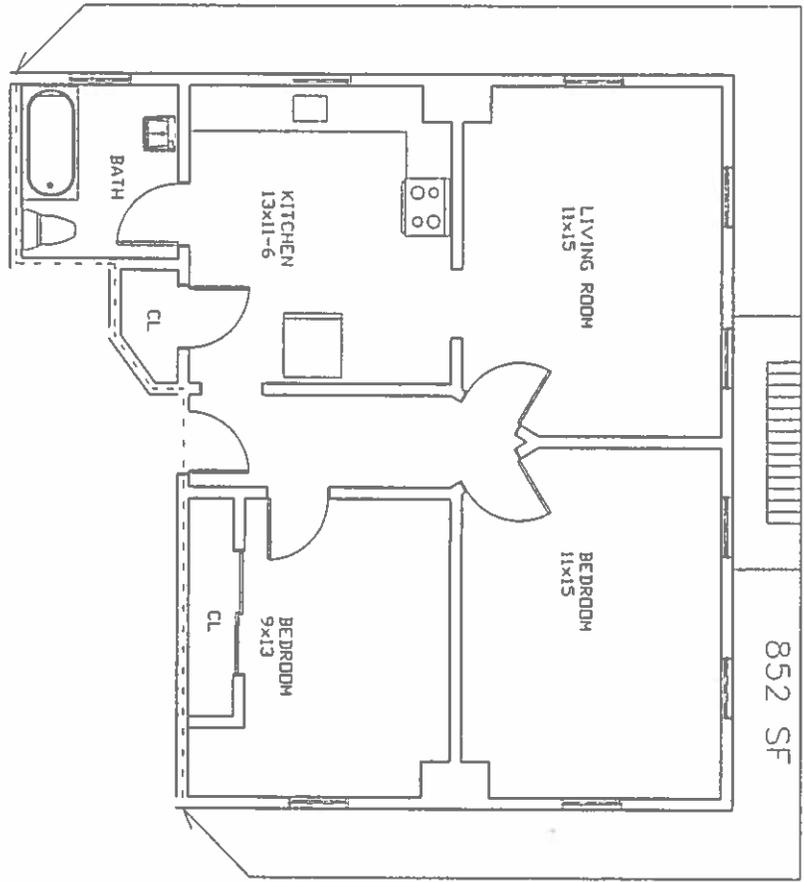
BONANOMI & BENNETT
ARCHITECTS
45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

△	Date	Issue
△	03/08/96	ADDENDUM
△	03/07/96	ADDENDUM

Drawing Title
435 Undercliff Ave.
Edgewater, NJ
Apt 2A

Project Number 60019
Drawing Number

FIRE ESCAPE
APARTMENT 2B



BONANOMI & BENNETT
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45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

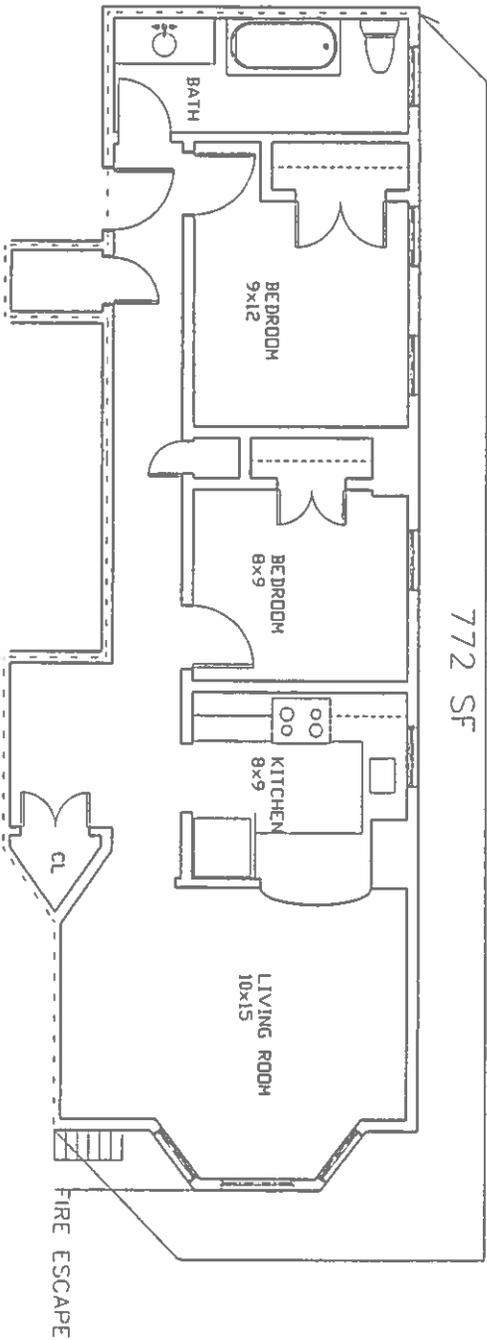
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△	03/08/96	APPENDUM
△	03/07/95	APPENDUM
△		Issue

Drawing Title
435 Undercliff Ave.
Edgewater, NJ
Apt 2B

Project Number 60039
Drawing Number

APARTMENT 2C

772 SF



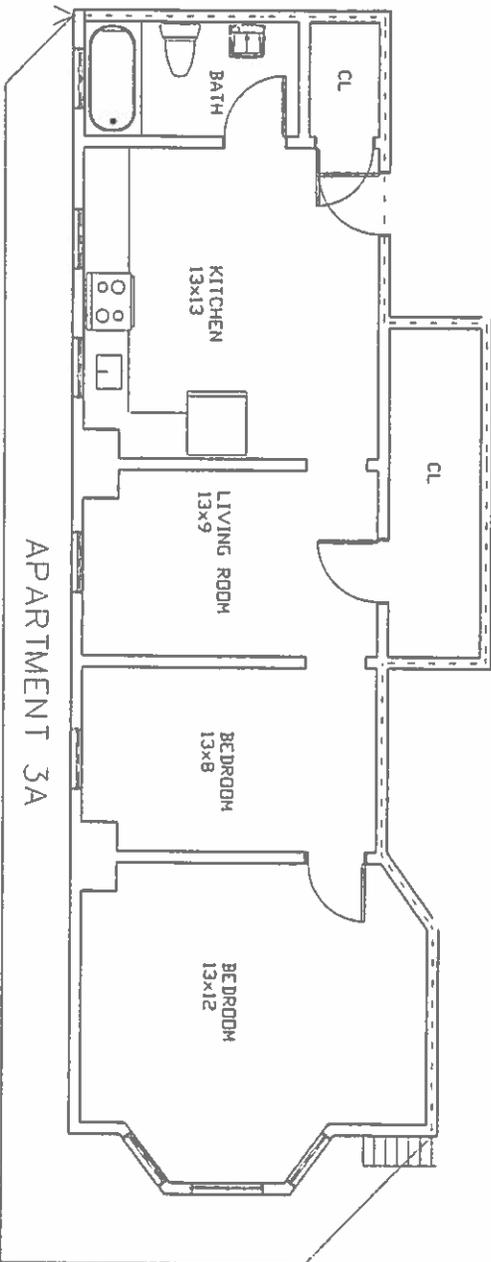
BONANOMI & BENNETT
 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

Date	Issue
03/08/95	ADDENDUM
03/07/96	ADDENDUM

Drawing Title
 435 Undercliff Ave.
 Edgewater, NJ
 Apt 2C

Project Number
 60039

Drawing Number



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201-567-7092

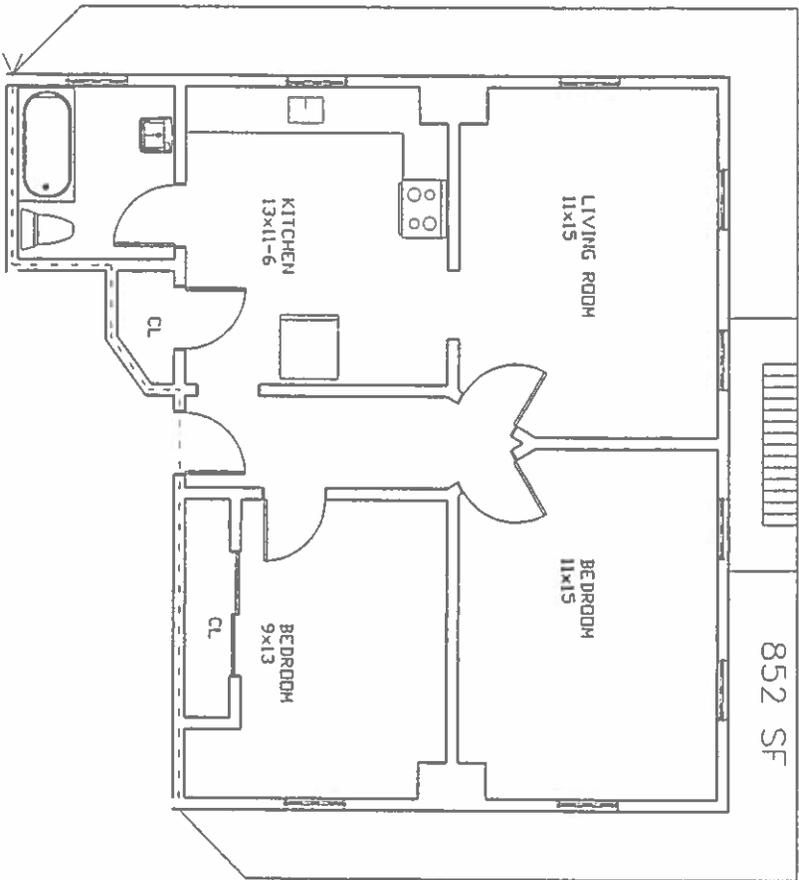
Issue	Date
ADDENDUM	03/08/96
ADDENDUM	03/07/96

Drawing Title
435 Undercliff Ave.
Edgewater, NJ
Apt 3A

Project Number
60039

Drawing Number

FIRE ESCAPE
APARTMENT 3B



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45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

△	Date	Issue
△	03/08/96	ADDENDUM
△	03/07/96	ADDENDUM

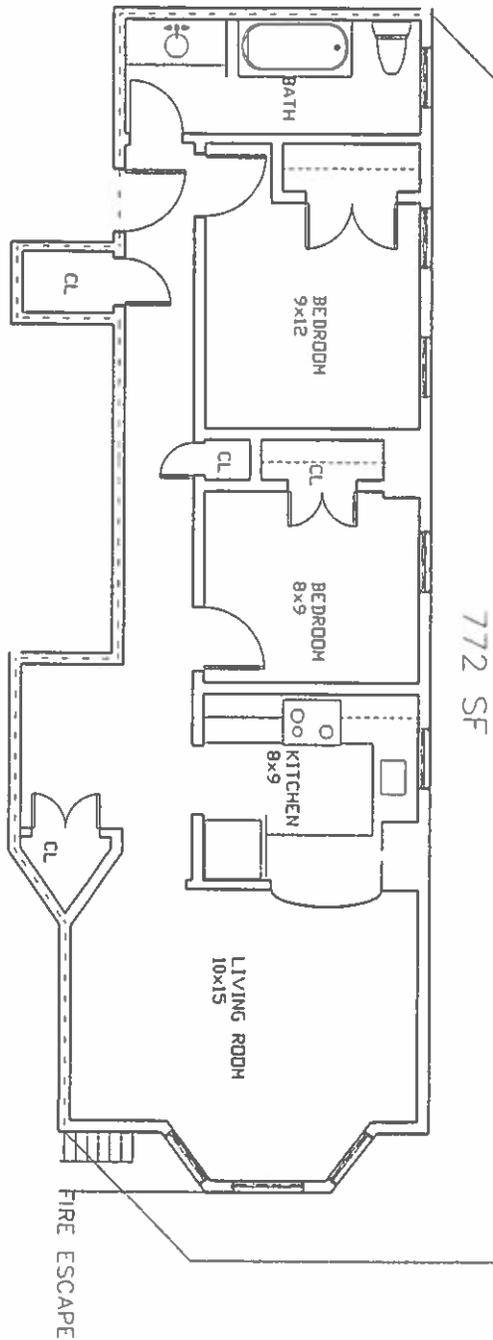
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Edgewater, NJ
Apt 3B

Project Number
60039

Drawing Number

APARTMENT 3C

772 SF

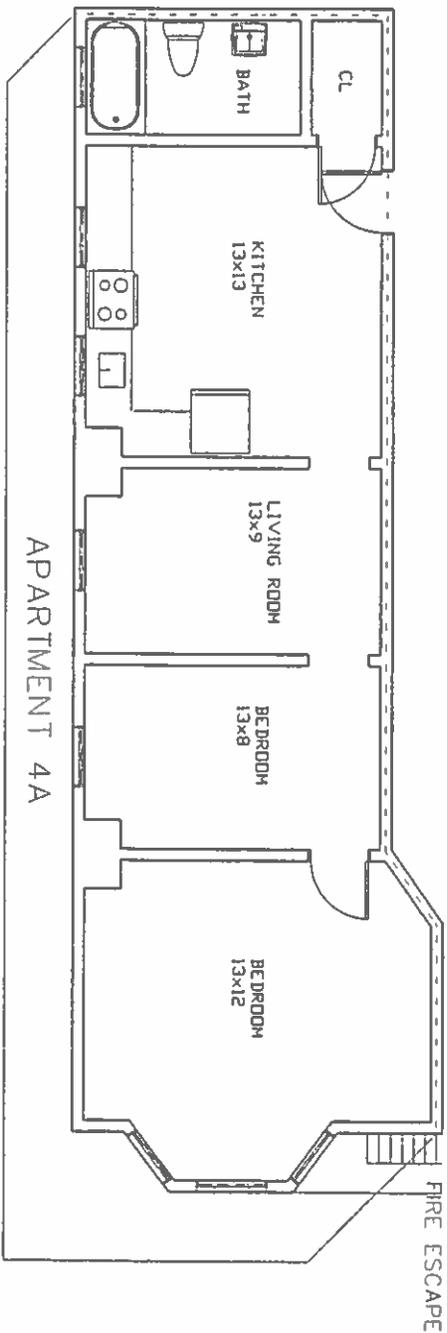


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 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

Issue	Date	ADDENDUM
ADDENDUM	03/08/96	
ADDENDUM	03/07/96	

Drawing Title
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 Edgewater, NJ
 Apt 3C

Project Number 60039
 Drawing Number

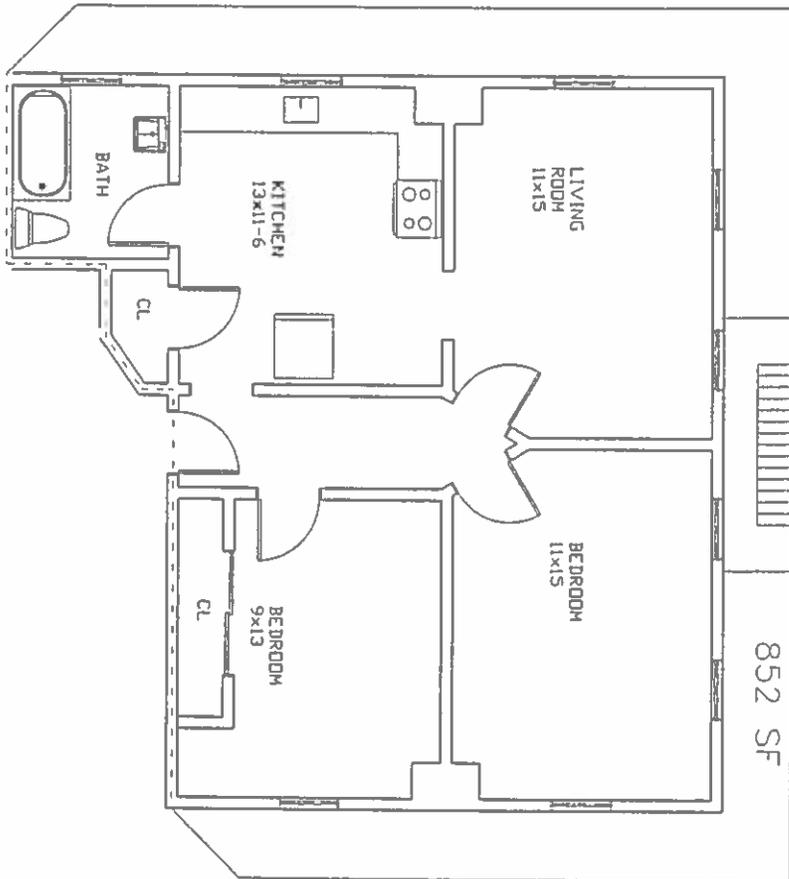


APARTMENT 4A
714 SF

BONANOMI & BENNETT
ARCHITECTS
45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

△	03/08/96	ADDENDUM			
△	03/07/96	ADDENDUM			
△	Date	Issue			
Drawing Title			Project Number		
435 Undercliff Ave. Edgewater, NJ Apt 4A			69039		
Drawing Number			Drawing Number		

FIRE ESCAPE
 APARTMENT 4B



BONANOMI & BENNETT
 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

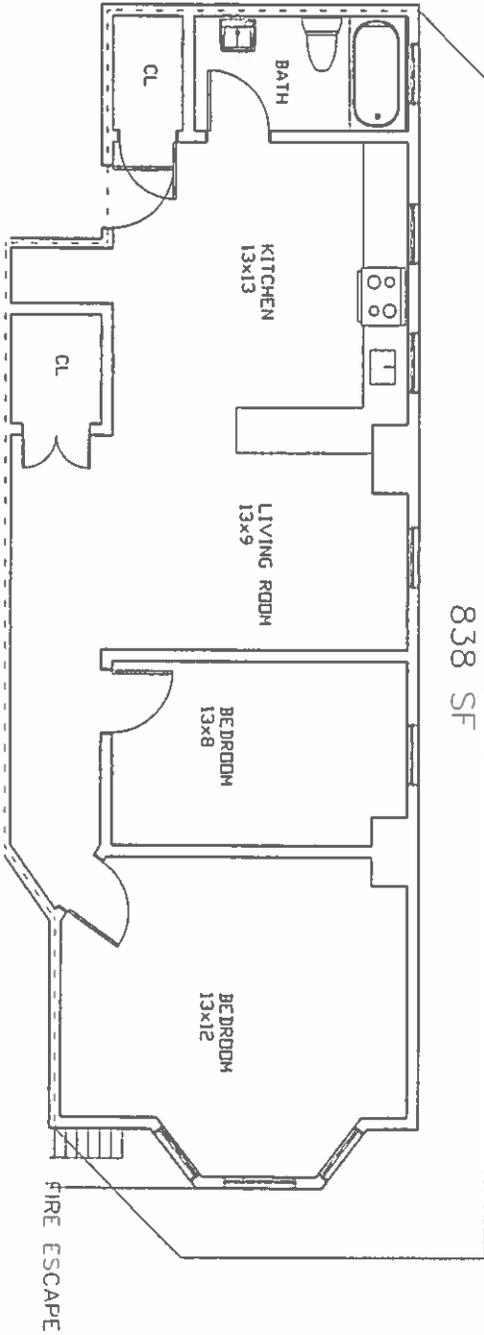
Date	Issue
03/08/96	ADDENDUM
03/07/96	ADDENDUM

Drawing Title
 435 Undercliff Ave.
 Edgewater, NJ
 Apt 4B

Project Number 60039
 Drawing Number

APARTMENT 4C

838 SF

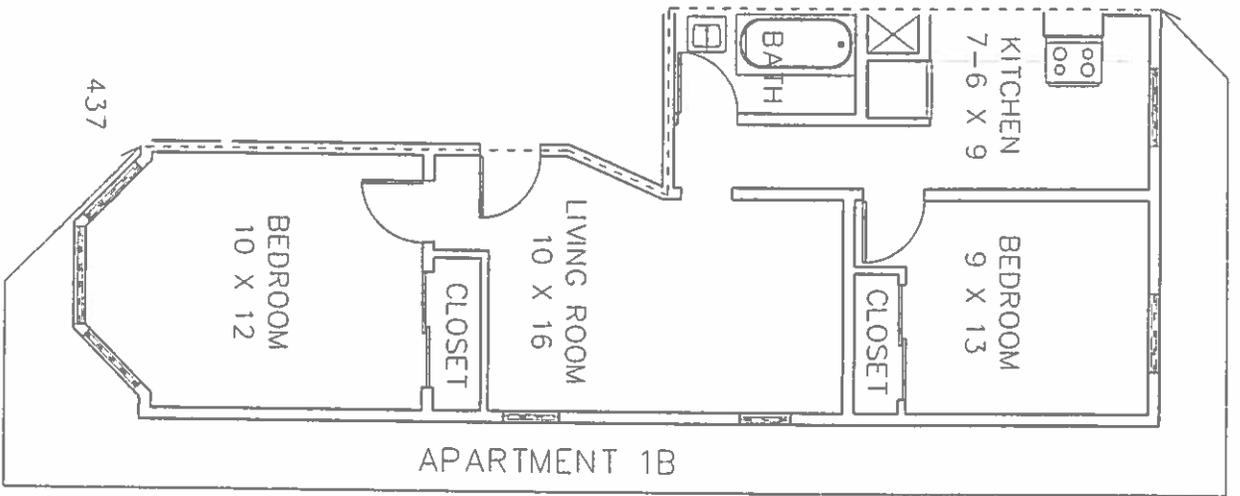


BONANOMI & BENNETT
 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

Date	Issue
03/08/96	ADDENDUM
03/07/96	ADDENDUM

Drawing Title
 435 Undercliff Ave.
 Edgewater, NJ
 Apt 4C

Project Number 60039
 Drawing Number



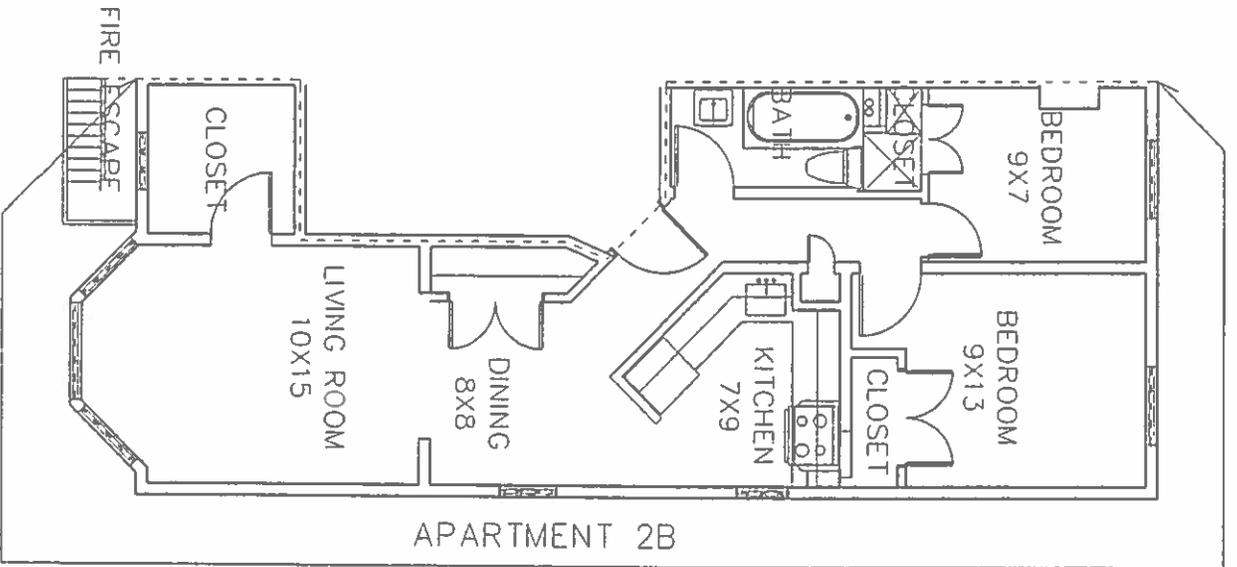
APARTMENT 1B
674 SF

BONANOMI & BENNETT
ARCHITECTS
45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

△	03/08/96	ADDENDUM
△	03/07/96	ADDENDUM
△	Date	Issue

Drawing Title
437 Undercliff Ave.
Ap 1B

Project Number
60039



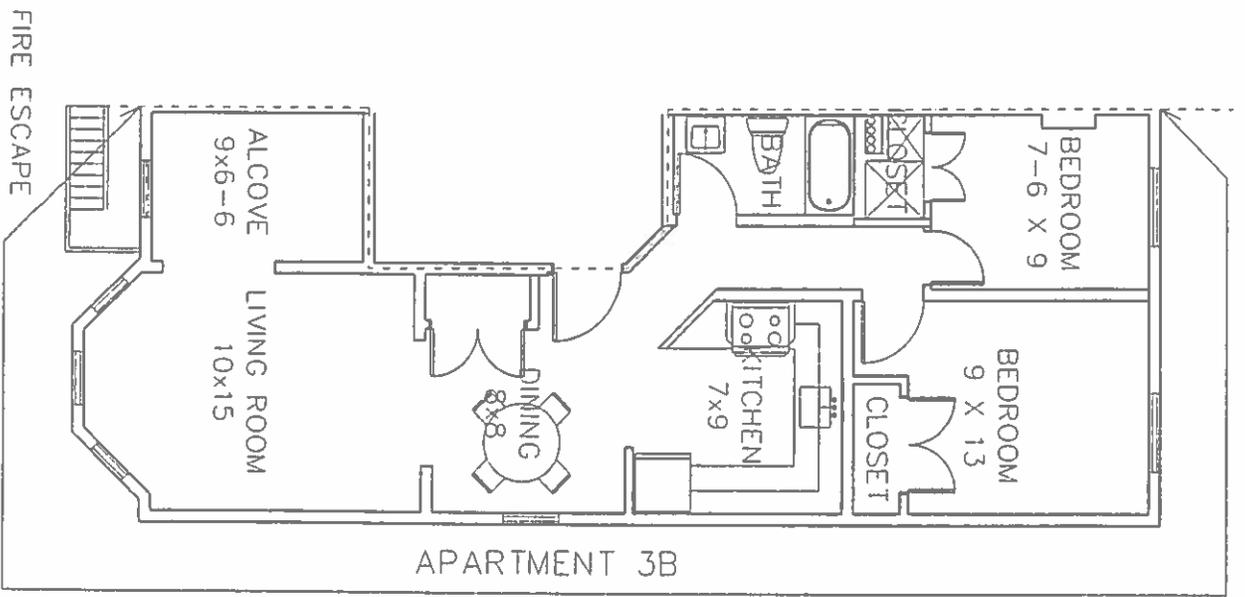
APARTMENT 2B
707 SF

BONANOMI & BENNETT
ARCHITECTS
45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

△	Date	Issue
△	03/08/96	ADDENDUM
△	03/07/96	ADDENDUM

Drawing Title
437 Undercliff Ave.
Edgewater, NJ
Apt 2B

Project Number
60039
Drawing Number



APARTMENT 3B
740 SF

BONANOMI & BENNETT
ARCHITECTS
45 NORTH DEAN STREET
ENGLEWOOD, NEW JERSEY
201-567-7092

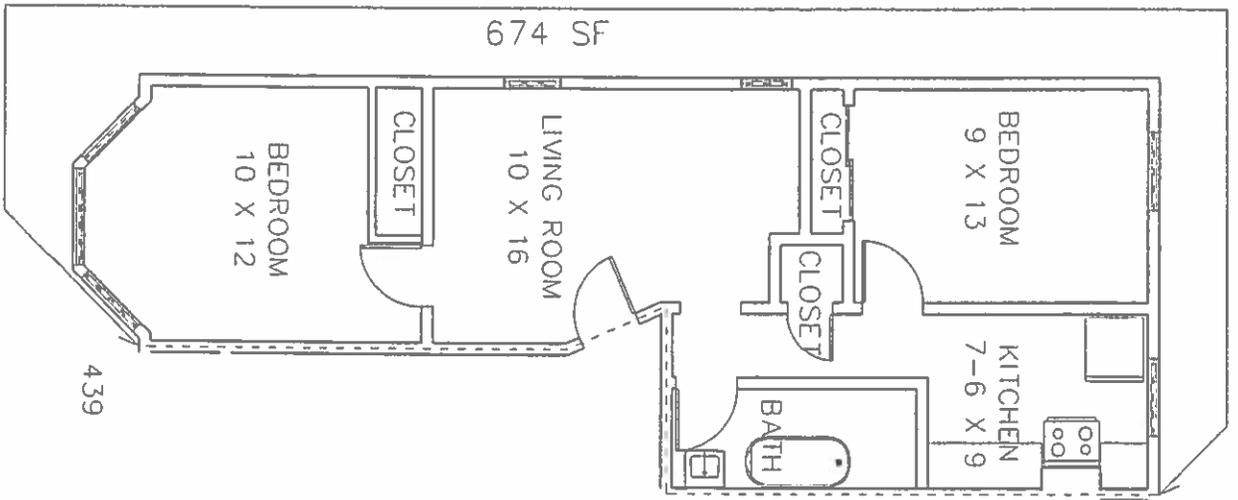
Date	Issue
03/08/96	ADDENDUM
03/07/96	ADDENDUM

Drawing Title
437 Undercliff Ave.
Edgewater, NJ
Apt 3B

Project Number 60039
Drawing Number

APARTMENT 1A

674 SF



439

BONANOMI & BENNETT
 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

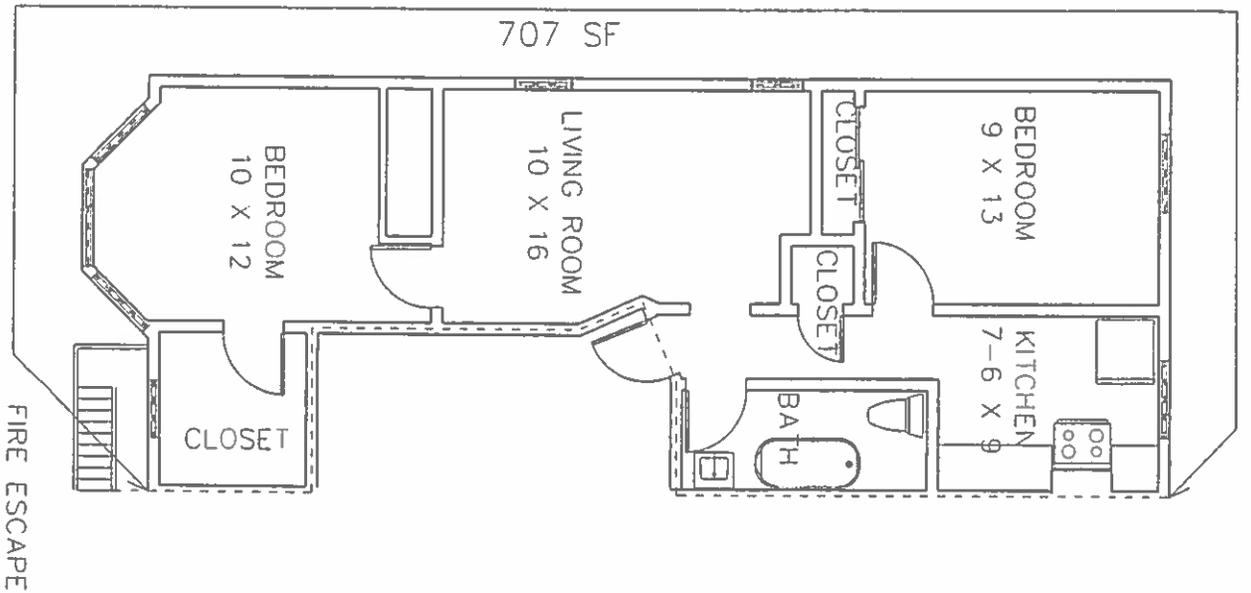
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△	03/07/96	ADDENDUM
△	Date	Issue

Drawing Title
 439 Undercliff Ave.
 Edgewater, NJ
 Apt 1A

Project Number 60039
 Drawing Number

APARTMENT 2A

707 SF



BONANOMI & BENNETT
 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

△	03/08/96	ADDENDUM
△	03/07/96	ADDENDUM
△	Date	Issue

Drawing Title
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 Edgewater, NJ
 Apt 2A

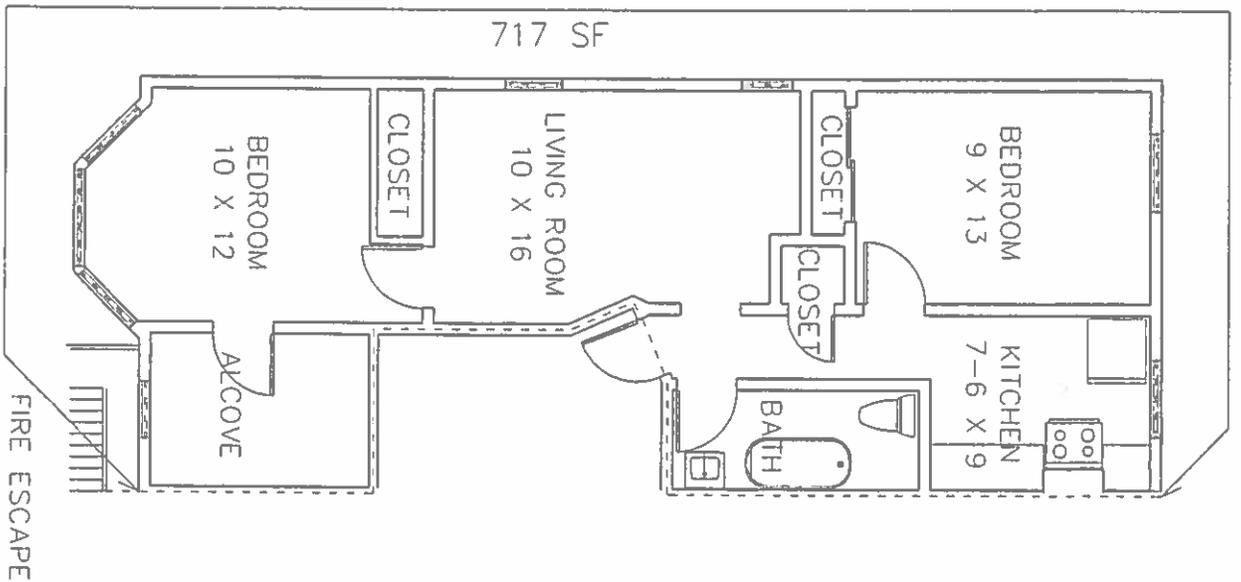
Project Number 60039
 Drawing Number

BONANOMI & BENNETT
 ARCHITECTS
 45 NORTH DEAN STREET
 ENGLEWOOD, NEW JERSEY
 201-567-7092

APARTMENT 3A

CLOSET

717 SF



Issue	Date
ADDENDUM	03/08/96
ADDENDUM	03/07/96

Drawing Title
 439 Undercliff Ave.
 Edgewater, NJ
 Apt 3A

Project Number
 60039

Exhibit “D”

**AHOME
UNIT SQ. FOOTAGE CALCULATION**

UNIT #	SQ. FEET	COMMON AREAS	TOTAL SQ. FT.	INITIAL ANNUAL MAINT.	% of TOTAL SQ.
437					
1	674	288	962	\$ 3,202	4.94%
2	707	302	1,009	3,359	5.18%
3	717	307	1,024	3,406	5.26%
439					
1	674	288	962	3,202	4.94%
2	707	302	1,009	3,359	5.18%
3	717	307	1,024	3,406	5.26%
435					
1A	690	295	985	3,278	5.06%
1B	852	364	1,216	4,048	6.25%
1C	690	295	985	3,278	5.06%
2A	780	334	1,114	3,706	5.72%
2B	852	364	1,216	4,048	6.25%
2C	772	330	1,102	3,668	5.66%
3A	780	334	1,114	3,706	5.72%
3B	852	364	1,216	4,048	6.25%
3C	772	330	1,102	3,668	5.66%
4A	714	305	1,019	3,392	5.23%
4B	852	364	1,216	4,048	6.25%
4C	838	358	1,196	3,981	6.14%
TOTAL	13,640	5,834	19,474	64,800	100.00%

Exhibit “E”

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

AFFORDABLE HOUSING AGREEMENT

Prepared By: _____
Christine Marketta, Authorized Representative

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ _____ this AGREEMENT is entered into on this day, _____ between «FirstNameMIBuyer1» «LastNameBuyer1» and «FirstNameMIBuyer2» «LastNameBuyer2» owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and Borough of _____ or its designated assignee, hereafter "AUTHORITY", which Authority is the same as, or an instrumentality of, the Borough of _____ (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least thirty (30) years beginning on _____ and ending at the first non-exempt transfer of title after thirty (30) years unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P.L. 193, c.530 (N.J.S.A. 55:14K-1 et seq.).

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low and moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue

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region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the original and each subsequent Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:
Block «TaxBlock»_ Lot «Lot»
Borough of

that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of an increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Note for a period of up to thirty 30 years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTION.

than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality, wherein the unit(s) is (are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth the in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of Bergen County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or bylaws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be recorded with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable

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restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of foreclosure Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as through same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting cannot be located. The First Purchase Money Mortgagee shall hold

by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state, or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary

property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any

such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement.

Dated: _____

By: _____
Signature (Owner) «FirstNameMIBuyer1»
«LastNameBuyer1»

Signature (Co-Owner) «FirstNameMIBuyer2»
«LastNameBuyer2»

STATE OF NEW JERSEY)
) ss

COUNTY OF _____)

BE IT REMEMBERED, that on this day, _____ before me, the subscriber, _____ personally appeared «FirstNameMIBuyer1» «LastNameBuyer1» and «FirstNameMIBuyer2» «LastNameBuyer2» who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument: that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid.

Record & Return to:
«AttorneyName»
«AttorneyStreetAddress»
«AttorneyCityStateZip»

EXHIBIT “F”

Prepared by: LYNN BARTLETT

Lynn Bartlett
HOME Program Coordinator
County of Bergen
Division of Community Development
One Bergen County Plaza - 4th Floor
Hackensack, New Jersey 07601

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "**Declaration**") is made as of this 21 day of December, 2005 and is granted by **AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER (AHOME) INC.**, a New Jersey not-for-profit corporation, its successors and assigns (the "**Owner**") in favor of the **COUNTY OF BERGEN** (the "**County**").

WHEREAS, Owner plans to acquire, rehabilitate and convert a four story multi-family rental housing project containing 12 units and a three story multi-family rental housing project containing 6 units (the "**Project**") into affordable ownership units on the property located in the Borough of Edgewater, Bergen County, New Jersey, as further described on the Exhibit "A" attached hereto and made a part of hereof (the "**Property**"); and

WHEREAS, in connection with the acquisition, rehabilitation and conversion of the Project, County has agreed to make a loan to Owner in the amount of \$250,000.00 funded from funds received by the County from the Home Investment Partnerships (HOME) Program (the "**Loan**"); and

WHEREAS, as a condition of the Loan, the Owner agrees to execute this Declaration of Restrictive Covenants in favor of the County and binding on the Property; and

WHEREAS, it is the intent of this Declaration to insure that affordability controls are recorded on each of the HOME-assisted units so as to bind the owners of the HOME-assisted affordable units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

NOW, THEREFORE, for an in consideration of the County making the Loan to the Owner, the Owner hereby agrees as follows:

1. The Property shall be used for the purpose for which HOME Investment Partnership Program funds were provided under the rules and regulations for the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "**Act**") and the rules and regulations of the HOME Investment Partnership Act, including but not limited to period of affordability, covenants running with the Property, homebuyer income eligibility requirements, occupancy requirements, resale restrictions and other mechanisms approved by the United States Department of Housing and Urban Development, its

successors and assigns. The Owner and the County agree that the Project shall be deemed to include eighteen (18) HOME-assisted units subject to this Declaration.

2. The sale and use of each HOME-assisted unit subject to this Declaration is governed by regulations governing controls on affordability which are found at 24 CFR Part 92. Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for each respective HOME-assisted Unit, for the "Period of Affordability", as defined in the Regulations and the contract HOME-AHOME-14G-04 between Owner and County.
 - a. The HOME-assisted Unit may be conveyed only to a household who meets the established buyer income eligibility criteria for *Low-Income Ownership Units* being limited to eligible families whose income is less than or equal to 80% of the Section 8 income limit for Bergen County's area median income adjusted for family size. *Very Low-Income Ownership Units* shall be restricted to eligible persons or families whose income is less than or equal to 60% of the Section 8 income limit for Bergen County's area median income adjusted for family size. Section 8 income limits are published annually by the U.S. Department of Housing and Urban Development for the area.

Initial Section 8 Income Limits governing the Project are:

	One Person	Two People	Three People	Four People
60% of Median Income	\$35,100	\$40,080	\$45,120	\$50,100
80% of Area Median Income	\$40,600	\$46,400	\$42,200	\$58,000

- b. No sale of the HOME-assisted Unit shall be lawful, unless approved in advance and in writing by the County of Bergen Division of Community Development, and no sale shall be for a consideration greater than the maximum permitted price as determined by the U.S. Department of Housing and Urban Development for condominium sales in Bergen County.
 - c. The purchase price for any restricted unit shall not exceed the Single Family Mortgage Limits under Section 203(b) of the National Housing Act as determined by 95% of the median area purchase price for single-family condominium housing unit in Bergen County.

The maximum resale price for a restricted ownership unit, if the resale occurs prior to the one-year anniversary of the date on which title to the unit was first transferred to an eligible household, is the initial purchase price.

If the resale occurs on or after such anniversary date, the maximum resale price shall be consistent with the established income targeting and buyer income eligibility thresholds governing long-term affordability on the project, not to exceed the Single Family Mortgage Limits under Section 203(b) of the National

Housing Act as determined by 95% of the median area purchase price for single-family condominium housing unit in Bergen County.

Eligible homebuyer households for restricted units must qualify as a very low-income household or low-income household at the time of purchase, and are limited to monthly carrying costs not to exceed 33% for mortgage principle, interest, taxes and insurance and 38% for all debt.

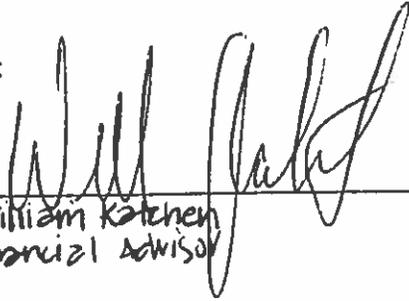
- d. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the HOME-assisted Unit, may be incurred except as approved in advance and in writing by the County of Bergen Division of Community Development. At no time shall Debt be approved, if incurring the Debt would make the total of all such monthly Debt payments exceed 38% of the households monthly household income.
 - e. The HOME-assisted Unit shall at all times be the principal place of residency of the owner.
 - f. At the end of the Period of Affordability the units may be sold at fair market value and the difference between the fair market value and the Single Family Mortgage Limit under Section 203(b) of the National Housing Act as determined by 95% of the median area purchase price for single-family condominium housing in Bergen County, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of and improvement to the property will be returned to the County of Bergen's HOME Program.
3. This Declaration is binding on all successors in interest to the Project and Property and shall run with the land until the maturity date of the Loan, which is defined as twenty (20) years from Project Completion, which maturity date is estimated to be March 1, 2026.
 4. The Owner and its successors and assigns, shall not make, create or suffer to be made or created, any total or partial sale, assignment, conveyances, lease or any other mode or form, any interest in the Property, or any contract or agreement to do any of the same without the approval of the County, except for those loans documents in connection with loans to the project from Mariner's Bank.
 5. This Declaration, including the affordability restrictions, shall remain in full force and effect regardless of any transfer in ownership. At the discretion of the County, the affordability requirements may be terminated only upon foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD.
 6. It is the responsibility of the County to repay HOME funds invested in projects that are no longer affordable. Therefore, if the Owner determines that it is appropriate to change the use of the Property to a use not eligible under the HOME Program requirements, it may retain or dispose of the Property for the changed use if the County HOME Program is reimbursed in the amount of the current fair market value of the property, less any

portion of the value attributable to expenditures of non-HOME funds for acquisition of, and improvement to the Property but, in any event, not less than the original amount of the HOME funds provided for the project.

Signatures: This Declaration is granted by the undersigned whose duly authorized signature(s) appears below. If the undersigned is a corporation its corporate seal is affixed.

Dated: December 21, 2005

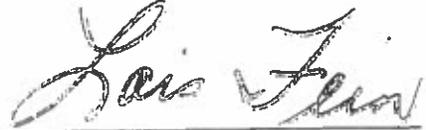
ATTEST:



Name: William Katchen
Title: Financial Advisor

**AFFORDABLE HOUSING OF
METROPOLITAN EDGEWATER, INC.**
a New Jersey Not-For-Profit Corporation

By:



Name: Lois Fein
Title: President

ACKNOWLEDGEMENT

State of New Jersey)
) ss
County of Bergen)

I Certify that on December 21, 2005,

Lois Fein, personally come before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person);

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed; and
- (c) this person signed this proof to attest to the truth of these facts.

By: *Lois Fein*
Print: Lois Fein
Title: President

Signed and sworn to before me on
the 21 day of December 2005

Jacqueline L. Atkins
JACQUELINE L. ATKINS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 26 2006

EXHIBIT "G"

ABSTRACTED

Deed

3

This Deed is made on June 24, 2005

BETWEEN

Edgewater Lin-Hill, LLC

a New Jersey Limited Liability Company

whose post office address is
**1000 Portside Drive
Edgewater, NJ 07020**

Consideration : 1325000.00
Realty Transfer Fee : 13507.50
State Portion : 9757.50
County Portion : 1987.50
Municipality Portion : 1762.50

referred to as the Grantor,
AND

Affordable Housing of Metropolitan Edgewater, Inc. a New Jersey Corporation

whose post office address is
**300 Undercliff Avenue
Edgewater, NJ 07020**

83093.01 Deed > 350.000
Kathleen A. Donovan Recording Fee 90.00
Bergen County Clerk Charge 303
Recorded 06/29/2005 13:54 BRIDGEVIEW ABSTR
A

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee This transfer is made for the sum of **\$1,325,000.00**

One Million Three Hundred Twenty-Five Thousand Dollars and No Cents
The Grantor acknowledges receipt of this money

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Edgewater**

Block No **50** Lot No **4, 6** Qualifier No **Account No.**

No lot and block or account number is available on the date of this Deed. (Check Box if Applicable.)

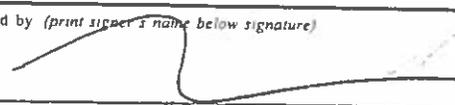
3. Property. The Property consists of the land and all the buildings and structures on the land in the **Borough** of **Edgewater** County of **Bergen** and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

As To Lot 4: BEING the same premises conveyed to the Grantor herein by Deed from Fred A. Daibes dated May 4, 1995 and recorded in the Bergen County Clerk's Office in Deed Book 7787, Page 122; and by Corrective Deed date June 24, 2005, to be recorded immediately prior to this Deed.

As To Lot 6: BEING the same premises conveyed to the Grantor herein by Deed from Fred A. Daibes dated January 15, 1996 and recorded March 25, 1996 in the Bergen County Clerk's Office in Deed Book 7864 at Page 279.

THIS Deed is subject to the restrictions that the premises herein described shall be used for the sole purpose of providing housing to individuals and families that meet the income guidelines, requirements, and regulations as promulgated by the State of New Jersey Council of Affordable Housing(COAH) and/or its successors.

Prepared by (print signer's name below signature)  Robert P. Travers, Esq.	(For Recorder's Use Only)
--	---------------------------

BK 09432 PG 323

BK 09432 PG 323

LEGAL DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Borough of Edgewater, County of Bergen and State of New Jersey, being more particularly described as follows:

As to Parcel A:

As set forth in Deed Book 7925, Page 97:

BEGINNING at a point in the easterly line of Undercliff Avenue, which point is distant thereon 66.00 feet northerly from its intersection with the northerly line of Columbia Terrace South and from thence running: (a) South 52°00' East 102.62 feet to a point; thence (2) North 21°00' East 58.12 feet to a point; thence (3) North 69°00' West 98.97 feet to a point in the easterly line of Undercliff Avenue; thence (4) Along the same, South 21°00' West 35.05 feet to the point and place of BEGINNING.

Being more particularly described as follows in accordance with a survey made by G.B. Associates, Inc., dated February 8, 2005:

Beginning at a point in the easterly line of Undercliff Avenue, which point is distant thereon 66.00 feet northerly from its intersection with the northerly line of Columbia Terrace and from thence running

- (1) Along the said easterly line of Undercliff Avenue, North 21°00'00" East 35.05 feet to a point; thence
- (2) South 69°59'23" East 100.39 feet to a point; thence
- (3) South 21°00'00" West 58.12 feet to a point; thence
- (4) North 57°00'00" West 102.62 feet to a point in the said easterly line of Undercliff Avenue, being the point and place of beginning.

As to Parcel B:

WHICH on a certain map entitled "Map of property belonging to Dr. Charles F. McKenna, situated in the Borough of Edgewater, Bergen County, New Jersey, 1899" surveyed by Earl and Harrison, Civil Engineers and Surveyors, Jersey City, New Jersey, filed in the Clerk's Office in Bergen County, NJ, October 10, 1899, is known and distinguished as Lots #7 and part of Lots #6 and 5 in Block "B". being more particularly described as follows:

- (1) Easterly at right angles to Undercliff Avenue, 98 feet 47/100 of a foot, more or less, to the middle line of said block; thence
- (2) In a northeasterly direction, along the middle line of said block, 29.88 feet to the northeasterly corner of Lot #7 as shown on said map; thence
- (3) In a northwesterly direction, along the dividing line between Lots 7,8 as shown on said map and parallel with Columbia Terrace South 102.62 feet; thence
- (4) In a southwesterly direction along the easterly side of Undercliff Avenue, 52.95 feet; thence to the point or place of BEGINNING.

Being more particularly described as follows in accordance with a survey made by G.B. Associates, Inc., dated February 8, 2005:

Beginning at a point in the easterly line of Undercliff Avenue, which point is distant thereon 101.05 feet northerly from its intersection with the northerly line of Columbia Terrace, and from thence running

- (1) Along the said easterly line of Undercliff Avenue, North 21°00'00" East 52.95 feet to a point; thence

ENDORSEMENT

Commitment No. S-57181

Attached to and made a part of FIDELITY TITLE INSURANCE COMPANY
Commitment

- (2) South 57°00'00" East 102.62 feet to a point; thence
- (3) South 21°00'00" West 29.88 feet to a point; thence
- (4) North 69°59'23" West 100.39 feet to a point in the said easterly line of Undercliff Avenue, being the point and place of beginning.

Note For Information Only:

The land referred to in this Commitment is commonly known as Lot 4,6 Block 50 on the Tax Map of the Borough of Edgewater, in the County of Bergen, also known as 435 Undercliff Avenue and on the Tax Map of the Borough of Edgewater, in the County of Bergen, also known as 437-439 Undercliff Avenue

BK 09432 PG 325

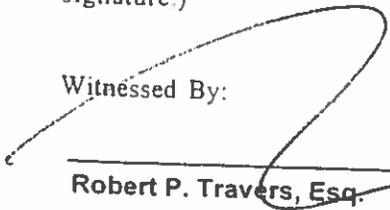
Issued By Bridgeview Abstract Inc
260 Columbia Avenue, Fort Lee, NJ 07024 (201)224-6678
Agent For FIDELITY TITLE INSURANCE COMPANY

The street address of the Property is:
435 Undercliff Avenue
437-439 Undercliff Avenue

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:


Robert P. Travers, Esq.


Fred A. Daibes, Mananing Member of Edgewater Lin-Hill, LLC (Seal)

a New Jersey Limited Liability Company (Seal)

STATE OF NEW JERSEY, COUNTY OF BERGEN
I CERTIFY that on June 24, 2005

SS:

Fred A. Daibes, Mananing Member of Edgewater Lin-Hill, LLC a New Jersey Limited Liability Company
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed, and,
(b) executed this Deed as his or her own act.

RECORD AND RETURN TO:
Att: Paul Marino, Esq.
Biagiotti, Marino & Montecallo
190 Moore Street
Hackensack, NJ 07601


Robert P. Travers, Esq.
Attorney at Law-State of New Jersey
Print name and title below signature



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s) Edgewater Lin. Hill, LLC
Current Resident Address:
Street: 1000 Poltside Drive
City, Town, Post Office Edgewater State N.J Zip Code 07027

PROPERTY INFORMATION (Brief Property Description)

Block(s) 50 Lot(s) 4:6 Qualifier
Street Address: 435 Undercliff Ave ; 437-439 Undercliff Ave
City, Town, Post Office Edgewater State N.J. Zip Code 07020
Seller's Percentage of Ownership 100% Consideration 1,325,000.00 Closing Date 6/24/05

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
5. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

6/24/05
Date

[Signature]
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

BK09432PG321

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2005)
To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF BERGEN

} SS.

FOR RECORDER'S USE ONLY	
Consideration \$	<u>1,325,000.00</u>
RTF paid by buyer \$	<u>13,500.00</u>
Date	<u>6/24/05</u> By <u>[Signature]</u>

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, LOIS FEIN, being duly sworn according to law upon his/her oath, deposes and says that he/she is the President of Affordable Housing of Metropolitan Edgewater, Inc. in a deed dated 6/24/05
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
transferring real property identified as Block No. 50 Lot No. 4 and 6
located at 435, 437-439 Undercliff Avenue, Edgewater, Bergen County and annexed hereto
(Street Address, Municipality, County)

(2) CONSIDERATION \$ 1,325,000.00 (See Instructions #1 and #5 on reverse side)

Entire consideration is in excess of \$1,000,000.00:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (WHICH IS A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee pays:

- Class 2 - Residential (4 Families or less)
- Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property.
- Class 4C - Residential Cooperative Unit

(B) When Grantee does not have to pay, fill out below:

- Property class. Circle applicable class(es): 1 4A 4B 4C 15
 - Exempt Organization Pursuant to Federal Internal Revenue Code of 1986:
- Property Classes:**
1 - Vacant Land
4A - Commercial
4B - Industrial
4C - Apartment (other than residential cooperative unit)
15 - Public Property

(3) FULL EXEMPTION FROM FEE (See Instruction #6 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004 for the following reason(s). Mere reference to exemption symbol is not sufficient. Explain in detail.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me this 24th day of June, 2005
[Signature]
PAUL MARINO, ESQ.
An Attorney-at-Law of NJ

LOIS FEIN
Signature of Deponent
1055 River Road
Edgewater NJ 07020
Address of Deponent

ABSTRACTED
AFFORDABLE HOUSING OF METROPOLITAN EDGEWATER, INC. a New Jersey Corporation
Name of Grantee
c/o Edgewater Housing Authority
300 Undercliff Avenue
Edgewater, New Jersey 07020
Address of Grantee at Time of Sale
PAUL MARINO, ESQ.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/pt/localtax.htm

END OF DOCUMENT

BK 09432 PG 328

~~BK 08830 PG 103~~
END OF DOCUMENT

Housing Authority of Bergen County

JACK R. D'AMBROSIO, JR., ESQ.
Executive Director

(201) 569-7454
FAX: (201) 569-8074
TDD: (201) 569-8539

April 27, 2007

Jack Warren, Executive Director
Edgewater Housing Authority
300 Undercliff Avenue
Edgewater, New Jersey 07020

Re: Marketing for AHOME & Neighborhood Affordable Housing Friends, Inc.

Dear Mr. Warren:

Attached please find copies of invoices for recent advertising for the above mentioned developments.

Please provide payment within thirty days (30) from the date of this correspondence. Should you have any questions or require further information, please do not hesitate to contact me at 201-569-7454, ext. 115.

Very truly yours,



Stephanie Sutera
Assisted Housing Administrator

cc: M. Scaria, Finance Manager
Attachments

EDGEWATER

AHOME

Item	Media	Reason	PO	Amount
North Jersey Media Group	The Herald	Adv 2/18/07	17	67.16
North Jersey Media Group	The Record	Adv 2/18/07	18	123.73
Bergen Newspaper	Bergen News	Adv 2/21/07	19	226.50
The Evening Journal	Jersey Journal	Adv 2/24/07	22	236.40
EL DIARIO		Adv 2/24/07	26	894.96
Total				1,548.75

PAID MAY - 3 2007

CR #1265

DKW

North Jersey Media Group

Public Notice Advertising
 1 Garret Mountain Plaza
 PO Box 471
 West Paterson, NJ 07424
 973-569-7427

Remittance Address
 PO Box 18862
 Newark, N.J. 07191-8862

Billing Period		Account Name	
02/01/07 - 02/28/07		BERGEN CNTY HOUSING AUTH.	
Total Amount Due		Unapplied Payment	
\$ 447.10		57.21	
Terms of Payment			
Net 30 Days			
Current Period		30 Days	
\$ 504.31		\$ 0.00	
60 Days		90 Days	
\$ 0.00		\$ -57.21	

Page	Billing Date
1	3/1/2007
Advertiser/Account #	
1105767	

Billed Account Name and Address
 VOUCHER ADVERTISING INVOICE

QUESTIONS ABOUT YOUR BILL? Please contact your Customer Account Specialist at 201-646-3873

Payee Declaration
 I certify that the within invoice is correct in all its particulars; that the described goods or services have been furnished or rendered and that no bonus has been received on account of said invoice:

Sonja Thorelund
 Payee Signature

C. Clark 3/15/07
 Title Date

BERGEN CNTY HOUSING AUTH.
 25 ROCKWOOD PL STE 2
 ATTN: GILLIES, JANET
 ENGLEWOOD, NJ 07631-4958

All checks should be made payable to: North Jersey Media Group

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Doc Date	Ad# - Trans#	Description	P. O. Number	Times	Size	Rate	Net	
02/05/07	0001955179	Public Notice-INVITATION TO RE-BI	REBID CCTV REN	1	1.00 x 75 Li	1.13	84.56	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/18/07	0001966424	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 46 Li	1.13	103.73	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/18/07	0001966456	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 49 Li	0.48	47.16	
					AffidavitMaterial		20.00	
		Products: Herald News, Herald News						
02/25/07	0001970615	Public Notice-PUBLIC NOTICE APPL	rental units	1	1.00 x 49 Li	1.13	55.25	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/25/07	0001970952	Public Notice-PUBLIC NOTICE APPLI	APPLICATION RE	1	2.00 x 34 Li	0.48	32.72	
					AffidavitMaterial		20.00	
		Products: Herald News, Herald News						
02/28/07	0001975103	Public Notice-PUBLIC NOTICE This i	legal services awar	1	2.00 x 27 Li	1.13	60.89	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
01/23/06	P379240	Balance Carried Forward Check 7790						-57.21

67.16

Certification By Receiving Agency
 I certify that the above articles have been received or services rendered as stated herein.

North Jersey Media Group

PO Box 18862
 Newark, N.J. 07191-8862

Certification By Approved Officer
 I certify that this invoice is correct and just and payment is approved.

Signature

Signature

Title

Date

Title

Date

North Jersey Media Group

Public Notice Advertising
 1 Garret Mountain Plaza
 PO Box 471
 West Paterson, NJ 07424
 973-569-7427

Remittance Address
 PO Box 18862
 Newark, N.J. 07191-8862

Billing Period		Account Name	
02/01/07 - 02/28/07		BERGEN CNTY HOUSING AUTH.	
Total Amount Due		Unapplied Payment	
\$ 447.10		57.21	
		Terms of Payment	
		Net 30 Days	
Current Period		30 Days	60 Days
\$ 504.31		\$ 0.00	\$ 0.00
			90 Days
			\$ -57.21

Page	Billing Date	Billed Account Name and Address
1	3/1/2007	VOUCHER ADVERTISING INVOICE
Advertiser/Account #		
1105767		

VOUCHER ADVERTISING INVOICE

QUESTIONS ABOUT YOUR BILL? Please contact your Customer Account Specialist at 201-646-3873

Payee Declaration
 I certify that the within invoice is correct in all its particulars; that the described goods or services have been furnished or rendered and that no bonus has been received on account of said invoice:

Sonja Thorslund
 Payee Signature

Clark *3/5/07*
 Title Date

BERGEN CNTY HOUSING AUTH.
 25 ROCKWOOD PL STE 2
 ATTN: GILLIES, JANET
 ENGLEWOOD, NJ 07631-4958

All checks should be made payable to: North Jersey Media Group

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Doc Date	Ad# - Trans#	Description	P. O. Number	Times	Size	Rate	Net	
02/05/07	0001955179	Public Notice-INVITATION TO RE-BI	REBID CCTV REN	1	1.00 x 75 Li	1.13	84.56	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/18/07	0001966424	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 46 Li	1.13	103.73	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/18/07	0001966456	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 49 Li	0.48	47.16	
					AffidavitMaterial		20.00	
		Products: Herald News, Herald News						
02/25/07	0001970615	Public Notice-PUBLIC NOTICE APPL	rental units	1	1.00 x 49 Li	1.13	55.25	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/25/07	0001970952	Public Notice-PUBLIC NOTICE APPLI	APPLICATION RE	1	2.00 x 34 Li	0.48	32.72	
					AffidavitMaterial		20.00	
		Products: Herald News, Herald News						
02/28/07	0001975103	Public Notice-PUBLIC NOTICE This i	legal services awar	1	2.00 x 27 Li	1.13	60.89	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
01/23/06	P379240	Balance Carried Forward Check 7790						-57.21

Certification By Receiving Agency
 I certify that the above articles have been received or services rendered as stated herein.

North Jersey Media Group

PO Box 18862
 Newark, N.J. 07191-8862

Certification By Approved Officer
 I certify that this invoice is correct and just and payment is approved.

Signature

Signature

Title

Date

Title

Date

Bergen Newspaper Group

The Bergen News • Press Journal • Sun-Bulletin • Commuter Week

NEWS PUBLISHING CORP.

P.O. Box 616 • 111 GRAND AVE.
PALISADES PARK, NJ 07650

Telex: 201-947-5000
Fax: 201-947-6968

ADVERTISING INVOICE and STATEMENT

1 BILLING PERIOD		2 ADVERTISER/CLIENT NAME	
3/1/2007		HOUSING AUTHORITY OF BERG	
3 TOTAL AMOUNT DUE		*UNAPPLIED AMOUNT	3 TERMS OF PAYMENT
\$453.00			NET 30
21 CURRENT NET AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS
\$453.00	\$0.00	\$0.00	\$0.00

3 PAGE #	4 BILLING DATE	8 BILLED ACCOUNT NAME AND ADDRESS		9 REMITTANCE ADDRESS
1	3/1/2007	HOUSING AUTHORITY OF BERGEN COUNTY 25 ROCKWOOD PLACE, 2nd floor ENGLEWOOD, NJ 07631 4958		
5 BILLED ACCOUNT NUMBER	6 ADVERTISER/CLIENT NUMBER			
6405				

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

11 DATE	12 NEWSPAPER REFERENCE	13 14	15 DESCRIPTION OTHER COMMENTS/CHARGES	16 SAU SIZE BILLED UNITS	17 TIMES RUN RATE	18 GROSS AMOUNT	19 NET AMOUNT
02/21/07	161433	110	BN EAST po# CD000019 AFFORDABLE IN EDGEWATER	10	22.65	226.50	226.50
02/28/07	161547	110	BN EAST po# CD000023 AFFORDABLE IN EDGEWATER	10	22.65	226.50	226.50

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

21 CURRENT NET AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
\$453.00	\$0.00	\$0.00	\$0.00		\$453.00

NEWS PUBLISHING CORP.

P.O. Box 616 • 111 GRAND AVE.
PALISADES PARK, NJ 07650

*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

ADVERTISER INFORMATION			
1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER	8 ADVERTISER/CLIENT NAME
3/1/2007	6405		HOUSING AUTHORITY

Accounts paying new balance in full by the payment due will not be subject of a FINANCE CHARGE. Accounts not paid in full each month are subject to a FINANCE CHARGE applied to the balance remaining after deducting current payments and/or credits and any unpaid FINANCE CHARGE from the previous balance shown on this statement, computed at a periodic rate of 1.5% per month (ANNUAL PERCENTAGE RATE 18%). A CHARGE WILL BE ADDED TO ALL RETURNED CHECKS.

The Evening Journal Association

The Jersey Journal

Bayonne Journal • El Nuevo Hudson • City Journal
 Waterfront Journal • Kearny Journal • Secaucus Journal
 30 JOURNAL SQUARE • JERSEY CITY • NJ 07306
 (201) 653-1000 • FAX (201) 653-0169

FEDERAL ID# 22-0898160

ADVERTISING INVOICE and STATEMENT

1 BILLING PERIOD		2 ADVERTISER/CLIENT NAME	
02/01/07 02/28/07		HOUSING AUTHORITY BERGEN CTY	
3 TOTAL AMOUNT DUE		4 UNAPPLIED AMOUNT	
\$ 236.40		0.00	
5 CURRENT NET AMOUNT DUE		6 30 DAYS	
\$ 236.40		\$ 0.00	
		7 60 DAYS	
		\$ 0.00	
		8 OVER 90 DAYS	
		\$ 0.00	

9 PAGE #	10 BILLING DATE	11 BILLED ACCOUNT NAME AND ADDRESS	12 REMITTANCE ADDRESS
1	02/28/07	HOUSING AUTHORITY BERGEN CTY 25 ROCKWOOD PL STE 2 ENGLEWOOD, NJ 07631-	THE EVENING JOURNAL ASSN P.O. BOX 327 JERSEY CITY, NJ 07303-2327 91 MAYDA ARRUE (201) 217-2411
3 BILLED ACCOUNT NUMBER			
121596			
7 ADVERTISER/CLIENT NUMBER			
121596			

IF YOU HAVE QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT:
 MARGUERITE CLARK - CREDIT MANAGER - (973)392-4130

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

0 DATE	11 NEWSPAPER REFERENCE	12 13 14 DESCRIPTION-OTHER COMMENTS/CHARGES	15 SAU SIZE BILLED UNITS	16	17 TIMES RUN RATE	18	19 GROSS AMOUNT	20 NET AMOUNT
02/24	0000144245	BALANCE FORWARD AFFORDABLE HOUSING	2x	70.00				385.22
				140.00	0.00			236.40
02/28	2734 3086	AD 144218 PD JAN						342.10-
								43.12-
		PREVIOUS AMOUNT OWED: \$		385.22				
		NEW CHARGES THIS PERIOD: \$		236.40				
		CASH THIS PERIOD: \$		(385.22)				
		DEBIT ADJUSTMENTS THIS PERIOD: \$		0.00				
		CREDIT ADJUSTMENTS THIS PERIOD: \$		0.00				

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS



21 CURRENT NET AMOUNT DUE	22 30 DAYS	23 60 DAYS	24 OVER 90 DAYS	25 *UNAPPLIED AMOUNT	26 TOTAL AMOUNT DUE
\$ 236.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 236.40

PLEASE REMIT ALL PAYMENTS TO

THE EVENING JOURNAL ASSOCIATION
 P.O. BOX 327
 JERSEY CITY, NEW JERSEY 07303-2327

27	28 ADVERTISER INFORMATION				
1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER	2 ADVERTISER/CLIENT NAME		
000381407 02/01/07 02/28/07	121596	121596	HOUSING AUTHORITY BE		

EL CAMPEON DE LOS HISPANOS

EL DIARIO

LA PRENSA WWW.ELDIARIO.COM

an impreMedia company

345 HUDSON STREET, NEW YORK, NY 10014
PHONE: (212) 807-4600 EIN#75-3119924

3 ADVERTISING INVOICE AND STATEMENT

000017825

28 REMIT TO:

EL DIARIO / LA PRENSA
345 HUDSON STREET 13 FL
NEW YORK NY, 10014

2 HOUSING AUTHORITY OF BERGEN COUNTY
25 ROCKWOOD PLACE, 2ND FL
ENGLEWOOD, NJ 07631

4 BILLING DATE	25 TOTAL AMOUNT DUE	6 PAYMENT DUE BY
03/04/07	1789.92	03/19/07

5 BILLING PERIOD: FROM 02/05/07 TO 03/04/07

7 ACCOUNT NO.	AMT. ENCLOSED
93037111	

8 **9**

Cuello, Nelson/Class.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

3 DATE	11 REFERENCE NUMBER	12 13 14	DESCRIPTION	15 DIMENSIONS	16 TIMES	17 BILLED UNITS	U/M	18 RATE	19 AMOUNT
02/24/07	2676050		EDGEWATER	3x70.00	1	210.00		4.26	894.96
			Ad Class Totals :			\$894.96			
03/03/07	2677910		AVISO LEGAL YA ESTAN	3x70.00	1	210.00		4.26	894.96
			Ad Class Totals :			\$894.96			

PO# CD 000026

PO# CD 000025

CASH DISCOUNT	24 1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	OVER 61 DAYS PAST DUE	CURRENT CHARGES	21
	0.00	0.00	0.00	1789.92	
DEDUCT				PAST DUE BALANCE FROM PREVIOUS MONTH	24
PAID BY				0.00	

If you have any questions please call customer service at (212) 807-4676.

PLEASE PAY THIS AMOUNT **25** \$1,789.92

A FINANCE CHARGE OF 1% WHICH IS AN ANNUAL RATE OF 18% WILL BE ADDED TO

**AFFORDABLE HOUSING APPLICATIONS
ARE AVAILABLE FOR "AHOME"
A DEVELOPMENT IN EDGEWATER, NEW JERSEY**

Affordable Housing of Metropolitan Edgewater, "AHOME", a non profit entity, is pleased to announce that two-bedroom condominium units located on Undercliff Avenue in Edgewater, New Jersey, will be available for sale to qualified low and moderate income households. The chart below gives the maximum annual income for various low income family sizes. In order to purchase a unit, your household income cannot exceed the limits indicated for your family size. For purposes of this offering, your "family" includes all persons who intend to occupy the condominium unit should you purchase one.

MAXIMUM ANNUAL INCOME TO QUALIFY

FAMILY SIZE	LOW INCOME	MODERATE INCOME
2	\$ 31,057	\$ 49,691
3	34,939	55,902
4	38,821	62,114

If you are interested in applying to purchase one of these units at "AHOME" in Edgewater, an application must be completed to determine your eligibility. Interested parties may request an application in writing, by telephone or in person Monday through Friday during the hours of 9:00 a.m. to 4:00 p.m. at the:

HOUSING AUTHORITY OF BERGEN COUNTY
25 Rockwood Place, 2nd Floor
Englewood, New Jersey 07631-4958
(201)569-7454, ext. 109
(201)569-8539 TDD

Applications must be accompanied by a non-refundable \$50.00 application fee. Completed applications will then be reviewed by the Housing Authority. Incomplete applications will not be reviewed and will be returned to the applicant. The Housing Authority will determine eligibility and a random selection (lottery) of all eligible applicants will be conducted. Those applicants chosen will be notified by the Housing Authority regarding the unit availability. Applicants who are certified as income eligible by the Housing Authority may then be allowed to sign an Agreement of Sale, depending upon the availability of units. Although you may be qualified as income eligible there is no guarantee that a unit will be available for purchase. All eligible applicants that are chosen must also qualify for a mortgage, if they require one. Certified purchasers must be willing to perform a specific number of "sweat equity" hours required by Habitat for Humanity, who assisted with the renovation of units at "AHOME".

Because the number of units available at "AHOME," are limited, the Housing Authority of Bergen County reserves the right to limit the number of applications reviewed.



June 11, 2025

Via Electronic Mail

Kathryn M. Gregory, PP, AICP
Gregory Associates, LLC
96 Linwood Plaza #350
Fort Lee, New Jersey 07024

Re: 115-145 River Road, Edgewater, New Jersey

Dear Ms. Gregory:

This office represents Heritage 115 Holdings, LLC (“Heritage”) as land use counsel with respect to the proposed development of Heritage’s property located at 115-145 River Road, which is designated as Block 95, Lot 1, Block 96, Lot 3.03, Block 91, Lot 3 and a portion of Block 91, Lot 1 (the “Property”) on the Tax Maps of the Borough of Edgewater (the “Borough”).

As previously discussed, in conjunction with your preparation of the Borough’s Housing Element and Fair Share Plan to address the Borough’s Fourth Round affordable housing obligations, we wanted to confirm that it is our client’s intent (subject to required approvals by its mortgagee, Honeywell, and the United States Environmental Protection Agency) to continue to advance the potential development/redevelopment of the site with a potential high-rise multifamily project that may include up to 2,200 rental units.

The Property, of course, is available (as defined under N.J.A.C. 5:93-1 and available for redevelopment), suitable, developable and approvable.

Heritage understands that there would be an anticipated affordable housing obligation to assist the Borough with addressing credits for up to 330 affordable housing units in the Borough (representing 15% of the potential market rate units).

Should you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

Thomas J. Trautner Jr.

TJT:jt