

**HOUSING ELEMENT
AND
FAIR SHARE PLAN
OF
WEST ORANGE TOWNSHIP,
ESSEX COUNTY,
NEW JERSEY**

Draft: November 10, 2020

HOUSING ELEMENT

**West Orange Township
Essex County**

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**WEST ORANGE TOWNSHIP, ESSEX COUNTY
HOUSING ELEMENT**

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WEST ORANGE TOWNSHIP
ESSEX COUNTY

HOUSING ELEMENT

PREFACE

West Orange Township is situated in the central portion of Essex County and contains approximately 12.15 square miles or 7,776 acres of land. West Orange is crossed east-west by Interstate Route 280 which provides travelers with easy access to the Garden State Parkway and the New Jersey Turnpike.

Thomas Alva Edison became a resident of West Orange in 1886. In the early 1900s, Edison Industries concentrated on developments in phonograph, film, storage batteries and visual devices. West Orange was the location of the first motion picture, the Great Train Robbery, in 1903. Seventeen hundred films were produced in the area prior to 1930.

Edison Industries continued to be a drawing force until 1929 when the great depression caused the market for phonographs and records to fall sharply. Edison retired as head of Thomas A. Edison Incorporated in 1930 and was succeeded by his son, Charles.

In the period following World War II, West Orange continued to develop. Its population grew rapidly during the post-war "baby boom," reaching a peak in 1970. Then, as the regional economy weakened and the "baby boom" generation matured, the population declined.

Today, West Orange is primarily a residential community with a large commuting population. Investment, bank, insurance and service firms have replaced most of the manufacturing firms.

The township borders on nine municipalities. These include Montclair, Verona, Essex Fells, Roseland, Livingston, Millburn, Maplewood, South Orange and Orange.

West Orange received second round substantive certification from the Council on Affordable Housing (COAH) on October 11, 1995 that was extended to December 20, 2005 by COAH on February 9, 2005. In addition, West Orange received third round substantive certification from COAH on December 9, 2009. Unfortunately, the rules upon which substantive certification was based were declared invalid by the Court.

A municipality's Housing Element must be designed to achieve the goal of providing affordable housing to meet the total 1987-2025 affordable housing need comprised of Prospective Need, Prior Round Obligation and Present Need (Rehabilitation Share). The regulations of COAH and the Fair Housing Act delineate a municipality's strategy for addressing its present and prospective housing needs, and, as such, each municipality's Housing Element must contain 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;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the 10 years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including, but not limited to, household size, income level and age;
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;
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 of developers who have expressed a commitment to provide low and moderate income housing;
7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;
8. The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
9. Copies of necessary applications for sewer service and water quality management plans submitted pursuant to Sections 201 and 208 of the Federal Clean Water Act, 33 U.S.C. §1251, et seq.;
10. A copy of the most recently adopted municipal master plan, and where required, the immediately preceding, adopted master plan;
11. For each designated site, a copy of the New Jersey Freshwater Wetlands map where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;

12. A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites; and
13. Any other documentation pertaining to the review of the municipal housing element as may be required.

I. INVENTORY OF HOUSING STOCK

A. Age

Approximately 71 percent of the township's housing stock was built prior to 1970. There has been minimal residential construction or only 29 percent from 1970 to 2010. West Orange has a total housing stock of 17,168 units. The median year that a structure was built in West Orange was 1956.

TABLE 1

Age of Housing Units

<u>Dates of Construction</u>	<u>Structures</u>	<u>Percent of Total</u>
1939 or earlier	4,511	26
1940 – 1949	1,869	11
1950 – 1959	3,708	22
1960 – 1969	2,152	13
1970 – 1979	1,134	7
1980 – 1989	1,241	7
1990 – 1999	1,831	11
2000 - 2004	431	3
2005 - 2010	291	2
TOTAL UNITS	17,168	100

Median Year: 1956

Source: 2006-2010 American Community Survey 5-Year Estimates

Units built before 1960 and contain 1.01 or more persons per room are highly correlated with substandard housing indicators. This is an index utilized by COAH in determining the Rehabilitation Share. In West Orange, 10,088 units or 59 percent of the housing stock was built before 1960. This is generally an important indicator in calculating West Orange's Rehabilitation Share and explains why West Orange's Rehabilitation Share is 305 units.

B. Condition

Rehabilitation Share is the total deficient housing signaled by selected housing unit characteristics unique to each community. It is assumed that units so indicated will be prime candidates for rehabilitation. Characteristics indicating a need for rehabilitation are:

- (1) **Persons per Room.** 1.01 or more persons per room in housing units built before 1960. These are old units that are overcrowded.
- (2) **Plumbing Facilities.** Inadequate plumbing sufficient for rehabilitation is indicated by incomplete plumbing facilities, i.e., lack of hot and cold piped water, flush toilet or bathtub/shower.
- (3) **Kitchen Facilities.** Inadequate kitchen facilities signaling rehabilitation are indicated by the non-presence of kitchen facilities within the unit, or the non-presence of one of three components: a sink with piped water, a stove or a refrigerator.

These characteristics of deficient housing are nationally recognized indicators of housing inadequacy. Each one, properly identified and not double-counted or multiplied is enough to signal the call for unit rehabilitation. This is true not solely because the characteristic specified is itself debilitating but rather signals a unit that is either old or missing a basic component of normal housing services. These characteristics exist at the municipal level, are reported by the American Community Survey such that they can be isolated and not over counted, and individually indicate the need for structure rehabilitation.

The age of West Orange's housing stock has been presented in Table 1. Tables 2 through 4 address the other surrogates of deficient housing.

TABLE 2

Persons Per Room

Persons Per Room	Occupied	Owner Occupied	Renter Occupied
1.01 to 1.50	229	91	138
1.51 to 2.00	24	0	24
2.01 or more	87	0	87
TOTAL	340	91	249

Source: 2006-2010 American Community Survey 5-Year Estimates

TABLE 3

Plumbing Facilities

	<u>Total Units</u>
Complete plumbing facilities	17,131
Lacking complete plumbing facilities	37

Source: 2006-2010 American Community Survey 5-Year Estimates

TABLE 4**Kitchen Facilities**

Complete kitchen facilities	16,761
Lacking complete kitchen facilities	407

Source: 2006-2010 American Community Survey 5-Year Estimates

Based on the above, it is determined that West Orange has 305 housing units that are substandard and occupied by low- and- moderate income households.

C. Purchase and Rental Value

Approximately 97 percent of the owner-occupied housing units in West Orange had values over \$200,000. The median value was \$417,800.

TABLE 5**Owner-Occupied Housing
Unit Values**

	<u>Units</u>	<u>Percent</u>
Less than \$15,000	46	0
\$15,000 - \$19,999	0	0
\$20,000 - \$24,999	0	0
\$25,000 - \$29,999	8	0
\$30,000 - \$34,999	0	0
\$35,000 - \$39,999	0	0
\$40,000 - \$49,999	10	0
\$50,000 - \$59,999	0	0
\$60,000 - \$69,999	18	0
\$70,000 - \$99,999	0	0
\$100,000 - \$124,999	29	0
\$125,000 - \$149,999	18	0
\$150,000 - \$174,999	97	1
\$175,000 - \$199,999	106	1
\$200,000 - \$249,999	484	4
\$250,000 - \$299,999	816	7
\$300,000 - \$399,999	3,577	31
\$400,000 - \$499,999	3,358	29
\$500,000 - \$749,999	2,415	21
\$750,000 - \$999,999	447	4
\$1,000,000 or more	185	2
TOTAL	11,614	100

Median Value \$417,800

Source: 2006-2010 American Community Survey 5-Year Estimates

Of the 4,566 rental units with cash rent in West Orange, 80 percent were rented for \$750 or more per month. The median contract rent was \$1,081 per month.

TABLE 6

Contract Rent Values

<u>With cash rent:</u>	<u>Units</u>
\$0 - \$99	27
\$100 - \$149	10
\$150 - \$199	85
\$200 - \$249	67
\$250 - \$299	20
\$300 - \$349	44
\$350 - \$399	23
\$400 - \$449	145
\$450 - \$499	12
\$500 - \$549	10
\$550 - \$599	76
\$600 - \$649	112
\$650 - \$699	150
\$700 - \$749	139
\$750 - \$999	951
\$1,000 - \$1,249	1,265
\$1,250 - \$1,499	656
\$1,500 - \$1,999	563
\$2,000 - or more	211
Total	4,566
No cash rent	85
Median contract rent	\$1,081

Source: 2006-2010 American Community Survey 5-Year Estimates

D. Occupancy Characteristics and Types

Seventy percent of the housing in West Orange is owner occupied. Approximately 30 percent of the housing stock is rental.

TABLE 7

Tenure and Vacancy

	Housing Units
Total Occupied	16,790
Occupied:	
Owner Occupied	11,698
Renter Occupied	5,092
Vacant:	
For rent	302
For sale only	189
Rented or sold, not occupied	50
For seasonal, recreational, or occasional use	107
Other vacant	174

Note: Total housing units do not match between tables due to varied data sources

Source: 2010 Census of Population and Housing

E. Units Affordable to Low- and- Moderate Income Households

Units are affordable to low- and -moderate income households if the maximum sales price or rent is set within a specified formula as per the Uniform Housing Affordability Controls (UHAC) regulations, N.J.A.C. 5:80-26.1 et seq. A moderate income household is a household whose gross family income is more than 50 percent of median income, but less than 80 percent of median income for households of the same size within the housing region. A low income household is a household whose gross family income is equal to or less than 50 percent of median gross household income for a household of the same size within the housing region for West Orange. West Orange is in Region 2, which encompasses Essex, Morris, Union and Warren counties.

Using 2019 regional income limits, a four person Essex County median household income is estimated at \$100,767. A moderate income four person household would earn a maximum of \$80,614 (80 percent of regional median) and a four person low income household would earn a maximum of \$50,384 (50 percent of regional median).

Income levels for one, two, three and four person households as of 2019 are given below:

TABLE 8

2019 Low and Moderate Regional Incomes

Income	1 person	2 persons	3 persons	4 persons
Median	\$70,537	\$80,614	\$90,691	\$100,767
Moderate	\$56,430	\$64,491	\$72,553	\$80,614
Low	\$35,269	\$40,307	\$45,345	\$50,384

Source: 2019 Income Limits

Based on the qualifying formula in N.J.A.C. 5:80-26, the monthly cost of shelter which includes mortgage (principal and interest), taxes, insurance and homeowners or condominium association fees, may not exceed 28 percent of gross monthly household income based on a five percent down payment. In addition, moderate income sales units must be available for at least three different prices and low income sales units available for at least two different prices. The maximum sales prices must now be affordable to households earning no more than 70 percent of median income. The sales prices must average 55 percent of median income.

Under UHAC regulations, rents including utilities, may not exceed 30 percent of gross monthly income. The average rent must now be affordable to households earning 52 percent of median income. The maximum rents must be affordable to households earning no more than 60 percent of median income. In averaging 52 percent, one rent may be established for a low income unit and one rent for a moderate income unit for each bedroom distribution. The utility allowance must be consistent with the utility allowance approved by HUD and utilized in New Jersey. In inclusionary rental developments, 13 percent of the rental units must be affordable to households earning no more than 30 percent of median income.

West Orange currently has the following low- and -moderate income housing:

<u>Name</u>	<u>Units</u>	<u>Type</u>
Jewish Federation	134	Age-restricted rentals
Degnan House	10	Age-restricted rentals
ARC Group Home	3	Bedroom
Marmon Terrace Group Home	6	Bedrooms
Woodland Valley Senior Home	57	Age-restricted rentals
Dogwood Drive Group Home	4	Bedrooms

Kingsley Group Home	8	Bedrooms
Habitat for Humanity	2	Family for sale
Washington Street	3	Family rentals
Main Street	3	Family rentals
158 Main Street	3	Family rentals
St. Cloud (Prism)	4	Bedrooms
Forest Avenue	4	Bedrooms
Valley Road	55	Family rentals
97 Edgewood Avenue Group Home	5	Bedrooms
Merrywood Drive Group Home	5	Bedrooms
Pleasant Valley Way Group Home	6	Bedrooms
4 Wedgewood Avenue Group Home	4	Bedrooms

West Orange has a rehabilitation obligation of 305 units of which 166 units have been rehabilitated from 2000 through 2019. From 2010 to present, 53 units were rehabilitated in West Orange.

II. PROJECTION OF HOUSING STOCK

A. Building Permits

According to the New Jersey Department of Community Affairs, Construction Reporter, New Residential Building Permits, there were 47 new building permits issued from 2010 to April 2020.

B. Future Construction of Low- and -Moderate Income Housing

West Orange will address the future construction of low- and- moderate income housing in the Fair Share Plan.

III. DEMOGRAPHIC CHARACTERISTICS

A. Population

The population in West Orange increased by 2.8 percent between 2000 and 2010. Table 9 illustrates the figures.

TABLE 9

Population

Year	Population
2000	44,943
2010	46,207

Note: Total population does not match between tables due to varied data sources

Sources: 2000 and 2010 Census of Population and Housing

TABLE 10

Population Characteristics

SELECTED POPULATION CHARACTERISTICS

Forty-seven percent of the West Orange residents are between the ages of 25 and 59 years.

	<u>Number</u>	<u>Percentage</u>
<u>TOTAL POPULATION</u>	46,207	
<u>SEX</u>		
Male	21,669	
Female	24,538	
<u>AGE</u>		
	<u>Male</u>	<u>Female</u>
Under 5 years	1,602	1,454
5 to 14 years	3,077	2,878
15 to 19 years	1,462	1,403
20 to 24 years	1,260	1,100
25 to 44 years	5,624	6,244
45 to 54 years	3,216	3,718
55 to 59 years	1,434	1,662
60 to 64 years	1,247	1,464
65 to 74 years	1,381	1,784
75 to 84 years	886	1,561
85 years and over	480	1,270

Note: Total population does not match between tables due to varied data sources

Source: 2010 Census of Population and Housing

B. Household Size and Type

A household profile of West Orange shows that there were 16,790 households with a total household population of 45,362 in 2010. The average number of persons per household was 2.70.

TABLE 11

Household Profile 2010

	<u>Total Number</u>
Households	16,790
Population of households	45,362
Persons per household	2.70

Source: 2010 Census of Population and Housing

TABLE 12

Household Type and Relationship

In family households:	39,397
householder:	11,749
Male	7,660
Female	4,089
Spouse	8,913
child:	15,060
Natural born/adopt	14,015
step	408
grandchild	637
other relatives	863
non-relatives	893
In non-family households:	5,965
householders living alone	4,286
householders not living alone	755
Non-relatives	924
In group quarters:	845
Institutionalized population	788
Non-institutionalized population	57

Source: 2010 Census of Population and Housing

TABLE 13

Type of Housing Units by Structure

Units in Structure	Total Units	PCT
1, detached	9,696	56
1, attached	1,502	9
2	1,791	10
3 or 4	1,395	8
5 to 9	626	4
10 to 19	330	2
20 to 49	288	2
50 or more	1,474	9
Mobile home or trailer	66	0
Other	0	0
TOTAL	17,168	100

Note: Total housing units do not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

C. Income Level

Approximately, 66 percent of the households in West Orange earn over \$60,000 according to the 2010 American Community Survey. The median household income was \$88,917

TABLE 14
Household Income

<u>Household Income</u>	<u>Number</u>	<u>Percent</u>
\$0 -9,999	532	3
\$10,000-\$14,999	373	2
\$15,000-\$19,999	693	4
\$20,000-\$24,999	639	4
\$25,000-\$29,999	635	4
\$30,000-\$34,999	359	2
\$35,000-\$39,999	434	3
\$40,000-\$44,999	386	2
\$45,000-\$49,999	368	2
\$50,000-\$59,999	1,179	7
\$60,000-\$99,999	3,337	21
\$100,000-\$149,999	3,287	20
\$150,000-\$199,999	1,767	11
\$200,000 or more	2,276	14
TOTAL	16,265	100

Median Household Income \$88,917

Note: Total households do not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

D. Age

The age of the West Orange population has been discussed under Section III, Demographic Characteristics, A. Population.

E. Marital Status

In 2010, there were more women than men over the age of 15 years in West Orange. There were 241 more males that never married. There were 2,201 more widows than widowers and more divorced females than males.

TABLE 15

Sex by Marital Status - Persons 15 Years and over

Marital Status	Total	Male	Female
Total	36,038	16,338	19,951
Never Married	9,011	5,074	5,088
Now Married	21,570	9,446	9,982
Widowed	3,145	743	2,949
Divorced	2,312	1,075	1,932

Note: Total population does not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

IV. EXISTING AND PROBABLE FUTURE EMPLOYMENT CHARACTERISTICS

Of the 22,913 West Orange residents employed in the civilian labor force, 67 percent are in educational, health and social service occupations or agriculture, construction, manufacturing, wholesale trade, retail trade, transportation fields or finance, insurance and real estate industries.

TABLE 16

Occupation

Employed Persons 16 Years and Over

	Male	Female	Total
Finance, insurance, real estate	1,237	1,342	2,579
Agriculture, construction, manufacturing, wholesale trade, retail trade, transportation	4,727	1,902	6,629
Information	387	363	750
Arts, entertainment, recreation, accommodation and food services	743	853	1,596
Professional, scientific and technical services	1,885	1,338	3,223
Educational, health and social services	1,834	4,301	6,135
Public administration	476	457	933
Other services	389	679	1,068
Total	11,678	11,235	22,913

Note: Total population does not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

According to the New Jersey State Data Center, West Orange had a covered employment number of 15,858 in 2014.

TABLE 17
Status of Covered Employment within West Orange- 2014

	Annual Avg. Units	Average
LOCAL GOVT EDUCATION	1	1,274
Agriculture	.	.
Construction	90	349
Manufacturing	18	138
Wholesale Trade	43	165
Retail Trade	96	1,338
Transp/Warehousing	25	137
Information	14	301
Finance/Insurance	58	351
Real Estate	70	233
Professional/Technical	170	1,152
Management	.	.
Admin/Waste Remediation	.	.
Education	.	.
Health/Social	265	5,621
Arts/Entertainment	26	566
Accommodations/Food	84	1,445
Other Services	175	662
Unclassified	22	27
PRIVATE SECTOR TOTALS	1247	14,047

FEDERAL GOVT TOTALS	4	59
STATE GOVT TOTALS	4	68
LOCAL GOVT TOTALS	4	1,684

West Orange has been active in redeveloping portions of its downtown and other areas of the community. The type of employment activity most likely to result is in retail and the service industry while office and manufacturing employment will likely continue to decline. For example, three existing office buildings on Executive Drive are being fully or partially replaced by residential and public uses, while the adjacent Essex Green Shopping Center has been approved for modernization and expansion. It is anticipated that healthcare employment will grow as well due to recently approved projects, proximity to Saint Barnabas Medical Center and expansion of existing healthcare facilities.

V. TOTAL OBLIGATION FROM PRIOR ROUNDS

A. Rehabilitation Share

West Orange has a 305- unit rehabilitation obligation.

B. Total Obligation from Prior Rounds

West Orange has a total obligation from Prior Rounds of 226 units.

VI. PROSPECTIVE NEED OBLIGATION

West Orange has a 954- unit Third Round Obligation from 1999 through 2025. The 954 was reduced to a realistic development potential (RDP) of 421 units due to a vacant land adjustment.

FAIR SHARE PLAN

**WEST ORANGE TOWNSHIP
ESSEX COUNTY**

11/10/2020

I. PREFACE

A municipality's affordable housing obligation is cumulative and includes affordable housing need for the period 1987 to 2025. The affordable housing obligation consists of three components:

- Rehabilitation Obligation
- Prior Round Obligation (1987-1999)
- Gap (1999-2015) + Prospective Need (2015-2025) or Round 3 Obligation

A municipality's Rehabilitation Obligation is a measure of old, crowded, deficient housing that is occupied by low- and moderate-income households. Rehabilitation Obligation numbers from each prior round are replaced with the latest round number because the numbers are updated with each decennial census. A municipality may receive credit for rehabilitation of low- and moderate-income deficient housing units completed after April 1, 2010 provided the units were rehabilitated up to the applicable code standard, the average capital cost spent on rehabilitating the units was at least \$10,000 and the units have the appropriate controls on affordability to ensure that the units remain affordable during the required period of time. Rehabilitation credits cannot exceed the Rehabilitation Obligation, and can only be credited against the Rehabilitation Obligation. Such credits cannot be counted as new construction affordable housing credits.

The Prior Round Obligation is the municipal new construction obligation from 1987 to 1999. Prior Round obligations were calculated by COAH, and the last numbers calculated by COAH for the Prior Round have been accepted in settlement agreements between FSHC and municipalities across the state. Credits, reductions and adjustments may still be applied against the Prior Round Obligation (1987-1999) for affordable housing activity undertaken from 1980 to 1999.

The Round 3 Obligation covers the period from 1999 to 2025.

All of the Affordable Housing Obligations in this Housing Element and Fair Share Plan were negotiated and agreed upon in the Court- approved FSHC Settlement Agreement.

II. WEST ORANGE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS

Per the agreed upon affordable housing obligations in the FSHC Settlement Agreement, West Orange's Affordable Housing Obligations are as follows:

Township Of West Orange Affordable Housing Obligations	
Rehabilitation Obligation	305
Prior Round Obligation	226
Gap + Prospective Need or Round 3 Obligation	954

III. SATISFACTION OF WEST ORANGE'S REHABILITATION OBLIGATION

The Township has a Rehabilitation Obligation of 305 units. West Orange has contracted with Community Action Services (CAS) to administer a rehabilitation program for both owners and renters. The program is funded through the Township's Affordable Housing Trust Fund. The contract with CAS and completed rehabilitation from 2010 to the present are in Exhibit A. To date, 53 deficient housing units have been rehabilitated since 2010.

West Orange also participates in the Essex County Home Improvement Program. To date, 17 homes have been rehabilitated since 2010.

IV. ADDRESSING WEST ORANGE'S PRIOR ROUND OBLIGATION

As per the terms of the FSHC Settlement Agreement, West Orange Township's Prior Round Obligation is 226 units.

A. Rental Obligation and Rental Bonuses

The rental component is calculated as follows:

$.25$ (prior round obligation)

$.25$ (226)

$.25$ (226) = 57

Therefore, West Orange Township has a rental obligation of 57 units.

The maximum number of units for which a municipality may receive rental bonuses is also calculated in the formula above. One bonus is granted for family rental units and a 0.33 bonus is granted for age-restricted units.

B. Maximum Age-restricted Units.

A municipality may receive credit for age-restricted units according to the following formula:

$.25$ (prior round obligation)

$.25$ (226)

$.25$ (226) = 56

Based on this formula, West Orange Township is eligible to age-restrict up to 56 units.

C. Site Suitability Analysis.

Pursuant to N.J.A.C. 5:93-1.3, sites that are designated to produce affordable housing shall be available, approvable, developable and suitable according to the following criteria:

- “Available site” means a site with clear title, free of encumbrances which preclude development for low and moderate income housing. N.J.A.C. 5:93-1.3.
- “Approvable site” means a site that may be developed for low and moderate income housing in a manner consistent with the rules or regulations of agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.
- “Developable site” means 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 plan), or is included in an amendment to the area wide water quality management plan submitted to and under review by the DEP.
- “Suitable site” means 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.

In addition to the above qualifications, it is also sound planning for sites to be consistent with the State Development and Redevelopment Plan. Sites that are located in Planning Area 1: Metropolitan or Planning Area 2: Suburban of the State Development and Redevelopment Plan, or are located in an existing sewer service area, are the preferred location for municipalities to address their fair share obligations. All of the sites in this Housing Element and Fair Share Plan are located in State Planning Area 1.

D. Implementation

West Orange Township’s second round Housing Element and Fair Share Plan received substantive certification on October 11, 1995 for a 226-unit obligation.

The Chart below illustrates the compliance methods:

Name of Development	# of Units	Bonus	Total	Status
Degnan House (age-restricted)	10	0	10	Completed
Federation Plaza (age-restricted)	92	0	92	Completed
Wedgewood Avenue (supportive housing)	2 bedrooms	2	4	Completed
30-32 Kingsley (supportive housing)	8 bedrooms	0	8	Completed
4 Marmon Terrace (supportive housing)	6 bedrooms	6	12	Completed
Merrywood Drive (supportive housing)	5 bedrooms	5	10	Completed

PRISM Redevelopment (family rental)	44	44	88	Phase 1 is completed; Phase 2 is approved w/ redeveloper's agreement in place
Habitat for Humanity (family for-sale)	2	0	2	Completed
Total	169	57	226	-

1. Degnan House (Block 113.01, Lot 27.01) is a very low income senior citizen rental complex that was funded by the Section 202 Program. There are a total of 62 apartments in the building. However, only 10 were occupied after April 1, 1980 and thus eligible for credit. Exhibit B.
2. Federation Plaza (Block 165, Lot 16) is also an age-restricted complex that was funded by the Section 202 Program. There are a total of 134 senior units that opened in December 1980. Ninety-two will address the Prior Round and the balance, 42, will address the Third Round Obligation. Exhibit C.
3. 4 Wedgewood Avenue is a four bedroom group home that is owned and operated by the ARC of Essex County. Two of the bedrooms will be credited towards the Prior Round. The home opened in 1984. Exhibit D.
4. 30-32 Kingsley is an eight bedrooms group home that is owned and operated by the Easter Seal Society of New Jersey. The home opened in 1992. Exhibit E.
5. 1 Marmon Terrace is a six bedroom group home that is owned and operated by the ARC of Essex County. The home opened in 1992. Exhibit F.
6. 2 Merrywood Drive is a five bedroom group home that is owned and operated by the Developmental Disabilities Association. The group home opened in 1998. Exhibit G.

7. Prism Green Associates IV, LLC (Block 64, Lot 22) (PRISM) is a redevelopment site that will contain a total of 296 units in Phase 2 including 44 affordable family rentals. The Redevelopment Agreement provides for a 50-year deed restriction on the 44 units. In addition to the 44 affordable family rentals, PRISM funded the four bedroom group home at St. Cloud for a total of 48 affordable units. The development will occur in phases. Phase 1 is completed and Phase 2 is approved with an Amended and Restated Redevelopment Agreement, dated June 1, 2018. The site is available in that it has clear title and is owned by Prism Green Associates, IV, LLC. The site is approvable in that there is an executed Redevelopment Agreement in place and Phase 1 has already been completed. The site is developable in that it has access to public water and sewer. The site is suitable in that it is in a mixed-use area with both residential and commercial uses. Access is from Charles Street and the site is located on a public bus route. Exhibit H.

7. Habitat for Humanity Newark Inc. has two for-sale family units located at 112 Whittlesey Avenue, Unit 1 and Unit 2. The first home was occupied in 2007 and the second in 2013. A copy of the deed restrictions is in Exhibit I.
8. West Orange is claiming 57 rental bonuses.

IV. ADDRESSING WEST ORANGE'S ROUND 3 OBLIGATION

It should be noted that West Orange received Third Round substantive certification from COAH on December 9, 2009. That certification was subsequently invalidated.

As per the terms of the FSHC Settlement Agreement, the Township's Round 3 (1999-2025) Obligation is 421 units as the result of a vacant land adjustment (VLA). The initial obligation was 954 units. However, with the VLA, the realistic development potential (RDP) became 421 units. West Orange has a 533 unit unmet need. Exhibit J.

Round 3 caps are as follows:

1. Age Restricted Cap = 105
2. Rental Obligation = 106
3. Rental Bonus Cap = 106

West Orange intends to address this obligation with the following:

Name of Development	# of Units	Bonus	Total	Status
Federation Plaza (age-restricted)	42	0	42	Completed
Wedgewood Avenue (supportive housing)	2	0	2	Completed
Dogwood Drive (supportive housing)	4	0	4	Completed
Pleasant Valley Way (supportive housing)	6	0	6	Completed
Washington Street (family rental)	3	0	3	Completed
152 Main Street (family rental)	3	0	3	Completed
158 Main Street (family rental)	3	0	3	Completed
St. Cloud- Prism (supportive housing)	4	0	4	Completed
Forest Avenue (supportive housing)	4	0	4	Completed
Valley Road Residential (family rental)	55	55	110	Completed
West Essex Highlands (family rental)	100	51	151	Developer's Agreement finalized
Selecto Flash (family rental)	17	0	17	Redevelopment Plan; pending developer's agreement
Executive Drive Block 155, Lot 40.03 (family rental) Rooney Circle: vacant	23	0	23	Redevelopment Plan; pending developer's

				agreement
Executive Drive Block 155, Lot 40.02 and 42.02 (family rental) 100 and 200 Executive Drive	64	0	64	Planning Board approval; pending developer's agreement
Library Site/West Orange Senior Housing	17 (of 64)	0	17	Planning Board Resolution; awarded tax credits
	347	106	453	--

1. Federation Plaza- As discussed in the Prior Round, 42 of the 134 senior rentals will be credited towards the Third Round.
2. Wedgewood Avenue- As discussed in the Prior Round, two of the four bedrooms will be credited towards the Third Round.
3. Dogwood Drive is a four bedroom group home that is owned and operated by Project Live. The home opened in 1998. Exhibit K.
4. Pleasant Valley Way is a six bedroom group home that is owned and operated by Cerebral Palsey of North Jersey. The home opened in 1997. Exhibit L.
5. 39 Washington Street is a three unit affordable rental project that is owned and operated by RPM. The triplex opened in 2007. Exhibit M.
6. 152 Main Street is a three unit affordable rental complex that is owned and operated by RPM. The triplex opened in 2007 Exhibit N.
7. 158 Main Street is also a three unit affordable rental complex that is owned and operated by RPM. The triplex opened in 2007. Exhibit O.
8. St. Cloud is a four bedroom group home that was funded by PRISM as part of its affordable housing obligation. The home is owned and operated by Our House. The home opened in 2009. Exhibit P.
9. Forest Avenue is a four bedroom group home that is also owned and operated by Our Home. The Township contributed \$250,000 from its Affordable Housing Trust Account. The home opened in 2013. Exhibit Q.
10. Valley Road Residential (Block 9, Lot 1.01) is a 100 unit mixed- income development that contains 55 affordable family rental units and 45 market rate units. The project was the recipient of the Nine Percent Federal Low Income Tax Credit Program. Valley Road Residential Urban Renewal LLC is the owner and sponsor. All units are completed and occupied. West Orange contributed \$3 million from its Affordable Housing Trust Fund to make the development financially feaseible. The development opened in 2020. Exhibit R.

11. West Essex Highlands (Block 179, Lot 32) (WEH) will contain 496 family rentals including 100 affordable family rentals. There is an executed Settlement Agreement that contains a Concept Plan, Zoning Amendment, Design Terms and Conditions and West Essex Highlands Condominium Association (association) Terms and Conditions. Numerous mediation sessions occurred with both WEH, the Township and the association. The agreement is the result of those sessions.
The site is available in that it is owned by West Essex Highlands, Inc. The site is approvable in that there is an executed Settlement Agreement in place that contains the proposed rezoning. The site is developable in that it has access to public water from the New Jersey American Water Company and sewer from West Orange. The site is suitable in that it is surrounded by residential uses and has Warner Road as the primary access. Exhibit S.
12. Selecto Flash (Block 9, Lot 35 and Block 7, Lot 22) is the focus of a redevelopment plan known as the Central Avenue Redevelopment Area Plan and an Interim Redevelopment Agreement. The site is comprised of six lots. One of these is adjacent to the Harvard Press Redevelopment Area and the other five are in the vicinity. All but one of these lots is located between Central Avenue and Mitchell Street to the west of the Harvard Press site. The sixth lot is located on the south side of Mitchell Street and the east side of Tompkins Street. In 2016, these tax parcels were determined to be in need of redevelopment. A redevelopment plan was adopted by the Township Council in January 2017. The plan is consistent with other planning efforts in the vicinity in West Orange and Orange, and takes advantage of proximity to the Highland Avenue railroad station. The Township has rezoned this property to permit up to 111 residential units including a 15 percent set-aside for 17 affordable family rental units that may be provided off site on a municipally-owned lot on Tompkins Street. The site is available in that it is owned by West Orange Township. The site is approvable in that the zoning is in place. The site is developable in that it has access to public water from the New Jersey American Water Company and sewer from West Oranger. The site is suitable in that it is surrounded by adjacent multi-family residences, commercial uses and single family homes. Access is from Central Avenue and Mitchell Street. Exhibit T.
13. & 14. Essex Green Executive Drive Redevelopment Area (Block 155, Lots 40.02, 40.03, 40.04, 41.02, 42.02). There are three specific areas consisting of five parcels. However, only two parcels are included for redevelopment. The area was deemed to be an Area in Need of Redevelopment in January 2018. Redevelopment plans were adopted for two areas in 2018 and 2019. However, on September 11, 2020, that designation was recently overturned by the Appellate Division ("Appellate Division Decision") and a new redevelopment study is being prepared and will be considered before the Planning Board on November 18 and 19, 2020.

Before the Appellate Division Decision, one site, Block 155, Lots 40.02 and 42.01 known as 100 and 200 Executive Drive had been approved by the Planning Board for a total of 425 units of which 64 will be affordable family rentals. The site also received planning board approval on June 25, 2020 for a multi-family residential development.

Depending on the Planning Board consideration of the new redevelopment study and the Township Council's decision regarding the Planning Board recommendation, a new redevelopment plan will need to be considered.

Block 155, Lot 40.03, known as Rooney Circle is vacant land and is proposed to provide up to 123 residential units including 23 affordable family rentals on a 4.72 acre vacant tract. Although the Rooney Circle site is in the June 2019 redevelopment plan, there is no development application for this site. As a result, the Rooney Circle site will be zoned accordingly. The site is available in that it is owned by CLPF Essex Green, LLC c/o Clarion Partners. The site is approvable in that there is proposed new zoning for the site that will include up to 123 residential units including 23 affordable family rentals. The site is developable in that it has access to public water from the New Jersey American Water Company and sewer from West Orange. The site is suitable in that it is surrounded by mixed uses of office, hotel and residential. The site has access from Rooney Circle. The site is vacant and has no constraints other than steep slopes which do not impede development. Exhibit U.

15. 46 Mount Pleasant Avenue Redevelopment Area /West Orange Senior Housing/ Library Site (Block 68, Lot 1) This area consists of one tax lot on which the West Orange Public Library is located and a portion of the Township's public street that is used as a parking lot. A redevelopment plan for the area known as 46 Mount Pleasant Redevelopment Area was adopted in July 2019. However, the Designation of an Area in Need of Redevelopment was appealed and the trial court ruled in favor of the Township. Regardless, the case was appealed and an accelerated hearing is being requested before the Appellate Division. It is noted that the redevelopment area only includes a portion of the Township properties in this area. The site received an award of Nine Percent Federal Low Income Tax Credits and, once constructed, will yield 64 age-restricted, 100 percent affordable rental units. Five of the units will be age-restricted, permanent supportive housing for the homeless. The Township may only apply 17 of these 64 credits towards its Third Round RDP because of the age-restricted cap. The balance, 47 units, will be applied towards unmet need.

The site is owned by West Orange Township. The site is approvable in that there is an approved redevelopment plan in place in addition to sufficient funding to make the project financially feasible. The housing will consist of a four-story elevator building with 61 one-bedroom units, three-two bedroom units, and one superintendent apartment. Thirty-two units will be affordable to households at 60 percent of median income; 23 will be affordable to households at 50 percent of median income; four will be affordable at 30 percent of median income and five supportive units will be affordable at 20 percent of median income. Catholic Charities of the Archdiocese of Newark will be the social service provider with the Alpert Group LLC as the administrative agent. A proforma was prepared for the tax credit application. The development will include age-friendly features to promote aging in place such as on-site transportation, participation in The Services for Independent Living Program, a private room for an on-site health provider and an exercise room. The site is suitable in that it is situated in the Central Business District adjacent to Town Hall, the police facility and other senior apartments. Along Mt. Pleasant Avenue and Main Street there is a mix of

offices, retails and other commercial. The site has access from Mt. Pleasant Avenue. The site is developable in that there is a planning board resolution of August 7, 2019. Construction is to begin in 2022. Exhibit W.

V. Additional Compliance Mechanisms

As stated above, the RDP of 421 units subtracted from the Third Round Obligation of 954 units, results in an unmet need of 533 units. The unmet need is further reduced by 54 existing age-restricted units at Woodland Valley Senior Homes, the remaining 47 units of credit from the Library site and the 32 surplus units that West Orange has included in addressing the RDP. As a result, the Township's remaining unmet need is 397 units. As per the terms and conditions of the FSHC Settlement Agreement, the Township is utilizing the following mechanisms to address unmet need:

1. K-Mart/Whole Foods Shopping Center (Block 152.01, Lots 1445 and 1445.05) Located at the corner of Eagle Rock and Prospect Avenues, the lot is 32.32 acres and is currently zoned P-C Planned Commercial. West Orange Plaza is the current owner. West Orange will place a mixed-use overlay zone permitting commercial/retail on the first floor and up to three stories of residential above. The residential density will permit up to 16 du/acre and require a 20 percent set-aside. Exhibit X; Adopted 10/20/2020.
2. Mayfair Farms Site (Block 152.01, Lot 1445.01) Located at 481 Eagle Rock Avenue, the lot contains 11.07 acres and is currently zoned B-2 Business. West Orange will place a mixed-use overlay zone on the site permitting commercial/retail on the first floor and up to three stories of residential above. West Orange will place overlay zoning of up to 16 du/acre with a 20 percent set-aside on the site. Exhibit X; Adopted 10/20/2020.
3. Redwood (Block 151, Lot 33) Located at 200 Pleasant Valley Way, the lot contains 5.91 acres and is currently zoned R-2 Single Family Residential. Redwood LLC, C/o Pagano Real Estate is the current owner. West Orange has placed overlay zoning permitting up to 142 total units at 24 du/acre with a 20 percent set-aside on the site. The set-aside may either include 28 on-site affordable units and a payment in lieu of \$59,473.20 or 29 on-site affordable units. Exhibit Y; Adopted 10/20/2020.
4. Mandatory Set-Aside Ordinance- The Township has adopted an ordinance requiring a mandatory affordable housing set-aside for all new multifamily residential developments of five units or more. The set-aside for rental and for sale developments will be 20 percent. The provisions of the ordinance will not apply to residential expansions, additions, renovations, replacements, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more units. Exhibit DD; Adopted 10/20/2020.

In addition to the above, West Orange has identified the following areas where affordable housing may be produced in the future.

1. 10 Rooney Circle (Block 155, Lot 41.02) Located at 10 Rooney Circle, the lot contains 5.2 acres and is in the Essex Green Redevelopment Area. West Orange Office Executive Park is the current owner. The Township is currently in negotiations with the landowner concerning the future use of the site. By February 3, 2022, (18 months from the Court's approval of the Settlement Agreement with FSHC) the Township will inform the special master and FSHC as to the future use of the site. If the future use is residential, West Orange will place overlay zoning permitting up to 16 du/acre and a 20 percent set-aside.

Rock Spring Golf Course (Block 160, Lot 10) The Township has recently purchased this 138-acre golf course that it intends to initially continue its use as a golf course. The Township has contracted with a golf course consulting company to operate Rock Spring as a golf course for the next 22 months in order to establish its continuing viability as an 18-hole course which may be extended. In the event that the golf course is found not to be viable as an 18-hole golf course, but is viable as a nine-hole golf course, the Township will rezone a portion of the property to provide residential zoning permitting at least 150 dwelling units including a 20 percent affordable housing set-aside for at least 30 units. The Township will provide FSHC with notice of its intentions for the future use of this site by July 1, 2021 or sooner if a decision is made prior to that date. At this time the golf course will not generate any RDP but will be evaluated for RDP purposes at the time of notice of decision.

VI. Additional Requirements

1. **Thirteen Percent Requirement.** The Township will require 13 percent of all affordable units, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. West Orange will comply as follows:

Affordable Housing Units Created after 7/1/2008	# of Units
Valley Road Residential	55
West Essex Highlands	100
Executive Drive Redevelopment Area (B:155, L:40.02, 40.03)	108
PRISM Redevelopment	44
Selecto Flash	17
Forest Ave Group Home	4
St. Cloud Group Home	4
Total	332
Minimum VLI Required (13% of Total)	43
Minimum Family VLI Units (50% of Total VLI)	22
PRISM	6

Valley Road Residential	7
West Essex Highlands	13
Executive Drive Redevelopment Area	14
Selecto Flash	2
St. Cloud- supportive housing	4
Forest Avenue- supportive housing	4
Total VLI	50
Total Family VLI	42

The Township will also require 13 percent of any affordable units produced from any additional sites other than those discussed previously to be very low income units.

2. Low Income Requirements- For the Third Round low- moderate income split, West Orange has exceeded the low /moderate income split. The Fair Share Plan contains 347 affordable units of which 202 are low income units.

3. Rental Requirement/Family Requirement- West Orange has a rental obligation of 106 units. All of the affordable units are rental units and 268 units are for families.

4.Age-Restricted Cap- West Orange has not exceeded the 25 percent age- restricted cap requirement.

VII. Consideration of Sites Not in the Plan

As is required by the Fair Housing Act, the Township considered all sites offered by developers for the construction of affordable housing. All of the sites have been included in the plan.

VIII. Affirmative Marketing Plan

West Orange has amended its Affirmative Marketing Plan and added to the list of community and regional organizations the FSHC, New Jersey State Conference of the NAACP, Latino Action Network, East Orange NAACP, Newark NAACP, Morris County NAACP, Elizabeth NAACP and the Supportive Housing Association. Exhibit Z.

IX. Spending Plan

An amended Spending Plan is in Exhibit AA.

X. Administrative Agent

The Resolution naming the Administrative Agent is in Exhibit BB.

XI. Municipal Housing Liaison

The Resolution appointing the Municipl Housing Liaison is in Exhibit CC.

XII. Affordable Housing Ordinance and Mandatory Set-aside Ordinance

Au updated Affordable Housing Ordinance including a Mandatory Set-aside Ordinance is in Exhibit DD; Adopted 10/20/2020

XIII. Resolution of Intent To Bond for any Shortfall

A Resolution of Intent To Bond for any Shortfall is in Exhibit EE.

EXHIBIT A

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, located at Town Hall, 86 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and COMMUNITY ACTION SERVICES, located at P.O. Box 8025, East Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at the following rates:
 - a. \$3,300 per unit for the rehabilitation of single-family units; and
 - b. \$8,500 per unit for the rehabilitation of multi-unit buildings.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered as soon as housing rehabilitation construction is completed on each unit participating in the West Orange Township Housing Rehabilitation Program. All invoices submitted by CONSULTANT shall set forth with specificity the names(s) of the owner of the unit completed, the address of the unit completed, the amount of Township funds lent to the owner to complete the rehabilitation, the initial date of application by the applicant, the date eligibility for participation in the West Orange Township Housing Rehabilitation Program was approved, the date the Program Loan was closed, and the date construction was completed.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1
et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year
first above written.

ATTEST:

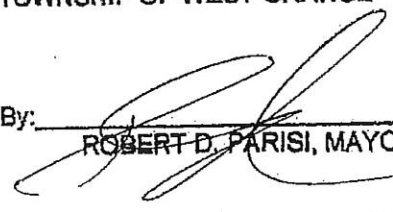

KAREN J. CARNEVALE, R.M.C

WITNESS:



TOWNSHIP OF WEST ORANGE

By:


ROBERT D. PARISI, MAYOR

COMMUNITY ACTION SERVICES

By:

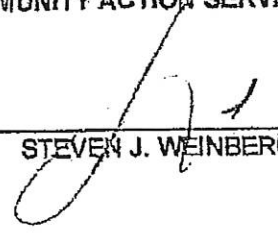

STEVEN J. WEINBERG

EXHIBIT B



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
NEWARK AREA OFFICE
GATEWAY 1 BUILDING, RAYMOND PLAZA, NEWARK, NEW JERSEY 07102

REGION II
26 Federal Plaza
New York, New York 10007

April 22, 1980

IN REPLY REFER TO:
2.4HDE:Polizzotti

Mr. James Dooley
Eagle Rock Senior Citizens Housing Association
10 Gaston Street
West Orange, New Jersey 07052

Dear Mr. Dooley:

Subject: Project No. 031-EH002; Eagle Rock Senior Citizens Housing
West Orange, New Jersey
Permission to Occupy: 68 Living Units

Enclosed is an original copy of FHA Form No. 2485, Permission to
Occupy, Request No. 2 for 68 living units located at 430 Main
Street, West Orange, New Jersey.

Sincerely,


James J. Loftus

Enclosure

PERMISSION TO OCCUPY — PROJECT MORTGAGES

(Original and four copies to be submitted to FHA)

Project Name Eagle Rock Senior Citizens Housing Association	Project No. 031-EH002
Project Location 430 Main Street, West Orange, New Jersey 07052	Request No. 2

REQUEST FOR PERMISSION TO OCCUPY

Federal Housing Administration

Permission is requested for the occupancy of 68 living units identified as Apt. # 121-137, 221-237
321-337, 421-437, Community Rm., Library - T V Rm., Arts & Crafts Rm., Health
and located in 430 Main St., West Orange, N.J. Station
(Describe structure, wing, entrance, etc.)

All work in connection therewith has been substantially completed and all of the above-described living units are suitable for occupancy, with the fixtures and equipment installed and in operating condition. Light, heat, water, gas, and sanitary services have been connected and are available for use. The premises have been inspected by the public authorities having jurisdiction and permission to occupy granted by them as evidenced by the certificates attached hereto. Safe and adequate approaches to the site and the aforesaid living units have been provided, including temporary or permanent guard rails, barricades, walks, lights, and other provisions necessary to the protection of tenants and the public. Proposed rental schedules or monthly charges in triplicate and mortgagee's proposal for management of the project and compensation to be paid therefor, if and as required by corporate charter have been or are herewith submitted.

Eagle Rock Senior Citizens Housing Assoc.

Joseph G. Dooley, Jr.

By

Date 12-10-79

ARCHITECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION

I have inspected the units listed above and have found construction to be sufficiently complete and in accordance with contract documents so that owner may occupy the above described living or service units for the uses intended. I have examined all required certificates of permission to occupy as issued by public authorities having jurisdiction and found same to be in proper order.

Date 11-15-79

Supervisory Architect

CONTRACTOR'S CERTIFICATION

This is to certify that all work or correction necessary to complete the above-described living units in accordance with the contract requirements and in a manner acceptable to the Federal Housing Administration will be performed without delay and at no additional cost regardless of any adverse conditions resulting from the occupancy of the aforesaid living units.

Robbins Construction Company

Contractor

Date 12-5-79

By

MORTGAGEE'S STATEMENT

Federal Housing Administration

All insurance risks have been covered in conformity with Federal Housing Administration Hazard Insurance requirements issued in connection with this project. The above request is acceptable to the undersigned.

Mortgagee

Date

By

To:

Name of Mortgagee

Street Address

City/State

FHA INSPECTION REPORT

Examination of the living units described above, including the available means of access thereto, reveals they are suitable for occupancy with the exception of those enumerated below, which are considered unsuitable for occupancy at this time for the reasons stated.

NO EXCEPTIONS

RENTAL SCHEDULE FOR INCOME PRODUCING SPACE-DWELLINGS NOT INCLUDING FURNITURE RENTS:

Type of Unit	Unit Composition (Insert Description)*	Column 1			Column 2			Column 3		
		No. of Units	Rental Rate	Total Monthly Income	No. of Units	Rental Rate	Total Monthly Income	No. of Units	Rental Rate	Total Monthly Income
Efficiency	LU-K-1B	8	\$ 371	\$ 2,968		\$	\$		\$	\$
0-Bedroom										
1-Bedroom	LR-K-1BR-1B	60	413	24,780						
2-Bedroom										
3-Bedroom										
4-Bedroom										
TOTALS →		68		\$ 27,748			\$			\$
*USE THE FOLLOWING SYMBOLS:				TOTALS FROM COL. 1			68		\$ 27,748	
LU - LIVING UNIT K - KITCHEN				TOTALS FROM COL. 2					\$	
LR - LIVING ROOM KETTE - KITCHENETTE				TOTAL UNITS AND GROSS MONTHLY DWELLING INCOME			68		\$ 27,748	
DR - DINING ROOM BR - BEDROOM				GROSS POTENTIAL ANNUAL DWELLING RENT INCOME					\$ 332,976	
DA - DINING ALCOVE B - BATH										
EXAMPLE: LR - DA - K - 2 BR - 1 B										

EQUIPMENT AND SERVICES INCLUDED IN RENT: (Check Appropriate Items)

EQUIPMENT -		SERVICES -	
☒ Ranges (Elec.)	☒ Disposal	GAS: ☐ Heat	☐ Hot Water
☒ Refrig. (Elec.)	☐ Dishwasher	☐ Cooking	☐ Air Conditioning
☒ Air Cond. (Equip. Only)	☒ Carpet	ELECT: ☐ Heat	☐ Hot Water
☒ Kitchen Exhaust Fan	☒ Drapes	☐ Cooking	☐ Air Conditioning
☒ Laundry Facilities	☐ Other (Specify)	☐ Lights, etc. in Unit	
OTHER INCOME PRODUCING SPACE:		OTHER FUEL: ☒ Heat ☒ Hot Water	
		☒ WATER ☐ OTHER	

Type	No. in Project	Number of Units & Unit Rent Per Month			
		Units	@	Units	@
Garages			\$		\$
Stores					
Offices					

NON-REVENUE PRODUCING DWELLING SPACES:

Composition of Unit (Insert Description)	No. of Each Type Unit	Per Annum Rental Value Assigned Unit Type	Use (Janitor, Office, Resident Manager, etc.)
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CERTIFICATE OF OCCUPANCY

ISSUED BY THE INSPECTOR OF BUILDINGS

of the

TOWN OF WEST ORANGE, NEW JERSEY

No. 7145

BUILDING PERMIT

No. 19287

To West Orange Senior Citizens Housing
430 Main St West Orange ^{Comp}

Under the authority vested in me by the Zoning Ordinance of West Orange you are hereby granted permission to occupy and use the premises located at (street number) 430 on Main St
19-21-23-25A-27
being lot number _____, block number 113A, for the following purposes:

Main building Senior Citizens Housing
151 Apartments

Accessory buildings None

subject to all the provisions, limitations and requirements of said Zoning Ordinance.

Kind of Fuel; Oil ☐ Gas ☐ Coal ☐ Other _____

Type of Heat; Steam ☐ Hot Air ☐ Hot Water ☐ Other _____

under the following conditions: On or before May 30 1980

all 2 bore named lots be consolidated
& all site encroachments be
removed or otherwise resolved

This Certificate shall continue in effect until revoked in writing because of change of ownership of the premises; or because of a violation of the said Zoning Ordinance or the provisions of this Certificate.

(Date) 3-31 1980

John A. Hughes
Inspector of Buildings

ACCEPTANCE OF CERTIFICATE

I hereby accept the above written Certificate of Occupancy subject to all of the conditions set forth therein.

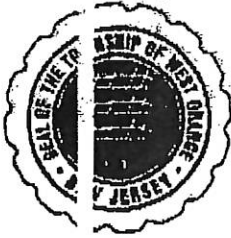
(Date) 3-31 1980

Edward Wallace
(owner)

(agent)

Business Address _____

EXHIBIT C



Township of West Orange

66 Main Street West Orange, NJ 07052

PLANNING AND DEVELOPMENT

ROBERT D. PARISI

Mayor

THOMAS TRACEY

Construction Official

Tel: 973-325-4112

Fax: 973-325-3959

July 28, 2010

Jewish Community Housing Corporation
50 Northfield Avenue
West Orange, New Jersey 07052

**RE: CURRENT CERTIFICATE OF OCCUPANCY
DAUGHTERS OF ISREAL GERIATRIC SERVICES
750 NORTHFIELD AVENUE**

To Whom it may Concern:

The attached Certificate of Occupancy dated December 8, 1980 is the current Certificate of Occupancy for the above referenced property.

If I can be of any further assistance please contact me.

Very truly yours,

Cathy Wysocki
Technical Assistant

CERTIFICATE OF OCCUPANCY

ISSUED BY THE INSPECTOR OF BUILDINGS

of the

TOWNSHIP OF WEST ORANGE, NEW JERSEY

19496
BUILDING PERMIT

No. 7326

To Jewish Community Foundation
750 Northfield AvenueUnder the authority vested in me by the Zoning Ordinance of West Orange you are hereby granted permission to occupy and use the premises located at (street number) 750 on Northfield Ave. bearing lot number 16, block number 165, for the following purposes:Main building 135 Senior Citizens Dwelling units

Accessory buildings _____

subject to all the provisions, limitations and requirements of said Zoning Ordinance.

Kind of Fuel; Oil ☐ Gas ☐ Coal ☐ Other _____Type of Heat; Steam ☐ Hot Air ☐ Hot Water ☐ Other _____under the following conditions: None

This Certificate shall continue in effect until revoked in writing because of change of ownership of the premises; or because of a violation of the said Zoning Ordinance or the provisions of this Certificate.

(Date) December 8 1980**ACCEPTANCE OF CERTIFICATE**Construction Official
Building Sub-Code Official
Zoning Officer

I hereby accept the above written Certificate of Occupancy subject to all of the conditions set forth therein.

(Date) December 8 1980

(owner)

(agent)

Business Address _____



TOWN OF WEST ORANGE

SAM EL A. SPINA
MAYOR

20 MAIN STREET, WEST ORANGE, N.J. 07052

DEPARTMENT OF PLANNING AND DEVELOPMENT

JOHN R. CUNNINGHAM
Construction Official
Zoning Officer
Building Code Official

TEL: 329-4112
4113

CERTIFICATE OF OCCUPANCY
No. 7326

TO: Jewish Community Foundation
FROM: John R. Cunningham
Re: Dughters of Israel Geriatrics Services
Building Permit 19496

Under the authority vested in me by the Zoning Ordinance of West Orange you are hereby granted permission to occupy and use the premises located at (street number) 750 on Northfield Ave lot number 16, block number 165, for the following purposes:

main building 135 Seniors Citizens Dwelling Units
accessory buildings _____

subject to all the provisions, limitations and requirements of said zoning Ordinance.

Kind of Fuel: Oil () Gas () Coal () Other 46

Type of Heat: Steam () Hot Air () Hot Water () Other _____

Under the following conditions: None

Date: 12-8-80

[Signature]
Construction Official

Date: 12-8-80

[Signature]
Owner or Agent

Due to printing back log approved forms are not available at this time. I will re-issue Certificate of Occupancy No. 7326 as soon as they are available.

D5073899

RECORD AND RETURN TO:
Lori I. Mayer, Esq.
Nagel Rice & Mazie, LLP
103 Eisenhower Parkway
Roseland, New Jersey 07068

Project Name Daughters of Israel ✓
Geriatric Services
Project No. 03I-EH003

USE AGREEMENT

R
0.00
0.00
0.00
0.00
0.00
60.00
GP Fee: 0.00

Consideration:
County:
State:
N.P.R.F.:
Realty Tax:
Fees:

THIS AGREEMENT entered into by and between Jewish Community Housing Corporation (herein called "Housing Owner") and the Secretary of Housing and Urban Development, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner (herein called the "Commissioner"), and her/his successors, Witnesseth:

WHEREAS, the Commissioner is authorized, pursuant to Section 201 of the Housing and Community Development Amendments of 1972, to provide financial assistance to owners of eligible projects to restore or maintain the financial soundness, to assist in improvement of the management, and to maintain the low-to moderate-income character of the projects; and

WHEREAS, Section 201(d), as amended by Section 211(c) of the Housing and Community Development Amendments of 1979, provides that no financial assistance may be made available to a Housing Owner unless said Housing Owner has agreed to maintain the low-to moderate income character of the project for a period at least equal to the remaining term of the project mortgage; and

WHEREAS, the Housing Owner and the Commissioner have entered into a Financial Assistance Contract pursuant to said Section 201, which said contract is incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises set forth herein and in the said Financial Assistance Contract, the parties hereto agree as follows:

1. The Housing Owner, for itself, its successors and assigns, covenants with the Commissioner, his/her successors in office that the Housing Owner will continue to operate the project in accordance with the provisions of Section *202/8 of the National Housing Act and the regulations thereunder until *November 1, 2020.

2. In the event that certain Regulatory Agreement dated 12/21/78 between the Housing Owner and the Commissioner is terminated by prepayment in full of the insured or HUD-held mortgage loan, the Housing Owner covenants and agrees that it will continue to operate the project in accordance with Section *202/8 of the National Housing Act, or any successor legislation, and the regulations thereunder until *. In such event, the Housing Owner also covenants and agrees as follows:

Instr# 5073899 Carole A. Graves
Recorded/Filed CC 1 Essex County Register
05/24/2005 14:27:0 Bk 6189 Pg 265 #Pg 4



4084

(a) Housing Owner will comply with the provisions of any Federal, State, or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, or national origin, including Title VIII of the Civil Rights Act of 1968 (Public Law 90-284, 82 Stat. 73), as amended, Executive Order 11063, and all requirements imposed by or pursuant to the regulations of the Department of Housing and Urban Development implementing these authorities (including 24 CFR Parts 100 and 110, and Subparts I and M of Part 200).

* Insert section under which the mortgage is or was insured

** Insert maturity date of mortgage note

- (b) Admission to the project shall be limited to tenants having a low or moderate income which does not exceed the limits established by the Commissioner and in effect at the time of admission.
- (c) The Housing Owner will obtain from each prospective tenant a certification of income prior to admission to the project, and a recertification of income from each tenant at least every two years following the date of admission.
- (d) If any recertification discloses that family income exceeds the limits established by the Commissioner and in effect at the time of recertification, the Housing Owner shall either terminate the lease, or require the tenant to pay an increased rental in an amount computed in accordance with a formula prescribed by the Commissioner.
- (e) The rent charged for each unit shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by the Commissioner, and shall include the reasonable use of all utilities shown on said schedule, but in no event shall the total gross monthly rents for all dwelling units exceed the gross monthly dwelling units exceed the gross monthly dwelling income for all units approved by the Commissioner on the rental schedule.
- (f) No increase will be made in the amount of the gross monthly dwelling income for all units as shown on the rental schedule unless such increase is approved by the Commissioner, who will at any time entertain a written request for an increase properly supported by substantiating evidence and within a reasonable time shall:

(i) Approve a rental schedule that is necessary to compensate for any net increase, occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance expenses over which the Housing Owner has no effective control, or

(ii) Deny the increase stating the reasons therefor.

- (g) In selecting tenants, the Housing Owner shall not discriminate against any person or persons by reason of the fact that there are children in the family.
- (h) The Housing Owner shall maintain the premises, accommodations and the grounds and equipment appurtenant thereto, in good repair and condition.
- (i) The books and accounts of the operations of the property and of the project shall be kept in accordance with the requirements of the Commissioner.
- (j) Within sixty days following the end of each fiscal year, the Commissioner may request the Housing Owner to provide a complete annual financial report based upon an examination of the books and records of the project prepared in accordance with the requirements of the Commissioner, certified to by an officer or responsible Owner and, when required by the Commissioner, prepared and certified by a Certified Public Accountant, or other person acceptable to the Commissioner.

3. The Housing Owner further covenant and agrees that if the Housing Owner conveys title to the project prior to the aforesaid maturity date, the Housing Owner will require its grantee to assume the obligations of the Housing Owner under this Agreement.

4. In the event of a breach or a threatened breach of any of the above covenants and agreements, the Commissioner, his/her successors and assigns and/or any tenant of the project as a third-party beneficiary, shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which are violative of such covenants and agreements.

5. The Housing Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this agreement may be recorded in the appropriate land records and that the Commissioner, his/her successors and assigns and/or any third-party beneficiary may file suite against the Housing Owner or any of its successors or assigns

for an order of the court commanding specific performance of any of these covenants and agreements, for an award of whatever damages can be proven and/or for such other relief as may be appropriate.

Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed on their behalf and their seals affixed the day and year written below.

Witness

ELAINE KAUFMAN

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 23, 1996

2000

Elaine Kaufman

2/26/97

Witness

Walter Kauf

Jewish Community
Housing Corporation

(Housing Owner)
Jay Rice, President

By

Secretary of Housing and Urban
Development acting by and through
the Assistant Secretary for Housing-
Federal Housing Commissioner

By

(Authorized Agent)
EMERANION LOUKATOS
Director, M/F Hsg. Div.

Jewish Federation Plaza
Aka Daughters of Israel
FHA Project No. 031-11076

USE AGREEMENT

This Use Agreement is entered into as of the 15th day of March, 2011, by and between DAUGHTERS OF ISRAEL GERIATRIC SERVICES, INC., a New Jersey nonprofit corporation (herein called "Owner") and the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ACTING BY AND THROUGH THE ASSISTANT SECRETARY FOR HOUSING-FEDERAL HOUSING COMMISSIONER (herein called "HUD"),

Witnesseth:

WHEREAS, Owner owns a multifamily housing project (herein called the "Project") situated on the property described in Exhibit A attached hereto, subject to a mortgage loan (herein called the "Section 202 Loan") made by HUD under Section 202 of the Housing Act of 1959, as amended; and

WHEREAS, HUD is directed, pursuant to Section 811 of the American Homeownership and Economic Opportunity Act (AHEO Act), to permit Owners to prepay Section 202 direct loans; and

WHEREAS, in consideration of the promise to permit the prepayment of the Section 202 Loan, and as required by Section 811(a)(1) of AHEO Act the Owner agrees to implement this Use Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. The Owner, for itself, its successors and assigns, covenants with HUD that the Owner will continue to operate the Project on terms at least as advantageous to existing and future tenants as the terms required by the original Section 202 loan agreement or any Section 8 rental assistance payments contract or any other rental housing assistance contract and all applicable Federal regulations for not less than the remaining term of the original Section 202 direct loan;
2. Where applicable:
 - a. Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, HUD shall provide the Owner and the Owner shall accept renewals of the Section 8 Housing Assistance Payments contract in accordance with the terms as presented by HUD for renewals of Section 8 contracts at that time.
 - b. The Owner, for itself, its successors and assigns, covenants with HUD that the Owner will continue to operate the Project in accordance with the requirements of the Rent Supplement Assistance Contract that is in effect between HUD and this Project and all applicable Federal regulations, the Rent Supplement Assistance Contract and applicable HUD requirements

for not less than the remaining term of the original Section 202 Direct Loan unless otherwise approved by HUD.

3. In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, HUD and/or any tenant as a third-party beneficiary shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which are violative of such covenants and agreements.
4. The Owner shall not (a) impede the reasonable efforts of tenants to organize as detailed in 24 CFR Part 245, or (b) unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.
5. The Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Use Agreement shall be recorded in the appropriate land records and that HUD and any successors and assigns and/or any third-party beneficiary may file suit against the Owner or any of its successors or assigns for an order of the court demanding specific performance of any of these covenants and agreements, enjoining any acts which are violative of such covenants and agreements, for an award of whatever damages can be proven and/or for such other relief as may be appropriate.
6. The Owner agrees to maintain the Project solely as rental housing for very-low income elderly or disabled persons (or low income elderly or disabled person as approved by HUD or moderate income elderly or disabled persons in the case of non-subsidized Section 202 projects) for the life of the Use Agreement.
7. The Project will continue to operate until the maturity date of the original Section 202 Loan in a manner that will provide rental housing for the elderly and persons with disabilities on terms at least as advantageous to existing and future tenants as the terms required by the original loan.
8. The Owner will accept all forms of Section 8 tenant-based assistance for all units that do not have project-based assistance for the life of the Use Agreement.
9. Ownership of the Project will be controlled by a nonprofit mortgagor entity or a limited partnership entity of which the general partner is an entity controlled by a legitimate nonprofit affordable housing provider.
10. Owner will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, handicap, familial status or national origin, including the Fair Housing Act of 1968, as amended.
11. In subsidized projects, admission to the project shall be limited to tenants having a very-low- or low- or moderate-income which does not exceed the limits

established by HUD and in effect at the time of admission.

12. The Owner will obtain from each prospective tenant, for occupancy in a Section 8 or Rent Supplement assisted unit, a certification of income prior to admission to the Project, and a recertification of income from each tenant each year following the date of admission. The Owner shall comply with all requirements of the Section 8 Housing Assistance Payments Contract or the Rent Supplement Assistance Contract.
13. If any recertification discloses that family income, for a family living in Section 8 or Rent Supplement unit, exceeds the limits established by HUD and in effect at the time of recertification, the Owner shall require the tenant to pay an increased rental in an amount computed in accordance with a formula prescribed by HUD, and if the tenant refuses to pay the increased rent the Owner shall require the tenant to pay the unsubsidized rent for the unit.
14. The rent charged for each unit shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by HUD, and shall include the reasonable use of all utilities shown on said schedule, but in no event shall the total gross monthly rents for all dwelling units exceed the gross monthly dwelling income for all units approved by HUD on the rental schedule.
15. No increase will be made in the amount of the gross monthly dwelling income for all units as shown on the rental schedule unless such increase is approved by HUD, who will at any time entertain a written request for an increase properly supported by substantiating evidence and within a reasonable time shall:
 - (a) Approve a rental schedule that is necessary to compensate for any net increase, occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance expenses over which the Owner has no effective control, or
 - (b) Deny the increase stating the reasons thereof.
16. The Owner shall maintain the premises, accommodations and the grounds and equipment appurtenant thereto, in good repair and condition.
17. The books and accounts of the operations of the property and of the Project shall be kept in accordance with the requirements of HUD.
18. Within ninety (90) days following the end of each fiscal year, the Owner shall provide a complete annual financial report based upon an examination of the books and records of the Project prepared in accordance with the requirements of HUD and certified by a Certified Public Accountant, or other person acceptable to the Commissioner.
19. The Owner further covenants and agrees that if the Owner conveys title to the Project prior to the aforesaid maturity date, the Owner will require the HUD-approved purchaser to assume the obligations of the Owner under this Agreement.

20. The Owner shall provide to HUD (or to such third party as HUD may, in its sole discretion, determine to have the monitoring function under this Agreement), promptly following receipt of a written request from HUD (or from such third party), copies of all Tenant certifications of income, re-certifications, calculations of permitted income ranges regarding the Housing Project, and such other documents as may be reasonably required to evaluate the Owner's compliance with the terms of this Agreement. In addition, the Owner shall permit representatives of HUD (or any third party given the monitoring responsibility) following notice from HUD (or from the third party), to examine the originals of all such documents, at the Project's office during regular business hours.
21. The Owner must certify annually by April 1st of each year, to the local HUD field office, or such other location as determined by HUD, that it is operating the Project in compliance with this Agreement and, more specifically, that all of the individual units, as well as the physical structure of the Project as a whole, for example grounds and equipment, comply with all applicable codes and requirement of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.
22. Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

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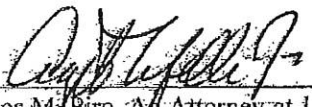
In witness whereof, the parties hereto have hereunto caused these presents to be executed on their behalf and their seals affixed the day and year written below.

**DAUGHTERS OF ISRAEL GERIATRIC
SERVICES, INC.,** a New Jersey nonprofit
corporation

By: 
Eric J. Barr, President

STATE OF NEW JERSEY }
 } ss.
COUNTY OF ESSEX }

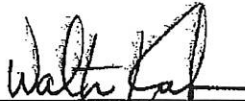
On this 15 day of March, 2011, before me appeared Eric J. Barr, to me personally known, who, being duly sworn, did say that he is the President of Daughters of Israel Geriatric Services, Inc., a New Jersey nonprofit corporation, that he signed the within instrument on behalf of said corporation and that he did acknowledge said instrument to be his free act and deed and the free act and deed of said corporation.


~~James M. Piro, An Attorney-at-Law of New Jersey~~

My Commission Expires:

ANGELO CIFEILLI, JR.
An Attorney at Law of New Jersey

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT, acting by and through the
Federal Housing Commissioner

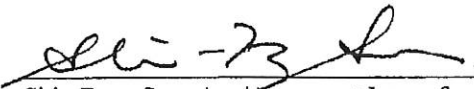
By: 
Walter E. Kreher, Director,
Newark Multifamily Program Center

STATE OF NEW JERSEY

)
) ss:
)

COUNTY OF ESSEX

On this 15th day of March, 2011, before me appeared Walter E. Kreher, to me personally known, who, being duly sworn, did say that he is the duly appointed Director of the Newark Multifamily Program Center and Authorized Agent of the Secretary of Housing and Urban Development and the person who executed the foregoing instrument by virtue of the authority vested by 24 C.F.R. 100.118, and he did acknowledge the execution of said instrument to be his own free act and deed and the free act and deed of the Secretary of Housing and Urban Development.


Shie-Fong Sun, An Attorney at Law of
The State of New Jersey

THIS INSTRUMENT WAS PREPARED BY: William D. G. Baldwin, Esq.
Vorys, Sater, Seymour and Pease LLP
Suite 2000, Atrium Two
221 E. Fourth Street
Post Office Box 0236
Cincinnati, Ohio 45201-0236

Stewart Title Guaranty Company

SCHEDULE A Continued

File No. DC003187-N

Policy No. M-9402-421605

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of West Orange, County of Essex, State of New Jersey, and being more particularly described as follows:

TRACT ONE

BEGINNING at a point on a course South 37 degrees 02 minute 20 seconds West 276.89 feet southerly from the new southerly line of Northfield Avenue where said line being 505.31 feet westerly from the westerly line of Aspen Road; thence

1. South 53 degrees 49 minutes East 150.00 feet; thence
2. South 37 degrees 02 minutes 20 seconds West 760.90 feet; thence
3. North 21 degrees 51 minutes 15 seconds West 280.40 feet; thence
4. North 37 degrees 02 minutes 20 seconds East 316.30 feet; thence
5. South 52 degrees 57 minutes 20 seconds East 60.00 feet; thence
6. North 37 degrees 02 minutes 20 seconds East 297.00 feet; thence
7. South 53 degrees 49 minutes East 30.00 feet to the point and place of BEGINNING.

TOGETHER with a perpetual right of way and easement for ingress and egress for pedestrians and vehicles by grantee, its tenants, employees, visitors, licensees, successors and assigns to and from Tract 1 above described over and across the premises hereinafter described as Tract 2 in common with grantor and its tenants, employees, visitors, licensees, successors and assigns with maintenance, repair and all other costs and expenses relating to said easement to be at the expense of said grantor and grantee, their successors and assigns equally, share and share alike. Such maintenance and repair shall be effectuated by mutual agreement of the parties, but either party, upon reasonable notice to the other, shall have the right to initiate same and cause same to be completed and to obtain contribution for same from the other party. In the event of any disagreement over the right to initiate such maintenance or repair, or the cost of same, the parties shall submit the dispute to arbitration. So long as the Secretary of Housing and Urban Development is either the mortgagee of the owner of the premises described in Tract 1 of this Deed, this easement shall not be enlarged or modified without prior written approval of said Secretary.

TRACT TWO

BEGINNING at a point in the southerly line of Northfield Avenue therein distant 905.60 feet westerly from the intersection of same and the westerly line of Aspen Road, which point is on the centerline of the hereinafter described easement area; thence

1. South 37 degrees 05 minutes 15 seconds West 302.16 feet; thence
2. South 37 degrees 05 minutes 15 seconds West 378.47 feet; thence

Stewart Title Guaranty Company

SCHEDULE A Continued

File No. DC003187-N

Policy No. M-9402-421605

3. South 21 degrees 59 minutes 45 seconds East 361.98 feet; thence, in a reverse direction the following two courses:
4. North 21 degrees 59 minutes 45 seconds West 361.98 feet
5. North 37 degrees 05 minutes 15 seconds East 378.47 feet; thence
6. South 52 degrees 54 minutes 45 seconds East 193.25 feet; thence
7. North 36 degrees 51 minutes 51 seconds East 291.48 feet to the southerly line of Northfield Avenue, said point being 192.49 feet easterly along the southerly line of Northfield Avenue from the point and place of BEGINNING.

The aforementioned line is the centerline of said easement, said easement area extending 12 feet on each side of said line, except that on the fifth course the easement area extends an additional 16 feet northwesterly along the first 137 feet of said fifth course.

TOGETHER with a perpetual right of way and easement for pedestrians and vehicles in, upon and across the premises hereinafter described as Tract 3 for the installation, maintenance and repair of all utilities required for Tract 1 by grantee, its successors and assigns, including the above ground and sub-surface in common with grantor, its successors and assigns and for ingress and egress for emergency purposes only to and from Tract 1 above described. Installation and maintenance of all such utilities will be at the sole expense of grantee and grantee, after completing any such work in connection with such utilities, will restore said premises to the condition in which they were found before such work is undertaken. Maintenance, repair and all other costs and expenses relating to said easement, will be at the expense of said grantor and grantee, their successors and assigns equally, share and share alike. Such maintenance and repair shall be effectuated by mutual agreement of the parties; but either party, upon reasonable notice to the other, shall have the right to initiate same and cause same to be completed and to obtain contribution for same from the other party. In the event of any disagreement over the right to initiate such maintenance or repair, or the cost of same, the parties shall submit the dispute to arbitration. So long as the Secretary of Housing and Urban Development is either the mortgagee or the owner of the premises described in Tract 1 of this Deed, this easement shall not be enlarged or modified without prior written approval of said Secretary.

TRACT THREE

BEGINNING at a point in the southerly line of Northfield Avenue therein distant 505.31 feet westerly from the intersection of same and the westerly line of Aspen Road; thence

1. South 37 degrees 02 minutes 20 seconds West 276.89 feet; thence
2. North 53 degrees 49 minutes West 30.00 feet; thence
3. South 37 degrees 02 minutes 20 seconds West 48.00 feet; thence
4. North 52 degrees 57 minutes 40 seconds West 10.00 feet; thence
5. North 37 degrees 02 minutes 20 seconds East 38.00 feet; thence
6. North 05 degrees 59 minutes 35 seconds East 39.05 feet; thence
7. North 37 degrees 02 minutes 20 seconds East 123.81 feet; thence
8. North 34 degrees 20 minutes 45 seconds East 96.55 feet; thence

Stewart Title Guaranty Company

SCHEDULE A Continued

File No. DC003187-N

Policy No. M-9402-421605

9. North 37 degrees 05 minutes 45 seconds East 37.28 feet to the southerly line of Northfield Avenue; thence
10. South 49 degrees 43 minutes 15 seconds East 64.72 feet to the point and place of BEGINNING.

TRACT FOUR

BEGINNING at a point on a course of South 37 degrees 02 minutes 20 second West, 411.00 feet southerly from the new southerly line of Northfield Avenue, as widened, which point of measurement on Northfield Avenue is 255.00 feet westerly measured along said line of Northfield Avenue from the westerly line of Aspen Road; thence

1. South 37 degrees 02 minutes 20 seconds West 279.00 feet; thence
2. North 52 degrees 57 minutes 40 seconds West 99.94 feet; thence
3. North 37 degrees 02 minutes 20 seconds East 279.00 feet; thence
4. South 52 degrees 57 minutes 40 seconds East 99.94 feet to the point and place of BEGINNING.

BEING further described in accordance with a survey prepared by Millman Surveying, Inc. dated February 21, 2011 as follows:

FEE PARCEL (TRACT ONE & TRACT FOUR)

BEGINNING at a point on a course of South 37 degrees 02 minutes 20 seconds West 276.89 feet southerly from the new southerly line of Northfield Avenue where the said line being 505.31 feet westerly from the westerly line of Aspen Road; thence

1. South 53 degrees 49 minutes 00 seconds East 150.00 feet; thence
2. South 37 degrees 02 minutes 20 seconds West 150.50 feet; thence
3. South 52 degrees 57 minutes 40 seconds East 99.94 feet; thence
4. South 37 degrees 02 minutes 20 seconds West 279.00 feet; thence
5. North 52 degrees 57 minutes 40 seconds West 99.94 feet; thence
6. South 37 degrees 02 minutes 20 seconds West 331.40 feet; thence
7. North 21 degrees 50 minutes 04 seconds West 280.34 feet; thence
8. North 37 degrees 02 minutes 20 seconds East 316.30 feet; thence
9. South 52 degrees 57 minutes 20 seconds East 60.00 feet; thence
10. North 37 degrees 02 minutes 20 seconds East 297.00 feet; thence
11. South 53 degrees 49 minutes East 30.00 feet to the point and place of BEGINNING.

EASEMENT PARCELS (TRACT 2 & TRACT 3)

TRACT TWO – As described in Deed Book 4624, Page 505.

Stewart Title Guaranty Company

SCHEDULE A Continued

File No. DC003187-N

Policy No. M-9402-421605

BEGINNING at a point in the southerly line of Northfield Avenue therein distant 905.60 feet westerly from the intersection of same and the westerly line of Aspen Road, which point is on the centerline of the hereinafter described easement area; thence

1. South 37 degrees 05 minutes 15 seconds West 302.16 feet; thence
2. South 37 degrees 05 minutes 15 seconds West 378.47 feet; thence
3. South 21 degrees 59 minutes 45 seconds East 361.96 feet; thence, in a reverse direction the following two courses:
4. North 21 degrees 59 minutes 45 seconds West 361.96 feet
5. North 37 degrees 05 minutes 15 seconds East 378.47 feet; thence
6. South 52 degrees 54 minutes 45 seconds East 193.25 feet; thence
7. North 36 degrees 51 minutes 51 seconds East 291.48 feet to the southerly line of Northfield Avenue, said point being 192.49 feet easterly along the southerly line of Northfield Avenue from the point and place of **BEGINNING**.

The aforementioned line is the centerline of said easement, said easement area extending 12 feet on each side of said line, except that on the fifth course the easement area extends an additional 16 feet northwesterly along the first 137 feet of said fifth course.

TOGETHER with a perpetual right of way and easement for pedestrians and vehicles in, upon and across the premises hereinafter described as Tract 3 for the installation, maintenance and repair of all utilities required for Tract 1 by grantee, its successors and assigns, including the above ground and sub-surface in common with grantor, its successors and assigns and for ingress and egress for emergency purposes only to and from Tract 1 above described. Installation and maintenance of all such utilities will be at sole expense of grantee and grantee, after completing any such work in connection with such utilities, will restore said premises to the condition in which they were found before such work is undertaken. Maintenance, repair and all other costs and expenses relating to said easement, will be at the expense of said grantor and grantee, their successors and assigns equally, share and share alike. Such maintenance and repair shall be effectuated by mutual agreement of the parties; but either party, upon reasonable notice to the other, shall have the right to initiate same and cause same to be completed and to obtain contribution for same from the other party. In the event of any disagreement over the right to initiate such maintenance and repair, of the cost of same, the parties shall submit the dispute to arbitration. So long as the Secretary of Housing and Urban Development is either the mortgagee or the owner of the premises described in Tract 1 of this Deed, this easement shall not be enlarged or modified without prior written approval of said Secretary.

TRACT THREE — As described in Deed Book 4624, Page 505.

BEGINNING at a point in the southerly line of Northfield Avenue therein distant 505.31 feet westerly from the intersection of same and the westerly line of Aspen Road; thence

1. South 37 degrees 02 minutes 20 seconds West 276.89 feet; thence
2. North 53 degrees 49 minutes West 30.00 feet; thence
3. South 37 degrees 02 minutes 20 seconds West 48.00 feet; thence
4. North 52 degrees 57 minutes 40 seconds West 10.00 feet; thence

Stewart Title Guaranty Company

SCHEDULE A Continued

File No. DC003187-N

Policy No. M-9402-421605

5. North 37 degrees 02 minutes 20 seconds East 38.00 feet; thence
6. North 05 degrees 59 minutes 35 seconds East 39.05 feet; thence
7. North 37 degrees 02 minutes 20 seconds East 123.81 feet; thence
8. North 34 degrees 20 minutes 45 seconds East 96.55 feet; thence
9. North 37 degrees 05 minutes 45 seconds East 37.28 feet to the southerly line of Northfield Avenue; thence
10. South 49 degrees 43 minutes 15 seconds East 64.72 feet to the point and place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 16 in Block 165 on the Township of West Orange Tax Map.

EXHIBIT D

Wolfgang

BK5442PG F71

Deed
20599/Assoc.027

Prepared by:

[Signature]

Kenneth R. Sauter

Received & Recorded
Register's Office
Essex County, NJ
OCT 15, 04:42 PM '96
Carole A. Grates
B96003496110837487

DEED

This Deed is made on October 9, 1996

BETWEEN:

ESSEX UNIT, NEW JERSEY ASSOCIATION FOR RETARDED CITIZENS, INC., a Non-Profit Corporation, n/k/a THE ARC OF ESSEX COUNTY, INC.

whose address is 7 Regent Street, Livingston, New Jersey 07039, referred to as the Grantor,

AND

THE ARC OF ESSEX COUNTY, INC., a Non-Profit Corporation

whose address is 7 Regent Street, Livingston, New Jersey 07039, referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the Property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND NO/100**(\$1.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of West Orange, Block No. 155.20, Lot 61

Property. The "Property" consists of the land and all the buildings and structures on the land in the Township of West Orange, County of Essex and State of New Jersey. The legal description is:

SEE ATTACHED DESCRIPTION AS SCHEDULE "A" and made a part hereof.

DEC 5 1996

Wolfgang

155.20/61

BK 5442 PG 174

CHI 526643

DESCRIPTION

ALL that certain tract, lot and parcel of Land lying and being in the Township of West Orange, County of Essex, and State of New Jersey, being more particularly described as follows:

Beginning at a point on the Easterly side of Wedgewood Drive therein distant Northerly 116.58 feet from the intersection of said side of Wedgewood Drive with the Northerly side of Mt. Pleasant Avenue, thence

1. Along the said side of Wedgewood Drive North 34 degrees 41 minutes East 83 feet; thence
2. South 55 degrees 18 minutes East, 121.42 feet; thence
3. South 34 degrees 34 minutes West, 83 feet; thence
4. North 55 degrees 19 minutes West, 121.59 feet to the said Easterly side of Wedgewood Drive and the point and place of Beginning.

Identified as Tax Lot 61 Block 155.20 on the Official Tax Map of the Township of West Orange, (for informational purposes only). (Formerly identified as Tax Lot 61 Block 155T)

SCHEDULE "A"

NO 1045-AFFIDAVIT OF CONSIDERATION
R1F-1 (Rev. 1/1/89)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OF EXEMPTION
(c. 49, P.L. 1968)

BK 5442 PG 175

ALL STATE LEGAL
A Division of Allstate Insurance Co.
600-222-6510, in NJ 800-272-0800

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1983 (N.J.S.A. 46:15-3 et seq.)

STATE OF NEW JERSEY

COUNTY OF Essex

FOR RECORDER'S USE ONLY

Consideration \$ _____
Realty Transfer Fee \$ _____
Date _____ By _____

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Joseph Dimino, being duly sworn according to law upon his/her oath deposes and says that he/she is the Executor Director of Grantor Corporation
(State whether Owner, Grantor, Legal Representative, Corporate Officer, Officer of State Co. Having Jurisdiction, etc.)
in a deed dated 155.20 transferring real property identified as Block No. _____
Lot No. 61 located at 4 Wedgewood Road, West Orange Township,
(Local Address, Township, County)
Essex County, New Jersey and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 155.20.

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

For a consideration of less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE 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. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Rental Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

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 c. 49, P.L. 1968 of the State of New Jersey.

Subscribed and Sworn to before me

this _____ day of _____
\$ _____

By: Joseph Dimino
1986 JOSEPH DIMINO, Ex. Director
7 Regent Street
Livingston, N.J.
Address of Deponent

Essex Unit, New Jersey
Assoc. for Retarded Citizens
(Name of Officer Type above line)
7 Regent Street
Livingston, N.J.
Address of Officer at Time of Sale

KENNETH R. SAUTER
AN ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee. (N.J.A.C. 17:15-8.12).

TRIPPLICATE - Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE

TAXABLE & EXEMPT
Box 249 R Monistown

103 DEED, BARGAIN AND SALE (Covenant as to Grantor's Acts)
MC TO IND OR THDP Plain Language OGRVST-1 Copyright 1982 by ALL STATE LEGAL SUPPLY CO
One Commerce Drive Cranford N.J. 07016

DEED

This Deed is made on August 4, 1983

BETWEEN

U.K. MOHAN RAO NAYAK AND U.K. BHARATHI NAYAK, his wife

whose address is 26 Hemlock Road, Livingston, New Jersey referred to as the Grantor.

AND
ESSEX UNIT, NEW JERSEY ASSOCIATION FOR RETARDED CITIZENS, INC.

whose post office address is 62 North Walnut Street, City of East Orange, County of Essex, State of New Jersey referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of
ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) DOLLARS
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46-15-2.1) Municipality of TOWNSHIP OF WEST ORANGE
Block No. 155 t Lot No. 61 Account No.
☐ No property tax identification number is available on the date of this deed. (check box if applicable)

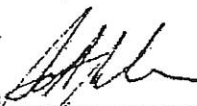
Property. The property consists of the land and all the buildings and structures on the land in the Township of West Orange and State of New Jersey. The legal description is:

BEGINNING at a point on the Easterly side of Wedgewood Drive therein distant Northerly 116.59 feet from the intersection of said side of Wedgewood Drive with the Northerly side of Mt. Pleasant Avenue, thence (1) along the said side of Wedgewood Drive North 34 degrees 41 minutes East 83 feet; thence (2) South 55 degrees 18 minutes East 121.42 feet; thence (3) South 34 degrees 34 minutes West 63 feet; thence (4) North 55 degrees 19 minutes West 121.59 feet to the said Easterly side of Wedgewood Drive and the point and place of BEGINNING.

Also being known as Lot 61, Block 155T on the Tax Map of the Township of West Orange.

Being commonly known as 4 Wedgewood Road, West Orange, New Jersey.

Being the same premises conveyed to the within grantors, by Deed from Charles C. Arnold and Sylvia Arnold, his wife, dated July 9, 1975 and recorded July 11, 1975 in the Essex County Register's Office in Deed Book 4509, Page 775.

PREPARED BY: 
SARA-ANN SANDERS, ESQ.

RECEIVED & RECORDED
ESSEX COUNTY REGISTER'S OFFICE
AUG 25 11 10 AM '83

COUNTY OF ESSEX
RECORDED
AUG 11 1983
11 10 AM '83

38

4 Wedgewood Ave.

155T/61



of Essex County

7 REGENT STREET • LIVINGSTON, NEW JERSEY 07039
TEL: (201) 535-1181 • FAX: (201) 535-9507

JOHN O'BRIEN
President
JOSEPH L. DIMINO
Executive Director

PETER P. GORHAM
Associate Executive Director
ALBERT C. IANACONE
Associate Executive Director
LINDA C. LUCAS
Associate Executive Director

December 28, 1994

Ms. Susan Borg, Director
Department of Planning & Development
66 Main Street
West Orange, New Jersey 07052

Dear Susan:

Our Association operates two community residences for adults with mental retardation and other developmental disabilities in West Orange. Each home has a capacity for 6 residents. The homes are located at:

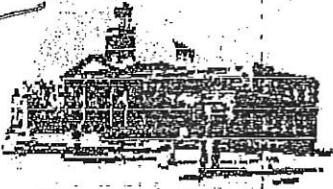
1 Marmon Terrace (est. 1992)
and
4 Wedgewood Drive (est. 1984)

Funding and eligibility determination are from the New Jersey Division of Developmental Disabilities which is part of the Department of Human Services. We have 20 year mortgages on the properties and intend to operate these homes on a long-term basis.

Sincerely yours,

Albert C. Ianacone
Associate Executive Director

ACI:md



Township Of West Orange

66 MAIN STREET, WEST ORANGE, NEW JERSEY 07052

DEPARTMENT OF PLANNING AND DEVELOPMENT

SAMUEL A. SPINA

Mayor

SUSAN BORG A.L.A.

Planning Director

TEL: (201) 23-4110

FAX: (201) 23-4359

December 19, 1994

VIA FACSIMILE - No. of pages: 1

Mr. Albert Ianacone
Associate Executive Director
Association for Retarded Citizens of Essex County, Inc.
7 Regent Street
Livingston, NJ 07039

RE: 1 Marmon Terrace and 4 Wedgewood Drive
West Orange, NJ

Dear Mr. Ianacone:

Thank you for the information you provided on the above referenced Group Homes. However, in order to see if these homes can be used as part of our C.O.A.H. (Council on Affordable Housing) plan, we require some additional information.

Please provide us with the following information:

- What source of funding is used for these programs? (McKinney funds, private, etc.)? *New Jersey Division of Developmental Disabilities*
- Are there any affordability or deed restrictions on these programs? *Residents must be eligible for state services from the A*
- 1 Marmon Terrace: When was the program opened? *Div. of Dev. Disabilities April 1992*

Your prompt response to this request would be greatly appreciated. If you have any questions, please do not hesitate to contact me.

Yours truly,

Susan Borg

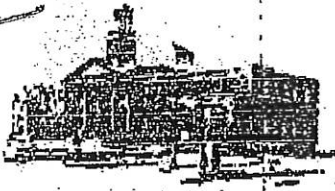
Susan Borg, P.P., A.L.A.
Director

*See
lease
how long
terms*

SE:mw

EXHIBIT E

EXHIBIT F



Township Of West Orange

66 MAIN STREET, WEST ORANGE, NEW JERSEY 07052

DEPARTMENT OF PLANNING AND DEVELOPMENT

SAMUEL A. SPINA
Mayor

TEL: (201) 325-4110
FAX: (201) 325-4399

SUSAN BORG A.L.A.
Planning Director

December 19, 1994

VIA FACSIMILE - No. of pages: 1

Mr. Albert Ianacone
Associate Executive Director
Association for Retarded Citizens of Essex County, Inc.
7 Regent Street
Livingston, NJ 07039

RE: 1 Marmion Terrace and 4 Wedgewood Drive
West Orange, NJ

Dear Mr. Ianacone:

Thank you for the information you provided on the above referenced Group Homes.
However, in order to see if these homes can be used as part of our C.O.A.H. (Council
on Affordable Housing) plan, we require some additional information.

Please provide us with the following information:

- What source of funding is used for these programs? (McKinney funds, private, etc.)? *New Jersey Division of Developmental Disabilities*
- Are there any affordability or deed restrictions on these programs? *Residents must be eligible for state services from the Div. of Dev. Disabilities*
- 1 Marmion Terrace: When was the program opened? *April 1992*

Your prompt response to this request would be greatly appreciated. If you have any questions, please do not hesitate to contact me.

Yours truly,

Susan Borg
Susan Borg, P.P., A.L.A.
Director

SB:mw

*See
lease
low long
term*



of Essex County

7 REGENT STREET • LIVINGSTON, NEW JERSEY 07039
TEL: (201) 535-1181 • FAX: (201) 535-9507

JOHN O'BRIEN
President
JOSEPH L. DIMINO
Executive Director

PETER P. GORHAM
Associate Executive Director
ALBERT C. IANACONE
Associate Executive Director
LINDA C. LUCAS
Associate Executive Director

December 28, 1994

Ms. Susan Borg, Director
Department of Planning & Development
66 Main Street
West Orange, New Jersey 07052

Dear Susan:

Our Association operates two community residences for adults with mental retardation and other developmental disabilities in West Orange. Each home has a capacity for 6 residents. The homes are located at:

1 Marmon Terrace (est. 1992)
and
4 Wedgewood Drive (est. 1984)

Funding and eligibility determination are from the New Jersey Division of Developmental Disabilities which is part of the Department of Human Services. We have 20 year mortgages on the properties and intend to operate these homes on a long-term basis.

Sincerely yours,

Albert C. Ianacone
Associate Executive Director

ACI:md

NU#3

BK5615PG0038

8-146145

Deed
66101/Assoc.039

Prepared by:

K. Sauter
Kenneth R. Sauter

RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, NJ
05/12/1999 3:00 PM
CAROL A. GRIFFIN
CLERK

DEED

This Deed is made on May 11, 1999

BETWEEN

ASSOCIATION FOR RETARDED CITIZENS OF ESSEX COUNTY, INC., a Non-Profit Corporation, n/k/a THE ARC OF ESSEX COUNTY, INC.

whose address is 7 Regent Street, Livingston, New Jersey 07039, referred to as the Grantor,

AND

THE ARC OF ESSEX COUNTY, INC., a Non-Profit Corporation

whose address is 7 Regent Street, Livingston, New Jersey 07039, referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the Property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND NO/100**(\$1.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of West Orange, Block No. 176.02, Lot 4

Property. The "Property" consists of the land and all the buildings and structures on the land in the Township of West Orange, County of Essex and State of New Jersey. The legal description is:

SEE ATTACHED DESCRIPTION AS EXHIBIT "A" and made a part hereof.

1 Harmon Terrace
176.02/4

BK5615PG0039

SCHEDULE A

DESCRIPTION:

All that certain tract, lot and parcel of land lying and being in the Township of West Orange County of Essex and State of New Jersey being more particularly described as:

BEGINNING at a point in the northeasterly line of Marmon Terrace, which point is distant one hundred thirty-six and seventeen one hundredths (136.17) feet westerly along said northeasterly line of Marmon Terrace with the present northwesterly side line of Pleasant Valley Way as established by the County of Essex and shown on Map 6-B-6 dated November 13, 1929. Said beginning point is distant one hundred thirty-two and forty one hundredths (132.40) feet westerly along the said northeasterly line of Marmon Terrace from the intersection of the present northeasterly line of Pleasant Valley Way as shown on the survey made by Jacob L. Lenox; thence running

- (1) North 41 degrees 18 minutes East 175 feet; thence
- (2) North 48 degrees 42 minutes West 50 feet; thence
- (3) South 41 degrees 18 minutes West 175 feet to the afore-said northeasterly line of Marmon Terrace; thence
- (4) Along the same South 48 degrees 42 minutes East 50 feet to the point and place of BEGINNING.

The above description is in accordance with survey dated November 7, 1991, made by Joseph L. Jennick, Jr., L.S.

IDENTIFIED AS TAX LOT 4 BLOCK 176.02 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF WEST ORANGE. (for informational purposes only).



CENTURY/INTERCOUNTY TITLE INSURANCE AGENCY, INC.
18 Hook Mountain Road, P.O. Box 607, Pine Brook, NJ 07058, Phone (201) 808-0770 Fax (201) 227-6604

NC1645 - Affidavit of Consideration
RTF-1 (Rev. 1/1/86)
11/86

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE Legal
A Division of ALL-STATE Information, Inc.
188-272-6899

PARTIAL EXEMPTION
(c. 47b, P.L. 1975)

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.).

STATE OF NEW JERSEY

COUNTY OF ESSEX

SS.

FOR RECORDEES USE ONLY	
Consideration \$	
Realty Transfer Fee \$	
Date	By

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Dependent, ARC of Essex County, Inc., being duly sworn according to law upon his/her oath

deposes and says that he/she is the Grantee in a deed dated 5/11/1999

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 176.02 Lot No. 4

located at 1 Marmon Terrace, West Orange Township, Essex County,
New Jersey and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Dependent states that, with respect to deed herein annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE Dependent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
less than \$100.00 consideration

(4) PARTIAL EXEMPTION FROM FEE

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. (See Instructions #3 and #9.)

Dependent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 17b, P.L. 1975 for the following reason(s):

- | | |
|--|--|
| A) SENIOR CITIZEN (See Instruction #8.)
☐ Grantor(s) 62 yrs. of age or over.
☐ One or two-family residential premises. | ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners. |
| B) BLIND (See Instruction #8.)
☐ Grantor(s) legally blind.
☐ One or two-family residential premises.
☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners. | DISABLED (See Instruction #8.)
☐ Grantor(s) permanently and totally disabled.
☐ One or two-family residential premises.
☐ Receiving disability payments.
☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners. |

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

- | | |
|--|--|
| C) LOW AND MODERATE INCOME HOUSING (See Instruction #9.)
☐ Affordable According to HUD Standards.
☐ Meets Income Requirements of Region. | ☐ Reserved for Occupancy.
☐ Subject to Resale Controls. |
|--|--|

- | | |
|--|---|
| D) NEW CONSTRUCTION (See Instruction #9.)
☐ Entirely new improvement.
☐ Not previously used for any purpose. | ☐ Not previously occupied. |
|--|---|

Dependent 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 c. 49, P.L. 1968.

ARC OF ESSEX COUNTY, INC.

Subscribed and sworn to before me
this 11 day of May, 1999

By: Joseph Dimino, Ex-Director
7 Regent Street
Livingston, N.J. 07039

ASSOCIATION FOR RETARDED
CITIZENS OF ESSEX COUNTY, INC.

Name of Grantor (type above line)
7 Regent Street
Livingston, N.J. 07039
Address of Grantor at Time of Sale

Kenneth R. Guter
Attorney at Law of New Jersey

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.		
Instrument Number	County	
Deed Number	Book	Page
Deed Dated	Date Recorded	

IMPORTANT: BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - To be retained by County.

DUPLICATE - To be forwarded by County to Division of Taxation as partial exemption from fee (N.J.A.C. 18:16 - 8.12)

TRIPPLICATE - Is your file copy.

ORIGINAL AND COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER.

EXHIBIT G

BK5483PG 901

Prepared by:

Edward A. Stein

DEED

This Deed is made on June 26, 1997

BETWEEN

Lawrence Jones and Tina Forleiter Jones, husband and wife,

having address at 2 Merrywood Drive, West Orange, New Jersey,
referred to as the Grantors,

AND

Developmental Disabilities Association of New Jersey, Inc.
a New Jersey corporation,

with offices at 40 Woodbridge Avenue, ^{SEWANEY}Seawaren, New Jersey,
referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys
(transfers ownership of) the property described below to the
Grantee. This transfer is made for the sum of TWO HUNDRED THIRTY
SEVEN THOUSAND (\$237,000.00) DOLLARS. The Grantor acknowledges
receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of West
Orange, Block 76, Lot 3.

No property tax identification number is available on the
date of this Deed.
(Check box if applicable.)

Property. The property consists of the land and all the
buildings and structures on the land in the Township of West
Orange, County of Essex and State of New Jersey. The legal
description is as follows:

SEE ATTACHED SCHEDULE "A".

BEING the same premises conveyed to Lawrence Jones and Tina
Forleiter Jones, husband and wife, by Deed from The Howard Savings
Bank, Executor of the Last Will and Testament of Benjamin Adelman,
dated June 18, 1992, and recorded in the Essex County Register's
Office on August 6, 1992, in Deed Book 5222, Page 80, and by Deed
from Lawrence Jones and Tina Forleiter Jones, formerly known as
Tina Forleiter, husband and wife, dated August 5, 1994, and
recorded in the Essex County Register's Office on August 10, 1994,
in Deed Book 5325, Page 560.

BEING commonly known and designated as 2 Merrywood Drive, West
Orange, New Jersey.

Received & Recorded
Register's Office
Essex County, NJ
JUL 11, 11:16 AM '97
Carol A. Graves
B970023311107231-2
Consideration: \$237,000
R. T. T. : \$768.00

2 Merrywood Dr.

10/3

AUG 26 1997

BK5483Pg 902

SCHEDULE "A"

ALL that certain tract or parcel of lands and premises, situate, lying and being in the TOWNSHIP of WEST ORANGE in the COUNTY of ESSEX and STATE of NEW JERSEY, more particularly described as follows:

BEING known and designated as Lot 3 on a map entitled "Map of Merrywood in Hutton Park", said map being filed as Map No. 4506 in the Essex County Register's Office.

THE above premises being further described in accordance with a survey made by James R. Watson, dated June 5, 1997 as follows:

BEGINNING at a point in the Southeastery line of Greentree Road (50 feet wide) where the same is intersected by the centerline of Merrywood Drive (50 feet wide), a private road and running thence

- (1) Along the Southeastery line of Greentree Road, South 34 degrees 36 minutes 00 seconds West, a distance of 241.12 feet to the Northeastery line of land now or formerly of the Essex County Club; thence
- (2) Along said lands, South 61 degrees 05 minutes 00 seconds East, a distance of 138.87 feet to a point; thence
- (3) North 34 degrees 36 minutes 00 seconds East, a distance of 172.57 feet to a point in the centerline of Merrywood Drive; thence
- (4) Along said centerline, on a curve to the left, having a radius of 443.00 feet, an arc distance of 33.86 feet to a point of reverse curvature; thence
- (5) Still along said centerline, on a curve to the right, having a radius of 147.00 feet, an arc distance of 116.85 feet to a point of reverse curvature and thence
- (6) Still along said centerline, on a curve to the left, having a radius of 55.00 feet, an arc distance of 3.17 feet to the aforesaid line of Greentree Road and the point and place of BEGINNING.

BEING also known as Lot 3 in Block 76 on the West Orange Township Tax Map.

UNITED TITLE AGENCY, INC.,

ALTA COMMITMENT

EXHIBIT H

EXECUTION COPY

**AMENDED AND RESTATED
REDEVELOPMENT AGREEMENT**

By and Between

THE TOWNSHIP OF WEST ORANGE

as Redevelopment Entity

and

PRISM GREEN ASSOCIATES IV, LLC,

as Redeveloper

Dated as of June 1, 2018