

*In the Matter of the Application of the Borough of Sea Girt for a Judgment of Compliance,
County of Monmouth, Docket No.: MON-2312-20*

THIS SETTLEMENT AGREEMENT is made on this 26 day of April 2023, by and between the Borough of Sea Girt, with offices located at 321 Baltimore Boulevard, Sea Girt, New Jersey 08750 (“Sea Girt” or “Borough”) and Fair Share Housing Center, Inc., with offices located at 501 Park Boulevard, Cherry Hill, NJ 08002 (“FSHC”) (collectively hereinafter referred to herein as the “Parties”).

RECITALS

WHEREAS, pursuant to In Re Adoption of N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (“Mount Laurel IV”), on July 24, 2020, the Borough filed the above-captioned complaint for declaratory judgment, seeking a declaration of its compliance with the Mount Laurel doctrine and the New Jersey Fair Housing Act of 1986, N.J.S.A. 52:27D-301 et. seq. (the “FHA”); and

WHEREAS, the Borough having simultaneously sought and ultimately secured an Order from the trial court protecting Sea Girt from all exclusionary zoning lawsuit while it proposes approval of its Fair Share Plan; and

WHEREAS, In accordance with Mount Laurel IV, FSHC is a Supreme Court-designated interested party in this matter; and

WHEREAS, the trial court having also appointed Kendra Lelie, P.P., A.I.C.P. as the “Special Master” in this case as customary in Mount Laurel matters; and

WHEREAS, the Parties recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and have engaged in good faith negotiations with the assistance of the Special Master; and

WHEREAS, the Parties having reached an amicable agreement on the various substantive provisions, terms and conditions delineated herein now wish to present that settlement to the trial court for approval; and

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. At this particular time in the process resulting from the Supreme Court’s Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, the Parties recognize and agree that it is appropriate for the Borough and FSHC to enter into this Agreement settling the Borough’s Third Round Present and Prospective Need obligations instead of pursuing plenary adjudication of the Borough’s Mount Laurel obligation.

2. The Effective Date of this Agreement shall be the latest date on which all Parties have executed the Agreement.

3. FSHC and the Borough hereby agree that Sea Girt’s affordable housing obligations are as follow:

Rehabilitation/Present Need Obligation (pursuant to Kinsey Report ¹)	0
Prior Round Prospective Need Obligation (pursuant to N.J.A.C. 5:93)	115
Third Round (1999-2025) Prospective Need Obligation (pursuant to Kinsey Report, and as adjusted by and through this Agreement)	171

4. **Rehabilitation/Present Need Obligation.** The Borough does not have a Present Need Rehabilitation obligation.

5. **Gap Period Present Need Obligation.** For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which, as recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), is a measure of households formed between 1999 and 2015 that need affordable housing.

6. **Prior and Third Round Prospective Need Obligation.** Sea Girt has Prior Round Prospective Need obligation of 115 units and a Third Round Prospective Need obligation of 171, for a cumulative total fair share obligation of 286 affordable units.

7. **Vacant Land Adjustment.** Pursuant to N.J.A.C. 5:93-4.2, the Parties agree that Sea Girt is entitled to an adjustment of its Prior Round and Third Round Prospective Need obligation due to the lack of developable vacant land in Sea Girt available to meet its fair share obligation. For the purposes of settlement only, the Parties agree that Sea Girt’s vacant land adjustment, attached hereto as Exhibit A, results in the calculation of a Realistic Development Potential (hereinafter “RDP”) of 5 units. Accordingly, Sea Girt’s remaining Prior and Third Round unmet need is 281 affordable units.

8. Sea Girt shall address its 5-unit RDP through the following compliance mechanism:

- a. **Inclusionary Development-Sitar Site:** Pursuant to the Settlement Agreement between 501 Washington Blvd, LLC 503 Washington Blvd, LLC Sea Girt Fifth Avenue LLC and Sitco Sea Girt, LLC (“Developer”) and the Borough, settling the builder’s remedy action, 501 Washington Blvd, LLC 503 Washington Blvd, LLC Seat Girt Fifth Avenue LLC and Sitco Sea Girt, LLC v. Borough of Sea

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

Girt, Borough Council of Sea Girt, and Sea Girt Planning Board, Docket No.: Mon-L-102-20, the Borough has rezoned Block 76, Lots 1 and 2 and Block 77, Lots 16 and 17 owned by Developer to create a realistic opportunity for the construction and development of nine (9) family rental units, including three (3) family non-age-restricted affordable rental units set aside for very-low, low and moderate-income households on a portion of the parcels designated at the North Property and ten (10) market rate multifamily dwellings on a portion of the parcels designated as the South property in a manner consistent with the Resolution of the Sea Girt Planning Board dated May 18, 2022 attached to Exhibit B. The three (3) affordable units shall consist of one (1) very low-income 2-bedroom unit (reserved for households earning 30% or less of median income), 1 low-income 2-bedroom unit (reserved for households earning 50% or less of median income); and 1 moderate-income 1-bedroom unit (reserved for households earning 80% or less of median income).

- b. As the Settlement Agreement between Developer and the Borough requires the Developer to provide three (3) affordable family rental housing units as part of the Sitar Site Inclusionary Development, this is the needed ‘firm commitment’ to generate the maximum two (2) upfront rental bonuses (maximum rental bonuses calculated based on 0.25 of 5-unit RDP = 1.25, rounded up to two (2) minimum rental units or two (2) maximum rental bonuses). Thus, the total of three (3) affordable credits and rental bonuses (3 affordable rental units plus 2 rental bonuses = 5 total credits/bonuses) from the Sitar Site Inclusionary Development will fully address the Borough’s 5-unit RDP.

9. **Unmet Need Obligation.** Sea Girt’s 5-unit RDP subtracted from its cumulative prospective need obligation of 286 units results in a remaining unmet need obligation of 281 affordable units, which shall be addressed through the Borough’s implementation of the following compliance mechanisms:

- a. **2 East/West Convenience Commercial Overlay Inclusionary Zoning:** Sea Girt shall adopt overlay inclusionary zoning on select parcels in the 2 East Convenience Commercial and 2 West Convenience Commercial zones to permit multi-family inclusionary 2story residential development over ground floor commercial. The affordable housing set-aside shall be twenty percent (20%) for both rental and for-sale affordable units. The form of ordinance shall be finalized through collaboration between FSHC, the Special Master and representatives of the Borough and adopted by the Borough in accordance with paragraph 18(a) below.

1 West Overlay: Sea Girt shall adopt overlay inclusionary zoning on select parcels in the 1 West Single Family zone to permit multi-family inclusionary 2-story residential development over ground floor commercial with a twenty percent (20%) set-aside for both rental and for-sale affordable units. The form of ordinance shall be finalized through collaboration between FSHC, the

Special Master and representatives of the Borough and adopted by the Brough in accordance with paragraph 18(a) below.

- c. Mandatory Borough-Wide Affordable Housing Set-Aside Ordinance: Sea Girt shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential development of five (5) units or more. The set aside for both rental and for-sale developments shall be twenty percent (20%). 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 (5) or more. See Mandatory Set-Aside Ordinance attached hereto as Exhibit C.
- d. Development Fee Ordinance: Sea Girt shall implement an approved Development Fee Ordinance for all new non-residential development and new non-inclusionary housing units. The Ordinance shall provide for the Borough's collection of residential fees for all residential expansions that increase said residential square footage by the creation of a new bedroom. The form of Ordinance shall be finalized through collaboration between FSHC, the Special Master and representatives of the Borough and adopted by the Borough in accordance with paragraph 18(a) below.

10. Sea Girt shall require thirteen percent (13%) of all units referenced in this Agreement, with the exception of those units 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.

11. Recreation and Open Space Inventory. The Borough shall execute and record Deeds of Open Space Easements at the time the Court approves this Settlement Agreement restricting the properties identified below for the exclusive purposes of public park, recreation and open space uses: Block 84, Lot 20, Block 78, Lot 1, Block 91, Lot 1 and Block 84, Lot 1. See Deeds of Open Space Easements attached hereto as Exhibit D.

12. Sea Girt shall meet its Prior Round and Third Round Prospective Need obligation of 281 units in accordance with the following Mount Laurel standards:

- a. Rental bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least fifty percent (50%) of the units addressing Sea Girt's Prior Round and Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent (25%) of Sea Girt's Prior Round and Third Round Prospective Need shall be met through rental units, including at least half of the rental units being made available to families.

- d. At least fifty percent (50%) of the units addressing Sea Girt's Prior Round and Third Round Prospective Need shall be non-age-restricted units available to families.
- e. Sea Girt agrees to comply with the Council of Affordable Housing ("COAH")'s Prior Round age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its cumulative Prior Round and Third Round fair share obligation.

13. **Affirmative Marketing Plan.** As part of its Housing Element and Fair Share Plan ("HEFSP"), Sea Girt must prepare an Administrative Marketing Plan and shall include the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN, Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, Trenton Branches of the NAACP, and the Supportive Housing Association. As part of its regional affirmative marketing strategies during implementation of the affirmative marketing plan, the Borough and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations. The affirmative marketing plan shall include posting of all affordable units on the New Jersey Housing Resource Center ("HRC") website in accordance with applicable law. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this Paragraph.

14. **Affordability Controls.** In all development that produces affordable housing, the Parties agree that the following terms shall apply:

- a. All affordable housing units shall be governed by and fully comply with affordability controls and affirmative marketing requirements of the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1 et seq. ("UHAC"), or any successor regulation, including without limitation, the required bedroom and income distribution, with the sole exception that, in lieu of the ten percent (10%) of the affordable units in rental projects being required to be at thirty-five percent (35%) of the median income, thirteen percent (13%) of the affordable units in such projects shall be required to be at thirty percent (30%) or less of the median income pursuant to the FHA and all other applicable law.
- b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the FHA, and the affordability controls shall remain unless and until the Borough, in its sole discretion, takes action to extend or release the unit

from such controls after at least thirty (30) years. If the Borough acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the income-eligible occupant household in accordance with N.J.A.C. 5:80-26.11(b).

- c. In inclusionary developments, the affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
- d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law.
- f. The Borough, as part of its HEFSP, shall adopt appropriate and comprehensive implementing fair share ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. This paragraph does not create any additional obligations beyond those specifically identified in this Agreement.

15. **Income Limits.** Income limits for all units that are part of the Borough's HEFSP required by this Agreement and for which income limits are not already established through a federal program exempted from UHAC, pursuant to N.J.A.C. 5: 80-26.1, shall be updated by Sea Girt annually within thirty (30) days of the publication of determinations of median income by the U.S. Department of Housing and Urban Development ("HUD") as follows:

- a. Regional income limits shall be established for the region that Sea Girt is located within (i.e. Region 4) 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 Borough'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 (80%) 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 (50%) 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 (30%) 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 E, are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2022, and shall be utilized until the Borough 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 Sea Girt 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 enter an order implementing this paragraph prior to or at the Fairness Hearing in this matter.

16. **New Construction.** 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.

17. **Spending Plan.** Sea Girt shall prepare a Spending Plan, which shall be approved by the Borough prior to a duly noticed compliance hearing. FSHC reserves the right to provide any comments or objections on the Spending Plan to the court upon review. The Borough reserves the right to seek a finding by the court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, in which case the four-year time period for expenditures shall begin to run with the entry of a final judgment approving this Agreement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563).

18. Sea Girt agrees to take the following steps within the timeframes specified below:
- a. Within 120 days of the court entering an order approving this Agreement following a duly noticed Fairness Hearing:
 - i. Introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning

Ordinances referenced herein to implement the terms of this Agreement and the zoning contemplated herein;

- ii. Amend the Housing Element and Fair Share Plan to comply with the terms of this Agreement;
 - iii. Adopt a Spending Plan in conformance with the terms of this Agreement, and submit the Spending Plan to the court, Special Master and FSHC for review; and
 - iv. Development Fee Ordinance in accordance with the terms of this Agreement, and submit the ordinance to the court, Special Master and FSHC.
- b. Within 150 days of the Effective Date, Sea Girt shall provide notice to the court, Special Master and FSHC that it has complied with the terms of Paragraph 18(a) of this Agreement.

19. **Changed Circumstances.** The Parties agree that Sea Girt's RDP shall not be revisited by FSHC or any interested party absent a substantial changed circumstance that impacts the Borough's development potential for affordable housing. In the event such a changed circumstance occurs either with Sea Girt's RDP or the remaining portion of Sea Girt's Third Round unmet need obligation, Sea Girt shall have the right to first address the changed circumstance with notice to the court, Special Master and FSHC, without any negative impact on its immunity. FSHC reserves the right to provide any comments or objections to the court upon review of any mechanisms proposed by the Borough to address changed circumstances.

20. **Determination of Reduced Obligation.** Subsequent to the Court entering an order approving this Agreement following a duly noticed Fairness Hearing, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch responsible for implementing the FHA, determines that Sea Girt's Third Round (1999-2025) obligation is decreased by more than twenty percent (20%) of the total Prospective Third Round Need obligation established in this Agreement, with any relevant appeal period having passed, the Borough may, with notice to FSHC, seek to amend the judgment solely to reduce its fair share obligation accordingly. Notwithstanding any such reduction, Sea Girt shall be obligated to implement the HEFSP prepared, adopted and endorsed as a result of this Agreement, including adopting and/or leaving in place any site-specific zoning adopted or relied upon in connection with the HEFSP approved pursuant to this Agreement; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of Sea Girt's obligation below that established in this Agreement does not provide a basis for seeking leave to amend any provision of this Agreement or to amend an order or judgment pursuant to R. 4:50-1 with respect to any term other than the Borough's calculated Third Round Prospective Need obligation pursuant to the process set forth in this Paragraph. Should a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch responsible for implementing the FHA, determines that Sea Girt's Third Round (1999-2025) obligation is decreased by more than twenty percent (20%) of the total Prospective Third

Round Need obligation established in this Agreement, the Borough will be permitted to carry over any resulting extra credits to the Fourth Round in conformance with the then-applicable law.

21. **Reporting of Trust Fund Activity.** On December 31, 2023, and on every anniversary of that date thereafter through 2025, Sea Girt shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, COAH, or 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 COAH, the New Jersey Department of Community Affairs or FSHC. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

22. **Reporting on Affordable Housing.** On June 30, 2023, and on every anniversary of that date thereafter through 2025, Sea Girt shall 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 FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

23. **The Midpoint Review.** The Parties agree that, given the commencement of the Fourth Round on July 2, 2025, and the opportunity for public comment and objections at the fairness hearing and compliance hearing, Sea Girt will not be required to submit a midpoint review report pursuant to N.J.S.A. 52:27D-313, and the compliance hearing shall suffice as the midpoint review.

24. **Fairness Hearing Determination.** This Agreement must be approved by the court following a duly noticed fairness hearing as required by 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. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Upon full execution of this Agreement, the Fairness Hearing shall be scheduled by the court. Sea Girt shall make its consulting planner and any other relevant witnesses available for testimony at the fairness hearing. FSHC agrees to support this Agreement at the fairness hearing.

25. **Compliance Hearing and Judgment of Repose.** In the event the court approves this Agreement and the Borough's HEFSP at the Compliance Hearing, the Parties agree that Sea Girt will receive the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as set forth in the New Jersey Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2915). The accompanying protection shall remain in effect through July 1, 2025. If this Agreement is rejected by the court at the fairness hearing, it shall be null and void.

26. **Attorney's Fees.** The Borough agrees to pay FSHC's attorney's fees and costs in the amount of \$23,750.00 within thirty (30) days of the court's approval of this Agreement following the entry of an order approving this Settlement Agreement after a duly noticed fairness hearing.

27. **FSHC Party Status.** FSHC is hereby deemed to have party status in this matter and to have intervened as a Defendant without the need to file a motion to intervene or an answer

or other pleading. The Parties agree to request the entry of an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

28. **Obligation to Defend.** Sea Girt and FSHC shall each fulfill the intent and purpose of this Agreement. If an appeal is filed challenging the court's approval or rejection of this Agreement, Sea Girt and FSHC 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 this Agreement if the Agreement is approved before the trial court, unless and until an appeal of the trial court's approval is successful, at which time the Parties each reserve their right to return to the *status quo ante*.

29. **Enforcement.** This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County.

30. This Agreement shall be deemed to have been jointly drafted and no provision herein shall be interpreted or construed for or against either Party because such Party drafted or requested such provision, or this Agreement as a whole.

31. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

32. **Severability.** Unless otherwise specified, the various provisions of this Agreement are independent and severable and if any item, condition or provisions of this Agreement is declared or found to be illegal, void or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, and if the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law. The invalidity of any one provision that is not material to this Agreement shall have no bearing on the continuing full force and effect of the remaining valid provisions hereunder.

33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

34. **Entire Agreement.** Each Party acknowledges that this Agreement, and all Exhibits and Schedules annexed hereto, constitutes the complete, exclusive, entire statement between the Parties of the terms and conditions with respect to the subject matter of this Agreement, and supersedes and merges all previous communications, representations, understandings, agreements, communications, and negotiations, written or oral, between the Parties relating to this Agreement.

35. **Amendment or Modification.** This Agreement may not be modified or amended except by written instrument that specifically states that it is a supplement, modification, or amendment to this Agreement and is signed by an authorized representative for each Party.

36. **Waiver.** No waiver, forbearance or failure by any Party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of such Party's right to enforce any other provision of this Agreement or such Party's right to enforce such provision in the future.

37. **Headings.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. In the case of a conflict between the headings and the content of the section or subsection, the content shall control.

38. **Legal Capacity.** Each Party who signs this Agreement in a representative capacity warrants that the Party's execution of this Agreement is duly authorized, execute and delivered by and for the entity for which that Party signs. Each Party warrants that the Party has carefully read and understands the scope and effect of each and every provision of this Agreement, that the Party has consulted with chosen legal counsel who has explained the terms of the provisions of this Agreement, and all attachments hereto, and has executed this Agreement voluntarily, without duress, coercion, or undue influence with the express intent to be bound thereby.

39. **Notices.** Any notice, demand, request or other communication required or permitted under this Agreement shall be valid and effective only if given by written instrument which is personally delivered or sent by facsimile, prepaid overnight or second-day air courier, or registered or certified air, postage prepaid, addressed as follows:

If to Sea Girt to:

James Grant, Borough Administrator
Borough of Sea Girt
321 Baltimore Blvd.
Sea Girt, NJ 09750
P: 732-449-9433
F: 732-974-8296
Email: jgrant@seagirtboro.com

With a copy to:

Andrew Bayer, Esq.
Pashman Stein Walder Hayden, PC
Bell Works
101 Crawford Corner Road, Suite 4202
Holmdel, NJ 07733
P. 732-405-3686
F. 732-852-2482
Email: abayer@pashmanstein.com

If to FSHC to:

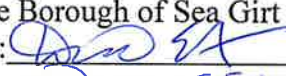
Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002

P: (856) 665-5444
F: (856) 663-8182
Email: adamgordon@fairsharehousing.org

Any notice, demand, request or other communication given as provided in this Paragraph, if given personally, shall be effective upon delivery; if given by facsimile shall be effective upon transmission; if given by mail, shall be effective ten (10) business days after deposit in the mail; and, if given by prepaid courier service, shall be effective on the date established by such courier as the date delivered. Any party may change the address at which it is to be given notice by giving written notice to the other party as provided in this Paragraph.

41. **Counterparts.** This Agreement may be executed in counterparts all of which when taken together shall constitute one original executed Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorized officers and/or representatives.

The Borough of Sea Girt
By: 
Name: JONATHAN E. Fetzer
Title: MAYOR
Date: 5.8.23

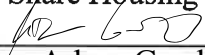
Fair Share Housing Center, Inc.
By: 
Name: Adam Gordon
Title: Executive Director
Date: June 4, 2023

EXHIBIT A

Vacant Land Inventory and Analysis Report

**Prepared for:
Borough of Sea Girt
Monmouth County, New Jersey**

April 2023

Prepared By:



788 Wayside Road
Neptune, New Jersey 07753
(732) 922-9229

Jennifer C. Beahm, PP, AICP
License No. 05625

I. INTRODUCTION

As noted in N.J.A.C. 5:93, “there may be instances where a municipality can exhaust an entire resource (land, water or sewer) and still not be able to provide a realistic opportunity for addressing the need for low and moderate income housing.” In recognition of the need to provide for the opportunity to adjust municipal affordable housing obligations, N.J.A.C. 5:93 outlines standards and procedures for municipalities to demonstrate that a municipal response to its housing obligation is limited by lack of land, water or sewer. This report outlines the vacant land analysis methodology and summarizes the results of the vacant land analysis prepared on behalf of the Borough of Sea Girt by Leon S. Avakian Inc (Avakian).

Previous Housing Rounds and Vacant Land Analyses

The Borough of Sea Girt is a fully developed shore community located in southern Monmouth County. Sea Girt has not participated in any prior housing rounds.

Current Housing Round and Vacant Land Assessment

Given the Borough’s relative lack of vacant and developable land, the Borough’s ability to satisfy its Court-determined affordable housing obligation is limited. To demonstrate its continued lack of vacant developable land, the Borough has prepared an updated Vacant Land Adjustment analysis in accordance with N.J.A.C. 5:93:4.2, which includes the following components:

- An inventory of all vacant parcels in accordance with N.J.A.C. 5:93-4.2(b), included as Attachment A.
- A Vacant Land Map depicting vacant properties within the Borough, included as Attachment B.
- An existing land use map for the Borough in accordance with N.J.A.C. 5:93-4.2(a), included as Attachment C.

The realistic development potential (RDP) of the Borough’s vacant land was analyzed in accordance with the provisions of Subchapter 4 of N.J.A.C. 5:93 based on the most recently available data. After following the procedures as outlined, the analysis shows that the Borough has two (2) suitable sites available for development, and consequently, has an RDP new construction obligation of five (5) affordable units.

II. PERMITTED EXCLUSIONS

N.J.A.C. 5:93 establishes criteria by which sites, or portions thereof, in a municipal land inventory may be excluded from a municipality’s RDP. Environmentally sensitive areas, including flood hazard areas, areas within Environmentally Sensitive Planning Areas according to the State Plan Policy Map, areas outside of the Sanitary Sewer Service Area (SSA), wetlands, and areas characterized by steep slopes of greater than 15 percent that render a site unsuitable for affordable housing may be excluded from consideration. In addition, small, isolated lots lacking sufficient acreage to generate an affordable housing set-aside as part of an inclusionary

development may also be excluded. Vacant lots under development or properties for which site plan approval has been granted may also be excluded. Finally, landlocked parcels or sites with limited or no access may also be excluded from the calculation of the Borough's RDP.

The vacant land inventory table in Attachment A provides a parcel-by-parcel description of exclusions that have been made pursuant to N.J.A.C. 5:93.

It should be noted that the Borough is permitted to reserve up to three percent of its total developed and developable acreage, less existing active municipal recreation areas, for active municipal recreation and exclude this acreage from consideration as potential sites for low and moderate income housing pursuant to N.J.A.C. 5:93-4.2(e)4. Any such site designated for active recreation in accordance with this section must be purchased and limited to active recreational purposes within one year of substantive certification. Although this calculation has not been completed as part of this analysis, the Borough reserves the right to revise this analysis to complete this calculation.

III. Summary and Conclusion

Based on the procedures for municipal adjustments provided in N.J.A.C. 5:93, the Borough of Sea Girt's RDP has been determined to be five (5) affordable units. This finding is consistent with the Borough's current development conditions.

ATTACHMENT A: VACANT LAND INVENTORY
TABLE

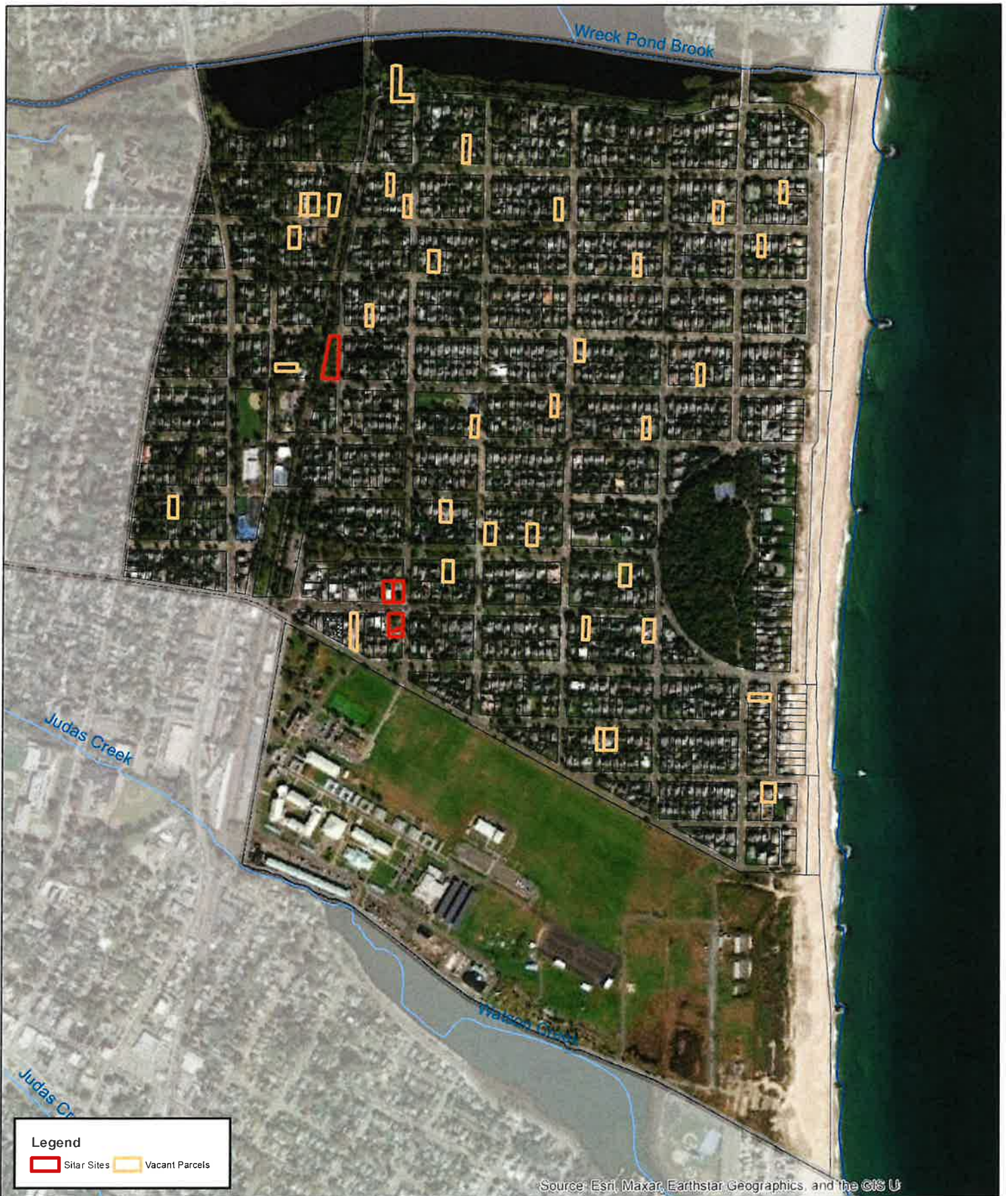
Borough of Sea Girt
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Block	Lot	Class	Location	Owner Name	Area (acres)	Constrained Acreage	Unconstrained Acreage	Developable Acreage	Reason for Exclusion	Total Units	Affordable Units
	3	1 15C	BEACHFRONT(MORVEN TERR)	BOROUGH OF SEA GIRT	1.14	1.12	0.02	0.00	Environmentally constrained with net developable area under 0.18 acres	0.00	0.00
	6	2	1 SEASIDE PLACE	1 SEASIDE PLACE, LLC	0.29	0.00	0.29	0.00	Vacant	2.88	0.00
	8	11	1 802 FIRST AVENUE	KLEIN, JON & PATRICIA	0.17	0.03	0.14	0.00	Undersized (less than 0.18 acres)	0.09	0.00
	9	22 15C	CRESCENT PARK	BOROUGH OF SEA GIRT	18.08	0.00	18.08	0.00	Crescent Park	0.00	0.00
	13	9	1 8 CHICAGO BOULEVARD	KOZINSKI, RONALD A & CHRISTINA	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	14	12	1 2 BEACON BOULEVARD	KENMAR DEVELOPMENT, LLC	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	15	1 15C	9 OCEAN AVENUE	BOROUGH OF SEA GIRT	0.23	0.00	0.23	0.00	Sea Girt Lighthouses	0.00	0.00
	17	1 15C	WRECK POND	BOROUGH OF SEA GIRT	2.71	2.60	0.12	0.00	Environmentally constrained with net developable area under 0.18 acres	0.00	0.00
	17	2 15C	WRECK POND	BOROUGH OF SEA GIRT	0.57	0.15	0.42	0.42	Vacant	4.19	0.00
	22	4	1 109 BALTIMORE BOULEVARD	LACHANCE, MARGARET P	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	31	13	3 214 STOCKTON BOULEVARD	HENNESSY REALTY, LLC	0.17	0.17	0.00	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	31	14	1 210 STOCKTON BOULEVARD	CAPPARIS, PHILIP & SHEILA	0.30	0.29	0.01	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	33	10	1 218 WASHINGTON BOULEVARD	COOLEY, JUSTUS H. IV&MICHAEL COOLEY	0.16	0.00	0.16	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	34	13	1 209 CRESCENT PARKWAY	BARONE, ROSE- ETALS	0.26	0.00	0.26	0.26	Vacant	2.58	0.00
	37	2	1 203 PHILADELPHIA BOULEVARD	MURPHY, DAVID L & BARBARA A	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	40	3	1 207 BROOKLYN BOULEVARD	SHORE HOME BUILDERS, INC	0.17	0.00	0.17	0.00	Environmentally constrained with net developable area under 0.18 acres	0.00	0.00
	43	1 15C	THE TERRACE	BOROUGH OF SEA GIRT	13.72	13.72	0.00	0.00	Wreck Pond. This majority of this property is environmentally constrained, and the portion that is not, is a long, thin, sliver along the southern property line	0.00	0.00
	43	2 15C	WRECK POND	BOROUGH OF SEA GIRT	3.20	2.64	0.56	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	45	2	1 303 CHICAGO BOULEVARD	KELLY, SHAWN L & MARGARET M	0.17	0.00	0.17	0.00	Borough Hall	0.00	0.00
	48	8 15C	319-321 BALTIMORE BOULEVARD	BOROUGH OF SEA GIRT	0.52	0.00	0.52	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	49	19	1 302 BALTIMORE BOULEVARD	CAL HOMES, LLC	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	58	10 01	1 806 CRESCENT PARKWAY	C G C REALTY, LLC	0.25	0.00	0.25	0.25	Vacant	2.49	0.00
	61	1	1 401 PHILADELPHIA BOULEVARD	SMITH, MARTIN A & THERESA M	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	61	10 15C	400 BALTIMORE BOULEVARD	BOROUGH OF SEA GIRT	1.55	0.00	1.55	0.00	Playground, Soccer and Baseball Fields	0.00	0.00
	67	1	1 THE TERRACE	WRECK POND SANCTUARY, LLC	1.85	1.83	0.02	0.00	Environmentally constrained with net developable area under 0.18 acres	0.00	0.00
	67	4 15C	WRECK POND	BOROUGH OF SEA GIRT	0.45	0.27	0.19	0.00	Wreck Pond, Partially environmentally constrained	0.00	0.00
	68	1	1 506 BEACON BOULEVARD	MASTRORILLI, MATTHEW & MELISSA	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	68	9	1 501 CHICAGO BOULEVARD	313 BEACON BLVD, LLC	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	70	5	1 511 NEW YORK BOULEVARD	HUBER, JOHN III & LORI	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	75	1 15C	THE PLAZA	BOROUGH OF SEA GIRT	0.85	0.00	0.85	0.00	Sea Girt Plaza Park	0.00	0.00
	77	5	1 526-528 WASHINGTON BLVD.	JTAS REALTY LIMITED LIABILITY CO	0.29	0.00	0.29	0.29	Vacant	2.94	0.00
	78	1 15C	RAILROAD PLAZA	BOROUGH OF SEA GIRT	1.62	0.00	1.62	0.00	Parking lot, park, Sea Girt Library	0.00	0.00
	80	4 15C	602 BALTIMORE BOULEVARD	BOROUGH OF SEA GIRT	0.33	0.00	0.33	0.33	Vacant	3.27	0.00
	81	1 15C	SIXTH AVENUE	BOROUGH OF SEA GIRT	0.63	0.00	0.63	0.63	Vacant	6.25	1.25
	82	1 15C	82	BOROUGH OF SEA GIRT	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	84	1 15C	BEACON BOULEVARD	BOROUGH OF SEA GIRT	0.45	0.00	0.45	0.00	Edgemere Park	4.49	0.00
	84	20 15C	ALONG WRECK POND	BOROUGH OF SEA GIRT	2.70	0.79	1.91	0.00	Wreck Pond, Partially environmentally constrained	0.00	0.00
	84	21 15C	WRECK POND	BOROUGH OF SEA GIRT	11.82	11.11	0.70	0.00	The majority of this property consists of wreck pond	0.00	0.00
	85	1	1 609 CHICAGO BOULEVARD	LAJEWSKI, JOHN E & DEBRA E	0.22	0.00	0.22	0.22	Vacant	2.20	0.00
	85	4	1 603 CHICAGO BOULEVARD	MONTEFORDI, CLAUDIA&M REPOLI	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	86	9	1 612 CHICAGO BOULEVARD	KILGALLEN, KEVIN & CHESTER, JENNIFER	0.25	0.00	0.25	0.25	Vacant	2.55	0.00
	88	1 15C	BALTIMORE BOULEVARD	BOROUGH OF SEA GIRT	0.37	0.00	0.37	0.37	Vacant	3.66	0.00
	88	3	1 408 BELL PLACE	CALDWELL, CARYLE G.	0.17	0.00	0.17	0.00	Undersized (less than 0.18 acres)	0.00	0.00
	89	1 15C	BELL PLACE	BOROUGH OF SEA GIRT	1.26	0.00	1.26	0.00	DPW Buildings	0.00	0.00
	76	1 4A	501 WASHINGTON BOULEVARD	501 WASHINGTON BLVD, LLC % SITAR CO	0.44	0.44	0.00	0.44	SITAR Site	4.40	0.00
	76	2 4A	503 WASHINGTON BOULEVARD	503 WASHINGTON BLVD, LLC	0.42	0.42	0.00	0.42	SITAR Site	4.20	0.00

Borough of Sea Girt
 Vacant Land Adjustment
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Block	Lot	Class	Location	Owner Name	Area (Acres)	Constrained Acreage	Unconstrained Acreage	Developable Acreage	Reason for Exclusion	Total Units	Affordable Units
77	16	4A	500 WASHINGTON BOULEVARD	SITCO SEA GIRT, LLC	0.45			0.45	SITAR Site	4.50	
77	17		2 905 FIFTH AVENUE	SEA GIRT FIFTH AVENUE, LLC-% SITAR	0.18			0.18	SITAR Site	1.80	2.98
90		1 15C	612 PHILA & 613 BOSTON	BOROUGH OF SEA GIRT	0.89	0.46	0.43	0.00	DPW Buildings	0.00	
91		1 15C	RAILROAD PLAZA	BOROUGH OF SEA GIRT	1.59	0.00	1.59	0.00	Sea Girt Library	0.00	
98		3 15C	700 BEACON BOULEVARD	BOROUGH OF SEA GIRT	0.21	0.00	0.21	0.21		2.14	0.79
106		1 15C	500 SEA GIRT AVENUE	STATE OF NJ/O DEPT OF DEFENSE	168.73	99.95	68.78	0.00	State or County Land	0.00	
							Total Developable Acreage	5.45		RDP	5.00

ATTACHMENT B: VACANT LAND MAPPING



LEON S. AVAKIAN, Inc.
 Consulting Engineers

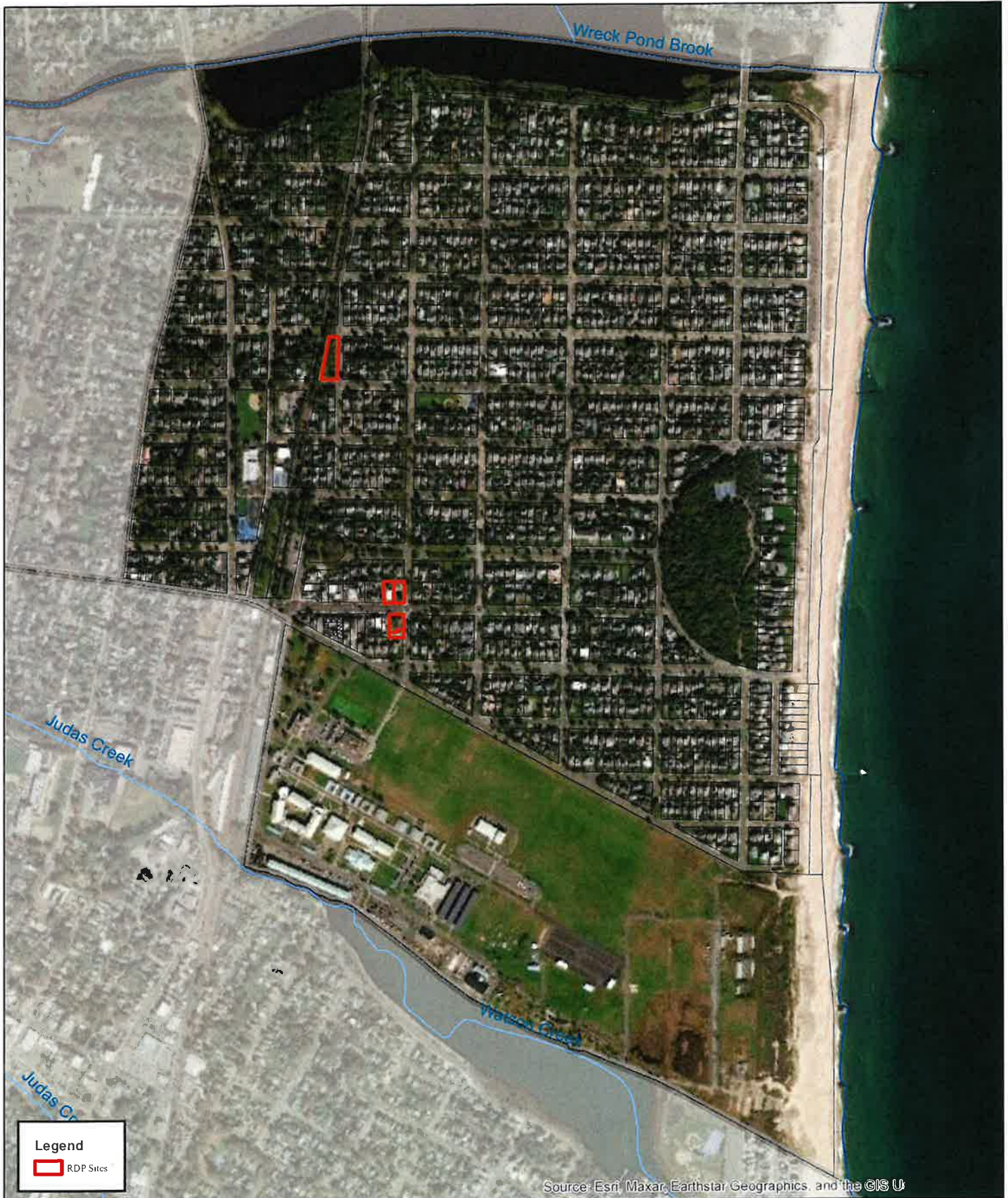
This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data. But this secondary product has not been verified by NJDEP and is not state authorized or endorsed.

0 175 350 700 1,050 1,400 Feet

Attachment B: Vacant Land Mapping Borough of Sea Girt Monmouth County, New Jersey

Source: LSA, NJGIN, and Monmouth County GIS
 Date: September 2022





LEON S. AVAKIAN, Inc.
 Consulting Engineers

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state authorized or endorsed.

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Attachment B: Vacant Land Mapping

Borough of Sea Girt

Monmouth County, New Jersey

Source: LSA, NJGIN, and Monmouth County GIS
 Date: September 2022



ATTACHMENT C: EXISTING LAND USE MAP



LEON S. AVAKIAN, Inc.
 Consulting Engineers

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not liable by municipal or engineer.

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 Feet

Attachment C: Existing Land Use Map

Borough of Sea Girt

Monmouth County, New Jersey

Source: LSA, NJGIN, and Monmouth County GIS
 Date: September 2022



EXHIBIT B

RESOLUTION

SEA GIRT PLANNING BOARD SITCO SEA GIRT, LLC SITAR

**501 / 503 WASHINGTON BOULEVARD (BLOCK 76, LOTS 1 AND 2)
500 WASHINGTON BOULEVARD / 905 FIFTH AVENUE (BLOCK 77, LOTS 16 AND 17)
SEA GIRT, NJ**

INTRODUCTION

WHEREAS, representatives of Sitco Sea Girt, LLC (collectively hereafter referred to as the “Applicant”) have made Application to the Sea Girt Planning Board for the following properties:

- 501 / 503 Washington Boulevard, Sea Girt, New Jersey
Block 76, Lots 1 and 2
- 500 Washington Boulevard / 905 Fifth Avenue, Sea Girt, New Jersey
Block 77, Lots 16 and 17

within the Borough’s Affordable Housing Zone, for the following approval:

- Preliminary and Final Site Plan Approval to effectuate the following:
 - Demolition of the existing structures and associated site improvements on the subject properties (except the existing Sitar Commercial Building on the northern parcel, which will remain);
 - Construction of a 3-story Residential Building (containing 10 Units), with associated off-street parking on the southern property (referred to as the “Southern” parcel or “Southern project”); and
 - Construction of a 3-story Mixed Use Building (containing 9 units and 2,276 SF of office/retail space), with off-street parking on the northern property (referred to as the “Northern” parcel or “Northern project”).

PUBLIC HEARING

WHEREAS, the Board held a remote Public Hearing on April 20, 2022, Applicant's representatives having filed proper Proof of Service and Publication in accordance with Statutory and Ordinance Requirements; and

EVIDENCE / EXHIBITS

WHEREAS, at the said Hearing, the Board reviewed, considered, and analyzed the following:

- *Planning Board Application, introduced into Evidence as A-1;*
- *Site Plan, prepared by Dynamic Engineering, dated November 24, 2021, last revised April 8, 2022, consisting of 15 sheets, introduced into Evidence as A-2;*
- *Architectural Plans, prepared by Thomas J. Brennan, Architects, dated December 12, 2021, last revised April 8, 2022, introduced into Evidence as A-3;*
- *A Boundary and Topographic Survey, prepared by Dynamic Survey, LLC, dated September 3, 2021, introduced into Evidence as A-4;*
- *A Stormwater Management, Ground Water Recharge, and Water Quality Analysis, prepared by Dynamic Engineering, dated November 2021, introduced into Evidence as A-5;*
- *Traffic Impact and Parking Assessment, prepared by Dynamic Traffic, dated December 3, 2021, consisting of 6 sheets, introduced into Evidence as A-6;*
- *Review Memorandum from Leon S. Avakian, Inc., dated March 11, 2022, introduced into Evidence as A-7;*
- *Supplemental Review Letter, prepared by Leon S. Avakian, Inc., dated April 19, 2022, introduced into Evidence as A-8;*
- *Communication from the Monmouth County Planning Board, referencing an action taken (and a request for additional information), dated January 24, 2022, introduced into Evidence as A-9;*
- *Memorandum from the Municipal Fire Prevention Bureau / Fire Chief, dated March 9, 2022, introduced into Evidence as A-10;*

- *Memorandum from the Municipal Police Department, undated, introduced into Evidence as A-11;*
- *Aerial Map Exhibit, prepared by Dynamic Engineering, dated April 18, 2022, introduced into Evidence as A-12;*
- *Illustrated Site Plan Rendering, prepared by Dynamic Engineering, dated April 18, 2022, introduced into Evidence as A-13;*
- *Illustrated Aerial Overlay, prepared by Dynamic Engineering, dated April 18, 2022, introduced into Evidence as A-14;*
- *Illustrated Rendering (northern side of building), prepared by Thomas J. Brennan, Architect, dated December 20, 2021, introduced into Evidence as A-15;*
- *Illustrated Rendering (southern side of building), prepared by Thomas J. Brennan, Architect, dated December 20, 2021, introduced into Evidence as A-16;*
- *Illustrated Rendering (southern building), prepared by Thomas J. Brennan, Architect, dated April 8, 2022, introduced into Evidence as A-17;*
- *Floor Plans for the northern building, prepared by Thomas J. Brennan, Architect, introduced into Evidence as A-18;*
- *Affidavit of Service;*
- *Affidavit of Publication.*

WITNESSES

WHEREAS, sworn testimony in support of the Application was presented by the following:

- Douglas Hanley, Professional Engineer;
- Justin Taylor, Traffic Engineer;
- Thomas J. Brennan, Architect;
- William Joseph Sitar, Principal of the Corporate Applicant;

WHEREBY, the following Municipal witnesses were also sworn with regard to any testimony / information they would provide in connection with the subject Application:

- Peter R. Avakian, P.E., Planning Board Engineer;
- Jennifer Beahm, Professional Planner; and
- Chris Willms, Zoning Officer; and

TESTIMONY AND EVIDENCE PRESENTED BY THE APPLICANT'S
REPRESENTATIVES

WHEREAS, testimony and other evidence presented by the Applicant's representatives revealed the following:

- The Applicant, or agents thereof, are the owners of the subject parcels.
- The properties are identified as follows:
 - Block 76, Lots 1 & 2 (Northern parcel)
 - Block 77 Lots 16 & 17 (Southern parcel)
- The subject properties are located on the northwest corner and the southwest corner of the Washington Boulevard and Fifth Avenue Sea Girt intersections.
- The subject properties are currently occupied by several uses which include office space, an ice cream shop, a single family home, and 3 apartments.
- The Applicant's Representatives propose the following:
 - Demolition of the existing structures and associated site improvements on the subject properties (except the existing Sitar Commercial Building on the northern parcel, which will remain);
 - Construction of a 3-story Residential Building (containing 10 Units), with off-street parking on the southern property (referred to as the "Southern" parcel or "Southern project"); and
 - Construction of a 3-story Mixed Use Building (containing 9 units and 2,276 SF of office/retail space), with off-street parking on the northern property (referred to as the "Northern" parcel or "Northern project").
- Details pertaining to the proposal (the Northern and Southern parcels) include the following:

Northern Parcel

Street address	501 Washington Boulevard 503 Washington Boulevard
Lot Designation	Block 76, Lots 1 & 2
Size (acres)	0.38 acres
Size (SF)	16,500 SF
Existing use	The Girt commercial building and Sitar Real Estate Company
Proposed Use	Mixed use development, consisting of 9 residential apartments (for rent) and 2,276 SF of office/retail space. The 9 proposed residential units will include 1 1-bedroom unit, and 8 2-bedroom units.
# of Affordable Housing Units	3
Non-residential details	2,276 SF of office/retail space
Site Improvements	Parking, landscaping, sidewalk, etc.
Height	43.90 ft
# of stories	3
Floor Plan details	Per Plans
Materials	Per Plans
Required off street parking spaces	16
Off Street parking spaces provided	17
Order of Construction	The Northern parcel will be constructed before the Southern Parcel
Anticipated demolition schedule:	Approximately Fall of 2023
Anticipated construction commencement timeframe:	Within 12-months of approval, subject to receipt of outside approvals and permits.
Anticipated occupancy:	12-months after the commencement of construction

Southern Parcel

Street address	500 Washington Boulevard
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	905 Fifth Ave.
Lot Designation	Block 77, Lots 16 and 17
Size (acres)	0.37 acres
Size (SF)	16,000 SF
Existing use	The Surfside frozen custard shop and a single family home
Proposed use	10 residential apartments (for rent) The 10 proposed residential units will include 2 1-bedroom units, and 8 2-bedroom units.
# of Affordable Housing units	0
Non-residential details	There is only residential use proposed for the Southern parcel
Site Improvements	Parking, landscaping, and sidewalks, etc.
Height	38.25 Ft
# of Stories	3
Materials	Per Plans
Required Off Street parking spaces	17
Off Street parking spaces provided	17
Order of Construction:	The Northern parcel will be built before the Southern parcel
Anticipated Demolition Schedule:	Approximately Fall of 2023
Anticipated Construction commencement timeframe:	Approximately 1 year after the commencement of the construction of the Northern parcel.
Anticipated occupancy:	Approximately 12-months after commencement of construction.

VARIANCES

WHEREAS, the Application as submitted and amended does not require approval for any

Variences;

PUBLIC COMMENTS

WHEREAS, sworn public questions, comments, statements, and / or objections in connection with the Application were presented by the following:

- Pat Raffetto;
- Alan Zakin; and
- Sean Fresco

FINDINGS OF FACT

NOW, THEREFORE, BE IT RESOLVED, by the Sea Girt Planning Board, after having considered the aforementioned Application, plans, evidence, and testimony, that the Application is hereby **granted / approved with conditions**.

In support of its decision, the Planning Board makes the following Findings of Fact and Conclusions of Law:

1. The Sea Girt Planning Board has proper jurisdiction to hear the within matter.
2. The subject properties are identified as follows:
 - Block 76, Lots 1 and 2
 - Block 77, Lots 16 and 17.
3. The subject properties are located in the Borough of Sea Girt, and the same are located in the Borough's Affordable Housing Zone.
4. The Applicant's representatives are proposing to effectuate the following:
 - Demolition of the existing structures and associated site improvements on the subject properties (except the existing Sitar Commercial Building on the Northern parcel, which will remain);
 - Construction of a 3-story Residential Building (containing 10 Units), with off-street parking on the southern property (referred to as the "Southern" parcel or "Southern project"); and

- Construction of a 3-story Mixed Use Building (containing 9 units and 2,276 SF of office/retail space), with off-street parking on the northern property (referred to as the “Northern” parcel or “Northern project”).

5. Such a proposal requires Preliminary and Final Site Plan Approval.

6. The Sea Girt Planning Board is statutorily authorized to grant the requested relief

and therefore, the matter is properly before the said entity.

7. With regard to the Application, and the requested relief, the Board notes the following:

- The within application arises from a lawsuit entitled 501 Washington Blvd, LLC 503 Washington Blvd, LLC, Sitco Sea Girt, LLC, and Sea Girt Fifth Avenue, LLC vs the Borough of Sea Girt, Borough Council of Sea Girt, and the Sea Girt Planning Board, Docket No. MON-L- 102-20 (and associated Docket No. MON-L- 2312-20).
- The aforesaid lawsuit is generally referred to a “Builder’s Remedy” lawsuit.
- The subject lawsuit has been conditionally settled, and the subject Settlement Agreement is incorporated herein at length.
- The subject Settlement Agreement provides for the construction, in the aggregate (i.e. the combined development sites) of 19 residential apartments and two offices. (3 of the aforesaid 19 residential apartments will be dedicated/deed restricted for affordable housing units.)
- Pursuant to the subject Settlement Agreement, the Borough’s zoning ordinances have been amended.
- As referenced, the Applicant’s representatives propose the following:
 - Demolition of the existing structures and associated site improvements on the subject properties (except the existing Sitar Commercial Building on the Northern parcel, which will remain);
 - Construction of a 3-story Residential Building (containing 10 Units), with off-street parking on the southern property (referred to as the “Southern” parcel or “Southern project”); and
 - Construction of a 3-story Mixed Use Building (containing 9 units), with off-street parking on the northern property (and

2,276 SF of office/retail space) referred to as the “Northern” parcel or “Northern project”).

- As referenced, the Applicant’s proposal is broken down into a “Northern parcel” and a “ Southern parcel.”
- The within application has been designed and proposed in accordance with the parameters and the terms of the subject Settlement Agreement and the associated zoning ordinances.
- The subject proposal is a conforming proposal, in that there are no variances required.
- The Northern parcel aspect of the project requires 16 off-street parking spaces, calculated as follows:

Residential:	1.7 sp. Per unit X 9 units:	16
Commercial:	0 SF X 2,276 SF	0
	Total Park. Spaces Req.	16

- There are 17 off-street parking spaces proposed for the Northern parcel, as follows:

Standard parking spaces:	13
Handicapped Accessible park. Spaces:	1
Make-shift Ready Elec. Vehicle Spaces:	3
Total Park. Spaces Req.	17

- Thus, as referenced above, 16 off-street parking spaces are required for the Northern parcel and 17 such spaces are provided, which conforms with (and even exceeds) the prevailing requirements.
- The Southern parcel aspect of the project requires 17 off-street parking spaces, calculated as follows:

Residential:	1.7 sp. Per unit X 10 units:	17
Commercial:	0 SF X 0 SF	0
	Total Park. Spaces Req.	17

- There are 17 off-street parking spaces proposed for the Southern parcel, as follows:

Standard parking spaces:	12
Handicapped Accessible park. Spaces:	1
Make-shift Ready Elec. Vehicle Spaces:	4
Total Park. Spaces Req.	17

- Thus, as referenced above, 17 off-street parking spaces are required for the Southern parcel and 17 such spaces are provided, which conforms with the prevailing requirements.
- The existence of sufficient parking is of the utmost importance to the Board, and but for the same, the within application may not have been approved.
- The Applicant's proposed plan, as amended, provides parking spaces which conform with the size requirements as established in the prevailing regulations.
- In conjunction with the application, the Applicant's representatives submitted a Traffic Impact and Parking Assessment Report which was marked into the record as A-6.
- The said Traffic Impact and Parking Assessment Report is incorporated herein at length.
- Per the submitted traffic documentation, the proposed project is anticipated to generate the following:
 - 2 additional entering trips and 6 additional exiting trips during the weekday am peak hour
 - 6 additional entering trips and 4 additional exiting trips during the weekday evening peak hour; and
 - 4 additional entering trips and 4 additional exiting trips during the Saturday midday peak hour.
- Per the testimony / evidence presented, access to the site will be provided via two new full movement driveways along Fifth Avue, with one driveway providing access to the northern and southern portions of the site, respectively.
- Per the traffic testimony and evidence presented, the driveways and internal circulation patterns have been designed to provide for a safe and efficient movement of the anticipated vehicles.

- Per the traffic testimony and evidence presented, the proposed parking supply and design satisfy the prevailing requirements, and the same are sufficient to support the projected demand.
- Subject to the conditions contained herein, the proposed parking is safe and efficient.
- The conclusion of the Traffic Impact and Parking Assessment report is as follows:

Based upon our Traffic Assessment as detailed in the body of this report, it is the professional opinion of Dynamic Traffic that the adjacent street system will not experience any significant degradation in operating conditions with the redevelopment of the site. The site driveways are located to provide safe and efficient access to the adjacent roadway system and the site plan provides adequate parking to accommodate the project's needs.

The Board accepts the aforementioned traffic conclusion.

- The proposed signage at the site complies with the prevailing regulations as well.
- The project is increasing the amount of impervious coverage on site, by more than ¼ of an acre. As such, the project qualifies as a major development. The Board notes that the project has been designed to meet the goal of maintaining natural hydrology, so as to reduce stormwater runoff volume, encourage infiltration and groundwater recharge, and so as to reduce pollution.
- Per the testimony and evidence presented, the Applicant's representatives have designed the stormwater management system so as to address the prevailing stormwater management requirements.
- The Applicant is proposing a pervious paving system which qualifies as a green infrastructure improvement, in accordance with prevailing guidelines.
- Pursuant to prevailing guidelines, any lighting used to illuminate an off-street parking area shall be arranged so that the light is directed or otherwise reflected away from any residential premises and/or public streets. Subject to the conditions contained herein, the subject project has been designed to comply with the said requirements.
- The architectural elements of the project (including the clapboard material and the balconies) reflect an overall design /look which is in keeping with the Borough of Sea Girt.
- The proposed landscaping has been designed, and will be placed, so as to hide/camouflage the proposed parking areas.

- As a condition of the within approval, proposed landscaping will be perpetually replaced/replanted, as necessary, so that the benefits associated with the proposal are permanent in nature.
- The Board finds that the architectural design/look of the project will be beneficial for the Borough of Sea Girt.
- Subject to the conditions contained herein, approval of the application will not have a substantial impact on the public good.
- Per the testimony and evidence presented, the sites will be landscaped with 501 total plantings, consisting of the following:
 - 15 Shade Trees / Ornamental Trees
 - 265 Evergreens / Deciduous Trees
 - 105 Perennials
 - 58 Ground Covers
- The extensive landscaping is necessary and appropriate
- The extensive landscaping will soften the appearance of the conforming proposal.
- As a condition of the within approval, the said landscaping will be perpetually replanted/replaced, as necessary, so that the referenced benefits will be long lasting.
- One purpose of the New Jersey Municipal Land Use Law encourages the approval of projects which promote or facilitate the free flow of traffic. Towards that end, the Board finds that the Applicant's parking area / proposal will advance such a purpose.
- The Approval granted herein is consistent with the terms of the previously referenced Settlement Agreement.
- Once purpose of the Municipal Land Use Law is, essentially, to encourage the creation of desirable visual environments through creative development techniques – and approval of the within Application will advance such a goal.
- Approval of the within Application will promote various purposes of the Municipal Land Use Law; specifically, the same will provide a desirable visual environment through creative development techniques.

- The Application as presented (and in conjunction with any requested Design Waivers, Submission Waivers, and noted conditions) satisfies the Site Plan Requirements of the Borough of Sea Girt.

Based upon the above, and for the other reasons discussed during the Public Hearing Process, the Board has unanimously determined that the Application can be granted without causing substantial detriment to the public good.

CONDITIONS

During the course of the Hearing, the Board has requested, and the Applicant's representatives have agreed, to comply with the following conditions:

- a. The Applicant's representatives shall comply with all promises, commitments, and representations made at or during the Public Hearing Process.
- b. The Applicant's representatives shall comply with the terms and conditions of the Leon S. Avakian, Inc. Engineering Review Memorandum, dated March 11, 2022 (A-7) and revised, Supplemental Engineering Memorandum, dated April 19, 22 (A-8).
- c. The Applicant's representatives shall cause the Plans to be revised so as to portray and confirm the following:
 - Confirmation that development approved herein complies with the previously executed Settlement Agreement and the prevailing zoning regulations.
 - Confirmation that there shall be no interference with the sight triangle requirements.
 - Confirmation that the utilities at the sites shall be placed underground.
 - Confirmation that 2 make ready electrical charging stations shall be placed on site (one on the Northern parcel and one on the Southern parcel, per the approved Plans).
 - Confirmation that garbage at the site shall be collected in accordance with Borough Policies / Procedures.
 - Confirmation that there shall be a parking space exclusively dedicated for each residential apartment.

- Confirmation that the fire department connection and fire access shall be placed on the Eastern side of each proposed structure, per the Fire Prevention Memorandum, dated 3-9-22 (A-10).
- Confirmation that all affordable housing units will comply with Prevailing State / UHAC Regulations.
- Confirmation that the setbacks for all Affordable Housing units shall comply with the Prevailing Setback Requirements.
- Confirmation that the office/retail use at the site shall comply with the Settlement Agreement and Prevailing Zoning Ordinances.
- Confirmation that a Knox box shall be placed on the buildings and gates.
- Confirmation that the FDC connections/details shall comply with all prevailing regulations (including, but not limited to, NFPA 13R and NFPA 13).
- Confirmation that, per the Fire Prevention Memo (A-10), a class 1 standpipe shall be installed on the second floor lobby of both buildings (for fire department use.)
- Confirmation that the Green Infrastructure details shall comply with Prevailing Requirements.
- Confirmation that the apartments approved hereunder shall be for rent / lease.
- Confirmation that the stockpile height shall not exceed the prevailing requirement of the Freehold Soil Conservation District, and any other Agency having jurisdiction over the matter.
- Confirmation that a 6 foot solid vinyl fence (and landscaping) shall be placed along the western, southern, northern, and rear property lines of the building on the Southern parcel.
- Confirmation that the fences at the sites shall comply with all Prevailing Zoning Regulations.

- The inclusion of an additional / supplemental landscape buffering details, as identified in the Board Engineer's review memorandum.
 - Confirmation that there shall be no adverse light spillover onto adjacent residential uses (including headlight spillage, etc.).
 - Confirmation that a professional management company shall be retained to run/administer the two buildings. (The Board acknowledges that the Applicant may use its own Property Management Company.)
 - Confirmation that the use of the parking gates shall be limited to the residential tenants.
 - Confirmation that the dwelling units approved hereunder shall, in accordance with the Settlement Agreement, be restricted to rental units.
 - Confirmation that the exterior lights as the site shall be placed on a timer and that the same shall only be on from dusk to dawn.
- d. The Northern parcel (containing the Affordable Housing Units) shall be constructed and Certificates of Occupancy issued before any Certificates of Occupancy are issued for the Southern parcel / project.
- e. Grading / drainage details shall be reviewed and approved by the Board Engineer.
- f. The Affordable Housing Units shall be appropriately deed restricted, in the manner set forth in the Settlement Agreement, zoning Ordinance, or otherwise required per New Jersey Law.
- g. The Affordable Housing Units shall be appropriately occupied/verified in accordance with prevailing legal requirements.
- h. The Bedroom breakdown of the Affordable Housing Units, and the income restrictions associated therewith, shall comply with the prevailing Settlement Agreement.
- i. Any necessary easements shall be reviewed and approved by the Board Engineer and Board Attorney, before the same are recorded in the office of the Monmouth County Clerk.
- j. Block 76, Lots 1 and 2 shall be consolidated. Likewise, Block 77, Lots 16 and 17 shall be consolidated as well. The deeds of consolidation shall be reviewed and approved by the board attorney and the board engineer. Upon

such review/approval, proof of recording shall be submitted to the Board Secretary.

- k. The Applicant's Representatives shall, in good faith, coordinate the development/demolition process with the Borough of Sea Girt/Sea Girt Fire Department so that the Fire Department can participate in the demolition process, as a training exercise. (Any necessary insurance and related details shall be handled by the Borough of Sea Girt.)
- l. In accordance with the Police Department Review Memorandum (A-11), Agents of the Borough of Sea Girt may petition the Borough of Sea Girt, to place a "no parking" area at each property, along Fifth Avenue, between the parking areas to Washington Boulevard, at the western curb line of Fifth Avenue. The said issue was discussed during the Public Hearing process, and, in furtherance thereof, the Applicants' representatives advised, on the record, that they had no objection to such a proposal. Thus, the within Approval shall be contingent upon the Applicants' representatives (to be broadly construed) continuing to express no objection to such a proposal.
- m. The Applicant shall comply with the terms and conditions of the Fire Prevention Memorandum, dated 3-9-22 (A-10).
- n. The Applicant shall comply with the terms and conditions of the undated Police Department Memorandum (A- 11).
- o. If requested by the Borough Council of the Borough of Sea Girt, the Applicant shall, at no cost, provide the Borough with Title 39 jurisdiction over the properties if the Borough so desires.
- p. The Applicant's representatives shall comply with the terms and conditions of the previously referenced Settlement Agreement.
- q. The Applicant's Representatives shall provide the Borough's First Responders with a copy of the keys/access codes for the knox boxes.
- r. The Applicant's Representatives shall provide the Board Engineer and Secretary with the Operations and Maintenance Manual for the proposed Stormwater Management facilities.
- s. The Applicant's Representatives shall pay and satisfy any prevailing Water and Sewer capacity, tie-in, infrastructure, hook-up fees, and other fair share contributions which may be required/applicable.
- t. If requested by the Governing Body, or the Board/Borough Engineer, the Applicant's representatives shall execute a Developer's Agreement with the Borough of Sea Girt. The Developer's Agreement shall be reviewed and approved by the Borough Council, the Borough Attorney, and the Borough Engineer. (The said Developer's Agreement shall address any development related items as the Borough may require.)

- u. In the event the Applicant secures any outside approvals, and any such outside approvals materially change the nature of the Application approved herein (to be liberally construed) then, in that event, the Applicant shall, upon notice to all affected property owners, return to the Sea Girt Planning Board for further / amended relief.
- v. The Applicant shall comply with any provisions of any Tree Preservation Ordinance.
- w. 4 sets of Revised plans (incorporating the within) shall be presented to the Board Secretary.
- x. The Applicant shall secure approval from the Monmouth County Planning Board and provide Board representatives with proof of the same.
- y. The Applicant shall comply with any on-site construction / management regulations as required by the Borough of Sea Girt, the County of Monmouth, the State of New Jersey, and any other Agency having jurisdiction over the matter.
- z. The Applicant shall comply with any and all Prevailing ADA Requirements.
- aa. The Borough's Building Department shall review and approve the Plans for ADA Compliance, as necessary / applicable.
- bb. The Development shall be strictly limited to the plans which are referenced herein and which are incorporated herein at length. Additionally, the development / construction shall comply with Prevailing Provisions of the Uniform Construction Code.
- cc. Unless otherwise waived by the Board Engineer, the Applicant shall obtain any and all necessary approvals (or Letters of No Interest) from applicable outside agencies – including, but not limited to, the State of New Jersey, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the Monmouth County Planning Board, the Borough's Fire Official, the Borough's Police Department, the Borough's Building Department, Department of Water and Sewer, the Freehold Soil Conservation District, the Borough's Department of Public Works, and any other Agency having jurisdiction over the matter. In the event the nature of the application changes as a result of the aforesaid outside approvals, the Applicant's representatives shall be required to re-petition the Sea Girt Planning Board for further relief.
- dd. The Applicant shall, in conjunction with appropriate Borough Ordinances, pay all appropriate / required fees and taxes.

- ee. If required by the Board Engineer, and as otherwise required by law, the Applicant shall submit appropriate performance guarantees in favor of the Borough of Sea Girt.
- ff. Unless otherwise agreed by the Planning Board, the within approval shall be deemed abandoned, unless, within 36 months from adoption of the within Resolution (or any agreed upon extension), the Applicant obtains a Building Permit for the development approved herein.
- gg. **The approval granted herein is specifically dependent upon the accuracy and correctness of the testimony and information presented, and the accuracy of the Plans submitted and approved by the Board. The Applicant is advised that there can be no deviation from the Plans approved herein, except those conditions specifically set forth or otherwise referenced herein. In the event post-approval conditions at the site are different than what was presented to the Board, or different from what was otherwise known, or in the event post-approval conditions are not necessarily structurally sound, the Applicant and its representatives are not permitted to unilaterally deviate or build beyond the scope of the Board Approval. Thus, for instance, if the Board grants an Application for an existing building / structure to remain, the same cannot be unilaterally demolished (without formal Borough / Board consent), regardless of the many fine construction reasons which may exist for doing so. That is, the bases for the Board's decision to grant Zoning relief may be impacted by the aforesaid change of conditions. As a result, Applicants and their representatives are not to assume that post-approval deviations can be effectuated. To the contrary, post-approval deviations can and will cause problems. Specifically, any post-approval unilateral action, inconsistent with the testimony / plans presented / approved, which does not have advanced Borough / Board approval, will compromise the Applicant's approval, will compromise the Applicant's building process, will create uncertainty, will create stress, will delay construction, will potentially void the Board Approval, and the same will result in the Applicant incurring additional legal / engineering / architectural costs. Applicants are encouraged to be mindful of the within – and the Borough of Sea Girt, and the Sea Girt Planning Board, are not responsible for any such unilateral actions which are not referenced in the testimony presented to the Board, and / or the Plans approved by the Board. Moreover, Applicants are to be mindful that the Applicants are ultimately responsible for the actions of the Applicants,' their Agents, their representatives, their employees, their contractors, their engineers, their architects, their builders, their lawyers, and other 3rd parties.**

BE IT FURTHER RESOLVED, that all representations made under oath by the Applicants and / or its agents shall be deemed conditions of the approval granted herein, and any

mis-representations or actions by the Applicant's representatives contrary to the representations made before the Board shall be deemed a violation of the within approval.

BE IT FURTHER RESOLVED, that the Application is granted only in conjunction with the conditions noted above - and but for the existence of the same, the within Application would not be approved.

BE IT FURTHER RESOLVED, that the granting of the within Application is expressly made subject to and dependent upon the Applicant's compliance with all other appropriate Rules, Regulations, and / or Ordinances of the Borough of Sea Girt, County of Monmouth, and State of New Jersey.

BE IT FURTHER RESOLVED, that the action of the Board in approving the within Application shall not relieve the Applicant of responsibility for any damage caused by the subject project, nor does the Planning Board of the Borough of Sea Girt, the Borough of Sea Girt, or its agents / representatives accept any responsibility for the structural design of the proposed improvement, or for any damage which may be caused by the development.

FOR THE APPLICATION: Councilwoman Diane Anthony, Karen Brisben, Jake Casey, Mayor Donald Fetzer, Stan Koreyva, Eileen Laszlo, Tom Britt, Robert Walker, Norman Hall

AGAINST THE APPLICATION: None

ABSTENTIONS: None

ABSENT: None

NOT ELIGIBLE TO VOTE: Carla Abrahamson (arrived late), John Ward (recused)

The foregoing Resolution was offered by: Mrs. Laszlo, seconded by Mr. Koreyva, and adopted by Roll Call Vote:

IN FAVOR: Councilwoman Diane Anthony, Karen Brisben, Mayor Don Fetzer, Stan Koreyva, Eileen Laszlo, Tom Britt, Robert Walker, Norman Hall

OPPOSED: None

ABSTAINED: None

INELIGIBLE: John Ward (recused)

ABSENT: Carla Abrahamson, Jake Casey

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Sea Girt Planning Board on this 18th day of May, 2022.


Karen S. Brisben
Karen S. Brisben, Planning Board Secretary

EXHIBIT C

BOROUGH OF SEA GIRT
ORDINANCE AMENDING CHAPTER 17 “ZONING”, SECTION 17.5 GENERAL REGULATIONS,
CREATING A NEW SECTION 17.526 ESTABLISHING MANDATORY AFFORDABLE HOUSING
SET-ASIDE FOR FIVE OR MORE NEW RESIDENTIAL UNITS

ORDINANCE NO. 2023-

WHEREAS, the Borough was the subject of a Mount Laurel exclusionary zoning suit filed in the Superior Court of New Jersey entitled 501 Washington Blvd, LLC, 503 Washington Blvd., LLC, Sea Girt Fifth Avenue LLC, Sitco Sea Girt, LLC v. Borough of Sea Girt, Borough Council of Sea Girt, and Sea Girt Planning Board, (the plaintiffs shall be collectively referred to as the “Developer”), Docket No. MON-L-000102-20, seeking to compel the Borough to provide a realistic opportunity for the construction of housing affordable to low and moderate-income households and their fair share of the housing region’s need for such housing, (“Builder’s Remedy Action”); and

WHEREAS, the Borough instituted a declaratory judgment action entitled In the Matter of the Application of the Borough of Sea Girt, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. L-2312-2020 (the “D/J Action”) wherein the Borough sought a declaration as to its affordable housing obligation and the opportunity to develop a plan to meet its constitutional obligation to provide for its fair share of affordable housing; and

WHEREAS, the Borough and the Borough Planning Board entered into a Settlement Agreement with the Developer in the Builder’s Remedy Action and the Court approved the Settlement Agreement after conducting a Fairness Hearing on June 3, 2021 finding it fair, reasonable and adequately protecting the interests of very low, low and moderate-income households in the region; and

WHEREAS, the Borough entered into a Settlement with Fair Share Housing Center to resolve the D/J Action and a condition of the Settlement Agreement requires the Borough to implement and adopt a mandatory affordable housing set aside ordinance obligating an owner or developer of residential property with an approval for five or more residential units to provide a twenty percent set aside.

WHEREAS, the Borough Council of the Borough of Sea Girt, County of Monmouth, State of New Jersey finds it is in the best interest of the Borough to comply with the Settlement Agreement by creating a Mandatory Affordable Housing Set Aside ordinance.

NOW THEREFORE BE IT ORDAINED by the Borough Council of the Borough of Sea Girt, County of Monmouth, State of New Jersey, that it hereby amends Chapter 17, Section 5.26 entitled “Mandatory Affordable Housing Set-Aside Ordinance as follows:

Section 5.26:

a. **Background.** This Ordinance is required by the implementation of the Settlement Agreement with Fair Share Housing Center in the matter captioned In the Matter of the Application of the Borough of Sea Girt, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. L-2312-2020.

b. **Affordable Housing Set-Aside.** A mandatory 20% on-site affordable housing set-aside requirement shall apply beginning with the effective date of this ordinance to any residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units at six (6) units per acre or higher, or equivalent, which results, in whole or in part, from: (i) a municipal rezoning or zoning amendment adopted after the effective date of this Ordinance; (ii) any variance pursuant to N.J.S.A. 40:55D-70(d), including but not limited to any use variance or a density variance increasing the permissible density; and (iii) the adoption of a new or amended redevelopment plan or rehabilitation plan.

c. **Other Terms Applicable.** The following terms shall apply to any residential development subject to the mandatory affordable housing set-aside:

1. All subdivision and site plan approvals of qualifying developments shall be conditioned upon compliance with the provisions of the mandatory affordable housing set-aside.
2. No subdivision shall be permitted or approved for the purpose of avoiding compliance with the mandatory affordable housing set-aside. A developer may not, for example, subdivide a project into two lots and then plan each of them to produce a number of units below the threshold. The approving authority may impose any reasonable conditions to ensure such compliance.
3. In the event the number of affordable housing units to be provided includes a fraction, the number shall be rounded up if the fractional amount is 0.5 or greater and rounded down if the fractional amount is less than 0.5. For inclusionary projects, the developer shall provide a payment in lieu of constructing affordable units for the fraction of a unit less than 0.5. The payment in lieu shall be based on the amounts established in N.J.A.C. 5:97-6.4(c).
4. All affordable units created shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, with the sole exception that at least thirteen percent (13%) of the affordable units shall be required to be restricted for very-low-income households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (“FHA”).

5. At least fifty percent (50%) of the affordable units within each bedroom distribution shall be affordable to low-income households, inclusive of the at least thirteen percent (13%) of units affordable to very-low-income households.
6. The very-low-income affordable units shall be proportionately distributed within each bedroom distribution. In a family non-age-restricted development, at no time shall the number of efficiency/one-bedroom very-low-income units exceed the number of three-bedroom very-low-income units.
7. Affordable units shall be integrated with the market-rate units on-site, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market-rate units. The affordable units shall also be of the same type as the market-rate units (e.g., if the market-rate units are non-age-restricted family units, the affordable units shall be non-age-restricted family units as well). The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
8. Affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as otherwise provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the municipality, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. In the event the municipality chooses to release the controls on rental affordable units after at least thirty (30) years, the controls shall remain in effect until the voluntary departure of the occupant household in accordance with N.J.A.C. 5:80-26.11(b).
9. Construction of the affordable and market units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
10. Affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
11. The mandatory affordable housing set-aside shall not give any developer the right to any rezoning, variance, redevelopment designation or redevelopment or rehabilitation plan approval, or any other such relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation, redevelopment or rehabilitation plan approval, or other such or further relief.

12. No developer may make a payment in lieu of constructing affordable units on site, except for fractional units as noted in Paragraph 3, above.

13. Nothing in this Ordinance precludes the Borough of Sea Girt from imposing an affordable housing set-aside in accordance with applicable law in a development not required to have a set-aside pursuant to this Ordinance in accordance with N.J.S.A. 52:27D-311(h) and applicable law.

d. **Severability.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect and shall be deemed valid and effective.

e. **Inconsistencies.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the municipality, the provisions hereof shall be determined to govern and those inconsistent provisions shall be repealed to the extent of such inconsistency.

f. **Referral to Planning Board.** A copy of this Ordinance shall be referred to the Planning Board following its introduction for review pursuant to N.J.S.A. 40A:55D-26A.

g. **Effective Date and Scope.** This Ordinance shall immediately take effect upon its passage and publication, and as otherwise provided for by law. The provisions of this Ordinance shall be applicable within the entire municipality upon final adoption and shall become a part of the Code once completed and adopted.

INTRODUCED the _____ day of _____, 20__.

ADOPTED the _____ day of _____, 20__.

EXHIBIT D

DEED OF OPEN SPACE EASEMENT

This EASEMENT made this day of 2022
by the Borough of Sea Girt, Monmouth County, NJ, located at 321 Baltimore Boulevard,
Sea Girt, NJ.

WITNESSETH:

WHEREAS, the BOROUGH OF SEA GIRT is the sole owner in fee simple of a tract of land in the Borough of Sea Girt, Monmouth County, State of New Jersey, more particularly described as Block 84 Lot 20 encompassing 1.35 acres on the tax map of *Borough of Sea Girt*, Monmouth County, New Jersey (hereinafter referred to as the "Property"); and more particularly described in the tax map attached as Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses park, recreation and open space values of great importance to the people of the Borough of Sea Girt, Monmouth County, NJ; and

WHEREAS, the BOROUGH OF SEA GIRT agrees that the park, recreation and open space values of the Property be preserved in perpetuity; and

WHEREAS, the BOROUGH OF SEA GIRT further agrees, as owner of the Property, to provide an open space easement herein described to preserve and protect the park, recreation and open space values of the Property in perpetuity; and

WHEREAS, the Borough of Sea Girt is a body politic and corporate of the State of New Jersey empowered pursuant to N.J.S.A. 40:32-2.1 to acquire interests in land and hold same for public park, public recreation and public welfare purposes; and

NOW, THEREFORE, in recognition of the foregoing the BOROUGH OF SEA GIRT does hereby grant an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block 84 Lot 20 encompassing 1.35 acres on the tax map of the *Borough of Sea Girt*, Monmouth County, New Jersey.

1. **PURPOSE.** It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park, recreation and open space values of the Property.

2. **PUBLIC ACCESS.** The BOROUGH OF SEA GIRT agrees to make the open space accessible to the public, unless the BOROUGH OF SEA GIRT determines that public accessibility would be detrimental to the lands, waters, or improvements thereon, or to any natural resources associated therewith [NJSA 40:12-15.6D(3)].

3. **OPEN SPACE INVENTORY.** The BOROUGH OF SEA GIRT shall cause the property to be listed in the Municipal Recreation and Open Space Inventory.

4. **RIGHT OF BOROUGH.** To accomplish the purpose of this easement, the following rights are retained by this easement:

- A. To preserve and protect the park, recreation and open space values of the Property.
- B. To prevent any activity on or use of the Property that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent use or activity.

C. The BOROUGH OF SEA GIRT agrees not to lease, sell, exchange or donate the Property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A).

5. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with the purpose of this easement is prohibited.
6. **RESERVED RIGHTS.** The BOROUGH OF SEA GIRT reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with this easement.
7. **ACTS BEYOND CONTROL.** Nothing contained in this easement shall be construed to entitle anyone to bring any action against the BOROUGH OF SEA GIRT for any injury or change in the Property resulting from causes beyond the BOROUGH OF SEA GIRT'S control including, without limitation, fire, flood storm and earth movement, or from any prudent action taken by the BOROUGH OF SEA GIRT under emergency conditions to prevent, abate or mitigate injury to the Property resulting from said causes.
8. **COSTS AND LIABILITIES.** The BOROUGH OF SEA GIRT shall retain all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. The BOROUGH OF SEA GIRT shall keep the Property free of any liens arising out of any work performed, for material furnished to or obligations incurred by the BOROUGH OF SEA GIRT.

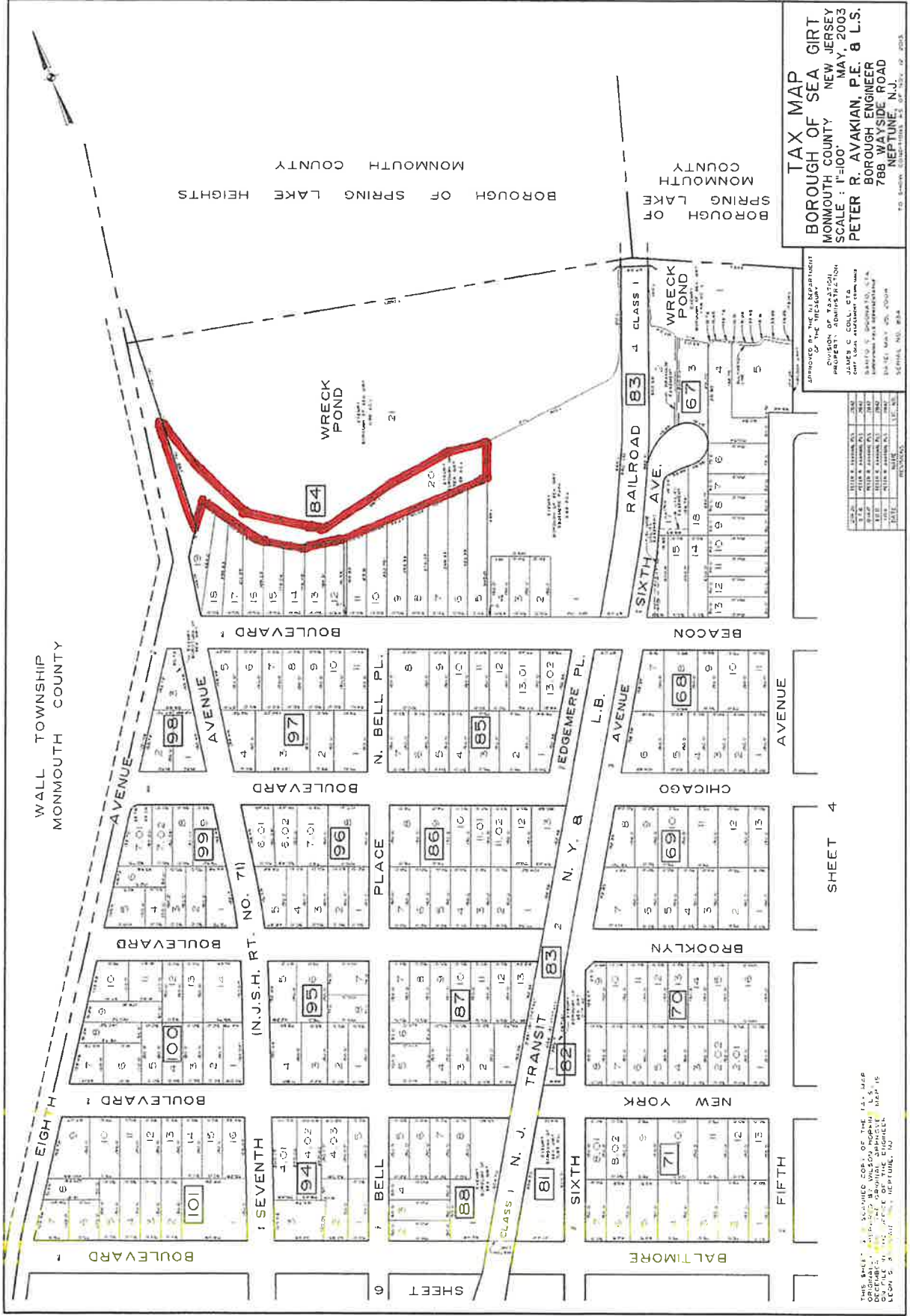
9. **SUCCESSOR.** The covenants, terms, conditions and restrictions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

This Deed of Easement is signed and attested to by Mayor Donald Fetzer and Dawn Harriman, Borough Clerk, the proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

Dawn Harriman, Borough Clerk

BY: _____
Mayor Donald Fetzer



WALL TOWNSHIP
MONMOUTH COUNTY

BOROUGH OF SPRING LAKE HEIGHTS
MONMOUTH COUNTY

BOROUGH OF
SPRING LAKE
MONMOUTH COUNTY

TAX MAP
BOROUGH OF SEA GIRT
MONMOUTH COUNTY
NEW JERSEY
SCALE: 1"=100'
MAY, 2003
PETER R. AVAKIAN, P.E. & L.S.,
BOROUGH ENGINEER
788 WAYSIDE ROAD
NEPTUNE, N.J.

APPROVED BY THE TOWNSHIP
COMMISSIONER OF THE TOWNSHIP
DIVISION OF TAXATION
PROPERTY ADMINISTRATION
DATE: MAY 15, 2003
BY: PETER R. AVAKIAN, P.E. & L.S.
BOROUGH ENGINEER
788 WAYSIDE ROAD
NEPTUNE, N.J. 08540

NO.	NAME	DATE
1	WALTER J. AVAKIAN, P.E.	10/15/02
2	WALTER J. AVAKIAN, P.E.	11/15/02
3	WALTER J. AVAKIAN, P.E.	12/15/02
4	WALTER J. AVAKIAN, P.E.	01/15/03
5	WALTER J. AVAKIAN, P.E.	02/15/03
6	WALTER J. AVAKIAN, P.E.	03/15/03
7	WALTER J. AVAKIAN, P.E.	04/15/03
8	WALTER J. AVAKIAN, P.E.	05/15/03
9	WALTER J. AVAKIAN, P.E.	06/15/03
10	WALTER J. AVAKIAN, P.E.	07/15/03
11	WALTER J. AVAKIAN, P.E.	08/15/03
12	WALTER J. AVAKIAN, P.E.	09/15/03
13	WALTER J. AVAKIAN, P.E.	10/15/03
14	WALTER J. AVAKIAN, P.E.	11/15/03
15	WALTER J. AVAKIAN, P.E.	12/15/03
16	WALTER J. AVAKIAN, P.E.	01/15/04
17	WALTER J. AVAKIAN, P.E.	02/15/04
18	WALTER J. AVAKIAN, P.E.	03/15/04
19	WALTER J. AVAKIAN, P.E.	04/15/04
20	WALTER J. AVAKIAN, P.E.	05/15/04
21	WALTER J. AVAKIAN, P.E.	06/15/04
22	WALTER J. AVAKIAN, P.E.	07/15/04
23	WALTER J. AVAKIAN, P.E.	08/15/04
24	WALTER J. AVAKIAN, P.E.	09/15/04
25	WALTER J. AVAKIAN, P.E.	10/15/04
26	WALTER J. AVAKIAN, P.E.	11/15/04
27	WALTER J. AVAKIAN, P.E.	12/15/04
28	WALTER J. AVAKIAN, P.E.	01/15/05
29	WALTER J. AVAKIAN, P.E.	02/15/05
30	WALTER J. AVAKIAN, P.E.	03/15/05
31	WALTER J. AVAKIAN, P.E.	04/15/05
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34	WALTER J. AVAKIAN, P.E.	07/15/05
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194	WALTER J. AVAKIAN, P.E.	11/15/18
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197	WALTER J. AVAKIAN, P.E.	02/15/19
198	WALTER J. AVAKIAN, P.E.	03/15/19
199	WALTER J. AVAKIAN, P.E.	04/15/19
200	WALTER J. AVAKIAN, P.E.	05/15/19

THIS MAP IS A REPRODUCED COPY OF THE I.L. MAP
DATE: MAY 15, 2003
BY: PETER R. AVAKIAN, P.E. & L.S.
BOROUGH ENGINEER
788 WAYSIDE ROAD
NEPTUNE, N.J. 08540

SHEET 4

SHEET

DEED OF OPEN SPACE EASEMENT

This EASEMENT made this day of 2022
by the Borough of Sea Girt, Monmouth County, NJ, located at 321 Baltimore Boulevard,
Sea Girt, NJ.

WITNESSETH:

WHEREAS, the BOROUGH OF SEA GIRT is the sole owner in fee simple of a tract of land in the Borough of Sea Girt, Monmouth County, State of New Jersey, more particularly described as Block 78 Lot 1 encompassing 1.6 acres on the tax map of Borough of Sea Girt, Monmouth County, New Jersey (hereinafter referred to as the "Property"); and more particularly described in the tax map attached as Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses park, recreation and open space values of great importance to the people of the Borough of Sea Girt, Monmouth County, NJ; and

WHEREAS, the BOROUGH OF SEA GIRT agrees that the park, recreation and open space values of the Property be preserved in perpetuity; and

WHEREAS, the BOROUGH OF SEA GIRT further agrees, as owner of the Property, to provide an open space easement herein described to preserve and protect the park, recreation and open space values of the Property in perpetuity; and

WHEREAS, the Borough of Sea Girt is a body politic and corporate of the State of New Jersey empowered pursuant to N.J.S.A. 40:32-2.1 to acquire interests in land and hold same for public park, public recreation and public welfare purposes; and

NOW, THEREFORE, in recognition of the foregoing the BOROUGH OF SEA GIRT does hereby grant an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block 78 Lot 1 encompassing 1.6 acres on the tax map of the *Borough of Sea Girt*, Monmouth County, New Jersey.

1. **PURPOSE.** It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park, recreation and open space values of the Property.

2. **PUBLIC ACCESS.** The BOROUGH OF SEA GIRT agrees to make the open space accessible to the public, unless the BOROUGH OF SEA GIRT determines that public accessibility would be detrimental to the lands, waters, or improvements thereon, or to any natural resources associated therewith [NJSA 40:12-15.6D(3)].

3. **OPEN SPACE INVENTORY.** The BOROUGH OF SEA GIRT shall cause the property to be listed in the Municipal Recreation and Open Space Inventory.

4. **RIGHT OF BOROUGH.** To accomplish the purpose of this easement, the following rights are retained by this easement:
 - A. To preserve and protect the park, recreation and open space values of the Property.

 - B. To prevent any activity on or use of the Property that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent use or activity.

C. The BOROUGH OF SEA GIRT agrees not to lease, sell, exchange or donate the Property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A).

5. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with the purpose of this easement is prohibited.

6. **RESERVED RIGHTS.** The BOROUGH OF SEA GIRT reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with this easement.

7. **ACTS BEYOND CONTROL.** Nothing contained in this easement shall be construed to entitle anyone to bring any action against the BOROUGH OF SEA GIRT for any injury or change in the Property resulting from causes beyond the BOROUGH OF SEA GIRT'S control including, without limitation, fire, flood storm and earth movement, or from any prudent action taken by the BOROUGH OF SEA GIRT under emergency conditions to prevent, abate or mitigate injury to the Property resulting from said causes.

8. **COSTS AND LIABILITIES.** The BOROUGH OF SEA GIRT shall retain all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. The BOROUGH OF SEA GIRT shall keep the Property free of any liens arising out of any work performed, for material furnished to or obligations incurred by the BOROUGH OF SEA GIRT.

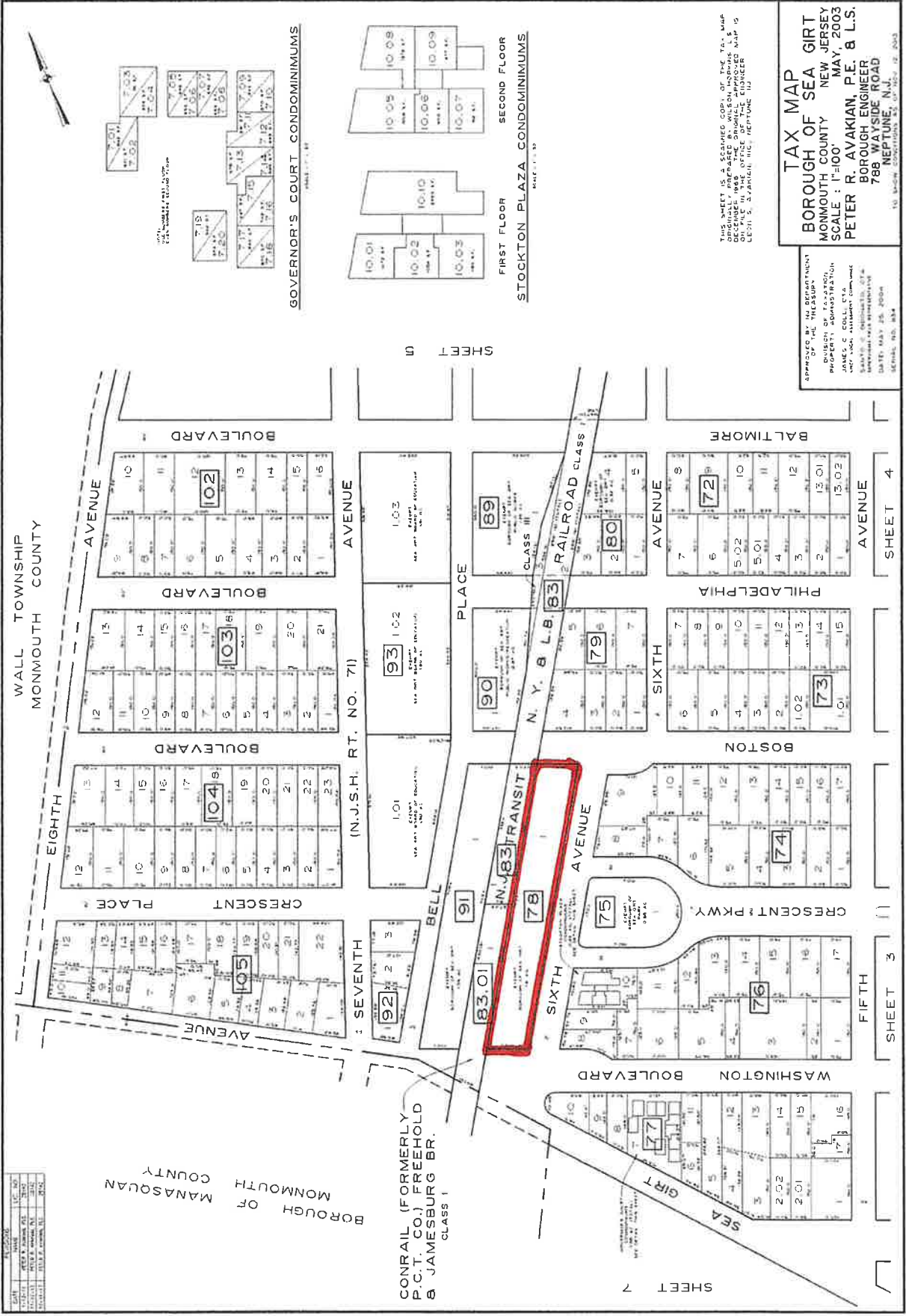
9. **SUCCESSOR.** The covenants, terms, conditions and restrictions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

This Deed of Easement is signed and attested to by Mayor Donald Fetzer and Dawn Harriman, Borough Clerk, the proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

Dawn Harriman, Borough Clerk

BY: _____
Mayor Donald Fetzer



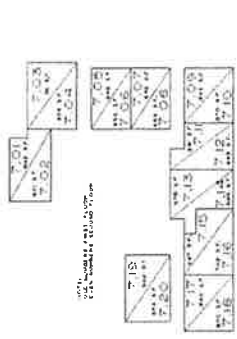
LOT	AREA	CLASS	VAL.
101	0.10	1.01	100
102	0.10	1.02	100
103	0.10	1.03	100
104	0.10	1.04	100
105	0.10	1.05	100

BOROUGH OF MANASQUAN
MONMOUTH COUNTY

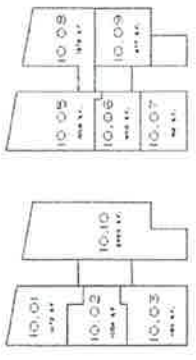
CONRAIL (FORMERLY
P.C.T. CO.) FREEHOLD
& JAMESBURG BR.
CLASS 1

SHEET 7

SHEET 10



GOVERNOR'S COURT CONDOMINIUMS



STOCKTON PLAZA CONDOMINIUMS

THIS SHEET IS A SCANNED COPY OF THE TAX MAP
DECLARED AS THE ORIGINAL APPROVED MAP IS
ON FILE IN THE OFFICE OF THE CLERK OF SUPERIOR COURT
IN NEW JERSEY.

TAX MAP
BOROUGH OF SEA GIRT
MONMOUTH COUNTY NEW JERSEY
SCALE: 1"=100'
MAY, 2003
PETER R. AVAKIAN, P.E. & L.S.
BOROUGH ENGINEER
788 WAYSIDE ROAD
NEPTUNE, N.J. 08550
DATE: MAY 25, 2004
SCALE: 1"=100'

APPROVED BY THE DEPARTMENT
OF THE TREASURER
PROPERTY ADMINISTRATION
JAMES C. COLL, C.T.A.
AND TAX ASSESSMENT COMMISSIONER
MAY 25, 2004
DATE: MAY 25, 2004
SCALE: 1"=100'

DEED OF OPEN SPACE EASEMENT

This EASEMENT made this day of 2022
by the Borough of Sea Girt, Monmouth County, NJ, located at 321 Baltimore Boulevard,
Sea Girt, NJ.

WITNESSETH:

WHEREAS, the BOROUGH OF SEA GIRT is the sole owner in fee simple of a tract of land in the Borough of Sea Girt, Monmouth County, State of New Jersey, more particularly described as Block 91 Lot 1 encompassing 1.58 acres on the tax map of *Borough of Sea Girt*, Monmouth County, New Jersey (hereinafter referred to as the "Property"); and more particularly described in the tax map attached as Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses park, recreation and open space values of great importance to the people of the Borough of Sea Girt, Monmouth County, NJ; and

WHEREAS, the BOROUGH OF SEA GIRT agrees that the park, recreation and open space values of the Property be preserved in perpetuity; and

WHEREAS, the BOROUGH OF SEA GIRT further agrees, as owner of the Property, to provide an open space easement herein described to preserve and protect the park, recreation and open space values of the Property in perpetuity; and

WHEREAS, the Borough of Sea Girt is a body politic and corporate of the State of New Jersey empowered pursuant to N.J.S.A. 40:32-2.1 to acquire interests in land and hold same for public park, public recreation and public welfare purposes; and

NOW, THEREFORE, in recognition of the foregoing the BOROUGH OF SEA GIRT does hereby grant an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block 91 Lot 1 encompassing 1.58 acres on the tax map of the *Borough of Sea Girt*, Monmouth County, New Jersey.

1. **PURPOSE.** It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park, recreation and open space values of the Property.

2. **PUBLIC ACCESS.** The BOROUGH OF SEA GIRT agrees to make the open space accessible to the public, unless the BOROUGH OF SEA GIRT determines that public accessibility would be detrimental to the lands, waters, or improvements thereon, or to any natural resources associated therewith [NJSA 40:12-15.6D(3)].

3. **OPEN SPACE INVENTORY.** The BOROUGH OF SEA GIRT shall cause the property to be listed in the Municipal Recreation and Open Space Inventory.

4. **RIGHT OF BOROUGH.** To accomplish the purpose of this easement, the following rights are retained by this easement:
 - A. To preserve and protect the park, recreation and open space values of the Property.

 - B. To prevent any activity on or use of the Property that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent use or activity.

C. The BOROUGH OF SEA GIRT agrees not to lease, sell, exchange or donate the Property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A).

5. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with the purpose of this easement is prohibited.

6. **RESERVED RIGHTS.** The BOROUGH OF SEA GIRT reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with this easement.

7. **ACTS BEYOND CONTROL.** Nothing contained in this easement shall be construed to entitle anyone to bring any action against the BOROUGH OF SEA GIRT for any injury or change in the Property resulting from causes beyond the BOROUGH OF SEA GIRT'S control including, without limitation, fire, flood storm and earth movement, or from any prudent action taken by the BOROUGH OF SEA GIRT under emergency conditions to prevent, abate or mitigate injury to the Property resulting from said causes.

8. **COSTS AND LIABILITIES.** The BOROUGH OF SEA GIRT shall retain all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. The BOROUGH OF SEA GIRT shall keep the Property free of any liens arising out of any work performed, for material furnished to or obligations incurred by the BOROUGH OF SEA GIRT.

9. **SUCCESSOR.** The covenants, terms, conditions and restrictions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

This Deed of Easement is signed and attested to by Mayor Donald Fetzer and Dawn Harriman, Borough Clerk, the proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

Dawn Harriman, Borough Clerk

BY: _____
Mayor Donald Fetzer

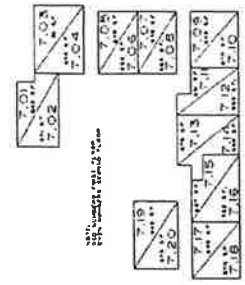
DATE	BY	SCALE
11/17/01	LEON S. AVAKIAN, INC.	1"=100'
11/17/01	LEON S. AVAKIAN, INC.	1"=100'
11/17/01	LEON S. AVAKIAN, INC.	1"=100'

BOROUGH OF MANASQUAN
MONMOUTH COUNTY

CONRAIL (FORMERLY
P.C.T. CO.) FREEHOLD
8 JAMESBURG BR.
CLASS 1

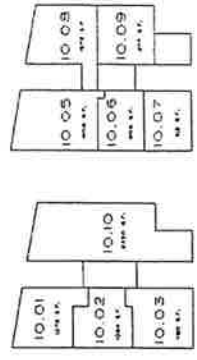


WALL TOWNSHIP
MONMOUTH COUNTY



GOVERNOR'S COURT CONDOMINIUMS

GOVERNOR'S COURT CONDOMINIUMS



STOCKTON PLAZA CONDOMINIUMS

THIS SHEET IS A SCANNED COPY OF THE TAX MAP
ORIGINALLY PREPARED BY LEON S. AVAKIAN, INC. IN
CONFORMANCE WITH THE TAX MAP ACT, N.J.S.A. 17:27
ON FILE IN THE OFFICE OF THE ENGINEER
LEON S. AVAKIAN, INC., NEPTUNE, NJ

TAX MAP
BOROUGH OF SEA GIRT
MONMOUTH COUNTY NEW JERSEY
SCALE: 1"=100' MAY, 2003
PETER R. AVAKIAN, P.E. & L.S.
BOROUGH ENGINEER
788 WEPTUNE ROAD
NEPTUNE, N.J.

APPROVED BY THE DEPARTMENT
OF TREASURY
DIVISION OF TAXATION
PROPERTY ADMINISTRATION
MAY 20 2003
SANTO C. DIORIO, CTA
SUPERVISOR AND INSPECTOR
DATE: MAY 20, 2003
SERIAL NO. 883

DEED OF EASEMENT AND RIGHT OF WAY

E-31

THIS INDENTURE, made this 4th day of

February, 1975, by and between

BOROUGH OF SEA GIRT, a municipal corporation of the State of New Jersey
Baltimore Blvd. & 4th Avenue
Sea Girt, New Jersey 07762

whose mailing address is:

hereinafter referred to as "Grantor;"

And SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

a body public, corporate and politic, of the County of Monmouth, and State of New Jersey, organized and existing under and by virtue of Chapter 138 of Pamphlet Laws of New Jersey 1946, et seq., whose mailing address is: P.O. Box 303, Spring Lake Heights New Jersey, hereinafter referred to as "Grantee."

W I T N E S S E T H:

The Grantor, in consideration of the sum of

ONE (\$1.00) - - - - -00/100 Dollars,

and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns forever, an easement and a free uninterrupted and unobstructed right-of-way, under, across, and over the property of the Grantor, situate in the Borough

of Sea Girt, County of Monmouth, and State of New Jersey, being known as a portion ~~of lot~~ Block 78A, which easement is more particularly described on Schedule "A" which is attached hereto and made a part hereof, as though set forth at length.

Also the right and privilege to conform and maintain on other lands of the Grantor adjoining the lands herein above described, such slopes as may be necessary or desirable in grading the full width of the aforesaid easement; provided, however, that such slopes will cease to exist and become null and void if and when the level of the adjacent land is brought to the level of the aforesaid easement or if and when the conditions of the adjacent property are so changed by the owner as to make the slope rights no longer necessary.

For the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to from time to time, pipe or pipes, with necessary fittings, appurtenances and attached facilities, including laterals and connections for sanitary sewers.

Together with the right to the SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY, a body public, corporate and politic, organized and existing under the laws of the State of New Jersey, its successors and assigns, to enter in and upon the premises described above with men and machines, vehicles and materials, at any and all times, for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewerage pipe lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted.

BEING: Part of premises in Deed from the New York and Long Branch Railroad Company, dated May 21, 1968, recorded May 27, 1968 in Deed Book 3579, Page 757.

Part of premises in deed from Pennel Company, dated May 6, 1968, recorded May 27, 1968 in Deed Book 3580, Page 3.

Subject to restrictions of record contained in deed book 327, Page 268; Deed Book 327, Page 412; Deed Book 3579, Page 757 and Deed Book 3580, Page 3. The reverter provisions contained in said deeds were released by Deed Book 3584, Page 61 and Deed Book 3584, Page 67

In the event that the Grantee at some time in the future abandons the premises conveyed by the Grantor herein, then the subject premises shall revert back to Grantor and then the Grantee agrees to reconvey title to said premises to the Grantor.

To have and to hold the above granted easement and right-of-way unto the said Grantee, its successors and assigns forever.

The Grantee agrees by the acceptance of the Deed of Easement and Right-of-Way that upon any opening made in connection with any of the purposes of this easement and right-of-way, said opening shall be back filled and resurfaced to as nearly as possible the same conditions as existed when said opening was made, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the said Grantor is seized of the said easement and right-of-way and has good right to convey the same.

2. That the Grantee shall quietly enjoy the said easement and right-of-way.

IN WITNESS WHEREOF, the Grantor herein have hereunto set their hand (s) and seal (s), or caused its corporate seal to be hereto affixed, and attested by its Secretary, and these presents to be signed by its _____ President, the day and year first above written.

Witness:

[Handwritten signature]

BOROUGH OF SEA GIRT ~~(L.S.)~~

[Handwritten signature] (L.S.)
Thomas Black MAYOR

ATTEST:

[Handwritten signature]
Helen B. Brash
Borough Clerk

Chas Stout, O'Hagan et al
10 00

[Handwritten signature]
Clerk

RECORDED IN BOROUGHS
COUNTY CLERK'S OFFICE
FEB 20 10 13 AM '75
BOOK 3916 PAGE 160
DEEDS

005581


Corporate Acknowledgement

STATE OF NEW JERSEY :
COUNTY OF MONMOUTH : SS.

BE IT REMEMBERED, that on this 4th day of
February, in the year of Our Lord One Thousand
Nine Hundred and Seventy-Five, before me, the subscriber,
A Notary Public of New Jersey personally appeared
Thomas Black, the Mayor
of the Borough of Sea Girt
who, I am satisfied, is the person who has signed the with-
in instrument; and I having first made known to him the
contents thereof, he thereupon acknowledged that he
signed, sealed with the corporate seal and delivered the
said instrument as such officer aforesaid; that the within
instrument is the voluntary act and deed of said corporation,
made by virtue of authority from its members.

The full and actual consideration paid or to
be paid for the transfer of title to realty evidenced by the
within deed, as such consideration is defined in P.L. 1968,
c. 49, Sec. 1 (c), is \$1.00.

Helen B. Brash
HELEN B. BRASH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 7, 1978



Prepared by: William J. O'Hagan, Jr.

#20000.15
December 27, 1973
Parcel E-31

SCHEDULE A

DESCRIPTION OF AN EASEMENT ON PART OF BLOCK 78A AMENDED MAP OF SEA GIRT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF A SEWAGE FORCE MAIN AND UNDERGROUND FACILITIES PERTINENT TO THE OPERATION OF A SEWAGE PUMPING STATION.

Said easement being 20' in width and lying 10' on either side of the following described centerline and also a temporary working easement 30' in width lying 15' on either side of the following described centerline.

BEGINNING at a point in the southerly line of Boston Boulevard said point being distant 23.67 feet on a course of South 69 degrees East from the point of intersection of the easterly line of Bell Place with the aforesaid southerly line of Boston Boulevard and running from said beginning point (1) South 30 degrees 44 minutes 31 seconds East 37.66 feet to a point; thence (2) South 31 degrees 04 minutes 40 seconds West along a line parallel to the easterly line of Bell Place and 56.50 feet easterly therefrom measured at right angles thereto 661.17 feet to a point; thence (3) South 13 degrees 55 minutes 20 seconds East 55.94 feet to the northerly line of Sea Girt Avenue.

BOOK 3916 PAGE 165

END OF DOCUMENT

BM# 11
□ Cut & Rad.
EI. 20.02

PLACE

CRESENT

BELL

Note: 110' between
sta 66 & sta 67

20' PERMANENT EASEMENT

30' CONSTRUCTION EASEMENT

45° bend

DIRT FIELD

LIGHT WOODS

BIT. WALKWAY

Conc Pads

Const. R.R. Crossing
See Detail

2
1036

See sheet 17

BLVD.

45° bend

BLVD.

BELL

PLACE

CH LINE STA 72+0

73

74

75

76

DEED OF OPEN SPACE EASEMENT

This EASEMENT made this day of 2022
between the *Borough of Sea Girt* located at *321 Baltimore Boulevard, Sea Girt, NJ*
(hereinafter referred to as "MUNICIPALITY"), and the COUNTY OF MONMOUTH,
located in the Hall of Records, 1 East Main Street, Freehold, New Jersey, 07728
(hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the MUNICIPALITY is the sole owner in fee simple of a tract of land
in *Sea Girt*, Monmouth County, State of New Jersey, more particularly described as Block
84 Lot *1* encompassing *2.69* acres on the tax map of *Borough of Sea Girt*, Monmouth
County, New Jersey (hereinafter referred to as the "Property"); and more particularly
described in the tax map attached as Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses park, recreation and open space values of great
importance to the people of the County of Monmouth; and

WHEREAS, the MUNICIPALITY agrees that the park, recreation and open space
values of the Property be preserved in perpetuity; and

WHEREAS, the MUNICIPALITY further agrees, as owner of the Property, to
convey to the COUNTY the open space easement herein described to preserve and protect
the park, recreation and open space values of the Property in perpetuity; and

WHEREAS, the COUNTY is a body politic and corporate of the State of New
Jersey empowered pursuant to N.J.S.A. 40:32-2.1 to acquire interests in land and hold same
for public park, public recreation and public welfare purposes; and

WHEREAS, the COUNTY has made a financial investment in the Property through the Monmouth County Municipal Open Space Grant Program by providing the MUNICIPALITY with a grant of \$ _____ for the development of the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the Municipal Open Space Grant made to the MUNICIPALITY, the MUNICIPALITY does hereby grant and convey to the COUNTY an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block 84 Lot 1 encompassing 2.69 acres on the tax map of the *Borough of Sea Girt*, Monmouth County, New Jersey.

1. **PURPOSE.** It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park, recreation and open space values of the Property.

2. **TRUST.** The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation, Conservation and Historical Preservation Act as may be amended from time to time [NJSA 40:12-15.6b].

3. **PUBLIC ACCESS.** The MUNICIPALITY agrees to make the open space accessible to the public, unless the MUNICIPALITY and COUNTY determines that public accessibility would be detrimental to the lands, waters, or improvements thereon, or to any natural resources associated therewith [NJSA 40:12-15.6D(3)].

4. **OPEN SPACE INVENTORY.** The MUNICIPALITY shall cause the funded property to be listed in the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successors.

5. **RIGHT OF COUNTY.** To accomplish the purpose of this easement, the following rights are conveyed to the COUNTY by this easement:

A. To preserve and protect the park, recreation and open space values of the Property.

B. To prevent any activity on or use of the Property that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent use or activity.

C. The COUNTY and its agents, representatives, servants or assigns, shall be permitted to enter upon the Property at all reasonable times, after giving prior reasonable notice, in order to monitor compliance with and otherwise enforce the terms of the Easement, provided that COUNTY, its agents, etc. shall not unreasonably interfere with use and quiet enjoyment of the Property.

D. The MUNICIPALITY agrees not to lease, sell, exchange or donate the Property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of Chosen Freeholders and upon such conditions as the Monmouth County Board of Chosen Freeholders may establish [NJSA 40:12-15.6(d)(4)] including, but not limited to, replacement with land of no less or greater utility, acreage and value.

6. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with the purpose of this easement is prohibited.

7. **GREEN ACRES RESTRICTIONS.** If the lands being conveyed herein were purchased in part with Green Acres funding, they are subject to Green Acres restrictions as provided in N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36.

8. **RESERVED RIGHTS.** The MUNICIPALITY reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with this easement.

9. **GRANTEE'S REMEDIES.** If the COUNTY determines that the MUNICIPALITY is in violation of the terms of this easement or that a violation is threatened, the COUNTY shall give written notice to the MUNICIPALITY of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this easement, to restore the portion of the Property so injured. If the MUNICIPALITY or its assigns fail to correct the violation within sixty days after receipt of notice thereof from the COUNTY or under circumstances where the violation cannot be cured within the sixty day period or fails to diligently pursue curing such violation until finally cured, the COUNTY may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the term of this easement or injury to any park, recreation or open space values protected by this easement; to require the restoration of the Property to the condition that existed prior to such injury; and all costs and expenses, including reasonable attorney's fees incurred in enforcing the COUNTY's rights herein.

10. **COUNTY'S DISCRETION.** Enforcement of the terms of this easement shall be at the discretion of the COUNTY, and any forbearance by the COUNTY to exercise its rights under this easement in the event of any breach of any terms of this easement by the MUNICIPALITY shall not be deemed or construed to be a waiver by the COUNTY of such terms or any subsequent breach of the same or any other term of this easement or of any of the COUNTY'S rights under this easement. No delay or omission by the COUNTY in the exercise of any right or remedy upon any breach by the MUNICIPALITY shall impair such right or remedy or be construed as a waiver.

11. **SURVIVAL.** The terms of an Agreement between the MUNICIPALITY and the COUNTY dated _____ shall survive the delivery of this Deed of Open Space Easement and the terms of which Agreement are incorporated herein by reference.

12. **WAIVER OF CERTAIN DEFENSES.** The MUNICIPALITY hereby waives any defense of laches, estoppel or prescription.

13. **ACTS BEYOND CONTROL.** Nothing contained in this easement shall be construed to entitle the COUNTY to bring any action against the MUNICIPALITY for any injury or change in the Property resulting from causes beyond the MUNICIPALITY'S control including, without limitation, fire, flood storm and earth movement, or from any prudent action taken by the MUNICIPALITY under emergency conditions to prevent, abate or mitigate injury to the Property resulting from said causes.

14. **COSTS AND LIABILITIES.** The MUNICIPALITY shall retain all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. The MUNICIPALITY shall keep the Property free of any liens arising out of any work performed, for material furnished to or obligations incurred by the MUNICIPALITY.

15. **RISK OF LOSS.** Risk of loss or damage to the Property by fire or other casualty shall be, and is assumed, by the MUNICIPALITY. The MUNICIPALITY is required to advise the COUNTY of any occurrence which results in loss of or damage to any improvements funded by the COUNTY or which results in the impairment of the Property's park, recreation and open space use.

16. **COVENANTS.** The MUNICIPALITY covenants with the COUNTY as follows:

- (a) The MUNICIPALITY is seized of said easement and has good right and title to convey same;

- (b) The COUNTY shall quietly enjoy the said easement;
- (c) The MUNICIPALITY shall have quiet possession of the easement free from all encumbrances;

17. **SUCCESSOR.** The covenants, terms, conditions and restrictions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

This Deed of Easement is signed and attested to by Mayor Donald Fetzer and Dawn Harriman, Borough Clerk, the proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

Dawn Harriman, Borough Clerk

BY: _____
Mayor Donald Fetzer

STATE OF NEW JERSEY:

: SS.

COUNTY OF MONMOUTH:

I CERTIFY that on _____, 2022 **Dawn Harriman** personally came before me, the subscriber, a Notary Public of the State of New Jersey, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the *Municipal Clerk*; of *Borough of Sea Girt* , the municipality named in this document;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer, who is the *Mayor* of the municipality;

(c) this Deed was signed and delivered by the municipality as its voluntary act duly authorized by a proper resolution of its governing body;

(d) this person knows the proper seal of the municipality which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (such consideration is defined in N.J.S.A. 46:15-5).

Dawn Harriman, Borough Clerk

Sworn to and subscribed before
me this _____ day of _____,
2022_.



BOROUGH OF SPRING LAKE HEIGHTS
 MONMOUTH COUNTY

BOROUGH OF
 SPRING LAKE
 MONMOUTH COUNTY

TAX MAP
 BOROUGH OF SEA GIRT
 MONMOUTH COUNTY NEW JERSEY
 SCALE : 1"=100'
 PETER R. AVAKIAN, P.E. & L.S.,
 BOROUGH ENGINEER
 788 WAYSIDE ROAD
 NEPTUNE, N.J.
 TO SHOW CHANGES TO APRIL 15, 2003

APPROVED BY THE BOARD OF TAXATION
 DIVISION OF TAXATION
 PROPERTY ADMINISTRATION
 JAMES C. COLLIER, P.E.
 SAUNDERS & ASSOCIATES, C.T.A.
 UNIFORM TAX REPRESENTATIVE
 DATE: MAY 28, 2004
 SERIAL NO. 934

NO.	DATE	REVISION
1	05/28/04	ISSUE
2	05/28/04	REVISED
3	05/28/04	REVISED
4	05/28/04	REVISED
5	05/28/04	REVISED

WALL TOWNSHIP
 MONMOUTH COUNTY

SHEET 4

THIS MAP IS A PRELIMINARY MAP FOR THE TAX MAP
 AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 THE MAP IS THE PROPERTY OF SEA GIRT, N.J.
 AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

EXHIBIT E

Prepared by *Affordable Housing Professionals of New Jersey (AHPNJ)* - April 28, 2022

2022 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	Median	\$80,954	\$86,737	\$92,519	\$104,084	\$115,649	\$120,275	\$124,901	\$134,153	\$143,405	\$152,657	
Bergen, Hudson, Passaic and Sussex	Moderate	\$64,764	\$69,390	\$74,016	\$83,267	\$92,519	\$96,220	\$99,921	\$107,323	\$114,724	\$122,126	
	Low	\$40,477	\$43,368	\$46,260	\$52,042	\$57,825	\$60,138	\$62,451	\$67,077	\$71,703	\$76,329	\$223,627
	Very Low	\$24,286	\$26,021	\$27,756	\$31,225	\$34,695	\$36,083	\$37,470	\$40,246	\$43,022	\$45,797	
Region 2	Median	\$80,634	\$86,394	\$92,154	\$103,673	\$115,192	\$119,800	\$124,407	\$133,623	\$142,838	\$152,053	
Essex, Morris, Union and Warren	Moderate	\$64,507	\$69,115	\$73,723	\$82,938	\$92,154	\$95,840	\$99,526	\$106,898	\$114,270	\$121,643	
	Low	\$40,317	\$43,197	\$46,077	\$51,836	\$57,596	\$59,900	\$62,204	\$66,811	\$71,419	\$76,027	\$220,995
	Very Low	\$24,190	\$25,918	\$27,646	\$31,102	\$34,558	\$35,940	\$37,322	\$40,087	\$42,851	\$45,616	
Region 3	Median	\$94,920	\$101,700	\$108,480	\$122,040	\$135,600	\$141,024	\$146,448	\$157,296	\$168,144	\$178,992	
Hunterdon, Middlesex and Somerset	Moderate	\$75,936	\$81,360	\$86,784	\$97,632	\$108,480	\$112,819	\$117,158	\$125,837	\$134,515	\$143,194	\$258,203
	Low	\$47,460	\$50,850	\$54,240	\$61,020	\$67,800	\$70,512	\$73,224	\$78,648	\$84,072	\$89,496	
	Very Low	\$28,476	\$30,510	\$32,544	\$36,612	\$40,680	\$42,307	\$43,934	\$47,189	\$50,443	\$53,698	
Region 4	Median	\$85,831	\$91,962	\$98,092	\$110,354	\$122,615	\$127,520	\$132,425	\$142,234	\$152,043	\$161,852	
Mercer, Monmouth and Ocean	Moderate	\$68,665	\$73,569	\$78,474	\$88,283	\$98,092	\$102,016	\$105,940	\$113,787	\$121,635	\$129,482	\$230,643
	Low	\$42,915	\$45,981	\$49,046	\$55,177	\$61,308	\$63,760	\$66,212	\$71,117	\$76,022	\$80,926	
	Very Low	\$25,749	\$27,388	\$29,028	\$33,106	\$36,785	\$38,256	\$39,727	\$42,670	\$45,613	\$48,556	
Region 5	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	
Burlington, Camden and Gloucester	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	\$195,337
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564	
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738	
Region 6	Median	\$60,768	\$65,108	\$69,449	\$78,130	\$86,811	\$90,283	\$93,756	\$100,701	\$107,646	\$114,591	
Atlantic, Cape May, Cumberland, and Salem	Moderate	\$48,614	\$52,087	\$55,559	\$62,504	\$69,449	\$72,227	\$75,005	\$80,561	\$86,117	\$91,672	\$162,586
	Low	\$30,384	\$32,554	\$34,724	\$39,065	\$43,405	\$45,142	\$46,878	\$50,350	\$53,823	\$57,295	
	Very Low	\$18,230	\$19,532	\$20,835	\$23,439	\$26,043	\$27,085	\$28,127	\$30,210	\$32,294	\$34,377	

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 (Consumer price index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents between 2015 through 2021 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2022 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.