

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

**In the Matter of the Borough of Chester, County of Morris,  
Docket No. MRS-L-1661-15**

**THIS SETTLEMENT AGREEMENT** (“Agreement”) made this 1st day of November, 2018, by and between:

**BOROUGH OF CHESTER**, a municipal corporation of the State of New Jersey, County of Morris, having an address at 50 North Road, Chester, New Jersey 07930 (hereinafter the “Borough” or “Chester”);

And

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

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 6, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), as may be further amended in accordance with the terms of this settlement, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

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

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

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

**WHEREAS**, more specifically, the Court appointed Michael Bolan, P.P., A.I.C.P. to serve as the Special Master;

**WHEREAS**, with Mr. Bolan’s assistance, Chester and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

**WHEREAS**, through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the trial court, recognizing that the settlement of Mount Laurel

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

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

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

**Settlement Terms**

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

1. Chester’ “Rehabilitation” obligation is 12.
2. Chester’ “Prior Round” obligation is 16.
3. Chester’ allocation of the Round 3 regional need is 111 units.
4. For the purposes of this Agreement, the “Round 3 regional need” (also referenced as the “Third Round Prospective Need”) shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 to 2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions filed by Various Municipalities, 227 N.J. 508 (2017).
5. Pursuant to N.J.A.C. 5:93-4.2 Chester’s total Round 3 Realistic Development Potential (hereinafter “RDP”) is 66 units as calculated in Exhibit A.
6. **Satisfaction of the Rehabilitation Obligation**: The Borough has a 12-unit rehabilitation obligation, and will work with Morris County or hire a separate entity to implement an indigenous need rehabilitation program to address this component of its fair share. The Borough acknowledges the rental component of the rehab obligation and its requirement to fulfill the same under the terms of this agreement and will satisfy the rental component of its rehabilitation through the Morris County program or any other program as may be necessary.
7. **Satisfaction of the Prior Round Obligation**: The Borough has a 16-unit Prior Round obligation, which is satisfied as follows:

<b><u>Project</u></b>	<b><u>Type</u></b>	<b><u>Status</u></b>	<b><u>Units or Bedrooms</u></b>	<b><u>Bonus</u></b>	<b><u>Total</u></b>	<b><u>Description</u></b>
Project Hope	Supportive	Existing	6	4	10	91 Oakdale Road, Block 110, Lot 13

Trematore	Family Rental	Existing	1	-	1	76 Main Street, LLC, Block 129, Lot 9
CASH	Senior Rental	Existing	4	-	4	Chester Area Senior Housing, Corp. ("CASH") (245 Main Street, Block 110, Lot 48; 19-age-restricted apartments
Asdal Development, LLC			1	-	1	265 Main Street) Block 110, Lot 38; inclusionary apartment in 9-unit apartment - 8 market-rate units plus one (1) affordable unit.
Total					16	

8. **Satisfaction of the Total RDP:** The Borough has a 66-unit Total RDP as calculated in Exhibit A, and shall satisfied that obligation as follows:

<b><u>Project</u></b>	<b><u>Type</u></b>	<b><u>Status</u></b>	<b><u>Units or Bedrooms</u></b>	<b><u>Bonus</u></b>	<b><u>Total</u></b>	<b><u>Description</u></b>
<b>CASH (Senior)</b>	Senior	Existing	15	NA	15	Existing Senior Affordable
<b>TF (Family Rental)</b>	Family Rental	Proposed	36	17	53	Mixed Commercial, Townhomes and Family Affordable Rental at the Turkey Farm and Mill Ridge Site
<b>Little Italian Kitchen</b>	Supportive	Proposed	4	NA	4	Proposed Supportive Housing
<b>Total</b>			55	17	72	

The plan components shown in the above table fully satisfy the minimums and maximums for the Total RDP, inclusive of maximum age-restricted units (25% of RDP less RCAs), minimum rental units (25% including at least half available to families), and maximum rental bonus credits (equal to rental obligation).

9. **Addressing the Remaining “Unmet Need”**: For the purposes of settlement, the Borough agrees to address the 45-unit (111-66=45) remaining portion of its allocation of the Prior Round and Round 3 regional need or “unmet need” through the following mechanisms:

- a) The Borough will adopt an overlay zone at Block 133, Lot 5, as identified on the Borough’s Tax Map (hereinafter the “Chester Mall” Site”), descriptions and mapping of which is attached hereto as Exhibit B. Any affordable units generated by this site will be applied towards satisfying “unmet need.” The overlay zone in Exhibit B will be zoned for mixed use and shall permit a residential density of 10 units per acre, with a required affordable housing set-aside of 20 percent, irrespective of whether project is rental or for sale.
- b) In addition, the Borough will adopt ordinance requiring a mandatory affordable housing set aside for all new multifamily and single-family attached residential developments of five (5) units or more at a density of six or more units per acre for developments not referenced and sites not specifically referenced in this Agreement. The set aside for rental developments shall be fifteen percent (15%) and the set aside for 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 or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough.

10. The Borough’s RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 6, 2025.

11. The Borough agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed prior to July 6, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families.

12. Chester will apply “rental bonus credits” in accordance with N.J.A.C. 5:93-5.15(d).

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

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

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

16. The Borough agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, 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 25 percent of all units developed or planned to meet its Prior Round and Third Round fair share obligations.

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

18. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be affordable to households earning at or below 35 percent of the regional median household income by household size, 13 percent of affordable units in such projects shall be required to be affordable to households earning at or below 30 percent of the regional median household income by household size subject to Paragraph 13 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

19. Upon full execution of this Agreement, Chester shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Chester will place this Agreement on file in the Borough's municipal building and file a copy with the Court at least 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Chester will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and adopt all ordinances required to be adopted as part of this Agreement. The parties recognize this deadline may need to be extended based on any proceedings that must occur through or at the

Highlands Council. On a date to be established by the Court, at a “Compliance Hearing,” the Borough will seek judicial approval of Chester’ adopted Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”) and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Chester shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. As long as the Affordable Housing Plan complies with the terms set forth herein, FSHC shall support the Borough’s application for approval of its Affordable Housing Plan at the Compliance Hearing. If the Court approves this Agreement after a Fairness Hearing, the parties hereto agree not to appeal the Court’s approval. If the Court approves the Affordable Housing Plan following a Compliance Hearing, the parties agree that the Borough will be entitled to either a “Judgment of Compliance and Repose” (“JOR”) or the “judicial equivalent of substantive certification and accompanying protection as provided under the FHA,” 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. The parties further agree that the final judgment shall insulate the Borough and its Planning Board from, among other things, exclusionary zoning litigation through July 6, 2025.

20. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Chester’ Round 3 obligation is decreased to 99 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough’s Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Housing Element and Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the remaining portion of the Borough’s allocation of the Round 3 regional need, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Round 3 obligation, the Borough may carry over any resulting surplus credits to Round 4.

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

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

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

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

- a) For the midpoint realistic opportunity review date, the parties agree that the midpoint for purposes of this agreement will be July 1, 2020 pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
- b) For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of final judgment, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
- c) In addition to the foregoing postings, the Borough may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

24. This Agreement may be enforced by the Borough or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris County. If FSHC

determines that such action is necessary, the Borough consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

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

26. The Borough agrees to pay \$15,000 to FSHC, payable within 150 days of the issuance of an Order declaring this agreement fair and reasonable by the Court.

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

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

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

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

31. The Borough and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Borough and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

32. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the Borough and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Borough and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the persons executing it.



33. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the Borough and FSHC.

34. This Agreement constitutes the entire Agreement between the Borough and FSHC hereto and supersedes all prior oral and written agreements between the Borough and FSHC with respect to the subject matter hereof except as otherwise provided herein.

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

36. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the Borough and FSHC have executed and delivered this Agreement.

37. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

**TO FSHC:**

**Kevin D. Walsh, Esq.**  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Fax: (856) 663-8182  
Email: adamgordon@fairsharehousing.org

**TO THE BOROUGH:**

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

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

**Marvin Joss**  
50 North Road  
Chester, NJ 07930  
Phone: (908) 879-3660  
Fax: (908) 879-0122  
Email: administrator@chesterborough.org

**WITH A COPY TO THE  
SPECIAL MASTER:**

**Michael P. Bolan, PP /AICP**  
104 Howard Way  
P.O. Box 295  
Pennington, NJ 08534  
Phone: (609) 466-4259  
Fax: (609) 466-1588  
Email: michaelbolan@verizon.net

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

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

Witness/Attest:

**FAIR SHARE HOUSING CENTER:**

\_\_\_\_\_

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2018

Witness/Attest:

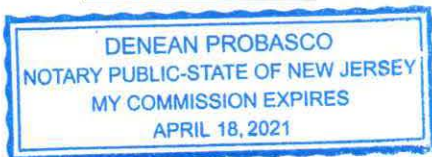
**BOROUGH OF CHESTER:**

  
  
\_\_\_\_\_

By:  \_\_\_\_\_

Janet Hoyer, Mayor  
On Behalf of the Borough of Chester

Dated: November 14, 2018



**Marvin Joss**  
50 North Road  
Chester, NJ 07930  
Phone: (908) 879-3660  
Fax: (908) 879-0122  
Email: administrator@chesterborough.org

**WITH A COPY TO THE  
SPECIAL MASTER:**

**Michael P. Bolan, PP /AICP**  
104 Howard Way  
P.O. Box 295  
Pennington, NJ 08534  
Phone: (609) 466-4259  
Fax: (609) 466-1588  
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**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

**FAIR SHARE HOUSING CENTER:**



By: 

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

Dated: 11/6/1, 2018

Witness/Attest:

**BOROUGH OF CHESTER:**

\_\_\_\_\_

By: \_\_\_\_\_

Janet Hoven, Mayor  
On Behalf of the Borough of Chester

Dated: \_\_\_\_\_, 2018

# EXHIBIT A

**EXHIBIT A  
CHESTER BOROUGH RDP**

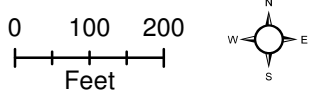
ID	Bl./Lot / Name	Gross Acres	Combined Constrained Areas -Acres	Un-constrained Acres	Density	FSHC & Boro
#1 - #4	110/ Lots 12.07, .08, .10, .11 (Mill Ridge Lane)	8.6	3.78	4.82	8	38.56
#5	110/ Lots 13, 14, 15 & 16 (Turkey Farm)	24	10.7	13.3	8	106.4
#6	119/8 - 300 Main St. Boro-old mun. bldg.	1.95	0.02	1.93	6	11.58
7	119 / 6 –280 Main St. (Braemar at Chester, LLC)	2.55	0	2.55	6	15.3
8	131 / 4 –65 Maple (Meenan Oil)	1.07	0	1.07	6	6.42
#9	119/6 (Borough/Lucent polluted tract)	18.94	1.77	17.17	6	103.02
#10	119/17 (Boro mun.bldg & open space)	56.39	53.5	2.89	6	17.34
11	110/28 –437 Main St. (Chester Realty, LLC)	4.87	4.87	2.24	6	13.44
14	101/9 –313 Rte. 206 (Storms)	15.64	15.64	0	6	0
16	Block 112, Lots 3,4 & 5 (Grace Bible Chapel)	4.16	3.20	.9613	6	5.7678
17	Block 110, Lot 57 (Roskum)	5.6	3.75	1.85	6	11.1

Total units on RDP sites: 328.9278

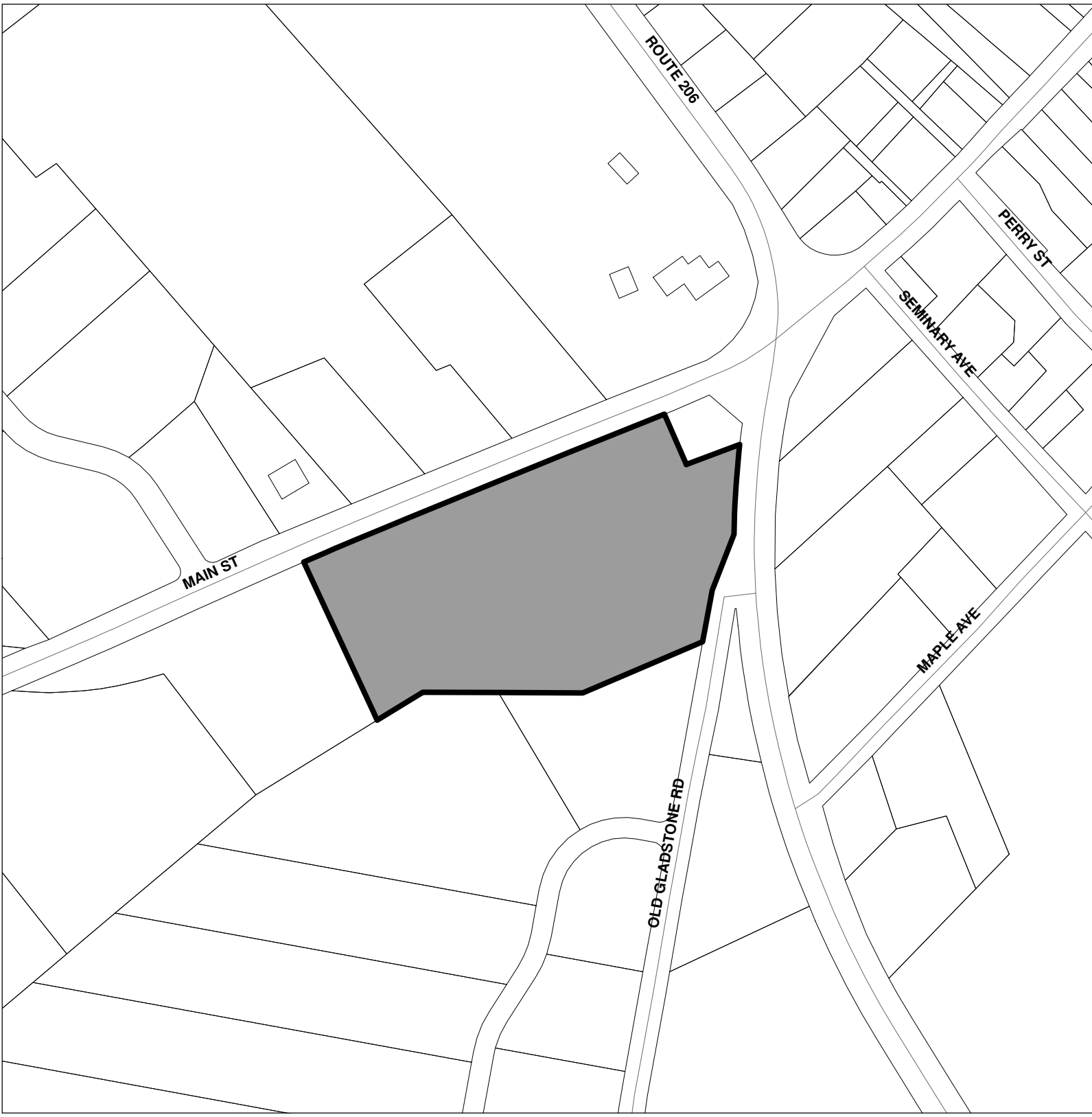
RDP 65.78556

# **EXHIBIT B**

**Exhibit B**  
**Unmet Need Overlay Zone**  
**Block 133, Lot 5**  
**Borough of Chester**



**November 2018**



**Legend**



**Block 133, Lot 5**  
 7.25-acres. Zoning will permit rental apartments @ 10 d.u./gross acre -up to 73 total rental units with a 20% affordable rental set-aside for a total of 15 affordable rental units available to the general public. Permitted building height is 40' and 3-stories. May be mixed-use with nonresidential development equal to existing nonresidential floor area. Affordable units shall be constructed and marketed in accordance with N.J.A.C. 5:80-26.1 et seq. & N.J.A.C. 5:93-1 et seq.

**Data Sources:**  
 Morris County Planning Department parcels

\*The parcel information contained on this map is not to be construed or used as a "legal description". Map information as shown is from county parcel maps, subdivision plans and other sources. Property lines as shown may not show precisely where the legal boundary lines are.