

John McDonough Associates, LLC

Land Use Planning · Landscape Architecture

**2025 Housing Element
and Fair Share Plan**

Prepared For



Town of Dover

Morris County, NJ

June 13, 2025

The original of this report was signed and sealed
in accordance with N.J.S.A.45:14A-12

John McDonough, PP, AICP
NJ Professional Planner License No.
33LI00518900

Alexander McClean, PP, AICP
NJ Professional Planner License No.
33LI00652100

Table of Contents

Housing Element	1
A. Introduction	1
B. Analysis of Housing Stock	3
C. Projected Housing Stock	13
D. Municipal Demographic Characteristics	14
E. Employment Characteristics	19
Fair Share Plan.....	22
A. Introduction	22
B. Content of Fair Share Plan	23
C. Regional Income Limits.....	23
D. First and Second Round Obligation	24
E. Third Round Obligation	24
F. Fourth Round Obligation	25
G. Present Need (Rehabilitation) Obligation	25
H. Prospective Need (New Construction) Obligation	25
I. Commentary on Realistic Development Potential and Unmet Need.....	40
J. Development Fees.....	41
K. Summary of Mechanisms & Credit	41
L. Implementation Schedule	41
M. Spending Plan	42
Appendices	43
A. Planning Board Resolution adopting Housing Element and Fair Share Plan	44
B. Board of Alderman Resolution approving Housing Element and Fair Share Plan	45
C. Map of Planned Affordable Housing Sites.....	46
D. Town of Dover Vacant Land Inventory	48
E. Affordable Housing Spending Plan	49
F. Town of Dover Housing Rehabilitation Program.....	51
H. NJ Transit/Lot B/Lot C Redevelopment Plan	53
I. Harry Loory Redevelopment Plan	54

Housing Element

A. Introduction

The Town of Dover consists of a land area of 2.73 square miles, or approximately 1,747 acres, within Morris County, New Jersey. The town is bordered by Rockaway Town to the north, Borough of Wharton to the northwest, Mine Hill Town to the west, Randolph Town to the south, and the Borough of Victory Gardens to the east.¹

The New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 to 136 (“MLUL”) and the New Jersey Fair Housing Act, N.J.S.A 52:27D-301 to -329 (“FHA”) require every municipal planning board to adopt a Housing Plan Element to its Master Plan and further require the governing body of each municipality to adopt a Fair Share Plan. More specifically, the FHA and MLUL require municipalities to adopt a Housing Element that addresses the municipal present and prospective housing needs, “with particular attention to low- and moderate-income housing.” In accordance with the Fair Housing Act at N.J.S.A. 52:27D-301, a Housing Element shall contain at least the following:

1. 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;
2. 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;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

¹ New Jersey Department of Transportation (NJDOT). (2022). *New Jersey Municipal Boundaries* [Review of *New Jersey Municipal Boundaries*]. NJDOT.
https://www.nj.gov/transportation/refdata/gis/maps/pol_subdiv_NO_Roads.pdf

4. An analysis of the existing and probable future employment characteristics of the municipality;
5. 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
6. 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 reserved for developers who have expressed a commitment to provide low- and moderate-income housing.

The preparation and submission of a Housing Element of a Municipality's Master Plan, and a Fair Share Plan, is the first major step in the process for petitioning the New Jersey Courts for substantive certification.

Affordable Housing regulations define "Fair Share Plan" as follows:

"Fair Share Plan" means the plan that describes the mechanisms and the funding sources, if applicable, by which a municipality proposes to address its affordable housing obligation as established in the housing element, includes the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-3."

This Housing Element and Fair Share Plan ("Plan") satisfies all the applicable requirements set forth within the MLUL and FHA. Additionally, this Plan has been prepared in accordance with the requirements set forth within the Affordable Housing Reform Statute, P.L. 2024, c.2, which became effective on March 20, 2024.

History of Town of Dover's Affordable Housing Obligation and Fair Share Plan

The Town of Dover has a substantial history of providing its fair share of affordable housing for DCA Region 2. The Town of Dover began its Mount Laurel and Fair Share Housing Act compliance on July 24, 1996, when the Town adopted a Second Round Housing Element, which was followed by a petition to the then-Council on Affordable Housing (COAH) for substantive certification for the 1987-1999 period and receiving substantive certification on December 4, 1996 (Resolution No. 64-99). The Town was given a 6-unit Present Need or Rehabilitation obligation by COAH for the 1987-1999 period. The Town's Third Round obligation for the 1999-2025 period required an agreement with a Supreme Court-designated interest party, the Fair Share Housing Center (FSHC), following their report published on May 17, 2016. The FSHC report calculated a Present Need or Rehabilitation obligation of 312 units, Prior Round (1987-1999) obligation of 6 units, Third Round Gap Period (1999-2015) obligation of 105 units, and a Third Round obligation of 150 units. Following the submission of a settlement agreement

with the FSHC to the Court on June 16, 2016, a Third Round obligation of 178 units was established for the 1999-2025 period.²

On March 20, 2024, Governor Phil Murph signed the A-4/S-50 Bill, which required the Department of Community Affairs (DCA) to calculate and publish each municipality's Third Round present need (i.e. the number of housing units lacking complete kitchen facilities, the number of units lacking complete plumbing facilities, and the number of overcrowded units) and Fourth Round obligation (i.e. prospective need from 2025 to 2035).³ On October 18, 2024, the DCA published non-binding calculations for each municipality. The Town of Dover, according to the DCA's analysis, was calculated to have a Third Round present need of 349 units and the Fourth Round obligation of 113 units.⁴

B. Analysis of Housing Stock

Age of Housing Stock

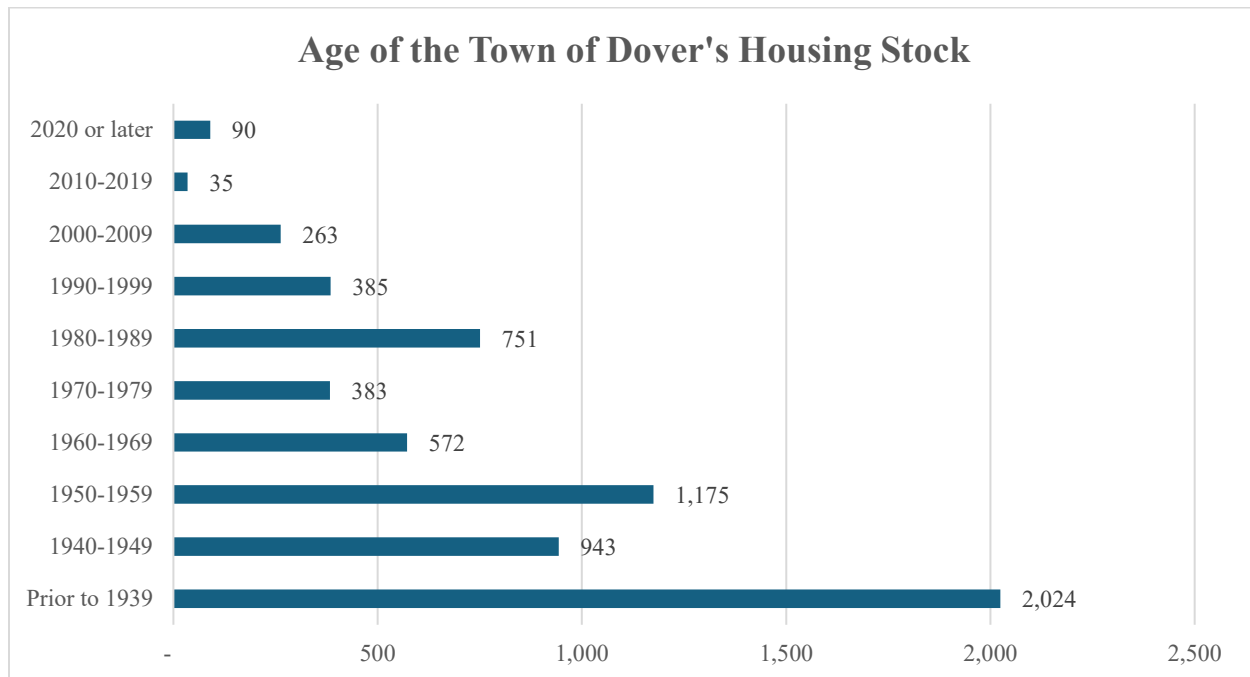
The age of a community's housing stock is considered a means of determining its overall condition and identifying the number of housing units in need of rehabilitation, especially those units constructed 50 or more years ago. The chart below provides data on the age of the housing stock in Dover, beginning with the number of homes constructed prior to 1939, which is an aggregate figure and only provides an initial data point from which to build upon. Overall, the Town of Dover's housing stock has seen a general decline despite two decades of strong construction rates in the 1950s (1,175 units) and the 1980s (751 units) when the number of homes constructed exceeded rates during the prior decades of 1940s (943 units) and 1970s (383 units). In the decades after the construction spikes in the 1950s and 1980s, there were sharp declines in the number of homes constructed during the 1960s and 1990s when the number of homes produced was approximately half of those produced in the prior decade. Since 1989, Dover has constructed 773 new homes over three and a half decades (i.e. 22 more homes produced during the 1980s). Looking closer at the construction rates in recent years, Dover saw a sharp decline in the number of homes built between 2010 and 2020 when the number of homes constructed fell by approximately 87% (totaling 35 units). This decline in home construction coincides with the nation's recovery following the 2008 financial crisis. Since 2020, home

² Kienz, Glenn C. "In the Matter of the Town of Dover Complaint for Declaratory Judgment Demonstrating Municipal Compliance with Constitutional Mount Laurel Obligation Docket No. MRS-L-001696-15." Received by Kevin D. Walsh, Esq., *Town of Dover*, 16 Aug. 2016, <https://www.dover.nj.us/documents/2016%20Settlement%20Agreement.PDF>. Accessed 15 May 2025.

³ Department of Community Affairs. (2024b, October 18). New Jersey Department of Community Affairs Releases Affordable Housing Calculations. *State of New Jersey*. Retrieved from <https://www.nj.gov/dca/news/news/2024/approved/20241018.shtml>.

⁴ "Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background ." *State of New Jersey*, Department of Community Affairs, 18 Oct. 2024, www.nj.gov/dca/dlps/4th_Round_Numbers.shtml.

construction in the town has recovered slightly to an estimated 90 units of housing, which represents an increase of 55 homes or a 157% increase from the prior decade.



Condition of Housing Stock

In addition to the age, other factors are taken into consideration to determine the quality and condition of a municipality's housing stock and whether units are substandard. The U.S. Census' 2023 American Community Survey ("ACS") 5-Year Estimate data is used to estimate the number of substandard housing units using the following factors:

1. Persons per room is an index of overcrowding. If 1.01 or more persons occupy one room than the unit is considered substandard.
2. The adequacy of plumbing facilities is used to determine if a unit is substandard. Inadequate plumbing facilities are indicated by either a lack of exclusive use of plumbing facilities or incomplete plumbing facilities.
3. The adequacy of kitchen facilities is also used to determine the quality of a unit and determine if it is substandard. Inadequate kitchen facilities are marked by shared use of a kitchen or the lack of a sink with piped water, a stove, or a refrigerator.

The 2023 ACS indicators presented above were utilized to estimate the presence of substandard housing within the Town of Dover. Table 2 presents the findings of this analysis.

Table 1: Housing Characteristics		
Criteria	Total	Percentage
Number of Persons per Room		
1.01 or more	361	5.5%
Plumbing Facilities		
Complete Plumbing Facilities in All Units	6,621 ⁵	100.0%
Occupied Units with Complete Plumbing Facilities	6,455 ⁶	97.5%
Units Lacking Complete Plumbing Facilities	-	0.0%
Kitchen Equipment		
Complete Kitchen Facilities in All Units	6,584 ⁷	99.4%
Occupied Units with Kitchen Facilities	6,418 ⁸	97.5%
Units Lacking Complete Kitchen Facilities	37	0.6%
Telephone Services⁹		
Occupied Units with Telephone Service	6,455	97.3%
Units Lacking Telephone Service	10	0.2%
Internet Services¹⁰		
Households with an Internet Subscription	6,032	91.1%
Total	6,621	100.0%

⁵ U.S. Census Bureau, U.S. Department of Commerce. "Plumbing Facilities for All Housing Units." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25047, 2023, <https://data.census.gov/table/ACSDT5Y2023.B25047?q=Dover+town,+New+Jersey&t=Water,+Sewage,+and+Plumbing+Facilities&y=2023>.

⁶ U.S. Census Bureau, U.S. Department of Commerce. "Plumbing Facilities for Occupied Housing Units." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25048, 2023, <https://data.census.gov/table/ACSDT5Y2023.B25048?q=Dover+town,+New+Jersey&t=Water,+Sewage,+and+Plumbing+Facilities&y=2023>.

⁷ U.S. Census Bureau, U.S. Department of Commerce. "Kitchen Facilities for All Housing Units." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25051, 2023, <https://data.census.gov/table/ACSDT5Y2023.B25051?q=Dover+town,+New+Jersey&t=Physical+Characteristics&y=2023>.

⁸ U.S. Census Bureau, U.S. Department of Commerce. "Tenure by Kitchen Facilities." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25053, 2023, <https://data.census.gov/table/ACSDT5Y2023.B25053?q=Dover+town,+New+Jersey&t=Physical+Characteristics&y=2023>.

⁹ U.S. Census Bureau, U.S. Department of Commerce. "Tenure by Telephone Service Available by Age of Householder." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25043, 2023, <https://data.census.gov/table/ACSDT5Y2023.B25043?q=Dover+town,+New+Jersey&t=Telephone,+Computer,+and+Internet+Access&y=2023>.

¹⁰ U.S. Census Bureau, U.S. Department of Commerce. "Types of Computers and Internet Subscriptions." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2801, 2023, <https://data.census.gov/table/ACSST5Y2023.S2801?q=Dover+town,+New+Jersey&t=Telephone,+Computer,+and+Internet+Access&y=2023>.

Table 2: Housing Units by Heating Fuel Type in the Town of Dover, 2023 (est.)		
Type of Fuel	Number of Units¹¹	Percentage
Utility gas	4,619	71.56%
Bottled, tank, or LP gas	349	5.41%
Electricity	827	12.81%
Fuel oil, kerosene, etc.	644	9.98%
Coal or coke	-	0.00%
Wood	-	0.00%
Solar energy	16	0.25%
Other fuel	-	0.00%
No fuel used	-	0.00%
Total	6,455	100.00%

Most of the Census indicators available at the municipal level indicate a sound housing stock. Less than six percent of the units are occupied by more than one (1) person per room, and 100% of the entire housing stock has complete plumbing facilities. Approximately 99.4% of the housing units contain complete kitchen facilities while 97.3% contain telephone services and 91.1% contain internet service. As shown in Table 3, most (86.95%) of the units are heated with standard heating fuels such utility gas, fuel oil, kerosene, bottled, tank, or liquified petroleum (LP) gas. Much of the remaining housing units (12.81%) are heated by electricity.

Purchase or Rental Value of Housing Stock

According to 2023 ACS estimates, the majority (i.e. 63.4%) of the owner-occupied housing stock were valued between \$300,000 and \$499,999, which was more than twice the estimated proportion of homes in that value range across Morris County of 30.6%. The number of owner-occupied housing units with values at or above \$500,000 in the Town of Dover represents a much smaller proportion of the town's owner-occupied housing stock. The number of owner-occupied homes with values between \$500,000 and \$749,999 represents 5.9% of the owner-occupied housing stock, which is approximately six times smaller than the proportion of homes with values in that range across the rest of Morris County (i.e. 36.1%). The number of owner-occupied homes with values at or above \$750,000 in the Town of Dover represents a very small proportion of the overall stock of owner-occupied housing units relative to the rest of Morris County, which is half of the proportion of units in the next lower home value range or 2.8%. As shown in Table 3 below, the median value of an owner-occupied home in the Town of Dover was

¹¹ U.S. Census Bureau, U.S. Department of Commerce. "House Heating Fuel." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25040, 2023, [https://data.census.gov/table/ACSDT5Y2023.B25040?q=Dover+town,+New+Jersey&t=Heating+and+Air+Conditioning+\(HVAC\):Physical+Characteristics](https://data.census.gov/table/ACSDT5Y2023.B25040?q=Dover+town,+New+Jersey&t=Heating+and+Air+Conditioning+(HVAC):Physical+Characteristics).

\$354,900, which was \$218,200 less than the estimated median value across the rest of Morris County (i.e. \$573,100).

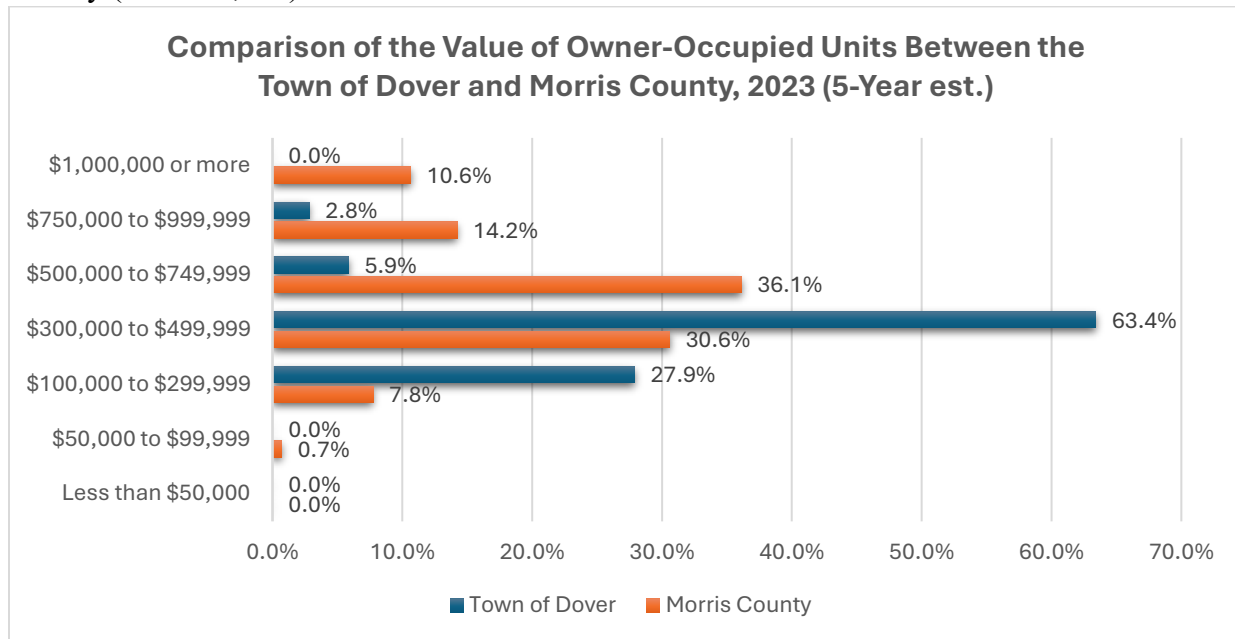


Table 3: Value of Owner-Occupied Units in the Town of Dover and Morris County, 2023 (est.)				
	Town of Dover ¹²		Morris County ¹³	
Value	No. of Units	Percentage	No. of Units	Percentage
Less than \$50,000	-	0.0%	-	0.0%
\$50,000 to \$99,999	-	0.0%	642	0.7%
\$100,000 to \$299,999	519	27.9%	7,139	7.8%
\$300,000 to \$499,999	1,180	63.4%	28,164	30.6%
\$500,000 to \$749,999	109	5.9%	33,254	36.1%
\$750,000 to \$999,999	53	2.8%	13,096	14.2%
\$1,000,000 or more	-	0.0%	9,799	10.6%
Total	1,861	100%	92,094	100%
Median Value	\$354,900		\$573,100	
Source: 2023 ACS 5-Year Estimate				

For rental units, the estimated median gross rent in the Town of Dover in 2023 was \$1,533 per month, which was \$266 less than the estimated median gross rent across Morris County for the

¹² U.S. Census Bureau, U.S. Department of Commerce. "Financial Characteristics for Housing Units With a Mortgage." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2506, 2023, <https://data.census.gov/table/ACSST5Y2023.S2506?q=Dover+town,+New+Jersey&t=Housing+Value+and+Purchase+Price&y=2023>.

¹³ U.S. Census Bureau, U.S. Department of Commerce. "Financial Characteristics for Housing Units With a Mortgage." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2506, 2023, <https://data.census.gov/table/ACSST5Y2023.S2506?q=Morris+County,+New+Jersey&t=Housing+Value+and+Purchase+Price>.

same period (\$1,759). Most of the rental units (34.1%) in the Town of Dover, according to 2023 estimates, had rents between \$1,000 and \$1,499, which was 11.4% more than the number rental units across Morris County (22.7%) with rents in the same range and during the same period. While the number of rental units in the Town of Dover with estimated rents between \$1,500 and \$1,999 as well as between \$2,000 and \$2,499 represents roughly the same proportion as seen across Morris County, the more striking data points are seen for the proportion of rental units with rents between \$2,500 and \$2,999 or more in the Town of Dover relative to the proportion of such rental units across Morris County. As depicted in the chart below, the proportion of rental units with rents between \$2,500 and \$2,999 is four times smaller (2.2%) than across Morris County (8.8%) and the proportion of rental units with rents of \$3,000 or more in the Town of Dover is approximately eleven and a half times smaller (0.8%) than the proportion of such units across Morris County (9.3%).

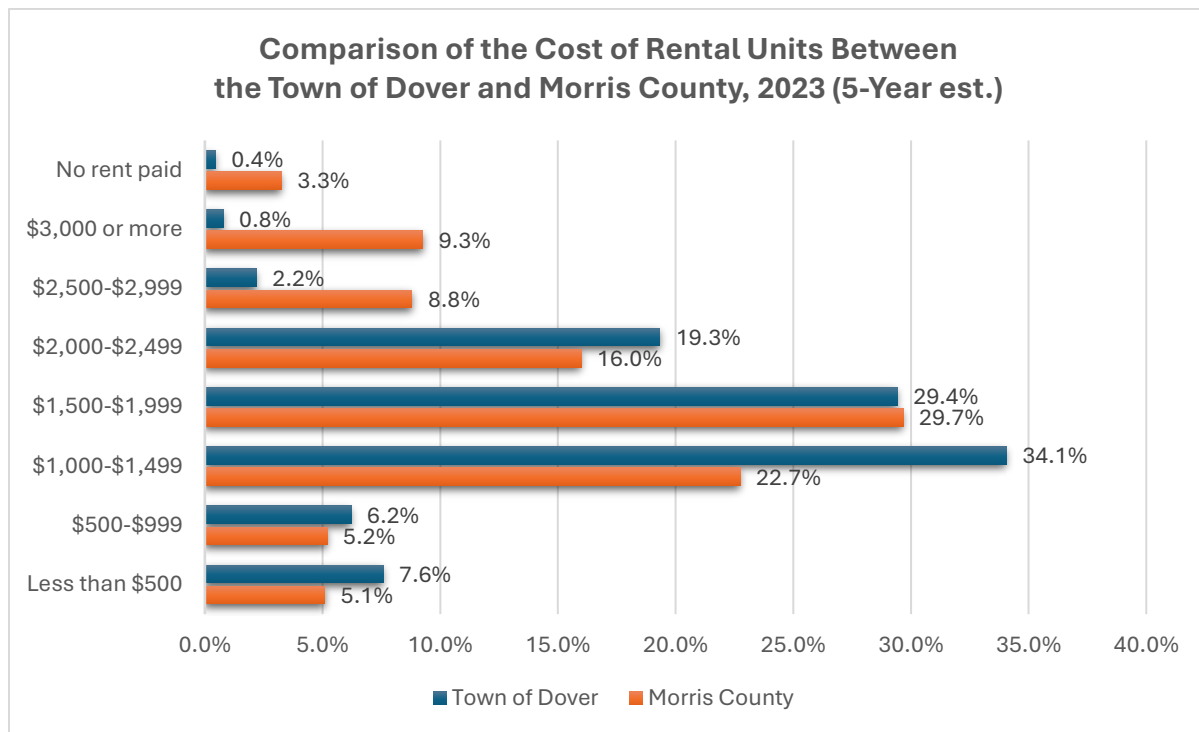


Table 4: Comparison of the Cost of Rental Units Between the Town of Dover and Morris County				
Contract Rent Range	Town of Dover¹⁴		Morris County¹⁵	
	Number of Units	Percentage	Number of Units	Percentage
Less than \$500	273	7.6%	2,553	5.1%
\$500-\$999	224	6.2%	2,602	5.2%
\$1,000-\$1,499	1,228	34.1%	11,385	22.7%
\$1,500-\$1,999	1,061	29.4%	14,853	29.7%
\$2,000-\$2,499	697	19.3%	8,004	16.0%
\$2,500-\$2,999	79	2.2%	4,406	8.8%
\$3,000 or more	28	0.8%	4,637	9.3%
No rent paid	16	0.4%	1,629	3.3%
Total	3,606	100%	50,069	100%
Median (dollars)	\$1,533¹⁶		\$1,759¹⁷	

Occupancy Characteristics and Type of Housing Units

According to 2023 ACS estimates, there were 6,621 housing units in the Town of Dover, as shown below in Table 5, Housing Units. A total of 79.6 percent were 1-unit detached homes. Of the 18,458 housing units in the Town, only 1,853 (10.0 percent) were 1-unit attached and 636 (3.4 percent) were mobile homes. The housing stock consists primarily of single-family detached housing.

¹⁴ U.S. Census Bureau, U.S. Department of Commerce. "Contract Rent." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25056, 2023, <https://data.census.gov/table/ACS5Y2023.B25056?q=Dover+town,+New+Jersey&t=Renter+Costs&y=2023>.

¹⁵ U.S. Census Bureau, U.S. Department of Commerce. "Contract Rent." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25056, 2023, <https://data.census.gov/table/ACS5Y2023.B25056?q=Morris+County,+New+Jersey&t=Renter+Costs&d=ACS+5-Year+Estimates+Detailed+Tables>.

¹⁶ U.S. Census Bureau, U.S. Department of Commerce. "Median Contract Rent (Dollars)." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25058, 2023, <https://data.census.gov/table/ACS5Y2023.B25058?q=Dover+town,+New+Jersey&t=Renter+Costs&y=2023>.

¹⁷ U.S. Census Bureau, U.S. Department of Commerce. "Median Contract Rent (Dollars)." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B25058, 2023, <https://data.census.gov/table/ACS5Y2023.B25058?q=Morris+County,+New+Jersey&t=Renter+Costs&d=ACS+5-Year+Estimates+Detailed+Tables>.

Table 5: Housing Units¹⁸		
Units in Structure	Number	Percent of Total Units
1-Unit Detached	3,005	45.4%
1-Unit Attached	719	10.9%
2 Units	1,235	18.7%
3 or 4 Units	532	8.0%
5 to 9 Units	415	6.3%
10 to 19 Units	90	1.4%
20 Units or more	625	9.4%
Mobile Home	-	0.0%
Boat, RV, van, etc.	-	0.0%
Total	6,621	100.0%

Units Affordable to Low- and Moderate-Income Households

Low-income households are defined as those earning more than 30 percent of the regional median income, but less than or equal to 50 percent of regional median income. Moderate income households earn more than 50 percent of regional median income, but less than 80 percent of regional median income. Following the adoption of the Fair Housing Act (NJFHA) in 1985 and the Uniform Housing Affordability Controls (UHAC), the State of New Jersey (the “State”) developed a sliding scale for income limits, which defines low-and moderate-income limits based on household size. The State, currently through the New Jersey Housing and Mortgage Finance Agency (NJHMFA) following the formal abolishment of COAH on March 20, 2024, has been determining separate incomes for households from one (1) up to eight (8) persons per household. Similarly, housing units are to be priced to be affordable to households who could reasonably be expected to live within the housing units. For example, the current qualifying income for a household of one (1) that is seeking to qualify for an affordable efficiency or studio unit must be at or below \$75,840, as shown below within Table 6.

Table 6: 2025 Income Limits for UHAC Region 2¹⁹					
	1 Person	2 Person	3 Person	4 Person	5 Person
Median	\$94,800	\$108,300	\$121,800	\$135,300	\$146,200
Moderate	\$75,840	\$86,640	\$97,440	\$108,240	\$116,960
Low	\$47,400	\$54,150	\$60,900	\$67,650	\$73,100
Very-Low	\$28,440	\$32,490	\$35,540	\$40,590	\$43,860

¹⁸ U.S. Census Bureau, U.S. Department of Commerce. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2023, <https://data.census.gov/table/ACSDP5Y2023.DP04?q=Dover+town,+New+Jersey&t=Renter+Costs:Units+and+Stories+in+Structure&y=2023>.

¹⁹ New Jersey Housing Mortgage and Finance Agency, UHAC 2025 Affordable Housing Regional Income Limits by Household Size (2025). State of New Jersey. Retrieved from https://www.nj.gov/dca/hmfa/about/regulations/docs/UHAC_Income%20Limits.pdf.

To be affordable, a household should not be paying more than 28 percent of its gross income on principal, interest, taxes and insurance, subsequent to a minimum down payment of 5 percent. A rental unit is affordable if the household is paying no more than 30 percent of its income on rent and utilities. The following tables display the percentage of household income that is used for housing cost payments.

Table 7: Monthly Owner Cost as a Percentage of Household Income, 2023 (5-Year est.)²⁰			
Income Ranges	Percentage of Income	Number of Households	Percentage of Total Number of Households
Less than \$20,000	Less than 20%	-	0.0%
	20% to 29%	-	0.0%
	30% or more	100	5.4%
	Total	100	5.4%
\$20,000 to \$34,999	Less than 20%	-	0.0%
	20% to 29%	-	0.0%
	30% or more	59	3.2%
	Total	59	3.2%
\$35,000 to \$49,999	Less than 20%	-	0.0%
	20% to 29%	-	0.0%
	30% or more	63	3.4%
	Total	63	3.4%
\$50,000 to \$74,999	Less than 20%	12	0.6%
	20% to 29%	-	0.0%
	30% or more	189	10.2%
	Total	201	10.8%
\$75,000 or more	Less than 20%	478	25.7%
	20% to 29%	558	30.0%
	30% or more	402	21.6%
	Total	1,438	77.3%
Total Number of Households		1,861	100%

²⁰ U.S. Census Bureau, U.S. Department of Commerce. "Financial Characteristics for Housing Units With a Mortgage." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2506, 2023, <https://data.census.gov/table/ACSST5Y2023.S2506?q=Dover+town,+New+Jersey&t=Housing+Value+and+Purchase+Price&y=2023>.

Table 8: Gross Rent as a Percentage of Household Income, 2023 (5-Year est.) ²¹			
Income Ranges	Percentage of Income	Number of Households	Percentage of Total Number of Households
Less than \$20,000	Less than 20%	0	0.0%
	20% to 29%	0	0.0%
	30% or more	31	3.1%
	Total	31	3.1%
\$20,000 to \$34,999	Less than 20%	15	1.5%
	20% to 29%	25	2.5%
	30% or more	11	1.1%
	Total	51	5.2%
\$35,000 to \$49,999	Less than 20%	96	9.7%
	20% to 29%	27	2.7%
	30% or more	67	6.8%
	Total	190	19.2%
\$50,000 to \$74,999	Less than 20%	155	15.7%
	20% to 29%	42	4.3%
	30% or more	12	1.2%
	Total	209	21.2%
\$75,000 or more	Less than 20%	493	49.9%
	20% to 29%	14	1.4%
	30% or more	0	0.0%
	Total	507	51.3%
Total Number of Households		988	100%

²¹ U.S. Census Bureau, U.S. Department of Commerce. "Financial Characteristics for Housing Units Without a Mortgage." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2507, 2023, <https://data.census.gov/table/ACSST5Y2023.S2507?q=Dover+town,+New+Jersey&t=Mortgage+Costs&y=2023>.

C. Projected Housing Stock

According to the New Jersey Department of Community Affairs, the Town of Dover has issued building permits for a total of 313 single family housing units, multifamily housing units, and mixed-use housing units between 2013 and 2023.²²

Using New Jersey Department of Community Affairs (NJDCA) demolition data for the same period, the Town of Dover approved 25 demolition permits. This brings the net number of housing units added between the year 2013 and 2023 to 292. The building and demolition permit information is depicted within Table 9 below.²³

Table 9: Dwelling Units Authorized									
Year	Residential Building Permits Issued for New Construction				Residential Demolitions				Total Added
	1 & 2 Family	Multifamily	Mixed-Use	Total No. of Units	1 & 2 Family	Multifamily	Mixed-Use	Total No. of Units	
2013	4	0	0	4	1	0	0	1	3
2014	0	0	0	0	0	0	0	0	0
2015	7	0	1	8	0	0	0	0	8
2016	5	0	0	5	6	0	0	6	-1
2017	2	0	0	2	5	0	0	5	-3
2018	2	214	0	216	0	0	0	0	216
2019	4	0	0	4	0	4	0	4	4
2020	2	68	0	70	1	0	0	1	69
2021	2	0	0	2	7	0	0	7	-5
2022	0	0	0	0	0	0	0	0	0
2023	2	0	0	2	1	0	0	1	1
Total	30	282	1	313	21	4	0	25	292

²² NJ Department of Community Affairs. (n.d.). Housing Units Authorized by Building Permits for New Construction. Building Permits: Yearly Summary Data.

https://www.nj.gov/dca/codes/reporter/building_permits.shtml#2

²³ New Jersey Department of Community Affairs. (n.d.). Demolition Permits Yearly Summary Data.

https://www.nj.gov/dca/codes/reporter/demo_permits.shtml

D. Municipal Demographic Characteristics

As depicted in the chart below, the population of the Town of Dover has experienced steady population growth throughout the 20th Century, which included an almost doubling in population from 5,938 in 1900 to 11,174 in 1950. From 1950 to 2000, the Town of Dover saw a population increase of 7,014 residents to 18,188, which represents an increase of approximately 63%. Since 2000, population growth has slowed substantially to a current estimated count of 18,420, which represents an increase of only 232 residents, which represents an increase of approximately 13%. The North Jersey Transportation Planning Authority (NJTPA) conducted population projections for its jurisdiction which included the Town of Dover. The projections were calculated and estimated in January 2012. The projections show that the Town will keep growing through 2035. NJTPA's projections show a population increase of approximately 37% over the next ten years or until the end of the state's Fourth Round period.

Population density is a measure of the number of people residing within a given land area. As the table shows, Howell is of relatively low density given the amount of land area the Towns occupies. The table below displays Howell Town's population characteristics and projections.

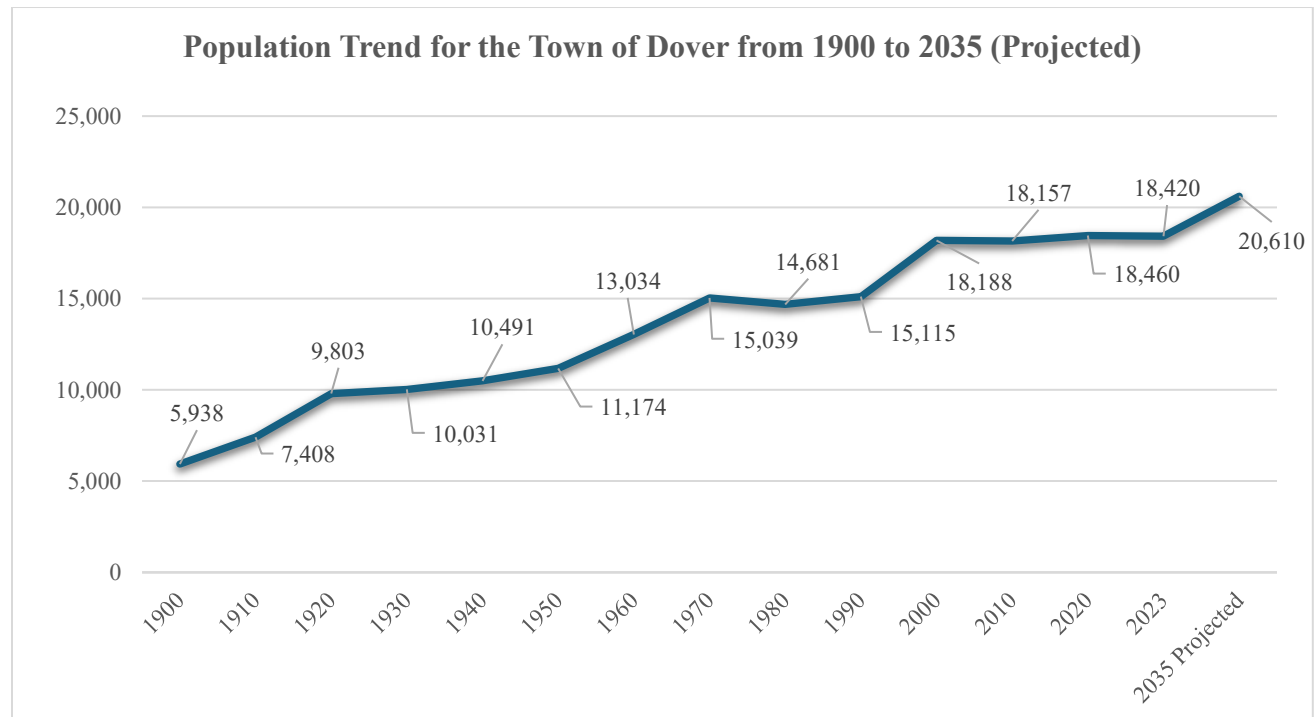
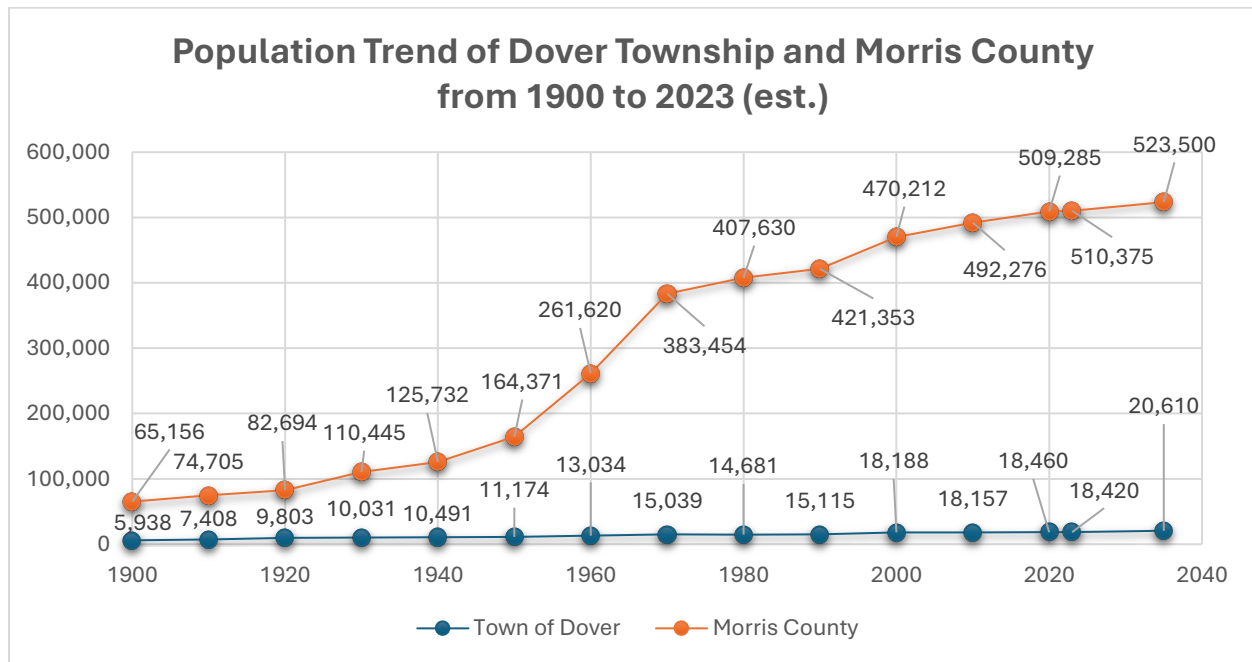


Table 10: Town of Dover Population Trend from 1900 to 2035			
Year	Population	Population Change	Percentage Change
1900	5,938	-	-
1910	7,408	+1,470	24.76%
1920	9,803	+2,395	40.33%
1930	10,031	+228	3.84%
1940	10,491	+460	7.75%
1950	11,174	+683	11.50%
1960	13,034	+1,860	31.32%
1970	15,039	+2,005	33.77%
1980	14,681	-358	-6.03%
1990	15,115	+434	7.31%
2000	18,188	+3,073	51.75%
2010	18,157	-31	-0.52%
2020	18,460	+303	5.10%
2023	18,420	-40	-0.67%
2035	20,610	+2,190	36.88%



As illustrated within Table 11, the age cohort breakdown of the Town of Dover is quite similar to that of the rest of Morris County. In addition, the residents of the Town of Dover and the residents of Morris County are close in the estimated median age. A breakdown of population by age for the town and the county is provided below:

Table 11: Population Comparison by Age				
Age Cohort	Town of Dover ²⁴		Morris County ²⁵	
Under 5 Years	735	3.99%	25,471	4.99%
5 to 14	2,171	11.79%	59,800	11.72%
15 to 24	2,437	13.23%	62,757	12.30%
25 to 34	2,344	12.73%	57,194	11.21%
35 to 44	2,523	13.70%	65,510	12.84%
45 to 54	2,626	14.26%	72,196	14.15%
55 to 64	2,893	15.71%	76,688	15.03%
Over 65	2,691	14.61%	90,759	17.78%
Total	18,420	100%	510,375	100%
Median Age	41		42.7	

As race is an important indicator of the equity and economic opportunity for all residents of a community, an analysis was performed on the change in the racial composition of the Town of Dover. As indicated below in Table 12, there were some significant changes in the population of residents who identified as white and residents who identified with another race. From 2010 to 2023, there was a sharp decline of approximately 57.8% (or 6,989 residents) in the number of white residents from 12,083 to 5,094. However, the opposite was observed during the aforementioned period for residents who identified with another race and those who identified with two or more races. For those who identified with some other race, there was an increase of approximately 113.3% (or 4,091 residents) from 2010 and 2023. For those who identified with two or more races, there was an increase of approximately 430.4% (or 3,323 residents). There were no significant population changes among other racial groups in the town. Overall, there was a net population increase of 263 residents from 2010 to 2023.

²⁴ U.S. Census Bureau, U.S. Department of Commerce. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2023, <https://data.census.gov/table/ACSDP5Y2023.DP05?q=Dover+town,+New+Jersey&y=2023>. Accessed on April 21, 2025.

²⁵ U.S. Census Bureau, U.S. Department of Commerce. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2023, <https://data.census.gov/table/ACSDP5Y2023.DP05?q=Morris+County,+New+Jersey&y=2023&d=ACS+5-Year+Estimates+Data+Profiles>. Accessed on April 22, 2025.

Table 12: Race						
Dover, 2010 Census and 2023 Census Estimates						
	2010 Census		2023 Census (est.)		Change, 2010 to 2023 (est.)	
	Number	Percent	Number	Percent	Number	Percent
Total Population	18,157	100%	18,420	100%	+263	1.4%
White	12,083	66.5%	5,094	27.7%	-6,989	-57.8%
Black or African American	1,108	6.1%	1,086	5.9%	-22	-2.0%
American Indian and Alaska Native	114	0.6%	42	0.2%	-72	-63.2%
Asian	461	2.5%	402	2.2%	-59	-12.8%
Native Hawaiian and Other Pacific Islander	9	0.0%	0	0.0%	-09	-100%
Some Other Race	3,610	19.9%	7,701	41.8%	+4,091	113.3%
Two or More Races	772	4.3%	4,095	22.2%	+3,323	430.4%

As shown in Table 13 below, the Town of Dover has become predominantly comprised of residents who identify as Hispanic or Latino. From 2010 to 2023, the population of Hispanic or Latino residents grew from an already significant proportion of approximately 67.5% in 2010 to approximately three-quarters (or 75%) of the town's population in 2023.

Table 13: Hispanic or Latino Population						
Dover, 2010 Census and 2023 Estimates						
Population Groups	2010 Census		2023 Census		Change, 2010 to 2023 (est.)	
	Number	Percentage	Number	Percentage	Number	Percentage
Total Population	18,222	100%	18,420	100%	+198	1.1%
Hispanic or Latino (of any race)	12,300	67.5%	13,807	75.0%	+1,507	12.3%
Mexican	2,239	12.3%	3,380	18.3%	+1,141	51.0%
Puerto Rican	2,193	12.0%	1,834	10.0%	-359	-16.4%
Cuban	28	0.2%	21	0.1%	-07	-25.0%
Other Hispanic or Latino	747	4.1%	8,572	46.5%	+7,825	1047.5%
Not Hispanic or Latino	5,922	32.5%	4,613	25.0%	-1,309	-22.1%

According to 2023 ACS estimates, the median household income in the Town of Dover was \$70,519. This was a little less than half of the median income for Morris County, which was \$134,579. A distribution of households by income for the Town of Dover and Morris County is presented within Table 12, Households by Income (\$) in 2023, below.

Table 14: Number of Households by Income 2023 (est.)		
Income	Dover	Morris County
Less than \$10,000	268	4,493
\$10,000 to \$14,999	134	2,859
\$15,000 to \$24,999	436	6,191
\$25,000 to \$34,999	550	7,005
\$35,000 to \$49,999	722	9,839
\$50,000 to \$74,999	1,499	19,569
\$75,000 to \$99,999	839	19,609
\$100,000 to \$149,999	1,118	35,673
\$150,000 or more	889	87,954
Median Household Income	\$70,519	\$134,579

The average household size in the Town of Dover in 2023, according to 2023 estimates, was 2.95 persons per household. The town had a total of 6,455 households. Of which, 57.2% or 3,697 were a part of family households, and 42.7% or 2,758 households were a part of non-family households. The distribution of household types is illustrated within Table 15, Household by Types in 2023, below.

Table 15: Households by Type from 2023 (est.)		
Household Type	Number	Percent
Total households	6,455	100%
Married-couple household:	3,023	46.8%
With children of the householder under 18 years	1,556	24.1%
With no children of the householder under 18 years	1467	22.7%
Cohabiting couple household:	674	10.4%
With children of the householder under 18 years	348	5.4%
With no children of the householder under 18 years	326	5.1%
Female householder, no spouse or partner present:	1,751	27.1%
Living alone	1,003	15.5%
With children of the householder under 18 years	194	3.0%
With relatives, no children of the householder under 18 years	505	7.8%
With only nonrelatives present	49	0.8%
Male householder, no spouse or partner present:	1,007	15.6%
Living alone	465	7.2%
With children of the householder under 18 years	61	0.9%
With relatives, no children of the householder under 18 years	425	6.6%
With only nonrelatives present	56	0.9%
<i>Source: 2023 ACS 5-Year Estimate, Households by Type</i>		

E. Employment Characteristics

A major factor determining the affordability of housing in a community is the composition of the workforce. As shown below in Table 16, 2023 ACS estimates indicated that there was a total of 10,391 residents who were 16 years and older, of which 9,107 (or 87.6%) work in the private sector and 740 were government employees.²⁶

Table 16: Classification of Workers		
	Number	Percentage of Total
Private for-profit wage and salary workers	9,107	87.6%
Government workers	740	7.1%
Self-employed in own not incorporated business workers	530	5.1%
Unpaid family workers	14	0.1%
Total	10,391	100.0%

An analysis of the employees (over the age of 16) indicates that workers residing in the Town of Dover were involved in a broad array of economic sectors. As depicted in Table 17 below, the highest concentration of workers at 15.7% (or 1,636 employees) of the total workforce was in professional, scientific, and management, and administrative, and waste management services. The next largest sector of employment in the town was educational services, and health care and social assistance, which constituted 15% (or 1,562 employees) of the workforce. When compared with the rest of Morris County, the first and second largest employment sectors in the town are in the reverse with respect to the rest of the county in which the educational services, and health care and social assistance represents 22.7% (of 61,498 workers) and professional, scientific, and management, and administrative, and waste management services represents 17.2% (or 46,480 workers) of the overall workforce.²⁷

²⁶ U.S. Census Bureau, U.S. Department of Commerce. "Selected Economic Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP03, 2023, <https://data.census.gov/table/ACSDP5Y2023.DP03?q=Dover+town,+New+Jersey&t=Class+of+Worker:Employee+nt:Industry&y=2023>.

²⁷ Ibid.

Table 17: Workforce by Sector				
	Dover		Morris County	
Sector	No. of Employees	Percentage of Workforce	No. of Employees	Percentage of Workforce
Agriculture, forestry, fishing and hunting, and mining	23	0.2%	622	0.2%
Construction	1,000	9.6%	14,225	5.3%
Manufacturing	1,515	14.6%	31,219	11.5%
Wholesale trade	205	2.0%	7,288	2.7%
Retail trade	1,119	10.8%	25,976	9.6%
Transportation and warehousing, and utilities	790	7.6%	11,299	4.2%
Information	178	1.7%	7,879	2.9%
Finance and insurance, and real estate, and rental and leasing	426	4.1%	27,313	10.1%
Professional, scientific, and management, and administrative, and waste management services	1,636	15.7%	46,480	17.2%
Educational services, and health care and social assistance	1,562	15.0%	61,498	22.7%
Arts, entertainment, and recreation, and accommodation and food services	1,198	11.5%	17,628	6.5%
Other services, except public administration	568	5.5%	10,296	3.8%
Public administration	171	1.6%	9,214	3.4%
Total	10,391	100%	270,937	100%

In addition, in order to understand what implications this employment data has for the Town and to understand what the employment field and area trends are for Town of Dover and Morris County, the New Jersey Department of Labor (“NJDOLE”) has prepared projections, which analyze the expected increase or decrease in a particular employment sector by the year 2032. This data has been summarized and is illustrated within Table 18.

Table 18: Morris County Projected Employment				
Industry	2022 Estimated Employment	2032 Projected Employment	Numeric Change	Outlook
Utilities	524	525	+1	Stable
Construction	12,493	12,677	+184	Stable
Manufacturing	19,734	20,102	+368	Stable
Wholesale Trade	16,402	17,724	+1,322	Growing
Retail Trade	27,834	27,060	-774	Declining
Transportation and Warehousing	8,559	8,960	+401	Stable
Information	4,384	3,978	-406	Declining
Finance and Insurance	20,848	21,084	+236	Stable
Real Estate and Rental and Leasing	4,707	4,475	-232	Declining
Professional, Scientific, and Technical Services	48,227	52,569	+4,342	Growing
Management of Companies and Enterprises	12,250	12,218	-32	Declining
Administrative and Support and Waste Management and Remediation	28,405	29,089	+684	Stable
Educational Services	24,442	25,302	+860	Stable
Health Care and Social Assistance	41,298	45,497	+4,199	Growing
Arts, Entertainment, and Recreation	4,667	6,157	+1,490	Growing
Accommodation and Food Services	19,794	21,530	+1,736	Growing
Other Services	13,073	14,216	+1,143	Growing
Government	13,901	13,808	-93	Declining
Total (All Industries)	342,405	358,579	+16,174	Stable
<i>Source: New Jersey Department of Labor and Workforce Development, Industry Projections 2022-2032 (Industry Sector Information)</i>				

As indicated above in Table 18, it is projected that by 2032 employment will increase in many industries and overall the economy is expected to grow by 16,174 jobs in Morris County. Professional, scientific, and technical services are anticipated to realize the largest growth increase during the 2022-2032 time period.

Fair Share Plan

A. Introduction

The Mt. Laurel decisions established that every municipality is responsible for its “fair share” of a regional affordable housing need. COAH, pursuant to the Fair Housing Act, was responsible for defining regions and developing criteria for establishing each municipality’s share of the regional need. The Town of Dover is located within Affordable Housing Region 2, consisting of Essex, Morris, Union, and Warren Counties.

As previously mentioned, on December 20, 2004, COAH’s third round substantive and procedural rules became effective. On January 25, 2007, the Appellate Division of the Superior Court of New Jersey delivered an opinion which sustained, and invalidated certain sections of N.J.A.C. 5:94. In particular, this opinion affected all municipalities’ ability to precisely determine their Cycle III affordable housing fair share, and also called into question certain compliance techniques used since December 20, 2004 to address “growth share” obligations. COAH subsequently adopted revised third round regulations resulting from the Appellate Division decision, which became effective on September 22, 2008. The third round rules employ a significantly different methodology than the first and second round rules. COAH adopted a “growth share” methodology, in which the need for affordable housing is based upon projected growth by a municipality, instead of the municipality being assigned a specific number of new construction affordable units to be provided independent of actual growth.

In 2013 the Supreme Court affirmed the Appellate Division’s decision and directed COAH to adopt new rules, based on the Prior Round methodology; however, the COAH board reached an impasse at its October 2014 meeting and failed to adopt any Third Round rules. To establish an orderly compliance review and approval process by trial courts, the Supreme Court provided a 90 day period before its decision would take effect, on June 8, 2015. The Court also established a 30 day deadline, July 8, 2015, for municipalities that had been in the COAH process to file a declaratory judgment and seek judicial review of their fair share housing plans by trial courts. On and after July 9, 2015 interested parties were able to file noncompliance action against a municipality.

Following the July 8, 2015 deadline to file a declaratory judgment, accepted municipalities were given five (5) months to complete a Third Round Housing Element and Fair Share Plan. The Supreme Court stated that Third Round housing obligations are to be determined based on the First and Second Round rules.

The Town of Dover’s Fair Share Plan is broken up into a Present Need or Rehabilitation Obligation and Prospective Need Obligation. The Town’s fair share obligations were calculated by the Department of Community Affairs that was published on October 18, 2024. The table in Section F outlines the Town’s affordable housing obligation.

B. Content of 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 that sets forth a detailed timeline for units to be provided.

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

- Rehabilitation of existing substandard housing units;
- ECHO 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

C. Regional Income Limits

Dwelling units are affordable to low- and moderate-income households if the maximum sales price or rental cost is within their ability to pay such costs, based on a specific formula. The State provides income limits based upon the median gross household income of the affordable housing region in which the household is located. A moderate-income household is one with a gross household income equal to or more than 50%, but less than 80%, of the median gross regional household income. A low-income household is one with a gross household income equal to 50% or less than the median gross regional household income. Very low-income households are those with a gross household income equal to 30% or less of the median gross household income.

As noted in Table 6 of the Housing Element and again in Table 1 below, New Jersey's Department of Community Affairs' (DCA) 2025 regional income limits establishes that a four-person moderate-income household has a cap of \$108,240 in Region 2. Single-person households could make up to \$75,840 and be considered a moderate-income household or earn up to \$47,400 and be considered a low-income household.

Table 1: 2025 Income Limits for UHAC Region 2²⁸					
	1 Person	2 Person	3 Person	4 Person	5 Person
Median	\$94,800	\$108,300	\$121,800	\$135,300	\$146,200
Moderate	\$75,840	\$86,640	\$97,440	\$108,240	\$116,960
Low	\$47,400	\$54,150	\$60,900	\$67,650	\$73,100
Very-Low	\$28,440	\$32,490	\$35,540	\$40,590	\$43,860

D. First and Second Round Obligation

As noted above, The Town of Dover began its Mount Laurel and Fair Share Housing Act compliance on July 24, 1996, when the Town adopted a Second Round Housing Element, which was followed by a petition to the then-Council on Affordable Housing (COAH) for substantive certification for the 1987-1999 period and receiving substantive certification on December 4, 1996 (Resolution No. 64-99). The Town was given a 6-unit Present Need or Rehabilitation obligation by COAH for the 1987-1999 period. The Town addressed this entire obligation at that time.

E. Third Round Obligation

As noted above, The Town's Third Round obligation for the 1999-2025 period required an agreement with a Supreme Court-designated interest party, the Fair Share Housing Center (FSHC), following their report published on May 17, 2016. The FSHC report calculated a Present Need or Rehabilitation obligation of 312 units, Prior Round (1987-1999) obligation of 6 units, Third Round Gap Period (1999-2015) obligation of 105 units, and a Third-Round obligation of 150 units. Following the submission of a settlement agreement with the FSHC to the Court on June 16, 2016, a Third-Round obligation of 178 units was established. The Town addressed its Third-Round obligation with a Housing Element and Fair Share Plan adopted on August 24, 2016. The 2016 Housing Element and Fair Share Element included three 100% affordable housing projects, all of which have been constructed, along with carryover surplus family housing credits and carryover senior housing credits from the Prior Round. The table below indicates the status of these projects above.

Site	Credit Type	Credits	Status
Habit for Humanity, Harding Avenue	100% affordable	4	Completed
Habitat for Humanity, Monmouth St.	100% affordable	1	Completed
Pennrose Properties Veterans Housing	100% affordable	116	Completed
Carry-over Credits from Prior Round		56	Completed
Totals		180	

²⁸ New Jersey Housing Mortgage and Finance Agency, UHAC 2025 Affordable Housing Regional Income Limits by Household Size (2025). State of New Jersey. Retrieved from https://www.nj.gov/dca/hmfa/about/regulations/docs/UHAC_Income%20Limits.pdf.

F. Fourth Round Obligation

The total cumulative affordable housing obligation consists of two components: the Present Need (Rehabilitation) and Prospective Need (New Construction). The Town of Dover's prospective need of 113 units represents 0.55% of the Region 2's total prospective need of 20,506 units.

Fourth Round Obligation	
Present Need (Rehabilitation) Obligation	349
Prospective Need (New Construction) Obligation	113
Total Fourth Round Obligation	462

G. Present Need (Rehabilitation) Obligation

As indicated above, Dover has a Present Need (Rehabilitation) obligation for the Fourth Round of 349 units. The Town will address this obligation by continuing to administer the Town's municipal Home Improvement Program, which is available to both owners and renters. In addition, the Town will continue to participate in the Morris County Housing Rehabilitation Program, which is established through an interlocal agreement and utilizes Community Development Block Grant (CDBG) funds. The Town will utilize funds from the Town's affordable housing trust fund to fund this program.

Pursuant to COAH's rules that allow municipalities to utilize money collected from development fees for this purpose, the Town shall set aside monies from its affordable housing trust fund account to be made available to income-qualified households to participate in the program. A copy of the Town's Fourth Round Spending Plan is appended to this Fair Share Plan.

H. Prospective Need (New Construction) Obligation

As established in Section F above, Dover has a Fourth Round Prospective Need obligation of 113 units. The Town will satisfy the entirety of this 113-unit obligation by evenly distributing Dover's obligation on its five (5) active redevelopment sites in the heart of the downtown area as listed below.

Site	Affordable Units (1)	Bonus Credits (2)	Total Credits
Block 1201 Lot 6 (Bassett Site)	17	↓	↓
Block 1803 Lot 11 (Lot "B")	17	↓	↓
Block 1219 Lot 4 (Lot "C")	17	↓	↓
Block 510 Lot 6 (NJ Transit Yard)	17	↓	↓

Block 1205 Lots 1, 2,10, 11, 12, 13 Block 1206 Lot 16 (Harry Loory)	17	↓	↓
Totals	85	28	113

Footnotes:

- (1) Affordable unit count based on location and ownership (private vs public)
- (2) Bonus credits are applied for redevelopment and transit-oriented development (TOD) units, up to 25% of the municipality's Prospective Need (see below).

In New Jersey's Fourth Round of affordable housing mandates, municipalities can earn bonus credits to reduce their overall affordable housing obligation. These bonuses are capped at 25% of the municipality's prospective need. Several types of projects can qualify for bonus credits, including those with special needs housing, those developed by non-profit organizations, and those located near transit options, among others. Types of bonus credits include the following:

- Special Needs Housing: One full bonus credit is available for units in special needs housing.
- Non-Profit Developer Housing: Half a bonus credit is awarded for units developed by a non-profit developer.
- Transit-Oriented Affordable Housing: Half a bonus credit is given for affordable housing units located within a half-mile of transit (rail or bus).
- Age-Restricted Housing: Half a bonus credit is available for age-restricted units, but only up to 15% of the total age-restricted housing provided.
- Three-Bedroom Family Housing: Half a bonus credit is granted for three-bedroom family units exceeding the minimum requirements set by the Uniform Housing Affordability Controls (UHAC).
- Redevelopment: Half a bonus credit is awarded for affordable housing units developed on land previously used for commercial, retail, or office space.
- Rental Affordability Controls: Half a bonus credit is given for extending rental affordability controls on existing units.
- 100% Affordable Development: Half a bonus credit is granted for developments where the municipality provides land or funding for at least 10% of the project cost, and the development is 100% affordable.
- Very Low-Income Units: Half a bonus credit is awarded for each very low-income unit exceeding the minimum required number.
- Market to Affordable Units: Half a bonus credit is given for units that are converted from market-rate to affordable, and the municipality has site control or an agreement with the landowner.
- Supportive and Special Needs Bedrooms: One full bonus credit is given for supportive and special needs bedrooms.

As noted above, The Town will satisfy the entirety of its 113-unit Prospective Need obligation by The Town will satisfy the entirety of this 113-unit obligation by evenly distributing Dover's obligation on its five (5) active redevelopment sites in the heart of the downtown area to produce

85 affordable units and 28 bonus credits applying one-half credit per unit for redevelopment and one-half credit for transit-oriented development, up to 25% of the municipality's prospective need. A description of the sites follows:

Block 1201 Lot 6 (Bassett Highway Site)

The property comprises approximately 9.36 acres adjacent to the Rockaway River and within short walking distance of the NJ Transit Train Station. It is developed with an old commercial/industrial building along the property's Bassett Highway frontage. The site is dominated by a large surface parking lot behind the building that extends to the river. Maps and photographs are provided below.

The entire site has been declared an area in need of redevelopment. The Town is adopting a redevelopment plan that permits multilevel multifamily or mixed-use development and requires 17 affordable units.

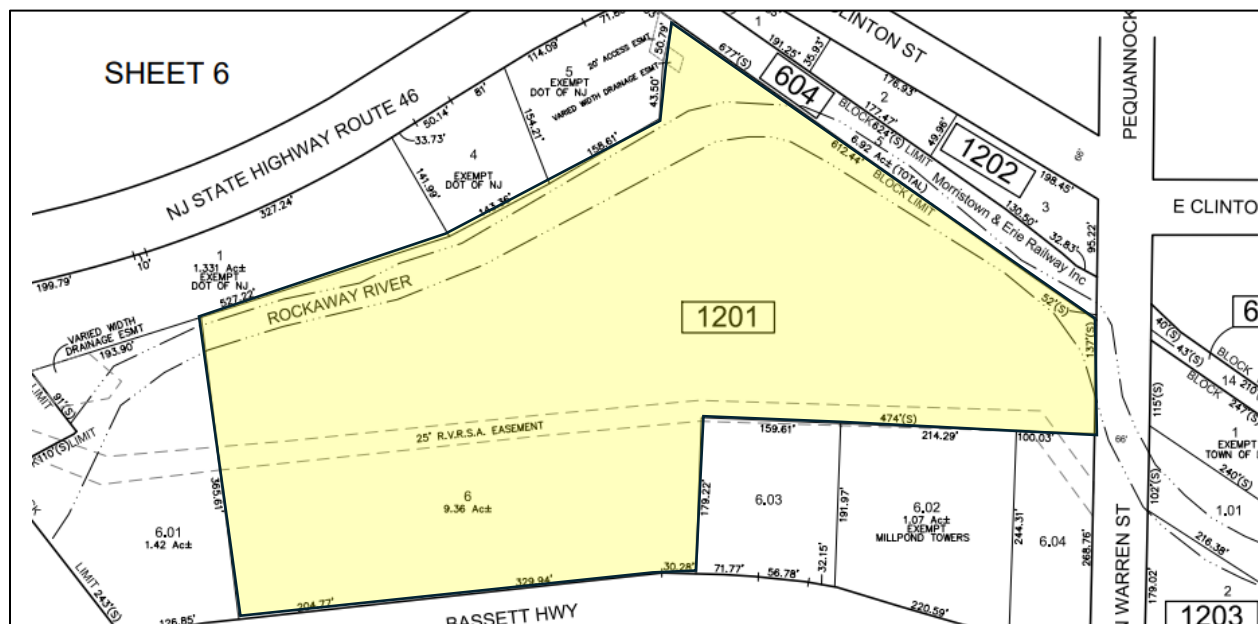


Figure 1 – Tax Map of Subject Site



Figure 2 – Aerial satellite image of subject site



Figure 3 – Aerial drone photograph of subject site



Figure 4 – Ground photograph of subject site

The Bassett Highway site (Block 1201 Lot 6) satisfies the regulatory criteria of N.J.A.C. 5:93-1 that sites designated to produce affordable housing shall be available, approvable, developable and suitable, as follows:

- **“Available site” shall mean a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.**

The site satisfies this criterion because it has clear title and is free of encumbrances which preclude development of affordable housing. The site is controlled by parties with ongoing and approved residential development projects and is available to help the municipality meet its Prospective Need obligation. The site is predominately paved over. The site is in a flood zone but based on preliminary analysis it can be developed in accordance with NJDEP regulations and in accordance with the rules and regulations of all agencies with jurisdiction over the site. The site is within walking distance of the train station.

- **“Suitable site” shall mean a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.**

The site satisfies this criterion because it is adjacent to compatible land uses and has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4. The site is well suited for inclusionary development because it has excellent accessibility and connectivity to mass transit, downtown amenities, a future river walk, and regional and local road networks; and because inclusionary housing is compatible with the variety of uses in the area. The site is also well suited for inclusionary

housing by virtue of its sheer size, which offers excellent spatial capacity to accommodate the scale of development proposed.

- **“Developable site” shall mean a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by DEP.**

The site satisfies this criterion because adequate sewer and water, as defined under N.J.A.C. are available to the site. Based on cursory analysis, there are no evident water capacity or sewer capacity issues that would interfere with the proposed development. The site is in a Sewer Service Area, a water service area, and is covered by electric, gas, and broadband utility services.

- **“Approvable site” shall mean a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing.**

This criterion is met because the site can be developed consistent with NJDEP regulations and in accordance with the Residential Site Improvement Standards (RSIS), N.J.A.C. 5:21, where applicable, and/or deviations from those standards can be done in accordance with N.J.A.C. 5:21-3, based on conceptual plans that have been presented to the Town. The Town is adopting a redevelopment plan that permits the above densities and set-asides such that a compliant project would be approvable.

The site can produce affordable housing consistent with the State Development and Redevelopment Plan (SDRP). The site is located within Planning Area 1 of the SDRP, which is the highest targeted growth zone in the state plan. Pursuant to N.J.A.C. 5:97-3.13.(b), sites that are located in Planning Areas 1 or 2 or located within a designated center or located in an existing sewer service area are the preferred location for municipalities to address their fair share obligation.

Block 1803 Lot 11 (“Lot B” Dover Parking Authority)

The property comprises approximately 3.88 acres within short walking distance of the NJ Transit Train Station. It is developed as a surface parking lot for commuters known as “Lot B”. Maps and photographs of the site are provided below.

The entire site has been declared an area in need of redevelopment. The Town is adopting a redevelopment plan that permits multilevel multifamily or mixed-use development and requires 17 affordable units.

A wide-angle photograph of a large, cracked asphalt parking lot in the foreground. In the background, there is a hillside with several houses, including a prominent white house with a steeple. A yellow building is visible on the left side of the hill. The sky is clear and blue.

Page | 31

The “Lot B” Dover Parking Authority site (Block 1803 Lot 11) satisfies the regulatory criteria of N.J.A.C. 5:93-1 that sites designated to produce affordable housing shall be available, approvable, developable and suitable, as follows:

- **“Available site” shall mean a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.**

The site satisfies this criterion because it has clear title and is free of encumbrances which preclude development of affordable housing. The site is controlled by the Dover Parking Authority and is available to help the municipality meet its Prospective Need obligation. The site is predominately paved over. The site is in a flood zone but based on preliminary analysis it can be developed in accordance with NJDEP regulations and in accordance with the rules and regulations of all agencies with jurisdiction over the site. The site is within walking distance of the train station.

- **“Suitable site” shall mean a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.**

The site satisfies this criterion because it is adjacent to compatible land uses and has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4. The site is well suited for inclusionary development because it has excellent accessibility and connectivity to mass transit, downtown amenities, a future river walk, and regional and local road networks; and because inclusionary housing is compatible with the variety of uses in the area. The site is also well suited for inclusionary housing by virtue of its sheer size, which offers excellent spatial capacity to accommodate the scale of development proposed.

- **“Developable site” shall mean a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by DEP.**

The site satisfies this criterion because adequate sewer and water, as defined under N.J.A.C. are available to the site. Based on cursory analysis, there are no evident water capacity or sewer capacity issues that would interfere with the proposed development. The site is in a Sewer Service Area, a water service area, and is covered by electric, gas, and broadband utility services.

- **“Approvable site” shall mean a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing.**

This criterion is met because the site can be developed consistent with NJDEP regulations and in accordance with the Residential Site Improvement Standards (RSIS), N.J.A.C. 5:21, where applicable, and/or deviations from those standards can be done in accordance with N.J.A.C. 5:21-3. The Town is adopting a redevelopment plan that permits the above densities and set-asides such that a substantially compliant project would be approvable.

The site can produce affordable housing consistent with the State Development and Redevelopment Plan (SDRP). The site is located within Planning Area 1 of the SDRP, which is the highest targeted growth zone in the state plan. Pursuant to N.J.A.C. 5:97-3.13.(b), sites that are located in Planning Areas 1 or 2 or located within a designated center or located in an existing sewer service area are the preferred location for municipalities to address their fair share obligation.

Block 1219 Lot 4 (“Lot C” Dover Parking Authority)

The property comprises approximately 39,250 square feet within short walking distance of the NJ Transit Train Station. It is developed as a surface parking lot for commuters known as “Lot C”. Maps and photographs of the site are provided below.

The entire site has been declared an area in need of redevelopment. The Town is adopting a redevelopment plan that permits multilevel multifamily or mixed-use development and requires 17 affordable units.

The “Lot C” Dover Parking Authority site (Block 1219 Lot 4) satisfies the regulatory criteria of N.J.A.C. 5:93-1 that sites designated to produce affordable housing shall be available, approvable, developable and suitable, for the same reasons set forth for “Lot B” above. “Lot C” is adjacent to “Lot B” and is effectively a continuation of same, therefore the same suitability criteria would apply.

A photograph of a parking lot with several cars parked. In the background, there are bare trees and a building with a steeple. A chain-link fence is visible in the foreground on the right.

Page | 34

Block 510 Lot 6 (NJ Transit Maintenance Yard)

The property comprises approximately 1.94 acres within short walking distance of the NJ Transit Train Station. It is developed as is developed as a NJ Transit maintenance yard and contains a brick maintenance building and various rail cars and storage containers. Maps and photographs of the site are provided below.

The entire site has been declared an area in need of redevelopment. The Town is adopting a redevelopment plan that permits multilevel multifamily or mixed-use development and requires 17 affordable units.

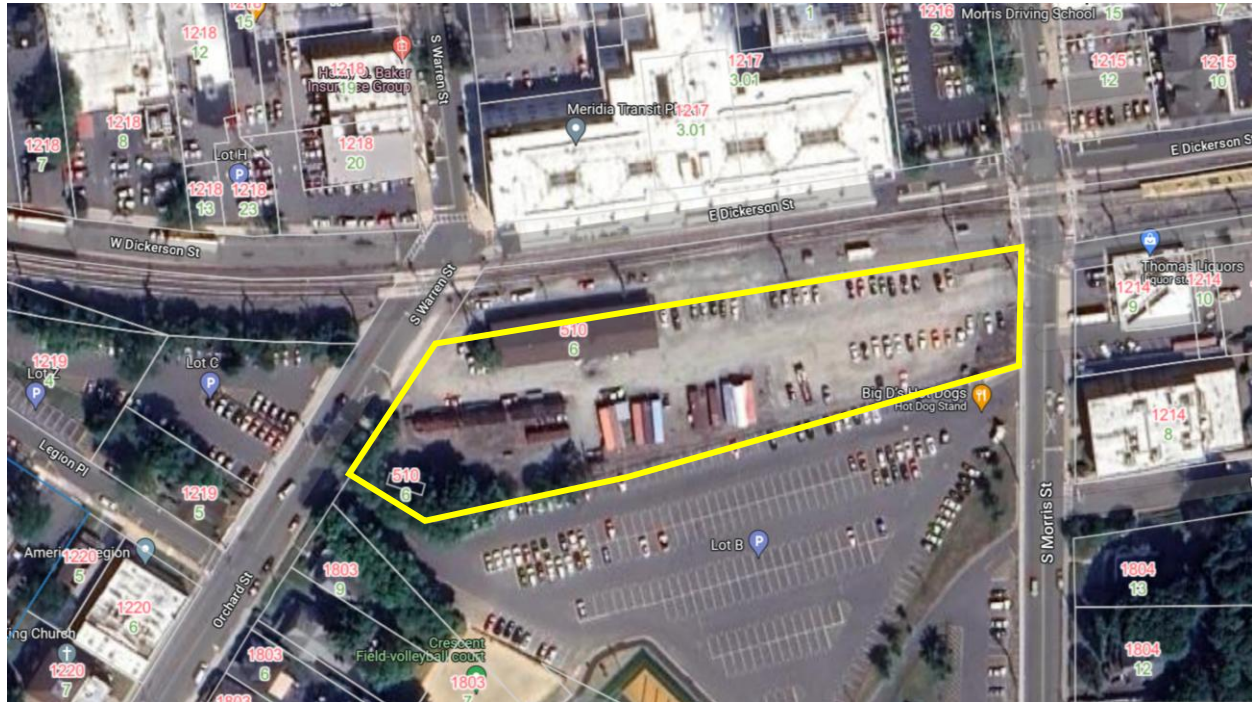


Figure 9 ~ Aerial satellite imagery of subject site and surroundings(njpropertyrecords.com)



Figure 10 ~ Views of subject site and surroundings (taken by John McDonough on February 21, 2025)

The NJ Transit Maintenance Yard (Block 510 Lot 6) satisfies the regulatory criteria of N.J.A.C. 5:93-1 that sites designated to produce affordable housing shall be available, approvable, developable and suitable, as follows:

- **“Available site” shall mean a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.**

The site satisfies this criterion because it has clear title and is free of encumbrances which preclude development of affordable housing. The site is controlled by NJ Transit and the Town is working with NJ Transit to relocate the facility to make this site available to help the municipality meet its Prospective Need obligation. The site is predominately paved over. The site is in a flood zone but based on preliminary analysis it can be developed in accordance with NJDEP regulations and in accordance with the rules and regulations of all agencies with jurisdiction over the site. The site is within walking distance of the train station.

- **“Suitable site” shall mean a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.**

The site satisfies this criterion because it is adjacent to compatible land uses and has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4. The site is well suited for inclusionary development because it has excellent accessibility and connectivity to mass transit, downtown amenities, a future river walk, and regional and local road networks; and because inclusionary housing is

compatible with the variety of uses in the area. The site is also well suited for inclusionary housing by virtue of its sheer size, which offers excellent spatial capacity to accommodate the scale of development proposed.

- **“Developable site” shall mean a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by DEP.**

The site satisfies this criterion because adequate sewer and water, as defined under N.J.A.C. are available to the site. Based on cursory analysis, there are no evident water capacity or sewer capacity issues that would interfere with the proposed development. The site is in a Sewer Service Area, a water service area, and is covered by electric, gas, and broadband utility services.

- **“Approvable site” shall mean a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing.**

This criterion is met because the site can be developed consistent with NJDEP regulations and in accordance with the Residential Site Improvement Standards (RSIS), N.J.A.C. 5:21, where applicable, and/or deviations from those standards can be done in accordance with N.J.A.C. 5:21-3. The Town is adopting a redevelopment plan that permits the above densities and set-asides such that a substantially compliant project would be approvable.

The site can produce affordable housing consistent with the State Development and Redevelopment Plan (SDRP). The site is located within Planning Area 1 of the SDRP, which is the highest targeted growth zone in the state plan. Pursuant to N.J.A.C. 5:97-3.13.(b), sites that are located in Planning Areas 1 or 2 or located within a designated center or located in an existing sewer service area are the preferred location for municipalities to address their fair share obligation.

Block 1205 Lots 1, 2, 10, 11, 12, 13 and Block 1206 Lot 16 (“Harry Loory” site)

The property comprises approximately 1.03 acres within short walking distance of the NJ Transit Train Station. It is developed as the former Harry Loory furniture store, which is now closed and vacant. Maps and photographs of the site are provided below.

The entire site is being declared an area in need of redevelopment. The Town is adopting a redevelopment plan that permits multilevel multifamily or mixed-use development and requires 17 affordable units.



Figure 11 ~ Aerial satellite imagery of subject site and surroundings(njpropertyrecords.com)



Figure 12 ~ View of subject site and surroundings (taken by John McDonough on February 21, 2025)

The “Harry Loory” site (Block 1205 Lots 1, 2, 10, 11, 12, 13 and Block 1206 Lot 16) satisfies the regulatory criteria of N.J.A.C. 5:93-1 that sites designated to produce affordable housing shall be available, approvable, developable and suitable, as follows:

- **“Available site” shall mean a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.**

The site satisfies this criterion because it has clear title and is free of encumbrances which preclude development of affordable housing. The site is controlled by parties with ongoing and approved residential development projects and is available to help the municipality meet its Prospective Need. The site is now vacant. The site is in a flood zone but based on preliminary analysis it can be developed in accordance with NJDEP regulations and in accordance with the rules and regulations of all agencies with jurisdiction over the site. The site is within walking distance of the train station.

- **“Suitable site” shall mean a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.**

The site satisfies this criterion because it is adjacent to compatible land uses and has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4. The site is well suited for inclusionary development because it has excellent accessibility and connectivity to mass transit, downtown amenities, a future river walk, and regional and local road networks; and because inclusionary housing is compatible with the variety of uses in the area. The site is also well suited for inclusionary housing by virtue of its sheer size, which offers excellent spatial capacity to accommodate the scale of development proposed.

- **“Developable site” shall mean a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by DEP.**

The site satisfies this criterion because adequate sewer and water, as defined under N.J.A.C. are available to the site. Based on cursory analysis, there are no evident water capacity or sewer capacity issues that would interfere with the proposed development. The site is in a Sewer Service Area, a water service area, and is covered by electric, gas, and broadband utility services.

- **“Approvable site” shall mean a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing.**

This criterion is met because the site can be developed consistent with NJDEP regulations and in accordance with the Residential Site Improvement Standards (RSIS), N.J.A.C. 5:21, where applicable, and/or deviations from those standards can be done in accordance with N.J.A.C. 5:21-3. The Town is adopting a redevelopment plan that permits the above densities and set-asides such that a substantially compliant project would be approvable.

The site can produce affordable housing consistent with the State Development and Redevelopment Plan (SDRP). The site is located within Planning Area 1 of the SDRP, which is the highest targeted growth zone in the state plan. Pursuant to N.J.A.C. 5:97-3.13(b), sites that are located in Planning Areas 1 or 2 or located within a designated center or located in an existing sewer service area are the preferred location for municipalities to address their fair share obligation.

I. Commentary on Realistic Development Potential and Unmet Need

The Town of Dover is a fully developed community and is therefore entitled to adjust its Prospective Need obligation in accordance with a procedure set forth in the FHA. Specifically, N.J.S.A. 52:27D-310.1 permits municipalities to perform a realistic development potential (RDP) analysis by seeking a vacant land adjustment (VLA).

An RDP analysis requires an identification of vacant sites and underutilized sites in a municipality. Municipalities are required to consider all privately- and municipally-owned vacant parcels, as well as underutilized sites such as driving ranges, farms in SDRP Planning Areas 1 and 2, nurseries, golf courses not owned by their members, and non-conforming uses.

However, municipalities are also permitted to eliminate a site or a portion of a site based on a variety of factors, including: lands dedicated for public uses other than housing since 1997; park lands or open space; vacant contiguous parcels in private ownership of a size which would accommodate fewer than five housing units; historic and architecturally important sites listed on the State Register of Historic Places or the National Register of Historic Places; preserved architectural lands; sites designated for active recreation; and environmentally sensitive lands.

The Town's Third Round Prospective Need obligation was adjusted by a Vacant Land Adjustment (VLA), which included an RDP analysis and concluded that the Town's RDP obligation was one (1) unit. Dover continues to lack vacant, developable land and is entitled to rely on its previous Vacant Land Adjustment which established its RDP. This is determined by COAH's rules regarding same at N.J.A.C. 5:97-5.1(c) and (d), which state that:

A vacant land adjustment that was granted as part of a (previous) round certification or judgment of compliance shall continue to be valid provided the municipality has implemented all of the terms of the substantive certification or judgment of compliance. If the municipality failed to implement the terms of the substantive certification or judgment of compliance, the Council may reevaluate the vacant land adjustment.

Further, a municipal RDP obligation is considered “fixed” and shall not be revisited absent a changed circumstance. FSHC vs Twp. of Cherry Hill, 173 NJ 303 (2002) is the leading case that required a possible recalibration of an RDP based upon “changed circumstances.” Based on a review of all development applications in Dover since 2018 and a review of all vacant lots in private and public ownership (Class 1 and Class 15), as well as all farm qualified (Class 3B) properties within Planning Areas 1 and 2 in the Town, there are no changed circumstances that warrant a recalibration of the RDP. Thus, Dover’s RDP remains at one (1) unit.

The difference between the Township’s Prospective Need obligations and its RDP obligations is what is known as Unmet Need. Whereas the RDP obligations must be affirmatively addressed by the Town, addressing Unmet Need involves a lower standard as the entire Unmet Need obligation does not have to be fully satisfied by 2035. Dover has addressed its Unmet Need of 112 units on the sites that were described above.

J. Development Fees

Dover will continue to collect residential and non-residential development fees as permitted under the State-wide Non-Residential Fee Act and the Town’s Development Fee Ordinance was adopted in November 2005 and approved by COAH in December 2005. These funds will be utilized to satisfy the Town’s obligation, provide affordability assistance, to pay for administrative costs as permitted by law and to utilize funds to rehabilitate affordable housing units through the on-going Town Rehabilitation Program. The Development Fee Ordinance may be updated to address changes in the current development fee regulations.

K. Summary of Mechanisms & Credit

The table in Section H above provided a summary of the mechanisms, credits and bonuses this HEFSP proposes. It should be noted that N.J.A.C. 5:93-5.1 permits the Rehabilitation Obligation to be satisfied through new construction credits. As the Fourth Round progresses, the Town may decide to instead utilize surplus Fourth Round credits towards the Rehabilitation Obligation. Dover preserves this right to shift surplus Third Round credits to satisfy the Rehabilitation Obligation at some point in the future.

L. Implementation Schedule

The Town has designated all five sites that are identified in this HEFSP as areas in need of redevelopment pursuant to the Local Housing and Redevelopment Law, N.J.S.A 40A 12A. and authorized the preparation of redevelopment plans which are appended to this HEFSP. All the redevelopment plans appended herein are to be scheduled for hearing before the Planning Board in July/August 2025 and for adoption by Council thereafter. The Town’s rehabilitation program will continue for the next 10 years utilizing available funding.

M. Spending Plan

The Town of Dover has prepared a Spending Plan to address its planned disbursement of funds collected through the Town's adopted development fee ordinance. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the Town on November 7, 2005 and approved by the COAH on December 19, 2005. A copy of this Ordinance and the COAH certification is included in the Appendix. The ordinance establishes the Town of Dover's affordable housing trust fund for which the Town's Spending Plan has been prepared. The Development Fee Ordinance is planned to be updated to reflect current State regulations.

The Town will address its Fourth-Round obligation of 349 rehabilitation units by continuing to administer the Town's municipal Home Improvement Program, which is available to both owners and renters. In addition, the Town will continue to participate in the Morris County Housing Rehabilitation Program, which is established through an interlocal agreement and utilizes Community Development Block Grant (CDBG) funds. The Town will also utilize funds from the Town's affordable housing trust fund to fund this program. A copy of the Town's Fourth Round Spending Plan is appended to this Fair Share Plan.

Appendices

- A. Planning Board Resolution adopting Housing Element and Fair Share Plan
- B. Board of Alderman Resolution approving Housing Element and Fair Share Plan
- C. Map of Planned Affordable Housing Sites
- D. Town of Dover Vacant Land Inventory
- E. Town of Dover Spending Plan
- F. Town of Dover Housing Rehabilitation Program
 - a. Town resolution approving contract with Rehabilitation Consultant
 - b. List of Dover Housing Units Rehabilitated by the Town
 - c. Rehabilitation Manual
- G. Bassett Highway Redevelopment Plan
- H. NJ Transit Lot B Lot C Redevelopment Plan
- I. Harry Loory Redevelopment Plan

A. Planning Board Resolution adopting Housing Element and Fair Share Plan

B. Board of Alderman Resolution approving Housing Element and Fair Share Plan

C. Map of Planned Affordable Housing Sites



Figure 13 – Map of Planned Affordable Sites

D. Town of Dover Vacant Land Inventory

VACANT LAND INVENTORY

Town of Dover
Morris County, New Jersey

December 8, 2015

Prepared by:



A handwritten signature in cursive script, reading 'Marcia R. Shiffman'.

Marcia R. Shiffman, P.P., AICP, LLA
N.J. Professional Planners License # 02428

A handwritten signature in cursive script, reading 'Daniel N. Bloch'.



Daniel N. Bloch, P.P., AICP, LLA
N.J. Professional Planners License #06107

Table of Contents	
Introduction.....	1
Properties Excluded From The Vacant Land Inventory	2
Vacant And Developable Properties	3
Parks & Recreation	4
Active Municipal Recreation	4
Conservation, Parkland & Open Space.....	6
Conclusion	7
Appendix.....	8
Vacant Land Inventory List	8
Environmental Constraints Map	13
Existing Land Use Map.....	14
Vacant Lands Map	15

Introduction

The Town of Dover is located in central Morris County and is bordered by four municipalities: Randolph to the south, Rockaway to the north and east, Mine Hill to the west, and Wharton to the west. Each municipality is located in Morris County proper. The Town consists of approximately 2.73 square miles or 1,747.2 acres.

Almost 49 percent or 851.74 acres of Dover are environmentally constrained, including 174.05 acres of wetlands and associated buffers and 217.91 acres within the FEMA Special Flood Hazard Area¹. Dover Town has 92.56 acres of preserved open space owned by the municipality or Morris County. All of the lands within the Town of Dover are designated within the PA1 Metropolitan Planning Area of the State Development and Redevelopment Plan. The town is also located within the Highlands Planning Area.

This Vacant Land Inventory is prepared in order to document Dover Town's lack of available land capacity, pursuant to N.J.A.C. 5:93-4.2, the New Jersey Council on Affordable Housing ("COAH") Substantive Rules ("COAH's Rules"). As required by COAH's Rules, the Inventory includes the block, lot, address, owner's name, total lot acreage and developable uplands acreage for each property. Also included in this Inventory are the following maps:

1. **Environmental Constraints Map** - showing environmentally sensitive lands, including: water bodies and wetlands per NJDEP GIS data; the Special Flood Hazard Area ("SFHA") per FEMA Flood Risk Zone mapping; steep slopes of 15 percent or greater as determined by USGS topographic contours; and Category One (C1) waters and the associated 300-foot buffer pursuant to N.J.A.C. 7:9B.
2. **Existing Land Use Map** - showing the existing land uses of Dover, displayed by the following classifications: vacant, single-family residential, apartments, commercial, industrial, parkland, other public property, and semi-public properties; also showing environmentally sensitive lands overlay, including wetlands, flood hazard areas, steep slopes, and C1 buffers.
3. **Vacant Lands Map** - showing the vacant lands identified as developable in accordance with COAH's Second Round Rules.

¹ Environmentally constrained areas do not equal total due to overlapping environmental features.

Properties Excluded From The Vacant Land Inventory

This Vacant Land Inventory is prepared in order to document the lack of available land capacity in Dover. As required by COAH's Second Round Rules (N.J.A.C. 5:93-4.2), the inventory includes the block, lot, address, owner's name, current zone, total lot acreage, total acreage suitable for development (uplands) and total acreage unsuitable for development (constraints) for each property (See Vacant Land Inventory in Appendix).

As provided by N.J.A.C. 5:93-4.2.c, lands meeting certain specified criteria may also be excluded from the Inventory. The following criteria were used to further exclude vacant properties from the Inventory:

- Properties owned by a local government entity that are utilized for a public purpose other than housing;
- Vacant contiguous publicly or privately owned parcels where the merged total could not accommodate at least 5 dwelling units at a minimum density of 8 units per acre (less than 0.625 acres);
- Environmentally sensitive lands, which limits the contiguous developable uplands area to less than 0.625 acres; and
- Properties approved for development.

Vacant And Developable Properties

After excluding vacant properties per the exclusion criteria mentioned above, there is one property remaining in the Town of Dover that has a realistic development potential for inclusionary housing. The total developable uplands area of this property is 0.65 acres. Based on the minimum presumptive density of 8 du/ac in PA1 Metropolitan Planning Area, the properties can be developed with a total of five units, resulting in a realistic development potential (RDP) of one unit.

Block	Lot	Address	Owner	Property Class	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Potential Units	RDP
407	20	220 Ann St.	The Nicholas Partnership	1	R-1	0.84	0.19	0.65	Steep Slopes	5	1
Total						0.84	0.19	0.65		5	1

Town of Dover

Parks & Recreation

According to N.J.A.C. 5:93-4.2(e)(4), Dover Town may reserve up to 3 percent of the total developed and developable acreage (acreage of lands not constrained by wetlands, flood hazard areas, or steep slopes) for active municipal recreation and up to 3 percent of the municipality's total land area for conservation, parklands and open space. This provision allows Dover Town to reserve vacant and developable properties for active recreation or conservation, thus excluding the site or sites from the Vacant Land Inventory.

Active Municipal Recreation

Based on the Recreation and Open Space Inventory (ROSI)², the Town of Dover and the Morris County Park Commission currently own 17 properties for active municipal recreation use, with a total unconstrained area of 19.67 acres.

Block	Lot	Address	Owner	Facility Name	Total Acres	Constrained Acres	Buildable Acres
901	1	Roswell St	Town of Dover	King Field	24.65	16.38	8.27
1905	41	148-150 Richards Ave	Town of Dover		0.11	0.11	0.00
1102	40	Overlook Ave	Town of Dover	Overlook Park	0.65	0.00	0.65
202	8	W Blackwell St	Town of Dover	Hurd Park	9.05	9.05	0.00
101	3	Park Heights Ave	Morris County Park Commission	Hedden Park	31.45	31.28	0.17
101	4	Beaufort Ave	Morris County Park Commission	Hedden Park	14.91	13.09	1.82
101	6	Reservoir Ave	County of Morris	Hedden Park	3.76	3.74	0.02
101	2		County of Morris	Hedden Park	1.84	1.84	0.00
1313	2	E Clinton St	Town of Dover Park	JFK Commons	2.86	2.86	0.00
1111	15	Chestnut St	Town of Dover	Second Street Playground	2.10	0.00	2.10
1711	1	S Morris St	Town of Dover	Mountain Park	2.92	2.92	(0.00)
1802	1	Academy St	Town of Dover Recreation Center	Open Space Area 5	0.63	0.00	0.63
1803	29	S Morris St	Town of Dover Recreation Center	Crescent Field	4.85	0.47	4.38
503	12	Park Heights Ave	Morris County Park Commission	Hedden Park	14.31	13.91	0.40
601	1	W Blackwell St	Town of Dover	Open Space Area 3	21.17	21.17	0.00

² NJDEP Green Acres Program, Open Space Database, last updated April 13, 2009.

Vacant Land Inventory

December 8, 2015

Town of Dover

Block	Lot	Address	Owner	Facility Name	Total Acres	Constrained Acres	Buildable Acres
510	1	Unknown	Town of Dover	Randolph Park	1.75	1.75	0.00
803	4	Bowlby Ave	Town of Dover	Bowlbyville Park	2.39	1.17	1.23
Total					139.41	119.74	19.67

There are 893.47 acres of developable and developed lands (not constrained by wetlands, flood hazard area, C1 buffer or steep slopes) in Dover. The current active recreation properties result in 0.22% of the total developed and developable lands. An additional 7.13 acres of land may be reserved for active municipal recreation and excluded from the RDP, provided that any such sites must be designated for recreational purposes in the Town Master Plan.

Active Recreation Calculations			
	Total Developed & Developable Land Area in Dover Town	893.47	100.00%
÷	3 percent		
=	Total Potential Park & Recreation Reserve	26.80	3.00%
-	Total Existing Active Park & Recreation Land Area	19.67	0.70%
=	Land Available for Additional Reserve	7.13	2.30%

Vacant Land Inventory

December 8, 2015

Town of Dover

Conservation, Parkland & Open Space

There are currently 92.56 acres of undeveloped lands held for conservation purposes within the Town of Dover.

Block	Lot	Address	Owner	Facility Name	Total Acres	Constrained Acres	Buildable Acres
2206	45	24 Julia Ter	Town of Dover		0.78	0.78	0.00
817	1.01	White St	Town of Dover		0.86	0.00	0.86
1103	1	Grant St	Town of Dover	Open Space Area 6	0.42	0.10	0.32
1103	2	Grant St	Town of Dover	Open Space Area 6	0.38	0.34	0.04
1103	4	Grant St	Town of Dover	Open Space Area 6	0.22	0.22	0.00
1103	5	Grant St	Town of Dover	Open Space Area 6	0.21	0.21	0.00
1901	10	S Salem St	Town of Dover	Mountain Park	18.60	16.40	2.20
1901	11	South Highland Ave	Town of Dover	Mountain Park	4.11	4.11	0.00
2105	2.01	Oram Dr	Town of Dover	Mountain Park	1.95	1.95	0.00
2105	2.02	Summer Ave	Town of Dover	Mountain Park	5.05	4.81	0.24
2105	29	Curtis St	Town of Dover	Mountain Park	2.82	2.79	0.03
2102	20	109 E Munson Ave	Town of Dover	Mountain Park	14.46	13.87	0.58
202	22		Town of Dover		0.16	0.16	0.00
503	11	Spring St & George St	Town of Dover Water Dept Reservoir	Open Space Area 4	22.09	19.56	2.53
511	1	91 W Blackwell St	Town of Dover	Municipal Open Space	0.58	0.45	0.13
601	2	Princeton Ave	Town of Dover Water Dept	Waterworks Park	10.78	7.97	2.82
503	13	<Null>	<Null>	Open Space Area 4	1.28	1.28	0.00
801	1	Richboynton Rd	Town of Dover	Open Space Area 1	0.80	0.80	0.00
701	1	Richboynton Rd	Town of Dover	Open Space Area 2	3.57	3.54	0.03
701	2	Richboynton Rd	Town of Dover	Open Space Area 2	1.21	1.21	0.00
901	4.01	Mt Pleasant Ave	Town of Dover	Municipal Open Space	2.23	2.23	0.00
Total					92.56	82.78	9.78

In determining the amount of land which may be designated for conservation, parkland and open space, the amount of existing lands are subtracted from 3 percent of Dover Town’s total land area. The Town of Dover contains approximately 1,757.92 acres within its borders. The current conservation properties result in 0.36% of the total land area in Dover. The Town of Dover has already exceeded the 3% allowance for conservation lands.

Conservation, Parkland & Open Space Calculations			
	Total Land Area in Dover Town	1,745.21	100.00%
÷	3 percent		
=	Total Potential Conservation, Parkland & Open Space Reserve	52.36	3.00%
-	Total Existing Conservation, Parkland & Open Space Area	92.56	5.30%
=	Land Available for Additional Reserve	-40.20	

Conclusion

After excluding properties by the specified criteria provided in COAH’s Second Round Rules, there is one property remaining in Dover Town that is vacant and developable for inclusionary housing. As stated in N.J.A.C. 5:93-4.2(f), the presumptive density for these vacant and developable lands is assumed at eight units per acre in PA1 Metropolitan Planning Area, and the maximum presumptive set-aside is 20 percent. Based on the minimum presumptive density of 8 du/ac, the properties can be developed with a total of five units, resulting in a realistic development potential (RDP) of one unit.

Dover Town’s Unmet Affordable Housing Need is the pre-credited affordable housing obligation minus credits of affordable units. Dover Town is still required to provide a development strategy that would meet its Unmet Affordable Housing Needs.

Vacant Land Inventory

December 8, 2015

Town of Dover

Appendix

Vacant Land Inventory List

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
102	7	198 Park Heights Ave	Laganella, Nicholas A II	R-1	0.41	0.41	0.00	Steep Slopes	Environmentally Constrained
102	8	194 Park Heights Ave	Laganella, Nicholas A II	R-1	0.43	0.43	0.00	Steep Slopes	Environmentally Constrained
102	9	190 Park Heights Ave	Laganella, Nicholas A II	R-1	0.39	0.39	0.00	Steep Slopes	Environmentally Constrained
202	5	Park Heights Ave	Town of Dover	R-1	3.75	3.75	0.00	Wetlands, C1, SFHA, Steep Slopes	Environmentally Constrained
301	1	W Blackwell St	400 Main Street Associates LLC	R-2	0.07	0.00	0.07		Undersized
317	27	Princeton Ave	Debos Edric L & Hidemi	R-2	0.11	0.11	0.00	C1	Environmentally Constrained
317	39	100 Princeton Ave	Town of Dover	R-3	4.03	4.00	0.03	Wetlands, C1, SFHA, Steep Slopes	Environmentally Constrained
403	5	Edgewood Ter	Pennella Carmen A & Helen	R-1	0.63	0.40	0.24	Steep Slopes	Potential Infill
405	5	Ann St	Levine Fmly Tr/Seymour & Pearl Truste	R-1	0.28	0.00	0.28		Potential Infill
407	20	220 Ann St	The Nicholas Partnership	R-1	0.84	0.19	0.65	Steep Slopes	Developable
504	1	Taylor Pl	Two Elder Corporation	R-2	0.17	0.17	0.00	Steep Slopes	Environmentally Constrained
504	2	Taylor Pl	Two Elder Corporation	R-2	0.79	0.79	0.00	Steep Slopes	Environmentally Constrained
505	1	W Blackwell St	Two Elder Corporation	R-2	0.27	0.27	0.00	Wetlands, C1, Steep Slopes	Environmentally Constrained
505	2	W Blackwell St	Two Elder Corporation	R-2	0.64	0.64	0.00	Wetlands, C1, Steep Slopes	Environmentally Constrained
505	3	W Blackwell St	Town of Dover	R-2	0.21	0.21	0.00	C1, Steep Slopes	Environmentally Constrained
505	4	W Blackwell St	Town of Dover	R-2	0.20	0.20	0.00	C1, Steep Slopes	Environmentally Constrained
505	5	W Elliott St	Town of Dover	R-2	0.18	0.18	0.00	C1, Steep Slopes	Environmentally Constrained
505	9	W Elliott St	Town of Dover	R-2	0.16	0.16	0.00	C1, Steep Slopes	Environmentally Constrained
505	10	W Blackwell St	Speedex Reality	R-2	0.21	0.17	0.05	C1, Steep Slopes	Environmentally Constrained
506	10	14 Ann St	Town of Dover	R-2	0.18	0.11	0.07	Steep Slopes	Undersized/Environmentally Constrained
506	11	Ann St	Town of Dover	R-2	0.14	0.13	0.01	Steep Slopes	Environmentally Constrained
508	9	Elizabeth St	Pilco Victor T & Maria T	R-2	0.11	0.10	0.00	Steep Slopes	Environmentally Constrained

Vacant Land Inventory

December 8, 2015

Town of Dover

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
512	7	Elliott St	Soto , Julio	R-3	0.09	0.00	0.09		Undersized/Environmentally Constrained
512	9	96 W Blackwell St	Lasso Albert & Rose	R-3	0.07	0.00	0.07		Undersized/Environmentally Constrained
514	14	Richboynton Rd	Habitat For Humanity	R-3	0.28	0.00	0.28		Approved Subdivision
605	1		Unknown Owner	IND	0.13	0.13	0.00	C1	Environmentally Constrained
704	38	Davis Ave	Eller Outdoor Advertising-United Dv	R-2	0.33	0.00	0.33		Narrow Lot
706	1	Center St	Poolas, Frank & Sandra Lee	R-2	0.12	0.00	0.12		Undersized
712	18	Parker St	Town of Dover	R-4	0.05	0.00	0.05		Undersized
712	19	Parker St	Town of Dover	R-4	0.06	0.00	0.06		Undersized
803	1	Richboynton Rd	Dover Tubular Alloys Inc	IND	0.64	0.33	0.31	Wetlands, C1, SFHA	Narrow Lot
806	4	Edison St	Du Jack, Andrew Vincent Etals	R-2	0.18	0.17	0.01	Wetlands, C1	Environmentally Constrained
809	5	W Clinton St	Barrese, Richard	R-2	0.11	0.00	0.11		Approved, Under Construction
901	1.06			RAD	7.23	6.25	0.98	Wetlands, C1	Approved, Under Construction
1012	2	240 Penn Ave	Johnson Timothy D & Suzanne	R-2	0.10	0.00	0.10		Undersized
1101	33.02	163 Thompson Ave	Unknown Owner	R-3	0.08	0.08	0.00	Steep Slopes	Environmentally Constrained
1102	34	Grant St	Town of Dover	R-2	0.15	0.15	0.00	Steep Slopes	Environmentally Constrained
1102	39.01	Grant St	Town of Dover	R-2	0.15	0.14	0.01	Steep Slopes	Environmentally Constrained
1102	39.02	Grant St	Town of Dover	R-2	0.15	0.06	0.09	Steep Slopes	Environmentally Constrained
1103	9	Grant St	Town of Dover	R-3	0.37	0.37	0.00	Steep Slopes	Environmentally Constrained
1111	19.01	33 William St	Huntington National Bank	R-3	0.16	0.00	0.16		Potential Infill
1210	9	E Blackwell St	Johnson, George W	C-1	0.04	0.04	0.00	C1	Environmentally Constrained
1214	1.01	Monmouth Ave	Unkown Owner	IND	0.10	0.10	0.00	Steep Slopes	Environmentally Constrained
1320	3	Richards Ave	Unknown Owner	R-3A	0.01	0.01	0.00	SFHA	Undersized/Environmentally Constrained
1325	2	E Clinton St	Sacks Paint & Wallpaper Inc	C-1	0.05	0.05	0.00	SFHA	Undersized/Environmentally Constrained
1403	16	N Sussex St	Brownwood Realty Co Inc	R-3	0.51	0.00	0.51		Potential Infill
1407	3	Losey St	El Primer Paso Ltd.	R-3	0.05	0.00	0.05		Undersized/Environmentally Constrained
1408	15	Losey St	P A L % Lovas Esq	R-3	0.19	0.00	0.19		Undersized / Narrow Lot
1408	19	Mt Hope Ave	Town of Dover	R-3	0.13	0.05	0.08	Steep Slopes	Environmentally Constrained

Vacant Land Inventory

December 8, 2015

Town of Dover

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
1408	22	Mt Hope Ave	Jacobson Frances R % Wm J Grogan	R-3	0.29	0.04	0.25	Steep Slopes	Potential Infill
1419	17	Searing St	Danley Phyllis J	R-3	0.10	0.00	0.10		Undersized
1701	16	W Chrystal St	Town of Dover Vacant Land	R-2	0.10	0.06	0.03	Steep Slopes	Undersized/Environmentally Constrained
1702	21	W Chrystal St	Rosica Rocco A & Anna D	R-2	0.13	0.05	0.07	Steep Slopes	Environmentally Constrained
1702	30.01	Sixth St	Motyka, Paul/Anna	R-2	0.11	0.01	0.10	Steep Slopes	Environmentally Constrained
1704	27	193 S Morris St	Unknown Owner	R-2	0.01	0.01	0.00	Steep Slopes	Undersized/Environmentally Constrained
1705	16	W Munson Ave	Hooper Robert M & Janet	R-2	0.10	0.00	0.10		Undersized
1706	4	W Chrystal St	Town of Dover	R-2	0.12	0.00	0.12		Undersized
1706	17	W Munson Ave	Town of Dover	R-2	0.13	0.00	0.13		Potential Infill
1706	22	W Munson Ave	Town of Dover	R-2	0.06	0.00	0.06		Undersized
1706	24	W Munson Ave	Town of Dover	R-2	0.05	0.00	0.05		Undersized
1707	31	Millbrook Ave	Town of Dover	R-2	2.88	2.01	0.87	Steep Slopes	Environmentally Constrained
1708	1	86 Millbrook Ave	Poccia Antonio Jr	R-2	0.07	0.07	0.00	Steep Slopes	Environmentally Constrained
1708	4	Wayside Ave	Stephens, Robert H/James H	R-2	0.33	0.12	0.21	Steep Slopes	Potential Infill
1708	5	Millbrook Ave	Town of Dover	R-2	0.57	0.57	0.00	Steep Slopes	Environmentally Constrained
1708	7.01	Cottage St	Statkiewicz % Jean Slobodzian	R-2	0.19	0.19	0.00	Steep Slopes	Environmentally Constrained
1708	9.01	Millbrook Ave	Town of Dover	R-2	0.16	0.05	0.11	Steep Slopes	Undersized/Environmentally Constrained
1708	14	S Morris St	Hartman Elizabeth J	R-2	0.11	0.02	0.09	Steep Slopes	Environmentally Constrained
1708	18	S Morris St	Unknown Owner	R-2	0.04	0.00	0.04		Undersized/Environmentally Constrained
1806	11.01	11 Hillcrest Ave	Shuler, Ursula Wienhofer-	R-2	0.13	0.00	0.13		Potential Infill
1808	11	New St	Lyczkowski Michael & Eugenia	R-2	0.14	0.05	0.09	Steep Slopes	Environmentally Constrained
1901	7	Park Ave	Brock Oliver D & Flavia	R-2	1.05	1.05	0.00	Steep Slopes	Environmentally Constrained
1901	8	Park Ave	Town of Dover	IND	0.85	0.73	0.12	Steep Slopes	Environmentally Constrained
1901	19	Park Ave	Fornini Frances T	R-2	0.11	0.11	0.00	Steep Slopes	Environmentally Constrained
1901	27	Park Ave	Gonzalez/Nieves, Rupert/Ivette Y	R-2	0.19	0.19	0.00	Steep Slopes	Environmentally Constrained
1901	29	102 Park Ave	Town of Dover	R-2	0.26	0.26	0.00	Steep Slopes	Environmentally Constrained
1901	30	104 Park Ave	Town of Dover	R-2	0.23	0.23	0.00	Steep Slopes	Environmentally Constrained
1901	31	Park Ave	Town of Dover	R-2	0.23	0.23	0.00	Steep Slopes	Environmentally Constrained
1901	32	Park Ave	Town of Dover	R-2	0.21	0.21	0.00	Steep Slopes	Environmentally Constrained

Vacant Land Inventory

December 8, 2015

Town of Dover

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
1901	33	110 Park Ave	Town of Dover	R-2	0.20	0.20	0.00	Steep Slopes	Environmentally Constrained
1901	34	112 Park Ave	Town of Dover	R-2	0.19	0.19	0.00	Steep Slopes	Environmentally Constrained
1901	35	114 Park Ave	Town of Dover	R-2	0.16	0.16	0.00	Steep Slopes	Environmentally Constrained
2003	1	Cooper St	Magna Properties % Carl Mazzie	R-2	0.66	0.66	0.00	Wetlands	Environmentally Constrained
2003	2		Unknown	R-2	0.03	0.02	0.01	Wetlands	Undersized/Environmentally Constrained
2009	1	Jackson Ave	Fegely Carol A & Walter R	R-3	0.19	0.19	0.00	SFHA	Environmentally Constrained
2009	11	10 Jackson Ave	Charilas Dimitrios & Isabelle	R-3	0.12	0.00	0.12		Undersized
2022	8	Richards Ave	Scinto, Michael M&Anthony&Rosita	R-3A	0.08	0.08	0.00	SFHA	Environmentally Constrained
2101	1	52 Boonton St	Berg Vivian E & Raymond R	R-2	0.59	0.59	0.00	Steep Slopes	Environmentally Constrained
2101	2	48 Boonton St	Berg Vivian E & Raymond R	R-2	0.23	0.23	0.00	Steep Slopes	Environmentally Constrained
2103	17	E Munson Ave	Unknown Owner	R-2	0.04	0.02	0.02	Steep Slopes	Undersized/Environmentally Constrained
2105	30	Bart Pl	Unknown Owner	R-1S	0.11	0.11	0.00	Wetlands, C1, Steep Slopes	Undersized/Environmentally Constrained
2105	31	Curtis St	Town of Dover	R-2	0.10	0.10	0.00	C1, Steep Slopes	Undersized/Environmentally Constrained
2107	24	Bart Pl	Unknown Owner	R-2	0.18	0.18	0.00	C1	Undersized/Environmentally Constrained
2109	29	Elena Pl	Unknown Owner	R-2	0.45	0.45	0.00	C1	Undersized/Environmentally Constrained
2201	1	E Blackwell St	Unknown Owner	IND	0.86	0.86	0.00	Wetlands, C1, SFHA	Undersized/Environmentally Constrained
2202	15	E Blackwell St	Perez,Ariel & Lorenzo,Hector	R-3	0.20	0.20	0.00	Wetlands, C1, SFHA	Environmentally Constrained
2202	18		MARULANDA, CARLOS	R-3	0.23	0.23	0.00	Wetlands, C1, SFHA	Environmentally Constrained
2202	24	E Blackwell St	C & C Salvage Inc	R-3	0.14	0.14	0.00	Wetlands, C1, SFHA	Environmentally Constrained
2205	1	Harding Ave	Morris Habitat For Humanity Inc	R-2	0.13	0.02	0.11	C1	Approved, Under Construction
2205	2	39 Harding Ave	Morris Habitat For Humanity Inc	R-2	0.12	0.00	0.12		Approved, Under Construction
2205	3	Harding Ave	Chaplin Homes, Inc	R-2	0.12	0.00	0.12		Approved, Under Construction
2205	17	S Salem St	Morris Habitat For Humanity Inc	R-2	0.14	0.00	0.14	C1	Approved, Under Construction
2206	1	S Salem St	Town of Dover	R-2	0.24	0.14	0.10	Steep Slopes	Environmentally Constrained
2211	1			IND	0.02	0.02	0.00	Wetlands, SFHA	Environmentally Constrained
2211	2			IND	0.06	0.06	0.00	Wetlands	Environmentally Constrained
2212	15			R-2	0.07	0.07	0.00	Wetlands, C1	Environmentally Constrained

Vacant Land Inventory
Town of Dover

December 8, 2015

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
2212	16			R-2	0.01	0.01	0.00	Wetlands, C1	Environmentally Constrained
2213	20	Elena Pl	Unknown Owner	R-2	0.05	0.05	0.00	C1	Undersized/Environmentally Constrained
2213	21	S Salem St	Unknown Owner	R-2	0.06	0.06	0.00	C1	Undersized/Environmentally Constrained
2313	10	Lee Ave	Dom Con Realty	IND	0.23	0.22	0.00	SFHA	Environmentally Constrained
2314	6	Sammis Ave	Town of Dover	R-3A	0.12	0.00	0.12		Undersized
Total					41.87	33.27	8.60		

E. Affordable Housing Spending Plan

I. Introduction

The Town of Dover, Morris County is in the process of preparing a new Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A 40:55D-1 et seq.), the New Jersey Fair Housing Act (as amended by P.L.2024, c.2). The development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the Town on November 7, 2005. The ordinance establishes the Town of Dover's affordable housing trust funds for which this spending plan is prepared.

As of June 8, 2025, the Town of Dover has collected \$625,992.90 and expended \$504,673.34, resulting in a balance of \$121,319.56. All development fees, payments in lieu of constructing affordable housing units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in TD Bank for the purpose of affordable housing. The Town also maintains a separate account for the revolving funds from NJ Small Cities grants for rehabilitation, which has historically been in the amount of approximately \$200,000 per year. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9, as described in the sections that follow.

II. Revenues for Certification Period

It is anticipated that during the Fourth Round through June 30, 2035, the Town will add an additional \$3,500,000 in revenue for rehabilitation projects. To calculate a projection of revenue anticipated during the period of Fourth Round substantive certification, the Town of Dover considered the following:

- a. Development Fees: The Town anticipates approximately \$1,500,000 through June 30, 2025, assuming approximately \$12,500 per month in development fees during the Fourth Round.
- b. Payment in Lieu (PIL): the Town does not anticipate any contribution of payments in lieu toward the municipal Affordable Housing Trust during the Fourth Round.
- c. Other funding sources: Dover anticipates an average of \$200,000 per year in funding from the NJ Small Cities Grants for rehabilitation based on historic trends.
- d. Projected interest: Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate of 0.4% would equate to approximately \$14,757 accumulated interest over 10 years.

III. Administrative Mechanism to Collect and Distribute Funds

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township:

- (a) Collection of development fee revenues: Collection of development fee revenues shall be consistent with Hanover's development fee ordinance for both residential and nonresidential developments in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Amended Fair Housing Act (FHA-2) (N.J.S.A. 52:27D-301) and the proposed new Fair Housing Act Rules promulgated by the New Jersey Department of Community Affairs (DCA) (N.J.A.C. 5:99).
- (b) Distribution of development fee revenues: The release of funds requires adoption of a governing body resolution in accordance with the spending plan. Once a request is approved

by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

IV. Description of the Anticipated Use of Affordable Housing Funds

The Town has a Present Need (rehabilitation) obligation of 349 units. In order to address its rehabilitation obligation, the Township will continue to administer its municipal Home Improvement Program, which is available to both owners and renters, and will continue to participate in the Morris County Housing Rehabilitation Program.

The Township will utilize funds from the Township's affordable housing trust fund to fund these programs. The Township will set aside \$10,000 per unit, which will require a total contribution of \$3,490,000. COAH's rules require municipalities to set aside sufficient funds to address one-third of their rehabilitation obligation within one year of approval of their plan. In addition, municipalities are required to set aside sufficient funds to address one-sixth of their rehabilitation obligation each subsequent year of the compliance certification period. As such, the Township will set aside funds in accordance with same for each subsequent year until the program is fully funded.

V. Administrative Expenses (N.J.A.C. 5:93-8-16)

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs with a limitation cap pending funding availability after programmatic and affordability assistance expenditures. Projected administrative expenditures, subject to the cap, are as follows: Town Attorney, Engineer and Planner fees related to obtaining substantive certification as well as consulting fees related to the administration and implementation of the Town's affordable housing program(s).

VI. Barrier Free Escrow

The collection and distribution of barrier-free funds shall be consistent with the Town of Dover's Affordable Housing Ordinance in accordance with prevailing State regulations.

VII. Excess or Shortfall of Funds

In the event of any expected or unexpected shortfall of funds necessary to implement the Fair Share Plan, the Town of Dover will handle the shortfall of funds through an alternative funding source to be identified by the Town and/or by adopting a resolution with an intent to bond. In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be dedicated toward the Township's rehabilitation program, additional funding for subsidies and/or repairs and upgrades in connection with extensions of controls, additional affordability assistance, additional administrative expenditures (up to the 20% cap) and/or any other emergent affordable housing opportunities that may arise during the Fourth Round.

F. Town of Dover Housing Rehabilitation Program



TOWN OF DOVER
MAYOR AND BOARD OF ALDERMEN

RESOLUTION NO. 2012- 163

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR ADMINISTRATION OF SMALL CITIES HOUSING REHABILITATION GRANT**

WHEREAS, the Town of Dover has a need to acquire services to administer a Small Cities Housing Rehabilitation Grant as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5

WHEREAS, the services required are specialized and require special expertise in the Federal Government Housing Rehabilitation program, extensive training in grant administration and compliance and require a proven reputation in such field rendering this as an extraordinary unspecifiable service; and

WHEREAS, the Administrator has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, Millennium Strategies, LLC has submitted a proposal dated June 25, 2012 indicating they will provide the services for an amount not to exceed Thirty Thousand Dollars (\$30,000.00) as set forth in its proposal; and


WHEREAS, Millennium Strategies, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Millennium Strategies, LLC has not made any reportable contributions to a political or candidate committee in the Town of Dover in the previous one year, and that the contract will prohibit the Millennium Strategies, LLC from making any reportable contributions through the term of the contract; and


WHEREAS, the Chief Financial Officer has certified that there are sufficient funds to make this award;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the Town of Dover authorizes the Mayor and Municipal Clerk to enter into a contract with Millennium Strategies, LLC as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution;

ATTEST:


Margaret J. Verga, Municipal Clerk


James P. Dodd, Mayor

Adopted: 07/10/12

5b. LIST OF DOVER HOUSING UNITS REHABILITATED BY TOWN

Address	Unit / Apt Number	block	lot	rental / for-sale (select one)	income level (select one)	final inspection date (mm/dd/yyyy)	funds expended on hard costs (\$)	development fees expended (\$)	funds recaptured (\$)	major system(s) repaired (select one)	was unit below code and / raised to code? (y/n)	effective date of affordability controls (mm/dd/yyyy)	perpetual lien (y)	length of affordability controls (years)	date affordability controls removed (mm/dd/yyyy)	reason for removal of controls (select one)	creditworthy (COAH USE) (y/n)
D1-00 9 PERRY ST		2022	6		Med	11/20/2000	\$14,370.00				Yes		Yes				
D9-01					Low	6/1/2001	\$10,625.00				Yes		Yes				
D0-01 43 CENTRAL AVE		614	13		Low	1/1/2001	\$30,102.00		\$30,102.00		Yes		Yes				
D7-01					Med	12/1/2001	\$18,820.00				Yes		Yes				
D6-01					Low	12/1/2001	\$18,292.00				Yes		Yes				
D5-01					Low	12/1/2001	\$22,440.00				Yes		Yes				
D4-01					Low	11/1/2001	\$17,635.00				Yes		Yes				
D3-01					Med	12/1/2001	\$38,665.00				Yes		Yes				
D2-01					Low	12/1/2001	\$15,380.00				Yes		Yes				
D1-01					Med	9/1/2001	\$3,700.00				Yes		Yes				
D1-00					Med	11/20/2000	\$14,370.00				Yes		Yes				
D2-00					Med	7/28/2000	\$20,348.00				Yes		Yes				
D3-00					Low	11/21/2001	\$62,370.00				Yes		Yes				
D1-02					Med	4/1/2002	\$19,450.00				Yes		Yes				
D2-02 57 PASSAIC ST		1315	6		Low	6/1/2002	\$50,790.00		\$50,790.00		Yes		Yes				
D3-02					Low	7/1/2002	\$5,500.00				Yes		Yes				
D4-02					Low		\$33,368.00				Yes		Yes				
D5-02 98 JAMES ST		708			Med	4/1/2002	\$14,135.00		\$14,135.00		Yes		Yes				
D6-02					Med	5/1/2002	\$21,616.00				Yes		Yes				
D7-02					Med	7/1/2002	\$21,130.00				Yes		Yes				
D10-02					Low	1/2/2002	\$11,745.00				Yes		Yes				
D8-02					Med	9/1/2002	\$28,775.00				Yes		Yes				
D9-02					Med	9/1/2002	\$20,805.00				Yes		Yes				
D1-02					Med	6/1/2002	\$19,450.00				Yes		Yes				
D2-02					Low	4/1/2002	\$50,790.00				Yes		Yes				
D5-02					Med	5/1/2002	\$14,135.00				Yes		Yes				
D6-02					Med	7/1/2002	\$21,616.00				Yes		Yes				
D7-02					Med	9/1/2002	\$21,130.00				Yes		Yes				
D8-02					Med	9/1/2002	\$28,775.00				Yes		Yes				
D11-02 43 CENTRAL		614	13				\$30,102.00				Yes		Yes				
D9-02					Med	1/2/2002	\$20,805.00				Yes		Yes				
D1-03					Low	7/1/2003	\$11,790.00				Yes		Yes				
D2-03					Med	9/1/2003	\$14,913.00				Yes		Yes				
D4-03					Low	6/1/2003	\$29,521.00				Yes		Yes				
D5-03					Low	1/1/2004	\$14,840.00				Yes		Yes				
D6-03					Low	1/1/2004	\$28,840.00				Yes		Yes				
D7-03					Low	1/1/2004	\$16,875.00				Yes		Yes				
D8-03					Med	2/1/2004	\$13,650.00				Yes		Yes				
D9-03					Med	12/1/2003	\$14,404.00				Yes		Yes				
D1-04					Low	7/1/2004	\$11,519.00				Yes		Yes				
D2-04					Low	7/1/2004	\$5,875.00				Yes		Yes				
D3-04					Low	11/22/2004	\$3,700.00				Yes		Yes				
D4-04					Low	11/19/2004	\$8,870.00				Yes		Yes				
D1-04					Low	8/26/2004	\$11,519.00			Weatherization (Insulation/Barg Windows/Door)	Yes		Yes				
D2-04					Low	10/8/2004	\$5,875.00			Heat	Yes		Yes				
D3-04 43 CURTIS		1712	6		Low	10/8/2004	\$3,700.00		\$3,700.00		Yes		Yes				

5c. REHABILITATION MANUAL (Copies are available at Town Hall)

**HOUSING REHABILITATION POLICY AND PROCEDURAL
MANUAL FOR SMALL CITIES PROGRAM**

**PREPARED FOR:
TOWN OF DOVER HOUSING PROGRAM IN CONNECTION WITH
SMALL CITIES HOUSING REHABILITATION PROGRAM**

**SUBMITTED TO NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS:
SEPTEMBER 2014**

6. COMMUNITY HOPE 1, 133 BERRY STREET

Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Dover Township County: Morris County
 Sponsor: Community Hope, Inc. Developer: _____
 Block: 2016 Lot: 16 Street Address: 133 Berry Street, Dover
 Facility Name: Community Hope, Inc.

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☒ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify:

of bedrooms occupied by low-income residents 5

of bedrooms occupied by moderate-income residents 0

Separate bedrooms? Yes ☒ No

Affordability Controls? ☒ Yes No

Length of Controls: 40 years

Effective Date of Controls: 09/30/86

Expiration Date of Controls: 09/30/26

Average Length of Stay: 24 months (transitional facilities only)

The following verification is attached:

- ☒ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Award letter/financing commitment (proposed new construction projects only)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)

Residents 18 yrs or older? ☒ Yes No

Population Served (describe): adults with disabilities

Affirmative Marketing Strategy (check all that apply):

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount \$ _____
- ☐ Balanced Housing – Amount \$ _____
- ☐ HUD – Amount \$ _____
- ☐ Federal Home Loan Bank – Amount \$ _____
- ☐ Farmers Home Administration – Amount \$ _____
- ☐ Development fees – Amount \$ _____
- ☐ Bank financing – Amount \$ _____
- ☐ Other – Please specify: _____

Are funding sources sufficient to complete project?

Yes No

Residents qualify as low or moderate income?

☒ Yes No

☐ CO Date: / /

Indicate licensing agency:

☐ DDD ☒ DMHS ☐ DHSS ☐ DCA

Initial License Date: / /

Current License Date: 02/15/08

Age-restricted? Yes ☒ No

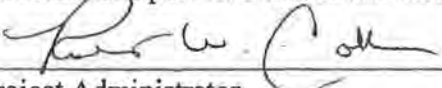
Accessible (in accordance with NJ Barrier Free Subcode)? ☒ Yes No

☒ DDD/DMHS/DHSS/DCA waiting list

☐ Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  11.06.08
Project Administrator Date

Certified by: _____
Municipal Housing Officer Date

109144

PREPARED BY:

Carlotta M. Budd
CARLOTTA M. BUDDPURCHASE MONEY MORTGAGE

MORTGAGE made this 30th day of September, 1986, between the Mortgagor, Project Hope, Inc., 133 Berry Street, Dover, New Jersey and the Mortgagee, the State of New Jersey, Department of Human Services, 13 Roszel Road, Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of EIGHTY-ONE THOUSAND DOLLARS, ONE HUNDRED (\$81,100), which indebtedness is evidenced by a promissory note dated September 30, 1986, and by a certain agreement dated September 10, 1986;

THEREFORE to secure the indebtedness of \$81,100 lawful money of the United States, to be paid in accordance with the aforesaid agreement, the Mortgagor does hereby mortgage the following described property located in the Town of Dover, County of Morris, State of New Jersey, and more particularly described in Exhibit A annexed hereto and made a part hereof, the aforesaid property being designated as Block 20-16, Lot 16, on the tax map of said Town of Dover, and having a street address of 133 Berry Street, Dover, New Jersey 07801.

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of September 10, 1986, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the

Budd
Handwritten Chg.
\$23.00

agreement of September 10, 1986, the Mortgagee may exercise other options as set forth in Section 5.02 of said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of September 10,, 1986, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this mortgage and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.

IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

Project Hope, Inc.

BY: Carmela Lunt L.S.
Carmela Lunt, President

ATTEST:



Eileen Griffith, Secretary

State of New Jersey,
County of Morris ss:

Be it remembered, that on September 30, 1986, before me the subscriber, personally appeared

EILEEN GRIFFITH

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of PROJECT HOPE, INC., the agency named in the within Instrument; that CARNELA LUNT is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness and who hereby acknowledges receiving a true copy of the within instrument.

Eileen Griffith
EILEEN GRIFFITH, Secretary

Sworn to and subscribed before me,
the date aforesaid.

Carlotta M. Budd
CARLOTTA M. BUDD, Attorney
at Law of New Jersey

RECORD AND RETURN TO:

BUDD AND GARDNER,
P.O. Box 699
Madison, N. J. 07940

Exhibit A

METES AND BOUNDS

BEGINNING at a point on the easterly sideline of Berry Street which point is distant 118.62 feet on a course of South 37 degrees 43 minutes East from a point formed by the intersection of the easterly sideline of Berry Street and the northerly sideline of East McFarlan Street, running thence

- (1) North 52 degrees 17 minutes East 100.00 feet to a point, thence
- (2) North 37 degrees 43 minutes West 60.00 feet to a point, thence
- (3) South 52 degrees 17 minutes West 100.00 feet to a point on the easterly sideline of Berry Street, thence
- (4) Along the said easterly sideline of Berry Street South 37 degrees 43 minutes East 60.00 feet to the point and place of BEGINNING.

BEING the same premises conveyed to Mortgagor by Deed of Daniel Lastra and Jaciantra Lastra, his wife and Fred Lastra and Judith Lastra, his wife, about to be recorded simultaneously with this mortgage in the Morris County Clerk's office.

BOOK 2358 PAGE 745

RECEIVED

SEP 14 9 52 AM '05

Keyes & Co. Inc.

MORRIS COUNTY CLERK

PURCHASE MONEY MORTGAGE

MORTGAGOR:

Project Hope, Inc.
133 Berry Street
Dover, New Jersey

MORTGAGEE:

State of New Jersey
Department of Human
Services

13 Roszel Rd., Trenton NJ

September 30, 1986

RECORD AND RETURN TO:

BUDD AND GARDNER ESQ.
P.O. Box 699
Madison, New Jersey 07940

7. COMMUNITY HOPE 2, 93-94 BERRY STREET

Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Dover Township County: Morris County
 Sponsor: Community Hope, Inc. Developer: _____
 Block: 2016 Lot: 27 Street Address: 93-95 Berry Street, Dover
 Facility Name: Community Hope, Inc.

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☒ **Other – Please Specify: DMHS Licensed Transitional Housing Apartment**

of bedrooms occupied by low-income residents 6

of bedrooms occupied by moderate-income residents 0

Separate bedrooms? ☒ Yes ☐ No

Affordability Controls? ☒ Yes ☐ No

Length of Controls: 40 years

Effective Date of Controls: 07/24/03

Expiration Date of Controls: 07/24/43

Average Length of Stay: 36 months (transitional facilities only)

The following verification is attached:

- ☒ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Award letter/financing commitment (proposed new construction projects only)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)

Residents 18 yrs or older? ☒ Yes ☐ No

Age-restricted? ☐ Yes ☒ No

Population Served (describe): adults with disabilities

Accessible (in accordance with NJ Barrier Free Subcode)? ☒ Yes ☐ No

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount \$ _____
- ☐ Balanced Housing – Amount \$ _____
- ☐ HUD – Amount \$ _____
- ☐ Federal Home Loan Bank – Amount \$ _____
- ☐ Farmers Home Administration – Amount \$ _____
- ☐ Development fees – Amount \$ _____
- ☐ Bank financing – Amount \$ _____
- ☐ Other – Please specify: _____

Are funding sources sufficient to complete project?

☐ Yes ☐ No

Residents qualify as low or moderate income?

☒ Yes ☐ No

☐ CO Date: / /

Indicate licensing agency:

☐ DDD ☒ DMHS ☐ DHSS ☐ DCA

Initial License Date: / /

Current License Date: 02/15/08

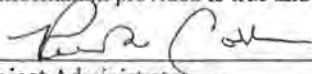
Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS/DCA waiting list

☐ Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  11.06.08
Project Administrator Date

Certified by: _____
Municipal Housing Officer Date

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on April 2, 2001

BETWEEN A & H PARTNERSHIP

whose address is 69 KING STREET, DOVER, NEW JERSEY 07801

referred to as the Seller,

AND COMMUNITY HOPE, INC.

whose address is 1279 Route 46 East, Parsippany, New Jersey 07054

referred to as the Buyer.

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. **PURCHASE AGREEMENT.** The Seller agrees to sell and the Buyer agrees to buy the property described in this Contract.

2. **PROPERTY.** The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Contract. The real property to be sold is commonly known as 93-95 BERRY STREET in the TOWN of DOVER in the County of MORRIS, and State of New Jersey. It is shown on the municipal tax map as Lot 27, in Block 2016.

3. **Purchase Price.** The purchase price is \$250,000.00.

4. **Payment of Purchase Price.** The Buyer will pay the purchase price as follows:

Upon signing of this Contract by all parties	\$	
Amount of County Grant Funds to be obtain from Morris County Home Funds (Paragraph 6)	\$	130,000.00
Amount of mortgage (Paragraph 6)	\$	120,000.00
Balance to be paid at closing of title, in cash or by certified cashier's check or attorney trust account check (subject to adjustment at closing)	\$.00

Deposit Moneys. All deposit money will be held in trust by buyer's attorney, until closing of title, in his IOLTA Trust Account, which is an account that does not provide for the payment of any accrued interest to either the buyer or the seller, but to the IOLTA Fund of the State of New Jersey.

6. **Financing Contingency.** The Buyer agrees to make a good faith effort to obtain a first mortgage loan upon the terms listed below. Buyer shall have a period of sixty (60) days from the date on which the Contract is fully executed within which to obtain a mortgage commitment in the amount of \$120,000.00. In the event the buyer has not obtained a mortgage commitment in the amount of \$120,000.00 within sixty (60) days from the date on which the Contract is fully executed, either party may cancel the Contract upon five days' written notice, unless the parties agree, in writing, to extend the time by which the buyer shall obtain such mortgage commitment.

In addition, the buyer has 45 days from completion of attorney review to obtain a commitment for funding in the amount of \$130,000.00 from the Morris County Home Funds, which process is under way. In the event the buyer has not obtained a commitment from Morris County Home Funds in the amount of \$130,000.00 within 45 days from completion of attorney review, either party may cancel the Contract upon five days' written notice, unless the parties agree, in writing, to extend the time by which buyers shall obtain such commitment.

Type of Mortgage: XX Conventional, FHA, VA, OTHER _____
 Amount of Loan: \$120,000.00 Interest Rate: PREVAILING
 Length of Mortgage: 30 years with monthly payments based on a 30-year payment schedule.
 Points: The Buyer agrees to pay ANY REQUIRED points, for a total of \$
 The Seller agrees to pay NO points, for a total of \$

6.A. APPRAISAL. The within Contract is contingent upon an acceptable appraisal in an amount not less than \$250,000.00 and subject to approval by either the Morris County Home Funds or by buyer's mortgage lender. The buyer shall have reasonable access to and upon the real property to conduct an appraisal of the property. The appraisal will be completed on or before forty-five (45) days from the date on which the Contract is fully executed. If the appraised value is determined to be an amount less than \$250,000.00, the seller agrees to either accept the appraised amount and reduce the purchase price accordingly, or either party may cancel this Contract. If the contract is canceled, all deposit money will be returned to the buyer, after which neither party shall have any further rights or obligations, each to the other, under the Contract.

7. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to close **WITHIN NINETY DAYS FROM THE DATE ON WHICH THE CONTRACT IS FULLY EXECUTED**. Both parties will make a good faith effort to coordinate a mutually convenient closing date. The closing will be held at the office of purchasers' attorney, PHILLIP F. GUIDONE, ESQ., 385 Route 24, Suite 2G, Chester, New Jersey.

8. Transfer of Ownership. At the closing, the Seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed Deed and an adequate Affidavit of Title. If the Seller is a corporation, it will also deliver a Corporate Resolution authorizing the sale.

9. Type of Deed. A Deed is a written document used to transfer ownership of the property. In this sale, the Seller agrees to provide, and the Buyer agrees to accept, a Deed known as **BARGAIN & SALE, C. v. G.**

10. Personal Property and Fixtures. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are **INCLUDED** in this sale unless they are listed below as being **EXCLUDED**.

(a) The following items, if any, are **INCLUDED** in this sale: (P) JM

REFRIGERATOR + STOVE

(b) The following items are **EXCLUDED** from this sale: AS IS CONDITION (P)

WASHER/DRYER + DISH WASHER JM

11. Physical condition of the Property. The Seller does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this inspection and any rights of inspection that may be provided for elsewhere in this Contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear.

12. Inspection of the Property. The Seller agrees to permit the Buyer to inspect the property at any reasonable time before the Closing. The Seller will permit access for all inspections provided for in this Contract.

13. Building and Zoning Laws. The Buyer intends to use the property as a Two-family home. The Seller states that this use does not violate any applicable zoning ordinance, building code or other law. The Seller will obtain and pay for all inspections required by the law. This includes any municipal "Certificate of Occupancy". If the Seller fails to correct any violations of law, at the seller's own expense, the buyer may cancel this Contract.

14. Flood Area. The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area", the buyer may cancel this Contract within **FIFTEEN (15)** days from the date on which the Contract is fully executed.

15. Property Lines. The seller states that all buildings, driveways, and other improvements on the property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this property.

16. Ownership. The seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and rights of others, except for:

- (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property;
- (b) recorded agreement which limit the use of the property, unless the agreements (1) are presently violated; (2) provide that the property would be forfeited if they were violated; or (3) unreasonably limit the normal use of the property; and
- (c) all items included in Schedule A as part of the description of the property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

17. Correcting Defects. If the property does not comply with Paragraphs 15 or 16 of this Contract, the Seller will be notified and given 30 days to make it comply. If the property still does not comply after that date, the buyer may cancel this Contract or give the seller more time to comply.

18. Termite Inspection. The Buyer is permitted to have the property inspected by a reputable termite inspection company to determine if there is any damage or infestation caused by termites or other wood-destroying

insects. If the Buyer chooses to have this inspection, the inspection must be completed and the seller notified of the results within FIFTEEN (15) business days from the date on which the Contract is fully executed. The Buyer will pay for this inspection. If infestation or damage is found, the seller will be given ten (10) days to agree to exterminate all infestation and repair all damage before the closing. If the seller refuses or fails (within the 10-day period) to agree to exterminate all infestation and repair all damage before the closing, the buyer may cancel this Contract.

19. **Risk of Loss.** The Seller is responsible for any damage to the property, except for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with the closing and either;

- (a) require that the seller repair the damage before the closing, or
 - (b) deduct from the purchase price a fair and reasonable estimate of the cost to repair the property.
- In addition, the Buyer may cancel this Contract if the estimated cost of repair is more than \$25,000.00.

20. **Cancellation of Contract.** If this Contract is legally and rightfully canceled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the Contract is canceled in accordance with Paragraph 13, 17 or 18 of this Contract, the Seller will pay the Buyer for all title and survey costs, not to exceed the sum of \$650.00.

21. **Assessments for Municipal Improvements.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against the property for work completed before the closing will be paid by the seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high). Sellers represent that they have not received notification from the TOWN OF DOVER with respect to any pending or proposed assessment(s).

22. **Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the closing date: TAXES; RENT, SECURITY DEPOSIT. If the property is heated by fuel oil, the buyer will buy the fuel in the tank at the closing date. The price will be the current price at that time as calculated by the supplier. The Buyer or the Seller may require that any person with a claim or right affecting the property be paid off from the proceeds of this Sale.

23. **Possession.** At the closing, the buyer will be given possession of the property. No tenant will have any right to the property, unless otherwise agreed in this Contract.

24. **Complete Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the buyer and the seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other Contract to sell the property to anyone else. The Seller's agreement to pay the Broker (if any) is contained on the back of this page.

25. **Parties Liable.** This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

26. **Notices.** All notices under this Contract must be in writing. The notices must be delivered personally, by telefax, or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract, or to that party's attorney.

27. **Home Inspection.** The Buyer may, at the Buyer's expense, have the property inspected by an engineer, builder or home inspector to determine the presence of any material structural defects or environmental contaminants and to determine that all electrical, plumbing, heating, sewer/septic, well and central air conditioning (if applicable) systems are in working order and need no major replacements or repairs. If the Buyer chooses to have the inspection, the inspection must be completed and the Seller notified of the results within FIFTEEN (15) business days from the date on which the Contract is fully executed. If any structural defects or environmental contaminants are found, or if any/all of the aforementioned systems are not in working order or are in need of major replacements or repairs, Seller will be given ten (10) calendar days after receipt of the report to notify the buyer whether or not the seller agrees, at his own cost and expense, to correct the material structural defect, remove the contaminants, put the aforementioned systems in working order and make all needed major replacements or repairs, or the buyer may cancel the Contract. The buyer, however, at its option, may waive the results of the inspection in writing, and this Contract shall become binding.

28. **Radon Inspection.** The buyer may, at the buyer's expense, have the property tested for radon gas by a service which meets current state certification requirements. If such test reveals that the level of radon gas exceeds four picocuries per liter (4.0 pCi/l) or such other governmental standards, the buyer shall provide the seller with a copy of the test results within five (5) days of buyer's receipt of the report. If the Seller is unwilling to undertake all remedial measures necessary to reduce the radon gas levels below the above-stated level, the buyer may terminate the contract and obtain the return of all deposit moneys. The Buyer shall have the test commenced within FIFTEEN (15) business days from the date on which the Contract is fully executed.

29. Seller represents that to the best of seller's knowledge:
- (a) The property does not include any asbestos used in insulation or in any other form;
 - (b) There is no urea-formaldehyde insulation in the property;
 - (c) The property has never been used as a dump site or storage facility for hazardous substances;
 - (d) No environmental hazards have been identified on the property;
 - (e) The property has never been previously tested for radon, or the property has been previously tested for radon and a copy of the results will be provided to buyers hereunder;
 - (f) No part of the land being sold is affected by wetlands or wetland transition areas as defined in the New Jersey Freshwater Wetlands Act; and
 - (g) Seller has not received notification from any Federal, State or local governing body in regard to pending or threatened Superfund or Superlien liability.

30. The sellers represent that, to the best of their knowledge, there are no underground oil/fuel/gas storage tanks or abandoned underground oil/fuel/gas storage tanks on the premises.

31. This Contract is contingent upon verification by the seller that the premises is a legal two-family residential dwelling that is not presently in violation of the zoning ordinances of the Town of Dover and further that it has not received notification of any violation(s) of any municipal ordinances or zoning ordinances. Seller shall furnish the following information with respect to the present tenant:

TENANT	MONTHLY RENT	SECURITY DEPOSIT
<u>UNIT #93</u> PABLO AND LIVIA GRANADOS	\$1020.00 (Month to Month)	\$1,387.50
<u>UNIT #95</u> (UNIT TO BE VACANT AT TIME OF CLOSING) ERMAIN AND ANGELICA VILLA	\$1020.00 (Month to Month)	\$1387.50

Seller represents that the present tenant is current in its payment of monthly rent. If there is a Lease agreement in effect, seller agrees to furnish a copy of the Lease to the buyer's attorney following full execution of the Contract.

32. The parties acknowledge that the premises are located in a flood hazard area. This Contract is contingent upon the buyer's ability to secure appropriate flood hazard insurance, acceptable to the lender. In the event the buyer is unable to secure flood insurance, or if the lender shall not approve the flood insurance, the buyer shall have the right to cancel the Contract. If the Contract is canceled, all deposit money shall be returned to the buyer, after which neither party shall have any further rights or obligations, each to the other, under the Contract.

SIGNED AND AGREED TO BY:

Date Signed:

COMMUNITY HOPE, INC.
BUYER

4.2.01

BY [Signature] (Seal)

(Seal)
BUYER

A & H PARTNERSHIP
SELLER

4/5/01

BY [Signature] (Seal)

(Seal)

STATE OF NEW JERSEY, COUNTY OF

SS:

I certify that on
personally came 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.

=====

CONTRACT FOR SALE OF REAL ESTATE
BETWEEN

DATED:

A & H PARTNERSHIP

SELLER,

AND

COMMUNITY HOPE, INC.

BUYER.

=====

Broker's Commission. The Seller agrees to pay NO REAL ESTATE COMMISSION - NO BROKERS ARE INVOLVED IN THIS SALE ON BEHALF OF EITHER PARTY.

A & H PARTNERSHIP (Seller)

by 

COMMUNITY HOPE, INC. (Buyer)

by 

8. HABITAT FOR HUMANITY, 32 SPRING STREET

125 STD
D
updated June 2007

Nd-21

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 25 day of July, 2014 by and between

Morris Habitat for Humanity, Inc., a not-for-profit corporation of the State of New Jersey
whose address is 274 South Salem Street, Randolph, NJ 07869, referred to as the Grantor,

and

Mercedes Benjamin, having an address of 3 West Cooper Street, Apt. E, Dover, NJ 07801, referred to as the Grantee

(USED LOC AS MAILING ADDRESS)

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of \$One Hundred, Twenty-Five Thousand Dollars and no cents (\$125,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Dover, County of Morris, State of New Jersey, and described more specifically as Block No. 514, Lot No. 14.04, CO1, and known by the street address:

32 Spring Street
Dover, New Jersey, 07801

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

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 "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, 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; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Morris Habitat for Humanity, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

OCT 27 2014

11/17/14

updated June 2007

- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

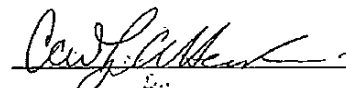
Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent 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. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent 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 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.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.



Signed, sealed and delivered in
the presence of or attested by:

CAROLYN A. HARAKSIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015


Blair Schleicher Bravo, Executive Director

_____ [seal]

_____ [seal]

_____ [seal]

_____ [seal]

TITLE INSURANCE COMMITMENT
Issued by Integra Title & Abstract, LLC
AGENT FOR NORTH AMERICAN TITLE INSURANCE COMPANY

Commitment Number: ITA-545

SCHEDULE C

LEGAL DESCRIPTION

Known as and designated as Unit No. 1 situated in Spring Street Habitat Condominium , a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 50% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Spring Street Habitat Condominium, dated 1-2-2014, recorded 1-2-2014, in the Office of the Morris Clerk/Register in Deed Book 22478, Page 864, as same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as 32 Spring Street, Tax Lot 14.01, Tax Block 514 on the Official Tax Map of Town of Dover, NJ.

GIT/REP-3
(5-12)

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) Morris Habitat for Humanity
 Current Resident Address 274 South Salem Street
 City, Town, Post Office Randolph State NJ Zip Code 07869

PROPERTY INFORMATION (Brief Property Description):

Block(s) 514 Lot(s) 14.04 Qualifier C01
 Street Address 32 Spring Street
 City, Town, Post Office Dover State NJ Zip Code 07801
 Seller's Percentage of Ownership 100 Consideration \$125,000.00 Closing Date 7/25/2014

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents):

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.
6. ☐ 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: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 (see instructions).
☐ No non-like kind property received.
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.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

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. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

7/25/2014
 Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Blair Schleicher Bravo, Executive Director

1647 - Seller's Residency Certification/Exemption
 GIT/REP-3
 Rev. 5/12 P2/14

Powered by
HTTdocs

Printed by ALL-STATE LEGAL®
 A Division of ALL-STATE International, Inc.
 www.allstate.com 800.222.0610 Page 1

MUST SUBMIT IN DUPLICATE
 NJC1645 - Affidavit of Consideration
 RTF-1 (Rev. 7/14/10) P2/14

Printed by ALL-STATE LEGAL®
 www.aslegal.com 800.222.0510 Page 1

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
 (Chapter 49, P.L. 1968, as amended through Chapter 83, P.L. 2006) (N.J.S.A. 46:15-6 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } COUNTY MORRIS	SS. County Municipal Code 1409	FOR RECORDER'S USE ONLY Consideration \$ 125,000 RTF paid by seller \$ 125.00 Date 7/25/14 By SIC
--	-----------------------------------	--

Municipality of Property Location: Dover

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) **PARTY OR LEGAL REPRESENTATIVE** (Instructions 3 and 4 attached)

Deponent, Blair Schleicher-Bravo, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Executive Director of Grantor in a deed dated _____
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
 transferring real property identified as Block No. 514, Lot No. 14.04 CO1 located at
32 Spring Street, Dover and annexed thereto.
 (Street Address, Town)

(2) **CONSIDERATION: \$125,000.00** (Instructions 1 and 5) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) **REQUIRED CALCULATION** of Equalized Valuation for all Class 4A (Commercial) Property Transactions:
 (Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
 \$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) **FULL EXEMPTION FROM FEE:** (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) **PARTIAL EXEMPTION FROM FEE:** (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction 9) <input type="checkbox"/> Grantor(s) 62 years of age or over* <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale <input type="checkbox"/> One- or two-family residential premises		<input type="checkbox"/> Resident of the State of New Jersey <input type="checkbox"/> Owners as joint tenants must all qualify	
B. BLIND PERSON (Instruction 9) <input type="checkbox"/> Grantor(s) legally blind* <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale <input type="checkbox"/> One- or two-family residential premises <input type="checkbox"/> Resident of the State of New Jersey <input type="checkbox"/> Owners as joint tenants must all qualify		DISABLED PERSON (Instruction 9) <input type="checkbox"/> Grantor(s) permanently and totally disabled* <input type="checkbox"/> Grantor(s) receiving disability payments* <input type="checkbox"/> Grantor(s) not gainfully employed* <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale <input type="checkbox"/> One- or two-family residential premises <input type="checkbox"/> Resident of the State of New Jersey <input type="checkbox"/> Owners as joint tenants must all qualify	
C. LOW AND MODERATE INCOME HOUSING (Instruction 9) <input checked="" type="checkbox"/> Affordable according to HUD standards <input checked="" type="checkbox"/> Meets income requirements of region			
<input checked="" type="checkbox"/> Reserved for occupancy <input checked="" type="checkbox"/> Subject to resale controls			

(6) **NEW CONSTRUCTION** (Instructions 2, 10 and 12)

☐ Entirely new improvement ☐ Not previously occupied
☐ Not previously used for any purpose ☐ "New Construction" printed clearly at top of the first page of the deed

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions 5, 12 and 14)

☐ No prior mortgage assumed or to which property is subject at time of sale
☐ No contributions to capital by either grantor or grantee legal entity
☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) 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 33, P.L. 2006.

Subscribed and sworn to before me
 this 25th day
 of July, 2014

Cedric A. Harkness
 Notary Public

Blair Schleicher-Bravo
 Signature of Deponent
 274 South Salem Street
 Randolph, NJ 07834

Deponent Address

Morris Habitat for Humanity, Inc.

Grantor Name

274 South Salem Street
 Randolph, NJ 07834

Grantor Address at Time of Sale

XXX-XX-X 8 0 2
 Last 3 digits in Grantor's Soc. Sec. No.

James P. Mullen
 Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Num. <u>2014053274</u>	County <u>Morris</u>
Deed Number _____	Book <u>22602</u> Page <u>824</u>
Deed Dated <u>7/25/14</u>	Date Recorded <u>7/27/14</u>

CAROLYN A. HARKNESS
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Sept. 10, 2015

When section 3A is completed, county recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller to:

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For 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/tp/localtax.htm.

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Morris

I am either (check one) ☐ a Notary Public or ☐ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the _____ day of _____, 2014 Blair Schleicher Bravo appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ _____.

Officer's signature: Sign above, and print stamp or type name below

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Morris

I am either (check one) ☒ a Notary Public or ☐ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the _____ day of _____, 2014, Stephanie Buonarota (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is an employee of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Blair Schleicher Bravo, the officer who signed this Deed is the (title) Executive Director of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ _____.

Sworn and signed before me on the date above written:

Witness: Stephanie Buonarota

CAROLYN A. HARAKSIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015



MORRIS COUNTY, NJ
ANN F. GROSSI, COUNTY CLERK
DEED-DR BOOK 22602 PG 874
RECORDED 10/07/2014 12:29:43
FILE NUMBER 2014053274
RCPT #: 9995823 RECD BY: 8Keefe
RECORDING FEES \$90.00
TOTAL TAX \$125.00

Please Record & Return to:
Carolyn Haraksin
Morris Habitat for Humanity
274 South Salem Street, Suite 100
Randolph, NJ 07869

9. HABITAT FOR HUMANITY, 30 SPRING STREET

16521
D updated June 2007

NJ-21

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 25th day of July, 2014 by and between

Morris Habitat for Humanity, Inc., a not-for-profit corporation of the State of New Jersey
whose address is 274 South Salem Street, Randolph, NJ 07869, referred to as the Grantor,

and

Janeth E. Calle, having an address of 57 Hudson Street, Dover, NJ 07801, referred to as the Grantee.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of \$One Hundred, Twenty-Five Thousand Dollars and no cents (\$125,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

(USEE 1. AT THE ADDRESS ABOVE)

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Dover, County of Morris, State of New Jersey, and described more specifically as Block No. 514, Lot No. 14.04, CO2, and known by the street address:

30 Spring Street
Dover, New Jersey, 07801

Article 3. Grantor's Covenant

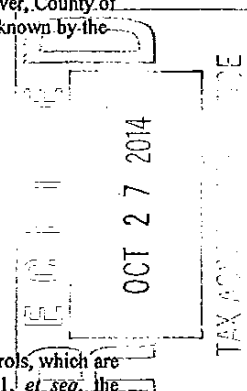
The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

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 "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, 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; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Morris Habitat for Humanity, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").



36
11/19/14

updated June 2007

- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

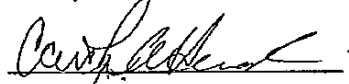
Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent 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. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent 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 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.

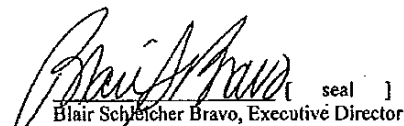
EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.



Signed, sealed and delivered in
the presence of or attested by:

CAROLYN A. KARASIK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sep 10, 2015

 seal]
Blair Schleicher Bravo, Executive Director

_____ [seal]

_____ [seal]

_____ [seal]

TITLE INSURANCE COMMITMENT

Issued by Integra Title & Abstract, LLC

AGENT FOR NORTH AMERICAN TITLE INSURANCE COMPANY

Commitment Number: ITA-546

SCHEDULE C

LEGAL DESCRIPTION

Known as and designated as Unit No. 2 situated in Spring Street Habitat Condominium , a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 50% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Spring Street Habitat Condominium, dated 1-2-2014, recorded 1-2-2014, in the Office of the Morris Clerk/Register in Deed Book 22478, Page 864, as same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as 30 Spring St, Tax Lot 14.02, Tax Block 514 on the Official Tax Map of Town of Dover, NJ.

GIT/REP-3
(5-12)

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) Morris Habitat for Humanity, Inc.Current Resident Address 274 South Salem StreetCity, Town, Post Office Randolph State NJ Zip Code 07834**PROPERTY INFORMATION** (Brief Property Description):Block(s) 514 Lot(s) 14.04 CO2 Qualifier _____Street Address 30 Spring StreetCity, Town, Post Office Dover State NJ Zip Code 07801Seller's Percentage of Ownership 100 Consideration \$125,000.00 Closing Date _____**SELLER'S ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents):

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.
6. ☐ 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 (see instructions).
☐ No non-like kind property received.
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.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

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. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
Blair Schleicher-Bravo, Executive Director

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

MUST SUBMIT IN DUPLICATE
NC1648 - Affidavit of Consideration
RTP-1 (Rev. 7/14/10) P2/14

Printed by ALL-STATE LEGAL®
www.aslegal.com 800.222.0510 Page 1

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (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

SS.

County Municipal Code

1409

COUNTY MORRIS

FOR RECORDER'S USE ONLY

Consideration \$ 125,000

RTP paid by seller \$ 125.00

Date 10/17/14 By SK

Municipality of Property Location: Dover

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)

Deponent, Blair Schelcher-Bravo, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Executive Director of Grantor in a deed dated
(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
transferring real property identified as Block No. 614, Lot No. 14.04 CO2 located at
30 Spring Street, Dover and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION: \$125,000.00 (Instructions 1 and 5) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:
(Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$ ÷ % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail:

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction 9)

- ☐ Grantor(s) 62 years of age or over* ☐ Resident of the State of New Jersey
☐ Owned and occupied by grantor(s) at time of sale ☐ Owners as joint tenants must all qualify
☐ One- or two-family residential premises

B. BLIND PERSON (Instruction 9)

- ☐ Grantor(s) legally blind*
☐ Owned and occupied by grantor(s) at time of sale
☐ One- or two-family residential premises
☐ Resident of the State of New Jersey
☐ Owners as joint tenants must all qualify

* IN THE CASE OF HUSBAND AND WIFE OR
STATUTORY PARTNER, ONLY ONE GRANTOR
NEED QUALIFY IF TENANTS BY THE ENTIRETY.

DISABLED PERSON (Instruction 9)

- ☐ Grantor(s) permanently and totally disabled*
☐ Grantor(s) receiving disability payments*
☐ Grantor(s) not gainfully employed*
☐ Owned and occupied by grantor(s) at time of sale
☐ One- or two-family residential premises
☐ Resident of the State of New Jersey
☐ Owners as joint tenants must all qualify

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

- ☒ Affordable according to HUD standards ☒ Reserved for occupancy
☒ Meets income requirements of region ☒ Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

- ☐ Entirely new improvement ☐ Not previously occupied
☐ Not previously used for any purpose ☐ "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14)

- ☐ No prior mortgage assumed or to which property is subject at time of sale
☐ No contributions to capital by either grantor or grantee legal entity
☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) 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 33, P.L. 2006.

Subscribed and sworn to before me
this 25th day
of July, 2014

Signature of Deponent

274 South Salem Street
Randolph, NJ 07834

Deponent Address

Morris Habitat for Humanity, Inc.

Grantor Name

274 South Salem Street
Randolph, NJ 07834

Grantor Address at Time of Sale

XXX-XX-X 8 0 2

Last 3 digits in Grantor's Soc. Sec. No.

James P. Mullen

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number 2014053273

County Morris

Deed Number

Book 22602 Page 842

Deed Dated 7/25/14

Date Recorded 10/21/14

When section 8A is completed, county recording
officers shall forward one copy of each Affidavit of
Consideration for Use by Seller to:

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For 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/lpt/localtax.htm.

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Morris

I am either (check one) X a Notary Public or a , an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the day of , 2014 Blair Schleicher Bravo appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$.

Officer's signature: Sign above, and print stamp or type name below

CORPORATE PROOF BY SUBSCRIBING WITNESS

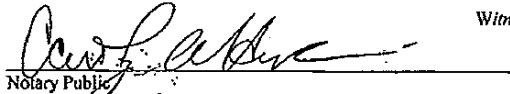
State of New Jersey, County of Morris

I am either (check one) X a Notary Public or a , an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 25th day of JULY, 2014, Stephanie Buonarota (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the Director of Volunteer Services of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Blair Schleicher Bravo, the officer who signed this Deed is the (title) Executive Director of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$.

Sworn and signed before me on the date above written:


Notary Public

CAROLYN A. HARKSIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015

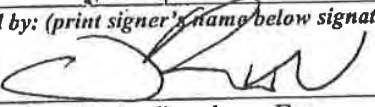

Witness: Stephanie Buonarota

RTH
CAROLYN HARKSIN
MORRIS HABITAT FOR HUMANITY
274 SOUTH SALEM STREET
RANDOLPH, NEW JERSEY 07869



MORRIS COUNTY, NJ
ANN F. GROSSI, COUNTY CLERK
DEED-OR BOOK 22602 PG 868
RECORDED 10/07/2014 12:29:43
FILE NUMBER 2014053273
RCPT #: 9995827 RECD BY: Skeefe
RECORDING FEES \$90.00
TOTAL TAX \$125.00

10. HABITAT FOR HUMANITY, 114 BAKER STREET

Prepared by: (print signer's name below signature)

Douglas R. Henshaw, Esq.

**DEED**

This Deed is made on December 13, 2005

BETWEEN

Housing Authority of the County of Morris
a duly organized Housing Authority created pursuant
to the provisions of N.J.S.A. 40:A:12A-1, et seq.

whose post office address is: **99 Ketch Road, Morristown, New Jersey 07960**

referred to as the Grantor,

AND

Elise Ostrowski, single

whose post office address is: **about to be 114 Baker Street, Dover, New Jersey 07801**

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (call the "Property") described below to the Grantee. This transfer is made for the sum of Eighty Thousand Dollars and 00/100 (\$80,000.00). The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of the Town of Dover
 Block No. 712 Lot 8 Qualifier No.
 Account No. _____

☐ (Check Box if Applicable.)
 No property tax identification number is available on the date of this Deed.

3. Property. The Property consists of the land and all the buildings and structures on the land in the Town of Dover, County of Morris and State of New Jersey. The legal description is:

☒ (Check Box if Applicable.) Please see attached Legal Description annexed hereto and made a part hereof as Schedule A

Being the same premises conveyed to Grantors by Deed from Secretary of Housing and Urban Development of Washington D.C., dated April 4, 2005, and recorded in the Office of the Clerk of Morris County on April 13, 2005, in Deed Book 6308 at Page 291.

24

First American Title Insurance Company

SCHEDULE C

LEGAL DESCRIPTION

File No.: MAX05-1383F

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

Metes and bounds description to be provided upon receipt of a survey, ordered, not yet received.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 8 in Block 712 on the Town of Dover Tax Map.

JOHN BRAMHALL - MORRIS COUNTY CLERK
DATE 01 05 2006 TIME 01 52 PM PAGES 24
CONSIDERATION 80,000.00 E
145.00 COFE COUNTY FEES
125.00 STPG STATE PAGE FEE
270.00 TOTAL RECORDING FEES
.00 TOTAL TRANSFER TAX FEES
JH-PD CK 4030

DB06525P092

Subject to easements, restrictions, covenants of record, state and municipal regulations and ordinances and such state of facts as an accurate survey may disclose

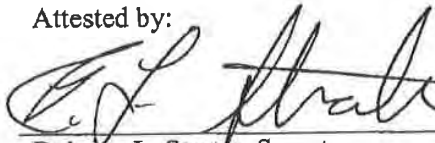
The Owner's right, title and interest in this property and the use, sale and resale of this property are subject to the terms, conditions, restrictions limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is attached hereto as Schedule B and which is on file in the Office of the Clerk of Morris County and is also on file with the Housing Authority of the County of Morris.

The street address of the Property is: **114 Baker Street, Dover, New Jersey**


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.)

Attested by:


Roberta L. Strater, Secretary

Housing Authority of the County of Morris

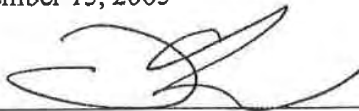
By:  (Seal)
Elizabeth P. Denecke,
Chairman of Board of Commissioners

STATE OF NEW JERSEY, COUNTY OF MORRIS : SS

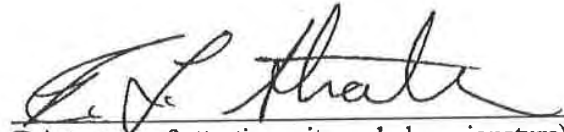
I CERTIFY that on December 13, 2005, Roberta L. Strater personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of Housing Authority of the County of Morris the entity named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper officer who is Chairman of the Housing Authority of the County of Morris;
- (c) this Deed was signed and delivered by the Housing Authority of the County of Morris as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;
- (d) this person knows the proper seal of the Housing Authority of the County of Morris which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$80,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
December 13, 2005



Douglas R. Henshaw
Attorney at Law of the State of New Jersey



(Print name of attesting witness below signature)
Roberta L. Strater, Secretary

GIT/REP-3
(6-05)

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)

Housing Authority of the County of Morris

Current Resident Address:

Street: 99 Ketch Road

City, Town, Post Office

State

Zip Code

MorristownNJ07960**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

Lot(s)

Qualifier

7128

Street Address:

114 Baker Street

City, Town, Post Office

State

Zip Code

DoverNJ07801

Seller's Percentage of Ownership

Consideration

Closing Date

100%\$80,000.00December, 2005**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 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.
6. ☐ 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 interstate 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.

December 13, 2005

Date

December 13, 2005

Date

Elizabeth P. Denecke, Chairman
 of Housing Authority of the County of Morris (Seller)

Signature

Roberta L. Strater, Secretary

(Seller) Please indicate if Power of Attorney or Attorney in Fact

992187

DB06525P095

RTF-1 (Rev. 8/2004)

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004)

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

SS.

COUNTY OF Morris**FOR RECORDER'S USE ONLY**

Consideration	\$	
RTF paid by seller	\$	
Date	By	

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Douglas R. Henshaw, being duly sworn according to law upon his/her oath, deposes and
 (Name)

says that he/she is the Legal Representative in a deed dated December 15, 2005 transferring
 (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
 real property identified as Block number 712 Lot number 8 located at

114 Baker Street, Town of Dover, County of Morris and annexed thereto.
 (Street Address, Municipality, County)

(2) CONSIDERATION \$ 80,000.00 (See Instructions #1 and #5 on reverse side)

(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 C. 49, P.L. 1968, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Housing Authority of the County of Morris is an instrumentality of the County of Morris

(4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over.* (See Instruction #7 on reverse side for A or B)
- B. ☐ **BLIND PERSON** Grantor(s) ☐ legally blind or.*
- ☐ **DISABLED PERSON** Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*
- Senior citizens, blind or disabled persons must also meet all of the following criteria.
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of the State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
- ☐ Meets income requirements of region. ☐ Subject to resale controls.

(5) NEW CONSTRUCTION (See Instructions #8 and #10 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce 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.

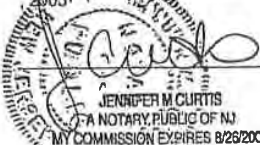
Subscribed and sworn to before me
 this 17 day of December
 2005.

Signature of Deponent

Housing Authority of the County of Morris
 Grantor Name
 99 Ketch Road, Morristown, NJ 07960

100 Southgate Parkway,
 Morristown, NJ 07962
 Deponent Address

Grantor Address at Time of Sale



Porzio, Bromberg & Newman, P.C.
 Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law.
 This form may not be altered or amended without the approval of the Director.

992450 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/lpt/localtax.htm.

DB06525P096

AFFORDABLE HOUSING AGREEMENT

Containing Deed Restrictions

A Declaration of Covenants, Conditions and Restrictions

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$280,000.00, this AGREEMENT is entered into on this 21ST day of DECEMBER, 2005 between **Morris County Affordable Housing Corporation**, owner of the property known as Lot 8, Block 712, Dover, NJ, hereafter "**OWNER**" and **Housing Authority of the County of Morris**, hereafter "**AUTHORITY**", 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 30 years beginning on DECEMBER 21, 2005 and ending at the first non-exempt transfer of title after 30 years.

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit remain 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 insure 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 the 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 and authorized income guideline for geographic region and family size.

"**Agreement**" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"**Assessments**" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"**Authority**" shall mean the administrative organization for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing

DB06525P097

Agreement. The Authority shall exercise the rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"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.

"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 or 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 or 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 Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Authority.

TITLE INSURANCE COMMITMENT
Issued by Title Masters, LLC
AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File #: TM14-11165

SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT I

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ:

Known and designated as Proposed Lot 1.01 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at a concrete monument to be set at an angle point in the westerly line of Harding Avenue (50' R.O.W.), said point being the northeasterly corner of Proposed Lot 1.01 and Lot 2, Block 2205 as shown on Filed Map Book 8, Page 42 and point lying North 17 degrees 18 minutes 00 seconds West, a distance of 365.00 feet from the intersection of said westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving said westerly line of Harding Avenue, along the line dividing of Proposed Lot 1.01 and Lot 2, Block 2205, South 56 degrees 00 minutes 41 seconds West, a distance of 104.40 feet to a point in the line dividing Proposed Lot 1.01 and Lot 15, Block 2205; THENCE

(2) Along the dividing line of Proposed Lot 1.01 and Lots 15, 16 and Proposed Lot 1.02, Block 2205, North 17 degrees 18 minutes 00 seconds West, a distance of 75.36 feet to a point in the southerly line of Harding Avenue; THENCE

(3) Along the southerly line of Harding Avenue, on a curve to the left having a radius of 45.00 feet, a length of 25.60 feet, a chord bearing of North 59 degrees 08 minutes 03 seconds East, a chord distance of 25.26 feet and an included angle of 32 degrees 35 minutes 42 seconds to a concrete monument to be set at a point of reverse curvature; THENCE

(4) Still along said southerly line of Harding Avenue, on a curve to the right having a radius of 15.00 feet, a length of 18.41 feet, a chord bearing of North 78 degrees 00 minutes 06 seconds East, a chord distance of 17.28 feet and an included angle of 70 degrees 19 minutes 49 seconds to a concrete monument to be set at a point of tangency; THENCE

(5) Still along said southerly line of Harding Avenue, South 66 degrees 50 minutes 00 seconds East, a distance of 76.56 feet to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: Harding Avenue, Town of Dover
 Morris County, NJ 07801 Block: 2205 Part of Lot: 1 (base lot)

“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 the Authority.

“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 the Authority.

“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 sale 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 Authority 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 Authority as security for the payment due under the Repayment Note.

“Repayment Note” shall mean the second mortgage note signed by the owner that requires the repayment to the Authority 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: 712 Lot: 8

County: Morris 3 # of Bedrooms:

Complete Street Address: 114 BAKER STREET, DOVER, NJ 07801

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A; or
2. The date upon which the event set forth in **Section IX FORECLOSURE** herein shall occur.

C. 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 increase as determined by the Index applicable to the Authority 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. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Authority 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 Lien for a period of up to thirty (30) years.

2. Alternately, the owner may also elect to sell to any purchaser at fair market Price. In this event, the Owner shall be obligated to pay the Authority 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**.
3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell the option to buy shall be restored to the Authority and subsequently to the Agency or a Non-Profit approved by the Authority. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier 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** 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 Authority wherein the unit is 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 Purchases 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 and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the **AFFORDABLE HOUSING AGREEMENT** which is on file in the Office of the Clerk of Morris County and is also on file with the Authority."

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 the 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 Units 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 alterations 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.
- D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.
- E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property, Owners shall not execute any purchase agreements, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.
- F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.
- G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or not Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority 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 Authority, 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 By-Laws, 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 Authority, 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 Exemption 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 Authority, 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) of notification of an approved resale price and referral of potential purchaser. Prior to issuing a Hardship Waiver, the Authority 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 Authority may transfer this option to any Agency, or a qualified non-profit organization as determined by the Authority. 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 filed 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 service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the 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 the 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 the 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 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 though 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 mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the Authority wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized 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 the 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 performances.

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 of the property stated below:
Morris County Housing Authority
99 Ketch Road
Morristown, NJ 07960

Or such other address that the Authority or Owner 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 provision 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 to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments

and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNERS CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the 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 at no charge.

Dated:

By: Elise Ostrowski
Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)
)ss
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 21 day of Dec, 192005 before me, the subscriber, Elise Ostrowski personally appeared _____ 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.

Margaret P. Miller

Margaret P. Miller
An Attorney at Law
for the State of NJ

DB06525P107

REPAYMENT OF MORTGAGE NOTE

December 21, 2005 MORRIS, New Jersey

FOR VALUE RECEIVED ELISE OSTROWSKI (referred to as the "Borrower") promises to pay to Morris County Housing Authority (referred to as the "Authority") the amounts specified in this Note and promises to abide by the terms contained below.

REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in the Note, the Borrower is giving the Authority a Repayment Mortgage, dated December 21, 2005. The Repayment Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Repayment Mortgage. This mortgage is subordinate to the first mortgage executed contemporaneously herewith or any subsequent financing.

BORROWER'S PROMISE TO PAY AND OTHER TERMS

1. The Property is subject to terms, restrictions and conditions that prohibit its sale at a fair market price for an established period of time. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds a maximum allowable resale price established by the Authority.
 - a. All proceeds received during the restricted period in excess of the restricted amount shall be paid to the Authority.
 - b. At the first non-exempt sale of the Property after restrictions have ended, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period of resale (the "Price Differential") to the Authority.
2. The amount due and payable to the authority shall be calculated as follows:

FAIR MARKET PRICE less MAXIMUM ALLOWABLE RESALE PRICE
equals
PRICE DIFFENTIAL

BORROWER'S PROCEEDS
equals
MAXIMUM ALLOWABLE RESALE PRICE plus 5% OF PRICE
DIFFERENTIAL

AMOUNT OF NOTE
equals
FAIR MARKET PRICE less BORROWER'S PROCEEDS

WAIVER OF FORMAL ACTS

The Borrower waives its right to require the Authority to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

RESPONSIBILITY UNDER NOTE

All Borrowers signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Authority may enforce this Note against any one or more of the Borrowers together.

SIGNATURES

The Borrower agrees to the terms of this Note by signing below.

WITNESSED

maeyun
Signature

12-21-05

Date

Elise Chowski
Signature (Borrower)

Signature (Co-Borrower)

DB06525P109

**REPAYMENT MORTGAGE
Containing Deed Restrictions**

**MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE MONEY
MORTGAGE OR REFINANCING**

Prepared by: James R. Muller

This Mortgage made on December 21, 2015 between ELISE OSTROWSKI
Referred to as "Borrower") and Morris County Housing Authority (referred to as the
"Authority").

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property
(described below) purchased by the Borrower, the Borrower has signed a note dated
December 21, 2015. The Borrower promises to pay the amounts due under the Note and to
abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the
performance of all promises under the Note. The Borrower mortgages the real estate
owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the Town of Dover
County of Morris and State of New Jersey, specifically described as follows:
Street Address: 114 PARKER AVENUE
City: Dover Zip: 07801 Block No: 712 Lot No: 8
Also more particularly described as:

Together with:

1. All Buildings and other improvements that now or will be located on the Property.
2. All fixtures, equipment and personal property that now or will be attached to or used
with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGMENTS

1. The Borrower acknowledges and understands that:
 - a) The Property which is subject to this Mortgage has been designated as
housing which must remain affordable to low and moderate income
households for at least thirty years; and
 - b) To ensure that such housing, including this Property, remains affordable to
low and moderate income households during the restricted period, and
Affordable Housing Agreement has been executed by the Borrower that
constitutes covenants running with the land with respect to the Property and

the Authority has adopted procedures and restrictions governing the resale of the Property; and

- c) The Authority to which the Property is mortgaged has been designated to administer the procedures and restrictions governing such housing.
2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:
 - a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer title to the property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.
 - b) At the first non-exempt transfer of the title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.
2. The Borrower warrants title to the premises. This means the Borrower owns the Property and will defend its ownership against all claims.
3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.
5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedures in calculating the maximum allowable resale price, the method of repayment described in item 1(b) of the section entitled "Borrowers Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to lenders who hold mortgages, and also all rights the law gives to the Authority under the Affordability Controls. The rights given to the Authority and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrowers and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Authority will cancel this Mortgage at its expense.

DEFAULT

The Authority may declare the Borrower in default on the Note and this Mortgage if:

- 1) The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
- 2) The Borrower fails to make any payment required by the Note and this Mortgage;
- 3) The Borrower fails to keep any other promises made in this Mortgage;
- 4) The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
- 5) The holder of any lien on the Property starts foreclosure proceedings; or
- 6) Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the right of the First Mortgagee, all rights given by law or set forth in this Mortgage.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY AUTHORITY

The Authority may exercise any right under this Mortgage or under any law, even if the Authority has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Authority does not waive its right to declare the Borrower is in default by making payments or incurring expense on behalf of the Borrower.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Authority may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage executed contemporaneously herewith or any subsequent refinancing.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority.

SIGNATURES

The Borrower agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Borrower acknowledges receipt of a true copy of this mortgage at no charge.

Dated: 12-21-05

ATTEST: maeyu

By: Elise Ostrowski
Signature (Borrower)

Signature (Co-Borrower)

STATE OF NEW JERSEY)
)ss
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 21 day of Dec, 2005, 19__ before me, the subscriber Elise Ostrowski MP Miller personally appeared Elise Ostrowski who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Borrower (Co-Borrower) named in the within instrument; that is the Repayment Mortgage for 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.

Margaret P. Miller
Margaret P. Miller
An Attorney at Law
for the State of ND

11. HABITAT FOR HUMANITY, 263 ANN STREET

100300

DM

updated June 2007

RFR

Margaret P. Miller
Attorney at Law
441 Route 202

Towaco, New Jersey 07082

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Prepared by:

James P. Mullen

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 24th day of November 2010 by and between

Morris Habitat for Humanity, Inc., having an address of 102 Iron Mountain Road, Suite H, Mine Hill,
New Jersey, 07803 (Grantor) and

Elizabeth Villareal having an address of 31-03 Clyde Potts Drive, Morristown, New Jersey 07960
(Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Fifty Thousand Dollars (\$ 150,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

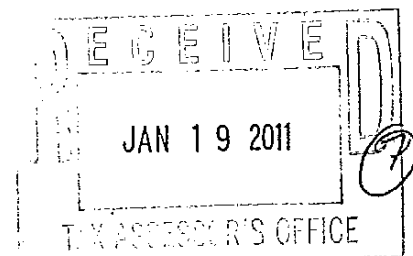
The Property consists of all of the land, and improvements thereon, that is located in the municipality of Dover, County of Morris, State of New Jersey, and described more specifically as Block No. 403 Lot No. 12, and known by the street address:

_____ 263 Ann Street _____

_____ Dover, NJ 07801 _____

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.



updated June 2007

Article 4. Affordable Housing Covenants

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 "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, 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; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Morris Habitat for Humanity, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

updated June 2007

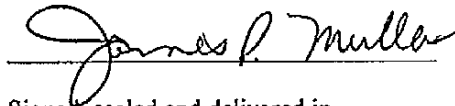
Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent 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. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent 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 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.

EXECUTION BY GRANTOR

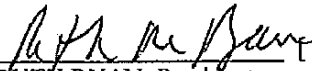
Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.



Signed, sealed and delivered in
the presence of or attested by:

JAMES P. MULLEN, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY

MORRIS HABITAT FOR HUMANITY, INC.

By:  seal]
RUTH RYAN, President

By:  seal]
ELIZABETH EVERETT, Secretary

_____ [seal]

_____ [seal]

updated June 2007

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Morris

I am either (check one) a Notary Public or ☒ a Attorney At Law, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 24th day of November, 2010, ELIZABETH EVERETT (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Ruth Ryan, the officer who signed this Deed is the (title) President of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 150,000.

Sworn and signed before me on the date above written:

James P. Mullen
 Officer's signature: Sign above, and print stamp or type name below
JAMES P. MULLEN, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY

Elizabeth Everett
 Witness: Elizabeth Everett



MORRIS COUNTY, NJ
 JOAN BRAMHALL, COUNTY CLERK
 DEED-OR BOOK 21710 PG 0388
 RECORDED 01/07/2011 12:49:48
 FILE NUMBER 2011001805
 RCPT #: 596726; RECD BY: natasha
 RECORDING FEES 100.00
 MARGINAL NOTATION 0.00
 TOTAL TAX 150.00

STEWART TITLE GUARANTY COMPANY

Olde School Title Services, LLC

414 Centre Street 2nd Floor
Nutley, NJ 07110

Telephone: (973) 320-8896 Fax: (973) 542-1161

File Number: OST2284

**SCHEDULE C
LEGAL DESCRIPTION**

ALL that certain tract or parcel of land, situated, lying and being in the Town of Dover, County of Morris, State of New Jersey, more particularly described as follows:

BEGINNING at a point in the westerly side line of Ann Street, said point being distant 125.00 feet on a course of South 35 degrees 11 minutes West from the intersection of the southerly side line of Edgewood terrace with the westerly side line of Ann Street, said beginning corner being the fourth corner of the lot conveyed to Thomas P. Coulthard and wife, by Ev-Ken Estates, Inc., by deed dated June 30, 1953, and recorded in the Morris County Clerk's Office in Book S-54 of Deeds, pages 303 & c, and from thence runs

- (1) Along the third line reversed of the above mentioned deed, North 54 degrees 49 minutes 00 seconds West, 150.00 feet to the third corner; thence
- (2) North 39 degrees 33 minutes 40 seconds West, 31.26 feet to a point; thence
- (3) South 58 degrees 09 minutes 00 seconds West, 89.29 feet to a point; thence
- (4) South 54 degrees 49 minutes 00 seconds East, 215.19 feet to a point in the westerly side line of Ann Street; thence
- (5) Along the westerly side line of Ann Street, North 35 degrees 11 minutes 00 seconds East, 74.00 feet to the point and place of **BEGINNING**.

NOTE: Being Lot(s) Lot: 12, Block: 403; Tax Map of the Town of Dover, County of Morris, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

MUST SUBMIT IN DUPLICATE
NOTES - Affidavit of Consideration
RTF-1 (Rev. 7/14/10) P.1/1

Printed by ALL-STATE LEGAL
www.legal.com 800.822.6510 Page 1

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 83, P.L. 2006) (N.J.S.A. 42:15-6 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } SS. County Municipal Code	FOR RECORDER'S USE ONLY
COUNTY MORRIS } 1409	Consideration \$ 150,000
Municipality of Property Location: Dover	RTF paid by seller \$ 150.00
	Date 1-7-2011 By [Signature]

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 2 and 4 attached)
Deponent, Blair Schleicher-Bravo, being duly sworn according to law upon his/her oath deposes and says that he/she is the Executive Director in a deed dated 11/24/10
(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
transferring real property identified as Block No. 403 Lot No. 12 located at
263 Ann Street, Dover and annexed thereto.

(2) CONSIDERATION: \$150,000.00 (Instructions 1 and 5) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 8A is required.

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions (Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE: (Instruction 5)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL

BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 118, P.L. 2004 and C. 68, P.L. 2004 for the following reason(s): Property is being conveyed to persons who qualify as low and moderate per the regulations

A. SENIOR CITIZEN (Instruction 9)

- | | |
|--|--|
| <input type="checkbox"/> Grantor(s) 62 years of age or over.* | <input type="checkbox"/> Resident of the State of New Jersey. |
| <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale. | <input type="checkbox"/> Owners as joint tenants must all qualify. |
| <input type="checkbox"/> One- or two-family residential premises. | |

B. BLIND PERSON (Instruction 9)

- | | |
|--|--|
| <input type="checkbox"/> Grantor(s) legally blind.* | <input type="checkbox"/> Disabled PERSON (Instruction 9) |
| <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale. | <input type="checkbox"/> Grantor(s) permanently and totally disabled.* |
| <input type="checkbox"/> One- or two-family residential premises | <input type="checkbox"/> Grantor(s) receiving disability payments.* |
| <input type="checkbox"/> Resident of the State of New Jersey. | <input type="checkbox"/> Grantor(s) not gainfully employed.* |
| <input type="checkbox"/> Owners as joint tenants must all qualify. | <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale. |

- | | |
|---|--|
| * IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY. | <input type="checkbox"/> One- or two-family residential premises |
| | <input type="checkbox"/> Resident of the State of New Jersey. |
| | <input type="checkbox"/> Owners as joint tenants must all qualify. |

C. LOW AND MODERATE INCOME HOUSING (Instruction 10)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Affordable according to HUD standards. | <input checked="" type="checkbox"/> Reserved for occupancy. |
| <input checked="" type="checkbox"/> Meets income requirements of region. | <input checked="" type="checkbox"/> Subject to resale controls. |

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Entirely new improvement. | <input type="checkbox"/> Not previously occupied. |
| <input checked="" type="checkbox"/> Not previously used for any purpose. | <input type="checkbox"/> "New Construction" printed clearly at top of the first page of the deed. |

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14)

- | |
|--|
| <input checked="" type="checkbox"/> No prior mortgage assumed or to which property is subject at time of sale. |
| <input type="checkbox"/> No contributions to capital by either grantor or grantee legal entity. |
| <input type="checkbox"/> No stock or money exchanged by or between grantor or grantee legal entities. |

(8) 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 83, P.L. 2006.

Subscribed and sworn to before me
this November day
of 2011, 20 10

Signature of Deponent
[Signature]
102 Iron Mountain Road, Suite H
Mine Hill, NJ 07803

Grantor Name
Morris Habitat for Humanity, Inc.
102 Iron Mountain Road, Suite H
Mine Hill, NJ 07803

[Signature]
Notary Public

Deponent Address
XXX-XX-X 802
Last 8 digits in Grantor's Soc. Sec. No.

Grantor Address at Time of Sale
Name/Company of Settlement Officer

County recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 8A is completed.

FOR OFFICIAL USE ONLY	
Instrument Number <u>2011001025</u>	County <u>MORRIS</u>
Deed Number	Book <u>21710</u> Page <u>0380</u>
Deed Dated <u>11-24-2010</u>	Date Recorded <u>1-7-2011</u>

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at <http://www.state.nj.us/treasury/taxation/tpt/localtax.html>.

JAMES P. MULLEN, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY

CITYREP-3
(3-10)

State of New Jersey

Seller's Residency Certification/Exemption

(C.S.S. P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (see Instructions, page 2):Name(s) MORRIS HABITAT FOR HUMANITY, INC.Current Resident Address 102 Iron Mountain Road, Suite HCity, Town, Post Office Mine HillState NJZip Code 07803**PROPERTY INFORMATION** (Brief Property Description):Block(s) 403Lot(s) 13

Qualifier _____

Street Address 263 Ann StreetCity, Town, Post Office DoverState NJZip Code 07801Seller's Percentage of Ownership 100Consideration \$150,000.00

Closing Date _____

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and NON-Residents):

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.
6. ☐ 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 this 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 (see instructions).
- ☐ No non-like kind property received.
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. By checking this box ☐, I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/24/10

Date

[Signature]Signature (Seller) Please Indicate if Power of Attorney or Attorney in Fact
Morris Habitat for Humanity, Inc.

Date

Signature (Seller) Please Indicate if Power of Attorney or Attorney in Fact

1647 - Seller's Residency Certification/Exemption
CITYREP-3
Rev. 6/10 PG/10Powered by
HotDocs®Printed by ALL-STATE LEGAL®
A Division of ALL-STATE International, Inc.
www.allstatelegal.com 800.222.0310 Page 1

NOV-13-2008 14:46

PENWAL

201 836 4545


P.07

ACKNOWLEDGMENT
(PARTNERSHIP FORM)

I CERTIFY, that on February 26th, 2002, personally came before me Laury Pensa, and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Eugene E. Walsh, who is President of Spruce Housing Non-Profit Corporation, the General Partner of the Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the General Partner as its voluntary act on behalf of the Partnership; and (c) this person signed this proof to attest to the truth of these facts.


 WITNESS, Laury Pensa

SWORN TO AND SUBSCRIBED
 before me, this 26th day of February 2002.


 Notary Public of the State of New Jersey

MARGARET KNUDSEN
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires May 4, 2005

RECORD AND RETURN TO

SPRUCE SENIOR HOUSING L.P.
P.O. BOX 309
TEANECK, NJ 07666-0309

RECEIVED
 2002 MAR 14 A 9 06
 JOAN BRAMHALL
 MORRIS CO. CLERK

Expanded Use Agreement for the transportation and profits

Pg 6 of 7

DE05578051

NOV 13 2008 CT ADV

Fax: 609-278-6466

DOCUMENT

NOV-13-2008 14:47

PENWAL

201 836 4545 P.08

EXHIBIT "A"

The property consists of the land and all the buildings and structures on the land in the Town of Dover, County of Morris and State of New Jersey as more particularly described as follows:

BEGINNING at a point in the southeasterly side line of Spruce Street, therein distant 100.00 feet measured along the same on a course of North $56^{\circ}00'$ East from the point of intersection formed by the aforementioned southeasterly line of Spruce Street with the northeasterly line of William Street and runs thence:

- 1) Along the rear line of lots fronting on the above mentioned William Street, South $33^{\circ}27'$ East 473.18 feet to a point in the northerly side line of Academy Street;
- 2) Along the northerly side line of Academy Street, North $78^{\circ}19'40''$ East 249.38 feet to the point of intersection formed by the same with the westerly side line of Grove Street;
- 3) Along the westerly side line of Grove Street, North $6^{\circ}03'28''$ West 219.28 feet to the point of intersection formed by the same with the northerly side line of Sylvan Avenue;
- 4) Along the northerly side line of Sylvan Avenue, North $80^{\circ}00'32''$ East 20.04 feet to a point therein;
- 5) Leaving the northerly side line of the aforementioned Sylvan Avenue and following along the dividing line between the property to the Town of Dover and property of the owner herein, North $17^{\circ}11'25''$ East 237.49 feet to a point in the dividing line between property of Dover Cemetery Association and property of the Owner herein;
- 6) Along the last mentioned dividing line and following along the southerly face of an old iron post and wire fence, South $76^{\circ}48'12''$ West 76.90 feet to an angle point therein;
- 7) Still along the southerly face of the aforesaid old iron post and wire fence, North $83^{\circ}44'41''$ West to the point of the intersection formed by the same with the southeasterly side line of the above mentioned Spruce Street produced northeasterly from the beginning corner herein a distance of 319.07 feet; thence,
- 8) Along the southeasterly side line of the said Spruce Street South $56^{\circ}00'$ West 216.87 feet to the point or place of BEGINNING.

Containing 4.7 Acres.

BEING the same premises commonly known as One Spruce Street, Dover, New Jersey

ALSO KNOWN AS Lot 16 Block 1111 on the tax map of the Town of Dover

Extended Use Agriculture for competitive tax credits

Pg 50 of 97

0805578RD46

0001 0001 0001 0001

0000-000-000:000

TOTAL P.08

12. SPRUCE STREET HOUSING

NOV-13-2008 14:45

PENJAL

201 836 4545 P.02



2002-035101

LIHTC #649

Prepared By:

Eugene E. Walsh

DEED OF EASEMENT AND RESTRICTIVE COVENANT FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of February 1, 2002 shall run with the land and is granted by Spruce Senior Housing L.P. and its successors and assigns (the "Owner") whose principal address is Glenpointe Centre East, Mezzanine, 300 Frank W. Burr Boulevard, P.O. Box 309, Teaneck, NJ 07666-0309, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the 2001 Carryover Agreement for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed \$901,632 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 1 building(s), which consist of a total of 90 residential rental units of which 90 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Spruce Senior Housing (the "Project") located at One Spruce Street, Town of Dover, Municipal Tax Map Block No. 1111, Lot No. 16 in the County of Morris, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 5529 at Page No. 295, being more fully described as set forth in Attachment "A" hereto.
- (2) ☒ If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules. Tax
exempt
back
60.00
- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at

Excluded Use Agreement for nonproductive tax credits

Pg 1 of 7

DB05578P045

NOV 13 2008 14:45

Fax: 609-278-6466

NOV-13-2008 14:45

PENWAL

201 B36 4545 P.03

Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5B) below.

- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date specified in paragraph (5A) or (5B) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Owner elected to increase the compliance period as indicated with an ("X") below:

☒ [X] If this box is checked, the Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5)(B).

- (6) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period in 2003 or 2004.
- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 20 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 50 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (8) ☐ [] If this box is checked, the Project is also subject to the state set-aside, which is defined in the _____ Qualified Allocation Plan and was selected by the Owner in its Application. The state set-aside requires that _____ percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is _____

Extended Use Agreement for competitive tax credits

Pg 2 of: 7

DB05578P047

NOV 13 2008 15:00

FAX: 609-278-6466

NOV-13-2008 14:46

PENWAL

201 836 4545 P.04

percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.

- (9) ☐ If this box is checked, a New Jersey non-profit corporation must have some interest in the general partnership or voting membership, or the Project must be owned by a New Jersey non-profit corporation, a limited partnership where the general partner is a New Jersey non-profit corporation or a limited liability company where the voting member is a New Jersey non-profit corporation (as described in the 1996 Qualified Allocation Plan and selected by the Owner in the 1996 Application). Any new owner during the compliance period must qualify under these rules.
- (10) ☐ If this box is checked, the Project is a Special Needs Project as defined in the _____ Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 25% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.
- (11) ☒ If this box is checked, the Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 2001 Qualified Allocation Plan, and as selected by the Owner in its Application. Social services may be modified to better address the needs of the low income tenants of the Project upon written approval of the Agency.
- (12) ☒ If this box is checked, the Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (13) ☒ If this box is checked, the Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities as defined in the 2001 Qualified Allocation Plan.
- (14) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.

Extended Use Agreement for competitive tax credits

Pg 3 of 7

DB05578P048

NOV 13 2008 14:46

Fax: 609-278-6466

NOV-13-2008 14:46

PENNAL

201 836 4545 P.05

- (15) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (16) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (17) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.
- (20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (21) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the project during business hours and to inspect and copy all books and records pertaining to the Project.
- (22) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (23) Owner covenants and agrees that in the event it files for bankruptcy or liquidates or sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and

Extended Use Agreement for competitive tax credits

Pg 4 of 7

DB05578P049

NOV 13 2008 14:46

FAX: 809-278-6096

NOV-13-2008 14:46

PENWAL

201 836 4545 P.06

further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

- (24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions that may be more stringent than the Code.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

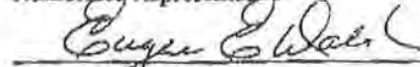
Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS (PARTNERSHIP)


Laury Pensa, Secretary

OWNER: SPRUCE SENIOR HOUSING L.P.

By: Authorized Representative


Eugene E. Walsh, President
Spruce Housing Non-Profit Corporation
As General Partner

Remandor Use Agreement for competitive bid model

Pg 5 of 7

DB05578P050

NOV 13 2008 14:46

FAX: 509-278-5440

13. GRANNY BROOK APARTMENTS

Final 05/09/2011

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of MAY, 2011 by and between Highlands Real Estate Investment Group, L.L.C. t/a Granny Brook Apartments, hereinafter referred to as "Developer," and the Town of Dover, a municipal corporation of the State of New Jersey, hereinafter referred to as "Town":

WHEREAS, Developer is the owner of land located at 91 Park Heights Avenue, Block 202, Lot 6 on the tax map of the Town of Dover (hereinafter the "Property"); and

WHEREAS, the Developer obtained a Use Variance and Preliminary & Final Site Plan approval from the Dover Board of Adjustment (the "Board") for property located in the R-1 Zone, designated as Block 202, Lot 6 ("property"), on the Town of Dover Tax Map on September 10, 2008, memorialized by Resolution dated October 8, 2008, with a two (2) year extension through September 10, 2011 memorialized by Resolution dated April 13, 2011, attached as Exhibit "A" and Exhibit "A-1"; and

WHEREAS, the Developer is actively engaged in developing the property which is located on Park Heights Avenue, as set forth on the Site Plan prepared by J. Michael Petry, P.E. P.P., R.A., of RCC Design, Inc., entitled "Major Preliminary and Final Site Plan, Granny Brook Apartments prepared for Highlands Real Estate Investment Group" dated 8/17/07, last revised 02/26/08, consisting of 12 sheets as signed and approved by the Town of Dover Board of Adjustment Chairman, Secretary and Town Engineer"); and

Final 05/09/2011

WHEREAS, the Town and the Developer have agreed that Developer shall deed restrict for a period of thirty (30) years, five (5) of the proposed 27 units to be utilized for moderate income rental housing as defined under New Jersey Council on Affordable Housing ("COAH") regulations in consideration for which the Town of Dover Board of Adjustment has granted a Use Variance"); and

WHEREAS, among the conditions to said approval is a requirement of an executed Developer's Agreement between the Town and the Developer;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

A. Improvements to be Completed by Developer

1. The Developer shall, at its sole cost and expense, construct and install all of the improvements shown on the site plan as approved by the aforementioned memorializing Resolutions. Developers shall comply with and provide proof to the Town Engineer that all conditions of the Preliminary and Final Approval have been satisfied. The Developer shall not amend, modify or otherwise change the Site Plan nor make application for any change to the site plan, including but not limited to changing the total number of units, without the prior written approval of the Town's Governing Body.
2. The Developer shall promptly and with reasonable diligence comply, complete and meet all of the enumerated conditions set forth in the Board of Adjustment's resolution adopted on October 8, 2008. A true and correct copy of the resolution is attached hereto as Exhibit "A" and incorporated by reference herein as if set forth at length herein. The Developer covenants and agrees that compliance with all terms, conditions

Final 05/09/2011

and covenants contained in the resolution are expressly hereby made conditions and terms hereof.

3. All work shall be performed in accordance with the ordinances, rules, regulations and building codes of the Town of Dover and State of New Jersey. The Town engineer or his designee shall inspect and approve the work as installed in accordance with the approved plans and requirements of the Town's ordinances and codes.
4. Work hours shall be limited from 7 a.m. to 5 p.m., Monday through Friday, and 8 a.m. to 5 p.m. on Saturday. No work shall take place Sundays or holidays except on an emergency basis. The holidays which shall be observed for purposes of this condition shall be New Year's Day, President's Day, Memorial Day, Independent Day, Labor Day, Thanksgiving and Christmas. The applicant shall maintain personnel on site to whom incidents of noise disturbance shall be reported and said personnel shall be authorized to take measures to minimize said disturbances.
5. The applicant shall regulate for the safe and proper transfer and transport of fuel on site.
6. Adequate provisions for safe control of employee parking, including employees of the contractors and subcontractors, shall be required on site during construction.
7. Violations of any of these construction mitigation measures shall result in a stop work order, which order shall remain in full force and effect until the condition is remedied to the satisfaction of the Town Engineer.

Final 05/09/2011

8. Should blasting be required on site, the applicant shall, in addition to any State permits that may be required, notify all owners within 200 feet of the property line two (2) weeks prior to the date of said blasting and shall conduct a meeting with the property owners at least one (1) week prior to blasting. The purpose of the meeting shall be to inform the residents and to advise them of such mitigation measures as may be appropriate.
9. All terms and conditions set forth by the Planning Board shall be shown on the Site Plans within 30 days of the signing of this agreement. Any changes requested by outside agencies shall be incorporated into the plans prior to a preconstruction meeting that shall be held with the Town Engineer which shall take place prior to the issuance of Building Permits and prior to the start of Site Improvements. All additional approvals (permits) shall be received prior to the preconstruction meeting.
10. Prior to the issuance of any construction permit, the applicant shall file with the Town Clerk and the Town Engineer an affidavit verifying that the applicant is in receipt of all necessary agency approvals and shall supply a copy of any approvals received.
11. Prior to construction, including site work activity, a preconstruction meeting shall be required to include the Town's representatives, the applicant and its engineers and contractors. Prior to said meeting, the applicant shall have posted inspections fees in the amount of five (5) percent of the estimated cost of improvements as proposed by the Developer's Engineer and approved by the Town Engineer and in accordance with N.J.S.A. 40:55D-53.4.

Final 05/09/2011.

12. All non-disturbed areas on site shall be demarcated by snow/silt fence during construction and the snow/silt fence shall be installed on site prior to any construction activity including site work. A violation of the non-disturbed areas will result in a stop-work order for that area affected by the violation, as determined by the Town Engineer; and said stop-work order shall remain in full force and effect until the violation is corrected and any damage created by the violation is restored to the original state.
13. The landscape plan, including shade trees shall be subject to a two (2) year landscaper's guarantee which shall insure the replacement of any diseased or dead landscaping material within two (2) years of the date of planting.
14. Cut sheets shall be provided to the Town Engineer's office directly prior to construction.
15. As-built drawings of all improvements shall be forwarded to the Town's Engineer's office prior to the issuance of certificates of occupancy for the first dwelling unit. As built drawings shall include the plan and elevation of all public improvements, including, but not limited to water lines and appurtenances; sanitary sewer lines, manholes (including rim and invert elevations), cleanouts and connections; storm sewer lines, inlets (including grate and invert elevations), manholes (including rim and invert elevations), detention basins (including top of settled embankment elevation, low flow channel elevations, outlet structure orifice, weir and outlet Invert elevations); and roadway location and centerline profile and cul-de-sac gutter profile. The as-built drawing shall be prepared, signed and sealed by a Land Surveyor licensed in the State of New Jersey

Final 05/09/2011

16. The final top course of pavement and all public improvements including required landscaping shall be installed prior to the issuance of the first certificate of occupancy.
17. Any Construction Office/Trailer and/or Sales Office Trailer shall be located off the public right of way on the site, and in a location approved by the Town Engineer
18. Prior to the issuance of a Building Permit or the start of Site Work, the Developer shall post a Performance Guarantee in an amount equal to 120 percent of the estimated cost of construction for all public improvements. Attached hereto is Exhibit "B", entitled "Engineer's Cost Estimate for Site Improvements" which is incorporated herein by reference. The cost of the Public Improvements is \$20,402.00. The required Performance Guarantee shall be in the amount of \$24,482.40, of which at least ten percent (10%) shall be in cash (\$2,448.24) and the remaining in a surety guarantee issued by a surety company, an unconditional letter of credit issued by a financial institution, all cash, a bank certificate of deposit or savings passbook assigned to the Town of Dover with the consent of the issuing institution. The form of Surety shall be as established by law.
19. The Developer shall post a Maintenance Guarantee in an amount equal to fifteen (15) percent (15%) of the estimated cost of Public Improvements for a period of two (2) years upon acceptance by the Town of Dover of the Public Improvements. Attached hereto is Exhibit "B" which is incorporated herein by reference. Such Exhibit provides for the estimated cost of Public and Site Improvements, as calculated by the Town Engineer. The cost of the Public Improvements is \$20,402.00. The required Maintenance

Final 05/09/2011

Guarantee shall be in the amount of \$3,060.30, of which at least ten percent (10%) shall be in cash (\$306.03) and the remaining in a surety guarantee issued by a surety company, an unconditional letter of credit issued by a financial institution, all cash, a bank certificate of deposit or savings passbook assigned to the Town of Dover with the consent of the issuing institution. The form of Surety shall be as established by law.

20. The Developer shall also be required to pay an escrow deposit to reimburse the Town of Dover for all reasonable inspection fees paid to the Town Engineer for the inspection of improvements in an amount not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of improvements. Attached hereto is Exhibit "B" which is incorporated herein by reference. Such Exhibit provides for the estimated cost of Public and Site Improvements, as calculated by the Town Engineer. The cost of the Public and Site Improvements is \$608,659.50. Five percent (5%) of said cost is \$30,432.98. Since the amount exceeds \$10,000.00, the amount payable shall be by an initial amount of \$7,608.25 (25%) with the remaining 25% installments being payable when the account drops below ten percent of the total (\$3,043.30) so that this is an evergreen provision requiring payment when the escrow account drops below ten percent until the full amount of \$30,432.98 is paid.

21. The Developer shall complete the installation of all public improvements no later than one (1) year from the date of execution of this Developer's Agreement. The time for completion of the public improvements may be extended by the Mayor and Board of Aldermen by resolution for just cause shown by the Developer.

Final 05/09/2011

22. The Developer shall complete the necessary repairs to the existing diversion structure and retaining walls within the subject property, along the Jackson Brook, in accordance with permits required by the New Jersey Department of Environmental Protections, prior to the issuance of the first Certificate of Occupancy and Certificate of Compliance.
23. The Town of Dover makes no representation as to the availability of water to serve this project. The Developer shall apply for and attain the necessary Water Reservation from the Town of Dover Water Commission, in accordance with their procedures and requirements. No building permit shall be issued until a Water Reservation has been properly secured.
24. The Town of Dover makes no representation as to the availability of Sewer Capacity to serve this project. The Developer shall apply for and attain the necessary Sewer Capacity from the Rockaway Valley Regional Sewerage Authority (RVRSA), in accordance with their procedures and requirements. No building permit shall be issued until a Permit has been properly secured from RVRSA.
25. There currently exists a dual sewer line running parallel to Park Heights Avenue located on the property. The portion of the more westerly line (furthest from the street) is to be capped and abandoned by the Developer at Developer's sole cost and expense and a more easterly line closest to the street will be partially relocated as indicated on the approved drawings (Alternate Grading, Drainage and Utility Plan"). Further, a sanitary sewer easement shall be provided to the Town based on an "as built survey" of the finished sanitary sewer improvement but shall be of a minimum width of 15 feet and a

Final 05/09/2011

minimum of five feet either side of the center line of the pipe or structure. These must be in a form acceptable to the Town Engineer and the Town Attorney.

26. Developer shall install the public improvement of curbs along the west side of Park Heights Avenue in the vicinity of the site entrance driveway and a "stop bar" as shown on the Site Plan.

27. The Developer shall dedicate additional right of way to the Town of Dover along the property frontage to provide for a 50 foot wide right of way as measured from the center line of the existing pavement for the full frontage of the property.

B. Affordable Housing

1. The Term "COAH" where used in this Agreement shall mean the Council on Affordable Housing or any successor State Agency responsible for establishing and monitoring municipal affordable housing obligations in New Jersey.
2. This developer's Agreement may be filed by the Town with COAH in furtherance of the Town's efforts to satisfy COAH's Third Round Growth Share obligations, or any other subsequent obligation of the Town of Dover to meet its Affordable Housing Obligation by COAH. By way of this Agreement, the Developer hereby confirms to the Town and COAH that the developer includes a member, Gregory Leo, who is an experienced builder who has the experience and ability to perform its obligations under this Agreement. The Developer also confirms to the Town and COAH that the provisions of this Agreement provide an adequate incentive for the Developer to construct five (5) moderate income rental units. Developer acknowledges that this project shall be

Final 05/09/2011

submitted by the Town as part of the Towns overall plan for addressing its affordable housing obligation under the rules of COAH. The units shall be affordable to moderate income households in compliance with COAH rules and Town ordinances. This project shall contain a deed restriction enforceable by the Town that the COAH units shall be rented to eligible moderate income households for a period of thirty (30) years from the date each COAH unit is first occupied by COAH qualified occupants. The attached Deed Restriction (Exhibit "C") shall be executed by the Developer prior to the execution of this Agreement by the Town. The Deed Restriction must be recorded by Developer at the same time that this Developer's Agreement is recorded. This Agreement shall not become effective until the Deed Restriction is recorded.

3. COAH Restrictions: Developer agrees that five (5) of the rental units in this Development known as "Granny Brook Apartments" shall constitute moderate income rental units as defined by COAH. The rental units in question are not specifically designated by unit location within the building, and may from time to time, at the Developer's discretion, be redesignated to another unit within the building, as long as there are no fewer than five (5) units occupied or available for occupancy as moderate income rental units. The Developer shall not designate a congregated location within the building as a "moderate income rental units" area, but shall distribute the "moderate income rental units" throughout the building as is reasonably practicable to enhance and promote the inclusionary mix of "moderate income rental units" and "market units." The affordable housing restrictions shall be reflected in the recorded

Final 05/09/2011

Deed for the property, the form of which shall be prepared by Developer's Attorney and shall be subject to approval by the Town's Attorney as well as the Municipal Housing Liaison, Administrative Agent, Town Engineer and COAH. The Deed Restriction shall be for a period of thirty (30) years as reflected in the attached Deed Restriction. This Restriction cannot and will not even be considered until 30 years after the date each initial Certificate of Compliance (COC) is issued for each of the five (5) rental units that are the subject of this Agreement. The initial and each subsequent COC required by the Town of Dover Code for changes in tenancies shall be subject to submission of evidence to the Town of Dover Code Enforcement Department that the proposed tenant(s) of the moderate income rental units meet the COAH income levels at that time. Prior to the issuance of a COC for any of the non-income restricted rental units, evidence shall be provided to the Town of Dover Code Enforcement Department that there are no fewer than five (5) units occupied or available for occupancy as moderate income rental units.

4. **COAH Affordable Requirements:** The Developer, its successors and/or assigns, shall be solely responsible for ensuring that the COAH units continue to meet COAH's affordability requirements, including but not limited to, the affordability controls pursuant to N.J.A.C. 5:80-26.1, et seq. as may be amended from time to time. Developer's compliance shall not only include preparing a deed that is acceptable to the Town and COAH but also executing such other documents as may reasonably be required by COAH to address the continuing affordability requirements for the units. Developer

Final 05/09/2011

agrees to comply with reasonable requests made by the Town's COAH Housing Liaison and/or Administrative Agent.

5. **Voluntary Agreement:** The parties agree that Part "B" of this Agreement is voluntary authorized by the rules of COAH and entered into by the parties in a voluntary and knowing manner.

6. **Administrative Agent:** The Town will be required to provide administrative oversight of the five moderate-income units in order to qualify these units as part of Dover's affordable housing requirement. "Administrative Agent" is defined in N.J.A.C. 5:96-18.1. The administrative agent may be a person or entity selected pursuant to the Uniform Housing Affordability Control set forth in N.J.A.C. 5:80-26. The developer shall be liable for the annual cost of retaining an administrative agent to handle all of the reporting and other administrative control oversight imposed by all COAH rules and regulations. The Town shall select the administrative agent. The Town shall advise developer in writing of the annual cost and developer shall, within 30 days of receipt of written notice, submit payment to the Town of Dover reimbursing the Town for the cost of such administrative agent. This provision shall remain so long as there continues to exist an obligation to provide moderate income housing units pursuant to this Agreement.

C. Miscellaneous Terms

1. This Developer's Agreement and all approvals may at the sole discretion of the Town be terminated for failure by the Developer to pay any fees, escrow deposits, or other monies due or accrued on account of the service of the Town and its consultants with

Final 05/09/2011

respect to the development within 20 days of being billed therefore by any appropriate Town official after written notice and 20 days to cure from the date of notice, however, no inspections or other services by the Town will be made until payment in full.

2. No construction shall be undertaken until all inspection fees, review fees, escrow deposits or other monies due or to accrue on account of services provided by the Town or its professional consultants in connection with the subject property are paid on a timely basis as otherwise described herein above.
3. All of the work and improvements set forth above under the terms of this Agreement and the Resolution as incorporated herein shall be completed within 12 months of the date hereof and such reasonable extension of same as the Town shall approve by a written resolution of the Board of Aldermen. Should the Developer fail, refuse or neglect to complete to the satisfaction of the Town all said work and improvements within the time limit aforesaid, then the Town shall be free, without any further notice or obligation, to make whatever legal steps the Town desires including an action on the guarantee, in order to secure the satisfactory completion of the work and improvements called for herein. In so doing, the Town may contract for the completion of the said improvements or may do the same with its own labor and materials and the costs and expenses whatsoever the same may be, for so doing the completion of said improvements, shall be chargeable against the Developer and/or its performance guarantee. Should the performance guarantee prove to be insufficient, then the Developer should be liable for the difference. This should not restrict the Town in any

Final 05/09/2011

way whatsoever and should the Town so desire, it may proceed against the Developer without having first proceeded against the guarantee.

4. The Developer shall and will comply fully with the Municipal Land Use Ordinance, Land Subdivision Ordinance, Zoning Ordinance, Building Code, Street Improvement Ordinance and any other ordinances and amendments thereto and all rules and regulations of the Town whether set forth herein or not, and all other requirements of government bodies having jurisdiction over any aspect of this development or the improvements or facilities thereof including all applicable requirements, rules, regulations and statutes of the State of New Jersey, all conditions of the Zoning Board and the representations made to the Zoning Board and the Developer agrees that should it not comply with said ordinances and rules and regulations or statutes, then the Town may have the right to suspend all building permits until it shall comply.
5. The Developer further agrees that this Agreement shall be binding upon it and its successors and/or assigns, notwithstanding the fact that it may sell, transfer, encumber or otherwise dispose of the premises or any portion thereof constituting the development and performance guarantees called for herein shall remain in full force and effect in any such event.
6. The Developer, upon completion of all work provided for by this Agreement and acceptance by the Town after public improvements, shall deliver to the Town a two-year surety maintenance guarantee in an amount equal to 15% of the estimated cost of improvements, which shall be in a form satisfactory to the Town. A copy of this

Final 05/09/2011

Agreement will be attached to and become a part of all surety guarantees filed with the Town.

7. Unless expressly modified by provisions contained herein, development shall be undertaken in strict compliance with the plans submitted by the Developer. Any amendments thereto in accordance with the Agreement or any other requirements of the Town of Dover Zoning Board shall be subject to the review and approval of the Town Engineer.
8. The Developer agrees to indemnify and hold harmless the Town from any and all claims arising from the installation of improvements required by this Agreement. The Developer shall submit a certificate of insurance disclosing public liability insurance of not less than \$1,000,000.00 for each person and \$500,000.00 for property damage which certificate shall name the Town of Dover as an additional insured. The Developer agrees to indemnify and hold harmless the Town should the Developer fail to comply with the insurance provisions. The Developer shall supply additional certificates within 45 days of the earliest policy expiration date on any certificate as necessary to insure evidence of continuing coverage during the entire course of work under this Agreement.
9. If any section of this Agreement shall for any reason be adjudged by a court to be invalid, such judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.
10. This Agreement shall run with the land and shall be binding upon the successors and assigns of the parties signing it and each of the provisions of this Agreement shall have

Final 05/09/2011

the same force and effects as if set forth at length as conditions of the Site Plan approval. No part of this Agreement may be changed or amended, except in writing executed by the parties and approved, if such approval is required by law, by COAH.

11. This Agreement shall be recorded by Developer at its sole cost and expense. It is understood and agreed that the continuing easements and obligations contained in this Agreement may also be included in a Declaration of Covenants and Restrictions filed by the Developer in the County Clerk's Office with such easements and obligations to run with the land.

12. Any assignment, transfer or sale of the subject property, or any part thereof, shall not operate to relieve Developer, its heirs, successors or assigns, from its obligations to complete the construction of the COAH units and maintain their affordability as required in this Agreement. In the event of a transfer, all provisions of this Agreement along with terms of the resolutions shall specifically run with the land and the covenants shall be enforceable by the Town should it become necessary or advisable for it to institute legal proceedings in order to enforce provisions of these documents. Developers, its heirs, successors or assigns, shall be responsible and agree to pay the municipal costs in bringing and such action including reasonable attorney fees. In the event of a sale or transfer of the property, this Agreement may be assigned.

13. It is agreed and understood that Developer shall be responsible to secure, at its own cost and expense, all other approvals required by County, State, Federal, Municipal or other agencies having jurisdiction prior to commencement of construction of the

Final 05/09/2011

relevant improvement. Issuance of a building permit, Notice to Proceed, Certificate of Final Approval, Certificate of Occupancy, Certificate of Compliance or other action by the Town or its agents shall not constitute a waiver of Developer's obligation to secure other governmental approvals nor result in any estoppels being raised against the Town in the event the Developer fails to secure the other necessary governmental approvals.

The approvals may include but are not limited to the following:

- a) County Planning Board.
- b) New Jersey Department of Environmental Protection.
- c) New Jersey Department of Community Affairs.

This list is not exhaustive. The Town takes no position as to what, if any, outside permits or approvals may be needed by Developers. It is Developer's responsibility to apply for and obtain such permits and/or approvals.

14. The Town or any of its officials or employees assume no contractual or other liability to any persons, firms or corporations dealing with the Developer as a result of entering into this Developer's Agreement. Any activities taking place on site shall be within the sole authority of the Developer.

15. Nothing contained in this Agreement shall be construed to render the Town or any of its offices, boards, or employees liable for any changes, costs or debts or material, labor or other expenses incurred in the making of the improvements.

16. Developers shall be and remain liable for any and all damages or losses incurred by the Town, its officers, officials, servants, employees, board or agents and each and every

Final 05/09/2011

one of them as a result of any negligence, wrongdoing, omission or commission by the Developer, its successors, heirs or assigns or any person, or entity acting on behalf of the Developer arising from the construction and its performance under this Agreement.

17. Developer agrees not to commit any public or private nuisance. Developer shall comply with the Town's noise control ordinance and any applicable ordinances regulating construction. No provision of this Agreement shall be deemed to be a waiver of any right of the Town or its agencies under any statute, ordinance or other law.

18. Developer shall correct and make safe any dangerous or unsafe condition created by it or those acting for it adversely affecting the public safety or general welfare or affecting the safety or welfare of other occupants of the project as determined by the appropriate enforcement official of the Town.

19. All notices shall be served by Certified Mail, return receipt requested and regular mail or overnight delivery by a recognized delivery service upon the parties at the addresses shown on page one. Copies of all notices shall be delivered to the parties and their attorneys via regular mail or fax at the following addresses

For the Town of Dover:

Margaret Verga – Town Clerk
37 N. Sussex Street
Dover, NJ 07801
Fax: (973) 328-6524

David Pennella – Town Attorney
16 W. Blackwell St.
Suite 201
Dover, NJ 07801
Fax: (973) 361-4924

For Developer

GREGORY G. LEO, SR.
23 WEST SHORE TRAIL
SPARTA, N.J. 07871
973-729-9573

THOMAS J. LEO, Atty
391 FRANKLIN ST.
BLOOMFIELD, N.J. 07003
973-748-0130

Final 05/09/2011

20. This Agreement may not be modified or amended except by written agreement of the parties.

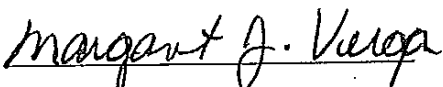
21. This Agreement shall be governed by the laws of the State of New Jersey and jurisdiction shall be in the Superior Court, Morris County, New Jersey. In the event the Town seeks the assistance of the court to enforce any of the terms of this Agreement, the Developer shall be liable for all costs and expenses including reasonable attorney's fees.

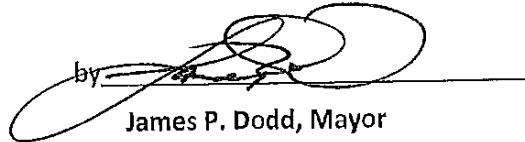
Final 05/09/2011

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officer and their corporate seals to be affixed hereto the day and year as indicated in the acknowledgements attached hereto and made a part hereof.

ATTEST:

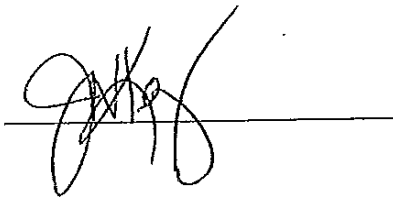
Town of Dover, County of Morris

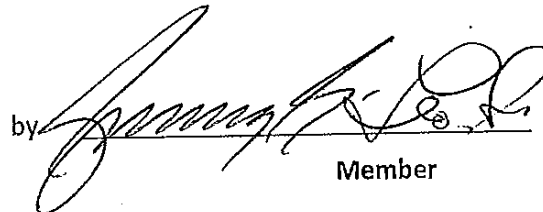

Margaret Verga, Clerk

by 
James P. Dodd, Mayor

WITNESS:

Highland Real Estate Investment Group,
L.L.C., Developer



by 
Member

Final 05/31/2011

STATE OF NEW JERSEY)
)
 COUNTY OF MORRIS)

SS.:

I CERTIFY that on this 25th day of MAY, 2011, Margaret Verga personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Clerk of the Town of Dover, a New Jersey Municipal Corporation, the Municipal Corporation named in the within document;
- b) this person is the attesting witness to the signing of this document by the proper official who is the Mayor of the Municipal Corporation;
- c) this document was signed and delivered by the Municipal Corporation as its voluntary act duly authorized by a proper resolution of its Governing Body;
- d) this person knows the proper seal of the Municipal Corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Sworn and subscribed
 before me the date aforesaid.

5/25/2011


 LISA M. WEINKINK
 NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 6/20/2011

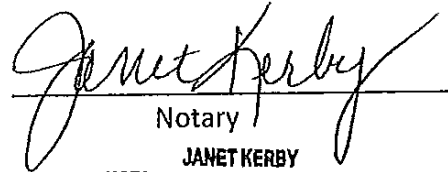
Final 05/31/2011

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

I CERTIFY that on this 6th day of June, 2011 that
Gregory G. Lee, Sr. personally came before me and this person acknowledged under
 oath, to my satisfaction, that:

- a) they are members of Highlands Real Estate Development Group, a New Jersey Limited Liability Company, hereinafter the "Company," named in the within document;
- b) these persons signed this document as the only members of the Company.
- c) this document was signed and delivered by the Company as its voluntary act duly authorized by its members and managers.

Sworn and subscribed
 before me the date aforesaid.


 Notary
 JANET KERBY
 NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 7/11/2015

14. HABITAT FOR HUMANITY, HARDING AVENUE



TOWN OF DOVER
37 North Sussex Street
Dover, NJ 07801-0798
973 - 3662200

Permit Number: 20160088
Update Number:
Control Number: 21255
Application Date: 09/23/2015
Permit Date: 02/26/2016

CONSTRUCTION PERMIT

IDENTIFICATION

OWNER/PROPERTY DETAILS

Block: 2205	Lot: 1.02	Qualification Code:
Work Site Location:	27 HARDING AVENUE DOVER	
Owner In Fee:	MORRIS HABITAT FOR HUMANITIES	
Address:	274 S. SALEM STREET DOVER NJ 07801	
Telephone:	(973) 891-1934	
Use Group(s):	R-5	
Contractor:	MORRIS HABITAT FOR HUMANIT	
Address:	274 S SALEM STREET DOVER NJ 07801	
Telephone:	(973) 891-1934	
Lic. No. / Bldrs. Reg. No.:	025841	
Federal Emp. No.:	22-2675802	

is hereby granted permission to perform the following work :

- | | | |
|--|--|-------------------------------------|
| <input checked="" type="checkbox"/> BUILDING | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> DEMOLITION |
| <input type="checkbox"/> ELECTRICAL | <input type="checkbox"/> FIRE PROTECTION | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> ELEVATOR DEVICES | <input type="checkbox"/> MECHANICAL | |
| <input type="checkbox"/> ASBESTOS ABATEMENT | <input type="checkbox"/> LEAD HAZARD ABATEMENT | |

(Subchapter 8 only)

DESCRIPTION OF WORK:
FOOTING AND FOUNDATION ONLY - NO SLAB RELEASE
(SLAB ON GRADE STRUCTURE)

ESTIMATED COST OF WORK:

Cost of Construction: 15,000.00
Cost of Rehabilitation: 0.00
Cost of Demolition: 0.00

Total Cost:	\$15,000.00
-------------	-------------

PAYMENTS	(Office Use Only)
Building	\$34.00
Electrical	
Plumbing	
Fire Protection	
Elevator Devices	
Mechanical	
VolFee (DCA)	\$4.00
AltFee (DCA)	
DCA Minimum Fee	\$0.00
Other Fees	
CO Fee	\$3.00
CCO Fee	
Minimum Fee	
Total	\$41.00
All Fees Waived:	No

Amount to be Paid: \$41.00
Check Number: 7870
Check amount: \$41.00

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

John K. Daniels
Construction Official

Date

Collected by: RJ
Receipt No: 25710
Total Cash Amount:
Total Check Amount: \$41.00
Total CC Amount:
Grand Total: \$41.00

Note:



TOWN OF DOVER
37 North Sussex Street
Dover, NJ 07801-0798
973 - 3662200

Permit Number: 20160087
Update Number:
Control Number: 20970
Application Date: 07/02/2015
Permit Date: 02/26/2016

CONSTRUCTION PERMIT

IDENTIFICATION

OWNER/PROPERTY DETAILS

Block: 2205	Lot: 3	Qualification Code:
Work Site Location:	45 HARDING AVE DOVER	
Owner In Fee:	MORRIS HABITAT FOR HUMANITY INC.	
Address:	274 S SALEM STREET RANDOLPH NJ 07869	
Telephone:	(973) 891-1934	
Use Group(s):	R-5	
Contractor:	MORRIS HABITAT FOR HUMANIT	
Address:	274 SOUTH SALEM STREET RANDOLPH NJ 07869	
Telephone:	(973) 891-1934	
Lic. No. / Bldrs. Reg. No.:		
Federal Emp. No.:	14-9381207	

is hereby granted permission to perform the following work :

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> BUILDING | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> DEMOLITION |
| <input checked="" type="checkbox"/> ELECTRICAL | <input type="checkbox"/> FIRE PROTECTION | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> ELEVATOR DEVICES | <input type="checkbox"/> MECHANICAL | |
| <input type="checkbox"/> ASBESTOS ABATEMENT | <input type="checkbox"/> LEAD HAZARD ABATEMENT | |

(Subchapter 8 only)

DESCRIPTION OF WORK:

200 AMP TEMPORARY SERVICE (DR#335-051-633)

ESTIMATED COST OF WORK:

Cost of Construction: 0.00
Cost of Rehabilitation: 100.00
Cost of Demolition: 0.00

Total Cost:	\$100.00
-------------	----------

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

John K. Daniels
Construction Official

Date

PAYMENTS (Office Use Only)	
Building	
Electrical	\$65.00
Plumbing	
Fire Protection	
Elevator Devices	
Mechanical	
VolFee (DCA)	
AltFee (DCA)	\$1.00
DCA Minimum Fee	\$0.00
Other Fees	
CO Fee	
CCO Fee	
Minimum Fee	
Total	\$66.00
All Fees Waived:	No

Amount to be Paid: \$66.00
Check Number: 7849
Check amount: \$66.00

Collected by: RJ
Receipt No: 25709
Total Cash Amount:
Total Check Amount: \$66.00
Total CC Amount:
Grand Total: \$66.00

Note:

ND-25

Deed

MORRIS COUNTY, NJ
 ANN F. GROSSI, COUNTY CLERK
 DEED-OR BOOK 22597 PG 1494
 RECORDED 09/26/2014 10:58:09
 FILE NUMBER 2014051339
 RCPT #: 9971341 RECD BY: SKeefe
 RECORDING FEES \$100.00
 TOTAL TAX \$935.00

This Deed is made on **September 16, 2014**
BETWEEN
Chaplin Homes, Inc.
 a corporation of the state of **New Jersey**
 having its principal office at
PO Box 4
Mount Arlington, New Jersey 07856
 referred to as the Grantor,
AND
Morris Habitat for Humanity, Inc.

whose post office address is
274 South Salem St., Suite 100
Randolph, New Jersey 07869
 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 \$ **200,000.00, Two Hundred Thousand Dollars and No Cents**
 The Grantor acknowledges receipt of this money.

2. Tax Map Reference (N.J.S.A. 46:26A-3) Municipality of **Dover** Block No. **2205**, Lot Nos. No. **1, 2, 3 and 17**, (now known as Lot Nos. **1.01, 1.02, 2 & 3**).

3. Property The Property consists of the land and all the building and structures on the land in the **Town of Dover** County of **Morris** and State of **New Jersey**. The legal description is:

☒ Please see attached Legal Description annexed hereto and made part hereof. (Check Box if Applicable)

SUBJECT TO Road Vacations as set forth in Deed Book F53, Page 463; Deed Book F53, Page 470; and Deed Book F53, Page 472.

SUBJECT TO Restrictions as recorded in Deed Book E35, Page 308.

SUBJECT TO terms, conditions, easements and restriction as set forth in Developer's Agreement as recorded in Deed Book 20610, Page 1441.

SUBJECT TO private rights, including, without limitation, the right of utility companies, in and to so much of the premises in question as lies within the former bed of Harding Avenue and South Salem Street and paper streets as shown on Filed Map No. 603.

TRACT I & II - Being the same lands and premises conveyed to Chaplin Homes, Inc., by Deed from Robert Thorson, unmarried, dated March 24, 2005, recorded April 12, 2005 in the Morris County Clerk's Office in Deed Book 6308, Page 26; and

TRACT III - Being the same lands and premises conveyed to Chaplin Homes, Inc., by Deed from Rachel J. Meissner, Executrix of the Estate of Charlotte H. Fritts and Individually; and Stewart W. Fritts, both unmarried, dated March 24, 2004, recorded April 12, 2005 in the Morris County Clerk's Office in Deed Book 6308, Page 21.

Prepared by:

(For Recorders Use Only)

Patrick J. Dwyer, Esq.

OCT 9 2014


The street address of the Property is:
39 Harding Avenue; Harding Avenue and South Salem Street, Dover, Morris County, New Jersey

4. **Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed. (Print name below each signature.)

Witnessed or Attested by:

Chaplin Homes, Inc.

Patrick J. Dwyer, Esq.

By: 
John Chaplin, President

STATE OF NEW JERSEY, COUNTY OF MORRIS SS:

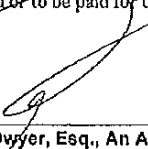
I CERTIFY that on **September 18, 2014**

John Chaplin

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as **President of Chaplin Homes, Inc.** the entity named in this Deed;
- (c) made this Deed for **\$ 200,000.00** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:16-5); and
- (d) executed this Deed as the act of the entity.

RECORD AND RETURN TO
James Mullen, Esq.
Pulte Homes of NJ, LP
222 Mt. Airy Road, Suite 210
Basking Ridge, New Jersey 07924


Patrick J. Dwyer, Esq., An Attorney at
Law of the State of New Jersey

Print name and title below signature

GIT/REP-3
(5-12)

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) Chaplin Homes, Inc.Current Resident Address PO Box 4City, Town, Post Office Mount Arlington State NJ Zip Code 07856**PROPERTY INFORMATION** (Brief Property Description):Block(s) 2205 Lot(s) 1, 2, 3 and 17 (n/k/a 1.01, 1.02, 2 & 3)ifierStreet Address 39 Harding Avenue; Harding Ave. & South Salem St., Dover, Morris County, New JerseyCity, Town, Post Office Dover State NJ Zip Code 07801Seller's Percentage of Ownership 100% Consideration \$200,000.00 Closing Date 9/16/2014**SELLER'S ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents):


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.
6. ☐ 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 (see instructions).
☐ No non-like kind property received.
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.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

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. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

9/16/2014

Date


 Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
John Chaplin, President

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

the subject property and there is a large rock outcropping across the street.

3. The property is located in the IND Zone which generally permits non-nuisance industrial plants, experimental and testing laboratories, storage and distribution yards, government buildings and motor vehicle services stations and repair garages. There are no lot area, width, coverage or setback requirements in the IND Zone. However, it is apparent that large scale uses on large parcels are anticipated as can be seen from the permitted uses and the fact that the ordinance permits structures of up to 65 feet in height in the IND Zone. The subject property, with an area of only 3,625 square feet is quite small, even smaller than the lot size required in Dover's smallest sized residential zone.

4. Previously situated on the property as a pre-existing non-conforming use was a two family dwelling that was substantially damaged by fire in late 2014. The Town Code Enforcement Department has designated the building an Unsafe Structure.

5. Other properties in the area are also developed residentially and are generally similar in size.

6. Applicant, an organization devoted to building new housing for low and moderate income families, seeks to demolish what remains of the damaged two family home and to construct a one family dwelling on the property.

7. To do so requires a use variance pursuant to N.J.S.A. 40:55D-70d of the Municipal Land Use Law, as residences are not permitted in the IND Zone. Further variance relief is requested from Section 236-21H and 236-43 of the Ordinance which, taken together, require on-site off-street parking.

8. In connection with this project, the Board has reviewed the following:

SCHEDULE C (continued)
Legal Description

Commitment No. TM14-11165

File #: TM14-11165

**SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT III**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ:

Known and designated as Lot 2 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at a point in the westerly line of Harding Avenue (50' R.O.W.), said point being the easterly corner of Lot 2 and Lot 3, Block 2205 as shown on Filed Map Book 7, Page 32, said point lying North 17 degrees 18 minutes 00 seconds West, a distance of 300.00 feet from the intersection of said westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving said westerly line of Harding Avenue, along the line dividing Lot 2 and Lot 3, Block 2205, South 72 degrees 42 minutes 00 seconds West, a distance of 100.00 feet to a point, said point being the common corner of said Lot 2, Lot 3, Lot 4 and Lot 15, Block 2205; THENCE

(2) Along the dividing line of Lot 2 and Lot 15, Block 2205, North 17 degrees 18 minutes 00 seconds West, a distance of 35.02 feet to a point in the line dividing Lot 2 and Lot 1, Block 2205; THENCE

(3) Along said dividing line of Lot 2 and Lot 1, Block 2205, North 56 degrees 00 minutes 41 seconds East, a distance of 104.42 feet to a monument to be set in said westerly line of Harding Avenue; THENCE

(4) Along said southwesterly line of Harding Avenue, South 17 degrees 18 minutes 00 seconds East, a distance of 65.00 feet to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: 39 Harding Avenue, Town of Dover
Morris County, NJ 07801 Block: 2205 Lot: 2

SCHEDULE C (continued)
Legal Description

Commitment No. TM14-11165

File #: TM14-11165

**SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT IV**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ:

Known and designated as Lot 3 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at an iron bolt found in the westerly line of Harding Avenue (50' R.O.W.), said point being the easterly corner of Lot 3 and Lot 4, Block 2205 as shown on Filed Map Book 7, Page 32, said point lying North 17 degrees 18 minutes 00 seconds West, as distance of 250.00 feet from the intersection of said westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving said westerly side of Harding Avenue, along the line dividing Lot 3 and Lot 4, Block 2205, South 72 degrees 42 minutes 00 seconds West, a distance of 100.00 feet to a pin and cap found at the common corner of Lot 3, Lot 4, Lot 13 and Lot 14, Block 2205 point; THENCE

(2) Along the dividing line of Lot 3 and Lot 14, Block 2205, North 17 degrees 18 minutes 00 seconds West, a distance of 50.00 feet to a point, said point being the common corner of Lot 2, Lot 3 and Lot 15, Block 2205; THENCE

(3) Along said dividing line of Lot 3 and Lot 2, Block 2205, North 72 degrees 42 minutes 00 seconds East, a distance of 100.00 feet to a point in said westerly line of Harding Avenue; THENCE

(4) Along said westerly line of Harding Avenue, South 17 degrees 18 minutes 00 seconds East, a distance of 50.00 feet to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: Harding Avenue, Town of Dover
Morris County, NJ 07801 Block: 2205 Lot: 3

SCHEDULE C (continued)
Legal Description

Commitment No. TM14-11165

File #: TM14-11165

SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT II

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ:

Known and designated as Proposed Lot 1.02 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at a point in the southerly line of Harding Avenue (50' R.O.W), said point being the northerly corner of Proposed Lot 1.01 and Proposed Lot 1.02, Block 2205 as shown on File Map Book 8, Page 42, said point lying 485.57 feet along various courses in a northerly direction from the intersection of the westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving the southerly line of Harding Avenue, along the line dividing Proposed Lot 1.01 and Lot 2, Block 2205, South 17 degrees 18 minutes 00 seconds East, a distance of 10.36 feet to a pin and cap found in the line dividing Proposed Lot 1.02 and Lot 16, Block 2205; THENCE

(2) Along said dividing line of Proposed Lot 1.02 and Lot 16, Block 2205, South 72 degrees 42 minutes 00 seconds West, a distance of 115.09 feet to a concrete monument to be set in the easterly line of South Salem Street; THENCE

(3) Along said easterly line of South Salem Street, on a curve to the left having a radius of 1,033.00 feet, a length of 60.04 feet, a chord bearing of North 28 degrees 42 minutes 59 seconds West, a distance of 60.04 feet and an included angle of 03 degrees 19 minutes 49 seconds to a point of reverse curvature; THENCE

(4) Still along said easterly line of South Salem Street, on a curve to the right having a radius of 39.00 feet, a length of 16.58 feet, a chord bearing of North 18 degrees 10 minutes 50 seconds West, a chord distance of 16.46 feet and an included angle of 24 degrees 21 minutes 29 seconds to a concrete monument to be set in the dividing line of Proposed Lot 1.02, Block 2205 and Lot 2, Block 2204; THENCE

(5) Along said dividing line of Proposed Lot 1.02, Block 2205 and Lot 2, Block 2204, North 72 degrees 42 minutes 00 seconds East, a distance of 89.06 feet to a concrete monument to be set in said southerly line of Harding Avenue; THENCE

(6) Along said southerly line of Harding Avenue, on a curve to the left having a radius of 45.00 feet, a length of 89.27 feet, a chord bearing of South 47 degrees 44 minutes 25 seconds East, a chord distance of 75.33 feet and an included angle of 113 degrees 39 minutes 44 seconds to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: Harding Avenue and South Salem Street, Town of Dover
Morris County, NJ 07801 Block: 2205 Part of Lot: 1(base lot) & Lot 17

15. HABITAT FOR HUMANITY, 23 MONMOUTH STREET

Application No. 02-15

RESOLUTION OF FINDINGS AND CONCLUSIONS

**BOARD OF ADJUSTMENT
TOWN OF DOVER**

R E S O L U T I O N

WHEREAS, MORRIS HABITAT FOR HUMANITY, INC. has applied to the Board of Adjustment of the Town of Dover, for permission to construct a one family residence to replace a fire damaged two family residence on property located at 23 Monmouth Street and known as Block 1214, Lot 2, on the tax map of the Town of Dover, which premises are in an IND Zone; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant and of the adjoining property owners and general public, has made the following factual findings:

1. The Applicant has provided the required written notice to property owners and, where required by law, those utilities that have requested written notice of applications. The Applicant has also provided proof of timely publication of the notice in a newspaper designated by the Town of Dover for publication of legal notices. Proof of payment of taxes was also presented. The Board, therefore, has jurisdiction to determine this matter.

2. The property in question is rectangular in shape with frontage of 36.25 feet along Monmouth Avenue to the south and with a depth of 100 feet. The lot has a gentle downward slope from south to north for the front half of the property, but slopes down more substantially in its rear half. Monmouth Street comes to a dead end in front of

- a. Completed variance application.
- b. Site Plan dated November 9, 2015 prepared by Alfred A. Stewart, Jr., PE, LS, of Stewart Surveying and Engineering, LLC, consisting of three (3) sheets as follows:

- (1) Sheet 1: Variance Map, Existing and Proposed Conditions, Zoning Chart, Revised December 28, 2015
- (2) Sheet 2: Soil Erosion and Sediment Control Plan
- (3) Sheet 3: Construction Details

- c. Architectural Renderings dated June 17, 2015 prepared by Seth A. Leeb, AIA, consisting of seventeen (17) sheets as follows:

- (1) Sheet A-1: Building and Code Data and General Notes
- (2) Sheet A-2: Foundation Plans, Details and Notes
- (3) Sheet A-3: Foundation Plans
- (4) Sheets A-4 and A-5: Typical First Floor Plans
- (5) Sheet A-6: Typical Second Floor Plans
- (6) Sheets A-7 through A-10: Building Section and Elevations
- (7) Sheet A-11: Optional, Garage Section Elevations
- (8) Sheet A-12 and A-13: Optional, Garage Elevations
- (9) Sheet A-14: Porch Elevations
- (10) Sheet A-15: Electrical Plans and Notes
- (11) Sheet A-16: Electrical Plans, Plumbing Riser Diagram and Notes
- (12) Sheet A-17: Kitchen and Bathroom Plans and Elevations, Window Schedule, Details and Notes

- d. Notice of Violation dated November 18, 2015 from the Dover

Code Enforcement Officer indicating that the existing structure on the property is “unfit for human occupancy.”

e. Letter report dated November 30, 2015 from Michael A. Hantson, PE, PP, CME, Town Engineer and Planner.

9. Testifying on behalf of the Applicant were Blair Bravo, Director of Operations of the Applicant, who provided the background of Morris Habitat for Humanity and its operation; Fred Stewart, Applicant’s licensed professional engineer, who described the site and its physical constraints as well as the compliance with the recommendation of the Town’s Engineer and Planner; and Bruce A. Katona, a licensed professional planner.

10. Ms. Bravo indicated that the purpose of Morris Habitat for Humanity is to provide low and moderate income housing to those families that fall into that economic cohort of the population. She noted that this non-profit organization focuses on properties that will permit the construction of modern, safe, adequately sized homes which can be purchased for substantially less than the normal market rate for such housing. This is accomplished through a variety of techniques, not the least of which is that much of the labor and effort that goes into the planning and construction of such homes is the result of volunteerism. The property would be deed-restricted in terms of a limitation on the sales price, residential ownership by low income families, and its being owner occupied for a period of thirty years. The Board notes that Applicant is a 501(c)3 not-for-profit corporation.

11. Mr. Stewart testified as to the engineering aspects of the application, the challenges that the property presents and Applicant’s willingness to comply with recommendations of the Town Engineer as set forth below.

12. Mr. Katona testified as to the planning aspects of the applications and specifically with regard to the “inherently beneficial” nature of the proposed construction in providing low and moderate income housing. The Board concurs with Mr. Katona’s analysis and accordingly finds that Applicant has satisfied its burden of proof with regard to the positive criteria relative to the use variance.

13. The more problematic aspect of the application involves the extreme narrowness of the property coupled with the inability on the part of the Applicant to acquire additional useful land in order to make the parcel larger, and other physical constraints attendant to this property.

14. As originally proposed, Applicant proposed to place the house, a two and one-half story dwelling, on the easterly side of the property only one foot off the easterly sideline so as to have enough room on the westerly side of the property for a 10.17 foot wide driveway capable of accommodating two vehicles parked in tandem. However, Mr. Hantson indicated that such a location would require, under the 2015 International Residential Code, that the entire house be sprinklered and that the exterior wall have an outside fire rating of one hour. Moreover, the location on the easterly side of the property would result in no roof overhang on the easterly side of the house and no windows, doors or other openings on that side. Further, the load requirements of the foundation walls become problematical as well, due to the originally proposed location of the house on the easterly side of the property. Finally, having the driveway would also necessitate the prohibition of on-street parking along the adjacent westerly properties so as to provide enough roadway width to traverse Monmouth Avenue to gain access to the driveway. Paradoxically, Mr. Hantson noted in his report that eliminating such on-street

parking negates any benefit gained by the driveway off-street parking.

15. All of these issues are eliminated if the house were to be centered on the property, thereby eliminating the driveway, but thereby also eliminating the off-street parking required by the ordinance and necessitating the additional variance.

16. Accordingly, Mr. Hantson advised, and the Board concurs, that variance relief from the off-street parking requirement be granted. Such a variance is justified not only as an alleviation of hardships incident to the property, but also because it advances purposes of zoning as articulated in N.J.S.A. 40:55D-2a ("to promote the general welfare"), and 2h ("to encourage the location and design of transportation routes which will promote the free flow of traffic..."). In this regard, Mr. Hantson also noted that the previous two family home on the property had no off-street parking and the location of the newly proposed one-family home centered on the lot will actually be an improvement over what was previously on the property from a parking and traffic standpoint.

17. Mr. Hantson also reminded the Board that Dover's Ordinance permits two parking permits per dwelling unit for each residence on Monmouth Avenue, which are valid between the hours of 5:00 a.m. to 5:00 p.m. Therefore, the proposed house in the middle of the lot will still have access to parking.

18. Accordingly, the Board finds that Applicant has met its burden of proof with regard to the positive criteria relative to the variance to eliminate on site off street parking and to approve development of the property as set forth on the revised sheet 1 (dated December 28, 2015) of the Site Plan.

WHEREAS, the Board has determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without

substantially impairing the intent and purpose of the zone plan and zoning ordinance of the Town of Dover for the following reasons:

1. Under the Sica balancing test to be applied in use variance applications where the proposed use is inherently beneficial, the Board has identified the possible negative effects of the proposal and finds that Applicant has effectively dealt with them in the revised location of the house on the property.

2. The proposed development will eliminate an unsafe eyesore and replace it with new, safe, modern housing that will be made available to low and moderate income residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the Town of Dover on this 10th day of February, 2016, that the application of **MORRIS HABITAT FOR HUMANITY, INC.** be granted subject however to the following conditions.

1. Applicant shall comply with all applicable building codes in the construction of the addition and he shall obtain all necessary permits including construction permits and certificate of occupancy.


2. The within approval is conditioned upon the Applicant making payment in full of all sums due or to grow due on account of review and processing fees within twenty (20) days of the date of being billed for same by the administrative officer. No Certificate of Occupancy shall be issued until such fees have been paid in full. In the event that Applicant fails or refuses to pay such fees, the Board of Adjustment reserves the right to declare the within resolution of memorialization and any relief granted pursuant hereto to be null, void and of no further effect.

3. The house shall be constructed in accordance with the plans

submitted and the terms and provisions of the within resolution.

4. Applicant shall impose deed restrictions on the use of the property reflecting that it shall be owner occupied affordable housing for a period of thirty (30) years from the date of completion of construction. All deeds of conveyance shall include language to this effect or shall have the within resolution attached to such deeds.

5. The Applicant shall be bound to comply with the representations made before this Board by the Applicant at the public hearing and the same are incorporated herein and are representations upon which this Board has relied in granting the approval set forth herein and shall be enforceable as if those representations were made conditions of this approval.



Charles Franco, Chairman

On motion of:

Seconded by:

The vote on the Resolution was as follows:

AYES:

NAYS:

ABSTAINING:

ABSENT:

I certify that the above Resolution is a true copy of a Resolution adopted by the Board of Adjustment on February 10, 2016.

G. Bassett Highway Redevelopment Plan

John McDonough Associates, LLC

Land Use Planning · Landscape Architecture

**Redevelopment Plan for the
Bassett Highway Redevelopment Area**

**Block 1201 Lots 6 & 6.04; Block 1203 Lots 1, 1.01 & 2;
Block 1204 Lots 1, 2, 3, 4, 5, 6, 7, & 8; Block 1205 Lots 3, 4, 5, 6, 7, 8, & 9;
Block 1206 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12; Block 1207 Lots 1 & 2**

Prepared For



Town of Dover

Morris County, NJ

May 30, 2025

The original of this report was signed and sealed
in accordance with N.J.S.A.45:14A-12

John McDonough, LA, AICP, PP
NJPP License #33LI00518900

Section 1 - Overview

A. Introduction

On December 3, 2024 the Mayor and Town Council of the Town of Dover adopted two (2) resolutions, Resolution #299-2024 and Resolution #300-2024, which designated certain lands within the Town of Dover as areas in need of redevelopment and authorized the preparation of redevelopment plans for same, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“LRHL”). Copies of the above resolutions are attached as **Appendix A**.

This redevelopment plan is intended to address both resolutions and to create a comprehensive and unified redevelopment plan for all the lots in resolutions #299-2024 and #300-2024 (collectively hereafter referred to as the “Bassett Highway Redevelopment Area”). This shall serve as a single redevelopment plan for said lots, as opposed to two separate redevelopment plans. A map of the lots that comprise the Bassett Highway Redevelopment Area is provided in **Appendix B**.

B. Identification of the Redevelopment Area

Resolution # 299-2024 designated thirty (30) lots within the Town of Dover as a *non-condemnation* area in need of redevelopment, identified as Block 1201 Lots 6 & 6.04; Block 1203 Lots 1, 1.01 & 2; Block 1204 Lots 1, 2, 3, 4, 5, 6, 7 & 8; Block 1205 Lots 3, 4, 5, 6, 7, 8 & 9; Block 1206 Lots 1, 6, 7, 8, 9, 10, 11, & 12; and Block 1207 Lots 1 & 2 on the Town of Dover tax rolls.

Resolution # 300-2024 designated four (4) lots identified as Block 1206 Lots 2, 3, 4, and 5 on the Town of Dover tax rolls as a *condemnation* area in need of redevelopment. All the above lots comprise the Bassett Highway Redevelopment Area, as shown on the map in Appendix B. The redevelopment area also includes mapped rights-of-way or easements contiguous or internal to same.

C. Required Redevelopment Plan Components

Pursuant to Section 40A:12A-7 of the LRHL, redevelopment plans shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate the following:

- (1) The plan relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- (2) Proposed land uses and building requirements in the Redevelopment Area.
- (3) Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the area.
- (4) An identification of any property within the redevelopment area, which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities; (b) the master plan of the county in which the municipality is located; (c) the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act”, P.L. 1985, c398 (C.52:18A-196 et al.)
- (6) An inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions

Section 1 - Overview

- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program shall have first priority for those replacement units provided under the plan. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area.
- (8) The redevelopment plan may include provisions of affordable housing in accordance with the “Fair Share Housing Act” P.L. 1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan.
- (9) Description of the plan relationship to pertinent municipal development regulations as defined in the “Municipal Land Use Law” (MLUL). The plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area.
- (10) All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan.

D. Goals and Objectives

The intent and purpose of this redevelopment plan is to promote vibrancy and orderly development of the redevelopment area in accordance with the following goals and objectives:

- (1) To reverse continued stagnation and put underutilized land to productive use.
- (2) To provide for a variety of land uses including new and/or rehabilitated housing stock and a variety of commercial uses including retail, restaurants, and entertainment.
- (3) To create economic development opportunities that will generate private sector investment, produce new or sustain existing jobs, and increase the Town’s tax base.
- (4) To promote development that is appropriate for the area’s unique location in the community’s downtown.
- (5) To ensure an attractive streetscape that complements the existing neighborhood and enhances the built environment.
- (6) To promote resiliency and sustainability and development that recognizes and prepares for a future with more extreme weather events and a changing climate.
- (7) To ensure high-quality architecture and attractive redevelopment.
- (8) To promote walkability and healthy, livable communities.
- (9) To provide a resident population to support local businesses and transit ridership.

Section 2 – Land Development Regulations

A. General Regulations

- (1) The regulations set forth herein shall supersede any or all prior redevelopment plans and/or rehabilitation plans pertaining to this site and the Town of Dover Land Use and Development Ordinance Chapter 236, unless otherwise noted herein.
- (2) The regulations set forth herein shall apply to the tract as a whole, not to individual lots which may be created therein. For the purposes of this redevelopment plan, the word “tract” shall mean the entire redevelopment area.
- (3) The tract shall be permitted to be consolidated or subdivided into one or more lots. The tract and any lots therein shall be permitted to contain one or more buildings or uses. The tract shall be permitted to be developed in one or more phases.
- (4) All dimensional and other requirements shall apply to the tract as it exists at the time of the adoption of this redevelopment plan, and conforming conditions that are rendered nonconforming as a result of changes to the tract perimeter such as road widening or other municipal purposes shall not be considered deviations and shall not require variance relief on future applications for the full duration that the redevelopment plan remains in effect.
- (5) There shall be no requirement that the entire redevelopment area be developed unless required under a redevelopment agreement entered between the Town and the designated redeveloper of the Redevelopment Area. If the redevelopment area is partially developed and then the remainder portion is developed separately, there shall be no requirement that the same redeveloper be responsible for the development of both portions unless required under a redevelopment agreement entered between the Town and the designated redeveloper of the Redevelopment Area.
- (6) This redevelopment plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$1,000.00 plus all costs of copying and transcripts shall be payable to the Town of Dover for any request to amend this plan. If there is a designated redeveloper, said redeveloper shall pay these costs prior to any such amendment. If there is no redeveloper, the appropriate agency shall be responsible for any and all such costs, and may seek reimbursement from any redeveloper of the Redevelopment Area.
- (7) Affordable housing obligations or exemptions from or reductions of same shall be established in a redevelopment agreement between the Town and designated redeveloper for the redevelopment area.

B. Use Regulations

- (1) Permitted Principal Uses.
 - a. Multifamily residential dwellings
 - b. Retail sales and services
 - c. Restaurants, eateries, cafes, bars, taverns, and microbrew pubs
 - d. Recreational facilities
 - e. Offices
 - f. Educational uses
 - g. Civic uses
 - h. Outdoor Plaza and/or other Open Space
 - i. Any combination of the above uses

Section 2 – Land Development Regulations

(2) Permitted Accessory Uses

- a. Off Street parking, which shall be permitted as structured parking, surface parking or subterranean parking, or any combination above.
- b. Sidewalk Cafes
- c. Outdoor plaza
- d. Outdoor seating
- e. Residential amenities and recreation facilities that are accessory to a residential development and limited exclusively for the use and enjoyment of the residents of the development such as lounges, package rooms, fitness centers, game/party rooms, multipurpose rooms
- f. Balconies and terraces for individual units and/or for common use
- g. Open space that is accessory to a residential development and limited exclusively for the use and enjoyment of the residents of the development, such as courtyards interior to buildings, common rooftop spaces and common terraces for all residents and may include amenities such as, by way of example, pools and barbeque areas.
- h. Rooftop amenities such as observation rooms; sundecks; open recreation areas with bistro seating, benches, and planters; community tables, dining areas, outdoor bars; game areas such as ping pong table, pool table and/or bocce pit; artificial turf for lawn games such as corn hole or croquet, rooftop lofts and private or common terraces. Additional restrooms shall be permitted as accessory to these uses on rooftops.
- i. Utilities including alternative energy sources such as solar panels, electric charging stations, battery storage, and green infrastructure such as green roofs and rain gardens
- j. Refuse management structures and enclosures
- k. Auto-share (i.e. ZipCar) and/or ride-share (i.e. Uber/Lyft) facilities, spaces, shelters
- l. Bicycle racks, shelters, and storage areas regardless of whether they are inside or outside the building;
- m. Electric scooter racks, shelters, and storage areas regardless of whether they are inside or outside the building
- n. Ordinary site improvements such as landscaping, lighting, fencing, and signage
- o. Vestibules, breezeways, and other passageways from the inside to the outside shall be permitted, and shall be permitted to connect buildings, and shall also be permitted on the rooftop.
- p. Any use that is customary and incidental to any principal uses set forth herein.

(3) Prohibited Uses.

- a. Shops which offer firearms and/or ammunition for sale.
- b. Gold purchasing stores.
- c. Check cashing establishments.
- d. Adult-oriented uses.
- e. Motor fueling stations.
- f. Drive-throughs.
- g. Massage parlors not part of beauty parlors or fitness centers.
- h. Smoke and vaping shops.
- i. Any use not expressly permitted herein shall be considered prohibited.

Section 2 – Land Development Regulations

C. Bulk Regulations

(1) Bulk Regulations for Subdistrict A

- a. Maximum Building Height: 110 feet (to roofline)
- b. Maximum Number of Stories: 9 (see note below)

Note: Enclosed rooftop amenity space shall be permitted and shall not be considered an additional story, provided the floor area exclusive of stair/elevator bulkheads does not exceed forty percent (40%) of the story below; and further provided that enclosed rooftop amenity space shall be permitted to extend no more than 15 feet above the maximum permitted building height.

- c. Minimum Building Setbacks:
 - 1. From Street Lines 0 feet
 - 2. From River: 25 (for riverwalk)
 - 3. From Other Lot lines 0 feet (unless more is required per building code)
- d. Maximum lot coverage: 98%
- e. Maximum density: 65 dwelling units per acre
- f. Minimum affordable set-aside: 17 units on Block 1201 Lot 6 only
- g. Minimum affordable set-aside: none on lots other than Block 1201 Lot 6

(2) Bulk Regulations for Other Subdistricts

- a. Maximum Building Height: 85 feet (to roofline)
- b. Maximum Number of Stories: 7

Note: Enclosed rooftop amenity space shall be permitted and shall not be considered an additional story, provided the floor area exclusive of stair/elevator bulkheads does not exceed forty percent (40%) of the story below; and further provided that enclosed rooftop amenity space shall be permitted to extend no more than 15 feet above the maximum permitted building height.

- c. Minimum Building Setbacks:
 - 1. From Street Lines 0 feet
 - 2. From Other Lot lines 0 feet (unless more is required per building code)
- d. Maximum lot coverage: 98%
- e. Minimum affordable set-aside: none

(3) General requirements for all residential units in the Bassett Highway Redevelopment Area, regardless of subdistrict.

- a. A den or similar living space shall be considered a bedroom unless it lacks a closet or an entry door, and/or has an opening that cannot be fitted for a standard interior door (i.e. wider than 36 inches) or has dimensions that cannot fit a full-size bed (54" x 74").
- b. Each residential unit shall contain basic amenities such as a washer/dryer unit and capability for cable television/internet utility connections
- c. A common package delivery room shall be required for each building with residential units within the redevelopment area

(4) Building projections, appurtenances, and architectural features shall be permitted to extend up to three feet into the right-of-way if permission is received from the Municipal Council. By way of example, this may include, but not be limited to, columns, cornices, vestibules, stoops, steps, canopies, balconies, and similar projections.

Section 2 – Land Development Regulations

D. Parking Regulations

- (1) Minimum Number of Off-Street Parking Spaces:
 - a. Residential: none, except 0.8 spaces per unit in Subdistrict A
 - b. Nonresidential: none
 - c. Accessory uses: none
- (2) Shared parking. For mixed-use developments, a shared parking approach to the provision for off-street parking may be provided for uses with non-coincident peak parking demands, based on current guidance from the Institute of Transportation Engineers. Monthly visitor parking could be permitted for adjacent developments if capacity exists in off peak hours.
- (3) Handicapped parking. Designated parking for disabled persons shall be provided in accordance with the Americans with Disabilities Act (ADA).
- (4) Electric vehicle (EV) parking. EV charging stations and/or “Make-Ready” electric infrastructure for the provision of EV charging stations shall be provided in accordance with New Jersey law S223 (July 9, 2021 or as amended thereafter). The term “Make-Ready” is synonymous with the term “charger ready” as defined by the legislation. A “Make-Ready” parking space shall count as two (2) spaces when calculating a development’s compliance with minimum parking requirements, up to a maximum 10% reduction, or as otherwise defined by the legislation.
- (5) Bicycle parking:
 - a. Minimum number of spaces: 0.5 spaces per dwelling unit
 - b. A minimum of ninety percent (90%) of the required number of bicycle parking spaces shall be provided in conveniently accessible indoor locations and/or storage rooms. Parking spaces that are against a wall shall be permitted to have a wall hanger for storing bicycles. Provisions for sidewalk bicycle racks in clear view of storefronts is encouraged, provided same does not impede pedestrian circulation.
- (6) Auto-share parking. Parking spaces reserved as auto-share spaces (i.e. Zipcar, Car2go, Enterprise CarShare, or other auto-share service companies) shall count as four (4) spaces when calculating a development’s compliance with minimum parking requirements, up to a maximum 40% of the required minimum number of parking spaces.
- (7) Ridesharing and bike-sharing. Provisions for ridesharing services (i.e Uber, Lyft and other ride share service companies) and drop-off/pick up areas for taxi and related transport services are encouraged. Provisions for bike-share service are also encouraged.
- (8) Vehicle Parking Stall Dimensions
 - a. Parking stall dimensions shall be based on the standards set forth below for standard parking stalls, compact parking stalls, parallel parking stalls, and tandem parking stalls, all of which shall be considered permitted parking types.
 - b. Standard parking stalls shall be a minimum of 8 feet wide by 18 feet deep
 - c. Compact parking stalls shall be a minimum of 7 feet 4 inches wide by 16 feet deep.
 - d. Parallel parking stalls shall be a minimum of 8 feet wide by 20 feet deep.
 - e. Tandem spaces shall be a minimum of 8 feet by 36 feet.
 - f. A maximum of forty percent (40%) of the off-street parking spaces may be compact-sized.
 - g. Mechanical (stacked) parking systems and/or automated parking systems (such as, by way of example, shuffle & slide, rack & rail, and the like) shall be permitted to

Section 2 – Land Development Regulations

increase parking capacity. Parking spaces incorporated into a mechanical and/or automated system shall be exempt from the dimensional requirements specified herein, but shall conform to all manufacturer specifications.

- h. Handicapped designated parking stall dimensions shall be in accordance with the Americans with Disabilities Act (ADA).

(9) Curb Cuts.

- a. Maximum Number:
- b. Lane Width: Lanes shall be a minimum of 9 feet in width, depending on the intended size of vehicles utilizing the driveway. Driveway widths (measured without the curb radii) shall be a maximum of 24 feet in width, or two lanes.\
- c. Radius: Curb radii shall be a minimum of 10 feet and a maximum of 15 feet at the intersection of a driveway and a public street.
- d. Intersection: The closest edge of a driveway to a street intersection (not including curb radii) shall be 60 feet, measured from the intersecting right-of-way.
- e. Minimum Separation: No driveway shall be located within 20 feet of another driveway

(10) Parking Structures.

- a. Parking structures shall be permitted to have subterranean parking levels and/or above-grade parking levels including at street level and above street level. Parking levels shall be permitted to be interconnected by ramps and/or vehicle elevators, and further provided that parking levels shall be permitted to have no interconnection if they have independent access to streets.
- b. Parking structures shall be permitted to interconnect with adjacent parking structures.
- c. Parking spaces shall be used to store motor vehicles or bicycles only. Parking structures shall be permitted to allow other types of storage in non-parking space areas, such as storage units for resident's personal items.
- d. The access door of the parking structure shall be designed to be consistent with building design and shall be designed to be electronically opened and immediately automatically closed unless opened by a travelling vehicle. The proposed door shall be aesthetically pleasing to match the rest of the building, no shutter doors are permitted.
- e. The façade of the parking structures shall be treated with the same materials used on the building façade.
- f. The sidewalk along entrance of the garage shall be treated in different materials to warn the pedestrians of a garage door entrance. This may be further enhanced by adding lights, mirrors or other safety features. The installation of audible and/or visual warning beacons are encouraged at the garage entrance to warn pedestrians of existing vehicles.
- g. Parking structures shall have adequate security provisions.
- h. Parking structures shall screen the view of parked vehicles from adjoining residences and right of way vantage points, except when the access door is open
- i. Minimum Drive Aisle Width: 22' (two-way) 12' (one-way)

- (11) The Residential Site Improvement Standards N.J.A.C. 5:21 et seq (RSIS) shall not apply to the Bassett Highway Redevelopment Area, unless otherwise noted.

Section 2 – Land Development Regulations

E. Design Standards

(1) Building Design

- a. Lobby Location. One residential lobby shall be permitted per building per street frontage, and same shall be located on any street in the redevelopment area.
- b. All building façades shall be designed to be attractive from each vantage point and be consistent in their quality and finish on all elevations.
- c. All buildings shall contain a distinctive base, middle and top.
- d. The buildings shall be designed in a manner that is complementary to the area.
- e. Blank or featureless walls shall be avoided, and repetition should be limited. No buildings shall have a wall with an uninterrupted length of more than 60 feet without including any change in the vertical plane of the façade. This may be achieved through any one or combination of the following:
 1. Use of a demise line. *A demise line is an artificial vertical boundary that breaks a façade conceptually into several smaller units*¹. The purpose of a demise line is to visually break up a large building by giving it the appearance of separate buildings designed by different architects within one building. Unique designs between the demise lines should be reflective of historic architecture in the Town. Elements of the parts of the building between the demise lines should vary in terms of wall material, color, windows, dormers and balconies. The intent should be that each individual “building” within the demise lines should be able to stand alone as a building.
 2. Pilasters, change in material, building step backs, and other façade recesses or projections.
 3. The step back or projection shall be a minimum of 24 inches from the primary building façade.
- f. Buildings shall be designed using a color palette that complements the architectural context of the surrounding area. Color palettes should be traditional and durable colors like beige, terra cotta, brick red, dark green, black and various grays are natural or muted and work well with the brick and stone facades of existing historic buildings in Dover. Overly bright, garish colors are to be avoided. Generally, one or two colors should be selected. The base color is the predominant color applied to the walls and major surfaces. Accent color is used for trim, hardware, doors, etc. The use of too many colors should be avoided.
- g. High quality durable decorative materials shall be incorporated into the ground floor façade along street frontage.
- h. Primary exterior building materials shall be wood, brick stone, stucco, metal glass or other similar durable materials. Aluminum siding, vinyl siding, EIFS, artificial stone, brick veneer, thin brick and ply gem shall be prohibited.
- i. All buildings shall be designed to front on streets in order to create a street wall consistent with good urban form and design principles. Buildings shall be oriented towards the street so as to contribute to the overall liveliness of the pedestrian environment, particularly where building lots front on multiple streets.

¹ Walkable Town Rules, Jeff Speck, Island Press, 2018. Pg. 214.

Section 2 – Land Development Regulations

- j. All buildings shall provide a main entrance onto a street. Entrances shall be designed to be attractive and functional. Indicators such as awnings, changes in sidewalk paving materials, changes in height incorporating stairs, or any other indicator consistent with the design, proportions, material and character of the adjacent areas shall be encouraged.
- k. Application renderings. A three-dimensional rendering and a colored elevation rendering shall be submitted during site plan application. This should provide a rendered depiction of the proposed building along with the proposed color palette.
- l. Additional features such as canopies, awnings, and cornices are encouraged to create a sense of place. Any projection encroaching on to the public right of way shall require Municipal Council approval.
- m. Any interior courtyard or rooftop terrace shall have sky exposure and views.
- n. No fire escapes that are appurtenant to the building exterior shall be permitted, such as exterior fire escape stairways and/or ladders, and/or party wall balconies that area intended as an auxiliary means of egress; however nothing herein shall not be construed to prohibit any means of emergency egress that is required by fire code.
- (2) Commercial Storefront Design. In this context the word “shall” denotes a mandatory requirement and the word “should” is recommended by not required.
 - a. The portion of the ground floor frontage where the commercial use is located should be primarily glazed with tall windows with elements of the styles indicated below.
 - 1. A minimum of 70 percent of the street-facing storefront façade between two and eight feet in height shall be comprised of clear windows that allow views of indoor space or product display areas.
 - 2. Real or apparent columns of wood, stone or steel should be used to divide sections of the storefront in order to create vertical proportions.
 - 3. The storefront should be composed of real brick and stone, tile, real stucco or painted wood or Hardie Plank with real drop siding, trim and cornices. While painted wood requires regular maintenance, it maintains a clean and attractive appearance on the street and can also be color-changed over time.
 - 4. Color palettes should use traditional and durable colors such as, but not limited to, tan, terra cotta, brick red, dark green, black and various brown-grays to complement the brick and stone facades of existing historic buildings in Dover. Overly bright, garish colors are to be avoided. Generally, one to three colors should be selected. The base or field color should be the predominant color applied to the walls and major surfaces. Accent color should be used for trim, hardware, doors, etc. The use of too many colors should be avoided.
- (3) Streetscape Design
 - a. Repair of faulty existing conditions. Existing sidewalks, curbs, and parallel parking spaces on both sides of the street shall be reconstructed or repaired as needed, as determined by the Town Engineer.
 - b. The minimum sidewalk width shall be the same as existing. All sidewalks in the redevelopment area shall be segmented into zones identified as follows:
 - 1. The Clear Zone. The Clear Zone is an unobstructed walkway for pedestrians. The Clear Zone shall be mandatory for all sidewalks in the redevelopment area. The Clear Zone shall be a minimum of six (6) feet wide, unless the existing

Section 2 – Land Development Regulations

- sidewalk is less wide and cannot be widened. The Clear Zone shall consist of decorative pavers or decorative scoring.
2. The Tree Zone. The Tree Zone is the portion of the sidewalk furthest from the building. The Tree Zone shall be provided on sidewalks that are 11 feet or wider. The Tree Zone shall not be a higher priority than the Clear Zone. The Tree Zone shall be a minimum five (5) feet wide and shall contain street trees and street lights, and may contain street furniture like benches, refuse containers, or plant containers.
 3. The Frontage Zone. The Frontage Zone is the portion of the sidewalk closest to the building. The Frontage Zone shall be provided on sidewalks that are 14 feet or wider. The Frontage Zone shall not be a higher priority than the Clear Zone or the Tree Zone. The Frontage Zone shall be a minimum three (3) feet wide and shall be permitted to contain benches, planters, or outside seats/tables in front of eateries or café's.
 4. Sidewalk bump-outs or curb extensions are encouraged to create greater opportunities for effectuating or enhancing any or all sidewalk zones above, subject to relevant approvals from the Town with respect to roadways, traffic flow, and parking.
- c. Street trees shall be required in all Tree Zones, placed in trees cells spaced 30 to 40 feet apart or in lieu of street trees, planters as indicated below.
1. Street trees. Street trees shall be native or native-adaptive species that are hardy, drought tolerant and able to thrive in an urban environment. Street tree species shall be subject to review and approval by the Town planning staff. Tree grates shall not be provided to avoid their weight compacting the soil and stunting tree growth.
 2. Planters. Planters may be used in lieu of the installation of street trees or in conjunction with some street trees at half the same spacing as required for street trees. Planters should be 18 – 24 inches wide, 36 – 48 inches long and 24 – 36 inches tall, depending on the specific conditions of the design. Planters should be filled with native or native adapted shrubs, grasses or flowers that can thrive in an urban environment inside such a receptacle. A regular means of watering the planter boxes shall be employed and approved as part of the site plan application by the Planning Board.
- d. At a minimum, sidewalk and streetscapes shall be designed to be compliant with the Americans with Disabilities Act (ADA) and all Local, State and Federal regulations related to barrier-free design. Compliance with ADA regulations shall be approved by the Town Engineer.
- e. Sidewalks should be designed to be safe for pedestrians, those with mobility issues and individuals in wheelchairs. They should be wide, level, and include places for rest.
- f. Multi-sensory wayfinding for the vision and hearing impaired should be included in sidewalk design.
- (4) Landscaping Standards
- a. A landscape plan shall be provided that is signed and sealed by a licensed landscape architect in the State of New Jersey.

Section 2 – Land Development Regulations

- b. The landscape plan shall be subject to review and endorsement by the Town's consulting landscape architect and/or planning staff, and further provided that same may seek input from an arborist and/or shade tree commission. The planning board shall have the sole authority to approve the landscape plan as part of an overall site plan
 - c. Street trees shall be hardy, native or native adaptive species that are drought tolerant and able to thrive in an urban environment.
 - d. It is recommended that at least three different species of deciduous trees be installed.
 - e. Plantings such as shrubs, flowers, or trees shall be used to accent entrances, arcades, sidewalks, communal plazas, communal rooftops and communal terraces. Such accent plantings shall be hardy, native or native adaptive species that are drought tolerant and able to thrive in an urban environment.
 - f. Landscaping for rooftop amenities and terraces. Such plantings shall be hardy, native or native adaptive species that are able to thrive in an urban environment. Rooftop planters shall contain appropriate drainage outlet systems and may include storage reservoir systems, irrigation and root barriers.
 - g. Except as otherwise modified, the plant material used in the Redevelopment Plan area shall conform to ANSI Z60.1.
 - h. All plantings shall be maintained by the Redeveloper and subsequent property owners. Publicly accessible areas and areas within view of the public right-of-way shall be maintained with automated watering systems to be furnished and maintained by the Redeveloper and subsequent property owners.
 - i. Plant material installed in the public right-of-way shall be guaranteed by the Redeveloper for a period of two years.
 - j. A planting schedule shall be provided by the Redeveloper and approved by the Planning Board
- (5) Lighting
- a. General. All outdoor lighting, excepting street lighting, should be coordinated as to style, material and color. All exterior lighting shall be designed, located, installed and directed in such a manner to prevent objectionable light at and across property lines.
 - b. Street lighting. Street lighting shall conform to the Town of Dover municipal street lighting standards or as approved by the Planning Board or Town Engineer.
 - c. Pedestrian lighting. In general, pedestrian lighting should be building mounted at a mounting height no greater than fourteen (14) feet. The minimum footcandle illumination in the Clear Zone should be 0.5 at grade level. Maximum footcandle illumination should not exceed 4.0 at grade level.
 - d. Side and rear yard lighting. Lighting should only be proposed for security purposes and not exceed 0.25 footcandle at the property line.
 - e. Lamps shall emit a color temperature between 2800°K and 4000°K with a minimum color rendering index of seventy (70) or higher. At a minimum, sidewalk and streetscapes shall be designed to be compliant with the Americans with Disabilities Act (ADA) and all Local, State and Federal regulations related to barrier-free

Section 2 – Land Development Regulations

design. Compliance with ADA regulations shall be approved by the Town Engineer.

- f. The redeveloper may incorporate decorative lighting into the design of the building that is arranged in a manner to provide for a creative and artful effect.

(6) Fences and Walls

- a. Fences and walls shall not be permitted between the building and the right-of-way or along street lines.
- b. Fences and walls shall be permitted along the rear property line only at a maximum height of six (6) feet.
- c. Fences shall be commercial or industrial grade powder-coated metal picket and freestanding walls shall be masonry consistent with the architectural elements of the principal building.

(7) Signs

- a. Residential Signage. Residential signage shall be limited to one architectural wall sign for each street frontage affixed to the principal elevation having a maximum sign area of 100 square feet. Such sign may be affixed flat to the façade or be a perpendicular projecting sign extending no more than three (3) feet from such façade, provided Municipal Council approval for the overhang into the right-of-way is obtained.
- b. Commercial Signage. Each commercial tenant of any mixed-use development shall be permitted one architectural wall sign affixed to the storefront having a maximum sign area of no greater than forty (40) square feet. If the commercial use occupies the corner with storefront on two streets, two signs shall be permitted, one facing each street, provided the message is the same on both signs.
 - 1. Signs shall be of similar style, composition, coloration and font. Sign design shall be complimentary to the architectural design of the building.
 - 2. All lighting of signs shall be external but with the light source hidden from ground level view unless the only internally illuminated portion of the sign are the letters, glyphs or numbers, and not the sign background. Freestanding and roof signs shall be prohibited.
- c. Additional signage, such as decorative banners, canopies, and awnings are encouraged to create a sense of place, subject to the approval of the Planning Board.

(8) Additional Design Standards

- a. Traffic Signals. Traffic signals (a minimum of one) abutting the Redevelopment area must be fitted with signal preemption for emergency vehicles. At the request of the Redeveloper, the Town shall, at the Redevelopers expense, provide for the installation of necessary equipment to accomplish such signal preemption for emergency vehicles at the signalized intersections, if any. The equipment specifications are on file with the Superintendent of the Police & Fire Signal Communications Unit.
- b. Environmental Remediation. The designated Redeveloper of the Redevelopment area shall be responsible for any and all environmental regulatory compliance in accordance with New Jersey Department of Environmental Protection (NJDEP) requirements for property acquired by the Redeveloper.

Section 2 – Land Development Regulations

- c. **Trash and Recycling.** Trash, recycling and waste removal shall be performed by a private hauler contracted by the redeveloper or building owner. All trash, recycling and refuse storage shall be fully enclosed and screened within the building or, if outside, within a minimum 6' enclosure of masonry construction on all four sides of said enclosure. The masonry enclosure and access gate shall match or complement the principal building.
- d. **Open Space and Recreational Facilities.** A minimum of twenty-five percent (25%) of the tract area shall consist of open space and recreation facilities, or leisure time space. This may include yard area, common roof terraces and common balconies.
- e. **Public Art.** Display of public art and/or design of murals are strongly encouraged and are subject to approval of the Planning Board and Municipal Council.
- f. **Utilities and Mechanical Equipment.**
 - 1. **Stormwater management.** A storm water management plan and stormwater calculations shall be prepared for review and approval by the Town Engineer. Such plan shall comply with the Town's stormwater management ordinance and NJDEP rules and regulations. However, regardless of the development classification, the applicant shall design the site's Stormwater Management System to fully comply with the standards for water quantity reductions as required for a Major Development. In addition, because this area of the municipality is in a flood hazard area, additional floodproofing and flood control measures may be required by the Town Engineer.
 - 2. Water and sanitary sewer utility extensions as approved by the Town Engineer, PVSC, and NJDEP shall be provided.
 - 3. The designated Redeveloper shall operate and maintain any newly installed sanitary, storm water and water utilities in the Redevelopment Area including connections to the municipal systems.
 - 4. All mechanical equipment serving the buildings shall be placed on the roof of the building. This equipment shall be screened in a manner consistent with the architecture of the building and shall utilize the same material used in construction of the building such that screening appears to be integral part of the building.
 - 5. All mechanical equipment, generators, HVAC equipment, and similar equipment shall be acoustically buffered such that any noise generated shall be within the applicable standards as defined by the State of New Jersey.
 - 6. No mechanical equipment shall be placed on the ground floor outside of the building on any area that abuts a public right of way.
 - 7. All units and common areas shall have central air conditioning.
- g. **Sustainable Design**
 - 1. All buildings shall demonstrate the project would meet the requirements to achieve a LEED (Leadership in Energy Efficient Design) Silver rating or greater. Actual LEED Certification is not required.
 - 2. A minimum of 35% of the building's rooftop surfaces shall be devoted to one or more of the following sustainable elements and/or open space, in any combination:

Section 2 – Land Development Regulations

- (a) Green roofs, which shall mean a vegetated roof or living roof, comprised of an engineered roofing system that supports a planting medium which enables the growth of specialized drought-tolerant plants such as grasses, sedums, and wildflowers that require little irrigation beyond rainfall. Green roofs shall be irrigated by water obtained directly from rainwater or from a rainwater collection system integrated into the building. Green roof areas shall be deed restricted.
- (b) Cool roof, which shall mean a roof that utilizes a material that has a solar reflectivity of 40% or greater.
- (c) Solar panels or other rooftop non-polluting renewable energy systems.
- (d) Rooftop open space (amenity space) which may include, by way of example, rooftop terraces, sun decks, sitting areas, and container plantings. Rooftop open space must be used in combination with one or more other sustainable elements noted above; it cannot be used to satisfy the 35% requirement alone. Container plantings shall not be considered green roofs, which are intended to serve a distinct ecological function of thermal reduction (heat island effect), energy conservation, water management, carbon absorption, and habitat.
- (e) Provisions for non-polluting and renewable energy systems such as solar, wind, geothermal, low-impact hydro, biomass, and biogas strategies are encouraged throughout the entire redevelopment.

Section 3 – Relationship With Planning Policies

Introduction

Pursuant to the requirements of Section 7 of the LRHL, “[a]ll provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan.” Further, the redevelopment plan should identify “[a]ny significant relationship of the redevelopment plan to (a) the master plans of the contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the State Planning Act, N.J.S.A. 52:18A-196 et seq.” (The “SDRP”). This redevelopment is substantially consistent with the plans of the municipality, other contiguous municipalities, the county and the SDRP as follows:

(1) Town of Dover Master Plan:

The Town of Dover adopted a new Master Plan in January 2007, however, there were two (2) prior Master Plan reexaminations of the original Master Plan, which were conducted on November 22, 1993 and October 27, 1999. The Town’s Master Plan incorporates the general purposes of the Municipal Land Use Law (“MLUL”) as set forth in §40-55D-2 and enumerates a number of specific goals and objectives which form the basis for the plan’s land use recommendations. Those objectives that are pertinent to the Redevelopment Area are as follows:

1. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;
2. To secure safety from fire, flood, panic and other natural and man-made disasters;
3. To provide adequate light, air, and open space;
4. To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities;
5. To promote the establishment of appropriate population densities and concentrations that will contribute to well-being of persons, neighborhoods, communities and regions and preservation of the environment.
6. To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens;
7. To promote the desirable visual environment through creative development techniques and good civic design and arrangement;
8. To encourage planned unit developments which incorporate the best features of design and relate the type, design and layout of residential, commercial, industrial and recreational development to the particular use; and
9. To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land.

The Redevelopment Law requires that the Redevelopment Plan define the relationship of the Plan to the local Master Plan goals and objectives such as appropriate land use, population densities, improvements to traffic, public utilities, recreational and community facilities, and other improvements. This Redevelopment Plan is consistent with these goals and objectives of the Town’s Master Plan. The 2007 Master Plan specifically states a goal in the housing section that discusses the importance of maintaining and encouraging “diversity in the type and character of available housing” types, densities, and affordability.

Section 3 – Relationship With Planning Policies

(2) Contiguous Municipalities' Master Plans

1. Town of Rockaway Master Plan Reexamination. This Redevelopment Plan is consistent with the following land use goals of the Town of Rockaway Master Plan Reexamination adopted November 18, 2019:
 - Goal 1: To maintain and enhance the existing areas of stability in the community and to encourage a property distribution of land uses by designated areas which have their own uniform development characteristics;
 - Goal 3: To concentrate development in the southerly portion of the Town;
 - Goal 6: To encourage the design of open space features in cluster developments to abut the open space elements of adjacent properties;
 - Goal 7: To provide a variety of housing types, densities, and a balanced housing supply, in appropriate locations, to serve the Town;
 - Goal 10: To encourage new development, and redevelopment, to take into account the aesthetic character of the community, in an effort to enhance the visual and aesthetic appearance of the municipality;
 - Goal 15: To support the overall philosophy of the Highlands Water Protection and Planning Act; and
 - Goal 16: To support the overall philosophy of the New Jersey State Development and Redevelopment Plan (“SDRP”) as a means of providing growth management on a state-wide basis while retaining the principals of home-rule.
2. Town of Randolph Master Plan. The 2006 Town of Randolph Master Plan establishes a series of goals that are consistent with this Redevelopment Plan as follows:
 - Goal 2.1-3: Permit development in a manner so as to protect environmentally sensitive areas and features;
 - Goal 2.2-1: Provide sufficient flexibility in development regulations to permit variety of housing types serving a broad range of income levels and age groups;
 - Goal 2.2-3: The density of housing development should be related to the carrying capacity of the land, roads and utility infrastructure;
 - Goal 2.2-4: Cluster development should be encouraged to minimize environmental disturbance and preserve open space;
 - Goal 3.0-2: Encourage creative planning and development to produce visual harmony and identity, preserve special physiographic features and protect natural resources; and
 - Goal 3.0-5: Refine and illustrate building, signage, landscape and streetscape design standards to ensure the development of a desirable physical environment in Town activity centers.

(3) Morris County Master Plan

The Plan is consistent with the goals and objectives of the Morris County Master Plan Land Use Element prepared in December 2020 as follows:

- Goal 1: The creation of balanced and diverse economic and housing opportunities; Encourage the creation of balanced and diverse economic and housing opportunities suitable to meet the economic, employment and housing needs of Morris County, consistent with the local determination of appropriate land use and community character, coordinated with infrastructure capability and the protection of environmental resources.

Section 3 – Relationship With Planning Policies

- Goal 2: The efficient use of land and resources; Encourage the focus of housing and economic growth in areas with existing or planned infrastructure (sewer, water, transportation) and in existing or planned population and employment centers consistent with environmental protection limitations and environmental protection goals. Encourage less intense growth, and focus major land conservation and preservation activities in areas that do not contain existing or planned infrastructure.
- Goal 4: Development that proceeds only after careful analysis of environmental conditions; and Support desired development that proceeds only after careful analysis of environmental conditions and within the limitations imposed by such analysis, with emphasis on the mitigation of associated environmental impacts and potential hazards to life and property.
- Goal 6: The achievement of community planning goals and objectives and increased cooperation between municipalities in their respective land use decisions. Support local efforts to achieve planning goals and objectives and encourage cooperation between municipalities in their respective land use decisions. Recognize and support local land use planning initiatives and activities where consistent with County goals and objectives and sound planning principles. Encourage inter-municipal cooperation and coordination for projects generating multi-jurisdictional impacts.
- Objective 1: Promote the continued revitalization and redevelopment of the County's established downtown centers and commercial corridors;
- Objective 2: Encourage compact development patterns, cluster development, and infill development, consistent with local goals, to reduce sprawl, mitigate environmental impacts, and to make improved utility and transportation infrastructure feasible and economical;
- Objective 4: Promote the revitalization of suburban town centers as multi-modal, mixed-use centers of diverse commercial and housing opportunities;
- Objective 6: Support the creation of diverse housing types that meet the needs of all age groups, income levels and lifestyles;
- Objective 7: Encourage higher density and mixed-use developments in downtown areas, near public transit, consistent with infrastructure availability and community goals;
- Objective 8: Promote careful environmental analysis and the avoidance of environmental resources in all development proposals. Advance development in a manner than avoids these resources and mitigates potential environmental impacts;
- Objective 13: Encourage municipalities to invest in robust comprehensive planning, review of zoning and land development ordinances to ensure timely consideration of changing land use conditions, emerging land use/market trends, evolving techniques and development standards; and
- Objective 14: Encourage municipal governments to coordinate the planning and redevelopment of commercial corridors, particularly as concerns inter-municipal traffic impacts and to consider the compatibility of adjacent land uses along municipal boundaries in their land use planning. Facilitate inter-municipal communication, coordination and partnerships concerning significant land use issues and associated inter-municipal impacts, including, but not limited to traffic, stormwater, and incompatible land uses;Atlantic County Master Plan was adopted in 2018 and promotes cohesive development within the county and the municipalities therein. This redevelopment plan is substantially consistent with the county master plan overall planning goals to support the county's status as a tourist destination with a wide array of points of interest, and to promote development in targeted growth areas.

(4) New Jersey Highlands Regional Master Plan

The 2008 New Jersey Highlands Regional Master Plan ("RMP") guides the implementation of the Highlands Water Protection and Planning Act of 2004. The Town of Dover is situated within the Highlands Planning Area of the Highlands Region. The Highlands Planning Area is the portion of the Highlands

Section 3 – Relationship With Planning Policies

Region that is not included in the Highlands Preservation Area. While the Act does not establish any new standards for the Highlands Planning Area, the RMP provides a course for enhanced standards such as the transfer of development rights (“TDR”) and smart growth in this portion of the Highlands Region. Dover has not submitted a petition for Plan Conformance; however, this Redevelopment Plan is consistent with the following future land use goals and objectives of the RMP.

- Goal 6E: The incorporation of regional development patterns and related environmentally sensitive areas within existing community zones;
- Goal 6F: Support of compact development, mixed use development and redevelopment and maximization of water, wastewater and transit infrastructure investments for future use of land and development within the existing community;
- Goal 6H: Guide development away from environmentally sensitive and agricultural lands and promote development and redevelopment in or adjacent to existing developed lands;
- Goal 6J: Accommodation of regional growth and development needs through the reuse and redevelopment of previously developed areas, including brownfields, grayfields and underutilized sites;
- Goal 6K: Concentrate residential, commercial and industrial development, redevelopment, and economic growth in existing developed areas in locations with limited environmental constraints, access to existing utility, and transportation infrastructure;
- Goal 6N: Use of smart growth principals, including low impact development, to guide development and redevelopment in the Highlands Region;
- Goal 6O: Market-rate and affordable housing sufficient to meet the needs of the Highlands Region within the context of economic, social, and environmental considerations and constraints;

(5) State Development and Redevelopment Plan (SDRP)

The SDRP adopted March 1, 2001, designates the Town of Dover as a P1 Metropolitan Planning Area. Under this designation, Dover and other similarly designated areas are charged with the goal of providing for much of the State’s future development and redevelopment. Furthermore, Dover was designated a Regional Center in 1994 by the New Jersey State Planning Commission. Although the SDRP is meant to be used as a guide, the consideration of these designations is taken into account specifically in terms of development when State agency approval is necessary. The Plan adheres to many of the 2025 SDRP goals as follows:

- Goal 1: Reverse the concentration of adverse environmental and public health impacts in overburdened communities and redress inequities resulting from past planning actions;
- Goal 2: Effectively address the adverse impacts of global climate change;
- Goal 3: Protect, maintain, and restore the State’s natural and water resources and ecosystems;
- Goal 4: Protect the environment; Prevent and clean up pollution;
- Goal 5: Revitalize and recenter the State’s underutilized developed areas;
- Goal 7: Provide an adequate supply of housing for residents of all ages and incomes, in location-efficient places with ready access to the full range of supportive goods and services.
- Goal 8: Provide affordable and effective public facilities and services; and
- Goal 10: Ensure sound and integration planning and implementation at all levels statewide.

Section 4 – Plan Administration

The Town may require the following administrative provisions in connection with the implementation of the redevelopment plan:

1. The Town may designate one or more redevelopers for the implementation of this Plan and enter into a redevelopment agreement or other agreements as necessary to effectuate this Plan.
2. This Redevelopment Plan shall supersede any or all prior redevelopment plans pertaining to this site and the Dover Land Use and Development Ordinance Chapter 236, unless otherwise noted herein.
3. This redevelopment plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$1,000.00 plus all costs of copying and transcripts shall be payable to the Town of Dover for any request to amend this plan. If there is a designated redeveloper, said redeveloper shall pay these costs prior to any such amendment. If there is no redeveloper, the appropriate agency shall be responsible for any and all such costs, and may seek reimbursement from any redeveloper of the Redevelopment Area.
4. All development within the Redevelopment Area shall be consistent with the provisions of this Plan including but not limited to permitted uses and bulk requirements.
5. This Redevelopment Plan shall be implemented consistent with the requirements of the LRHL for the effectuation of redevelopment plans.
6. A site plan, subdivision plat, architectural plan and other information typically required as part of the Town's development application checklist shall be submitted by the Redeveloper for Planning Board review and approval prior to commencement of new construction, rehabilitation of existing structures or a change in use in order to determine compliance with this Plan. The Planning Board and/or its professionals may grant submission waivers from any documents or information required in the plan. This plan specifically allows Site Plan, subdivision, variance, exception, or any other approvals, which shall be administered by the Planning Board in accordance with the Municipal Land Use Law N.J.S.A. 40:55D-1 et seq. No permits shall be issued without prior review and approval of the Planning Board. As part of the site plan approval, the Planning Board may require the redeveloper to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53. The performance guarantees shall be in favor of the Town, and the Town Engineer shall determine the amount of the performance guarantees in accordance with the foregoing.
7. The designation of the applicant as the redeveloper of the West Blackwell/Dewey Subdistrict and the execution of a redevelopment agreement with the Town shall be a prerequisite to a completeness determination and hearing by the Planning Board of any site plan application within the Redevelopment Area.
8. The Planning Board may grant relief from the requirements of this Plan pursuant to N.J.S.A. 40:55D-70c or N.J.S.A. 40:55D-51, as applicable, where the standards set forth therein are met. In no event shall relief be granted to provide a use that is not permitted by this Plan.
9. The designated Redeveloper shall cover the cost of professional services incurred by the Town for administration, review of projects, preparation of this Plan and implementation of redevelopment projects including but not limited to legal, engineering, planning, and environmental, real estate, traffic/parking and urban design services. Said services shall be paid through escrow accounts established in accordance with or as otherwise provided in a redevelopment agreement with the Town.
10. **This plan cannot be used as a basis for eminent domain, except for those lots that have been designated as a CONDEMNATION area in need of redevelopment.** For those lots designated as a NONCONDEMNATION area in need of redevelopment, the Town shall have all powers under the LHRL *except for* eminent domain. For those lots designated as a CONDEMNATION area in need of redevelopment, the Town shall have all powers under the LHRL *including* eminent domain.
11. **Relocation of Persons and Businesses.** Since this Plan does not contemplate the acquisition of property that will temporarily or permanently displace either residents or businesses, a Workable Relocation Assistance Program pursuant to N.J.A.C. 5:11-1, et seq. is not required.

Section 4 – Plan Administration

12. **Effect of Approval.** The effects of any Planning Board approval shall be consistent with the rights granted by Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) except to the extent they may be modified by the Redeveloper's Agreement. The Redevelopment plan shall remain in full force and effect for a period of twenty (20) years from the effective date of adoption of this Redevelopment plan by the Municipal Council; however, the period of time granting rights for the redevelopment of the area to a redeveloper(s) shall be as established in an executed Redevelopment Agreement.

Section 5 – Appendices

Appendix A:

Resolution Authorizing Redevelopment Plan



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 299-2024

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, DECLARING CERTAIN PROPERTY IN THE TOWN A NON- CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, N.J.S.A. 40A:12A-6 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”) authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether an area of the municipality is a non-condemnation “area in need of redevelopment” pursuant to the criteria contained in N.J.S.A. 40A:12A-5 of the LRHL; and

WHEREAS, the Mayor and Town Council of the Town of Dover (the “Town Council”) considers it to be in the best interest of the Town to have the Town Planning Board conduct a preliminary investigation of certain properties located in the Town along Bassett Highway, West Blackwell Street, North Warren Street, Dewey Street and North Sussex Street as set forth on **Schedule 1** attached hereto and made a part hereof, and as illustrated on **Exhibit 1** attached hereto and made a part hereof (collectively, the “Property”), to determine whether such Property, or any portions thereof, is a non-condemnation area in need of redevelopment; and

WHEREAS, in Resolution No. 238-2024, adopted September 11, 2024, the Town Council authorized and directed the Planning Board to conduct a preliminary investigation to determine whether the Property, or any portions thereof, constitute a non-condemnation “area in need of redevelopment” according to the criteria set forth in N.J.S.A. 40A:12A-5 of the LRHL; and

WHEREAS, the Property is generally bounded by Route 46 and the Rockaway River to the north; West Blackwell Street to the south; a railroad right-of-way and North Sussex Street to the east; and a railroad right-of-way and the Rockaway River to the west; and

WHEREAS, the Mayor and Town Council believes the Property is potentially valuable for contributing to, serving, and protecting the public health, safety and welfare and for the promotion of smart growth within the Town; and

WHEREAS, the Planning Board, at a duly noticed public hearing held on November 14, 2024, reviewed the report entitled “Non-Condensation Area in Need of Redevelopment Preliminary Investigation, Block 1201 Lots 6 & 6.04; Block 1203 Lots 1, 1.01 & 2; Block 1204 Lots 1, 2, 3, 4, 5, 6, 7, & 8; Block 1205 Lots 3, 4, 5, 6, 7, 8, & 9; Block 1206 Lots 1, 6, 7, 8, 9, 10, 11, & 12; Block 1207 Lots 1 & 2”, dated October 22, 2024, prepared by John McDonough Associates, LLC (the “Preliminary Investigation”) and testimony of the Town’s professional planning consultant pursuant to and in accordance with the procedural requirements of N.J.S.A. 40A:12A-6, to determine whether the Property satisfies the criteria set forth in N.J.S.A. 40A:12A-5 (or, if and as applicable, N.J.S.A. 40A:12A-3) to be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, at the hearing, the Planning Board heard from all persons who were interested in or would be affected by a determination that the Property is a non-condemnation redevelopment area. All objections to a determination that the Property is an area in need of redevelopment and evidence in

support of those objections were received and considered by the Planning Board and made part of the public record; and

WHEREAS, the Planning Board considered and reviewed each of the statutory criteria in the LRHL and the condition of the Property as analyzed in detail in the testimony of the Town's professional planning consultant and in the Preliminary Investigation, as well as comments from all persons who were interested in or would be affected by a determination that the Property is a non-condemnation redevelopment area, including but not limited to the ongoing vacancy and the functional obsolescence of the layout of the improvements within the Property, and concurred with the finding in the Preliminary Investigation; and

WHEREAS, after conducting its investigation and reviewing the Preliminary Investigation, preparing a map of the proposed redevelopment area, and completing a public hearing at which all objections to and support of the designation were received and considered, the Town of Dover Planning Board resolved to recommend that the property as set forth on **Schedule 1** attached hereto and made a part hereof, and as illustrated on **Exhibit 1** attached hereto, be declared as a non-condemnation area in need of redevelopment; and

WHEREAS, in Resolution No. 08-2024, dated November 14, 2024, the Planning Board recommended to the Mayor and Town Council that the Property be declared a non-condemnation "area in need of redevelopment" under the LRHL in accordance with N.J.S.A. 40A:12A-6; and

WHEREAS, the Town Council concurs and agrees with Planning Board's recommendation as supported by the reasons stated in the Preliminary Investigation that the Property constitutes and meets the criteria under the LRHL and that the Property should be determined and declared a non-condemnation "area in need of redevelopment", which would authorize the Town to use all those powers provided under the LRHL, except that such determination shall not permit the Town to exercise the power of eminent domain to acquire all or any portion of the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Dover, State of New Jersey, that the property as set forth on **Schedule 1** attached hereto and made a part hereof, and as illustrated on **Exhibit 1** attached hereto, is hereby designated a non-condemnation "area in need of redevelopment" under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., which designation authorizes the Town to use all those powers provided under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., except that such determination shall not permit the Town to exercise the power of eminent domain to acquire all or any portion of the Property; and

BE IT FURTHER RESOLVED, that the Town Council hereby directs the Town Clerk to (a) serve this Resolution declaring that the property as set forth on **Schedule 1** attached hereto and made a part hereof, and as illustrated on **Exhibit 1** attached hereto is designated a non-condemnation redevelopment area upon the Commissioner of Community Affairs in accordance with N.J.S.A. 40A:12A-6.b(5)(c), and (b) serve notice of such designation, within ten (10) days hereof, upon all record owners of property located within the delineated area, those whose names are listed in the tax assessor's records, and upon each person who filed a written objection thereto and stated an address to which notice of determination may be sent in accordance with N.J.S.A. 40A:12A-6.b(5)(d); and

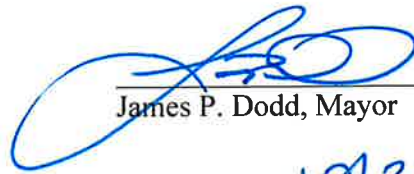
BE IT FURTHER RESOLVED, that the Town Council hereby authorizes John McDonough Associates, LLC to prepare a redevelopment plan for the property as set forth on **Schedule 1** attached hereto and made a part hereof, and as illustrated on **Exhibit 1** attached hereto for review and consideration by the Town Council in accordance with the LRHL; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as required by law.

ATTEST:



Tara M. Pettoni, Municipal Clerk

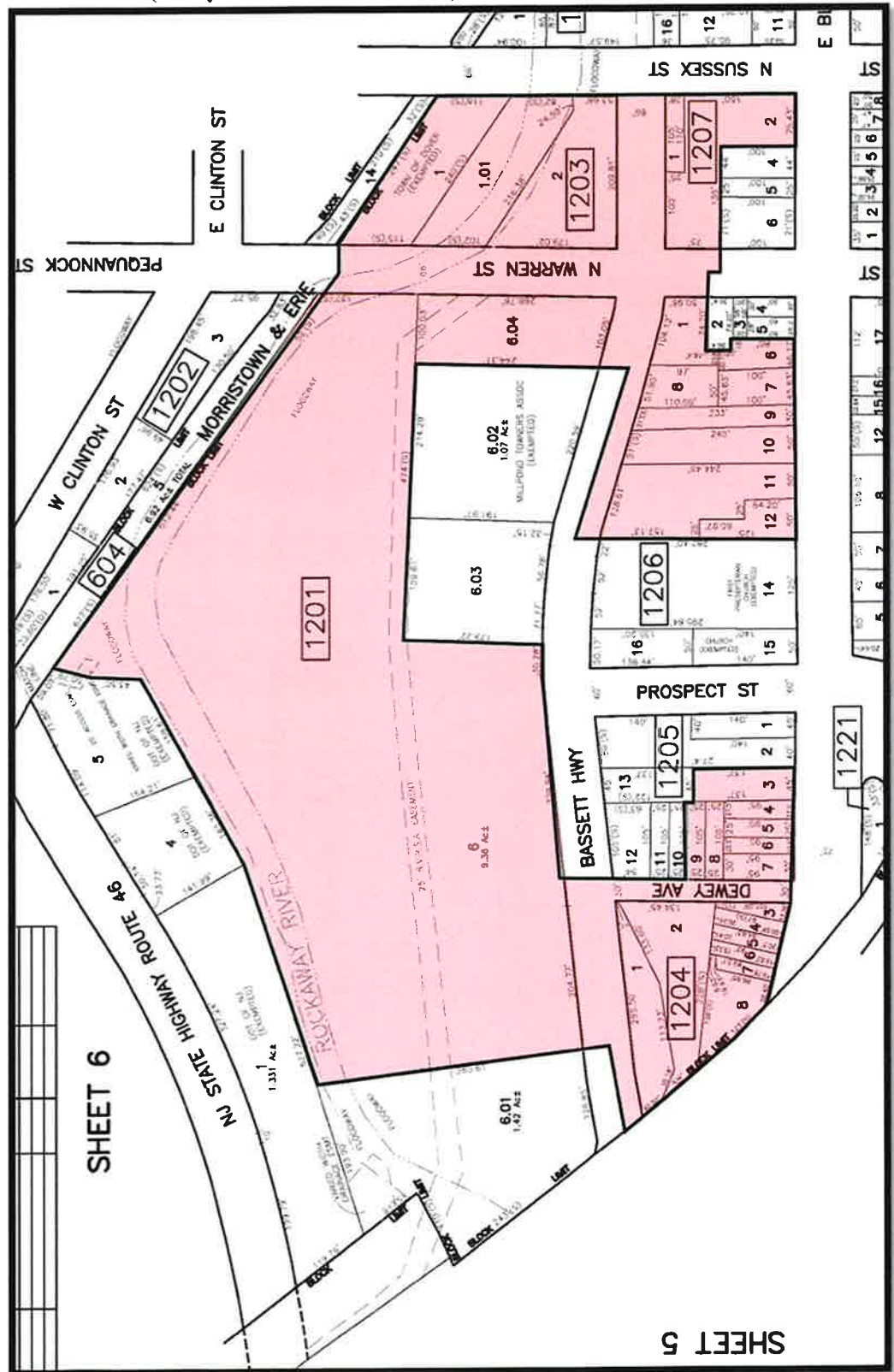


James P. Dodd, Mayor

ADOPTED: 12/3/2024

Exhibit 1

Map of Study Area (Study Area Shown Shaded)



Schedule 1
Table of Properties

Block	Lot	Location
1201	6	63-105 BASSETT HIGHWAY
1201	6.04	25 BASSETT HIGHWAY
1203	1	37 N SUSSEX ST
1203	1.01	ALONG RIVER
1203	2	1-21 BASSETT HWY
1204	1	90 BASSETT HIGHWAY
1204	2	4-6 DEWEY ST
1204	3	79 W BLACKWELL ST A&B
1204	4	81 W BLACKWELL ST A&B
1204	5	83 W BLACKWELL ST A&B
1204	6	85 W BLACKWELL ST A&B
1204	7	87 W BLACKWELL ST A&B
1204	8	89 W BLACKWELL ST A&B
1205	3	67 W BLACKWELL ST A&B
1205	4	69 W BLACKWELL ST A&B
1205	5	71 W BLACKWELL ST A,B & C
1205	6	73 W BLACKWELL ST & A&B
1205	7	75 W BLACKWELL ST & AB &1
1205	8	3 DEWEY ST A&B

(1 of 2)

Table of Properties (con't)

Block	Lot	Location
1205	9	5 DEWEY ST A&B
1206	1	11 N WARREN ST & 20-24BAS
1206	6	21-23 W BLACKWELL ST A-F
1206	7	25-29 W BLACKWELL ST A-D
1206	8	28 BASSETT HIGHWAY
1206	9	31 W BLACKWELL ST & AB &3
1206	10	33 W BLACKWELL ST
1206	11	39 W BLACKWELL ST & ABCDE
1206	12	43-45 W BLACKWELL ST &A- D
1207	1	15 N SUSSEX ST & 8 BASSET
1207	2	1-3-5 W BLACKWELL ST & 10-12-14-16-18 BASSETT HWY & 6-8-10 N WARREN ST

(2 of 2)

Section 5 – Appendices

Section 5 – Appendices

Section 5 – Appendices

Section 5 – Appendices

Section 5 – Appendices

Section 5 – Appendices

Section 5 – Appendices

Appendix B:

Map of Bassett Highway Redevelopment Area

H. NJ Transit/Lot B/Lot C Redevelopment Plan

John McDonough Associates, LLC

Land Use Planning · Landscape Architecture

Redevelopment Plan for the NJ Transit/Lot B/Lot C Redevelopment Area

Block 510 Lots 6 & 6 (Unit B01);

Block 1213 Lots 2 & 4;

Block 1219 Lots 4, 5, & 6;

Block 1803 Lot 11; Block 1804 Lot 13

Prepared For



Town of Dover

Morris County, NJ

June 19, 2025

The original of this report was signed and sealed
in accordance with N.J.S.A.45:14A-12

John McDonough, LA, AICP, PP
NJPP License #33LI00518900

Section 1 - Overview

A. Introduction

On April 22, 2024 the Mayor and Town Council of the Town of Dover adopted Resolution 124–2025, which designated certain lands within the Town of Dover as an area in need of redevelopment and authorized the preparation of a redevelopment plan for same, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“LRHL”). A copy of the resolution is attached as **Appendix A**.

This redevelopment plan is intended to address the resolution and to create a comprehensive and unified redevelopment plan for all the lots in Resolution #124–2025 (collectively hereafter referred to as the “NJ Transit/Lot B/Lot C Redevelopment Area”). A map of the lots that comprise the NJ Transit/Lot B/Lot C Redevelopment Area is provided in **Appendix B**.

B. Identification of the Redevelopment Area

Resolution # 124–2025 designated nine (9) lots within the Town of Dover as a *non-condemnation* area in need of redevelopment, identified as Block 510 Lots 6 & 6 (Unit B01); Block 1213 Lots 2 & 4; Block 1219 Lots 4, 5, & 6; Block 1803 Lot 11; Block 1804 Lot 13 on the Town of Dover tax rolls. All the above lots comprise the NJ Transit/Lot B/Lot C Redevelopment Area, as shown on the map in Appendix B. The redevelopment area also includes mapped rights-of-way or easements contiguous or internal to same.

C. Required Redevelopment Plan Components

Pursuant to Section 40A:12A-7 of the LRHL, redevelopment plans shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate the following:

- (1) The plan relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- (2) Proposed land uses and building requirements in the Redevelopment Area.
- (3) Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the area.
- (4) An identification of any property within the redevelopment area, which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities; (b) the master plan of the county in which the municipality is located; (c) the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act”, P.L. 1985, c398 (C.52:18A-196 et al.)
- (6) An inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program shall have first priority for those

Section 1 - Overview

replacement units provided under the plan. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area.

- (8) The redevelopment plan may include provisions of affordable housing in accordance with the “Fair Share Housing Act” P.L. 1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan.
- (9) Description of the plan relationship to pertinent municipal development regulations as defined in the “Municipal Land Use Law” (MLUL). The plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area.
- (10) All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan.

D. Goals and Objectives

The intent and purpose of this redevelopment plan is to promote vibrancy and orderly development of the redevelopment area in accordance with the following goals and objectives:

- (1) To reverse continued stagnation and put underutilized land to productive use.
- (2) To provide for a variety of land uses including new and/or rehabilitated housing stock and a variety of commercial uses including retail, restaurants, and entertainment.
- (3) To create economic development opportunities that will generate private sector investment, produce new or sustain existing jobs, and increase the Town’s tax base.
- (4) To promote development that is appropriate for the area’s unique location in the community’s downtown.
- (5) To ensure an attractive streetscape that complements the existing neighborhood and enhances the built environment.
- (6) To promote resiliency and sustainability and development that recognizes and prepares for a future with more extreme weather events and a changing climate.
- (7) To ensure high-quality architecture and attractive redevelopment.
- (8) To promote walkability and healthy, livable communities.
- (9) To provide a resident population to support local businesses and transit ridership.

Section 2 – Land Development Regulations

A. General Regulations

- (1) The regulations set forth herein shall supersede any or all prior redevelopment plans and/or rehabilitation plans pertaining to this site and the Town of Dover Land Use and Development Ordinance Chapter 236, unless otherwise noted herein.
- (2) The regulations set forth herein shall apply to the tract as a whole, not to individual lots which may be created therein. For the purposes of this redevelopment plan, the word “tract” shall mean the entire redevelopment area.
- (3) The tract shall be permitted to be consolidated or subdivided into one or more lots. The tract and any lots therein shall be permitted to contain one or more buildings or uses. The tract shall be permitted to be developed in one or more phases.
- (4) All dimensional and other requirements shall apply to the tract as it exists at the time of the adoption of this redevelopment plan, and conforming conditions that are rendered nonconforming as a result of changes to the tract perimeter such as road widening or other municipal purposes shall not be considered deviations and shall not require variance relief on future applications for the full duration that the redevelopment plan remains in effect.
- (5) There shall be no requirement that the entire redevelopment area be developed unless required under a redevelopment agreement entered between the Town and the designated redeveloper of the Redevelopment Area. If the redevelopment area is partially developed and then the remainder portion is developed separately, there shall be no requirement that the same redeveloper be responsible for the development of both portions unless required under a redevelopment agreement entered between the Town and the designated redeveloper of the Redevelopment Area.
- (6) This redevelopment plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$1,000.00 plus all costs of copying and transcripts shall be payable to the Town of Dover for any request to amend this plan. If there is a designated redeveloper, said redeveloper shall pay these costs prior to any such amendment. If there is no redeveloper, the appropriate agency shall be responsible for any and all such costs, and may seek reimbursement from any redeveloper of the Redevelopment Area.
- (7) Affordable housing obligations or exemptions from or reductions of same shall be established in a redevelopment agreement between the Town and designated redeveloper for the redevelopment area.

B. Use Regulations

- (1) Permitted Principal Uses.
 - a. Multifamily residential dwellings
 - b. Retail sales and services
 - c. Restaurants, eateries, cafes, bars, taverns, and microbrew pubs
 - d. Recreational facilities
 - e. Offices
 - f. Educational uses
 - g. Civic uses
 - h. Outdoor Plaza and/or other Open Space
 - i. Any combination of the above uses

Section 2 – Land Development Regulations

(2) Permitted Accessory Uses

- a. Off Street parking, which shall be permitted as structured parking, surface parking or subterranean parking, or any combination above.
- b. Sidewalk Cafes
- c. Outdoor plaza
- d. Outdoor seating
- e. Residential amenities and recreation facilities that are accessory to a residential development and limited exclusively for the use and enjoyment of the residents of the development such as lounges, package rooms, fitness centers, game/party rooms, multipurpose rooms
- f. Balconies and terraces for individual units and/or for common use
- g. Open space that is accessory to a residential development and limited exclusively for the use and enjoyment of the residents of the development, such as courtyards interior to buildings, common rooftop spaces and common terraces for all residents and may include amenities such as, by way of example, pools and barbeque areas.
- h. Rooftop amenities such as observation rooms; sun decks; open recreation areas with bistro seating, benches, and planters; community tables, dining areas, outdoor bars; game areas such as ping pong table, pool table and/or bocce pit; artificial turf for lawn games such as corn hole or croquet, rooftop lofts and private or common terraces. Additional restrooms shall be permitted as accessory to these uses on rooftops.
- i. Utilities including alternative energy sources such as solar panels, electric charging stations, battery storage, and green infrastructure such as green roofs and rain gardens
- j. Refuse management structures and enclosures
- k. Auto-share (i.e. ZipCar) and/or ride-share (i.e. Uber/Lyft) facilities, spaces, shelters
- l. Bicycle racks, shelters, and storage areas regardless of whether they are inside or outside the building;
- m. Electric scooter racks, shelters, and storage areas regardless of whether they are inside or outside the building
- n. Ordinary site improvements such as landscaping, lighting, fencing, and signage
- o. Vestibules, breezeways, and other passageways from the inside to the outside shall be permitted, and shall be permitted to connect buildings, and shall also be permitted on the rooftop.
- p. Any use that is customary and incidental to any principal uses set forth herein.

(3) Prohibited Uses.

- a. Shops which offer firearms and/or ammunition for sale.
- b. Gold purchasing stores.
- c. Check cashing establishments.
- d. Adult-oriented uses.
- e. Motor fueling stations.
- f. Drive-throughs.
- g. Massage parlors not part of beauty parlors or fitness centers.
- h. Smoke and vaping shops.
- i. Any use not expressly permitted herein shall be considered prohibited.

Section 2 – Land Development Regulations

C. Bulk Regulations

(1) Bulk Regulations

- a. Maximum Building Height: 85 feet (to roofline)
- b. Maximum Number of Stories: 7 (see note below)
 Note: Enclosed rooftop amenity space shall be permitted and shall not be considered an additional story, provided the floor area exclusive of stair/elevator bulkheads does not exceed forty percent (40%) of the story below; and further provided that enclosed rooftop amenity space shall be permitted to extend no more than 15 feet above the maximum permitted building height.
- c. Minimum Building Setbacks:
 - 1. From Street Lines 0 feet
 - 2. From Other Lot lines 0 feet (unless more is required per building code)
- d. Maximum lot coverage: 98%
- e. Maximum density: 155 dwelling units per acre
- f. Minimum affordable set-aside: 17 units on Lot “B” (Block 1803 Lot 11)
 17 units on Lot “C” (Block 1219 Lot 4)
 17 units on NJ Transit Yard (Block 510 Lot 6)
 0 units on Block 1804 Lot 13 given its smaller size

(2) General requirements for all residential units in the Bassett Highway Redevelopment Area, regardless of subdistrict.

- a. A den or similar living space shall be considered a bedroom unless it lacks a closet or an entry door, and/or has an opening that cannot be fitted for a standard interior door (i.e. wider than 36 inches) or has dimensions that cannot fit a full-size bed (54” x 74”).
- b. Each residential unit shall contain basic amenities such as a washer/dryer unit and capability for cable television/internet utility connections
- c. A common package delivery room shall be required for each building with residential units within the redevelopment area

(3) Building projections, appurtenances, and architectural features shall be permitted to extend up to three feet into the right-of-way if permission is received from the Municipal Council. By way of example, this may include, but not be limited to, columns, cornices, vestibules, stoops, steps, canopies, balconies, and similar projections.

D. Parking Regulations

(1) Minimum Number of Off-Street Parking Spaces:

- a. Residential: 0.8 spaces per unit
- b. Nonresidential: none
- c. Accessory uses: none

(2) Shared parking. For mixed-use developments, a shared parking approach to the provision for off-street parking may be provided for uses with non-coincident peak parking demands, based on current guidance from the Institute of Transportation Engineers. Monthly visitor parking could be permitted for adjacent developments if capacity exists in off peak hours.

(3) Handicapped parking. Designated parking for disabled persons shall be provided in accordance with the Americans with Disabilities Act (ADA).

Section 2 – Land Development Regulations

- (4) Electric vehicle (EV) parking. EV charging stations and/or “Make-Ready” electric infrastructure for the provision of EV charging stations shall be provided in accordance with New Jersey law S223 (July 9, 2021 or as amended thereafter). The term “Make-Ready” is synonymous with the term “charger ready” as defined by the legislation. A “Make-Ready” parking space shall count as two (2) spaces when calculating a development’s compliance with minimum parking requirements, up to a maximum 10% reduction, or as otherwise defined by the legislation.
- (5) Bicycle parking:
 - a. Minimum number of spaces: 0.5 spaces per dwelling unit
 - b. A minimum of ninety percent (90%) of the required number of bicycle parking spaces shall be provided in conveniently accessible indoor locations and/or storage rooms. Parking spaces that are against a wall shall be permitted to have a wall hanger for storing bicycles. Provisions for sidewalk bicycle racks in clear view of storefronts is encouraged, provided same does not impede pedestrian circulation.
- (6) Auto-share parking. Parking spaces reserved as auto-share spaces (i.e. Zipcar, Car2go, Enterprise CarShare, or other auto-share service companies) shall count as four (4) spaces when calculating a development’s compliance with minimum parking requirements, up to a maximum 40% of the required minimum number of parking spaces.
- (7) Ridesharing and bike-sharing. Provisions for ridesharing services (i.e Uber, Lyft and other ride share service companies) and drop-off/pick up areas for taxi and related transport services are encouraged. Provisions for bike-share service are also encouraged.
- (8) Vehicle Parking Stall Dimensions
 - a. Parking stall dimensions shall be based on the standards set forth below for standard parking stalls, compact parking stalls, parallel parking stalls, and tandem parking stalls, all of which shall be considered permitted parking types.
 - b. Standard parking stalls shall be a minimum of 8 feet wide by 18 feet deep
 - c. Compact parking stalls shall be a minimum of 7 feet 4 inches wide by 16 feet deep.
 - d. Parallel parking stalls shall be a minimum of 8 feet wide by 20 feet deep.
 - e. Tandem spaces shall be a minimum of 8 feet by 36 feet.
 - f. A maximum of forty percent (40%) of the off-street parking spaces may be compact-sized.
 - g. Mechanical (stacked) parking systems and/or automated parking systems (such as, by way of example, shuffle & slide, rack & rail, and the like) shall be permitted to increase parking capacity. Parking spaces incorporated into a mechanical and/or automated system shall be exempt from the dimensional requirements specified herein, but shall conform to all manufacturer specifications.
 - h. Handicapped designated parking stall dimensions shall be in accordance with the Americans with Disabilities Act (ADA).
- (9) Curb Cuts.
 - a. Maximum Number:
 - b. Lane Width: Lanes shall be a minimum of 9 feet in width, depending on the intended size of vehicles utilizing the driveway. Driveway widths (measured without the curb radii) shall be a maximum of 24 feet in width, or two lanes.\
 - c. Radius: Curb radii shall be a minimum of 10 feet and a maximum of 15 feet at the intersection of a driveway and a public street.

Section 2 – Land Development Regulations

- d. Intersection: The closest edge of a driveway to a street intersection (not including curb radii) shall be 60 feet, measured from the intersecting right-of-way.
- e. Minimum Separation: No driveway shall be located within 20 feet of another driveway
- (10) Parking Structures.
 - a. Parking structures shall be permitted to have subterranean parking levels and/or above-grade parking levels including at street level and above street level. Parking levels shall be permitted to be interconnected by ramps and/or vehicle elevators, and further provided that parking levels shall be permitted to have no interconnection if they have independent access to streets.
 - b. Parking structures shall be permitted to interconnect with adjacent parking structures.
 - c. Parking spaces shall be used to store motor vehicles or bicycles only. Parking structures shall be permitted to allow other types of storage in non-parking space areas, such as storage units for resident's personal items.
 - d. The access door of the parking structure shall be designed to be consistent with building design and shall be designed to be electronically opened and immediately automatically closed unless opened by a travelling vehicle. The proposed door shall be aesthetically pleasing to match the rest of the building, no shutter doors are permitted.
 - e. The façade of the parking structures shall be treated with the same materials used on the building façade.
 - f. The sidewalk along entrance of the garage shall be treated in different materials to warn the pedestrians of a garage door entrance. This may be further enhanced by adding lights, mirrors or other safety features. The installation of audible and/or visual warning beacons are encouraged at the garage entrance to warn pedestrians of existing vehicles.
 - g. Parking structures shall have adequate security provisions.
 - h. Parking structures shall screen the view of parked vehicles from adjoining residences and right of way vantage points, except when the access door is open
 - i. Minimum Drive Aisle Width: 22' (two-way) 12' (one-way)
- (11) The Residential Site Improvement Standards N.J.A.C. 5:21 et seq (RSIS) shall not apply to the NJ Transit/Lot B/Lot C Redevelopment Area, unless otherwise noted.

E. Design Standards

- (1) Building Design
 - a. Lobby Location. One residential lobby shall be permitted per building per street frontage, and same shall be located on any street in the redevelopment area.
 - b. All building façades shall be designed to be attractive from each vantage point and be consistent in their quality and finish on all elevations.
 - c. All buildings shall contain a distinctive base, middle and top.
 - d. The buildings shall be designed in a manner that is complementary to the area.
 - e. Blank or featureless walls shall be avoided, and repetition should be limited. No buildings shall have a wall with an uninterrupted length of more than 60 feet without

Section 2 – Land Development Regulations

including any change in the vertical plane of the façade. This may be achieved through any one or combination of the following:

1. Use of a demise line. *A demise line is an artificial vertical boundary that breaks a façade conceptually into several smaller units*¹. The purpose of a demise line is to visually break up a large building by giving it the appearance of separate buildings designed by different architects within one building. Unique designs between the demise lines should be reflective of historic architecture in the Town. Elements of the parts of the building between the demise lines should vary in terms of wall material, color, windows, dormers and balconies. The intent should be that each individual “building” within the demise lines should be able to stand alone as a building.
 2. Pilasters, change in material, building step backs, and other façade recesses or projections.
 3. The step back or projection shall be a minimum of 24 inches from the primary building façade.
- f. Buildings shall be designed using a color palette that complements the architectural context of the surrounding area. Color palettes should be traditional and durable colors like beige, terra cotta, brick red, dark green, black and various grays are natural or muted and work well with the brick and stone facades of existing historic buildings in Dover. Overly bright, garish colors are to be avoided. Generally, one or two colors should be selected. The base color is the predominant color applied to the walls and major surfaces. Accent color is used for trim, hardware, doors, etc. The use of too many colors should be avoided.
 - g. High quality durable decorative materials shall be incorporated into the ground floor façade along street frontage.
 - h. Primary exterior building materials shall be wood, brick stone, stucco, metal glass or other similar durable materials. Aluminum siding, vinyl siding, EIFS, artificial stone, brick veneer, thin brick and ply gem shall be prohibited.
 - i. All buildings shall be designed to front on streets in order to create a street wall consistent with good urban form and design principles. Buildings shall be oriented towards the street so as to contribute to the overall liveliness of the pedestrian environment, particularly where building lots front on multiple streets.
 - j. All buildings shall provide a main entrance onto a street. Entrances shall be designed to be attractive and functional. Indicators such as awnings, changes in sidewalk paving materials, changes in height incorporating stairs, or any other indicator consistent with the design, proportions, material and character of the adjacent areas shall be encouraged.
 - k. Application renderings. A three-dimensional rendering and a colored elevation rendering shall be submitted during site plan application. This should provide a rendered depiction of the proposed building along with the proposed color palette.
 - l. Additional features such as canopies, awnings, and cornices are encouraged to create a sense of place. Any projection encroaching on to the public right of way shall require Municipal Council approval.

¹ Walkable Town Rules, Jeff Speck, Island Press, 2018. Pg. 214.

Section 2 – Land Development Regulations

- m. Any interior courtyard or rooftop terrace shall have sky exposure and views.
 - n. No fire escapes that are appurtenant to the building exterior shall be permitted, such as exterior fire escape stairways and/or ladders, and/or party wall balconies that area intended as an auxiliary means of egress; however nothing herein shall not be construed to prohibit any means of emergency egress that is required by fire code.
- (2) Commercial Storefront Design. In this context the word “shall” denotes a mandatory requirement and the word “should” is recommended by not required.
- a. The portion of the ground floor frontage where the commercial use is located should be primarily glazed with tall windows with elements of the styles indicated below.
 - 1. A minimum of 70 percent of the street-facing storefront façade between two and eight feet in height shall be comprised of clear windows that allow views of indoor space or product display areas.
 - 2. Real or apparent columns of wood, stone or steel should be used to divide sections of the storefront in order to create vertical proportions.
 - 3. The storefront should be composed of real brick and stone, tile, real stucco or painted wood or Hardie Plank with real drop siding, trim and cornices. While painted wood requires regular maintenance, it maintains a clean and attractive appearance on the street and can also be color-changed over time.
 - 4. Color palettes should use traditional and durable colors such as, but not limited to, tan, terra cotta, brick red, dark green, black and various brown-grays to complement the brick and stone facades of existing historic buildings in Dover. Overly bright, garish colors are to be avoided. Generally, one to three colors should be selected. The base or field color should be the predominant color applied to the walls and major surfaces. Accent color should be used for trim, hardware, doors, etc. The use of too many colors should be avoided.
- (3) Streetscape Design
- a. Repair of faulty existing conditions. Existing sidewalks, curbs, and parallel parking spaces on both sides of the street shall be reconstructed or repaired as needed, as determined by the Town Engineer.
 - b. The minimum sidewalk width shall be the same as existing. All sidewalks in the redevelopment area shall be segmented into zones identified as follows:
 - 1. The Clear Zone. The Clear Zone is an unobstructed walkway for pedestrians. The Clear Zone shall be mandatory for all sidewalks in the redevelopment area. The Clear Zone shall be a minimum of six (6) feet wide, unless the existing sidewalk is less wide and cannot be widened. The Clear Zone shall consist of decorative pavers or decorative scoring.
 - 2. The Tree Zone. The Tree Zone is the portion of the sidewalk furthest from the building. The Tree Zone shall be provided on sidewalks that are 11 feet or wider. The Tree Zone shall not be a higher priority than the Clear Zone. The Tree Zone shall be a minimum five (5) feet wide and shall contain street trees and street lights, and may contain street furniture like benches, refuse containers, or plant containers.
 - 3. The Frontage Zone. The Frontage Zone is the portion of the sidewalk closest to the building. The Frontage Zone shall be provided on sidewalks that are 14 feet or wider. The Frontage Zone shall not be a higher priority than the Clear Zone

Section 2 – Land Development Regulations

or the Tree Zone. The Frontage Zone shall be a minimum three (3) feet wide and shall be permitted to contain benches, planters, or outside seats/tables in front of eateries or café's.

4. Sidewalk bump-outs or curb extensions are encouraged to create greater opportunities for effectuating or enhancing any or all sidewalk zones above, subject to relevant approvals from the Town with respect to roadways, traffic flow, and parking.
- c. Street trees shall be required in all Tree Zones, placed in trees cells spaced 30 to 40 feet apart or in lieu of street trees, planters as indicated below.
 1. Street trees. Street trees shall be native or native-adaptive species that are hardy, drought tolerant and able to thrive in an urban environment. Street tree species shall be subject to review and approval by the Town planning staff. Tree grates shall not be provided to avoid their weight compacting the soil and stunting tree growth.
 2. Planters. Planters may be used in lieu of the installation of street trees or in conjunction with some street trees at half the same spacing as required for street trees. Planters should be 18 – 24 inches wide, 36 – 48 inches long and 24 – 36 inches tall, depending on the specific conditions of the design. Planters should be filled with native or native adapted shrubs, grasses or flowers that can thrive in an urban environment inside such a receptacle. A regular means of watering the planter boxes shall be employed and approved as part of the site plan application by the Planning Board.
 - d. At a minimum, sidewalk and streetscapes shall be designed to be compliant with the Americans with Disabilities Act (ADA) and all Local, State and Federal regulations related to barrier-free design. Compliance with ADA regulations shall be approved by the Town Engineer.
 - e. Sidewalks should be designed to be safe for pedestrians, those with mobility issues and individuals in wheelchairs. They should be wide, level, and include places for rest.
 - f. Multi-sensory wayfinding for the vision and hearing impaired should be included in sidewalk design.
- (4) Landscaping Standards
 - a. A landscape plan shall be provided that is signed and sealed by a licensed landscape architect in the State of New Jersey.
 - b. The landscape plan shall be subject to review and endorsement by the Town's consulting landscape architect and/or planning staff, and further provided that same may seek input from an arborist and/or shade tree commission. The planning board shall have the sole authority to approve the landscape plan as part of an overall site plan
 - c. Street trees shall be hardy, native or native adaptive species that are drought tolerant and able to thrive in an urban environment.
 - d. It is recommended that at least three different species of deciduous trees be installed.
 - e. Plantings such as shrubs, flowers, or trees shall be used to accent entrances, arcades, sidewalks, communal plazas, communal rooftops and communal terraces. Such

Section 2 – Land Development Regulations

accent plantings shall be hardy, native or native adaptive species that are drought tolerant and able to thrive in an urban environment.

- f. Landscaping for rooftop amenities and terraces. Such plantings shall be hardy, native or native adaptive species that are able to thrive in an urban environment. Rooftop planters shall contain appropriate drainage outlet systems and may include storage reservoir systems, irrigation and root barriers.
- g. Except as otherwise modified, the plant material used in the Redevelopment Plan area shall conform to ANSI Z60.1.
- h. All plantings shall be maintained by the Redeveloper and subsequent property owners. Publicly accessible areas and areas within view of the public right-of-way shall be maintained with automated watering systems to be furnished and maintained by the Redeveloper and subsequent property owners.
- i. Plant material installed in the public right-of-way shall be guaranteed by the Redeveloper for a period of two years.
- j. A planting schedule shall be provided by the Redeveloper and approved by the Planning Board

(5) Lighting

- a. General. All outdoor lighting, excepting street lighting, should be coordinated as to style, material and color. All exterior lighting shall be designed, located, installed and directed in such a manner to prevent objectionable light at and across property lines.
- b. Street lighting. Street lighting shall conform to the Town of Dover municipal street lighting standards or as approved by the Planning Board or Town Engineer.
- c. Pedestrian lighting. In general, pedestrian lighting should be building mounted at a mounting height no greater than fourteen (14) feet. The minimum footcandle illumination in the Clear Zone should be 0.5 at grade level. Maximum footcandle illumination should not exceed 4.0 at grade level.
- d. Side and rear yard lighting. Lighting should only be proposed for security purposes and not exceed 0.25 footcandle at the property line.
- e. Lamps shall emit a color temperature between 2800°K and 4000°K with a minimum color rendering index of seventy (70) or higher. At a minimum, sidewalk and streetscapes shall be designed to be compliant with the Americans with Disabilities Act (ADA) and all Local, State and Federal regulations related to barrier-free design. Compliance with ADA regulations shall be approved by the Town Engineer.
- f. The redeveloper may incorporate decorative lighting into the design of the building that is arranged in a manner to provide for a creative and artful effect.

(6) Fences and Walls

- a. Fences and walls shall not be permitted between the building and the right-of-way or along street lines.
- b. Fences and walls shall be permitted along the rear property line only at a maximum height of six (6) feet.
- c. Fences shall be commercial or industrial grade powder-coated metal picket and freestanding walls shall be masonry consistent with the architectural elements of the principal building.

Section 2 – Land Development Regulations

(7) Signs

- a. Residential Signage. Residential signage shall be limited to one architectural wall sign for each street frontage affixed to the principal elevation having a maximum sign area of 100 square feet. Such sign may be affixed flat to the façade or be a perpendicular projecting sign extending no more than three (3) feet from such façade, provided Municipal Council approval for the overhang into the right-of-way is obtained.
- b. Commercial Signage. Each commercial tenant of any mixed-use development shall be permitted one architectural wall sign affixed to the storefront having a maximum sign area of no greater than forty (40) square feet. If the commercial use occupies the corner with storefront on two streets, two signs shall be permitted, one facing each street, provided the message is the same on both signs.
 1. Signs shall be of similar style, composition, coloration and font. Sign design shall be complimentary to the architectural design of the building.
 2. All lighting of signs shall be external but with the light source hidden from ground level view unless the only internally illuminated portion of the sign are the letters, glyphs or numbers, and not the sign background. Freestanding and roof signs shall be prohibited.
- c. Additional signage, such as decorative banners, canopies, and awnings are encouraged to create a sense of place, subject to the approval of the Planning Board.

(8) Additional Design Standards

- a. Traffic Signals. Traffic signals (a minimum of one) abutting the Redevelopment area must be fitted with signal preemption for emergency vehicles. At the request of the Redeveloper, the Town shall, at the Redevelopers expense, provide for the installation of necessary equipment to accomplish such signal preemption for emergency vehicles at the signalized intersections, if any. The equipment specifications are on file with the Superintendent of the Police & Fire Signal Communications Unit.
- b. Environmental Remediation. The designated Redeveloper of the Redevelopment area shall be responsible for any and all environmental regulatory compliance in accordance with New Jersey Department of Environmental Protection (NJDEP) requirements for property acquired by the Redeveloper.
- c. Trash and Recycling. Trash, recycling and waste removal shall be performed by a private hauler contracted by the redeveloper or building owner. All trash, recycling and refuse storage shall be fully enclosed and screened within the building or, if outside, within a minimum 6' enclosure of masonry construction on all four sides of said enclosure. The masonry enclosure and access gate shall match or complement the principal building.
- d. Open Space and Recreational Facilities. A minimum of twenty-five percent (25%) of the tract area shall consist of open space and recreation facilities, or leisure time space. This may include yard area, common roof terraces and common balconies.
- e. Public Art. Display of public art and/or design of murals are strongly encouraged and are subject to approval of the Planning Board and Municipal Council.
- f. Utilities and Mechanical Equipment.

Section 2 – Land Development Regulations

1. Stormwater management. A storm water management plan and stormwater calculations shall be prepared for review and approval by the Town Engineer. Such plan shall comply with the Town's stormwater management ordinance and NJDEP rules and regulations. However, regardless of the development classification, the applicant shall design the site's Stormwater Management System to fully comply with the standards for water quantity reductions as required for a Major Development. In addition, because this area of the municipality is in a flood hazard area, additional floodproofing and flood control measures may be required by the Town Engineer.
2. Water and sanitary sewer utility extensions as approved by the Town Engineer, PVSC, and NJDEP shall be provided.
3. The designated Redeveloper shall operate and maintain any newly installed sanitary, storm water and water utilities in the Redevelopment Area including connections to the municipal systems.
4. All mechanical equipment serving the buildings shall be placed on the roof of the building. This equipment shall be screened in a manner consistent with the architecture of the building and shall utilize the same material used in construction of the building such that screening appears to be integral part of the building.
5. All mechanical equipment, generators. HVAC equipment, and similar equipment shall be acoustically buffered such that any noise generated shall be within the applicable standards as defined by the State of New Jersey.
6. No mechanical equipment shall be placed on the ground floor outside of the building on any area that abuts a public right of way.
7. All units and common areas shall have central air conditioning.
- g. Sustainable Design
 1. All buildings shall demonstrate the project would meet the requirements to achieve a LEED (Leadership in Energy Efficient Design) Silver rating or greater. Actual LEED Certification is not required. This requirement and the sustainable design standards below shall not apply to Block 1804 Lot 13 given its smaller size.
 2. A minimum of 35% of the building's rooftop surfaces shall be devoted to one or more of the following sustainable elements and/or open space, in any combination:
 - a. Green roofs, which shall mean a vegetated roof or living roof, comprised of an engineered roofing system that supports a planting medium which enables the growth of specialized drought-tolerant plants such as grasses, sedums, and wildflowers that require little irrigation beyond rainfall. Green roofs shall be irrigated by water obtained directly from rainwater or from a rainwater collection system integrated into the building. Green roof areas shall be deed restricted.
 - b. Cool roof, which shall mean a roof that utilizes a material that has a solar reflectivity of 40% or greater.
 - c. Solar panels or other rooftop non-polluting renewable energy systems.

Section 2 – Land Development Regulations

- d. Rooftop open space (amenity space) which may include, by way of example, rooftop terraces, sun decks, sitting areas, and container plantings. Rooftop open space must be used in combination with one or more other sustainable elements noted above; it cannot be used to satisfy the 35% requirement alone. Container plantings shall not be considered green roofs, which are intended to serve a distinct ecological function of thermal reduction (heat island effect), energy conservation, water management, carbon absorption, and habitat.
- e. Provisions for non-polluting and renewable energy systems such as solar, wind, geothermal, low-impact hydro, biomass, and biogas strategies are encouraged throughout the entire redevelopment.

Section 3 – Relationship With Planning Policies

Introduction

Pursuant to the requirements of Section 7 of the LRHL, “[a]ll provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan.” Further, the redevelopment plan should identify “[a]ny significant relationship of the redevelopment plan to (a) the master plans of the contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the State Planning Act, N.J.S.A. 52:18A-196 et seq.” (The “SDRP”). This redevelopment is substantially consistent with the plans of the municipality, other contiguous municipalities, the county and the SDRP as follows:

(1) Town of Dover Master Plan:

The Town of Dover adopted a new Master Plan in January 2007, however, there were two (2) prior Master Plan reexaminations of the original Master Plan, which were conducted on November 22, 1993 and October 27, 1999. The Town’s Master Plan incorporates the general purposes of the Municipal Land Use Law (“MLUL”) as set forth in §40-55D-2 and enumerates a number of specific goals and objectives which form the basis for the plan’s land use recommendations. Those objectives that are pertinent to the Redevelopment Area are as follows:

1. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;
2. To secure safety from fire, flood, panic and other natural and man-made disasters;
3. To provide adequate light, air, and open space;
4. To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities;
5. To promote the establishment of appropriate population densities and concentrations that will contribute to well-being of persons, neighborhoods, communities and regions and preservation of the environment.
6. To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens;
7. To promote the desirable visual environment through creative development techniques and good civic design and arrangement;
8. To encourage planned unit developments which incorporate the best features of design and relate the type, design and layout of residential, commercial, industrial and recreational development to the particular use; and
9. To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land.

The Redevelopment Law requires that the Redevelopment Plan define the relationship of the Plan to the local Master Plan goals and objectives such as appropriate land use, population densities, improvements to traffic, public utilities, recreational and community facilities, and other improvements. This Redevelopment Plan is consistent with these goals and objectives of the Town’s Master Plan. The 2007 Master Plan specifically states a goal in the housing section that discusses the importance of maintaining and encouraging “diversity in the type and character of available housing” types, densities, and affordability.

Section 3 – Relationship With Planning Policies

(2) Contiguous Municipalities' Master Plans

1. Town of Rockaway Master Plan Reexamination. This Redevelopment Plan is consistent with the following land use goals of the Town of Rockaway Master Plan Reexamination adopted November 18, 2019:
 - Goal 1: To maintain and enhance the existing areas of stability in the community and to encourage a property distribution of land uses by designated areas which have their own uniform development characteristics;
 - Goal 3: To concentrate development in the southerly portion of the Town;
 - Goal 6: To encourage the design of open space features in cluster developments to abut the open space elements of adjacent properties;
 - Goal 7: To provide a variety of housing types, densities, and a balanced housing supply, in appropriate locations, to serve the Town;
 - Goal 10: To encourage new development, and redevelopment, to take into account the aesthetic character of the community, in an effort to enhance the visual and aesthetic appearance of the municipality;
 - Goal 15: To support the overall philosophy of the Highlands Water Protection and Planning Act; and
 - Goal 16: To support the overall philosophy of the New Jersey State Development and Redevelopment Plan (“SDRP”) as a means of providing growth management on a state-wide basis while retaining the principals of home-rule.
2. Town of Randolph Master Plan. The 2006 Town of Randolph Master Plan establishes a series of goals that are consistent with this Redevelopment Plan as follows:
 - Goal 2.1-3: Permit development in a manner so as to protect environmentally sensitive areas and features;
 - Goal 2.2-1: Provide sufficient flexibility in development regulations to permit variety of housing types serving a broad range of income levels and age groups;
 - Goal 2.2-3: The density of housing development should be related to the carrying capacity of the land, roads and utility infrastructure;
 - Goal 2.2-4: Cluster development should be encouraged to minimize environmental disturbance and preserve open space;
 - Goal 3.0-2: Encourage creative planning and development to produce visual harmony and identity, preserve special physiographic features and protect natural resources; and
 - Goal 3.0-5: Refine and illustrate building, signage, landscape and streetscape design standards to ensure the development of a desirable physical environment in Town activity centers.

(3) Morris County Master Plan

The Plan is consistent with the goals and objectives of the Morris County Master Plan Land Use Element prepared in December 2020 as follows:

- Goal 1: The creation of balanced and diverse economic and housing opportunities; Encourage the creation of balanced and diverse economic and housing opportunities suitable to meet the economic, employment and housing needs of Morris County, consistent with the local determination of appropriate land use and community character, coordinated with infrastructure capability and the protection of environmental resources.

Section 3 – Relationship With Planning Policies

- Goal 2: The efficient use of land and resources; Encourage the focus of housing and economic growth in areas with existing or planned infrastructure (sewer, water, transportation) and in existing or planned population and employment centers consistent with environmental protection limitations and environmental protection goals. Encourage less intense growth, and focus major land conservation and preservation activities in areas that do not contain existing or planned infrastructure.
- Goal 4: Development that proceeds only after careful analysis of environmental conditions; and Support desired development that proceeds only after careful analysis of environmental conditions and within the limitations imposed by such analysis, with emphasis on the mitigation of associated environmental impacts and potential hazards to life and property.
- Goal 6: The achievement of community planning goals and objectives and increased cooperation between municipalities in their respective land use decisions. Support local efforts to achieve planning goals and objectives and encourage cooperation between municipalities in their respective land use decisions. Recognize and support local land use planning initiatives and activities where consistent with County goals and objectives and sound planning principles. Encourage inter-municipal cooperation and coordination for projects generating multi-jurisdictional impacts.
- Objective 1: Promote the continued revitalization and redevelopment of the County's established downtown centers and commercial corridors;
- Objective 2: Encourage compact development patterns, cluster development, and infill development, consistent with local goals, to reduce sprawl, mitigate environmental impacts, and to make improved utility and transportation infrastructure feasible and economical;
- Objective 4: Promote the revitalization of suburban town centers as multi-modal, mixed-use centers of diverse commercial and housing opportunities;
- Objective 6: Support the creation of diverse housing types that meet the needs of all age groups, income levels and lifestyles;
- Objective 7: Encourage higher density and mixed-use developments in downtown areas, near public transit, consistent with infrastructure availability and community goals;
- Objective 8: Promote careful environmental analysis and the avoidance of environmental resources in all development proposals. Advance development in a manner than avoids these resources and mitigates potential environmental impacts;
- Objective 13: Encourage municipalities to invest in robust comprehensive planning, review of zoning and land development ordinances to ensure timely consideration of changing land use conditions, emerging land use/market trends, evolving techniques and development standards; and
- Objective 14: Encourage municipal governments to coordinate the planning and redevelopment of commercial corridors, particularly as concerns inter-municipal traffic impacts and to consider the compatibility of adjacent land uses along municipal boundaries in their land use planning. Facilitate inter-municipal communication, coordination and partnerships concerning significant land use issues and associated inter-municipal impacts, including, but not limited to traffic, stormwater, and incompatible land uses; Atlantic County Master Plan was adopted in 2018 and promotes cohesive development within the county and the municipalities therein. This redevelopment plan is substantially consistent with the county master plan overall planning goals to support the county's status as a tourist destination with a wide array of points of interest, and to promote development in targeted growth areas.

(4) New Jersey Highlands Regional Master Plan

The 2008 New Jersey Highlands Regional Master Plan ("RMP") guides the implementation of the Highlands Water Protection and Planning Act of 2004. The Town of Dover is situated within the Highlands Planning Area of the Highlands Region. The Highlands Planning Area is the portion of the Highlands

Section 3 – Relationship With Planning Policies

Region that is not included in the Highlands Preservation Area. While the Act does not establish any new standards for the Highlands Planning Area, the RMP provides a course for enhanced standards such as the transfer of development rights (“TDR”) and smart growth in this portion of the Highlands Region. Dover has not submitted a petition for Plan Conformance; however, this Redevelopment Plan is consistent with the following future land use goals and objectives of the RMP.

- Goal 6E: The incorporation of regional development patterns and related environmentally sensitive areas within existing community zones;
- Goal 6F: Support of compact development, mixed use development and redevelopment and maximization of water, wastewater and transit infrastructure investments for future use of land and development within the existing community;
- Goal 6H: Guide development away from environmentally sensitive and agricultural lands and promote development and redevelopment in or adjacent to existing developed lands;
- Goal 6J: Accommodation of regional growth and development needs through the reuse and redevelopment of previously developed areas, including brownfields, grayfields and underutilized sites;
- Goal 6K: Concentrate residential, commercial and industrial development, redevelopment, and economic growth in existing developed areas in locations with limited environmental constraints, access to existing utility, and transportation infrastructure;
- Goal 6N: Use of smart growth principals, including low impact development, to guide development and redevelopment in the Highlands Region;
- Goal 6O: Market-rate and affordable housing sufficient to meet the needs of the Highlands Region within the context of economic, social, and environmental considerations and constraints;

(5) State Development and Redevelopment Plan (SDRP)

The SDRP adopted March 1, 2001, designates the Town of Dover as a P1 Metropolitan Planning Area. Under this designation, Dover and other similarly designated areas are charged with the goal of providing for much of the State’s future development and redevelopment. Furthermore, Dover was designated a Regional Center in 1994 by the New Jersey State Planning Commission. Although the SDRP is meant to be used as a guide, the consideration of these designations is taken into account specifically in terms of development when State agency approval is necessary. The Plan adheres to many of the 2025 SDRP goals as follows:

- Goal 1: Reverse the concentration of adverse environmental and public health impacts in overburdened communities and redress inequities resulting from past planning actions;
- Goal 2: Effectively address the adverse impacts of global climate change;
- Goal 3: Protect, maintain, and restore the State’s natural and water resources and ecosystems;
- Goal 4: Protect the environment; Prevent and clean up pollution;
- Goal 5: Revitalize and recenter the State’s underutilized developed areas;
- Goal 7: Provide an adequate supply of housing for residents of all ages and incomes, in location-efficient places with ready access to the full range of supportive goods and services.
- Goal 8: Provide affordable and effective public facilities and services; and
- Goal 10: Ensure sound and integration planning and implementation at all levels statewide.

Section 4 – Plan Administration

The Town may require the following administrative provisions in connection with the implementation of the redevelopment plan:

1. The Town may designate one or more redevelopers for the implementation of this Plan and enter into a redevelopment agreement or other agreements as necessary to effectuate this Plan.
2. This Redevelopment Plan shall supersede any or all prior redevelopment plans pertaining to this site and the Dover Land Use and Development Ordinance Chapter 236, unless otherwise noted herein.
3. This redevelopment plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$1,000.00 plus all costs of copying and transcripts shall be payable to the Town of Dover for any request to amend this plan. If there is a designated redeveloper, said redeveloper shall pay these costs prior to any such amendment. If there is no redeveloper, the appropriate agency shall be responsible for any and all such costs, and may seek reimbursement from any redeveloper of the Redevelopment Area.
4. All development within the Redevelopment Area shall be consistent with the provisions of this Plan including but not limited to permitted uses and bulk requirements.
5. This Redevelopment Plan shall be implemented consistent with the requirements of the LRHL for the effectuation of redevelopment plans.
6. A site plan, subdivision plat, architectural plan and other information typically required as part of the Town's development application checklist shall be submitted by the Redeveloper for Planning Board review and approval prior to commencement of new construction, rehabilitation of existing structures or a change in use in order to determine compliance with this Plan. The Planning Board and/or its professionals may grant submission waivers from any documents or information required in the plan. This plan specifically allows Site Plan, subdivision, variance, exception, or any other approvals, which shall be administered by the Planning Board in accordance with the Municipal Land Use Law N.J.S.A. 40:55D-1 et seq. No permits shall be issued without prior review and approval of the Planning Board. As part of the site plan approval, the Planning Board may require the redeveloper to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53. The performance guarantees shall be in favor of the Town, and the Town Engineer shall determine the amount of the performance guarantees in accordance with the foregoing.
7. The designation of the applicant as the redeveloper of the West Blackwell/Dewey Subdistrict and the execution of a redevelopment agreement with the Town shall be a prerequisite to a completeness determination and hearing by the Planning Board of any site plan application within the Redevelopment Area.
8. The Planning Board may grant relief from the requirements of this Plan pursuant to N.J.S.A. 40:55D-70c or N.J.S.A. 40:55D-51, as applicable, where the standards set forth therein are met. In no event shall relief be granted to provide a use that is not permitted by this Plan.
9. The designated Redeveloper shall cover the cost of professional services incurred by the Town for administration, review of projects, preparation of this Plan and implementation of redevelopment projects including but not limited to legal, engineering, planning, and environmental, real estate, traffic/parking and urban design services. Said services shall be paid through escrow accounts established in accordance with or as otherwise provided in a redevelopment agreement with the Town.
10. **This plan cannot be used as a basis for eminent domain, except for those lots that have been designated as a CONDEMNATION area in need of redevelopment.** For those lots designated as a NONCONDEMNATION area in need of redevelopment, the Town shall have all powers under the LHRL *except for* eminent domain. For those lots designated as a CONDEMNATION area in need of redevelopment, the Town shall have all powers under the LHRL *including* eminent domain.
11. **Relocation of Persons and Businesses.** Since this Plan does not contemplate the acquisition of property that will temporarily or permanently displace either residents or businesses, a Workable Relocation Assistance Program pursuant to N.J.A.C. 5:11-1, et seq. is not required.

Section 4 – Plan Administration

12. **Effect of Approval.** The effects of any Planning Board approval shall be consistent with the rights granted by Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) except to the extent they may be modified by the Redeveloper's Agreement. The Redevelopment plan shall remain in full force and effect for a period of twenty (20) years from the effective date of adoption of this Redevelopment plan by the Municipal Council; however, the period of time granting rights for the redevelopment of the area to a redeveloper(s) shall be as established in an executed Redevelopment Agreement

Section 5- Appendices

Appendix A:

Resolution Authorizing Redevelopment Plan

RESOLUTION NO. _____ - 2025**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, DECLARING CERTAIN PROPERTY IN THE TOWN A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT**

WHEREAS, N.J.S.A. 40A:12A-6 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”) authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether an area of the municipality is a non-condemnation “area in need of redevelopment” pursuant to the criteria contained in N.J.S.A. 40A:12A-5 of the LRHL; and

WHEREAS, the Mayor and Town Council of the Town of Dover (the “Town Council”) considered it to be in the best interest of the Town to have the Town Planning Board conduct a preliminary investigation of certain properties located in the Town and shown on the official Tax Map of the Town as Block 510, Lot 6; Block 510, Lot 6 (Unit B01); Block 1213, Lots 2 and 4; Block 1219, Lots 4, 5 and 6; Block 1803, Lot 11; and Block 1804, Lot 13, and as shown on **Exhibit 1** attached hereto (collectively, the “Property”), to determine whether such Property, or any portions thereof, is a non-condemnation area in need of redevelopment; and

WHEREAS, in Resolution No. 285-2024, adopted November 12, 2024, the Town Council authorized and directed the Planning Board to conduct a preliminary investigation to determine whether the Property, or any portions thereof, constitutes a non-condemnation “area in need of redevelopment” according to the criteria set forth in N.J.S.A. 40A:12A-5 of the LRHL; and

WHEREAS, the Property is generally located along and on the north and south sides of a portion of the Norfolk Southern (Morris & Essex) railroad right-of-way, and along and on portions of Orchard Street and South Morris Street; and

WHEREAS, the Mayor and Town Council believes the Property is potentially valuable for contributing to, serving, and protecting the public health, safety and welfare and for the promotion of smart growth within the Town; and

WHEREAS, the Planning Board, at a duly noticed public hearing held on April 17, 2025, reviewed the report entitled “Non-Condensation Area in Need of Redevelopment, Preliminary Investigation, Block 510 Lots 6 & 6 (Unit B01); Block 1213 Lots 2 & 4; Block 1219 Lots 4, 5, & 6; Block 1803 Lot 11; Block 1804 Lot 13”, dated March 25, 2025, prepared by John McDonough Associates, LLC (the “Preliminary Investigation”) and testimony of the Town’s professional planning consultant pursuant to and in accordance with the procedural requirements of N.J.S.A. 40A:12A-6, to determine whether the Property satisfies the criteria set forth in N.J.S.A. 40A:12A-5 (or, if and as applicable, N.J.S.A. 40A:12A-3) to be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, at the hearing, the Planning Board heard from all persons who were interested in or would be affected by a determination that the Property is a non-condemnation redevelopment area. All objections to a determination that the Property is an area in need of redevelopment and evidence in support of those objections were received and considered by the Planning Board and made part of the public record; and

WHEREAS, the Planning Board considered and reviewed each of the statutory criteria in the LRHL and the condition of the Property as analyzed in detail in the testimony of the Town’s professional planning consultant and in the Preliminary Investigation, as well as comments from all persons who were interested in or would be affected by a determination that the Property is a non-condemnation

redevelopment area, including but not limited to the functional obsolescence of the use of the property as surface parking and the layout of the improvements within the Property, and concurred with the finding in the Preliminary Investigation; and

WHEREAS, after conducting its investigation and reviewing the Preliminary Investigation, preparing a map of the proposed redevelopment area, and completing a public hearing at which all objections to and support of the designation were received and considered, the Town of Dover Planning Board resolved to recommend that the Property illustrated on **Exhibit 1** attached hereto, be declared as a non-condemnation area in need of redevelopment; and

WHEREAS, in Resolution No. ____, dated April __, 2025, the Planning Board recommended to the Mayor and Town Council that the Property be declared a non-condemnation “area in need of redevelopment” under the LRHL in accordance with N.J.S.A. 40A:12A-6; and

WHEREAS, the Town Council concurs and agrees with Planning Board’s recommendation as supported by the reasons stated in the Preliminary Investigation that the Property constitutes and meets the criteria under the LRHL and that the Property should be determined and declared a non-condemnation “area in need of redevelopment”, which would authorize the Town to use all those powers provided under the LRHL, except that such determination shall not permit the Town to exercise the power of eminent domain to acquire all or any portion of the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Dover, State of New Jersey, that the property illustrated on **Exhibit 1** attached hereto, is hereby designated a non-condemnation “area in need of redevelopment” under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., which designation authorizes the Town to use all those powers provided under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., except that such determination shall not permit the Town to exercise the power of eminent domain to acquire all or any portion of the Property; and

BE IT FURTHER RESOLVED, that the Town Council hereby directs the Town Clerk to (a) serve this Resolution declaring that the property illustrated on **Exhibit 1** attached hereto is designated a non-condemnation redevelopment area upon the Commissioner of Community Affairs in accordance with N.J.S.A. 40A:12A-6.b(5)(c), and (b) serve notice of such designation, within ten (10) days hereof, upon all record owners of property located within the delineated area, those whose names are listed in the tax assessor's records, and upon each person who filed a written objection thereto and stated an address to which notice of determination may be sent in accordance with N.J.S.A. 40A:12A-6.b(5)(d); and

BE IT FURTHER RESOLVED, that the Town Council hereby authorizes John McDonough Associates, LLC to prepare a redevelopment plan for the Property illustrated on **Exhibit 1** attached hereto for review and consideration by the Town Council in accordance with the LRHL; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as required by law.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

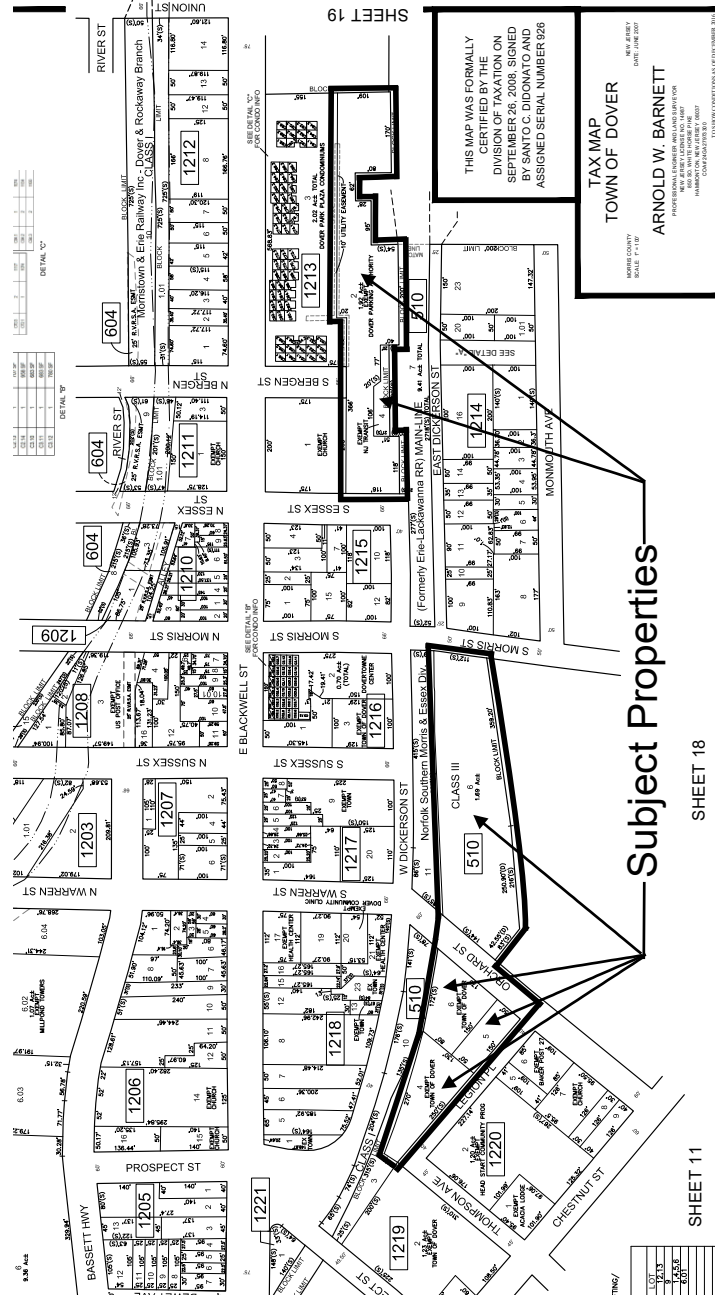
ADOPTED: _____

CERTIFICATION

I, Tara M. Pettoni, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution __-2025 is a true copy of the Original Resolution duly passed and adopted by the Mayor and Town Council of the Town of Dover at its meeting on _____, 2025.

Tara M. Pettoni
Municipal Clerk

Exhibit 1
Map of Study Area

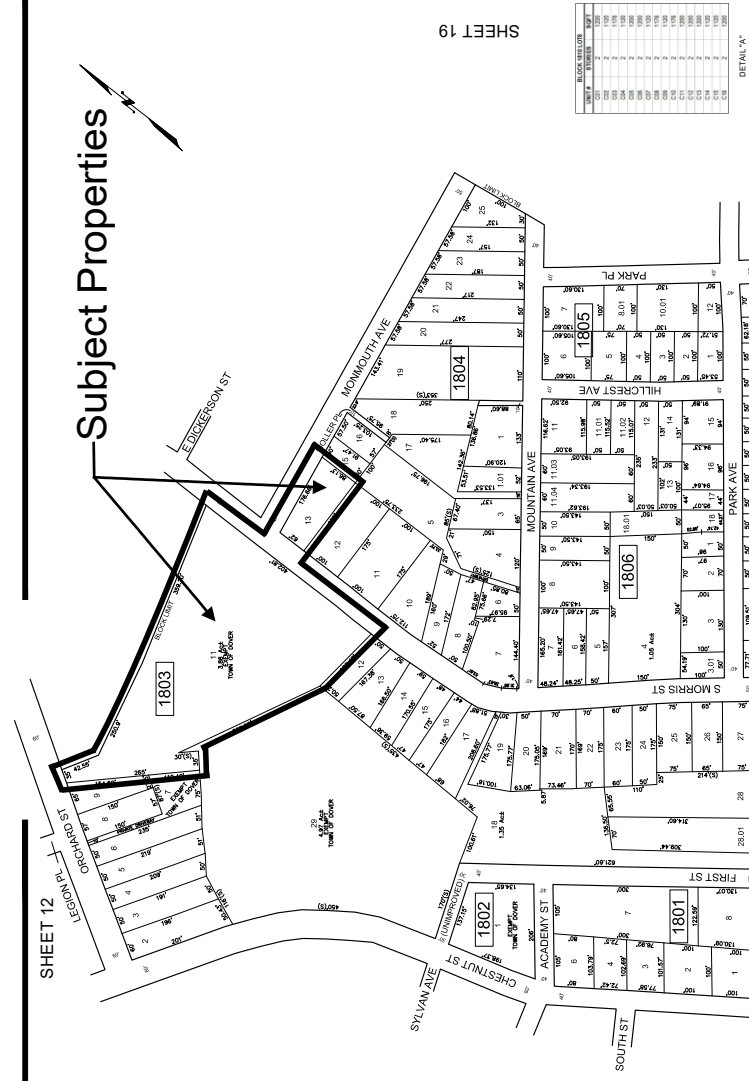


**Block 510, Lot 6; Block 510, Lot 6 (Unit B01); Block 1213, Lots 2 and 4;
and Block 1219, Lots 4, 5 and 6**

(1 of 2)

18

SHEET 12



Block 1803, Lot 11; and Block 1804, Lot 13

(2 of 2)

Section 5- Appendices

Appendix B:

Map of Bassett Highway Redevelopment Area

Section 5- Appendices



Figure 1 ~ Aerial satellite imagery of study area (njpropertyrecords.com)

Section 5- Appendices



Figure 2 ~ Aerial satellite imagery of study area (njpropertyrecords.com)



Figure 3 ~ Aerial satellite imagery of study area (njpropertyrecords.com)

I. Harry Loory Redevelopment Plan

John McDonough Associates, LLC

Land Use Planning · Landscape Architecture

Redevelopment Plan for the Harry Loory Redevelopment Area

**Block 1205 Lots 1, 2, 10, 11, 12, 13
and Block 1206 Lot 16**

Prepared For



Town of Dover

Morris County, NJ

June 19, 2025

The original of this report was signed and sealed
in accordance with N.J.S.A.45:14A-12

John McDonough, LA, AICP, PP
NJPP License #33LI00518900

Section 1 - Overview

A. Introduction

On _____ the Mayor and Town Council of the Town of Dover adopted Resolution _____, which designated certain lands within the Town of Dover as an area in need of redevelopment and authorized the preparation of a redevelopment plan for same, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“LRHL”). A copy of the resolution is attached as **Appendix A**.

This redevelopment plan is intended to address the resolution and to create a comprehensive and unified redevelopment plan for all the lots in Resolution # _____ (collectively hereafter referred to as the “Harry Loory Redevelopment Area”). A map of the lots that comprise the Harry Loory Redevelopment Area is provided in **Appendix B**.

B. Identification of the Redevelopment Area

Resolution # _____ designated seven (7) lots within the Town of Dover as a *non-condemnation* area in need of redevelopment, identified as Block 1205 Lots 1, 2, 10, 11, 12, 13 and Block 1206 Lot 16 on the Town of Dover tax rolls. All the above lots comprise the Harry Loory Redevelopment Area, as shown on the map in Appendix B. The redevelopment area also includes mapped rights-of-way or easements contiguous or internal to same.

C. Required Redevelopment Plan Components

Pursuant to Section 40A:12A-7 of the LRHL, redevelopment plans shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate the following:

- (1) The plan relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- (2) Proposed land uses and building requirements in the Redevelopment Area.
- (3) Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the area.
- (4) An identification of any property within the redevelopment area, which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities; (b) the master plan of the county in which the municipality is located; (c) the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act”, P.L. 1985, c398 (C.52:18A-196 et al.)
- (6) An inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program shall have first priority for those

Section 1 - Overview

replacement units provided under the plan. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area.

- (8) The redevelopment plan may include provisions of affordable housing in accordance with the “Fair Share Housing Act” P.L. 1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan.
- (9) Description of the plan relationship to pertinent municipal development regulations as defined in the “Municipal Land Use Law” (MLUL). The plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area.
- (10) All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan.

D. Goals and Objectives

The intent and purpose of this redevelopment plan is to promote vibrancy and orderly development of the redevelopment area in accordance with the following goals and objectives:

- (1) To reverse continued stagnation and put underutilized land to productive use.
- (2) To provide for a variety of land uses including new and/or rehabilitated housing stock and a variety of commercial uses including retail, restaurants, and entertainment.
- (3) To create economic development opportunities that will generate private sector investment, produce new or sustain existing jobs, and increase the Town’s tax base.
- (4) To promote development that is appropriate for the area’s unique location in the community’s downtown.
- (5) To ensure an attractive streetscape that complements the existing neighborhood and enhances the built environment.
- (6) To promote resiliency and sustainability and development that recognizes and prepares for a future with more extreme weather events and a changing climate.
- (7) To ensure high-quality architecture and attractive redevelopment.
- (8) To promote walkability and healthy, livable communities.
- (9) To provide a resident population to support local businesses and transit ridership.

Section 2 – Land Development Regulations

A. General Regulations

- (1) The regulations set forth herein shall supersede any or all prior redevelopment plans and/or rehabilitation plans pertaining to this site and the Town of Dover Land Use and Development Ordinance Chapter 236, unless otherwise noted herein.
- (2) The regulations set forth herein shall apply to the tract as a whole, not to individual lots which may be created therein. For the purposes of this redevelopment plan, the word “tract” shall mean the entire redevelopment area.
- (3) The tract shall be permitted to be consolidated or subdivided into one or more lots. The tract and any lots therein shall be permitted to contain one or more buildings or uses. The tract shall be permitted to be developed in one or more phases.
- (4) All dimensional and other requirements shall apply to the tract as it exists at the time of the adoption of this redevelopment plan, and conforming conditions that are rendered nonconforming as a result of changes to the tract perimeter such as road widening or other municipal purposes shall not be considered deviations and shall not require variance relief on future applications for the full duration that the redevelopment plan remains in effect.
- (5) There shall be no requirement that the entire redevelopment area be developed unless required under a redevelopment agreement entered between the Town and the designated redeveloper of the Redevelopment Area. If the redevelopment area is partially developed and then the remainder portion is developed separately, there shall be no requirement that the same redeveloper be responsible for the development of both portions unless required under a redevelopment agreement entered between the Town and the designated redeveloper of the Redevelopment Area.
- (6) This redevelopment plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$1,000.00 plus all costs of copying and transcripts shall be payable to the Town of Dover for any request to amend this plan. If there is a designated redeveloper, said redeveloper shall pay these costs prior to any such amendment. If there is no redeveloper, the appropriate agency shall be responsible for any and all such costs, and may seek reimbursement from any redeveloper of the Redevelopment Area.
- (7) Affordable housing obligations or exemptions from or reductions of same shall be established in a redevelopment agreement between the Town and designated redeveloper for the redevelopment area.

B. Use Regulations

- (1) Permitted Principal Uses.
 - a. Multifamily residential dwellings
 - b. Retail sales and services
 - c. Restaurants, eateries, cafes, bars, taverns, and microbrew pubs
 - d. Recreational facilities
 - e. Offices
 - f. Educational uses
 - g. Civic uses
 - h. Outdoor Plaza and/or other Open Space
 - i. Any combination of the above uses

Section 2 – Land Development Regulations

(2) Permitted Accessory Uses

- a. Off Street parking, which shall be permitted as structured parking, surface parking or subterranean parking, or any combination above.
- b. Sidewalk Cafes
- c. Outdoor plaza
- d. Outdoor seating
- e. Residential amenities and recreation facilities that are accessory to a residential development and limited exclusively for the use and enjoyment of the residents of the development such as lounges, package rooms, fitness centers, game/party rooms, multipurpose rooms
- f. Balconies and terraces for individual units and/or for common use
- g. Open space that is accessory to a residential development and limited exclusively for the use and enjoyment of the residents of the development, such as courtyards interior to buildings, common rooftop spaces and common terraces for all residents and may include amenities such as, by way of example, pools and barbeque areas.
- h. Rooftop amenities such as observation rooms; sun decks; open recreation areas with bistro seating, benches, and planters; community tables, dining areas, outdoor bars; game areas such as ping pong table, pool table and/or bocce pit; artificial turf for lawn games such as corn hole or croquet, rooftop lofts and private or common terraces. Additional restrooms shall be permitted as accessory to these uses on rooftops.
- i. Utilities including alternative energy sources such as solar panels, electric charging stations, battery storage, and green infrastructure such as green roofs and rain gardens
- j. Refuse management structures and enclosures
- k. Auto-share (i.e. ZipCar) and/or ride-share (i.e. Uber/Lyft) facilities, spaces, shelters
- l. Bicycle racks, shelters, and storage areas regardless of whether they are inside or outside the building;
- m. Electric scooter racks, shelters, and storage areas regardless of whether they are inside or outside the building
- n. Ordinary site improvements such as landscaping, lighting, fencing, and signage
- o. Vestibules, breezeways, and other passageways from the inside to the outside shall be permitted, and shall be permitted to connect buildings, and shall also be permitted on the rooftop.
- p. Any use that is customary and incidental to any principal uses set forth herein.

(3) Prohibited Uses.

- a. Shops which offer firearms and/or ammunition for sale.
- b. Gold purchasing stores.
- c. Check cashing establishments.
- d. Adult-oriented uses.
- e. Motor fueling stations.
- f. Drive-throughs.
- g. Massage parlors not part of beauty parlors or fitness centers.
- h. Smoke and vaping shops.
- i. Any use not expressly permitted herein shall be considered prohibited.

Section 2 – Land Development Regulations

C. Bulk Regulations

(1) Bulk Regulations

- a. Maximum Building Height: 85 feet (to roofline)
- b. Maximum Number of Stories: 7 (see note below)
 Note: Enclosed rooftop amenity space shall be permitted and shall not be considered an additional story, provided the floor area exclusive of stair/elevator bulkheads does not exceed forty percent (40%) of the story below; and further provided that enclosed rooftop amenity space shall be permitted to extend no more than 15 feet above the maximum permitted building height.
- c. Minimum Building Setbacks:
 - 1. From Street Lines 0 feet
 - 2. From Other Lot lines 0 feet (unless more is required per building code)
- d. Maximum lot coverage: 98%
- e. Maximum density: 115 dwelling units per acre
- f. Minimum affordable set-aside: 17 units

(2) General requirements for all residential units in the Harry Loory Redevelopment Area, regardless of subdistrict.

- a. A den or similar living space shall be considered a bedroom unless it lacks a closet or an entry door, and/or has an opening that cannot be fitted for a standard interior door (i.e. wider than 36 inches) or has dimensions that cannot fit a full-size bed (54" x 74").
- b. Each residential unit shall contain basic amenities such as a washer/dryer unit and capability for cable television/internet utility connections
- c. A common package delivery room shall be required for each building with residential units within the redevelopment area

(3) Building projections, appurtenances, and architectural features shall be permitted to extend up to three feet into the right-of-way if permission is received from the Municipal Council. By way of example, this may include, but not be limited to, columns, cornices, vestibules, stoops, steps, canopies, balconies, and similar projections.

D. Parking Regulations

(1) Minimum Number of Off-Street Parking Spaces:

- a. Residential: 0.8 spaces per unit
- b. Nonresidential: none
- c. Accessory uses: none

(2) Shared parking. For mixed-use developments, a shared parking approach to the provision for off-street parking may be provided for uses with non-coincident peak parking demands, based on current guidance from the Institute of Transportation Engineers. Monthly visitor parking could be permitted for adjacent developments if capacity exists in off peak hours.

(3) Handicapped parking. Designated parking for disabled persons shall be provided in accordance with the Americans with Disabilities Act (ADA).

(4) Electric vehicle (EV) parking. EV charging stations and/or "Make-Ready" electric infrastructure for the provision of EV charging stations shall be provided in accordance with New Jersey law S223 (July 9, 2021 or as amended thereafter). The term "Make-

Section 2 – Land Development Regulations

Ready” is synonymous with the term “charger ready” as defined by the legislation. A “Make-Ready” parking space shall count as two (2) spaces when calculating a development’s compliance with minimum parking requirements, up to a maximum 10% reduction, or as otherwise defined by the legislation.

(5) Bicycle parking:

- a. Minimum number of spaces: 0.5 spaces per dwelling unit
- b. A minimum of ninety percent (90%) of the required number of bicycle parking spaces shall be provided in conveniently accessible indoor locations and/or storage rooms. Parking spaces that are against a wall shall be permitted to have a wall hanger for storing bicycles. Provisions for sidewalk bicycle racks in clear view of storefronts is encouraged, provided same does not impede pedestrian circulation.

(6) Auto-share parking. Parking spaces reserved as auto-share spaces (i.e. Zipcar, Car2go, Enterprise CarShare, or other auto-share service companies) shall count as four (4) spaces when calculating a development’s compliance with minimum parking requirements, up to a maximum 40% of the required minimum number of parking spaces.

(7) Ridesharing and bike-sharing. Provisions for ridesharing services (i.e Uber, Lyft and other ride share service companies) and drop-off/pick up areas for taxi and related transport services are encouraged. Provisions for bike-share service are also encouraged.

(8) Vehicle Parking Stall Dimensions

- a. Parking stall dimensions shall be based on the standards set forth below for standard parking stalls, compact parking stalls, parallel parking stalls, and tandem parking stalls, all of which shall be considered permitted parking types.
- b. Standard parking stalls shall be a minimum of 8 feet wide by 18 feet deep
- c. Compact parking stalls shall be a minimum of 7 feet 4 inches wide by 16 feet deep.
- d. Parallel parking stalls shall be a minimum of 8 feet wide by 20 feet deep.
- e. Tandem spaces shall be a minimum of 8 feet by 36 feet.
- f. A maximum of forty percent (40%) of the off-street parking spaces may be compact-sized.
- g. Mechanical (stacked) parking systems and/or automated parking systems (such as, by way of example, shuffle & slide, rack & rail, and the like) shall be permitted to increase parking capacity. Parking spaces incorporated into a mechanical and/or automated system shall be exempt from the dimensional requirements specified herein, but shall conform to all manufacturer specifications.
- h. Handicapped designated parking stall dimensions shall be in accordance with the Americans with Disabilities Act (ADA).

(9) Curb Cuts.

- a. Maximum Number:
- b. Lane Width: Lanes shall be a minimum of 9 feet in width, depending on the intended size of vehicles utilizing the driveway. Driveway widths (measured without the curb radii) shall be a maximum of 24 feet in width, or two lanes.\
- c. Radius: Curb radii shall be a minimum of 10 feet and a maximum of 15 feet at the intersection of a driveway and a public street.
- d. Intersection: The closest edge of a driveway to a street intersection (not including curb radii) shall be 60 feet, measured from the intersecting right-of-way.

Section 2 – Land Development Regulations

- e. Minimum Separation: No driveway shall be located within 20 feet of another driveway
- (10) Parking Structures.
 - a. Parking structures shall be permitted to have subterranean parking levels and/or above-grade parking levels including at street level and above street level. Parking levels shall be permitted to be interconnected by ramps and/or vehicle elevators, and further provided that parking levels shall be permitted to have no interconnection if they have independent access to streets.
 - b. Parking structures shall be permitted to interconnect with adjacent parking structures.
 - c. Parking spaces shall be used to store motor vehicles or bicycles only. Parking structures shall be permitted to allow other types of storage in non-parking space areas, such as storage units for resident's personal items.
 - d. The access door of the parking structure shall be designed to be consistent with building design and shall be designed to be electronically opened and immediately automatically closed unless opened by a travelling vehicle. The proposed door shall be aesthetically pleasing to match the rest of the building, no shutter doors are permitted.
 - e. The façade of the parking structures shall be treated with the same materials used on the building façade.
 - f. The sidewalk along entrance of the garage shall be treated in different materials to warn the pedestrians of a garage door entrance. This may be further enhanced by adding lights, mirrors or other safety features. The installation of audible and/or visual warning beacons are encouraged at the garage entrance to warn pedestrians of existing vehicles.
 - g. Parking structures shall have adequate security provisions.
 - h. Parking structures shall screen the view of parked vehicles from adjoining residences and right of way vantage points, except when the access door is open
 - i. Minimum Drive Aisle Width: 22' (two-way) 12' (one-way)
- (11) The Residential Site Improvement Standards N.J.A.C. 5:21 et seq (RSIS) shall not apply to the NJ Transit/Lot B/Lot C Redevelopment Area, unless otherwise noted.

E. Design Standards

(1) Building Design

- a. Lobby Location. One residential lobby shall be permitted per building per street frontage, and same shall be located on any street in the redevelopment area.
- b. All building façades shall be designed to be attractive from each vantage point and be consistent in their quality and finish on all elevations.
- c. All buildings shall contain a distinctive base, middle and top.
- d. The buildings shall be designed in a manner that is complementary to the area.
- e. Blank or featureless walls shall be avoided, and repetition should be limited. No buildings shall have a wall with an uninterrupted length of more than 60 feet without including any change in the vertical plane of the façade. This may be achieved through any one or combination of the following:

Section 2 – Land Development Regulations

1. Use of a demise line. *A demise line is an artificial vertical boundary that breaks a façade conceptually into several smaller units*¹. The purpose of a demise line is to visually break up a large building by giving it the appearance of separate buildings designed by different architects within one building. Unique designs between the demise lines should be reflective of historic architecture in the Town. Elements of the parts of the building between the demise lines should vary in terms of wall material, color, windows, dormers and balconies. The intent should be that each individual “building” within the demise lines should be able to stand alone as a building.
2. Pilasters, change in material, building step backs, and other façade recesses or projections.
3. The step back or projection shall be a minimum of 24 inches from the primary building façade.
- f. Buildings shall be designed using a color palette that complements the architectural context of the surrounding area. Color palettes should be traditional and durable colors like beige, terra cotta, brick red, dark green, black and various grays are natural or muted and work well with the brick and stone facades of existing historic buildings in Dover. Overly bright, garish colors are to be avoided. Generally, one or two colors should be selected. The base color is the predominant color applied to the walls and major surfaces. Accent color is used for trim, hardware, doors, etc. The use of too many colors should be avoided.
- g. High quality durable decorative materials shall be incorporated into the ground floor façade along street frontage.
- h. Primary exterior building materials shall be wood, brick stone, stucco, metal glass or other similar durable materials. Aluminum siding, vinyl siding, EIFS, artificial stone, brick veneer, thin brick and ply gem shall be prohibited.
- i. All buildings shall be designed to front on streets in order to create a street wall consistent with good urban form and design principles. Buildings shall be oriented towards the street so as to contribute to the overall liveliness of the pedestrian environment, particularly where building lots front on multiple streets.
- j. All buildings shall provide a main entrance onto a street. Entrances shall be designed to be attractive and functional. Indicators such as awnings, changes in sidewalk paving materials, changes in height incorporating stairs, or any other indicator consistent with the design, proportions, material and character of the adjacent areas shall be encouraged.
- k. Application renderings. A three-dimensional rendering and a colored elevation rendering shall be submitted during site plan application. This should provide a rendered depiction of the proposed building along with the proposed color palette.
- l. Additional features such as canopies, awnings, and cornices are encouraged to create a sense of place. Any projection encroaching on to the public right of way shall require Municipal Council approval.
- m. Any interior courtyard or rooftop terrace shall have sky exposure and views.

¹ Walkable Town Rules, Jeff Speck, Island Press, 2018. Pg. 214.

Section 2 – Land Development Regulations

- n. No fire escapes that are appurtenant to the building exterior shall be permitted, such as exterior fire escape stairways and/or ladders, and/or party wall balconies that area intended as an auxiliary means of egress; however nothing herein shall not be construed to prohibit any means of emergency egress that is required by fire code.
- (2) Commercial Storefront Design. In this context the word “shall” denotes a mandatory requirement and the word “should” is recommended by not required.
 - a. The portion of the ground floor frontage where the commercial use is located should be primarily glazed with tall windows with elements of the styles indicated below.
 - 1. A minimum of 70 percent of the street-facing storefront façade between two and eight feet in height shall be comprised of clear windows that allow views of indoor space or product display areas.
 - 2. Real or apparent columns of wood, stone or steel should be used to divide sections of the storefront in order to create vertical proportions.
 - 3. The storefront should be composed of real brick and stone, tile, real stucco or painted wood or Hardie Plank with real drop siding, trim and cornices. While painted wood requires regular maintenance, it maintains a clean and attractive appearance on the street and can also be color-changed over time.
 - 4. Color palettes should use traditional and durable colors such as, but not limited to, tan, terra cotta, brick red, dark green, black and various brown-grays to complement the brick and stone facades of existing historic buildings in Dover. Overly bright, garish colors are to be avoided. Generally, one to three colors should be selected. The base or field color should be the predominant color applied to the walls and major surfaces. Accent color should be used for trim, hardware, doors, etc. The use of too many colors should be avoided.
- (3) Streetscape Design
 - a. Repair of faulty existing conditions. Existing sidewalks, curbs, and parallel parking spaces on both sides of the street shall be reconstructed or repaired as needed, as determined by the Town Engineer.
 - b. The minimum sidewalk width shall be the same as existing. All sidewalks in the redevelopment area shall be segmented into zones identified as follows:
 - 1. The Clear Zone. The Clear Zone is an unobstructed walkway for pedestrians. The Clear Zone shall be mandatory for all sidewalks in the redevelopment area. The Clear Zone shall be a minimum of six (6) feet wide, unless the existing sidewalk is less wide and cannot be widened. The Clear Zone shall consist of decorative pavers or decorative scoring.
 - 2. The Tree Zone. The Tree Zone is the portion of the sidewalk furthest from the building. The Tree Zone shall be provided on sidewalks that are 11 feet or wider. The Tree Zone shall not be a higher priority than the Clear Zone. The Tree Zone shall be a minimum five (5) feet wide and shall contain street trees and street lights, and may contain street furniture like benches, refuse containers, or plant containers.
 - 3. The Frontage Zone. The Frontage Zone is the portion of the sidewalk closest to the building. The Frontage Zone shall be provided on sidewalks that are 14 feet or wider. The Frontage Zone shall not be a higher priority than the Clear Zone or the Tree Zone. The Frontage Zone shall be a minimum three (3) feet wide

Section 2 – Land Development Regulations

and shall be permitted to contain benches, planters, or outside seats/tables in front of eateries or café's.

4. Sidewalk bump-outs or curb extensions are encouraged to create greater opportunities for effectuating or enhancing any or all sidewalk zones above, subject to relevant approvals from the Town with respect to roadways, traffic flow, and parking.
- c. Street trees shall be required in all Tree Zones, placed in trees cells spaced 30 to 40 feet apart or in lieu of street trees, planters as indicated below.
 1. Street trees. Street trees shall be native or native-adaptive species that are hardy, drought tolerant and able to thrive in an urban environment. Street tree species shall be subject to review and approval by the Town planning staff. Tree grates shall not be provided to avoid their weight compacting the soil and stunting tree growth.
 2. Planters. Planters may be used in lieu of the installation of street trees or in conjunction with some street trees at half the same spacing as required for street trees. Planters should be 18 – 24 inches wide, 36 – 48 inches long and 24 – 36 inches tall, depending on the specific conditions of the design. Planters should be filled with native or native adapted shrubs, grasses or flowers that can thrive in an urban environment inside such a receptacle. A regular means of watering the planter boxes shall be employed and approved as part of the site plan application by the Planning Board.
 - d. At a minimum, sidewalk and streetscapes shall be designed to be compliant with the Americans with Disabilities Act (ADA) and all Local, State and Federal regulations related to barrier-free design. Compliance with ADA regulations shall be approved by the Town Engineer.
 - e. Sidewalks should be designed to be safe for pedestrians, those with mobility issues and individuals in wheelchairs. They should be wide, level, and include places for rest.
 - f. Multi-sensory wayfinding for the vision and hearing impaired should be included in sidewalk design.
- (4) Landscaping Standards
 - a. A landscape plan shall be provided that is signed and sealed by a licensed landscape architect in the State of New Jersey.
 - b. The landscape plan shall be subject to review and endorsement by the Town's consulting landscape architect and/or planning staff, and further provided that same may seek input from an arborist and/or shade tree commission. The planning board shall have the sole authority to approve the landscape plan as part of an overall site plan
 - c. Street trees shall be hardy, native or native adaptive species that are drought tolerant and able to thrive in an urban environment.
 - d. It is recommended that at least three different species of deciduous trees be installed.
 - e. Plantings such as shrubs, flowers, or trees shall be used to accent entrances, arcades, sidewalks, communal plazas, communal rooftops and communal terraces. Such

Section 2 – Land Development Regulations

accent plantings shall be hardy, native or native adaptive species that are drought tolerant and able to thrive in an urban environment.

- f. Landscaping for rooftop amenities and terraces. Such plantings shall be hardy, native or native adaptive species that are able to thrive in an urban environment. Rooftop planters shall contain appropriate drainage outlet systems and may include storage reservoir systems, irrigation and root barriers.
- g. Except as otherwise modified, the plant material used in the Redevelopment Plan area shall conform to ANSI Z60.1.
- h. All plantings shall be maintained by the Redeveloper and subsequent property owners. Publicly accessible areas and areas within view of the public right-of-way shall be maintained with automated watering systems to be furnished and maintained by the Redeveloper and subsequent property owners.
- i. Plant material installed in the public right-of-way shall be guaranteed by the Redeveloper for a period of two years.
- j. A planting schedule shall be provided by the Redeveloper and approved by the Planning Board

(5) Lighting

- a. General. All outdoor lighting, excepting street lighting, should be coordinated as to style, material and color. All exterior lighting shall be designed, located, installed and directed in such a manner to prevent objectionable light at and across property lines.
- b. Street lighting. Street lighting shall conform to the Town of Dover municipal street lighting standards or as approved by the Planning Board or Town Engineer.
- c. Pedestrian lighting. In general, pedestrian lighting should be building mounted at a mounting height no greater than fourteen (14) feet. The minimum footcandle illumination in the Clear Zone should be 0.5 at grade level. Maximum footcandle illumination should not exceed 4.0 at grade level.
- d. Side and rear yard lighting. Lighting should only be proposed for security purposes and not exceed 0.25 footcandle at the property line.
- e. Lamps shall emit a color temperature between 2800°K and 4000°K with a minimum color rendering index of seventy (70) or higher. At a minimum, sidewalk and streetscapes shall be designed to be compliant with the Americans with Disabilities Act (ADA) and all Local, State and Federal regulations related to barrier-free design. Compliance with ADA regulations shall be approved by the Town Engineer.
- f. The redeveloper may incorporate decorative lighting into the design of the building that is arranged in a manner to provide for a creative and artful effect.

(6) Fences and Walls

- a. Fences and walls shall not be permitted between the building and the right-of-way or along street lines.
- b. Fences and walls shall be permitted along the rear property line only at a maximum height of six (6) feet.
- c. Fences shall be commercial or industrial grade powder-coated metal picket and freestanding walls shall be masonry consistent with the architectural elements of the principal building.

Section 2 – Land Development Regulations

(7) Signs

- a. Residential Signage. Residential signage shall be limited to one architectural wall sign for each street frontage affixed to the principal elevation having a maximum sign area of 100 square feet. Such sign may be affixed flat to the façade or be a perpendicular projecting sign extending no more than three (3) feet from such façade, provided Municipal Council approval for the overhang into the right-of-way is obtained.
- b. Commercial Signage. Each commercial tenant of any mixed-use development shall be permitted one architectural wall sign affixed to the storefront having a maximum sign area of no greater than forty (40) square feet. If the commercial use occupies the corner with storefront on two streets, two signs shall be permitted, one facing each street, provided the message is the same on both signs.
 1. Signs shall be of similar style, composition, coloration and font. Sign design shall be complimentary to the architectural design of the building.
 2. All lighting of signs shall be external but with the light source hidden from ground level view unless the only internally illuminated portion of the sign are the letters, glyphs or numbers, and not the sign background. Freestanding and roof signs shall be prohibited.
- c. Additional signage, such as decorative banners, canopies, and awnings are encouraged to create a sense of place, subject to the approval of the Planning Board.

(8) Additional Design Standards

- a. Traffic Signals. Traffic signals (a minimum of one) abutting the Redevelopment area must be fitted with signal preemption for emergency vehicles. At the request of the Redeveloper, the Town shall, at the Redevelopers expense, provide for the installation of necessary equipment to accomplish such signal preemption for emergency vehicles at the signalized intersections, if any. The equipment specifications are on file with the Superintendent of the Police & Fire Signal Communications Unit.
- b. Environmental Remediation. The designated Redeveloper of the Redevelopment area shall be responsible for any and all environmental regulatory compliance in accordance with New Jersey Department of Environmental Protection (NJDEP) requirements for property acquired by the Redeveloper.
- c. Trash and Recycling. Trash, recycling and waste removal shall be performed by a private hauler contracted by the redeveloper or building owner. All trash, recycling and refuse storage shall be fully enclosed and screened within the building or, if outside, within a minimum 6' enclosure of masonry construction on all four sides of said enclosure. The masonry enclosure and access gate shall match or complement the principal building.
- d. Open Space and Recreational Facilities. A minimum of twenty-five percent (25%) of the tract area shall consist of open space and recreation facilities, or leisure time space. This may include yard area, common roof terraces and common balconies.
- e. Public Art. Display of public art and/or design of murals are strongly encouraged and are subject to approval of the Planning Board and Municipal Council.
- f. Utilities and Mechanical Equipment.

Section 2 – Land Development Regulations

1. Stormwater management. A storm water management plan and stormwater calculations shall be prepared for review and approval by the Town Engineer. Such plan shall comply with the Town's stormwater management ordinance and NJDEP rules and regulations. However, regardless of the development classification, the applicant shall design the site's Stormwater Management System to fully comply with the standards for water quantity reductions as required for a Major Development. In addition, because this area of the municipality is in a flood hazard area, additional floodproofing and flood control measures may be required by the Town Engineer.
2. Water and sanitary sewer utility extensions as approved by the Town Engineer, PVSC, and NJDEP shall be provided.
3. The designated Redeveloper shall operate and maintain any newly installed sanitary, storm water and water utilities in the Redevelopment Area including connections to the municipal systems.
4. All mechanical equipment serving the buildings shall be placed on the roof of the building. This equipment shall be screened in a manner consistent with the architecture of the building and shall utilize the same material used in construction of the building such that screening appears to be integral part of the building.
5. All mechanical equipment, generators. HVAC equipment, and similar equipment shall be acoustically buffered such that any noise generated shall be within the applicable standards as defined by the State of New Jersey.
6. No mechanical equipment shall be placed on the ground floor outside of the building on any area that abuts a public right of way.
7. All units and common areas shall have central air conditioning.
- g. Sustainable Design
 1. All buildings shall demonstrate the project would meet the requirements to achieve a LEED (Leadership in Energy Efficient Design) Silver rating or greater. Actual LEED Certification is not required.
 2. A minimum of 35% of the building's rooftop surfaces shall be devoted to one or more of the following sustainable elements and/or open space, in any combination:
 - a. Green roofs, which shall mean a vegetated roof or living roof, comprised of an engineered roofing system that supports a planting medium which enables the growth of specialized drought-tolerant plants such as grasses, sedums, and wildflowers that require little irrigation beyond rainfall. Green roofs shall be irrigated by water obtained directly from rainwater or from a rainwater collection system integrated into the building. Green roof areas shall be deed restricted.
 - b. Cool roof, which shall mean a roof that utilizes a material that has a solar reflectivity of 40% or greater.
 - c. Solar panels or other rooftop non-polluting renewable energy systems.
 - d. Rooftop open space (amenity space) which may include, by way of example, rooftop terraces, sun decks, sitting areas, and container plantings. Rooftop open space must be used in combination with one or more other

Section 2 – Land Development Regulations

sustainable elements noted above; it cannot be used to satisfy the 35% requirement alone. Container plantings shall not be considered green roofs, which are intended to serve a distinct ecological function of thermal reduction (heat island effect), energy conservation, water management, carbon absorption, and habitat.

- e. Provisions for non-polluting and renewable energy systems such as solar, wind, geothermal, low-impact hydro, biomass, and biogas strategies are encouraged throughout the entire redevelopment.

Section 3 – Relationship With Planning Policies

Introduction

Pursuant to the requirements of Section 7 of the LRHL, “[a]ll provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan.” Further, the redevelopment plan should identify “[a]ny significant relationship of the redevelopment plan to (a) the master plans of the contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the State Planning Act, N.J.S.A. 52:18A-196 et seq.” (The “SDRP”). This redevelopment is substantially consistent with the plans of the municipality, other contiguous municipalities, the county and the SDRP as follows:

(1) Town of Dover Master Plan:

The Town of Dover adopted a new Master Plan in January 2007, however, there were two (2) prior Master Plan reexaminations of the original Master Plan, which were conducted on November 22, 1993 and October 27, 1999. The Town’s Master Plan incorporates the general purposes of the Municipal Land Use Law (“MLUL”) as set forth in §40-55D-2 and enumerates a number of specific goals and objectives which form the basis for the plan’s land use recommendations. Those objectives that are pertinent to the Redevelopment Area are as follows:

1. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;
2. To secure safety from fire, flood, panic and other natural and man-made disasters;
3. To provide adequate light, air, and open space;
4. To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities;
5. To promote the establishment of appropriate population densities and concentrations that will contribute to well-being of persons, neighborhoods, communities and regions and preservation of the environment.
6. To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens;
7. To promote the desirable visual environment through creative development techniques and good civic design and arrangement;
8. To encourage planned unit developments which incorporate the best features of design and relate the type, design and layout of residential, commercial, industrial and recreational development to the particular use; and
9. To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land.

The Redevelopment Law requires that the Redevelopment Plan define the relationship of the Plan to the local Master Plan goals and objectives such as appropriate land use, population densities, improvements to traffic, public utilities, recreational and community facilities, and other improvements. This Redevelopment Plan is consistent with these goals and objectives of the Town’s Master Plan. The 2007 Master Plan specifically states a goal in the housing section that discusses the importance of maintaining and encouraging “diversity in the type and character of available housing” types, densities, and affordability.

Section 3 – Relationship With Planning Policies

(2) Contiguous Municipalities' Master Plans

1. Town of Rockaway Master Plan Reexamination. This Redevelopment Plan is consistent with the following land use goals of the Town of Rockaway Master Plan Reexamination adopted November 18, 2019:
 - Goal 1: To maintain and enhance the existing areas of stability in the community and to encourage a property distribution of land uses by designated areas which have their own uniform development characteristics;
 - Goal 3: To concentrate development in the southerly portion of the Town;
 - Goal 6: To encourage the design of open space features in cluster developments to abut the open space elements of adjacent properties;
 - Goal 7: To provide a variety of housing types, densities, and a balanced housing supply, in appropriate locations, to serve the Town;
 - Goal 10: To encourage new development, and redevelopment, to take into account the aesthetic character of the community, in an effort to enhance the visual and aesthetic appearance of the municipality;
 - Goal 15: To support the overall philosophy of the Highlands Water Protection and Planning Act; and
 - Goal 16: To support the overall philosophy of the New Jersey State Development and Redevelopment Plan (“SDRP”) as a means of providing growth management on a state-wide basis while retaining the principals of home-rule.
2. Town of Randolph Master Plan. The 2006 Town of Randolph Master Plan establishes a series of goals that are consistent with this Redevelopment Plan as follows:
 - Goal 2.1-3: Permit development in a manner so as to protect environmentally sensitive areas and features;
 - Goal 2.2-1: Provide sufficient flexibility in development regulations to permit variety of housing types serving a broad range of income levels and age groups;
 - Goal 2.2-3: The density of housing development should be related to the carrying capacity of the land, roads and utility infrastructure;
 - Goal 2.2-4: Cluster development should be encouraged to minimize environmental disturbance and preserve open space;
 - Goal 3.0-2: Encourage creative planning and development to produce visual harmony and identity, preserve special physiographic features and protect natural resources; and
 - Goal 3.0-5: Refine and illustrate building, signage, landscape and streetscape design standards to ensure the development of a desirable physical environment in Town activity centers.

(3) Morris County Master Plan

The Plan is consistent with the goals and objectives of the Morris County Master Plan Land Use Element prepared in December 2020 as follows:

- Goal 1: The creation of balanced and diverse economic and housing opportunities; Encourage the creation of balanced and diverse economic and housing opportunities suitable to meet the economic, employment and housing needs of Morris County, consistent with the local determination of appropriate land use and community character, coordinated with infrastructure capability and the protection of environmental resources.

Section 3 – Relationship With Planning Policies

- Goal 2: The efficient use of land and resources; Encourage the focus of housing and economic growth in areas with existing or planned infrastructure (sewer, water, transportation) and in existing or planned population and employment centers consistent with environmental protection limitations and environmental protection goals. Encourage less intense growth, and focus major land conservation and preservation activities in areas that do not contain existing or planned infrastructure.
- Goal 4: Development that proceeds only after careful analysis of environmental conditions; and Support desired development that proceeds only after careful analysis of environmental conditions and within the limitations imposed by such analysis, with emphasis on the mitigation of associated environmental impacts and potential hazards to life and property.
- Goal 6: The achievement of community planning goals and objectives and increased cooperation between municipalities in their respective land use decisions. Support local efforts to achieve planning goals and objectives and encourage cooperation between municipalities in their respective land use decisions. Recognize and support local land use planning initiatives and activities where consistent with County goals and objectives and sound planning principles. Encourage inter-municipal cooperation and coordination for projects generating multi-jurisdictional impacts.
- Objective 1: Promote the continued revitalization and redevelopment of the County's established downtown centers and commercial corridors;
- Objective 2: Encourage compact development patterns, cluster development, and infill development, consistent with local goals, to reduce sprawl, mitigate environmental impacts, and to make improved utility and transportation infrastructure feasible and economical;
- Objective 4: Promote the revitalization of suburban town centers as multi-modal, mixed-use centers of diverse commercial and housing opportunities;
- Objective 6: Support the creation of diverse housing types that meet the needs of all age groups, income levels and lifestyles;
- Objective 7: Encourage higher density and mixed-use developments in downtown areas, near public transit, consistent with infrastructure availability and community goals;
- Objective 8: Promote careful environmental analysis and the avoidance of environmental resources in all development proposals. Advance development in a manner than avoids these resources and mitigates potential environmental impacts;
- Objective 13: Encourage municipalities to invest in robust comprehensive planning, review of zoning and land development ordinances to ensure timely consideration of changing land use conditions, emerging land use/market trends, evolving techniques and development standards; and
- Objective 14: Encourage municipal governments to coordinate the planning and redevelopment of commercial corridors, particularly as concerns inter-municipal traffic impacts and to consider the compatibility of adjacent land uses along municipal boundaries in their land use planning. Facilitate inter-municipal communication, coordination and partnerships concerning significant land use issues and associated inter-municipal impacts, including, but not limited to traffic, stormwater, and incompatible land uses; Atlantic County Master Plan was adopted in 2018 and promotes cohesive development within the county and the municipalities therein. This redevelopment plan is substantially consistent with the county master plan overall planning goals to support the county's status as a tourist destination with a wide array of points of interest, and to promote development in targeted growth areas.

(4) New Jersey Highlands Regional Master Plan

The 2008 New Jersey Highlands Regional Master Plan ("RMP") guides the implementation of the Highlands Water Protection and Planning Act of 2004. The Town of Dover is situated within the Highlands Planning Area of the Highlands Region. The Highlands Planning Area is the portion of the Highlands

Section 3 – Relationship With Planning Policies

Region that is not included in the Highlands Preservation Area. While the Act does not establish any new standards for the Highlands Planning Area, the RMP provides a course for enhanced standards such as the transfer of development rights (“TDR”) and smart growth in this portion of the Highlands Region. Dover has not submitted a petition for Plan Conformance; however, this Redevelopment Plan is consistent with the following future land use goals and objectives of the RMP.

- Goal 6E: The incorporation of regional development patterns and related environmentally sensitive areas within existing community zones;
- Goal 6F: Support of compact development, mixed use development and redevelopment and maximization of water, wastewater and transit infrastructure investments for future use of land and development within the existing community;
- Goal 6H: Guide development away from environmentally sensitive and agricultural lands and promote development and redevelopment in or adjacent to existing developed lands;
- Goal 6J: Accommodation of regional growth and development needs through the reuse and redevelopment of previously developed areas, including brownfields, grayfields and underutilized sites;
- Goal 6K: Concentrate residential, commercial and industrial development, redevelopment, and economic growth in existing developed areas in locations with limited environmental constraints, access to existing utility, and transportation infrastructure;
- Goal 6N: Use of smart growth principals, including low impact development, to guide development and redevelopment in the Highlands Region;
- Goal 6O: Market-rate and affordable housing sufficient to meet the needs of the Highlands Region within the context of economic, social, and environmental considerations and constraints;

(5) State Development and Redevelopment Plan (SDRP)

The SDRP adopted March 1, 2001, designates the Town of Dover as a P1 Metropolitan Planning Area. Under this designation, Dover and other similarly designated areas are charged with the goal of providing for much of the State’s future development and redevelopment. Furthermore, Dover was designated a Regional Center in 1994 by the New Jersey State Planning Commission. Although the SDRP is meant to be used as a guide, the consideration of these designations is taken into account specifically in terms of development when State agency approval is necessary. The Plan adheres to many of the 2025 SDRP goals as follows:

- Goal 1: Reverse the concentration of adverse environmental and public health impacts in overburdened communities and redress inequities resulting from past planning actions;
- Goal 2: Effectively address the adverse impacts of global climate change;
- Goal 3: Protect, maintain, and restore the State’s natural and water resources and ecosystems;
- Goal 4: Protect the environment; Prevent and clean up pollution;
- Goal 5: Revitalize and recenter the State’s underutilized developed areas;
- Goal 7: Provide an adequate supply of housing for residents of all ages and incomes, in location-efficient places with ready access to the full range of supportive goods and services.
- Goal 8: Provide affordable and effective public facilities and services; and
- Goal 10: Ensure sound and integration planning and implementation at all levels statewide.

Section 4 – Plan Administration

The Town may require the following administrative provisions in connection with the implementation of the redevelopment plan:

1. The Town may designate one or more redevelopers for the implementation of this Plan and enter into a redevelopment agreement or other agreements as necessary to effectuate this Plan.
2. This Redevelopment Plan shall supersede any or all prior redevelopment plans pertaining to this site and the Dover Land Use and Development Ordinance Chapter 236, unless otherwise noted herein.
3. This redevelopment plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$1,000.00 plus all costs of copying and transcripts shall be payable to the Town of Dover for any request to amend this plan. If there is a designated redeveloper, said redeveloper shall pay these costs prior to any such amendment. If there is no redeveloper, the appropriate agency shall be responsible for any and all such costs, and may seek reimbursement from any redeveloper of the Redevelopment Area.
4. All development within the Redevelopment Area shall be consistent with the provisions of this Plan including but not limited to permitted uses and bulk requirements.
5. This Redevelopment Plan shall be implemented consistent with the requirements of the LRHL for the effectuation of redevelopment plans.
6. A site plan, subdivision plat, architectural plan and other information typically required as part of the Town's development application checklist shall be submitted by the Redeveloper for Planning Board review and approval prior to commencement of new construction, rehabilitation of existing structures or a change in use in order to determine compliance with this Plan. The Planning Board and/or its professionals may grant submission waivers from any documents or information required in the plan. This plan specifically allows Site Plan, subdivision, variance, exception, or any other approvals, which shall be administered by the Planning Board in accordance with the Municipal Land Use Law N.J.S.A. 40:55D-1 et seq. No permits shall be issued without prior review and approval of the Planning Board. As part of the site plan approval, the Planning Board may require the redeveloper to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53. The performance guarantees shall be in favor of the Town, and the Town Engineer shall determine the amount of the performance guarantees in accordance with the foregoing.
7. The designation of the applicant as the redeveloper of the West Blackwell/Dewey Subdistrict and the execution of a redevelopment agreement with the Town shall be a prerequisite to a completeness determination and hearing by the Planning Board of any site plan application within the Redevelopment Area.
8. The Planning Board may grant relief from the requirements of this Plan pursuant to N.J.S.A. 40:55D-70c or N.J.S.A. 40:55D-51, as applicable, where the standards set forth therein are met. In no event shall relief be granted to provide a use that is not permitted by this Plan.
9. The designated Redeveloper shall cover the cost of professional services incurred by the Town for administration, review of projects, preparation of this Plan and implementation of redevelopment projects including but not limited to legal, engineering, planning, and environmental, real estate, traffic/parking and urban design services. Said services shall be paid through escrow accounts established in accordance with or as otherwise provided in a redevelopment agreement with the Town.
10. **This plan cannot be used as a basis for eminent domain, except for those lots that have been designated as a CONDEMNATION area in need of redevelopment.** For those lots designated as a NONCONDEMNATION area in need of redevelopment, the Town shall have all powers under the LHRL *except for* eminent domain. For those lots designated as a CONDEMNATION area in need of redevelopment, the Town shall have all powers under the LHRL *including* eminent domain.
11. **Relocation of Persons and Businesses.** Since this Plan does not contemplate the acquisition of property that will temporarily or permanently displace either residents or businesses, a Workable Relocation Assistance Program pursuant to N.J.A.C. 5:11-1, et seq. is not required.

Section 4 – Plan Administration

12. **Effect of Approval.** The effects of any Planning Board approval shall be consistent with the rights granted by Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) except to the extent they may be modified by the Redeveloper's Agreement. The Redevelopment plan shall remain in full force and effect for a period of twenty (20) years from the effective date of adoption of this Redevelopment plan by the Municipal Council; however, the period of time granting rights for the redevelopment of the area to a redeveloper(s) shall be as established in an executed Redevelopment Agreement

Section 5- Appendices

Appendix A:

Resolution Authorizing Redevelopment Plan

Section 5- Appendices

Section 5- Appendices

Section 5- Appendices

Appendix B:

Map of Harry Loory Redevelopment Area

Section 5- Appendices



Figure 1 ~ Aerial satellite imagery of subject site and surroundings(njpropertyrecords.com)