

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF CRANFORD AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME

**In the Matter of the Township of Cranford, County of Union,
Docket No. UNN-L-3976-18**

THIS SETTLEMENT AGREEMENT ("Agreement") made this ____th day of November, 2019, by and between:

TOWNSHIP OF CRANFORD, a municipal corporation of the State of New Jersey, County of Union, having an address at 8 Springfield Avenue, Cranford, NJ 07016 (hereinafter the "Township" or "Cranford");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Township filed the above-captioned matter on November 21, 2018 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Township simultaneously sought, and ultimately secured, an Order protecting Cranford from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Cranford remains in place as of the date of this Agreement; and

WHEREAS, the trial court appointed a "Special Master", as is customary in a Mount Laurel case, to assist the Court; and

WHEREAS, more specifically, the Court appointed Kendra Lelie, P.P., A.I.C.P. to serve as the Special Master;

WHEREAS, with Ms. Lelie's assistance, Cranford and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court, recognizing that the settlement

of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households; and

WHEREAS, it is particularly appropriate where, as here, the Court has yet to make a determination of the Township's fair share, to arrive at a settlement regarding a municipality's fair share obligation, instead of doing so through plenary adjudication of that obligation.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto, each binding itself, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

The Township and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Cranford's "Rehabilitation" obligation is 85.
2. Cranford's "Prior Round" obligation is 148.
3. Cranford's allocation of the Round 3 regional need is 440.
4. FSHC and the Township agree that the 440 Round 3 regional need obligation is the number that multiple experts have used as an extrapolation of the Mercer County Opinion, which is not otherwise binding on either party except by way of this Settlement Agreement. Although the Township does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the Court, that the 440-unit Round 3 obligation should be accepted by the Court, because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's July 2016 and April 2017 calculation of the Township's Round 3 (1999-2025) fair share obligation.
5. For the purposes of this Agreement, the "Round 3 regional need" (also referenced as the "Third Round Prospective Need") shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 to 2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions filed by Various Municipalities, 227 N.J. 508 (2017).
6. The Township, as calculated in Exhibit A, has a Round 3 realistic development potential (hereinafter "RDP") of 131. In addition, for settlement purposes only, the Parties recognize that pursuant to the Honorable Judge Kenny's January 16, 2019 Order In CDA vs the Township of Cranford, UNN-L-3759-08, the Township has an additional obligation of 20 units, which are not eligible for bonus credits. Nothing in this agreement precludes the Township from pursuing its pending litigation regarding the January 16, 2019 Order and the imposition of the additional 20-unit obligation.

7. **Satisfaction of the Rehabilitation Obligation:** The Township has an 85-unit rehabilitation obligation. The Township plans to meet this obligation through participation in the Union County Housing Rehabilitation Program and through a supplemental municipally operated rehabilitation program that shall address the rental rehab requirement but which may also be utilized for for-sale rehabilitation. Said municipal program shall meet the requirements in N.J.A.C. 5:93-5.2.

8. **Satisfaction of the Prior Round Obligation:** The Township has a 148-unit Prior Round obligation, which will be addressed as follows:

Table 21: Prior Round Affordable Housing Fulfilment Township of Cranford, Union County, New Jersey		
Project	Affordable Units/Credits	Unit/Credit Type
Prior Round Obligation		
Lincoln Apartments – Age-Restricted (Block 532, Lot 18.01)(maximum based on 25% of 148)	37	Age-Restricted Rentals
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)	16	Non Age-Restricted Family Rentals
SERV Center of NJ (Block 514, Lot 3)	3	Special Needs Housing – 3 Bedroom Group Home
Birchwood Site (formerly Cranford Development Associates (CDA) Project) (Block 291, Lot 15.01, Block 292, Lot 2)	34	Non Age-Restricted Family Rentals
Lehigh Acquisition Project (Block 511, Lot 1) aka Woodmont	21	Non Age-Restricted Family Rentals
Subtotal	111	-
Rental Bonus Credits (Based on 25% of 148)	37	Rental Bonus Credits taken on 21 Lehigh Acquisition Project Units, 3 SERV Bedrooms and 13 Riverfront Units
Total	148	Units/Credits
Total for Prior Round Plan		
Total Prior Round Obligation	148	

The plan components shown in the above table fully satisfy the minimums and maximums for the Prior Round, RCA cap (50% of Prior Round obligation), maximum age-restricted unit requirement (25% of Prior Round obligation less RCAs), minimum required rental units (at least 25% of Prior Round obligation), and maximum rental bonus credits (equal to rental obligation).

9. **Satisfaction of the Round 3 RDP:** The Township has a 131-unit Round 3 RDP + 20 additional units and shall satisfy that obligation as follows:

<u>Project</u>	<u>Units</u>	<u>Bonus</u>	<u>Status</u>
Riverfront – family rental	3	3	Existing
Woodmont – family rental	3	3	Existing
Needlepoint – family rental	1	1	Existing
Lincoln – Senior Rental	37 (of 63*)		Existing
Homefirst (18b Parkway Village)	4		Existing
Homefirst #2: (117 Benjamin)	3		Existing
Bridgeway (304 Lincoln)	2		Existing
SERV (125 Dietz Street)	4		Existing
Community Access Unlimited (CAU) 48 Johnson Ave	6		Existing
310 Centennial - Family rental	2	2	Under Construction
109 Walnut – Family rental	4	4	Constructed
EF Britten - Family rental	3	3	Proposed
North Ave Redevelopment – family rental	8	2	Proposed
Myrtle Special Needs	8	8	Proposed
201 Walnut (Wells Fargo) – Family rental	8	7	Proposed
750 Walnut (Block 541, Lot 2) – Inclusionary	49	-	Proposed
Market-to-Affordable	5		Cranford agrees to provide a realistic opportunity for 5 units through a market-to-affordable program in accordance with the terms of paragraph 9.c of this Agreement.
CAU additional beds or other Group Home bedrooms	7		Cranford agrees to provide a realistic opportunity for 5 units of supportive housing in accordance with the terms of paragraph 9.d of this Agreement.
Total	157	33	
Grand Total	190		

- a. The plan components shown in the above table fully satisfy the minimums and maximums for the Third Round RDP, inclusive of maximum age-restricted units (25% of RDP less RCAs), minimum rental units (25% including at least half

available to families), and maximum rental bonus credits (equal to rental obligation), including maximum rental bonus credits for age-restricted units (50% of rental obligation). Those maximums and minimums are predicated upon the cumulative 152-figure except that bonus credits are capped at 25% of the RDP pursuant to N.J.A.C. 5:93-5.15.

- b. The remaining 7 group home bedrooms will be realized with either CAU, CIS, Bergen County United Way, and/or another experienced provider of supportive and special needs housing. In order to be eligible for bonus credits, by the final compliance hearing the Township will provide signed agreements with an experienced provider to provide that are eligible for bonus credits in accordance with N.J.A.C. 5:93. The Parties acknowledge that an existing CAU project, consisting of 3 special needs bedrooms and located at 112 Glenwood Road may become eligible for affordable housing credits. The Parties acknowledge and agree that in order for these bedrooms to be eligible for affordable housing credits, the Township shall enter into separate agreements with both FSHC and CAU prior to the Compliance Hearing in this matter requiring the group homes to continue to operate as eligible group homes.
- c. With respect to the Market-to-Affordable program, the Township shall complete at least 2 units by July 1, 2022; at least 4 total units by 2023; and shall complete all 5 units by the end of the year 2024. At least 4 of the units shall be affordable to low-income households unless the Township has otherwise satisfied the requirement to provide half of its RDP as low-income units. The Parties agree that the Township is exempt from these scheduling requirements and the production of MTA units in the event that the Township identifies and generates 5 credits with any combination of supportive housing units or newly constructed municipally-sponsored affordable housing through Habitat for Humanity, CIS, BC UW or other non-profit entity. In either event, the Township is required to report on the MTA program or chosen alternative compliance technique(s) at the July 1, 2020 midpoint as defined by Section 26 of this Agreement. Regardless of which mechanism is identified and utilized, the Township agrees to comply with all relevant COAH regulations and standards for the given mechanism, including N.J.A.C. 5:93-5.8 (Alternative living arrangements) and N.J.A.C. 5:93-5.5 (Municipally sponsored construction). At or before the time of compliance, the Township shall issue a report as part of its HEFSP that satisfies the conditions and requirements of N.J.A.C. 5:97-6.9.
- d. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source in the event that the funding request is not approved. The Township shall adopt a

resolution of intent to fund for any shortfall associated with its municipally-sponsored programs. The municipality shall demonstrate its satisfaction of these obligations during the compliance phase of this matter.

- e. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The municipality shall demonstrate its satisfaction of these obligations during the compliance phase of this matter.
- f. Wells Fargo Redevelopment: Within one year of the Court's approval of this Agreement, the Township shall adopt a redevelopment plan for 201 Walnut Avenue, Block 484, Lots 19.01 (the "Wells Fargo Site"), which shall permit up to 40 total units of residential housing, of which at least 8 units shall be affordable to low- and moderate-income households. Nothing in this Agreement shall preclude, nor require, the Township and the developer of the Wells Fargo site from agreeing to construct some of the units offsite as family affordable units and/or as special needs bedrooms, provided, however, that a) at least a 15% set aside is provided on site; and b) COAH's phasing requirements are followed relative to all units, both on and offsite. The Redevelopment Agreement shall specify that the affordable units shall be rental units.

10. With Respect to 750 Walnut Avenue (Block 541, Lot 2), the Parties agree that the site will be rezoned pursuant to Section 10.b below or redeveloped pursuant to 10.a. below within one (1) year of court approval of this Agreement.

- a) Redevelopment: The Parties agree that the Township may create a realistic opportunity for the construction of 49 family units by a) declaring the site an area in need of redevelopment; b) adopting a redevelopment plan for the site with the power of condemnation; and c) naming a redeveloper for the project, which must occur within one year of court approval of this Agreement. In addition, the Township shall transfer the land to a developer within 18 months of the approval of this agreement, which may be extended for good cause for a period of up to three (3) months. The Parties further agree that, in such an event, 24.5 acres of the site will be rezoned to permit a gross density of 10 units per acre, or 245 total units. Of the 245 total units, 49 shall be available to low- and moderate-income families. In the event of redevelopment with the power to condemn, the 196 market-rate units may be age-restricted and such a determination shall be solely within the discretion of the Township.

- b) Rezoning: Alternatively, Township may rezone the site at a gross density of 9 units per acre, or 221 family units, of which 20%, or 45 units, would be affordable to low- and moderate-income households.
- c) RDP: The Parties acknowledge that PSEG has expressed an interest in at least 6 acres of the 30.5-acre site and further acknowledge that PSEG may utilize its power to condemn in acquiring that portion of the site (the “6 Acres”). See Exhibit A to this Agreement. In light of the foregoing, the Parties agree that 24.5 acres of the site shall generate RDP and 6 acres of the site shall be excluded from the calculation of RDP as unavailable pursuant to N.J.A.C. 5:93-4.2. Consistent with the policies of N.J.A.C. 5:93-4.2 (e)(5)(ii), which addresses land being utilized for a public purpose, if the 6 Acres remains available after the expiration of one year from the Court’s approval of this Settlement Agreement, the Parties agree that the 6 Acres shall generate RDP under N.J.A.C. 5:93-4.2. In the event that the 6 Acres generates RDP, the Township reserves the right to apply its surplus credits to address that increase in RDP pursuant to Section 9 of this Agreement or to otherwise unilaterally determine how to satisfy the RDP pursuant to N.J.A.C. 5:93-4.2(g) with the consent of FSHC.

11. FSHC and the Township agree that the Township shall have the right to apply the 39-unit surplus (plus any eligible bonuses that may be associated with increases in RDP), in accordance with then-applicable law, and in accordance with required maximum and minimum standards, generated in excess of the Township’s Round 3 RDP to any future changed circumstances, which would result in an increase in the Township’s RDP. See Fair Share Housing Center v. Cherry Hill, 173 N.J. 393 (2002) (“Cherry Hill”). Should a suitable, available, approvable and developable site become vacant that had not been vacant, available, suitable or developable at the time of the VLA, and did not contribute to the Township’s current 131-unit RDP (“additional site”), the Township would be entitled to apply any or all of the 39-unit surplus, as may be necessary, towards addressing the increase in RDP, provided that the Township shall be required to identify in a filing with the Court the additional site or additional sites, and the RDP generated by those sites consistent with N.J.A.C. 5:93-4.2, that it is applying all or part of the 39-unit surplus of the RDP, within forty-five (45) days after the Township becomes aware of the changed circumstance, on notice and opportunity to be heard to FSHC, the owner of the additional site or sites, and any other interested parties. To the extent a change in circumstances results in an increase in RDP that is larger than the Township’s 39-unit surplus, the Township shall still have an obligation to address the portion of the RDP in excess of 39-unit surplus (“Residual RDP”), provided, however, that the Township shall maintain the right to satisfy any Residual RDP in a manner and location it deems appropriate pursuant to N.J.A.C. 5:93-4.2 and otherwise consistent with the requirements of this Agreement and shall not be required to utilize the site generating the increase in RDP in order to satisfy the increase in RDP. The Township agrees that this provision specifically, and the interpretation of application of surplus units generally as it relates to other matters, has no bearing on any other settlement agreement entered into between FSHC and any other municipality. This

provision is of no precedential value and cannot be used by either party or their respective attorneys as a mechanism of interpreting any other settlements in other declaratory judgment actions.

12. **Addressing the Remaining “Unmet Need”**: For the purposes of settlement, the Township agrees to address the 289-unit remaining portion of its allocation of the Round 3 regional need or “unmet need” through the following mechanisms

- a) The Township will adopt overlay ordinances in the areas described herein and as depicted and depicted on Exhibit B to this Settlement Agreement.:
 - i. D-C Downtown Core District (Except Block 483, Lot 18 and Block 508, Lot 1, which will be treated as D-T pursuant to section 12.a.iii below) in a mixed use zone permitting up to 35 residential units per acre with a 20% set aside for affordable housing;
 - ii. D-B Downtown Business District in a mixed-use zone permitting up to 30 residential units per acre with a 20% set aside for affordable housing;
 - iii. D-T Downtown Transitional District (and 483, Lot 18 and Block 508, Lot 1) in a mixed-use zone permitting up to 25 residential units per acre with a 20% set aside for affordable housing;
 - iv. Elise Burnside at 12 units per acre
 - v. Park Street Block 555, lots 1, 2, 3, 7 at 12 units per acre
- b) The sites identified in paragraph 12(a)(i)-(iv) above will be overlaid with zoning for residential density and zoning standards that are consistent with this Agreement and Exhibit B to this Settlement attached hereto. Those standards provide a compensatory benefit by relaxing conditions that are required for residential development in the underlying zoning and by providing an increase in density. For inclusionary projects resulting from paragraph 12(a) the affordable set-aside percentage shall be 20 percent regardless of tenure. Nothing in the paragraph shall preclude the Township from adopting redevelopment plans in any of the overlay zones to address unmet need so long as the residential density and set aside is equal to or greater than the density and yield associated with the subject overlay zone.
- c) Subject to all relevant notice and public hearing provisions pursuant to the New Jersey Municipal Land Use Law, within 150 days of the approval of this Agreement at a Fairness Hearing, the Township will adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set

aside for developments shall be twenty percent (20%) regardless of tenure. The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more, or to specific parcels or zones identified in other paragraphs of this agreement which shall be subject to the requirements specified therein. The form of the Ordinance shall be finalized prior to the Compliance Hearing through collaboration between FSHC, Special Master Lelie, and representatives of the Township. FSHC and the Township, in collaboration with the Special Master will agree upon the density upon which the ordinance shall be triggered in prior to the Compliance Hearing.

13. The Township's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Township shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 7, 2025. In addition, said substantial change in circumstances shall be governed by paragraph 11 above.

14. The Township agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed prior to July 1, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families. During the compliance phase of this matter, the municipality will demonstrate its satisfaction of this obligation. The municipality will further address this obligation by requiring all unbuilt developments that are identified in this development and all developments that will be credited to unmet need to provide a 13% set-aside of affordable housing.

15. Cranford will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

16. At least 50 percent of the units addressing the Township's Third Round Prospective Need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households.

17. At least twenty-five percent of the Township's Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

18. At least half of the units addressing the Township's Third Round Prospective Need in total must be available to families.

19. The Township agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, and to not request a waiver of that requirement. The Parties agree that this cap applies to the Township's RDP + 20 units and is thus 25% of 151 for Round 3. This shall be understood to mean that in no circumstance may the Township claim credit toward its fair share obligation for age-restricted units that exceed 25 percent of all units developed or planned to meet its Prior Round and Third Round fair share obligations.

20. The Township and/or its Administrative Agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A. (17 C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network (P.O. Box 943, Freehold, NJ 07728), the Homecorp Talbot Street, Montclair), Housing Partnership (2 East Blackwell Street, Suite 12, Dover), and Union County Housing Coalition. As part of its regional affirmative marketing strategies during implementation of its Housing Element and Fair Share Plan, the Township and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

21. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a) Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a

household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b) The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- d) The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

22. Upon full execution of this Agreement, Cranford shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Cranford will place this Agreement on file in the Township's municipal building and file a copy with the Court 45 days prior to the Fairness Hearing, at which the Township will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 150 days of the approval of this Agreement by the Court after a Fairness Hearing, Cranford will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and adopt all ordinances required to be adopted as part of this Agreement. The Township will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Cranford's adopted Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Cranford shall also make its consulting planner and any

other relevant witnesses available for testimony at the Hearings. As long as the Affordable Housing Plan complies with the terms set forth herein, FSHC shall support the Township's application for approval of its Affordable Housing Plan at the Compliance Hearing. If the Court approves this Agreement after a Fairness Hearing, the parties hereto agree not to appeal the Court's approval. If the Court approves the Affordable Housing Plan following a Compliance Hearing, the parties agree that the Township will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. The parties further agree that the JOR shall insulate the Township and its Planning Board from, among other things, exclusionary zoning litigation through July 7, 2025.

23. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Cranford's Round 3 obligation is decreased to 352 or less, with any relevant appeal periods having passed, the Township may file a proposed form of Order, on notice to FSHC and the Township's Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, or in the event of a successful appeal pursuant to Paragraph 6 of this agreement, the Township shall be obligated to implement the Housing Element and Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the remaining portion of the Township's allocation of the Round 3 regional need, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for Round 3, the Township may carry over any resulting surplus credits to Round 4.

24. The Township shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Township and FSHC agree that the expenditures of funds contemplated in the Township's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of applicable law. Upon approval of its Spending Plan, the Township shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and

posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services.

25. On the first anniversary of the Judgment of Compliance and Repose, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Township may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

26. The Fair Housing Act includes two provisions regarding actions to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:

- a) For the midpoint realistic opportunity review due on July 7, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall provide the opportunity for the aforementioned entities to submit comments to the municipality regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
- b) For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the Judgment of Compliance and Repose, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall provide the opportunity for entities to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
- c) In addition to the foregoing postings, the Township may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

27. This Agreement may be enforced by the Township or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Union County. If FSHC determines that such action is necessary, the Township consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

28. The Township will ensure that the sum of \$50,000 in payment of fees and costs is conveyed to Fair Share Housing Center within 60 days of the approval of this Agreement by court order following a Fairness Hearing. The Township may enter into a separate agreement with Developer(s) for the payment of the entire fee of \$50,000.00 to be paid to FSHC, but failure to secure payment from Developer(s) shall not remove the requirement that \$50,000 shall be conveyed to FSHC within 30 days of the approval pursuant to a duly-notice fairness hearing. The Township agrees to enter into agreements with the developers that require the payment of the funds to their counsel to be held in escrow within 30 days of the execution of the agreements between the Township and intervenors and before the fairness hearing in this matter.

29. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Township and FSHC acknowledge that the parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

30. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

31. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

32. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the Township and FSHC.

33. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Michael J. Edwards, Esq.
Jeffrey R. Surenian & Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: MJE@Surenian.com

**WITH A COPY TO THE
TOWNSHIP ADMINISTRATOR:**

Township Administrator
Township of Cranford
Jamie Cryan
Cranford, NJ 07016
Email: j-cryan@cranfordnj.org

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

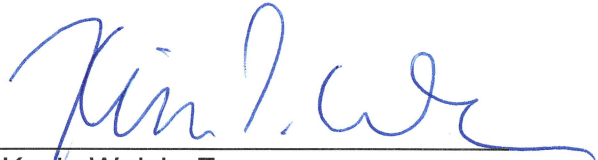
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

FAIR SHARE HOUSING CENTER:



By: _____



Kevin Walsh, Esq.
On Behalf of Fair Share Housing Center

Dated: November 8, 2019

Witness/Attest:

TOWNSHIP OF CRANFORD:

By: _____
Patrick Giblin, Mayor
On Behalf of the Township of Cranford

Dated: _____, 2019

EXHIBIT A
Vacant Land Analysis

ATTACHMENT A
LAND INVENTORY TABLES

**Class 1 (Private Vacant), Class 3A/3B (Farmland), and 4A (Commercial) Lands
Cranford Township, Union County, NJ**

SITE ID	BLOCK	LOT	LOCATION	OWNER	LAND USE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	TOTAL ENCLUMBERED AREA	TOTAL UNENCLUMBERED AREA	REMARKS	TOTAL DEVELOPABLE AREA
1	109	38	16 NOMAHEGAN CT	DI FABIO: EMILIO	1	0.28	-	-	-	0.28	EXCLUDED DUE TO SMALL SIZE	0.00
2	142	1	260 FIFTH AVE GARWOOD, NJ	MALCOLM: RICHARD/ERNST: TRICIA A	1	0.05	-	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
3	144	37	INDIAN SPRING RD	KAIN: LARRY	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
4	177	2.01	249 NORTH AVE W	THE TOWN BANK	1	0.33	-	-	-	0.33	EXCLUDED DUE TO SMALL SIZE	0.00
5	177	4.01	245 NORTH AVE W	THE TOWN BANK	1	0.12	-	-	-	0.12	EXCLUDED DUE TO SMALL SIZE	0.00
6	183	9.01	105 NORTH AVE W	GASPORT INC % BHUPENDRA LAL	1	0.34	-	-	-	0.34	EXCLUDED DUE TO SMALL SIZE	0.00
7	191	5	111-115 UNION AVE N	MONE BIA CORP	1	0.08	-	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
8	281	9	24 GARDEN ST	BUONTEMPO: MARY	1	0.23	-	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
9	285	24.01	237 CRANFORD AVE	CRANFORD AVE LLC	1	0.23	-	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
11	285	23	239 CRANFORD AVE	CRANFORD AVENUE LLC	1	0.15	-	-	-	0.15	EXCLUDED DUE TO SMALL SIZE	0.00
12	285	24	237 CRANFORD AVE	CRANFORD AVENUE LLC	1	0.16	-	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
13	291	3	ORANGE AVE	PALMADESSO GEN BLDG CONTRACTORS INC	1	0.07	-	-	-	0.07	EXCLUDED DUE TO SMALL SIZE	0.00
14	298	12	ROSELLE AVE	RUPP: RICHARD & JANET	1	0.03	-	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
15	303	5.02	212 CRANFORD AVE	HIGGINS: CHARLES R & SHEENA P	1	0.21	-	-	-	0.21	EXCLUDED DUE TO SMALL SIZE	0.00
16	304	4	12 BLOOMINGDALE AVE	CHIZZONITI, LINDA	1	0.43	-	-	-	0.43	EXCLUDED DUE TO SMALL SIZE	0.00
17	305	2.03	126 BLOOMINGDALE AVE	GARRETSON, JOHN & LAMAR, VERONICA	1	0.41	-	-	-	0.41	EXCLUDED DUE TO SMALL SIZE	0.00
18	310	10	204 UNION AVE N	MADORMA: MARIO	1	0.23	-	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
19	334	1	OSBORNE PL	MATUS: ROBERT & CAROL	1	0.04	-	-	-	0.04	EXCLUDED DUE TO SMALL SIZE	0.00
20	335	8.02	134 GROVE ST, ROSELLE PK	OLAZO: JOEL V & MERLIE S	1	0.03	-	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
21	335	11.01	CARPENTER PL REAR	HANSEN: KENNETH & MARILYN	1	0.01	-	-	-	0.01	EXCLUDED DUE TO SMALL SIZE	0.00
22	335	11.02	CARPENTER PL REAR	CHENG: SHING SHEUNG	1	0.03	-	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
23	335	12	CARPENTER PL REAR	KREIG: JOHN	1	0.03	-	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
24	335	14	CARPENTER PL REAR	RYBICKI: ZYGMUNT & FRANCISZKA	1	0.06	-	-	-	0.06	EXCLUDED DUE TO SMALL SIZE	0.00
25	335	15	CARPENTER PL REAR	VIEIRA: ROGERIO FRANCISCO	1	0.05	-	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
26	335	16	CARPENTER PL REAR	MOSSUCCO: FRANK & ANN	1	0.05	-	-	-	0.05	EXCLUDED DUE TO SMALL SIZE AND ADJACENT TO KNOWN CONTAMINATED SITE	0.00
27	340	1	MAGNOLIWOOD AVE	BRANFORD BUILDERS % WOODSIDE ASSO	1	0.31	-	0.31	0.31	0.00	EXCLUDED DUE TO SMALL SIZE	0.00
28	403	84.01	18 ELISE ST	PEIXOTO: ALVARO	1	0.34	-	0.34	0.34	0.00	EXCLUDED DUE TO SMALL SIZE	0.00
29	405	8	92 JAMES AVE	DE GEORGE: MICHELINA	1	0.17	-	-	-	0.17	EXCLUDED DUE TO SMALL SIZE	0.00
30	407	7	115 PRESTON AVE	DENICOLA, CARMINE P & DEBORAH	1	0.11	-	-	-	0.11	EXCLUDED DUE TO SMALL SIZE	0.00
31	420	2.01	74 BENJAMIN ST	DIORIO: ADALAGISA	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
32	445	32	26 CONNECTICUT ST	SNYDER: MINNA A, GAIL D	1	0.16	-	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
33	473	12	15 WASHINGTON PL	MEIER: WILLIAM E & JACQUELINE	1	0.19	-	-	-	0.19	EXCLUDED DUE TO SMALL SIZE AND ADJACENT TO KNOWN CONTAMINATED SITE	0.00
34	473	33	15 WOODLAWN AVE	CAMPOS: JORGE & ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
35	474	4.03	2 SOUTH AVE W	EAST COAST CRANFORD CROSSING LLC	1	0.47	-	-	-	0.47	EXCLUDED DUE TO SMALL SIZE AND ADJACENT TO KNOWN CONTAMINATED SITE	0.00
36	476	2.01	1 SOUTH AVE E	EAST COAST CRANFORD CROSSING LLC	1	0.34	-	-	-	0.34	EXCLUDED DUE TO SMALL SIZE	0.00
37	481	6.01	200 SOUTH AVE E	RIVERFRONT DEVELOPERS LLC	1	0.16	-	-	-	0.16	EXCLUDED DUE TO SMALL SIZE AND SITE IS A KNOWN CONTAMINATED SITE	0.00
38	481	6.02	206 SOUTH AVE E	RIVERFRONT DEVELOPERS, LLC	1	0.36	-	-	-	0.36	EXCLUDED DUE TO SMALL SIZE AND SITE IS A KNOWN CONTAMINATED SITE	0.00
39	481	9	214 SOUTH AVE E	RIVERFRONT DEVELOPERS, LLC	1	0.07	-	-	-	0.07	EXCLUDED DUE TO SMALL SIZE	0.00
40	487	24.01	34 GROVE ST	DELLA SERRA: FRANCES	1	0.17	-	-	-	0.17	EXCLUDED DUE TO SMALL SIZE	0.00
41	492	1.01	WALNUT AVE	PUBLIC SERVICE E & G CO % TAX DEPT	1	0.53	-	-	-	0.53	EXCLUDED DUE TO SMALL SIZE	0.00
42	514	4	8 HOLLYWOOD AVE	WITTING: LORRAINE	1	0.23	-	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
43	516	10.02	128 THOMAS ST	DELLA SALA: ROSE % GEORGE TOLL	1	0.20	-	-	-	0.20	EXCLUDED DUE TO SMALL SIZE	0.00
44	526	19	LEHIGH AVE N	336 CENTENNIAL AVE LLC	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
45	527	11	67 WINANS AVE	RANKIN: WARREN	1	0.11	-	-	-	0.11	EXCLUDED DUE TO SMALL SIZE	0.00
46	527	13	WINANS AVE	ARCHITECTURAL HOLDINGS LLC	1	0.21	-	-	-	0.21	EXCLUDED DUE TO SMALL SIZE AND ADJACENT TO KNOWN CONTAMINATED SITE	0.00
47	528	43.02	98 WINANS AVE	CRANFORD POINT, LLC	1	0.16	-	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
48	533	19	QUINE ST REAR	ASHLEY BUSINESS PARK LLC	1	0.04	-	-	-	0.04	EXCLUDED DUE TO SMALL SIZE	0.00
49	533	6.05	HEINRICH ST	TWIN OAKS REALTY DEVELOPMENT LLC	1	0.44	-	-	-	0.44	EXCLUDED DUE TO SMALL SIZE	0.00
50	534	12.06	12 HALE ST	MOSHE RG PROPERTY LLC	1	0.02	-	-	-	0.02	EXCLUDED DUE TO SMALL SIZE	0.00
51	534	12.07	14 HALE ST	MOSHE RG PROPERTY LLC	1	0.02	-	-	-	0.02	EXCLUDED DUE TO SMALL SIZE	0.00
52	534	12.08	16 HALE ST	MOSHE RG PROPERTY LLC	1	0.02	-	-	-	0.02	EXCLUDED DUE TO SMALL SIZE	0.00
53	534	12.09	18 HALE ST	MOSHE RG PROPERTY LLC	1	0.02	-	-	-	0.02	EXCLUDED DUE TO SMALL SIZE	0.00
54	534	12.10	20 HALE ST	MOSHE RG PROPERTY LLC	1	0.02	-	-	-	0.02	EXCLUDED DUE TO SMALL SIZE	0.00
55	534	12.18	HEINRICH ST	TWIN OAKS REALTY DEVELOPMENT	1	1.55	-	-	-	1.55	NOT ON TAX MAP; UNDERSIZED VACANT LAND ON BLOCK 534	0.00
56	535	1.02	43 HALE ST	FRANCESE:FRANK/PODBEREZNAK:ANDREW	1	0.11	-	-	-	0.11	EXCLUDED DUE TO SMALL SIZE AND ADJACENT TO KNOWN CONTAMINATED SITE	0.00
57	535	4.06	HALE ST	TWIN OAKS REALTY DEVELOPMENT	1	0.60	-	-	-	0.60	EXCLUDED DUE TO SMALL SIZE	0.00
58	538	3	600 SOUTH AVE E REAR	O'NEILL: JOSEPH F	1	0.12	-	-	-	0.12	EXCLUDED DUE TO SMALL SIZE	0.00
59	559	7	10 QUINE ST	PETRO PLASTICS CO	1	0.17	-	-	-	0.17	EXCLUDED DUE TO SMALL SIZE AND ADJACENT TO KNOWN CONTAMINATED SITE	0.00
60	564	1	ADJ GARDEN STATE PKWY	PUBLIC SERVICE E & G CO % TAX DEPT	1	0.24	-	-	-	0.24	EXCLUDED DUE TO SMALL SIZE	0.00
61	571	7	REAR OF LOT 8	DOWD: RAYMOND & REBECCA	1	0.03	-	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
62	571	9.01	HORY ST	LITTLE: ROESOHN & CYNTHIA	1	0.20	-	-	-	0.20	EXCLUDED DUE TO SMALL SIZE	0.00
63	574	7	184 BALTIMORE AVE	DRESCHNIOL: RICHARD MICHAEL	1	0.11	-	-	-	0.11	EXCLUDED DUE TO SMALL SIZE	0.00
64	575	1	BALTIMORE AVE	PIJANOWSKI: J & M, JOSEPH P	1	0.06	-	-	-	0.06	EXCLUDED DUE TO SMALL SIZE	0.00
65	575	2	909 BALTIMORE AVE	VAUPEL: ERNEST W & DONNA K	1	0.06	-	-	-	0.06	EXCLUDED DUE TO SMALL SIZE	0.00
66	594	8	496 CENTENNIAL AVE	DENNY: BRIAN T	1	0.18	-	-	-	0.18	EXCLUDED DUE TO SMALL SIZE	0.00
67	598	3.01	54 WALL ST	PIJANOWSKI: CHARLES J ET AL	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
68	598	3.02	52 WALL ST	PIJANOWSKI: CHARLES ET AL	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
69	598	3.03	50 WALL ST	PIJANOWSKI: CHARLES ET AL	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
70	608	4	ARTHUR ST	FAIR: JAMES ANDREW	1	0.09	-	-	-	0.09	EXCLUDED DUE TO SMALL SIZE	0.00
71	634	1	MYRTLE ST	HILAIRE: SUZANNE D/ORRICO: LISA D	1	0.04	-	-	-	0.04	EXCLUDED DUE TO SMALL SIZE	0.00
72	634	3	MYRTLE ST	HILAIRE: SUZANNE D/ORRICO: LISA D	1	0.09	-	-	-	0.09	EXCLUDED DUE TO SMALL SIZE	0.00

SITE ID	BLOCK	LOT	LOCATION	OWNER	LAND USE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	TOTAL ENCUMBERED AREA	TOTAL UNENCUMBERED AREA	REMARKS	TOTAL DEVELOPABLE AREA
73	638	4.01	AMSTERDAM AVE	CENTRAL CRANFORD ASSOCIATION	1	0.19	-	-	-	0.19	EXCLUDED DUE TO SMALL SIZE	0.00
74	640	10	JACKSON DR REAR	HUSOSKY: JOHN & SIMONE	1	0.01	-	-	-	0.01	EXCLUDED DUE TO SMALL SIZE	0.00
75	640	13	JACKSON DR REAR	HUSOSKY: JOHN & SIMONE	1	0.09	-	-	-	0.09	EXCLUDED DUE TO SMALL SIZE	0.00
76	640	9	JACKSON DR REAR	BARA: FREDERICK & MARY ANN	1	0.04	-	-	-	0.04	EXCLUDED DUE TO SMALL SIZE	0.00
77	642	5	653 RARITAN RD	GRABER ROGG INC	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
78	642	7	647 RARITAN RD	INVERNO: A & B / SPIRN: F & S	1	0.27	-	-	-	0.27	EXCLUDED DUE TO SMALL SIZE	0.00
79	642	9	MC KINLEY ST	MADORMA: MARIO % PNC REALTY	1	0.14	-	-	-	0.14	EXCLUDED DUE TO SMALL SIZE	0.00
80	151	14	SPRINGFIELD & BROOKSIDE	FAIRVIEW MANOR LLC	3B	5.27	-	5.27	5.27	0.00	EXCLUDED DUE TO 100-YR FLOOD PLAIN AND RIPARIAN ZONE	0.00
81	604	9	517 CENTENNIAL AVE	DARK ELF MANAGEMENT LLC	4A	0.44	-	-	-	0.44	EXCLUDED DUE TO SMALL SIZE	0.00
TOTAL LAND AREA CONTRIBUTING TO RDP OF PRIVATE VACANT LANDS:												0.00

SOURCE: NJ PROPERTY FAX, ACCESSED ON JULY 23, 2012.

**Class 15C (Public) Lands
Cranford Township, Union County, NJ**

SITE ID	BLOCK	LOT	LOCATION	OWNER	LAND USE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	TOTAL ENCUMBERED AREA	TOTAL UNENCUMBERED AREA	ROSI STATUS	REMARKS	TOTAL DEVELOPABLE AREA
1	101.01	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	30.19	15.69	26.89	27.13	3.06	ROSI	LENAPE PARK	0.00
2	101.02	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	6.13	1.34	5.81	5.81	0.32	ROSI	LENAPE PARK	0.00
3	102.01	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	9.44	9.44	9.44	9.44	-	ROSI	LENAPE PARK	0.00
4	102.02	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	14.50	14.50	14.50	14.50	-	ROSI	LENAPE PARK	0.00
5	102.03	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	8.56	4.82	7.31	7.90	0.66	ROSI	LENAPE PARK	0.00
6	102.04	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
7	102.05	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	0.54	-	0.54	0.54	-	ROSI	LENAPE PARK; EXCLUDED DUE TO SMALL SIZE	0.00
8	102.06	1	130 KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	0.71	-	0.71	0.71	-	ROSI	LENAPE PARK; EXCLUDED DUE TO SMALL SIZE	0.00
9	103	1	RIVERSIDE DR	UNION COUNTY DIV PARKS & RECREATION	15C	25.55	15.15	25.53	25.53	0.02	ROSI	NOMAHELAN PARK	0.00
10	104	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	2.85	2.41	2.85	2.85	-	ROSI	NOMAHELAN PARK	0.00
11	105	1	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	90.77	65.80	88.80	89.76	1.01	ROSI	NOMAHELAN PARK	0.00
12	109	36	NOMAHEGAN CT	TOWNSHIP OF CRANFORD	15C	0.05	-	0.01	0.01	0.04	-	EXCLUDED DUE TO SMALL SIZE	0.00
13	110	1	SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	0.41	-	-	-	0.41	ROSI	SPRINGFIELD/KENILWORTH; EXCLUDED DUE TO SMALL SIZE	0.00
14	112	8.01	SHAWNEE RD	TOWNSHIP OF CRANFORD	15C	0.04	-	-	-	0.04	-	EXCLUDED DUE TO SMALL SIZE	0.00
15	117	1	PAWNEE RD REAR	TOWNSHIP OF CRANFORD	15C	0.04	-	-	-	0.04	-	EXCLUDED DUE TO SMALL SIZE	0.00
16	117	25	RUTGERS RD	TOWNSHIP OF CRANFORD	15C	0.01	-	-	-	0.01	-	EXCLUDED DUE TO SMALL SIZE	0.00
17	130	1	COLBY LN - STRIP	TOWNSHIP OF CRANFORD	15C	0.07	-	-	-	0.07	-	EXCLUDED DUE TO SMALL SIZE	0.00
18	130	19	30 CORNELL RD REAR	TOWNSHIP OF CRANFORD	15C	0.04	-	-	-	0.04	-	EXCLUDED DUE TO SMALL SIZE	0.00
19	130	52	MAKATOM DR	TOWNSHIP OF CRANFORD	15C	0.02	-	-	-	0.02	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
20	130	65	GALLOWES HILL RD REAR	TOWNSHIP OF CRANFORD	15C	0.02	-	-	-	0.02	-	EXCLUDED DUE TO SMALL SIZE	0.00
21	138	58	BERGEN ST	TOWNSHIP OF CRANFORD	15C	6.40	2.94	-	2.94	3.47	ROSI	ROSI	0.00
22	140	11	2 CEDAR ST	TOWNSHIP OF CRANFORD	15C	0.19	-	-	-	0.19	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
23	141	1	BROOKSIDE PL	TOWNSHIP OF CRANFORD	15C	0.01	-	-	-	0.01	-	EXCLUDED DUE TO SMALL SIZE	0.00
24	143	3	2 FIFTH AVE	TOWNSHIP OF CRANFORD	15C	0.29	-	-	-	0.29	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
25	144	44	GALLOWES HILL RD REAR	TOWNSHIP OF CRANFORD	15C	0.0034	-	-	-	0.0034	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
26	144	45	GALLOWES HILL RD REAR	TOWNSHIP OF CRANFORD	15C	0.0014	-	-	-	0.0014	-	EXCLUDED DUE TO SMALL SIZE	0.00
27	158	27	BEECH ST	TOWNSHIP OF CRANFORD	15C	0.02	-	-	-	0.02	-	EXCLUDED DUE TO SMALL SIZE	0.00
28	160	27	ORCHARD ST	TOWNSHIP OF CRANFORD	15C	0.02	-	-	-	0.02	-	EXCLUDED DUE TO SMALL SIZE	0.00
29	162	35	RAMSGATE RD	TOWNSHIP OF CRANFORD	15C	0.04	-	-	-	0.04	-	EXCLUDED DUE TO SMALL SIZE	0.00
30	168	1	104 HAMPTON ST	TOWNSHIP OF CRANFORD	15C	1.17	-	1.17	1.17	-	ROSI	HAMPTON PARK	0.00
31	168	6	HAMPTON ST	TOWNSHIP OF CRANFORD	15C	0.12	-	0.12	0.12	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
32	174	23	SPRING GARDEN ST REAR	TOWNSHIP OF CRANFORD	15C	0.04	-	-	-	0.04	-	EXCLUDED DUE TO SMALL SIZE	0.00
33	177	5.02	243 NORTH AVE W REAR	TOWNSHIP OF CRANFORD	15C	0.02	-	-	-	0.02	-	EXCLUDED DUE TO SMALL SIZE	0.00
34	180	1	125 EASTMAN ST	UNION COUNTY DIV PARKS & RECREATION	15C	2.73	-	2.59	2.59	0.14	ROSI	MCCONNEL PARK	0.00
35	181	1	8 HOLLY ST	TOWNSHIP OF CRANFORD	15C	0.15	-	-	-	0.15	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
36	181	10	3 MILN ST	U S GOVERNMENT % GENERAL SERV ADM	15C	1.11	-	-	-	1.11	-	DEVELOPED SITE	0.00
37	182	1	2 MILN ST	TOWNSHIP OF CRANFORD	15C	0.03	-	-	-	0.03	-	EXCLUDED DUE TO SMALL SIZE	0.00
38	184	18	301 SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	0.73	-	0.73	0.73	-	ROSI	SPRINGFIELD TENNIS COURTS; EXCLUDED DUE TO SMALL SIZE	0.00
39	189	11.01	106 MILN ST	TOWNSHIP OF CRANFORD	15C	1.45	-	-	-	1.45	-	DEVELOPED SITE	0.00
40	190	1	15 NORTH AVE W	TOWNSHIP OF CRANFORD	15C	0.10	-	-	-	0.10	-	EXCLUDED DUE TO SMALL SIZE	0.00
41	191	10	36 ALDEN ST	TOWNSHIP OF CRANFORD	15C	0.25	-	-	-	0.25	-	EXCLUDED DUE TO SMALL SIZE; PARKING LOT	0.00
42	193	6.01	7 SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	1.38	-	-	-	1.38	-	DEVELOPED SITE	0.00
43	194	1	NORTH & SPRGFLD AVE	TOWNSHIP OF CRANFORD	15C	0.01	-	0.01	0.01	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
44	195	11	20 NORTH AVE E	TOWNSHIP OF CRANFORD	15C	0.58	-	0.44	0.44	0.14	-	EXCLUDED DUE TO SMALL SIZE; PARKING LOT	0.00
45	196	1.01	8 SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	2.35	-	1.90	1.90	0.45	-	DEVELOPED SITE	0.00
46	196	2.01	124 UNION AVE N	UNION COUNTY DIV PARKS & RECREATION	15C	1.91	-	1.90	1.90	0.01	ROSI	SPERRY PARK	0.00
47	200	32	RAHWAY RIVER	UNION COUNTY DIV PARKS & RECREATION	15C	0.09	-	0.09	0.09	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
48	202	26	151 KENILWORTH BLVD	UNION COUNTY % SHADE TREE COMM	15C	7.82	2.48	7.14	7.14	0.68	ROSI	ROSI	0.00
49	203	25	RIVERSIDE DR	TOWNSHIP OF CRANFORD	15C	0.04	-	0.04	0.04	-	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
50	210	7	STONE ST	TOWNSHIP OF CRANFORD	15C	0.35	-	-	-	0.35	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
51	211	5	STONE ST - STRIP W SIDE	TOWNSHIP OF CRANFORD	15C	0.07	-	-	-	0.07	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
52	212	15	HERNING AVE	TOWNSHIP OF CRANFORD	15C	0.01	-	-	-	0.01	-	EXCLUDED DUE TO SMALL SIZE	0.00
53	214	4.02	602 RIVERSIDE DR	TOWNSHIP OF CRANFORD	15C	0.10	-	0.10	0.10	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
54	215	12	15 RICHMOND AVE	TOWNSHIP OF CRANFORD	15C	0.20	-	0.20	0.20	-	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
55	216	11	103 EDGAR AVE	TOWNSHIP OF CRANFORD	15C	0.09	-	0.09	0.09	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
56	219	18	26 ELMORA AVE	TOWNSHIP OF CRANFORD	15C	0.11	-	0.02	0.02	0.09	-	EXCLUDED DUE TO SMALL SIZE	0.00
57	221	1	350 SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	0.67	-	0.04	0.04	0.62	-	PARK	0.00
58	222	13	CENTRAL AVE	TOWNSHIP OF CRANFORD	15C	0.02	-	-	-	0.02	-	EXCLUDED DUE TO SMALL SIZE	0.00
59	226	1	202 CENTRAL AVE	TOWNSHIP OF CRANFORD	15C	0.38	-	-	-	0.38	-	EXCLUDED DUE TO SMALL SIZE	0.00
60	226	18	RIVERSIDE DR	TOWNSHIP OF CRANFORD	15C	0.03	-	-	-	0.03	-	EXCLUDED DUE TO SMALL SIZE	0.00
61	233	27	DUNHAM AVE REAR	TOWNSHIP OF CRANFORD	15C	0.000122	-	-	-	0.000122	-	EXCLUDED DUE TO SMALL SIZE	0.00
62	233	39	5 OAK LN	TOWNSHIP OF CRANFORD	15C	0.20	-	-	-	0.20	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
63	242	1	RIDGE ST	TOWNSHIP OF CRANFORD	15C	3.64	1.19	-	1.19	2.46	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
64	242	2	RIDGE ST	TOWNSHIP OF CRANFORD	15C	0.39	0.03	-	0.03	0.36	-	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
65	243	1	RIDGE ST	TOWNSHIP OF CRANFORD	15C	1.71	-	-	-	1.71	ROSI	RIDGE STREET/BELMONT AVENUE	0.00
66	251	1	721 Orange Avenue	TOWNSHIP OF CRANFORD	15C	3.70	-	-	-	-	-	THEODORE ROOSEVELT PARK	0.00
67	251	4	1 PACIFIC AVE	TOWNSHIP OF CRANFORD	15C	0.53	-	-	-	0.53	ROSI	ORANGE AVENUE; EXCLUDED DUE TO SMALL SIZE	0.00
68	253	10	BELMONT AVE	TOWNSHIP OF CRANFORD	15C	0.06	-	-	-	0.06	-	EXCLUDED DUE TO SMALL SIZE	0.00
69	253	11	BIRCH ST	TOWNSHIP OF CRANFORD	15C	0.98	-	-	-	0.98	ROSI	ROSI	0.00
70	254	1	ORANGE AVE	TOWNSHIP OF CRANFORD	15C	0.81	-	-	-	0.81	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
71	255	1	1025 ORANGE AVE	TOWNSHIP OF CRANFORD	15C	10.68	-	-	-	10.68	ROSI	ORANGE AVENUE POOL	0.00
72	261	1	250 SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	0.24	-	0.24	0.24	-	ROSI	CANOE CLUB ACQ; EXCLUDED DUE TO SMALL SIZE	0.00
73	261	8	RIVERSIDE DR	UNION COUNTY DIV PARKS & RECREATION	15C	0.09	-	0.08	0.08	0.01	ROSI	RAHWAY RIVER PARKWAY; EXCLUDED DUE TO SMALL SIZE	0.00
74	262	1	50 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.67	-	0.44	0.44	0.23	ROSI	RAHWAY RIVER PARKWAY; EXCLUDED DUE TO SMALL SIZE	0.00
75	262	3.01	38 SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	2.16	-	1.84	1.84	0.32	ROSI	HANSON PARK	0.00
76	262	9	10 SPRINGFIELD AVE	TOWNSHIP OF CRANFORD	15C	0.67	-	0.26	0.26	0.41	ROSI	CRANES PARK; EXCLUDED DUE TO SMALL SIZE	0.00
77	263	1	1 RIVERSIDE DR	UNION COUNTY DIV PARKS & RECREATION	15C	1.08	-	1.08	1.08	-	ROSI	RAHWAY RIVER PARKWAY	0.00
78	264	1	102 ORANGE AVE	TOWNSHIP OF CRANFORD	15C	0.11	-	0.11	0.11	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
79	280	1	400 UNION AVE N	TOWNSHIP OF CRANFORD	15C	0.18	-	-	-	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00

SITE ID	BLOCK	LOT	LOCATION	OWNER	LAND USE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	TOTAL ENCUMBERED AREA	TOTAL UNENCUMBERED AREA	ROSI STATUS	REMARKS	TOTAL DEVELOPABLE AREA
80 281		11.02	219 CRANFORD AVE	TOWNSHIP OF CRANFORD	15C	0.21	-	-	-	0.21		EXCLUDED DUE TO SMALL SIZE	0.00
81 282		6	PACIFIC AVE	TOWNSHIP OF CRANFORD	15C	1.75	-	-	-	1.75	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
82 282		7	PACIFIC AVE	TOWNSHIP OF CRANFORD	15C	0.82	-	-	-	0.82	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
83 282		8	537 UNION AVE N	TOWNSHIP OF CRANFORD	15C	0.25	-	-	-	0.25	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
84 284		1	PACIFIC AVE & UNION AVE N	TOWNSHIP OF CRANFORD	15C	0.29	-	-	-	0.29	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
85 285		12	160 GARDEN ST	TOWNSHIP OF CRANFORD	15C	0.18	-	-	-	0.18		EXCLUDED DUE TO SMALL SIZE	0.00
86 285		17	253 CRANFORD AVE	TOWNSHIP OF CRANFORD	15C	0.18	-	-	-	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
87 287		16	HASKINS AVE	TOWNSHIP OF CRANFORD	15C	4.91	-	-	-	4.91	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
88 288		1	PACIFIC AVE	TOWNSHIP OF CRANFORD	15C	4.29	-	-	-	4.29	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
89 293		2	210 BIRCHWOOD AVE	TOWNSHIP OF CRANFORD	15C	30.85	0.05	0.27	0.32	30.53		CONSERVATION CENTER	0.00
90 295		1	CRANFORD AVE	TOWNSHIP OF CRANFORD	15C	1.19	-	-	-	1.19		CONSERVATION CENTER	0.00
91 296		1	266 BLOOMINGDALE AVE	TOWNSHIP OF CRANFORD	15C	0.07	-	-	-	0.07		EXCLUDED DUE TO SMALL SIZE	0.00
92 296		5	BLOOMINGDALE AVE	TOWNSHIP OF CRANFORD	15C	0.03	-	-	-	0.03		EXCLUDED DUE TO SMALL SIZE	0.00
93 299		1	CRANFORD & BLOOMINGDALE	TOWNSHIP OF CRANFORD	15C	2.45	-	-	-	2.45	ROSI	ROSI	0.00
94 300		10	263 BLOOMINGDALE AVE	TOWNSHIP OF CRANFORD	15C	0.12	-	-	-	0.12		EXCLUDED DUE TO SMALL SIZE	0.00
95 303		13	242 CRANFORD AVE	TOWNSHIP OF CRANFORD	15C	0.38	-	-	-	0.38		EXCLUDED DUE TO SMALL SIZE	0.00
96 303		14	250 CRANFORD AVE	TOWNSHIP OF CRANFORD	15C	0.20	-	-	-	0.20	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
97 303		15	127 BLOOMINGDALE AVE	TOWNSHIP OF CRANFORD	15C	0.70	-	-	-	0.70	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
98 303		6	216 CRANFORD AVE	TOWNSHIP OF CRANFORD	15C	0.26	-	-	-	0.26		EXCLUDED DUE TO SMALL SIZE	0.00
99 305		4.01	4 HASKINS AVE	TOWNSHIP OF CRANFORD	15C	0.31	-	-	-	0.31		EXCLUDED DUE TO SMALL SIZE	0.00
100 309		13	HAMILTON AVE	TOWNSHIP OF CRANFORD	15C	0.01	-	-	-	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
101 312		18	NORTH AVE E	TOWNSHIP OF CRANFORD	15C	0.07	-	0.07	0.07	-		EXCLUDED DUE TO SMALL SIZE	0.00
102 313		1	6 CENTENNIAL AVE	TOWNSHIP OF CRANFORD	15C	0.18	-	0.18	0.18	-		EXCLUDED DUE TO SMALL SIZE; DEVELOPED SITE	0.00
103 317		15	326 NORTH AVE E	TOWNSHIP OF CRANFORD	15C	0.71	-	-	-	0.71		EXCLUDED DUE TO SMALL SIZE; PARKING LOT	0.00
104 319		10	364 NORTH AVE E	TOWNSHIP OF CRANFORD	15C	1.31	-	-	-	1.31		DEVELOPED SITE	0.00
105 320		57	SAILER ST REAR	TOWNSHIP OF CRANFORD	15C	0.06	-	-	-	0.06		EXCLUDED DUE TO SMALL SIZE	0.00
106 322		18	100 LAMBERT ST	TOWNSHIP OF CRANFORD	15C	1.77	-	-	-	1.77	ROSI	ADAMS PARK	0.00
107 322		19	VAN BEUREN AVE	TOWNSHIP OF CRANFORD	15C	0.16	-	-	-	0.16	ROSI	VAN BUREN PARK; EXCLUDED DUE TO SMALL SIZE	0.00
108 323		13	VAN BEUREN AVE REAR	TOWNSHIP OF CRANFORD	15C	0.63	-	-	-	0.63	ROSI	EXCLUDED DUE TO SMALL SIZE; ROSI	0.00
109 323		14	39 WADE AVE	TOWNSHIP OF CRANFORD	15C	0.06	-	-	-	0.06		EXCLUDED DUE TO SMALL SIZE	0.00
110 324		22	ALBANY AVE	TOWNSHIP OF CRANFORD	15C	0.20	-	-	-	0.20		EXCLUDED DUE TO SMALL SIZE; LANDLOCKED	0.00
111 325		1	101 LAMBERT ST	TOWNSHIP OF CRANFORD	15C	3.27	-	-	-	3.27	ROSI	ROSI	0.00
112 326		1	VAN BEUREN AVE	TOWNSHIP OF CRANFORD	15C	1.15	-	-	-	1.15	ROSI	ROSI	0.00
113 327		1	VAN BEUREN AVE	TOWNSHIP OF CRANFORD	15C	0.75	-	-	-	0.75	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
114 328		1	PINEWOOD AVE	TOWNSHIP OF CRANFORD	15C	0.01	-	0.01	0.01	-		EXCLUDED DUE TO SMALL SIZE	0.00
115 331		1	MAGNOLIAWOOD AVE	TOWNSHIP OF CRANFORD	15C	0.09	0.07	0.08	0.08	0.01	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
116 331		2	MAGNOLIAWOOD AVE	UNION COUNTY	15C	0.28	0.08	0.28	0.28	0.00		LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
117 333		1.01	NORTH AVE E	N J DEPT OF TRANSPORTATION	15C	0.39	-	-	-	0.39		EXCLUDED DUE TO SMALL SIZE	0.00
118 334		14	CARPENTER PL REAR	TOWNSHIP OF CRANFORD	15C	0.20	-	-	-	0.20		EXCLUDED DUE TO SMALL SIZE; ROW	0.00
119 335		10	29 CARPENTER PL	TOWNSHIP OF CRANFORD	15C	0.42	0.10	0.42	0.42	-	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
120 336		1	41 CARPENTER PL	TOWNSHIP OF CRANFORD	15C	0.19	0.12	0.19	0.19	-	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
121 336		2	43 CARPENTER PL	TOWNSHIP OF CRANFORD	15C	0.19	0.13	0.19	0.19	-	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
122 336		3	45 CARPENTER PL	TOWNSHIP OF CRANFORD	15C	0.25	0.18	0.25	0.25	-	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
123 339		1	OSBORNE & HENRY PL	TOWNSHIP OF CRANFORD	15C	0.12	-	-	-	0.12	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
124 340		2	CARPENTER PL	TOWNSHIP OF CRANFORD	15C	1.38	0.42	0.83	0.83	0.55	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
125 340		3	101 CARPENTER PL	TOWNSHIP OF CRANFORD	15C	0.29	0.19	0.29	0.29	-	ROSI	LOT RENUMBERED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
126 402		14	18 BURNSIDE AVE	TOWNSHIP OF CRANFORD	15C	0.13	-	0.01	0.01	0.12		EXCLUDED DUE TO SMALL SIZE	0.00
127 402		16	22 BURNSIDE AVE	TOWNSHIP OF CRANFORD	15C	0.13	-	0.02	0.02	0.11		EXCLUDED DUE TO SMALL SIZE	0.00
128 402		18	25 ELISE ST	TOWNSHIP OF CRANFORD	15C	0.69	-	0.69	0.69	-		EXCLUDED DUE TO SMALL SIZE	0.00
129 403		34	30 ELISE ST	TOWNSHIP OF CRANFORD	15C	0.33	-	0.33	0.33	-		EXCLUDED DUE TO SMALL SIZE	0.00
130 403		54	85 JOHNSON AVE	TOWNSHIP OF CRANFORD	15C	0.17	-	-	-	0.17		JOHNSON AVENUE LOT; EXCLUDED DUE TO SMALL SIZE	0.00
131 403		56.01	60 JOHNSON AVE	TOWNSHIP OF CRANFORD	15C	1.92	-	-	-	1.92	ROSI	JOHNSON AVENUE LOT	0.00
132 403		6	116 NEW ST	TOWNSHIP OF CRANFORD	15C	0.06	-	-	-	0.06	ROSI	NEW STREET LOT; EXCLUDED DUE TO SMALL SIZE	0.00
133 403		67.01	36 JOHNSON AVE	TOWNSHIP OF CRANFORD	15C	0.34	-	0.34	0.34	-	ROSI	JOHNSON AVENUE LOT; EXCLUDED DUE TO SMALL SIZE	0.00
134 405		1	130 BESLER AVE	TOWNSHIP OF CRANFORD	15C	0.07	-	-	-	0.07		EXCLUDED DUE TO SMALL SIZE	0.00
135 412		20	12 BESLER AVE	TOWNSHIP OF CRANFORD	15C	0.06	-	-	-	0.06		EXCLUDED DUE TO SMALL SIZE	0.00
136 416		26	14 NEW ST	TOWNSHIP OF CRANFORD	15C	0.07	-	-	-	0.07		EXCLUDED DUE TO SMALL SIZE	0.00
137 421		23	81 BENJAMIN ST	TOWNSHIP OF CRANFORD	15C	0.13	-	-	-	0.13	ROSI	BENJAMIN STREET LOT; EXCLUDED DUE TO SMALL SIZE	0.00
138 421		3.01	15 LINCOLN AVE W	TOWNSHIP OF CRANFORD	15C	2.35	-	-	-	2.35	ROSI	LINCOLN PARK	0.00
139 427		1	DENMAN RD	TOWNSHIP OF CRANFORD	15C	0.05	-	-	-	0.05	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
140 431		23	316 RETFORD AVE	TOWNSHIP OF CRANFORD	15C	0.14	-	-	-	0.14		EXCLUDED DUE TO SMALL SIZE	0.00
141 434		30	RETFORD AVE REAR	TOWNSHIP OF CRANFORD	15C	0.01	-	-	-	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
142 435		1	400 UNION AVE S	UNION COUNTY DIV PARKS & RECREATION	15C	8.28	1.33	-	1.33	6.95	ROSI	RAHWAY RIVER PARKWAY	0.00
143 443		2.01	LEWIS ST	TOWNSHIP OF CRANFORD	15C	0.88	-	-	-	0.88	ROSI	LEWIS STREET	0.00
144 444		10	LEWIS ST	TOWNSHIP OF CRANFORD	15C	1.38	-	-	-	1.38	ROSI	DENMAN-LEWIS CORNER	0.00
145 473		36	WOODLAWN AVE - STRIP	TOWNSHIP OF CRANFORD	15C	0.01	-	-	-	0.01		EXCLUDED DUE TO SMALL SIZE	0.00
146 474		4.02	4 UNION AVE S	TOWNSHIP OF CRANFORD	15C	0.47	-	-	-	0.47		EXCLUDED DUE TO SMALL SIZE; PARKING LOT	0.00
147 479		3	201 SOUTH AVE E	N J TRANSIT CORP	15C	1.66	-	0.53	0.53	1.13		TRAIN STATION PARKING AREA	0.00
148 481		1.01	230 SOUTH AVE E	UNION COUNTY DIV PARKS & RECREATION	15C	0.61	-	0.59	0.59	0.02	ROSI	RAHWAY RIVER PARKWAY; EXCLUDED DUE TO SMALL SIZE	0.00
149 481		1.02	230 SOUTH AVE E REAR	TOWNSHIP OF CRANFORD	15C	0.03	-	0.03	0.03	-		RAHWAY RIVER PARKWAY; EXCLUDED DUE TO SMALL SIZE	0.00
150 482		1	636 LINCOLN PARK E	UNION COUNTY DIV PARKS & RECREATION	15C	2.62	1.37	0.93	1.52	1.10	ROSI	RAHWAY RIVER PARKWAY	0.00
151 483		1	213 HIGH ST	UNION COUNTY DIV PARKS & RECREATION	15C	4.02	-	4.00	4.00	0.02	ROSI	RAHWAY RIVER PARKWAY	0.00
152 483		17.01	41 HIGH ST	TOWNSHIP OF CRANFORD	15C	0.69	-	0.69	0.69	-		EXCLUDED DUE TO SMALL SIZE; PARKING LOT	0.00
153 485		30.11	220-224 WALNUT AVE	TOWNSHIP OF CRANFORD	15C	2.04	-	-	-	2.04		DEVELOPED SITE	0.00
154 488		8	150 LINCOLN AVE E	TOWNSHIP OF CRANFORD	15C	3.98	-	-	-	3.98	ROSI	SHERMAN PARK	0.00
155 493		12	650 HIGH ST	UNION COUNTY DIV PARKS & RECREATION	15C	8.68	-	3.15	3.15	5.53	ROSI	RAHWAY RIVER PARKWAY	0.00
156 495		12	195 LEHIGH AVE N	TOWNSHIP OF CRANFORD	15C	0.34	-	-	-	0.34		EXCLUDED DUE TO SMALL SIZE; TUNNEL	0.00
157 496		4	106 HAWTHORN ST	TOWNSHIP OF CRANFORD	15C	0.43	-	-	-	0.43		EXCLUDED DUE TO SMALL SIZE	0.00
158 500		19	1 HAWTHORN ST	UNION COUNTY DIV PARKS & RECREATION	15C	0.26	-	0.04	0.04	0.22	ROSI	RAHWAY RIVER PARKWAY; EXCLUDED DUE TO SMALL SIZE	0.00
159 505		8	LINCOLN PARK E	UNION COUNTY	15C	1.24	0.47	0.01	0.47	0.77		RAHWAY RIVER PARKWAY	0.00
160 508		20	CENTENNIAL AVE REAR	TOWNSHIP OF CRANFORD	15C	0.02	-	-	-	0.02		EXCLUDED DUE TO SMALL SIZE	0.00
161 517		8	212 CENTENNIAL AVE	TOWNSHIP OF CRANFORD	15C	0.19	-	-	-	0.19		EXCLUDED DUE TO SMALL SIZE; PARKING LOT	0.00
162 527		4	WINANS AVE	TOWNSHIP OF CRANFORD	15C	0.01	-	-	-	0.01		EXCLUDED DUE TO SMALL SIZE	0.00

Table 2: Third Round RDP Calculation Township of Cranford, Union County, New Jersey		
Project	Density	RDP
RDP established by JOR (2013) For Block 573, Lots 9, 10, & 12.02, Block 574, Lots 14 & 15, and Block 606, Lots 1, 2, 3, 4, & 5	8 units/acre	5 units
<i>Changed Circumstances</i>		
310 Centennial Avenue project (Block 525, Lot 5) Approved via Zoning Board of Adjustment Resolution dated April 24, 2017. Mixed-use three-story project located in the Village Commercial District consisting of 20 residential apartments located on the second and third floors with retail use on the first floor. In the absence of a Mandatory Set-Aside Ordinance at the time of approval, the Township signed a Settlement Agreement with the property owner stipulating that the Owner will deed-restrict two (2) of the Project's one-bedroom units as affordable housing units.	41.67 units/acre	41.67 DU/AC x 0.48 acres → 4 affordable unit set-aside
Hartz Mountain (Block 541, Lot 2) On March 27, 2017 the zoning department received an application from Hartz Mountain to rezone the property from C-3 Commercial to Residential. The application is in front of the Planning Board.	18 units/acre	18 DU/AC x 24.5 acres ¹ = 205 → 88 affordable unit set-aside
109 Walnut (Block 478, Lots 10,11,12,13) Approved via Zoning Board of Adjustment Resolution dated June 19, 2017. Mixed-use three-story project located in the Downtown Business District consisting of 24 residential apartments located on the second	50 units/acre	50 DU/AC x 0.48 acres = 24 → 5 affordable unit set-aside

and third floors with a restaurant and residential parking on the first floor. The resolution stipulated that “there shall be one one-bedroom apartment that is affordable, two two-bedroom apartments that are affordable, and one three-bedroom apartment that is affordable”		
E.F. Britten & Co. (Block 474, Lot 1) Property located in the Downtown Business District along South Avenue which has been put on the market for sale. The property is 0.75 acres.	20 units/acre	20 DU/AC x 0.75 acres = 15 → 3 affordable unit set-aside
North Avenue Redevelopment Block 193(Block 193, Lots 10, 11, 12, 13, 14, & Portion of 6.01) Properties are located in the Downtown Core District. Lots 6.01 and 14 are Township owned—Lots 10, 11, 12, & 13 are privately owned.	30 units/acre	30 DU/AC x 1.41 acres = 42 → 8 affordable unit set-aside
201 Walnut (Wells Fargo) – Family rental		8 Unit RDP
Riverfront – Family Rental (Block 481; Lots 1.02, 2.01 and 3-9)		3 unit RDP
Woodmont – Family Rental (Block 511, Lot 1)	32 units/acre	3 Unit RDP
Neddlepoint – Family rental (Block 480, Lot 1)	Mixed use site 3 total units and first floor Non-residential floor area	1 Unit RDP
Myrtle Special Needs (Block 574, Lots 14 & 15 & Block 573, Lot 9) (inclusionary) the group home is: ((Block 573, Lots 12.02 & 10)	10 units/acre	10 DU/AC x .919 = 10 units → 2 affordable unit set-aside
Existing Sites		
SERV (Block 569, Lot 8)	--	1 bedrooms
Total		RDP = 131 units
¹ Based on conservative estimate and removal of 6 acres from 30.5 acre site to be used by PSE&G based on letter from PSE&G to the Township, dated March 30, 2018 which		

stated “PSE&G desires to purchase 10 to 12 of the 30.5 acres at the [Hartz Mountain] site. The electric station is necessary to address aging electric infrastructure in the vicinity to ensure continued reliable service for all residents. Hartz Mountain has confirmed negotiations with PSE&G during Planning Board testimony. Acreage subject to ongoing negotiations and land acquisition. However, even if those negotiations fail, the Township does have the power to condemn to protect the interests of the citizens in the PSE&G service area.

**The RDP for both Riverfront and Woodmont represent the portion of the project utilized to address the Round 3 RDP.*

EXHIBIT B

Exhibit B: Overlay Zones Portion of Cranford Township Union County, NJ October 2019

Legend

Elise/Burnside

Park Street Block

Downtown Overlay

D-B

D-C

D-T



Data Sources:
NGIN Parcels and MCD IV data
NJDOT Roadway Network

BANISCH
ASSOCIATES, INC.
Planning and Design

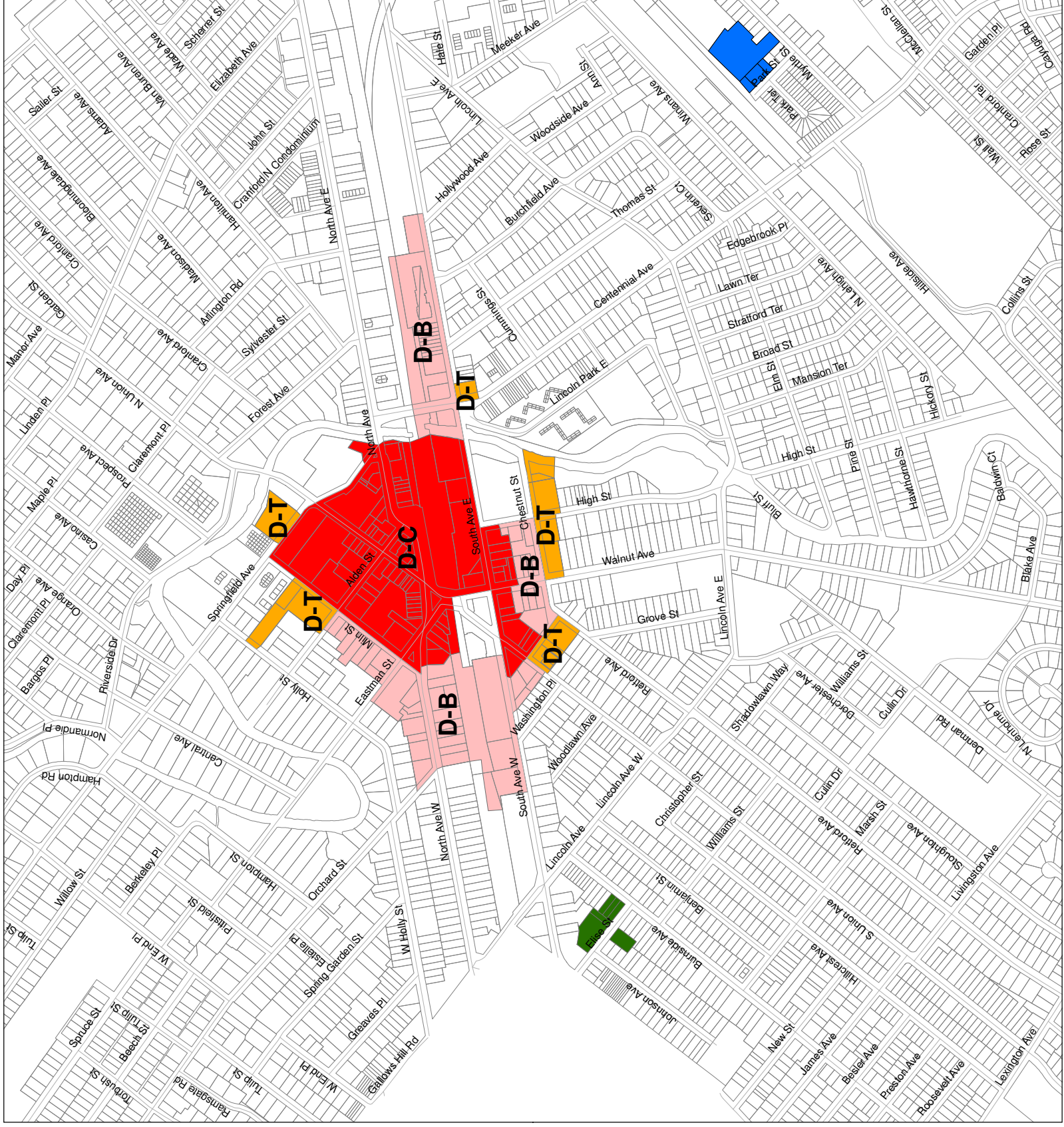


EXHIBIT C: 2019 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***		Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$66,607	\$71,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602	2.6%	4.73%	\$183,994
	Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481			
	Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801			
	Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680			
Region 2 Essex, Morris, Union and Warren	Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013	2.6%	5.67%	\$193,321
	Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410			
	Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$62,476	\$66,506			
	Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156	2.6%	9.64%	\$225,261
	Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925			
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078			
	Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847			
Region 4 Mercer, Monmouth and Ocean	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082	2.6%	3.91%	\$193,919
	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865			
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041			
	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825			
Region 5 Burlington, Camden and Gloucester	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932	2.6%	3.09%	\$166,981
	Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146			
	Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466			
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289	2.6%	5.15%	\$143,713
	Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031			
	Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644			
	Very Low	\$16,114	\$17,265	\$18,416	\$20,718	\$23,020	\$23,941	\$24,862	\$26,703	\$28,545	\$30,387			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.