

Appendix A: Resolution 19-203

**BOROUGH OF BERNARDSVILLE
RESOLUTION #19-203**

AUTHORIZING AND DIRECTING THE BOROUGH PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER CERTAIN PROPERTY IDENTIFIED AS BLOCK 70, LOTS 1, 2, 3, 4, 5, 6, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07 AND 6.08; BLOCK 71, LOTS 4, 5, 5.01, 6, 7, 8, 9, 10, 11, 12, AND 13; BLOCK 98, LOT 1; BLOCK 124, LOT 1 AND BLOCK 144, LOT 1 AS SHOWN ON THE OFFICIAL TAX MAP OF THE BOROUGH OF BERNARDSVILLE WITHIN THE BOROUGH CONSTITUTES A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, *N.J.S.A. 40A:12A-1 ET SEQ.*

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “Act”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment in accordance with the Act; and

WHEREAS, *N.J.S.A. 40A:12A-6* authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether an area of the municipality is a non-condemnation “area in need of redevelopment” pursuant to the criteria contained in *N.J.S.A. 40A:12A-5*; and

WHEREAS, the Mayor and Borough Council consider it to be in the best interest of the Borough to have the Planning Board of the Borough (the “**Planning Board**”) conduct such an investigation to determine if certain property identified as Block 70, Lots 1, 2, 3, 4, 5, 6, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07 and 6.08; Block 71 Lots 4, 5, 5.01, 6, 7, 8, 9, 10, 11, 12, and 13, Block 98 Lot 1; Block 124, Lot 1 and Block 144, Lot 1 as shown on the official Tax Map of the Borough (the “**Study Area**”), constitute a non-condemnation “area in need of redevelopment,” in accordance with the Redevelopment Law; and

WHEREAS, the preliminary investigation will be designed to evaluate the area to determine whether designation of the Study Area as a non-condemnation “area in need of redevelopment” is appropriate and in conformance with the statutory criteria contained in *N.J.S.A. 40A:12A-5*; and

WHEREAS, the Borough Council is desirous of continuing revitalization and redevelopment efforts in the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Borough Committee of the Borough of Bernardsville as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. INVESTIGATION OF STUDY AREA AUTHORIZED

The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A.40A:12A-6* to determine whether all or a portion of the Study Area satisfies the criteria set forth in the Act, including *N.J.S.A.40A:12A-5*, to be designated as a **non-condemnation** area in need of redevelopment.

III. MAP TO BE PREPARED

As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the proposed redevelopment areas and the location of the various parcels contained therein.

IV. PUBLIC HEARING REQUIRED

The Planning Board shall conduct a public hearing, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that all or a portion of the Study Area is a non-condemnation redevelopment area.

At the hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that all or a portion of the Study Area is a non-condemnation redevelopment area. All objections to a determination that all or a portion of the Study Area is a non-condemnation area in need of redevelopment and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

V. PLANNING BOARD TO MAKE RECOMMENDATIONS

After conducting its investigation, preparing a map of the proposed non-condemnation redevelopment area, and conducting a public hearing at which all objections to the designation are received and considered, the Planning Board shall make a recommendation to the Borough as to whether the Borough should designate all or part of the Study Area as a non-condemnation area in need of redevelopment.

VI. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

VII. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.

VIII. EFFECTIVE DATE

This Resolution shall take effect immediately.

I, Anthony Suriano, Borough Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held October 15, 2019.



Exhibit A

Tax Map of Study Area

Appendix B: Map of Study Area Parcels



**Quimby Village
Study Area Parcels
October 2019
Prepared by Topology**

Appendix C: Borough of Bernardsville Zoning

ARTICLE 12 ZONING

12-1 SHORT TITLE.

This Article of the Development Regulations Chapter of the Borough of Bernardsville may be cited and referred to as the Zoning Regulations. (Ord. No. 581 § 12-1)

12-2 ESTABLISHMENT OF ZONE DISTRICTS.

12-2.1 Zone Districts.

For the purpose of this chapter, the Borough is hereby divided into sixteen (16) districts known as:

Editor's Note: For regulations pertaining to the R-10A and R-10B Zone Districts, see Article 13, Affordable Housing.

a.	R-1	Residence District
b.	R-1A	Residence District
c.	R-2	Residence District
d.	R-3	Residence District
e.	R-4	Residence District
f.	R-5	Residence District
g.	R-8	Single-Family Attached Residence District
h.	R-10A	Multi-Family Housing District
i.	R-10B	Multi-Family Housing District
j.	B-1	Business District
k.	O-B	Office Building District
l.	C-1	Commercial District
m.	I	Industrial District
n.	I-2	Light Industrial District
o.	H-D	Highway Development District
p.	R-1-10	Residence District

(Ord. No. 581 § 12-2.1; Ord. No. 801 § 4; Ord. No. 95-1041 § 2; Ord. No. 96-1057 § 1; Ord. No. 2002-1271)

12-2.2 Zoning Map.

Editor's Note: Prior ordinance history includes portions of Ordinance Nos, 581, 801, 95-1041 and 96-1057.

The boundaries of the designated zones and districts are shown upon the map designated "Zoning Map of the Borough of Bernardsville, Version 1.1" prepared by P. David Zimmerman and dated February 14, 2002 which is incorporated herein by reference. The zoning map which is part of this Article shall be filed in the office of the Borough Clerk, and all notations, references and other information shown thereon are a part of this Article and shall have the same force and effect as if the said zoning map and all such notations, references and other information shown thereon were fully set forth or described herein. (Ord. No. 2002-1271 § 2)

a. *Zoning Map Amendments.*

1. Pursuant to Ordinance No. 2014-1655, the Zoning Map is amended and redrafted according to the attached map section of the Zoning Map. (The map referred to in Ord. No. 2014-1655 is on file in the Borough Offices.) (Ord. No. 2014-1655)
2. The Zoning Map is amended to change the designation of Block 71, Lots 4, 5, 5.01 and 6-11 fronting on Quimby Lane (west side) to AHO-3 Affordable Housing Overlay in addition to its zoning designation of B-1 Business District. (Ord. No. 2018-1772)
3. The Zoning Map is amended to change the destination of Block 100, Lots 2 and 2.23-2.49 and Block 145, Lots 1 and 2, Quarry site to AHO-4 Affordable housing Overlay 4 in addition to its zoning designation of I Industrial District. (Ord. No. 2018-1772)
4. The Zoning Map of the Borough of Bernardsville is amended to change the designation of Block 62, Lot 2 fronting on Childs Road to AH-1 Affordable Housing 1 from OB Office Zone District. (Ord. No. 2018-1772)
5. The Zoning Map of the Borough of Bernardsville is amended to change the zoning designation of Block 125, Lot 25 fronting on North Finley Avenue to AH-2 Affordable Housing District from R-3 Residence District. (Ord. No. 2018-1772)
6. The Zoning Map of the Borough of Bernardsville is amended to change the designation of Block 80, Lot 15.38 municipal property fronting on Mine Brook Road to AH-3 from R-10A Multi-Family Housing District. (Ord. No. 2018-1772)
7. The Zoning Map of the Borough of Bernardsville is amended to change the designation of Block 80, Lot 59 fronting on Mine Brook Rd. to AH-4 Affordable Housing from R-4 Residence District. (Ord. No. 2018-1772)
8. The Zoning Map of the Borough of Bernardsville is amended to change the designation of Block 115, Lots 1 & 2 fronting on Pine Street/Kiwanis Field to AH-5 from R-4 Single-Family Housing District. (Ord. No. 2018-1772)
9. The Zoning Map of the Borough of Bernardsville is amended to change the zoning designation of Block 125, Lot 25 fronting on North Finley Avenue to AH-2 Affordable Housing District from R-3 Residence District. (Ord. No. 2018-1778)

12-2.3 Determination of Boundary Lines of Zone Districts.

a. The distance or bearing or both shown on the map for any zone district boundary line shall determine and govern the location of such boundary lines.

b. Where no distance or bearing is expressly stated on the map, the zone district boundary lines are

municipal boundary lines, center lines of streets, existing lot and tract lines and other expressly delineated boundary lines, as the same are indicated on the map.

c. Where no express distance is shown nor boundary line indicated in accordance with paragraph b. of this subsection, the depth of zone districts shall be deemed to be the distance from the nearest parallel street right-of-way line as regulated in the following schedule:

R-1	625 feet
R-1A	500 feet
R-2	250 feet
R-3	200 feet
R-4	150 feet
R-5	100 feet
B-1	150 feet
O-B	200 feet
C-1	200 feet

(Ord. No. 581 § 12-2.3)

12-3 BUILDING PERMITS AND BUILDING PLANS.

12-3.1 No building or structure or part thereof shall be placed, erected, constructed, reconstructed, structurally altered, added to, moved, removed or razed, nor any of such works commenced until a permit therefor has been first obtained from the Construction Official upon application made to him.

12-3.2 Before commencing to place, erect, construct, reconstruct, structurally alter, add to, move, remove, or raze any building or structure or any portion thereof, the owner or lessee thereof or the agent of either of them shall file with the Building Subcode Official an application in triplicate for a building permit on forms to be supplied by the Building Subcode Official. Such application shall state the intended use or disposition to be made of the building or structure and contain all pertinent information necessary for the Building Subcode Official to determine whether the proposed use or disposition will be in conformity with the provisions of this chapter. The application shall be accompanied by detailed plans drawn to scale and a plot plan drawn to scale, the established building lines within the block, and such other information as may be necessary or desirable to provide for the enforcement of this chapter. All plans and plot plans shall be signed by a duly licensed architect of the State of New Jersey, or a licensed professional engineer, or the owner, if the owner actually prepared the plans and files an affidavit to that effect in accordance with law.

12-3.3 No building permit shall be issued for the placing, erection, construction, reconstruction, structural alteration, addition to, moving, removal or razing of a building or structure unless the application and plans and intended use or disposition of the building or structure indicate that such building or structure is designed and intended to conform in all respects to the provisions of this chapter. In any case wherein the Building Subcode Official shall deem this chapter violated, he shall not issue such permit except upon the written order of the Board of Adjustment or other lawful authority.

12-3.4 Fees for building permits shall be paid at the time of the filing of the application in accordance with the schedule provided in the Building Ordinance and Building Code of the Borough, and any amendments thereof or supplements thereto.

(Ord. No. 581 § 12-3)

12-3A. ZONING PERMIT.

- a. No construction, reconstruction, alteration, conversion or installation of a structure, building, fence, patio, driveway, or other impervious surface, establishment of or change of use shall be undertaken unless and until a Zoning Permit is obtained from the Zoning Officer. Zoning permits shall hereafter be secured from the Zoning Officer prior to the issuance of a building permit for the construction, erection, moving or alteration of a structure, fence or sign or part of a structure or upon a change in the use as defined by the Uniform Construction Code. No tree removal permit shall be issued pursuant to subsection 13-7.1 of the Borough Code until after a zoning permit is issued, if one is required pursuant to this section. (Ord. No. 2017-1755 § 2)
- b. No Zoning Permit shall be issued until all delinquent and current real property taxes or other Borough assessments for local improvements have been paid in full for the property subject to the Zoning Permit.
- c. Application for Zoning Permits shall be submitted to the Zoning Officer using the standard form provided by the Zoning Officer. The application shall include the appropriate Zoning Permit application fee and two (2) copies of a survey or plot plan. The survey/plot plan must be drawn to scale and must show the entire property; locations and uses of all existing structures; any existing wetlands, floodplain, easements or other restrictions; locations, dimensions and height of all proposed structures/improvements; proposed setback dimensions to property lines and adjacent structures; calculations of existing and proposed lot coverage; and any other information deemed necessary by the Zoning Enforcement Officer in order to determine compliance with the provisions of this chapter. For fences, walls, sheds, signs and other structures, graphic details (e.g. construction plans, sketches, catalog photo or brochure) must accompany the application.
- d. The fee for all Zoning Permit applications shall be (\$100.00) dollars.
(Ord. No. 2015-1695; Ord. No. 2017-1755 § 2)

12-4 CERTIFICATES OF OCCUPANCY.

12-4.1 It shall be unlawful to use or occupy or permit the use or occupancy of any building or structure, in whole or in part, for any purpose whatsoever after placing, erecting, constructing, reconstructing, structurally altering, adding to, or moving the same without first obtaining a Certificate of Occupancy from the Building Subcode Official stating that the premises or building and the use thereof comply with all the provisions of this chapter.

12-4.2 In residential zone districts, any change of residential occupancy in a building or structure consistent with the last issued Certificate of Occupancy shall not require a new Certificate of Occupancy; however, any change in nonresidential occupancy in the zone districts in building or structure shall not be effected unless a new Certificate of Occupancy is secured. In nonresidential zone districts it shall be unlawful to use or occupy, or permit the use or occupancy of any building or structure, in whole or in part, for any purpose whatsoever after the ownership or right of occupancy thereof has changed, without first obtaining a Certificate of Occupancy from the Building Subcode Official, except that changes in occupancy related solely to residential uses consistent with the last issued Certificate of Occupancy shall not require a new Certificate of Occupancy.

12-4.3 A Certificate of Occupancy shall be required for any change of use of any building or structure, land or premises including any change of use under a special exception or variance.

12-4.4 No change, alteration, extension or enlargement of a nonconforming use of any building, structure, land or premises shall be made unless and until a Certificate of Occupancy has been first issued by the Building Subcode Official indicating that such alteration or extension is in conformity with the provisions of this chapter.

12-4.5 The Certificate of Occupancy shall be issued by the Building Subcode Official after application therefore by the owner or his authorized agent in triplicate, on forms to be supplied by the Building Subcode Official. Such applications shall contain all pertinent information necessary for the Building Subcode Official to determine whether said building or structure or land and use thereof are in conformity with this chapter. Where subdivisions or site plans are involved, no Certificate of Occupancy shall issue unless a fully executed Certificate of Compliance relative to same has been filed with the office of the Building Subcode Official.

12-4.6 The Certificate of Occupancy shall be issued to the owner, who shall be primarily responsible for any violation of this chapter where committed with his knowledge, but all persons who cause a violation or who do not comply with the provisions of this chapter shall be guilty of a violation hereof.

12-4.7 No Certificates of Occupancy shall be issued for any use in violation of this chapter or not in conformity with this chapter, unless and until a variance shall be granted by the Approving Authority.

12-4.8 Fees for Certificates of Occupancy shall be paid at the time of the filing of the application in accordance with the schedule provided in the Building Ordinance and Building Code of the Borough, and any amendments thereof or supplements thereto.
(Ord. No. 581 § 12-4)

12-5 R-1 RESIDENCE DISTRICT.

12-5.1 Primary Intended Use.

This zone district is designed for single family residential use but permits:

- a. Private garages conforming to subsection 12-23.3.
- b. Local municipal public buildings and uses.
- c. Farming and truck gardening. No building nor other shelter for keeping of any farm animal or fowl shall be permitted closer to any street than three hundred (300) feet nor closer to any other property line than one hundred (100) feet.
- d. Parking and facilities in accordance with Section 9-10 of this chapter.
- e. Signs conforming to subsection 12-23.14 of this chapter.
- f. Other accessory uses customarily incident to the above uses provided they do not include any activity commonly conducted for gain unless specifically permitted in this Article.
- g. Conditional Uses pursuant to Section 12-25, limited to the following:

1. Open Space Residential Development;
2. Professional Uses;
3. Institutional Uses;
4. Public Utilities;
5. Caretaker's Accessory Apartments.
6. Accessory Dwelling Unit, Detached.

h. Not more than one (1) principal building on a lot.
(Ord. No. 581 § 12-5.1; Ord. No. 94-944 § 2; Ord. No. 96-1074 § 1; Ord. No. 99-1167 § 2; Ord. No. 2001-1260 § 2)

12-5.2 Prohibited Use.

Any use other than those uses listed in subsection 12-5.1 is prohibited. (Ord. No. 581 § 12-5.2)

12-5.3 Required Conditions.

The following requirements must be complied with in the R-1 Residence District:

a. *Height.* No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.

b. *Front Yard.* There shall be a front yard of not less than one hundred twenty-five (125) feet, except that where the existing buildings on the same side of the street and within seven hundred (700) feet from each side line, exclusive of streets or private roads, form an irregular setback line, new buildings may conform to the average of such irregular setback lines, provided that no new building may project closer than one hundred (100) feet to the street or road property line nor need setback more than one hundred twenty-five (125) feet from the property line. A less than required setback line for an existing principal building may be extended laterally along the line, provided that the front yard toward the street property line is not further encroached upon and that the side line requirements are observed.

c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than seventy-five (75) feet. These requirements shall apply for a new building and for an alteration to an existing building. Additions to dwellings with insufficient sideyard setbacks, existing on April 21, 1997, shall be permitted if the dwelling is set back at least forty (40) feet from the side property line and if the addition is no closer to the side property line than the existing structure.

d. *Rear Yards.* There shall be a rear yard of at least one hundred (100) feet. This requirement shall apply for a new building and for an alteration to an existing building.

e. *Access Corridor.* No lot shall have a street frontage of less than fifty (50) feet. The width of any corridor providing access to a street shall be at least fifty (50) feet at all points.

f. *Driveway Position.* No portion of any driveway hereafter constructed shall be within ten (10) feet of a lot line of an adjacent property.

g. *Minimum Lot Area.* The minimum lot area is two hundred eighteen thousand seven hundred fifty (218,750) square feet.

h. *Lot Shape.* It must be possible to fit a circle with a diameter of three hundred fifty (350) feet completely within the lot.

i. *Building Envelope.* The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection

(NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.

j. *Surface Disturbance.* Disturbance of land containing slopes over fifteen (15%) percent shall be limited as per the following table, based on ten (10) foot contour intervals, as shown on a grading plan. The ten (10) foot contour intervals utilized to establish these categories should be those which result in the greatest slope, rather than simply using those contours which are multiples of ten (10).

**Maximum Surface Disturbance per Lot
Shall Not Exceed the Greater of:**

Slope Category	Percent of Category	Square Feet
15 - 24.99%	20%	1,000
25 - 29.99%	None	500
30% or greater	None	250

1. Exemptions. The following are exempt from the above slope disturbance limits:

(a) Septic system repair/alterations: Repairs to malfunctioning septic systems and alterations to septic systems (including the relocation of the field and/or tank and/or other related facilities), on lots which are not subject to a lot development plan for other reasons (such as new buildings, additions, or other significant land disturbance), and which are not for the purpose of expanding in order to accommodate additional bedrooms, subject to the following conditions, to the satisfaction of the Health Department:

(1) Septic system repairs/alterations with no expansion of use (as defined in N.J.A.C. 7:9A), such as to accommodate additional bedrooms; and

(2) The slope area to be disturbed is the minimum amount possible to complete the alteration; and

(3) The design engineer certifies on the plan that there is no practicable alternative for the placement of the system on the property that disturbs no steep slope areas; and

(4) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

(5) The design engineer shall submit photos prior to disturbance and after completion, along with a certification that the limits of disturbance and grading were completed in accordance with the approved plans meeting the above criteria.

(b) Temporary disturbance of land for the installation of underground lines (sewer laterals, water service, other utility lines) servicing existing buildings, subject to the following conditions:

(1) The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations, set forth at 29 CFR Part 1926, Subpart P.; and

(2) Temporary disturbance, such as temporary construction clearing or temporary storage of dirt or equipment, shall be the minimum size necessary; and

(3) The activities shall not cause any change in preconstruction elevation of the steep slope area; and

(4) Backfill the uppermost six (6) inches of any excavation with the original topsoil material; and

(5) The disturbed area shall be replanted with indigenous plants;

(6) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

k. *Minimum Floor Area.* Every dwelling hereafter erected shall have a minimum floor area excluding garages of one thousand five hundred (1,500) square feet.

1. *Additional Requirements.* For additional requirements relating to floor area, impervious coverage and front setback modification, see subsection 12-23.19.

(Ord. No. 581 § 12-5.3; Ord. No. 93-970 § 1; Ord. No. 97-1094 § 1; Ord. No. 2000-1210 §§ 3, 4; Ord. No. 2002-1274 §§ 7, 8; Ord. No. 2009-1508 § 1)

12-6 R-1A RESIDENCE DISTRICT.

12-6.1 Primary Intended Use.

This zone district is designed for single family residential use but permits any use as permitted and regulated in R-1 Residence District, including conditional uses pursuant to Section 12-25 limited to the following:

- a. Open Space Residential Development;
 - b. Professional Uses;
 - c. Institutional Uses;
 - d. Public Utilities.
 - e. Cellular towers as secondary uses on municipal properties in the R-1A District only.
- (Ord. No. 581 § 12-6.1; Ord. No. 2001-1260 § 3; Ord. No. 2005-1390 § 1)

12-6.2 Prohibited Uses.

Any use other than those permitted in subsection 12-5.1 is prohibited. (Ord. No. 581 § 12-6.2)

12-6.3 Required Conditions.

The following requirements must be complied with in the R-1A Residence District.

a. *Height.* No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height whichever is the lesser.

b. *Front Yard.* There shall be a front yard of not less than one hundred (100) feet, except that where the existing buildings on the same side of the street and within eight hundred twenty-five (825) feet from each side line, exclusive of streets or private roads, form an irregular setback line, new buildings may conform to the average of such irregular setback lines, provided that no new building may project closer than seventy-five (75) feet to the street or road property line. A less than required setback line, for an existing principal building may be extended laterally along the line, provided that the front yard toward the street property line is not further encroached upon and that the side line requirements are observed.

c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than fifty (50) feet. These requirements shall apply for a new building and for an alteration to an existing building. Additions to dwellings with insufficient sideyard setbacks, existing on April 21, 1997, shall be permitted if the dwelling is set back at least thirty (30) feet from the side property line and if the addition is no closer to the side property line than the existing structure.

- d. *Rear Yard.* There shall be a rear yard of at least one hundred (100) feet. This requirement shall apply for a new building and for an alteration to an existing building.
- e. *Access Corridor.* No lot shall have a street frontage of less than fifty (50) feet. The width of any corridor providing access to a street shall be at least fifty (50) feet at all points.
- f. *Driveway Position.* No portion of any driveway hereafter constructed shall be within ten (10) feet of a lot line of an adjacent property.
- g. *Minimum Lot Area.* The minimum lot area is one hundred thirty-seven thousand five hundred (137,500) square feet.
- h. *Lot Shape.* It must be possible to fit a circle with a diameter of two hundred seventy-five (275) feet completely within the lot.
- i. *Building Envelope.* The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.
- j. *Surface Disturbance.* Disturbance of land containing slopes over fifteen (15%) percent shall be limited as per the following table, based on ten (10) foot contour intervals, as shown on a grading plan. The ten (10) foot contour intervals utilized to establish these categories should be those which result in the greatest slope, rather than simply using those contours which are multiples of ten (10).

**Maximum Surface Disturbance per Lot
Shall Not Exceed the Greater of:**

Slope Category	Percent of Category	Square Feet
15 - 24.99%	20%	1,000
25 - 29.99%	None	500
30% or greater	None	250

1. Exemptions. The following are exempt from the above slope disturbance limits:

(a) Septic system repair/alterations: Repairs to malfunctioning septic systems and alterations to septic systems (including the relocation of the field and/or tank and/or other related facilities), on lots which are not subject to a lot development plan for other reasons (such as new buildings, additions, or other significant land disturbance), and which are not for the purpose of expanding in order to accommodate additional bedrooms, subject to the following conditions, to the satisfaction of the Health Department:

- (1) Septic system repairs/alterations with no expansion of use (as defined in N.J.A.C. 7:9A), such as to accommodate additional bedrooms; and
- (2) The slope area to be disturbed is the minimum amount possible to complete the alteration; and
- (3) The design engineer certifies on the plan that there is no practicable alternative for the placement of the system on the property that disturbs no steep slope areas; and
- (4) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.
- (5) The design engineer shall submit photos prior to disturbance and after completion, along with a certification that the limits of disturbance and grading were completed in accordance with the approved plans meeting the above criteria.

(b) Temporary disturbance of land for the installation of underground lines (sewer laterals, water service, other utility lines) servicing existing buildings, subject to the following conditions:

(1) The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations, set forth at 29 CFR Part 1926, Subpart P.; and

(2) Temporary disturbance, such as temporary construction clearing or temporary storage of dirt or equipment, shall be the minimum size necessary; and

(3) The activities shall not cause any change in preconstruction elevation of the steep slope area; and

(4) Backfill the uppermost six (6) inches of any excavation with the original topsoil material; and

(5) The disturbed area shall be replanted with indigenous plants;

(6) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

k. *Minimum Floor Area.* Every dwelling hereafter erected shall have a minimum floor area excluding garages of one thousand three hundred fifty (1,350) square feet.

l. *Additional Requirements.* For additional requirements relating to floor area, impervious coverage and front setback modification, see subsection 12-23.19. (Ord. No. 581 § 12-6.3; Ord. No. 93-970; Ord. No. 97-1094 § 2; Ord. No. 2000-1210 §§ 3, 4; Ord. No. 2002-1274 §§ 7, 8; Ord. No. 2009-1508 § 1)

12-7 R-2 RESIDENCE DISTRICT.

12-7.1 Primary Intended Use.

This zone district is designed for single family residential use but permits any use as permitted and regulated in the R-1 Residence District, except that conditional uses shall be limited to:

- a. Open space residential development.
 - b. Professional uses.
 - c. Institutional uses.
 - d. Public utilities.
- (Ord. No. 581 § 12-7.1)

12-7.2 Prohibited Use.

Any use other than those permitted in subsection 12-5.1 is prohibited. (Ord. No. 581 § 12-7.2)

12-7.3 Required Conditions.

The following requirements must be complied with in the R-2 Residence District:

a. *Height.* No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.

b. *Front Yard.* There shall be a front yard of not less than seventy-five (75) feet, except that where the existing buildings on the same side of the street and within six hundred (600) feet from each side line, exclusive of streets or private roads, form an irregular setback line, new buildings may conform to the

average of such irregular setback lines, provided that no new building may project closer than fifty (50) feet to the street or road property line nor need setback more than seventy-five (75) feet from the property line. A less than required setback line for an existing principal building may be extended laterally along the line, provided that the front yard toward the street property line is not further encroached upon and that the side line requirements are observed.

c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than thirty (30) feet. These requirements shall apply for a new building and for an alteration to an existing building. Additions to dwellings with insufficient sideyard setbacks, existing on April 21, 1997, shall be permitted if the dwelling is set back at least twenty (20) feet from the side property line and if the addition is no closer to the side property line than the existing structure.

d. *Rear Yard.* There shall be a rear yard of at least fifty (50) feet. This requirement shall apply for a new building and for an alteration to an existing building.

e. *Access Corridor.* No lot shall have a street frontage of less than fifty (50) feet. The width of any corridor providing access to a street shall be at least fifty (50) feet at all points.

f. *Driveway Position.* No portion of any driveway hereafter constructed shall be within ten (10) feet of an adjacent lot line.

g. *Minimum Lot Area.* The minimum lot area is fifty thousand (50,000) square feet.

h. *Lot Shape.* It must be possible to fit a circle with a diameter of one hundred seventy (170) feet completely within the lot.

i. *Building Envelope.* The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.

j. *Surface Disturbance.* Disturbance of land containing slopes over fifteen (15%) percent shall be limited as per the following table, based on ten (10) foot contour intervals, as shown on a grading plan. The ten (10) foot contour intervals utilized to establish these categories should be those which result in the greatest slope, rather than simply using those contours which are multiples of ten (10).

**Maximum Surface Disturbance per Lot
Shall Not Exceed the Greater of:**

Slope Category	Percent of Category	Square Feet
15 - 24.99%	20%	1,000
25 - 29.99%	None	500
30% or greater	None	250

1. Exemptions. The following are exempt from the above slope disturbance limits:

(a) Septic system repair/alterations: Repairs to malfunctioning septic systems and alterations to septic systems (including the relocation of the field and/or tank and/or other related facilities), on lots which are not subject to a lot development plan for other reasons (such as new buildings, additions, or other significant land disturbance), and which are not for the purpose of expanding in order to accommodate additional bedrooms, subject to the following conditions, to the satisfaction of the Health Department:

- (1) Septic system repairs/alterations with no expansion of use (as defined in N.J.A.C. 7:9A), such as to accommodate additional bedrooms; and
- (2) The slope area to be disturbed is the minimum amount possible to complete the

alteration; and

(3) The design engineer certifies on the plan that there is no practicable alternative for the placement of the system on the property that disturbs no steep slope areas; and

(4) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

(5) The design engineer shall submit photos prior to disturbance and after completion, along with a certification that the limits of disturbance and grading were completed in accordance with the approved plans meeting the above criteria.

(b) Temporary disturbance of land for the installation of underground lines (sewer laterals, water service, other utility lines) servicing existing buildings, subject to the following conditions:

(1) The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations, set forth at 29 CFR Part 1926, Subpart P.; and

(2) Temporary disturbance, such as temporary construction clearing or temporary storage of dirt or equipment, shall be the minimum size necessary; and

(3) The activities shall not cause any change in preconstruction elevation of the steep slope area; and

(4) Backfill the uppermost six (6) inches of any excavation with the original topsoil material; and

(5) The disturbed area shall be replanted with indigenous plants;

(6) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

k. *Minimum Floor Area.* Every dwelling hereafter erected shall have a minimum floor area excluding garages of twelve hundred (1200) square feet.

1. *Additional Requirements.* For additional requirements relating to floor area, impervious coverage and front setback modification, see subsection 12-23.19.

(Ord. No. 581 § 12-7.3; Ord. No. 93-970 § 3; Ord. No. 97-1094 § 3; Ord. No. 2000-1210 §§ 3, 4; Ord. No. 2002-1274 §§ 7, 8; Ord. No. 2009-1508 § 1)

12-8 R-3 RESIDENCE DISTRICT.

12-8.1 Primary Intended Use.

This zone district is designed for single family residential use but also permits any use as permitted and regulated in the R-1 Residence District, except that conditional uses shall be limited to:

a. Professional Uses;

b. Institutional Uses;

c. Public Utilities.

(Ord. No. 581 § 12-8.1)

12-8.2 Prohibited Use.

Any use other than those listed in subsection 12-5.1 is prohibited. (Ord. No. 581 § 12-8.2)

12-8.3 Required Conditions.

The following requirements must be complied with in the R-3 District:

- a. *Height.* No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.
- b. *Front Yard.* There shall be a front yard of not less than fifty (50) feet, except that where the existing buildings on the same side of the street and within three hundred (300) feet from each side line, exclusive of streets or private roads, form an irregular setback line, new buildings may conform to the average of such irregular setback lines, provided that no new building may project closer than forty (40) feet to the street or road property line nor need set back more than fifty (50) feet from the property line. A less than required setback line for an existing principal building may be extended laterally along the line provided that the front yard toward the street property line is not further encroached upon and that the side line requirements are observed.
- c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than fifteen (15) feet. These requirements shall apply for a new building and for an alteration to an existing building.
- d. *Rear Yard.* There shall be a rear yard of at least fifty (50) feet. This requirement shall apply for a new building and for an alteration to an existing building.
- e. *Access Corridor.* No lot shall have a street frontage of less than fifty (50) feet. The width of any corridor providing access to a street shall be at least fifty (50) feet at all points.
- f. *Driveway Position.* No portion of any driveway hereafter constructed shall be within ten (10) feet of an adjacent lot line.
- g. *Minimum Lot Area.* The minimum lot area is twenty thousand (20,000) square feet.
- h. *Lot Shape.* It must be possible to fit a circle with a diameter of one hundred (100) feet completely within the lot.
- i. *Building Envelope.* The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.
- j. *Surface Disturbance.* Disturbance of land containing slopes over fifteen (15%) percent shall be limited as per the following table, based on ten (10) foot contour intervals, as shown on a grading plan. The ten (10) foot contour intervals utilized to establish these categories should be those which result in the greatest slope, rather than simply using those contours which are multiples of ten (10).

Maximum Surface Disturbance per Lot

Shall Not Exceed the Greater of:

Slope Category	Percent of Category	Square Feet
15 - 24.99%	20%	1,000
25 - 29.99%	None	500
30% or greater	None	250

1. Exemptions. The following are exempt from the above slope disturbance limits:

- (a) Septic system repair/alterations: Repairs to malfunctioning septic systems and alterations to septic systems (including the relocation of the field and/or tank and/or other related facilities), on lots which are not subject to a lot development plan for other reasons (such as new buildings, additions, or other significant land disturbance), and which are not for the purpose of expanding in

order to accommodate additional bedrooms, subject to the following conditions, to the satisfaction of the Health Department:

(1) Septic system repairs/alterations with no expansion of use (as defined in N.J.A.C. 7:9A), such as to accommodate additional bedrooms; and

(2) The slope area to be disturbed is the minimum amount possible to complete the alteration; and

(3) The design engineer certifies on the plan that there is no practicable alternative for the placement of the system on the property that disturbs no steep slope areas; and

(4) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

(5) The design engineer shall submit photos prior to disturbance and after completion, along with a certification that the limits of disturbance and grading were completed in accordance with the approved plans meeting the above criteria.

(b) Temporary disturbance of land for the installation of underground lines (sewer laterals, water service, other utility lines) servicing existing buildings, subject to the following conditions:

(1) The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations, set forth at 29 CFR Part 1926, Subpart P.; and

(2) Temporary disturbance, such as temporary construction clearing or temporary storage of dirt or equipment, shall be the minimum size necessary; and

(3) The activities shall not cause any change in preconstruction elevation of the steep slope area; and

(4) Backfill the uppermost six (6) inches of any excavation with the original topsoil material; and

(5) The disturbed area shall be replanted with indigenous plants;

(6) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

k. *Minimum Floor Area.* Every dwelling hereafter erected shall have a minimum floor area excluding garages of one thousand (1,000) square feet.

1. *Additional Requirements.* For additional requirements relating to floor area, impervious coverage and front setback modification, see subsection 12-23.19.

(Ord. No. 581 § 12-8.3; Ord. No. 93-970 § 4; Ord. No. 97-1094 § 4; Ord. No. 2000-1210 §§ 3, 4; Ord. No. 2002-1274 §§ 7, 8; Ord. No. 2009-1508 § 1)

12-9 R-4 RESIDENCE DISTRICT.

12-9.1 Primary Intended Use.

This zone district is designed for single family residential use but also permits any use as permitted and regulated in the R-1 Residence District, except that conditional uses shall be limited to:

a. Professional Uses;

- b. Institutional Uses;
 - c. Public Utilities.
- (Ord. No. 581 § 12-9.1)

12-9.2 Prohibited Use.

Any use other than those listed in subsection 12-5.1 is prohibited. (Ord. No. 581 § 12-9.2)

12-9.3 Required Conditions.

The following requirements must be complied with in the R-4 District.

a. *Height.* No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.

b. *Front Yard.* There shall be a front yard of not less than forty (40) feet, except that where the existing buildings on the same side of the street and within three hundred (300) feet from each side line, exclusive of streets or private roads, form an irregular setback line, new buildings may conform to the average of such irregular setback lines, provided that no new building may project closer than thirty (30) feet to the street or road property line nor need setback more than forty (40) feet from the property line. A less than required setback line for an existing principal building may be extended laterally along the line, provided that the front yard toward the street property line is not further encroached upon and that the side line requirements are observed.

c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than ten (10) feet. These requirements shall apply for a new building and for an alteration to an existing building. Additions to dwellings with insufficient sideyard setbacks, existing on April 21, 1997, shall be permitted if the dwelling is set back at least eight (8) feet from the side property line and if the addition is no closer to the side property line than the existing structure.

d. *Rear Yard.* There shall be a rear yard of at least forty (40) feet. This requirement shall apply for a new building and for an alteration to an existing building.

e. *Access Corridor.* No lot shall have a street frontage of less than fifty (50) feet. The width of any corridor providing access to a street shall be at least fifty (50) feet at all points.

f. *Driveway Position.* No portion of any driveway hereafter constructed shall be within eight (8) feet of a lot line of an adjacent property.

g. *Minimum Lot Area.* The minimum lot area is eleven thousand two hundred fifty (11,250) square feet.

h. *Lot Shape.* It must be possible to fit a circle with a diameter of seventy-five (75) feet completely within the lot.

i. *Building Envelope.* The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.

j. *Surface Disturbance.* Disturbance of land containing slopes over fifteen (15%) percent shall be limited as per the following table, based on ten (10) foot contour intervals, as shown on a grading plan. The ten (10) foot contour intervals utilized to establish these categories should be those which result in the greatest slope, rather than simply using those contours which are multiples of ten (10).

Maximum Surface Disturbance per Lot

Shall Not Exceed the Greater of:

Slope Category	Percent of Category	Square Feet
15 - 24.99%	20%	1,000
25 - 29.99%	None	500
30% or greater	None	250

1. Exemptions. The following are exempt from the above slope disturbance limits:

(a) Septic system repair/alterations: Repairs to malfunctioning septic systems and alterations to septic systems (including the relocation of the field and/or tank and/or other related facilities), on lots which are not subject to a lot development plan for other reasons (such as new buildings, additions, or other significant land disturbance), and which are not for the purpose of expanding in order to accommodate additional bedrooms, subject to the following conditions, to the satisfaction of the Health Department:

(1) Septic system repairs/alterations with no expansion of use (as defined in N.J.A.C. 7:9A), such as to accommodate additional bedrooms; and

(2) The slope area to be disturbed is the minimum amount possible to complete the alteration; and

(3) The design engineer certifies on the plan that there is no practicable alternative for the placement of the system on the property that disturbs no steep slope areas; and

(4) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

(5) The design engineer shall submit photos prior to disturbance and after completion, along with a certification that the limits of disturbance and grading were completed in accordance with the approved plans meeting the above criteria.

(b) Temporary disturbance of land for the installation of underground lines (sewer laterals, water service, other utility lines) servicing existing buildings, subject to the following conditions:

(1) The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations, set forth at 29 CFR Part 1926, Subpart P.; and

(2) Temporary disturbance, such as temporary construction clearing or temporary storage of dirt or equipment, shall be the minimum size necessary; and

(3) The activities shall not cause any change in preconstruction elevation of the steep slope area; and

(4) Backfill the uppermost six (6) inches of any excavation with the original topsoil material; and

(5) The disturbed area shall be replanted with indigenous plants;

(6) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

k. *Minimum Floor Area.* Every dwelling hereafter erected shall have a minimum floor area excluding garages of one thousand (1000) square feet.

1. *Additional Requirements.* For additional requirements relating to floor area, impervious coverage and front setback modification, see subsection 12-23.19.

(Ord. No. 581 § 12-9.3; Ord. No. 93-970 § 5; Ord. No. 97-1094 § 5; Ord. No. 2000-1210 §§ 3, 4; Ord. No. 2002-1274 §§ 7, 8; Ord. No. 2009-1508 § 1)

12-10 R-5 RESIDENCE DISTRICT.

12-10.1 Primary Intended Use.

This zone district is designed for single family residential use but also permits any use as permitted and regulated in the R-1 Residence District, except that conditional uses shall be:

- a. Professional Uses;
 - b. Institutional Uses;
 - c. Public Utilities;
 - d. Single Family Attached Residential Units.
- (Ord. No. 581 § 12-10.1)

12-10.2 Prohibited Uses.

Any use other than those listed in subsection 12-5.1 is prohibited. (Ord. No. 581 § 12-10.2)

12-10.3 Required Conditions.

The following requirements must be complied with in the R-5 Residence District.

- a. *Height.* No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.
- b. *Front Yard.* There shall be a front yard of not less than thirty (30) feet, except that where the existing buildings on the same side of the street and within two hundred (200) feet from each side line, exclusive of streets or private roads, form an irregular setback line, new buildings may conform to the average of such irregular setback lines, provided that no new building may project closer than twenty (20) feet from the property line. A less than required setback line for an existing principal building may be extended laterally along said line, provided that the front yard toward the street property line is not further encroached upon and that the side line requirements are observed.
- c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than seven (7) feet, provided. These requirements shall apply for a new building and for an alteration to an existing building. Additions to dwellings with insufficient sideyard setbacks, existing on April 21, 1997, shall be permitted if the dwelling is set back at least six (6) feet from the side property line and if the addition is no closer to the side property line than the existing structure.
- d. *Rear Yard.* There shall be a rear yard of at least twenty-five (25) feet. This requirement shall apply for a new building and for an alteration to an existing building.
- e. *Lot Width.* No lot shall have a street frontage of less than fifty (50) feet. The width of the lot shall be at least fifty (50) feet at all points.
- f. *Minimum Lot Area.* The minimum lot area is five thousand (5,000) square feet.
- g. *Lot Shape.* It must be possible to fit a circle with a diameter of fifty (50) feet completely within the lot.

h. *Building Envelope*. The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.

i. *Surface Disturbance*. Disturbance of land containing slopes over fifteen (15%) percent shall be limited as per the following table, based on ten (10) foot contour intervals, as shown on a grading plan. The ten (10) foot contour intervals utilized to establish these categories should be those which result in the greatest slope, rather than simply using those contours which are multiples of ten (10).

**Maximum Surface Disturbance per Lot
Shall Not Exceed the Greater of:**

Slope Category	Percent of Category	Square Feet
15 - 24.99%	20%	1,000
25 - 29.99%	None	500
30% or greater	None	250

j. *Minimum Floor Area*. Every dwelling hereafter erected shall have a minimum floor area excluding garages of eight hundred (800) square feet.

1. Exemptions. The following are exempt from the above slope disturbance limits:

(a) Septic system repair/alterations: Repairs to malfunctioning septic systems and alterations to septic systems (including the relocation of the field and/or tank and/or other related facilities), on lots which are not subject to a lot development plan for other reasons (such as new buildings, additions, or other significant land disturbance), and which are not for the purpose of expanding in order to accommodate additional bedrooms, subject to the following conditions, to the satisfaction of the Health Department:

(1) Septic system repairs/alterations with no expansion of use (as defined in N.J.A.C. 7:9A), such as to accommodate additional bedrooms; and

(2) The slope area to be disturbed is the minimum amount possible to complete the alteration; and

(3) The design engineer certifies on the plan that there is no practicable alternative for the placement of the system on the property that disturbs no steep slope areas; and

(4) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

(5) The design engineer shall submit photos prior to disturbance and after completion, along with a certification that the limits of disturbance and grading were completed in accordance with the approved plans meeting the above criteria.

(b) Temporary disturbance of land for the installation of underground lines (sewer laterals, water service, other utility lines) servicing existing buildings, subject to the following conditions:

(1) The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations, set forth at 29 CFR Part 1926, Subpart P.; and

(2) Temporary disturbance, such as temporary construction clearing or temporary storage of dirt or equipment, shall be the minimum size necessary; and

(3) The activities shall not cause any change in preconstruction elevation of the steep slope

area; and

(4) Backfill the uppermost six (6) inches of any excavation with the original topsoil material; and

(5) The disturbed area shall be replanted with indigenous plants;

(6) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

k. *Additional Requirements.* For additional requirements relating to floor area and impervious coverage, see subsection 12-23.19.

(Ord. No. 581 § 12-10.3; Ord. No. 93-970 § 6; Ord. No. 97-1094 § 6; Ord. No. 2000-1210 §§ 3, 4; Ord. No. 2002-1274 §§ 7, 8; Ord. No. 2009-1508 § 1)

12-11 R-8 SINGLE FAMILY ATTACHED RESIDENCE DISTRICT.

12-11.1 Primary Intended Use.

The R-8 District is designed for single family attached residential units. For the purpose of administering this Article, single family attached residential units shall be defined as a dwelling accommodation within a building containing more than one (1) but not more than six (6) single family dwelling units, provided each separate dwelling unit:

a. Is attached to other similar dwelling units by one (1) or more party walls, or portions thereof, extending from the foundation to the roof;

b. Provides at least two (2) separate means of access to the outside for each dwelling unit.

A single family attached residential unit may include a building or structure in fee simple, condominium, or cooperative ownership, or any combination thereof.

(Ord. No. 581 § 12-11.1)

12-11.2 Prohibited Use.

Any use other than those listed in subsection 12-11.1 above is prohibited. (Ord. No. 581 § 12-11.2)

12-11.3 Required Conditions.

The following conditions must be complied with in the R-8 Zone District.

a. *Height.* No building shall exceed a maximum of thirty-five (35) feet in height.

b. *Setbacks.* No building or structure shall be located closer than:

1. One hundred (100) feet from the right-of-way line of any State highway;
2. Fifty (50) feet from the right-of-way line of any municipal or county road;
3. Thirty-five (35) feet from any residence district boundary line;
4. Thirty-five (35) feet from any nonresidential district boundary line;
5. Twenty-five (25) feet from the curblineline of any internal private roads.

c. *Buffer Areas.* Those setbacks required in subsection 12-11.3b1, 2 and 3 above shall be buffer landscaped areas and shall not contain any building, structure or improvements other than access into the interior of the tract as approved by the Planning Board. Vehicular access from any state highway is

specifically prohibited. Off-street parking is permitted within the setback required in paragraph 4. above provided the parking is not closer than ten (10) feet from any nonresidential district boundary line. This ten (10) foot buffer area must be landscaped as approved by the Planning Board. The twenty-five (25)-foot setback required in paragraph 5. above shall not permit a parking area other than that permitted on the driveway leading to an attached garage. This setback shall be landscaped as approved by the Planning Board.

d. *Density.* The gross density for any development in the R-8 Zone shall not exceed seven (7) single family attached dwelling units per acre, notwithstanding any other provisions of this chapter. The maximum number of dwelling units for any project shall be determined by multiplying the total area of the tract in acres within the R-8 Zone exclusive of any abutting public streets by seven (7). Any fractional number of units shall be deleted.

e. *Minimum Floor Area.* Every single family attached residential unit hereafter erected and containing one (1) bedroom shall have a minimum floor area of seven hundred (700) square feet per unit and every single family attached residential unit hereafter erected and containing more than one (1) bedroom shall have a minimum floor area of an additional two hundred (200) square feet for each additional bedroom.

f. *Off-Street Parking.* Off-street parking shall be provided in accordance with Section 9-10 of this chapter.

g. *Rooms.* Any room other than a living room, dining room, kitchen, bathroom, laundry room, utility room, foyer or hallway shall be construed as a bedroom and every unit constructed shall be presumed to have at least one (1) bedroom. The number of bedrooms per single family attached residential unit is unrestricted provided, however, the total number of more than two (2) bedroom units shall not exceed the total number of two (2) or less bedroom units and there shall not be more than eighteen (18) bedrooms per gross acre. Under no circumstances shall the bedroom mix result in a gross density that exceeds seven (7) single family attached residential units per acre.

h. *Open Space.* There shall be a minimum distance of thirty (30) feet between all structures containing dwelling units.

i. *Landscaping.* A Landscaping Plan shall be submitted and be subject to review and approval by the Planning Board at the same time as the Site Plan. The Landscaping Plan will show in detail the location, size, and type of all plantings including lawns to be used on the site. All areas not used for buildings or off-street parking shall be including in the Landscaped Plan. All parking and service areas shall be so screened that said areas are shielded from residential areas adjacent to the site.

j. *Access.* All ingress and egress streets and driveways shall only be located within the R-8 Zone at locations approved by the Planning Board. All recreation areas shall be shown on the Site Plan and shall be subject to review and approval by the Planning Board.

k. *Lighting.* Yard lighting shall be provided during the hours of darkness to provide illumination for the premises and all interior sidewalks, walkways and parking areas thereon. All wiring shall be laid underground and all lighting fixtures shall be arranged so that the direct source of light is not visible from any residential areas adjacent to the site.

1. *Architecture and Construction.* From a design and construction standpoint, a single family attached residence structure has two (2) basic options.

1. It shall be designed and constructed to resemble a large single family residence, or

2. It shall be designed and constructed, with appropriately different single family attached residences, setbacks, and rooflines so as to reflect the combination of more than one (1), but not more than six (6) single family attached residences.

The architecture employed shall be aesthetically in keeping with the surrounding area and shall be

subject to approval by the Planning Board. All buildings shall be constructed in accordance with the Building Code and shall comply with the following requirements:

(a) The exterior of each building wall of single family attached residences shall be of wood, brick or stone facing, solid brick or stone, or some other acceptable durable material. Asbestos shingle and cinder or concrete block as exterior finishes are prohibited. The applicant shall submit to the Planning Board for review and approval, in addition to any and all other documents required by any other ordinance concerning Site Plan Review, floor plans, elevation drawings, color rendering and detailed finish schedules.

(b) The exterior of accessory structures shall harmonize architecturally with and be constructed of materials of a like character to those used in principal structures.

(c) There shall be between single family attached residences a soundproof fire wall constructed according to the specifications approved by the Borough Engineer. Such noncombustible wall shall have a sound transmission classification (STC) of not less than fifty-two (52) based on the laboratory test procedure specified in the ASTM (American Society of Testing Materials) recommended practice E-90-66-T.

m. *Utilities.* Every single family attached residential unit must be connected to the public sanitary sewer and water systems as approved by the Borough Engineer. All utilities shall be installed underground. Every dwelling unit shall be serviced by a fire hydrant within five hundred (500) feet of the unit which hydrant shall be connected to a six (6)-inch main. If more than one (1) fire hydrant is required, the hydrants shall be connected to an eight (8)-inch main.

n. *Roads.* All internal roads and driveways within the project shall be private roads constructed and maintained by the developer pursuant to specifications prepared by the Borough Engineer and subject to approval of the Planning Board. All internal roadways shall be designed for maximum safety and convenience and shall not be less than twenty (20) feet in width for two-way traffic nor less than twelve (12) feet in width for one-way traffic. Additional width shall be provided when curbside parking in a roadway is provided.

o. *Storage Space.* A storage area having a minimum floor area of forty-eight (48) square feet, and having both width and length of at least four (4) feet may be located in the basement, cellar, or garage serving the unit or in a structure with exterior access attached to the unit. If in a garage, the space shall be located beyond an area for vehicle parking having minimum dimensions of nine (9) feet in width and eighteen (18) feet in length.

p. *Fees.* At the time of filing an application for Site Plan Approval, the applicant will file with the Borough Clerk a fee of seventy-five (\$75.00) dollars per dwelling unit within the project. The fees shall be used to defray the cost of processing the application. No part of the application fee is refundable. At such time as the Site Plan is approved by the Planning Board but prior to the issuance of a Building Permit, the applicant shall file with the Borough Clerk an inspection fee equal to or not less than five (5%) percent of the estimated costs of all improvements on site exclusive of the dwelling structures. The fee shall be determined by the Borough Engineer and will be used to defray any engineering inspections made by the Borough. Any part of the fee that is not used as above outlined will be returned to the developer after approval by the Borough Council.

q. *Easements.* Any easements as required by the Planning Board, after review by the Borough Engineer, shall be shown on the Site Plan and the easements shall be given to the Borough at such time as the Site Plan is approved. The easements may include but are not necessarily limited to utility lines, public improvements, and ingress and egress for emergency vehicles.

r. *Guarantees.* The developer shall furnish to the Borough as a condition of Site Plan approval such guarantees, covenants, Master Deed or Developer's Agreement, which shall satisfy the requirements of the Planning Board for the construction and maintenance of common areas, landscaping, recreational areas, public improvements and buildings.
(Ord. No. 581 § 12-11.3)

12-12 B-1 BUSINESS DISTRICT.

12-12.1 Primary Intended Use.

This zone is limited to business uses of retail sales and service type such as stores, shops, business and professional offices, restaurants, banks, theaters, newspaper offices, printing establishments, recreational instructional studios, and accessory uses customarily incident to the above uses; and to such uses on the ground floor combined with upper-story studio and one (1) bedroom residential units. Dependent living facilities are permitted. Additionally, the following uses are permitted:

- a. Conditional uses pursuant to Section 12-25 limited to the following:
 1. Institutional Uses;
 2. Public Utilities;
 3. Public Garages;
 4. Hotels;
 5. Reserved;
 6. Outdoor Dining.
- b. Sidewalk sales shall be permitted on not more than nine (9) days during each calendar year, which days shall be authorized by the Borough Clerk subject to the following standards:
 1. Goods and merchandise may be displayed only upon a sidewalk area immediately in front of the business establishment selling same and in such a manner as to permit the free flow of pedestrian traffic on the sidewalk.
 2. Goods and merchandise shall be of the same type and quality as that ordinarily maintained and sold by the business establishment conducting the sale.
 3. Goods and merchandise shall be displayed in such manner as to permit sales to pedestrians on sidewalk areas. Sales shall not be conducted or made to pedestrians walking or standing in streets, roads or other areas where motor vehicles ordinarily travel.
 4. No advertising signs larger than twelve inches by twenty-four (12 x 24) inches shall be utilized in sidewalk sales.
 5. Business establishments adjacent to parking areas may set aside portions thereof by clearly marking some and restricting the areas to sidewalk sales. Booths or other displays shall be located in such a manner as to permit the free flow of traffic through the area.
 6. Sidewalk sales shall be restricted between the hours of 9:00 a.m. and 6:00 p.m., prevailing time.
 7. The use of public address systems, bells, music, auctioneers or other devices or activities not otherwise utilized by business establishments in the ordinary course of business shall not be permitted in

conjunction with sidewalk sales.

8. The location of booths and other merchandise displays along sidewalks and in parking areas shall be subject to approval by an authorized member of the Police Department of the Borough of Bernardsville and the Fire Department of the Borough of Bernardsville. Any party failing to comply with a written directive from either of the agencies shall be deemed to be in violation of this chapter.

(Ord. No. 581 § 12-12.1; Ord. No. 769 § 1; Ord. No. 93-947 § 3; Ord. No. 94-990 § 1; Ord. No. 98-1149 § 1 Art. 12; Ord. No. 2001-1261 § 2; Ord. No. 2003-1322 § 1; Ord. No. 2003-1323 § 2; Ord. No. 2013-1623 § 2; Ord. No. 2014-1654 § 2)

12-12.2 Prohibited Uses; Used Car Sales as Accessory Use.

a. This zone shall prohibit any business conducted outside the confines of the building, except that sidewalk sales shall be permitted as provided in subsection 12-12.1b, and used car sales are permitted outside the confines of the building as an accessory use to a franchised new car dealer only when all of the following requirements are complied with:

1. The area devoted to the accessory use is no larger than twice the ground floor area of the building in which the principal use of the premises is conducted.
2. The area devoted to the accessory use is surfaced with an asphalt, bituminous or cement binder pavement which shall be graded and drained to dispose of all surface water.
3. Any lighting in connection with the accessory use shall be so arranged as to reflect the light downward away from all adjoining residence buildings, residence zones or streets.
4. The area to be used for the permitted accessory use shall be at all times clearly and legibly marked on the required paved surface.

b. The following uses are also prohibited:

1. Any process of manufacture, fabrication, assembly, treatment, conversion or alteration which is not an accessory use clearly incidental to the operation of permitted business or use actually conducted on the premises.
2. All residential construction or conversion where the first floor is intended for residential use.
3. Coin-operated vending machines, unless operated within the confines of a principal building or unless permitted by subsection 12-25.2 of this chapter.
4. Roadstands and establishments commonly called snack bars, and similar businesses engaged in the sale of food, soft drinks, ice cream and similar confections which are so prepared and served as to be intended for immediate consumption, and where the customers are served while seated or standing outside the confines of the building or structure in which the business is conducted.
5. Motels or tourist cabins; trailer camps or other storage or parking of trailers.
6. Junk yards, dumps, refuse depots, second-hand material yards, automobile graveyards or disassembly plants, and places for storing, baling or treating junk, old iron, rags, bottles or scrap paper.
7. Commercial warehouses.
8. Coal and lumber yards.
9. Fuel distributing plants or storage yards; express, carting or hauling yards.
10. Bottling works; milk bottling or processing plants.
11. Contractor's plant or yard for storage of equipment or materials; storage or parking in the open of trucks, tractors, cranes, bulldozers, power shovels, or other similar apparatus or equipment except

during the course of construction or at the premises.

12. The bulk storage of explosives, inflammable or poisonous gases; the bulk storage of crude oil or any of its volatile products or other flammable liquids.

13. Carousels, roller coasters, merry-go-rounds, ferris wheels, pony riding tracks, exhibitions or wild animals and similar commercial amusements, except in connection with a carnival or circus having a special permit from the Governing Body.

14. Slaughtering poultry and animals; rendering lards of fats and smoking meats, whether or not the same is incidental to a retail business.

15. Stone or monument works.

16. Wholesale bakery.

17. Any commercial or industrial use.

c. For the purpose of this chapter, such uses as laundries, cleaning and dyeing establishments, bakeries and the like shall be deemed to be industries where they employ more than five (5) persons used in the processing or manufacturing of a product or use more than a total of ten (10) horsepower machinery, but is not intended that a retail store or service establishment such as a hotel, department store, or bank be limited in the number of its employees.

d. *Nuisances.* No stores, shop or office in any building shall use any noisemaking instrument such as phonographs, loudspeakers, amplifiers, radios, television sets or similar devices which are so situated as to be heard outside any building. No smoke, dust, fumes or objectionable odor shall be emitted from any building. The display of merchandise on the exterior premises of any building is prohibited, except as to sidewalk sales as provided herein.

(Ord. No. 581 § 12-12.2; Ord. No. 93-947 §§ 4, 5; Ord. No. 94-982 § 1; Ord. No. 98-1149 § 1 Art. 12)

12-12.3 Required Conditions.

The following requirements must be complied with in the B-1 District, except for a dependent living facility for which required conditions are set forth in subsection 12-12.4:

a. *Height.* No building shall have a height of greater than two (2) stories or thirty (30) feet, whichever is less, wherein all stories are used for permitted business or commercial uses. No building shall have a height of greater than three (3) stories or thirty-five (35) feet, whichever is less, if used for business or commercial use in the first story and residential use above.

b. *Front Yard.* There shall be a front yard of not less than ten (10) feet, except that where the existing buildings on the same side of the street and within two hundred (200) feet from an established setback, new buildings shall conform to such established line, provided no new building need set back more than fifteen (15) feet from the front street property line.

c. *Side Yards.* All business buildings may be built without side yards except that there shall be a minimum side yard of ten (10) feet where a business zone adjoins a residence zone.

d. *Rear Yard.* There shall be a rear yard of ten (10) feet except that there shall be a rear yard of at least twenty-four (24) feet where property abuts any residence zone district. Where an alley separates the business from the residential zone, the full alley width may be counted as part of the required yard. Off-street parking may be counted as part of the required yard.

e. *Minimum Floor Area.* The minimum net rentable space for residential units in upper stories shall

be five hundred (500) square feet for studio (zero (0)-bedroom) units and six hundred seventy-five (675) square feet for one (1)-bedroom units.

f. *Maximum Impervious Coverage.* The maximum coverage of any lot by impervious surfaces (building and paved areas) shall be eighty-five (85%) percent.

g. Parking and loading shall be provided in accordance with Section 9-10.

(Ord. No. 581 § 12-12.3; Ord. No. 769 § 1; Ord. No. 93-946 § 3; Ord. No. 93-947 § 6; Ord. No. 98-1149 § 1 Art. 12; Ord. No. 2001-1261 § 1; Ord. No. 2003-1323 § 2; Ord. No. 2005-1377 § 1)

12-12.4 Required Conditions For Dependent Living Facilities.

Except where higher requirements are set forth herein, a dependent living facility shall comply with N.J.A.C. 8:36-1 to 8:36-16 and N.J.A.C. 8:36-18, as amended from time to time and any other applicable State and County regulations. The application for development shall include an approved certificate of need from the NJ Department of Health. The following requirements must be complied with in the B-1 Zone Districts for a dependent living facility.

a. *Height.* No building shall have a height of greater than three (3) stories or thirty-five (35) feet whichever is the lesser.

b. *Front Yard.* There shall be a front yard of not less than forty (40) feet.

c. *Side Yards.* There shall be two (2) side yards and no side yard shall be less than twenty-five (25) feet. If the side yard abuts a residential zone, the side yard shall not be less than fifty (50) feet.

d. *Rear Yard.* There shall be a rear yard of not less than twenty-five (25) feet. If the rear yard abuts a residential zone, the rear yard shall not be less than fifty (50) feet.

e. *Maximum Improved Lot Coverage.* The maximum improved lot coverage shall not exceed fifty (50%) percent.

f. *Parking.* There shall be one (1) parking space per unit. Parking shall conform to Section 9-10 Site Design And Parking Standards of the Bernardsville Land Development Ordinance.

g. *Emergency Access.* All sides of the dependent living facility building shall be accessible by emergency vehicles.

h. *Minimum Lot Area.* The minimum lot area is two (2.0) acres.

i. *Units.* The maximum number of units is twenty-five (25) units per acre.

(Ord. No. 2003-1323 § 2)

12-13 O-B OFFICE BUILDING DISTRICT.

12-13.1 Primary Intended Use.

The "O-B" District is designed for offices for executive or administrative purposes, banks, and offices for physicians, dentists, or architects, engineers, attorneys, accountants and like professional uses. No building shall be permitted with a mixed residential and nonresidential use in the building. (Ord. No. 581 § 12-13.1)

12-13.2 Prohibited Use.

Any use other than those listed in subsection 12-13.1 is prohibited. (Ord. No. 581 § 12-13.2)

12-13.3 Required Conditions.

All office buildings shall meet the following requirements:

- a. *Height.* No building shall exceed a height of two (2) stories or thirty-five (35) feet, whichever results in the lesser height.
- b. *Front Yard.* There shall be a front yard of at least forty (40) feet.
- c. *Side Yard.* There shall be two (2) side yards neither of which shall be less than twelve (12) feet.
- d. *Rear Yard.* There shall be a rear yard of at least forty (40) feet.
- e. *Off-Street Parking.* Off-street parking must comply with the requirements of Section 9-10.
- f. *Minimum Lot Area.* There shall be a minimum lot area of fifteen thousand (15,000) square feet with a minimum width of one hundred (100) feet measured at the front lot line.
- g. *Distance Between Buildings.* No building shall be erected closer than twenty-four (24) feet with a minimum width of one hundred (100) feet measured at the front lot line.
- h. *Utilities.* All utilities must be underground including electricity and gas. Every structure must be connected to the public sanitary sewer and water systems in a manner approved by the Borough Engineer. Drainage facilities shall be provided to dispose properly of all surface water as required by the Borough Engineer and approved by the Planning Board.
- i. *Landscaping.* Those portions of the entire site that are not used for off-street parking or buildings shall be attractively planted and maintained with trees, shrubs, plants and grass lawns as required by the Planning Board.
- j. *Trash Disposal.* Each business building shall provide a fireproof enclosure contained within an area or areas concealed from any customers' parking area or any adjacent property solely for orderly deposit and pick up of trash, and this enclosure shall be shown on the Site Plan and approved as part of it.
- k. *Architecture and Construction.* Office building structures shall be architecturally designed so as to be aesthetically in keeping with the surrounding area and as approved by the Planning Board. The location and placement of the building on the land shall be done in a manner to insure, while meeting required setback side and rear line requirements, the best possible blending of land and building.

All buildings shall be constructed in accordance with the Building Code and shall comply with all requirements of the Fire Code as well as other applicable municipal or State requirements and in addition shall comply with the following requirements:

1. The exterior of each building wall of office business structures shall be of a brick or stone facing, solid brick or stone, or some other accepted durable material. Asbestos shingle and cinder or concrete block as an exterior finish are permitted only when specifically approved by the Planning Board.
2. The exterior of accessory structures shall harmonize architecturally with and be constructed of materials of a like character to those used in principal structures.
3. All stairways shall be contained within office business structures.
4. There shall be between each office on the same floor level, a soundproof fire wall constructed according to the specifications approved by the Borough Engineering and Construction Official. Such non-combustible wall shall have a Sound Transmission Classification (STC) of not less than fifty-two (52) based on the laboratory test procedure specified in the ASTM (American Society of Testing Materials) recommended practice E-90-66T.

5. There shall be between each office on different floor levels, materials having a Sound Transmission Classification (STC) of not less than fifty (50) as described in (4) above as well as an Impact Noise Rating (INR) of zero (0) as specified in ISO recommendation R-140 (Field and Laboratory Measurements of Airborne and Impact Sound Transmission - First Edition, January 1960) for measuring impact transmission with a standard tapping machine.
(Ord. No. 581 § 12-13.3)

12-14 - 12-15 RESERVED.

12-16 C-1 COMMERCIAL DISTRICT.

12-16.1 Primary Intended Use.

This zone district is limited to any use as permitted in the B-1 Business District as well as new automobile sales, and additionally:

a. Conditional uses pursuant to Section 12-25 limited to the following:

1. Institutional use;
2. Public utilities;
3. Public garages;
4. Hotels;
5. Reserved;
6. Outdoor dining.

b. Accessory uses for a new automobile sales use include repair and preparation of automobiles wholly within a building. Storage areas for repaired or to-be-repaired automobiles shall be screened from adjacent properties. Display of used car sales outside the confines of the building only when all the following requirements are complied with:

1. The area devoted to the accessory used car sales is no larger than the showroom floor area of the building in which the principal use of the premises is conducted.
2. The area devoted to the accessory used car sales is surfaced with an asphalt, bituminous or cement binder pavement which shall be graded and drained to dispose of all surface water.
3. Any lighting in connection with the accessory used car sales shall be so arranged as to reflect the light downward away from all adjoining properties and streets and shall comply with subsection 9-10.1e.

c. All automobile display and storage areas shall be paved.

(Ord. No. 581 § 12-14.1; Ord. No. 769 § 1; Ord. No. 94-990 § 1; Ord. No. 2003-1323 § 3; Ord. No. 2004-1356 § 2; Ord. No. 2014-1654 § 2)

12-16.2 Prohibited Uses.

a. The following uses are prohibited:

1. Residential construction or conversion of the first floor to residential use.

2. Any business conducted outside the confines of a building when said business is the principal or main use of the premises, except sidewalk sales as defined and regulated in this chapter. A business use conducted outside the confines of a building is permitted as an accessory use provided all the requirements of subsection 12-12.2a are complied with.

3. Any commercial use resulting in or producing any of the following conditions:

(a) Dissemination of smoke, fumes, gas, dust, odor or any other atmospheric pollutant beyond the boundaries of the lot occupied by such use.

(b) Noise audible beyond the boundaries of the immediate site.

(c) Dissemination of glare or vibration beyond the immediate site on which such use is conducted.

4. Coin operated vending machines, unless operated within the confines of a principal building or unless permitted by subsection 12-25.2 of this chapter.

5. Motels or tourists cabins; trailer camps or other storage or parking of trailers.

6. Junk yards, dumps, refuse depots, second-hand material yards, automobile graveyards or disassembly plants, and places for storing, bailing or treating junk, old iron, rags, bottles or scrap paper.

7. Bottling works, milk bottling or processing plants.

8. The bulk storage of explosives, inflammable or poisonous gases, the bulk storage of crude oil or any of its volatile products or other inflammable liquids, unless stored in underground tanks.

9. Carousels, roller coasters, merry-go-rounds, ferris wheels, pony riding tracks, exhibitions of wild animals and similar commercial amusements, except in connection with a carnival or circus having a special permit from the Governing Body.

10. Slaughtering poultry and animals; rendering lards or fats and smoking meats, whether or not the same is incidental to a retail business.

11. Any industrial use.

12. Fuel distributing plants or storage yards, express carting or hauling yards.

b. No store, shop or office shall use any noisemaking instrument such as phonographs, loudspeakers, amplifiers, radios, television sets, or similar devices which are so situated as to be heard outside any building.

(Ord. No. 581 § 12-14.2; Ord. No. 769 § 1f; Ord. No. 824 § 1; Ord. No. 93-947 §§ 8, 9; Ord. No. 94-982 § 2)

12-16.3 Required Conditions.

The following requirements must be complied with in the C-1 District, except for a dependent living facility for which required conditions are set forth in subsection 12-16.4.

a. *Height.* No building shall have a height of greater than two (2) stories or thirty (30) feet, whichever is less, wherein all stories are used for permitted business or commercial uses. No building shall have a height of greater than three (3) stories or thirty-five (35) feet, whichever is less, if used for business or commercial use in the first story and residential use above.

b. *Front Yard.* There shall be a front yard of not less than forty-two (42) feet.

c. *Side Yards.* There shall be two (2) side yards and no side yard shall be less than ten (10) feet.

d. *Rear Yard.* There shall be a rear yard of at least twenty-four (24) feet, provided that where any alley

or railroad right-of-way separates the Commercial Zone from the Residential Zone the full alley or right-of-way be counted as part of the required yard.

e. *Landscaping.* Those portions of all front, rear and side yards that are not used for off-street parking shall be attractively planted with trees, shrubs, plants and grass lawns as required by the Planning Board. Special planting or fence as approved by the Planning Board shall be provided along rear property lines so that the parking area is not visible from the adjacent residential properties.

f. *Minimum Floor Area.* The minimum net rentable space for residential units in upper stories shall be five hundred (500) square feet for studio (zero (0)-bedroom) units and six hundred seventy-five (675) square feet for one (1)-bedroom units.

g. *Maximum Impervious Coverage.* The maximum coverage of any lot by impervious surfaces (buildings and paved areas) shall be eighty-five (85%) percent.

h. Parking and loading shall be provided in accordance with Section 9-10.

(Ord. No. 581 § 12-14.3; Ord. No. 93-946 § 4; Ord. No. 93-947 §§ 10, 11; Ord. No. 2001-1261 § 1; Ord. No. 2003-1323 § 3; Ord. No. 2005-1377 § 2)

12-16.4 Required Conditions For Dependent Living Facilities.

Except where higher requirements are set forth herein, a dependent living facility shall comply with N.J.A.C. 8:36-1 to 8:36-16 and N.J.A.C. 8:36-18, as amended from time to time and any other applicable state and county regulations. The application for development shall include an approved certificate of need from the NJ Department of Health. The following requirements must be complied with in the C-1 Zone District for a dependent living facility.

a. *Height.* No building shall have a height of greater than three (3) stories or thirty-five (35) feet whichever is the lesser.

b. *Front Yard.* There shall be a front yard of not less than forty-two (42) feet.

c. *Side Yards.* There shall be two (2) side yards and no side yard shall be less than twenty-five (25) feet. If the side yard abuts a residential zone, the side yard shall not be less than fifty (50) feet.

d. *Rear Yard.* There shall be a rear yard of not less than twenty-five (25) feet. If the rear yard abuts a residential zone, the rear yard shall not be less than fifty (50) feet.

e. *Maximum Improved Lot Coverage.* The maximum improved lot coverage shall not exceed fifty (50%) percent.

f. *Parking.* There shall be one (1) parking space per unit. Parking shall conform to Section 9-10 Site Design and Parking Standards of The Land Development Ordinance.

g. *Emergency Access.* All sides of the dependent living facility building shall be accessible by emergency vehicles.

h. *Minimum Lot Area.* The minimum lot area is two (2.0) acres.

i. *Units.* The maximum number of units is twenty-five (25) units per acre.

(Ord. No. 2003-1323 § 3)

12-16.5 Required Standards for Automobile Sale Use.

The following requirements must be complied with:

- a. *Height.* No building shall have a height greater than two (2) stories or thirty (30) feet, whichever is less.
- b. *Front Yard for Buildings.* Forty-two (42) feet, with no parking nor vehicle display closer to the street than the face of the building.
- c. *Side Yard for Building and Vehicles.* Ten (10) feet. Side yard for building abutting a residential zone: twenty-five (25) feet. Side yard for vehicles abutting a residential zone: fifteen (15) feet.
- d. *Rear Yard for Building and Vehicles.* Twenty-four (24) feet, provided that where any alley or railroad right-of-way separates the commercial zone from the residential zone, the full alley or right-of-way be counted as part of the required rear yard.
- e. *Landscaping.* Those portions of all front, rear and side yards that are not used for off-street parking, display or storage shall be attractively planted with trees, shrubs, plants and grass lawns as required by the approving Board. Special planting, fence or berm, as approved by the approving Board, shall be provided along rear and side property lines abutting a residential zone so that vehicles are not visible from the adjacent residential zones during all seasons.
- f. *Maximum Impervious Coverage.* The maximum coverage of any lot by impervious surfaces (buildings and paved areas) shall be seventy-five (75%) percent.
- g. *Outdoor Display.* The maximum area used for outdoor display of for-sale new and used automobile stalls shall not exceed twice the showroom display area within the principal building.
- h. Adequate parking shall be provided for visitors, customers and employees as required by the approving Board in subsection 9-10.6.

(Ord. No. 2004-1356 § 3)

12-17 AFFORDABLE HOUSING OVERLAY ZONE DISTRICTS.

12-17.1 AHO-3 Affordable Housing District.

12-17.1.1 Primary Intended Use.

- a. Affordable family rental multi-family dwellings;
- b. Market rate multi-family dwellings;
- c. A commercial use at ground level;
- d. Parking and facilities in accordance with Section 9-10 of this chapter or Residential Site Improvement Standards as deemed appropriate by the local approving Board;
- e. Lower level parking that is more than half its height above mean building elevation shall be a story, and
- f. Other accessory uses customarily incident to the above uses provided they not include any activity commonly conducted for gain unless specifically permitted by this Article.
- g. Commercial uses are not permitted unless the use is within a mixed-use inclusionary development.
- h. Inclusionary developments must contain at least five hundred (500) square feet of commercial space at ground floor.
- i. Buildings on a street corner must contain at least one thousand (1,000) square feet of commercial space at ground floor. If a building has two frontages on a street corner, it must provide at least one

thousand (1,000) square feet at each corner.

(Ord. No. 2018-1772)

12-17.1.2 Required Conditions.

The following requirements must be complied within the AHO-3 Affordable Housing Districts:

- a. *Height.* No building shall exceed a maximum of four (4) stories or forty (40 feet in height, whichever is the lesser,
- b. *Open Space.* No more than ninety-five (95%) percent of a lot may be covered by an impervious surface. Any open space provided at ground level must have at least one (1) dimension measuring at least twenty (20) feet on the side and no dimension measuring smaller than three (3) feet,
- c. *Driveway Position.* No portion of any driveway hereafter constructed shall be within ten (10) feet of a lot line of an adjacent property,
- d. *Minimum Lot Area.* The minimum lot area is twenty-four thousand (24,000) sq. ft.
- e. *Lot Shape.* It must be possible to fit a circle with a diameter of one hundred (100) feet completely within the lot,
- f. *Building Envelope.* The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP,
- g. *Minimum Floor Area.* Every dwelling hereafter erected shall have a minimum floor area excluding garages of:

Unit Type	Minimum Floor Area (Square Feet)
0 Bedroom (Studio)	500
1 Bedroom	675
2 Bedrooms	900
3 Bedrooms	1000

Units with more than three (3) bedrooms are not permitted.

- h. The maximum number of dwelling units shall be 32 units per acre, producing 80 rental units which shall include fifteen (15) percent or 12 units for affordable family rental households.
- i. There shall be a minimum of three (3) affordable family rental units provided for every 24,000 square feet of lot area.
- j. Minimum distance between apartment buildings is twenty (20) feet.
- k. No building shall contain more than twenty (20) dwellings.

(Ord. No. 2018-1772)

12-17-1.3 Design Standards.

- a. The design standards contained herein shall supplement the design and performance standards

contained in Article 9-10 of Borough of Bernardsville Regulations. If there is a conflict, Article 9-10, as amended from time to time, this section shall apply.

- b. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the site.
- c. Multiple buildings on a single tract shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
- d. The appearance of the side and rear elevations of buildings is important. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible at street level from a public right-of-way.
- e. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank, windowless or featureless walls. Also, large expanses of windows, including curtain-wall windows and other design elements not at a human scale, are strongly discouraged.
- f. The type, shape, pitch, feature and color of any roof shall be architecturally compatible with the building style, material, colors and details of other buildings in the area.
- g. Flat roofs shall be enclosed by parapets or other appropriate architectural details.
- h. All open space shall be designed and landscaped in a way to allow for easy maintenance and limited encroachment onto any public right of way. Additionally, all private open space shall be designed in a way that allows for a reasonable level of enjoyment by residents.
- i. Green building strategies are encouraged in the AHO-3 Overlay Zone.

(Ord. No. 2018-1772)

12-17.2 AHO-4 Affordable Housing District.

12-17.2.1 Primary Intended Use.

- a. Affordable family multi-family dwellings:
 1. Townhouses
 2. Apartments
- b. Parking and facilities in accordance with Section 9-10 of this chapter or Residential Site Improvement Standards as deemed appropriate by the local approving Board, and
- c. Other accessory uses customarily incident to the above uses provided they not include any activity commonly conducted for gain unless specifically permitted by this Article.

(Ord. No. 2018-1772)

12-17.2.2 Required Conditions.

The following requirements must be complied within the AHO-4 Affordable Housing Districts:

- a. *Height.* No building shall exceed a maximum of three and a half (3.5) stories or forty (40) feet in height, whichever is the lesser,
- b. *Front Yard.* There shall be a front yard of not less than fifty (50) feet,
- c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than twenty (20) feet,
- d. *Rear Yards.* There shall be a rear yard of at least fifty (50) feet,
- e. *Driveway Position.* No portion of any driveway hereafter constructed shall be within ten (10) feet

- of a lot line of an adjacent property,
- f. *Minimum Lot Area*. The minimum lot area is twenty-five acres.
 - g. *Lot Shape*. It must be possible to fit a circle with a diameter of one hundred seventy (170) feet completely within the lot,
 - h. *Building Envelope*. The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP,
 - i. *Minimum Floor Area*. Every dwelling hereafter erected shall have a minimum floor area excluding garages of:

Unit Type	Minimum Floor Area (Square Feet)
0 Bedroom (Studio)	500
1 Bedroom	675
2 Bedrooms	900
3 Bedrooms	1000

Units with more than 3 bedrooms are not permitted.

- j. At least six (6) affordable family rental units shall be for very low-income households.
- k. Minimum distance between buildings is twenty (20) feet.
- l. Maximum density is 14 family rental dwelling units per non-critical area. Critical areas include: slopes of 15% or greater, wetlands, lakes, ponds and open waterways, and conservation easements. Fifteen (15%) percent of total dwelling units shall be for affordable family rental households; or twenty percent (20%) of total dwelling units shall be for affordable owner-occupied family households.

(Ord. No. 2018-1772)

12-17.2.3 Design Standards.

- a. The design standards contained herein shall supplement the design and performance standards contained in Article 9-10 of Borough of Bernardsville Regulations. If there is a conflict, this section shall apply.
- b. Overall development shall have a compatible design, architectural and landscaping scheme for the site,
- c. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the site.
- d. Multiple buildings on a single tract shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
- e. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
- f. Guidelines for the fronts of buildings shall also apply to the rear and sides where visible at street level from a public right of way.

- g. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank, windowless or featureless walls. Also, large expanses of windows, including curtain-wall windows and other design elements not at a human scale, are strongly discouraged.
- h. The type, shape, pitch, feature and color of any roof shall be architecturally compatible with the building style, material, colors and details of other buildings in the area.
- i. Flat roofs shall be enclosed by parapets or other appropriate architectural details.
- j. Green building strategies are encouraged in the AHO-4 Overlay Zone.

(Ord. No. 2018-1772)

12-18 I INDUSTRIAL DISTRICT.

12-18.1 Primary Intended Use.

In the Industrial District a building may be erected or used and a lot may be used or occupied for any of the following purposes and uses and no other:

- a. *The processing of stone or rock products.* Processing shall include grinding, polishing, coloring and otherwise treating the raw materials, as well as, the further use of such products in the manufacture of derivative or secondary products which are substantially different in form or character from the original raw materials.
- b. *Bulk storage, wholesale and warehousing.* (1) Wholesale establishments including, but not limited to, lumber and building materials sales, machinery sales and service, contractors' heavy equipment sales, rental and service and nursery and landscaping sales; (2) the storage of building material, trees, tree parts and bulk materials; (3) the parking or storage of vehicles or the maintenance or repair of commercial and industrial vehicles or equipment; and (4) parcel delivery and service distribution facilities.
- c. Shops such as construction and industrial trade shops, boat works (custom building and repair), ornamental iron workshops and monument works.
- d. The manufacture or assembly of small parts and equipment.
- e. Public utilities and facilities.
- f. Self-storage facilities.
- g. Fuel oil storage and distribution.
- h. Recycling facility for the recycling of concrete, asphalt and soil.
- i. Retail sales shall be allowed as an accessory use incidental and subordinate to uses permitted in this zone. Areas devoted to retail sales shall be limited to one thousand (1,000) square feet.
- j. Other accessory uses on the same lot and customarily incidental to the principal use, such as office and shipping facilities, machine shop, locker room, boiler room, scale house, concrete plant, asphalt plant and rock crushers.

(Ord. No. 95-1030 § 12-15.1; Ord. No. 2013-1627; Ord. No. 2015-1699 § 2; Ord. No. 2018-1779; Ord. No. 2018-1783)

12-18.2 Prohibited Use.

Any use other than those in subsection 12-18.1 is prohibited as well as any use which is predominantly retail oriented or will produce or emit injurious noise, fumes, smoke, odor, vibration or hazard to the community. (Ord. No. 95-1030 § 12-15.2)

12-18.3 Required Conditions.

The following conditions must be complied with in the Industrial District:

- a. *Minimum Lot or Condominium Area.* The Industrial District may be subdivided into separate lots or condominium areas which shall have a minimum area of fifty thousand (50,000) square feet, and a shape which can accommodate a one hundred (100) foot diameter circle.
- b. *Height.* No building shall exceed a height of two (2) stories or thirty-five (35) feet, whichever is the lesser.
- c. *Front Yard.* There shall be a front yard of not less than ten (10) feet.
- d. *Side Yards.* There shall be a fifteen (15) foot setback along one (1) side of the property which shall be kept clear for the purpose of emergency access.
- e. *Rear Yard.* There shall be a fifteen (15) foot rear yard setback which shall be kept clear for emergency equipment access.
- f. *Access.* The individual lots or condominium parcels shall be provided access by a private drive within a right-of-way of at least forty (40) feet in width. A declaration of rights shall be recorded.
- g. The maximum lot area coverage shall be seventy-five (75%) percent.
- h. *Minimum Frontage.* Each lot or condominium parcel shall have a minimum frontage of fifty (50) feet along the private right-of-way.
- i. Prior to final site plan or subdivision approval, a condominium or property owners association shall be established to take care of the development and maintenance of all private facilities and services supporting this district including, but not limited to private road, entrance and railroad gate, stormwater management, perimeter fencing and berming, pond security, water supply, sewerage collection and treatment facilities, signage and slope stability.
- j. That portion of the Industrial District above elevation 400 and between the elevation and the Residential District(s) shall be a conservation area where no building or industrial activity shall take place, as shown on the Zone Boundary Amendment Map prepared by Yannaccone Associates, Inc. dated March 23, 1995 and amended to April 27, 1995.
- k. Parking and loading shall be provided in accordance with Section 9-10.
(Ord. No. 95-1030 § 12-15.3; Ord. No. 2005-1377 § 3)

12-19 I-2 LIGHT INDUSTRIAL ZONE DISTRICT.

12-19.1 Primary Intended Use.

This zone district is provided for existing light industrial workshops and other similar uses. Because of the limited capacity of local streets adjacent to this zone, uses which generate nonresidential vehicle traffic are to be limited and uses which have large numbers of commercial vehicles are prohibited.

- a. Workshops of craftsman and tradesman in the construction industry, ornamental ironwork

workshops, monument workshops and similar workshop establishments.

- b. Self-storage facilities.
 - c. Light industrial workshops and/or assembly of small parts workshops.
- (Ord. No. 96-1057 § 1; Ord. No. 2005-1376 § 1)

12-19.2 Accessory Uses.

Customary and incidental accessory uses to a principal use such as office, shipping facilities, machine shop, locker room, fuel storage, employee parking and equipment parking are permitted. (Ord. No. 96-1057 § 1)

12-19.3 Accessory Structures.

Customary and incidental accessory structures to the principal structure such as storage sheds and garages are permitted. The height shall not exceed one (1) story or fifteen (15) feet whichever is the lesser. All yards for an accessory structure shall be a minimum of fifteen (15) feet. No accessory structure shall be located in the front yard. (Ord. No. 96-1057 § 1)

12-19.4 Prohibited Uses.

- a. Retail sales of goods and services.
 - b. Vehicle maintenance and repair facilities.
 - c. Distribution or warehousing.
 - d. Commercial waste hauler depot or waste transfer station.
 - e. Fuel distribution business.
 - f. Trucking uses.
 - g. Storage and/or parking of equipment and/or vehicles not accessory to the principal permitted use.
- (Ord. No. 96-1057 § 1)

12-19.5 Required Conditions.

- a. *Height.* No building shall exceed a height of two (2) stories or thirty (30) feet, whichever is the lesser.
 - b. *Front Yard.* Not less than ten (10) feet for existing structures and not less than forty (40) feet for new structures.
 - c. *Side Yards.* Not less than fifteen (15) feet for existing structures and not less than the height of the principal structure for new structures.
 - d. *Rear Yard.* Not less than fifteen (15) feet for existing structures and not less than the height of the principal structure for new structures.
 - e. *Minimum Lot Area.* There shall be a minimum lot area, as defined, of twenty thousand (20,000) square feet; the lot shape shall be such that the minimum lot width at the front setback line is one hundred (100) feet.
 - f. Maximum lot area coverage for structures is thirty (30%) percent.
 - g. Maximum impervious coverage is seventy (70%) percent.
- (Ord. No. 97-1057 § 1)

12-19.6 Buffer Areas.

All required setbacks shall be landscaped areas and shall not contain any structures, storage, parking or other similar improvements or uses. Where the property abuts a residential zone, a fifteen (15) foot buffer shall be established consisting of either natural vegetation or landscape plantings to form a vision proof barrier into the I-2 property. (Ord. No. 96-1057 § 1)

12-19.7 Parking.

- a. Parking shall be provided as in Section 9-10 of this chapter.
- b. Parking shall only be permitted for those commercial vehicles which are owned or used by an on-site use permitted in this zone district.
- c. No more than forty (40%) percent of vehicle parking shall be for commercial and/or nonresidential type vehicles.
(Ord. No. 96-1057 § 1)

12-19.8 Vehicle Operation.

No commercial vehicle associated with permitted land uses within the zone shall be operated on the property, nor ingress and egress, the property between the hours of 7:00 p.m. and 7:00 a.m. In the event of an emergency service provided by any of the permitted land uses, these hours of operation shall not apply. (Ord. No. 96-1057 § 1)

12-20 AFFORDABLE HOUSING ZONE DISTRICTS.

12-20.1 AH-1 AFFORDABLE HOUSING DISTRICT.

- a. *Primary Intended Use.*
 1. Affordable family rental multi-family dwellings:
 - (a) Townhouses
 - (b) Apartments
 2. Parking and facilities in accordance with Section 9-10 of this chapter or Residential Site Improvement Standards as deemed appropriate by the local approving Board,
 3. Other accessory uses customarily incident to the above uses provide they not include any activity commonly conducted for gain unless specifically permitted by this Article, and
 4. No more than one (1) principal building on a lot.
- b. *Required Conditions.*

The following requirements must be complied with in the AH-1 Affordable Housing Districts:

1. Height. No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser,
2. Front Yard. There shall be a front yard of not less than fifteen (15) feet,
3. Side Yards. There shall be two (2) side yards, and no side yard shall be less than ten (10) feet,
4. Rear Yards. There shall be a rear yard of at least ten (10) feet,
5. Building Envelope. The building envelope shall exclude areas located within flood plains,

wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.

6. Minimum Floor Area. Every dwelling hereafter erected shall have a minimum floor area excluding garages of

Unit Type	Minimum Floor Area (Square Feet)
0 Bedroom (Studio)	500
1 Bedroom	675
2 Bedrooms	900
3 Bedrooms	1000

Units with more than 3 bedrooms are not permitted.

7. The maximum number of dwelling units shall not exceed 6 affordable family rental units.

c. *Design Standards.*

1. The design standards contained herein shall supplement the design and performance standards contained in Article 9-10 of Borough of Bernardsville Regulations. If there is a conflict, Article 9-10, as amended from time to time shall apply.
2. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the site.
3. Multiple buildings on a single tract shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
4. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
5. The appearance of the side and rear elevations of buildings is important. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible at street level from a public right-of-way.
6. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank or featureless walls. Also, large expanses of windows, including curtain-wall windows and other design elements not at a human scale, are strongly discouraged.
7. The type, shape, pitch, feature and color of a roof shall be architecturally compatible with the building style, material, colors and details of other buildings in the area.
8. Flat roofs shall be enclosed by parapets or other appropriate architectural details.
9. All open space shall be designed and landscaped in a way to allow for easy maintenance and limited encroachment onto any public right of way. Additionally, all private open space shall be designed in a way that allows for a reasonable level of enjoyment by residents.
10. Green building strategies are encouraged in the AH-1 Zone.

(Ord. No. 2018-1772 § 5)

12-20.2 AH-2 AFFORDABLE HOUSING DISTRICT.

a. *Primary Intended Use.*

1. Affordable family rental multi-family dwellings:
 - (a) Townhouses
 - (b) Apartments
2. Parking and facilities in accordance with Section 9-10 of this chapter or Residential,
3. Site Improvement Standards as deemed appropriate by the local approving

Board,

4. Other accessory uses customarily incident to the above uses provide they not include any activity commonly conducted for gain unless specifically permitted by this Article.

b. *Required Conditions.*

The following requirements must be complied with in the AH-2 Affordable Housing Districts:

1. Height. No building shall exceed a maximum of three (3.0) stories or thirty-five (35) feet in height, whichever is the lesser,
2. Front Yard. There shall be a front yard of not less than twenty-five (25) feet,
3. Side Yards. There shall be two (2) side yards, and no side yard shall be less than twenty (20) feet,
4. Rear Yards. There shall be a rear yard of at least twenty (20) feet,
5. Building Envelope. The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.
6. Minimum Floor Area. Every dwelling hereafter erected shall have a minimum floor area excluding garages of:

Unit Type	Minimum Floor Area (Square Feet)
0 Bedroom (Studio)	500
1 Bedroom	675
2 Bedrooms	900
3 Bedrooms	1000

Units with more than 3 bedrooms are not permitted.

7. The maximum number of dwellings shall not exceed 30 rental age-restricted affordable dwellings.
8. At least one-third of the affordable dwelling units shall be for very low-income households as defined in the definitions.
9. Minimum distance between buildings is twenty (20) feet.

c. *Design Standards.*

1. The design standards contained herein shall supplement the design and performance standards contained in Article 9-10 of Borough of Bernardsville Regulations. If there is a conflict, Article 9-10, as amended from time to time, shall apply

2. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the site.
3. Multiple buildings on a single tract shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
4. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
5. The appearance of the side and rear elevations of buildings is important. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible at street level from a public right-of-way.
6. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank or featureless walls. Also, large expanses of windows, including curtain-wall windows and other design elements not at a human scale, are strongly discouraged.
7. The type, shape, pitch, feature and color of a roof shall be architecturally compatible with the building style, material, colors and details.
8. Flat roofs shall be enclosed by parapets or other appropriate architectural details.
9. All open space shall be designed and landscaped in a way to allow for easy maintenance and limited encroachment onto any public right of way. Additionally, all private open space shall be designed in a way that allows for a reasonable level of enjoyment by residents.
10. Green building strategies are encouraged in the AH-2 Zone.

(Ord. No. 2018-1772 § 5; Ord. No. 2018-1778 § 2)

12-20.3 AH-3 AFFORDABLE HOUSING DISTRICT.

a. Primary Intended Use.

1. Affordable family rental multi-family dwellings:
 - (a) Townhouses
 - (b) Apartments
2. Parking and facilities in accordance with Section 9-10 of this chapter or Residential Site Improvement Standards as deemed appropriate by the local approving Board,
3. Other accessory uses customarily incident to the above uses provide they not include any activity commonly conducted for gain unless specifically permitted by this Article, and

b. Required Conditions.

The following requirements must be complied with in the AH-3 Affordable Housing Districts:

1. Height. No building shall exceed a maximum of three (3.0) stories or thirty-five (35) feet in height, whichever is the lesser.
2. Front Yard. There shall be a front yard of not less than thirty-five (35) feet.
3. Side Yards. There shall be two (2) side yards, and no side yard shall be less than twenty (20) feet.
4. Rear Yards. There shall be a rear yard of at least ten (10) feet.
5. Building Envelope. The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of

Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.

6. Minimum Floor Area. Every dwelling hereafter erected shall have a minimum floor area excluding garages of:

Unit Type	Minimum Floor Area (Square Feet)
0 Bedroom (Studio)	500
1 Bedroom	675
2 Bedrooms	900
3 Bedrooms	1000

Units with more than 3 bedrooms are not permitted.

7. The maximum number of family rental affordable dwellings shall not exceed sixteen (16), providing one (1) unit is very low income.

8. Minimum distance between buildings is twenty (20) feet.

c. Design Standards.

1. The design standards contained herein shall supplement the design and performance standards contained in Article 9-10 of Borough of Bernardsville Regulations. If there is a conflict, Article 9-10, as amended from time to time shall apply.
2. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the site.
3. Multiple buildings on a single tract shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
4. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
5. The appearance of the side and rear elevations of buildings is important. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible at street level from a public right-of-way.
6. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank or featureless walls. Also, large expanses of windows, including curtain-wall windows and other design elements not at a human scale, are strongly discouraged.
7. The type, shape, pitch, feature and color of a roof shall be architecturally compatible with the building style, material, colors and details of other buildings in the area.
8. Flat roofs shall be enclosed by parapets or other appropriate architectural details.
9. All open space shall be designed and landscaped in a way to allow for easy maintenance and limited encroachment onto any public right of way. Additionally, all private open space shall be designed in a way that allows for a reasonable level of enjoyment by residents.
10. Green building strategies are encouraged in the AH-3 Zone.

(Ord. No. 2018-1772 § 5)

12-20.4 AH-4 AFFORDABLE HOUSING DISTRICT.a. *Primary Intended Use.*

1. Affordable family rental multi-family dwellings:
 - (a) Townhouses
 - (b) Apartments
2. Parking and facilities in accordance with Section 9-10 of this chapter or Residential Site Improvement Standards as deemed appropriate by the local approving Board,
3. Other accessory uses customarily incident to the above uses provide they not include any activity commonly conducted for gain unless specifically permitted by this Article.

b. *Required Conditions.*

1. The following requirements must be complied with in the AH-1 Affordable Housing Districts:
 1. Height. No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.
 2. Front Yard. There shall be a front yard of not less than twenty-five (25) feet.
 3. Side Yards. There shall be two (2) side yards, and no side yard shall be less than ten (10) feet.
 4. Rear Yards. There shall be a rear yard of at least fifteen (15) feet.
 5. Building Envelope. The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.
 6. Minimum Floor Area. Every dwelling hereafter erected shall have a minimum floor area excluding garages of:

Unit Type	Minimum Floor Area (Square Feet)
0 Bedroom (Studio)	500
1 Bedroom	675
2 Bedrooms	900
3 Bedrooms	1000

Units with more than 3 bedrooms are not permitted.

7. The maximum number of dwelling units shall not exceed 10 affordable family units.
8. Minimum distance between buildings is twenty (20) feet.

c. *Design Standards.*

1. The design standards contained herein shall supplement the design and performance standards contained in Article 9-10 of Borough of Bernardsville Regulations. If there is a conflict, Article 9-10, as amended from time to time shall apply.
2. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the site.
3. Multiple buildings on a single tract shall be designed so as to be architecturally compatible

with one another, utilizing common color schemes and materials.

4. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
5. The appearance of the side and rear elevations of buildings is important. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible at street level from a public right-of-way.
6. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank or featureless walls. Also, large expanses of windows, including curtain-wall windows and other design elements not at a human scale, are strongly discouraged.
7. The type, shape, pitch, feature and color of a roof shall be architecturally compatible with the building style, material, colors and details of other buildings in the area.
8. Flat roofs shall be enclosed by parapets or other appropriate architectural details.
9. All open space shall be designed and landscaped in a way to allow for easy maintenance and limited encroachment onto any public right of way. Additionally, all private open space shall be designed in a way that allows for a reasonable level of enjoyment by residents.
10. Green building strategies are encouraged in the AH-4 Zone.

(Ord. No. 2018-1772 § 5)

12-20.5 AH-5 AFFORDABLE HOUSING DISTRICT.

a. Primary Intended Use.

1. Affordable family rental multi-family dwellings:
 - (a) Townhouses
 - (b) Apartments
2. Parking and facilities in accordance with Section 9-10 of this chapter or Residential Site Improvement Standards as deemed appropriate by the local approving Board.
3. Other accessory uses customarily incident to the above uses provide they not include any activity commonly conducted for gain unless specifically permitted by this Article.

b. Required Conditions.

1. The following requirements must be complied with in the AH-5 Affordable Housing Districts:
 1. Height. No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.
 2. Front Yard. There shall be a front yard of not less than twenty-five (25) feet.
 3. Side Yards. There shall be two (2) side yards, and no side yard shall be less than ten (10) feet.
 4. Rear Yards. There shall be a rear yard of at least twenty-five (25) feet.
 5. Building Envelope. The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.
 6. Minimum Floor Area. Every dwelling hereafter erected shall have a minimum floor area excluding garages of:

Unit Type	Minimum Floor Area (Square Feet)
0 Bedroom (Studio)	500
1 Bedroom	675
2 Bedrooms	900
3 Bedrooms	1000

Units with more than 3 bedrooms are not permitted.

7. The maximum number of family rental affordable dwellings shall not exceed eight (8) units.
 8. Minimum distance between buildings is fifteen (15) feet.
- c. *Design Standards.*
1. The design standards contained herein shall supplement the design and performance standards contained in Article 9-10 of Borough of Bernardsville Regulations. If there is a conflict, Article 9-10, as amended from time to time, shall apply.
 2. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the site.
 3. Multiple buildings on a single tract shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
 4. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
 5. The appearance of the side and rear elevations of buildings is important. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible at street level from a public right-of-way.
 6. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank or featureless walls. Also, large expanses of windows, including curtain-wall windows and other design elements not at a human scale, are strongly discouraged.
 7. The type, shape, pitch, feature and color of a roof shall be architecturally compatible with the building style, material, colors and details of other buildings in the area.
 8. Flat roofs shall be enclosed by parapets or other appropriate architectural details.
 9. All open space shall be designed and landscaped in a way to allow for easy maintenance and limited encroachment onto any public right of way. Additionally, all private open space shall be designed in a way that allows for a reasonable level of enjoyment by residents.
 10. Green building strategies are encouraged in the AH-5 Zone.

(Ord. No. 2018-1772 § 5)

12-21 HD HIGHWAY DEVELOPMENT DISTRICT.

12-21.1 Primary Intended Use.

This zone district is limited to business uses of a retail sales and service type such as stores, shops,

business and professional offices, restaurants, banks, theaters, recreational instruction studios, and accessory uses customarily incident to the above uses. Sidewalk sales are permitted in the Highway Development District. Additionally, hotels, and outdoor dining are permitted as conditional uses pursuant to Section 12-25. (Ord. No. 581 § 12-16.1; Ord. No. 769 § 1g; Ord. No. 94-990 § 1; Ord. No. 2013-1623 §3; Ord. No. 2014-1654 § 1)

12-21.2 Prohibited Use.

Any use other than those listed in subsection 12-21.1 is prohibited and, in addition, the following uses are specifically prohibited:

- a. Any type of residential construction use.
- b. Any type of industrial operation or use including any process of manufacture, fabrication, assembly, disassembly, extraction, treatment conversion or alteration of any material unless clearly incidental or accessory to the permitted principal use.
- c. Gasoline service stations.
- d. Any business operation conducted outside the confines of a building, or any business operation which results in the storage or display of any article or merchandise outside the confines of a building such as a lumber yard, auto sales and the like; except sidewalk sales.
- e. All uses prohibited in subsections 12-12.2 and 12-16.2.
(Ord. No. 581 § 12-16.2)

12-21.3 Required Conditions.

Every one of the following requirements shall be complied with in the Highway Development district:

- a. *Height.* No building shall exceed a height of two (2) stories or thirty-five (35) feet, whichever results in the lesser height.
- b. *Front Yard.* There shall be a front yard of not less than one hundred seventy-five (175) feet.
- c. *Side Yards.* There shall be two (2) side yards and no side yard shall be less than twenty-five (25) feet.
- d. *Rear Yard.* There shall be a rear yard of at least sixty-five (65) feet.
- e. *Landscaping and Buffer Areas.* Those portions of the entire site that are not used for off-street parking or buildings shall be attractively planted and maintained with trees, shrubs, plants and grass lawn as required by the Planning Board.
- f. *Distance Between Buildings.* No building shall be erected closer than fifty (50) feet to any other building situated on the same lot.
- g. *Utilities.* Each business building shall be provided with adequate utilities such as water and sewage facilities as well as drainage facilities to properly dispose of all surface water as required by the Borough Engineer and approved by the Planning Board.
- h. *Trash Disposal.* Each business building shall provide an area or areas, concealed from any customers' parking area or any adjacent property for orderly deposit and pick-up of trash approved as part of the Site Plan.
- i. *Nuisances.* No stores or shops shall use any noisemaking devices such as phonographs, loud speakers, amplifiers, radios, television sets or similar devices so situated so as to be audible outside the confines of any building. No smoke, fumes or objectionable odors shall be emitted from any building.

Outdoor storage or the display of any article or merchandise placed on the exterior premises of any building is prohibited, except the display of merchandise incidental to sidewalk sales.

- j. *Parking*. Parking and loading shall be in accordance with Section 9-10.
(Ord. No. 581 § 12-16.3)

12-22 R-1-10 RESIDENCE DISTRICT.

12-22.1 Primary Intended Uses.

This zone district is designed for single family residential use but permits:

- a. Private garages conforming to subsection 12-23.4.
- b. Local municipal public buildings and uses.
- c. *Farming and Truck Gardening*. No building nor other shelter for keeping of any farm animal or fowl shall be permitted closer to any street than three hundred (300) feet nor closer to any other property line than one hundred (100) feet.
- d. Parking and facilities in accordance with Section 9-10 of this chapter.
- e. Signs conforming to subsection 12-23.15 of this chapter.
- f. Other accessory uses customarily incident to the above uses provided they do not include any activity commonly conducted for gain unless specifically permitted in this Article.
- g. Conditional uses pursuant to Section 12-25, limited to the following:
 1. Open Space Residential Development;
 2. Professional uses;
 3. Institutional uses;
 4. Public utilities;
 5. Caretaker's accessory apartments;
 6. Accessory dwelling unit, detached.
- h. Not more than one (1) principal building on a lot.
(Ord. No. 2002-1271 § 1)

12-22.2 Prohibited Uses.

Any use other than those uses listed in subsection 12-5.1 is prohibited. (Ord. No. 2002-1271 § 1)

12-22.3 Required Conditions.

The following requirements must be complied with in the R-1-10 Residence District:

- a. *Height*. No building shall exceed a maximum of two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is the lesser.
- b. *Front Yard*. There shall be a front yard of not less than one hundred twenty-five (125) feet, except that where the existing buildings on the same side of the street and within seven hundred (700) feet from each side line, exclusive of streets or private roads, form an irregular setback line, new buildings may conform to the average of such irregular setback lines, provided that no new building may project closer than one

hundred (100) feet to the street or road property line nor need setback more than one hundred twenty-five (125) feet from the property line. A less than required setback line for an existing principal building may be extended laterally along the line, provided that the front yard toward the street property line is not further encroached upon and that the side line requirements are observed.

c. *Side Yards.* There shall be two (2) side yards, and no side yard shall be less than seventy-five (75) feet. These requirements shall apply for a new building and for an alteration to an existing building. Additions to dwellings with insufficient sideyard setbacks, existing on April 21, 1997, shall be permitted if the dwelling is set back at least forty (40) feet from the side property line and if the addition is no closer to the side property line than the existing structure.

d. *Rear Yards.* There shall be a rear yard of at least one hundred (100) feet. This requirement shall apply for a new building and for an alteration to an existing building.

e. *Access Corridor.* No lot shall have a street frontage of less than fifty (50) feet. The width of any corridor providing access to a street shall be at least fifty (50) feet at all points.

f. *Driveway Position.* No portion of any driveway hereafter constructed shall be within ten (10) feet of a lot line of an adjacent property.

g. *Minimum Lot Area.* The minimum lot area is four hundred thirty-five thousand six hundred (435,600) square feet.

h. *Lot Shape.* It must be possible to fit a circle with a diameter of four hundred seventy-five (475) feet completely within the lot.

i. *Building Envelope.* The building envelope shall exclude areas located within flood plains, wetlands and wetland buffers, except as may be approved by the New Jersey Department of Environmental Protection (NJDEP) and no floodplain nor wetlands nor wetland buffers shall be disturbed without the appropriate permits having been issued by the NJDEP.

j. *Surface Disturbance.* Disturbance of land containing slopes over fifteen (15%) percent shall be limited as per the following table, based on ten (10) foot contour intervals, as shown on a grading plan. The ten (10) foot contour intervals utilized to establish these categories should be those which result in the greatest slope, rather than simply using those contours which are multiples of ten (10).

**Maximum Surface Disturbance per Lot
Shall Not Exceed the Greater of:**

Slope Category	Percent of Category	Square Feet
15 - 24.99%	20%	1,000
25 - 29.99%	None	500
30% or greater	None	250

1. Exemptions. The following are exempt from the above slope disturbance limits:

(a) Septic system repair/alterations: Repairs to malfunctioning septic systems and alterations to septic systems (including the relocation of the field and/or tank and/or other related facilities), on lots which are not subject to a lot development plan for other reasons (such as new buildings, additions, or other significant land disturbance), and which are not for the purpose of expanding in order to accommodate additional bedrooms, subject to the following conditions, to the satisfaction of the Health Department:

(1) Septic system repairs/alterations with no expansion of use (as defined in N.J.A.C. 7:9A), such as to accommodate additional bedrooms; and

(2) The slope area to be disturbed is the minimum amount possible to complete the alteration; and

(3) The design engineer certifies on the plan that there is no practicable alternative for the placement of the system on the property that disturbs no steep slope areas; and

(4) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

(5) The design engineer shall submit photos prior to disturbance and after completion, along with a certification that the limits of disturbance and grading were completed in accordance with the approved plans meeting the above criteria.

(b) Temporary disturbance of land for the installation of underground lines (sewer laterals, water service, other utility lines) servicing existing buildings, subject to the following conditions:

(1) The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations, set forth at 29 CFR Part 1926, Subpart P.; and

(2) Temporary disturbance, such as temporary construction clearing or temporary storage of dirt or equipment, shall be the minimum size necessary; and

(3) The activities shall not cause any change in preconstruction elevation of the steep slope area; and

(4) Backfill the uppermost six (6) inches of any excavation with the original topsoil material; and

(5) The disturbed area shall be replanted with indigenous plants;

(6) The disturbed area shall be stabilized in accordance with the requirements of the appropriate Soil Conservation District.

k. *Minimum Floor Area.* Every dwelling hereafter erected shall have a minimum floor area excluding garages of one thousand five hundred (1,500) square feet.

1. *Additional Requirements.* For additional requirements relating to floor area, impervious coverage and front setback modification, see subsection 12-23.19.

(Ord. No. 2002-1271 § 1; Ord. No. 2002-1274 §§ 7, 8; Ord. No. 2009-1508 § 1; Ord. No. 2009-1516 §§ 1,2)

12-22.4 Nonconforming Lots.

Lots which do not conform to the R-1-10 minimum lot size of four hundred thirty-five thousand six hundred (435,600) square feet but which conformed to the R-1 lot size at the time of adoption of the R-1-10 Zone District shall be classified as conforming lots and shall be afforded all rights and privileges thereto consistent with the area, height and bulk standards of the R-1 Zone District. (Ord. No. 2002-1271 § 1)

12-23 SUPPLEMENTARY REGULATIONS AND GENERAL PROVISIONS.

12-23.1 Accessory Building.

No accessory building may be built on any lot on which there is no principal building or structure. If, as the result of a subdivision, an existing accessory building is located on a new lot on which there is no principal building or structure, that accessory building may remain on the lot, but it may not be used until a

new principal building or structure is built on that lot.

a. No accessory building shall exceed the height regulations of the district in which it is constructed, provided, however, this shall not apply to accessory farm buildings such as barns, silos and water towers.

b. Accessory buildings shall be at least ten (10) feet from any principal building situated on the same lot, unless an integral part thereof, and shall be at least six (6) feet from any other accessory building.

c. Accessory buildings on corner lots may not be erected nearer to the street than the front yard required on the adjacent lot.

d. No accessory building wall shall be located nearer to any side or rear lot line than the following distances:

R-1	40 feet*
R-1A	40 feet*
R-2	30 feet
R-3	15 feet
R-4	10 feet
R-5	7 feet

*See paragraph g. below.

e. No accessory building shall be used as a dwelling unit in any of the zone districts except as provided in subsection 12-5.1g. relative to detached accessory dwelling units in the R-1 zone if approved as a conditional use.

f. No accessory building shall be erected in a front yard. On a residential lot, nonhabitable accessory structures limited to swimming pools, tennis courts, and garages are permitted in a front yard provided they are located at least one and one-half (1 1/2) times the minimum front yard setback from the front street property line.

g. All accessory buildings over twenty (20) feet in height as defined in this chapter and located in the R-1 and R-1A Zones shall be set back a distance equal to two (2) times the building height (as defined by this chapter).

(Ord. No. 581 § 12-17.2A; Ord. No. 97-1094 §§ 8,9; Ord. No. 98-1148 § 1; Ord. No. 99-1167 § 4)

12-23.2 Public Utilities.

Nothing in this chapter shall be interpreted as prohibiting public utility distribution facilities, such as water distribution lines, sanitary sewers and telephone, electric, cable TV and natural gas distribution lines, along with related attendant facilities, intended for local service, which utility systems are permitted in all zone districts when approved by the appropriate serving utility agency. Other public utility installations, including, but not necessarily limited to, utility service and maintenance yards, electrical power generating stations, utility truck storage and utility maintenance buildings and yards, are permitted as conditional uses, but only when meeting the requirements of subsection 12-25.21. (Ord. No. 581 § 12-17.2; Ord. No. 91-870 § 1)

12-23.3 Driveways.

To facilitate access by fire engines all driveways must meet the following standards:

a. To permit turnaround, driveways of two hundred (200) feet or more in length (from street to principal structure) shall provide either a K-turn with at least fifty (50) feet depth, at least fourteen (14) feet

improved width, and at least forty-five (45) feet centerline radius, or a loop of at least fourteen (14) feet improved width and at least forty-five (45) feet centerline radius, or other equivalent facilities approved by the Fire Prevention Bureau, within two hundred (200) feet of the principal structure.

b. For driveways longer than fifty (50) feet (from street to principal structure), horizontal curves shall have a centerline radius of at least forty-five (45) feet and improved width of at least fourteen (14) feet, and the remainder of the driveway shall have an unobstructed width of at least twelve (12) feet (for instance, at gates).

c. At the intersection of a driveway longer than fifty (50) feet (from street to principal structure) with the street, the first thirty (30) feet of the driveway shall not have a change in slope in excess of fifteen (15%) percent inclusive of the crown of the road. All angles between the driveway centerline and the street shall be sixty (60°) degrees or more.

d. See also subsection 12-23.19d. (Ord. No. 2015-1688 § 2)
(Ord. No. 581 § 12-17.2; Ord. No. 94-992 § 2; Ord. No. 2015-1688 § 2)

12-23.4 Garages in Residential Zone Districts.

No building permit shall hereinafter be granted for the erection of a garage for more than four (4) motor vehicles in a residential zone district. A garage shall be connected by an adequately surfaced driveway to the adjacent street, road or lane. The provisions of this section must be met on the single lot for which the garage, carport or approved shelter is accessory to the main use of the premises. These provisions shall not be deemed to limit commercial trucks or cars used upon a farm. (Ord. No. 581 § 12-17.3; Ord. No. 2015-1697 § 2)

12-23.5 Traffic Visibility Across Corner Lots.

On any corner lot in any residence zone district no fence, structure or planting over thirty (30) inches in height above the curb or edge of roadway shall be erected or maintained within twenty (20) feet of the corner property line so as to interface with traffic visibility across the corner. (Ord. No. 581 § 12-17.4)

12-23.6 Corner Lots.

Where a lot is bounded by more than one (1) street or private road, the front setback requirement shall apply to all sides adjacent to the streets or private roads except, however, in the R-4 and R-5 Zones which shall use the minimum front setback from the side with the least street frontage and use the following setback from the street with the greater frontage: R-4 Zone, the greater of thirty (30) feet or the result of subtracting forty-five (45) feet from the lot width perpendicular to the side of the lot with the longer street frontage, but the latter need not exceed the normal front yard setback; R-5 Zone, the greater of fifteen (15) feet or the result of subtracting thirty-five (35) feet from the lot width perpendicular to the side of the lot with the longer street frontage, but the latter need not exceed the normal front yard setback. The other remaining sides which are not bounded by a street shall be considered as side yards with the applicable requirement for that zone. (Ord. No. 581 § 12-17.5; Ord. No. 97-1094 § 7)

12-23.7 Outdoor Storage and Display of Merchandise for Sale.

The outside storage and display of merchandise for sale ("outside" meaning any area not enclosed by walls on all sides and covered by a roof) shall be prohibited except as set forth below:

a. *Outdoor Storage, Display and Sales in the B-1, C-1 and HD Districts:*

1. Seasonal displays and sales of plants (including pumpkins), flowers, trees and shrubs shall be permitted from March 1 through December 31 of each year;
2. Storage of construction items, lumber and bagged materials (cement, peat moss, mulch, lime, etc.) can be located only in a rear or side yard, shall be properly screened from the roadway and neighboring properties, and shall be stacked no higher than six (6) feet or the height of a single pallet or other load as delivered, whichever is the higher;
3. Sidewalk sales shall be governed by subsection 12-12.1b; and
4. Used car sales shall be governed by subsection 12-12.2.

b. *General Restrictions.*

1. Such merchandise cannot occupy any State, County or municipal right-of-way or designated fire lanes;
2. Such merchandise cannot occupy a public or private sidewalk unless the sidewalk is wide enough to include, along with the merchandise, an unobstructed walk width of at least four (4) feet;
3. Such merchandise cannot occupy any vehicular driveway or accessway providing ingress and egress to the premises;
4. Such merchandise cannot occupy parking areas or portions thereof, including parking aisles and landscaped buffer areas; and
5. Additional lighting intended to accommodate the outside storage, display and sale of such merchandise must comply with municipal lighting standards.

(Ord. No. 581 § 12-17.6; Ord. No. 97-1085 § 2; Ord. No. 97-1103 § 1; Ord. No. 2005-1413 § 1; Ord. No. 2015-1704)

12-23.8 Zoning Affects All Structures, Buildings, and Land and the Use Thereof.

No land or premises may be used and no building or structure may be erected, razed, moved, extended, enlarged, altered or used for any purpose other than a purpose permitted herein for the zone district in which it is located, and all construction and uses shall be in conformity with the regulations provided for the zone district in which such building or premises is located. (Ord. No. 581 § 12-17.7)

12-23.9 Nature and Extent of Uses of Land.

The control and the regulation of the uses of buildings and structures as herein provided shall equally apply to the nature and extent of the use of the land. (Ord. No. 581 § 12-17.8)

12-23.10 Dangerous Conditions.

No permit shall be granted for a building or use if the design or construction of same involves or is likely to involve exceptional risk of traffic congestion, public safety or a hazard. (Ord. No. 581 § 12-17.9)

12-23.11 Incongruous Buildings.

No permit shall be granted for a building or use if the design or construction of any building or use is so markedly incongruous with the character of the neighborhood as to materially affect the value of adjacent or nearby property. (Ord. No. 581 § 12-17.10)

12-23.12 Subdivision of Lot.

When a new lot or lots are formed from part of a parcel of land, the separation must be effected in such manner as not to impair any of the provisions of this chapter or the Land Subdivision Ordinance of the Borough of Bernardsville. (Ord. No. 581 § 12-17.11)

12-23.13 Yards.

Every lot must provide front, rear and side yards as required by its zone district. All front yards must face upon a public street or private road approved by the Planning Board and no lot may contain more than one (1) principal building. (Ord. No. 581 § 12-17.12)

12-23.14 Required Area.

No lot area, parking area, or other space shall be so reduced in area or dimension as to make said area or dimension less than the minimum required under this chapter. (Ord. No. 581 § 12-17.13)

12-23.15 Signs.

- a. *General Sign Provisions.* It is the intent of this chapter to provide design criteria and control of signs located throughout the Borough of Bernardsville to assure a high level of attractiveness and compatibility with the site and character of the community. The following provisions apply generally to all signage.
1. Signs shall not be erected or maintained except in conformity with the provisions of this chapter.
 2. Sign erection permit required. No sign shall be constructed or displayed unless a sign erection permit shall have been obtained from the Building Subcode Official except those exempt under subsections 12-23.15a.18 and 12-23.15b.
 3. Review and Approval Procedure: Applications for sign erection permits shall be filed with the Zoning Officer and Construction Official. Applications shall include sketches and description of proposed signs including dimensions, graphics, colors, materials and construction details. Any modifications including colors, wording or graphics of existing signs shall be submitted for review. Permits shall be issued for approved applications upon payment of the established fee. If a variance is required, a denial letter shall be issued which specifies the relief required.
 4. Sign Review Citizens Advisory Committee.
 - (a) Composition.

A Sign Review Citizens Advisory Committee of seven (7) members shall be established consisting of the following classes:

Class 1: A member of the Planning Board appointed by the Mayor as recommended by the Chairman of the Planning Board.

Class 2: A member of the business community located in the commercial area of the Borough appointed by the Mayor.

Class 3: Five (5) individuals appointed by the Mayor.

At least one (1) of these members shall have had training or experience in graphics and/or building design.

(b) Terms. All members shall serve at the pleasure of the Mayor.

(c) Organization. The committee shall elect a Chairman and Vice Chairman.

- (d) Powers and Duties. The Sign Review Citizens Advisory Committee shall be advisory to the Planning Board and shall function under its authority.

The Committee is authorized to adopt its operational procedures. It shall have the following powers and duties.

- (1) Assist applicants in attaining conformance with acceptable design and construction standards, with emphasis on informal discussions.
 - (2) When requested to do so, review applications for signs and recommend approval or disapproval to the appropriate Board or official.
 - (3) Monitor the erection and condition of signs throughout the Borough for compliance with the sign regulations.
 - (4) Advise the Zoning Officer of violations or noncompliance with this chapter and recommend measures for their correction.
 - (5) Review and recommend amendments to this chapter for consideration by the Planning Board for submission to the Mayor and Borough Council.
5. No sign shall be placed in such a position that it will cause confusion or danger to street traffic by obscuring the view or by simulating official, directional or warning signs maintained by any Governmental Body, railroad or public utility concerned with the protection of the public health or safety. This shall include, but not be limited to, any sign visible from the public right-of-way which uses an arrow device or simulates a stop sign or stop light.
 6. Signs advertising a use no longer in existence or a product no longer available shall be removed within thirty (30) days.
 7. No permanent sign shall be attached to trees, fence posts, stumps, utility poles, bridges, rocks or like features not considered to be advertising structures.
 8. All illuminated signs shall be either indirectly lighted or of the diffused lighting type, unless illuminated by an interior source. No sign shall be lighted by using unshielded incandescent bulbs, neon or gas discharge tubes, mirrors reflecting a direct light source or similar devices. Buildings or structures may not be outlined by tubing or strings or lights.
 9. No business sign shall be permitted which is not accessory to the business or use conducted on the property. Advertising billboard signs are prohibited.
 10. Silhouette signs are prohibited.
 11. Rotating signs, live action signs, and flashing or intermittent illuminated signs are prohibited.
 12. Banners, spinners, pennants or any moving object used for advertising purposes whether containing a message or not are prohibited, unless specifically authorized by the Governing Body for a special public event.
 13. No sign shall be erected within or over the right-of-way of any street unless specifically authorized by this chapter or other ordinances of the Borough.
 14. All signs, other than permitted temporary signs shall be constructed of durable materials and shall be adequately maintained. All cracked, warped or broken members of a sign shall be replaced or repaired. All broken or cracked glass shall be replaced. Any sign which fails to meet the maintenance provisions of this chapter shall be repaired or removed within sixty (60) days upon written notification by the Building Subcode Official.
 15. Portable signs are prohibited except where permitted by other provisions of this chapter.

16. Signs not exceeding one (1) square foot in area may be used for a driveway entrance, exit or for warning and directional purposes provided the signs are limited to said uses, and provided further the signs do not bear thereon any type of commercial advertising. (Ord. No. 2018-1782)
 17. Any sign that is or shall become dangerous or unsafe in any manner whatsoever, or any sign erected hereafter contrary to the provisions of this chapter shall be repaired, made safe, and otherwise restored to its original condition in conformity with this chapter or shall be taken down and removed by the owner, lessor, agent or occupant of the building, property or land upon which it is placed or to which it is attached.
 18. The following exemptions shall apply only to the requirement for a sign permit and shall not be construed as relieving the owner of the sign from the responsibility for its erection and maintenance in good and safe condition.
 - (a) Memorial tablets or signs, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other noncombustible materials.
 - (b) Traffic or other municipal signs, legal notices, railroad crossing signs, danger signs and such temporary emergency signs as may be erected by governmental or public utility employees in carrying out their official work.
 - (c) Names on mailboxes.
 - (d) Signs forbidding trespassing, hunting, fishing or trapping as authorized by the Fish and Game Laws. (Chapter 23 of the Revised Statutes)
 19. There shall be permitted one (1) wall or ground sign not exceeding twelve (12) square feet located in the premises of places of worship, Sunday school buildings, public libraries, museums, art galleries, parish houses, buildings used exclusively by Federal, State, County, and local government for public purposes, public, private and parochial schools, public recreational and community center buildings and grounds. No fee shall be required in connection with the permit for such a sign. No such sign shall be located closer than fifteen (15) feet to a property line or within the lesser of fifteen (15) feet or one-half (1/2) the setback of the principal building, but in no event less than five (5) feet, from a street right-of-way line.
 20. No sign shall contain more than three (3) colors, including black and white.
 21. No sign shall contain words or graphics which are offensive to the community's standards.
 22. Construction materials of signs shall be selected to complement the architecture and building materials of the building on which they are located, or to which they are related, as well as surrounding buildings.
 23. Any signs other than those for which provision is expressly made under this section are prohibited.
- b. *Temporary Signs.* The following temporary signs are permitted in all zones (unless otherwise indicated). In no case shall a temporary sign be illuminated.
1. Real estate signs advertising the prospective sale or rental of the premises upon which they are located are permitted as follows:
 - (a) No real estate signs may be illuminated.
 - (b) Real estate signs shall be not more than six (6) square feet in area in residential zones and not more than twelve (12) square feet in area in nonresidential zones.

- (c) Real estate signs may contain not more than three colors.
 - (d) Not more than one (1) real estate sign, which may be double-faced, shall be placed on a property. If a property has frontage on two (2) or more streets, other than two (2) streets joining at a corner of the property, two (2) signs may be placed on the property.
 - (e) All real estate signs shall be removed within seven (7) days of sale or complete rental of the property.
 - (f) No property shall have a real estate sign displayed for more than six (6) months in any twelve (12) month period without the permission of the Borough Council.
 - (g) Real estate signs advertising the rental of any portion of the premises may only be displayed for the period commencing four (4) months prior to the expiration of a lease through the signing of a new lease and shall be subject to the six (6)-month limitation set forth in paragraph (f) above.
2. Campaign signs announcing or advertising any political, educational, charitable, civic, professional, religious or like campaign or event. However, such signs shall not be permitted for a period exceeding sixty (60) days in any calendar year, shall not exceed twelve (12) square feet in area, and shall be removed within seven (7) days of the conclusion of the campaign or event.
 3. Signs are permitted on construction sites for the duration of the construction period as follows:
 - (a) Major subdivisions: One (1) on-tract sign not exceeding eight (8) feet in height or thirty-two (32) square feet in area.
 - (b) New single family residence: One (1) or more signs on a lot none of which exceed six (6) feet in height. The total, aggregate area of signs may not exceed twenty-four (24) square feet per lot.
 - (c) Other construction including additions, alterations and repairs: One (1) sign not exceeding six (6) feet in height or eight (8) square feet in area.

All such signs shall be on the subject property and shall be beyond the street right-of-way.

4. Farmers' signs advertising the sale of farm products produced within the Borough. They shall not exceed six (6) square feet in area. The signs shall be removed during seasons when products are not being offered for sale. Not more than two (2) such signs shall be erected on any one (1) property.
5. Signs announcing any educational, charitable, civic, religious or like special event to be held in the Borough shall be permitted in all zones. Such signs, however, shall not be permitted for a period exceeding fourteen (14) days per special event in any one (1) calendar year, shall not exceed twelve (12) square feet in area and shall be removed within forty-eight (48) hours of the conclusion of the event. There shall be not more than six (6) off-site signs, Borough-wide, advertising any special event and no group shall be allowed to erect temporary off-site signs pursuant to this paragraph for more than four (4) special events per year. No off-site signs shall be erected without permission of the property owner(s) and no signs shall be erected in the right-of-way without the permission of the Borough Zoning Officer. Furthermore, no signs shall be posted in a County or State right-of-way without the permission of the appropriate authority. No temporary sign may be erected:
 - (a) Where it may interfere with the ability of a person to see the street or highway ahead or

official signs, signals or traffic control devices.

- (b) Within the limits of traffic circles, median strips, great separations or interchanges.
 - (c) Which is affixed to, suspended from, or made part of any highway structure or appurtenances.
 - (d) Which contains any lights.
 - (e) Which contains advertising of any kind.
6. Announcements of the sale of an individual's personal property. Such signs shall not exceed six (6) square feet in area and shall not be displayed for a period exceeding thirty-one (31) days in any calendar year.
7. Window signs or lettering advertising sales or events in conjunction with permanent signs or lettering shall not cover more than a total of twenty-five (25%) percent of the window area and shall be removed within three (3) days after termination of the sale or event advertised by the sign.
- c. *Signs in the Residential Zone District.* In the residential districts only the following signs shall be permitted:
- 1. One (1) customary professional sign or nameplate sign for a permitted use not more than two (2) square feet in area, which may be either a non-illuminated or an illuminated non-flashing sign, provided the direct source of light is shielded in such a manner that it is not visible from the street or any adjoining residential property unless said source is a porch light or a lamp post light.
 - 2. A sign deemed necessary to the public welfare by the Governing Body or any other sign required by law.
 - 3. Except for temporary signs, none of the signs permitted in the residential districts shall be erected nearer any street or road than half of the setback required for the principal building to be erected on said plot, provided that a nameplate sign not more than one (1) square foot in area as regulated above may be placed anywhere within the front yard.
- d. *Signs in the Nonresidential Zone Districts.* In all nonresidential zone districts, no sign shall be permitted which is not accessory to the business conducted on the property. Any such sign must be erected only upon an entrance wall or wall fronting on a street, except as provided below, and must comply with the following requirements:
- 1. No wall sign shall extend further than six (6) inches from the face of the building upon which it is attached, provided however, that where a sign extends more than three (3) inches from the face of the wall, the bottom of the sign shall not be closer than ten (10) feet from the ground level below the sign.
 - 2. The maximum height of any single sign shall not exceed twenty (20%) percent of the height of the building or five (5) feet and the maximum width shall not exceed ninety (90%) percent of the width of the store front to which the sign is attached.
 - 3. The total sign area for all signs permitted on the face of any building shall not exceed five (5%) percent of the area of the face of the building upon which such sign or signs are attached.
 - 4. Signs mounted at right angles to the face of a building shall comply with design standards stated in subsection 12-23.15a and shall not extend closer than ten (10) feet from the ground level below the sign. They shall not extend above the wall on which they are mounted. No sign shall project more than three (3) feet from the building line or exceed twelve (12) square

feet in area.

5. If more than one (1) sign is permitted on a site or building the signs shall be compatible with each other and with the character of the site and shall not obscure other signs or architectural features.
6. Window signs, including interior signs within two (2) feet of window surfaces, shall not exceed twenty (20%) percent of the area of each window upon which such signs are displayed. Design criteria indicated in subsection 12-23.15a shall apply to these signs.
7. Commercial properties are permitted freestanding signs subject to the following restrictions.
 - (a) There may be only one (1) freestanding sign per lot.
 - (b) The sign shall be located at least four (4) feet from a street right-of-way line or property line and at least fifty (50) feet from the point of intersection of the side lines of any two (2) streets.
 - (c) The sign shall have a solid background which shall not exceed ten (10) square feet in area nor more than three (3) feet in width.
 - (d) The top of the sign shall be located no more than eight (8) feet above the ground below the sign nor more than eight (8) feet above the curb line of the street immediately opposite the sign.
8. Provided there is no freestanding sign as provided in paragraph 7 above, a commercial property having a street frontage of at least three hundred (300) feet shall be permitted one (1) freestanding sign, subject to the following limitations and requirements:
 - (a) The sign shall contain only the name of the commercial property or facility or the brand or the manufacturer's name of the principal product sold or the service rendered.
 - (b) The top of the sign shall not extend more than fifteen (15) feet above the ground surface below the sign.
 - (c) The total area of the sign shall not exceed thirty (30) square feet.
 - (d) The bottom of the sign shall be at least ten (10) feet above the ground level below the sign.
 - (e) Subject to the requirement in paragraph (d) above, one (1) sign for each business establishment located on the premises may be suspended below the principal sign surface. Each such sign shall contain only the name of the business establishment, and each sign shall not exceed one (1) foot in height and five (5) feet in width.
9. Provided there be no wall sign, a sign may be erected on sloping roofs, including gambrel and mansard roofs, or on roof fascias, overhangs and marquees subject to the following limitations and requirements:
 - (a) There shall be only one (1) such sign for each commercial use.
 - (b) The top of the sign shall be located at least one (1) foot below the highest point of the roof of the building.
 - (c) The height of the sign shall not exceed three (3) feet or fifteen (15%) percent of the height of the building, whichever is less.
 - (d) The width of the sign shall not exceed fifteen (15) feet or fifty (50%) percent of the width of the roof of other structures to which it is attached, whichever is less.

10. Business signs on major streets shall be sufficiently legible and intelligible to afford a motorist the opportunity to absorb the information, make a voluntary decision to turn or stop and enter the deceleration lane before slowing down. In further interest of safety, they shall cause a minimum of confusion with other private and public signs and traffic lights. Accordingly, signs shall be of professional quality. The use of the colors red and green, and the use of arrows or the word "stop" in such a manner as to resemble traffic signs are prohibited.
- e. *Gasoline Service Stations Signs.* Gasoline service stations and public garages only may display, in addition to the foregoing signs, the following special signs which are deemed to be customary and necessary to their respective businesses.
1. One (1) freestanding sign advertising the name of the station or garage and the principal products sold on the premises, including any special company or brand name, insignia or emblem, provided that each such sign shall not exceed twenty (20) square feet in area on each side and shall be erected within the property line. The highest point of any freestanding sign shall not be more than twenty-five (25) feet above the ground.
 2. One (1) temporary sign located inside the property line and specifically advertising special seasonal servicing of automobiles, provided that each such sign does not exceed seven (7) square feet in area.
 3. One (1) freestanding price sign shall be permitted for each frontage and be located no closer than six (6) feet from the property boundary lines. Area shall not exceed six (6) square feet and maximum height shall be eight (8) feet from the grade below.
- f. *Penalties.* Any violation of any provision of this chapter may result in the removal of the sign in violation and be punishable under Article 16, Violations and Penalties of the Development Regulations Ordinance No. 581.
- (Ord. No. 581 § 12-17.14; Ord. No. 825 § 1; Ord. No. 890 §§ 1b.–1f.; Ord. No. 97-1103 § 2; Ord. No. 2000-1198 § 1; Ord. No. 2002-1291 § 1; Ord. #1484-2008 § 2; Ord. #2016-1713 § 2; Ord. No. 2018-1782)

12-23.16 Uses Prohibited in All Zone Districts.

a. In all districts the use of any land or property or any buildings or roof top structures, or the construction, development or alteration of any structure, roof, building, for the purpose of accommodating the taking off or the landing of airplanes, helicopters or any and all other types and kinds of airborne vehicles is specifically prohibited whether a principal use or an accessory use.

1. Airborne vehicles landing in an emergency or under emergency circumstances shall not be deemed in violation of this subsection.

2. The landing or taking off of airborne vehicles related to a special event shall not be deemed to be a violation of this subsection provided a permit has been obtained therefor in accordance with standards established by the Governing Body. A special event shall include any event conducted, sponsored or permitted by any organization or association for recreational, entertainment, charitable, educational or benevolent purposes.

3. Drive-in, drive-through and car hop restaurants.

(Ord. No. 581 § 12-17.15; Ord. No. 2014-1654 § 4)

12-23.17 Minimum Net Habitable Floor Area.

The net habitable floor area of any dwelling unit shall be not less than that permitted in the New Jersey State Housing Code. (Ord. No. 94-995 § 1)

12-23.18 Maximum Occupancy Limits.

The number of occupants of any dwelling unit shall not exceed the maximum permitted under the New Jersey State Housing Code. (Ord. No. 94-995 § 1)

12-23.19 Additional Requirements.

The following provisions as to floor areas, impervious coverage and, except as noted in paragraph c. hereof, front setback modifications shall apply in all residence districts other than the R-8, R-10A and R-10B Residence Districts. In the case of a residential lot within a tract subject to Open Space Residential Development (see subsection 12-25.2a), the area of the lot shall be deemed to include such portion of the total Conservation Open Space and Common Open Space of the tract as the area of the lot bears to the area of all residential lots within the tract.

a. The combined floor areas of all buildings may not exceed the amount allowed in the following table:

Lot area in square feet			Floor area allowed in square feet	
At least	but less than	is	plus	of excess over
0	5,000	0	50%	0
5,000	10,000	2,500	14%	5,000
10,000	20,000	3,200	10%	10,000
20,000	50,000	4,200	6%	20,000
At least	but less than	is	plus	of excess over
50,000	150,000	6,000	4%	50,000
150,000	unlimited	10,000	3%	150,000

b. The portion of a lot covered by impervious surfaces may not exceed one and one-half (1.5) times the floor area permitted for the lot under paragraph a. plus a driveway allowance of fourteen (14) feet times the existing or proposed front setback.

c. Except in the R-5 Residence District, the required residential front yard setback for a principal dwelling containing two (2) or more stories, excluding attics and cellars but including basements, shall be increased over that otherwise required to at least equal the length of the longest side of the dwelling facing, or within sixty (60) degrees of being parallel to, a front lot line.

d. On residential lots, the area devoted to driveway and parking in the front yard (defined by the area between the right-of-way and a line parallel to the right-of-way and equal to the front setback of the dwelling), shall not exceed 17% of the maximum impervious area as calculated per subsection 12-23.19b. Where the dwelling is setback more than 50' from the street right-of-way, the 17% shall apply to the area within 50' of the right-of-way. Off-street parking in the front yard shall be limited to parking on an improved driveway or parking surface such as pavement, stone, pavers, or similar surface, and not on lawns. (Ord. No. 2015-1688 § 1)

(Ord. No. 2000-1210 § 2; Ord. No. 2015-1688 § 1)

12-23.20 Wireless Telecommunication Use.

Wireless telecommunication towers are not permitted. Application for the co-location of a new set of antennas on an existing wireless telecommunication tower without extension of the tower is a conditional use. The application shall conform to the standards set forth herein.

Wireless telecommunication uses are a permitted use if the antennas and radio-electronic equipment are located within a nonresidential zone district in the Borough and the following standards are satisfied:

- a. The applicant has obtained a license from the FCC to provide cellular or personal wireless facilities and services to this area.
- b. The antennas are mounted on an existing structure or building such as a water tower, church steeple, roof top or electric transmission tower.
- c. The height of the antennas is not greater than fifteen (15) feet over the height of the existing structure.

d. *Visual Compatibility Requirements.*

1. Wireless telecommunications antennas on existing structures or buildings shall be designed, located and screened to blend with and into the existing natural or built surroundings so as to eliminate to the maximum extent practicable visual impacts through the use of color and camouflaging, architectural treatment, landscaping, and other appropriate means which shall cause such antennas to be visually compatible with the existing structure, building and neighborhood.

2. A wireless telecommunications equipment compound shall be enclosed within a visually solid fence at least six (6) feet and no more than eight (8) feet high, as approved by the Planning Board, and shall include a locking security gate. The height of any equipment building shall not exceed twelve (12) feet.

3. A wireless telecommunications equipment compound consisting of no more than two thousand five hundred (2,500) square feet may be erected in support of wireless telecommunications antennas but only if:

- (a) It is situated behind existing vegetation, tree cover, structures, buildings or terrain features which will shield the wireless telecommunications equipment compound from public view; or

- (b) When a location out of public view is not possible, a landscape buffer shall be provided outside the wireless telecommunications equipment compound, to shield the facility from public view. Landscaping shall include native evergreen and deciduous trees at least eight (8) feet high at the time of planting.

4. On-roof placement of radio-electronic equipment and/or cabinets shall be located out of the public view.

e. An applicant desiring to construct wireless telecommunications antennas shall demonstrate to the satisfaction of the Planning Board, each of the following:

1. The need for wireless telecommunications antennas at the proposed location. The evidence presented and introduced to the Planning Board shall describe in detail: (i) the wireless telecommunications network layout and its coverage area requirements and (ii) the need for new wireless telecommunications facilities at a specific location within the Borough:

2. That the applicant has exercised its best efforts to locate or co-locate the wireless telecommunications antennas on existing buildings or structures within the applicant's search area which will be least visually intrusive. Without otherwise limiting the nature of the evidence to be provided by the applicant in order to meet its burden on this issue, the applicant shall provide to the Planning Board copies of all correspondence from and between the wireless telecommunications provider and the

property owners of the existing buildings or structures. The failure of the applicant to present evidence of the foregoing shall constitute a rebuttable presumption that the applicant has not exercised its best efforts as required herein.

f. Off-street parking shall be permitted as needed and as approved by the Planning Board.

g. The applicant shall provide assurances to the Planning Board and in a form reviewed and approved by the Planning Board Attorney that will cause the antennas, the compound area enclosing related electronic equipment and all other related improvements to the land to be removed, at no cost to the Borough, when the antennas are no longer operative. Any communication facility not used for its intended and approved purpose for a period of six (6) months shall be considered "no longer operative" and shall be removed by the applicant or its assigns within sixty (60) days thereof.

h. All other applicable requirements of the Land Development Regulations Ordinance not contrary to the specific conditions and standards herein shall be met, but waivers and/or variances of such other applicable requirements of this Ordinance may be granted by the Planning Board.

i. Applicant shall submit its site plan according to Article 9 of the Land Development Regulations. In addition, the applicant shall provide the Planning Board with the following:

1. Photographic simulations showing the public view of the proposed antennas from four (4) locations;

2. A report from a qualified expert that the antennas comply with the latest structural and wind loading requirements as set forth in the Building Officials and Code Administrators ("BOCA") International and the Electronic Industries Association/Telecommunications Industries Association ("ETA/TIA") publications.

j. No signs other than a sign displaying owner contact information, warnings, equipment information and safety instructions are permitted. Such sign shall not exceed two (2) square feet in area.

k. No lighting is permitted except the compound area may have security and safety lighting at the entrance provided it is no greater than one hundred fifty (150) watts, is focused downward and is on timing devices and/or sensors so that the light is turned off when not needed for safety or security purposes.

l. No equipment shall be operated so as to produce noise in excess of the limits set by N.J.A.C. 7:29-1.1 et seq. except in emergency situations requiring the use of a backup generator.

(Ord. #2003-1307 § 2)

12-23.21 Dumpsters.

a. Definitions.

1. All definitions set forth in Section 1-3 of the Borough Land Development Ordinance are incorporated by reference.

2. As used in this section

Dumpster shall mean a rigid container with a capacity of ten (10) cubic yards or more, used for collection and temporary storage of solid waste, construction materials, industrial and other waste materials.

Portable Storage Unit shall mean any container, storage unit, shed-like container or other portable structure with a capacity of ten (10) cubic yards or more that can be or is used for the storage of personal property of any kind and which is located outside an enclosed building. A portable storage unit does not include an accessory building or shed complying with all

building codes and land use requirements.

b. *Permits Required; Fees.* Dumpsters and portable units, as defined above and when placed on residential property or in a residential zone shall require a permit issued by the Construction Official upon payment of a fee of twenty-five (\$25.00) dollars and shall be limited to use for a period not to exceed ninety (90) days, unless a longer period has been allowed as part of a development approval granted by the Planning Board or the Zoning Board or the Zoning Board of Adjustment, or by the Borough Council when no development application is involved. The Construction Official may grant one (1) ninety (90) day permit extension for an additional fee of twenty-five (\$25.00) dollars. During the period covered by the permit, a dumpster may be removed for emptying and replaced without requiring an additional permit.

c. *Miscellaneous Regulations.*

1. Dumpsters and portable storage units shall be placed either on vacant private property or located on the side yard or back yard of any existing building on private property. Should the applicant require or request placement in the front yard of a building on private property, said application shall be treated as the same as an application under paragraph c,3 below. If a permit extension has been granted and the applicant applies for a further extension or applies for an additional dumpster permit during the same calendar year at the same site, that application must be made to, and granted by, the Borough Council, and the fee for such extension or application shall be fifty (\$50.00) dollars. The permit shall be prominently displayed in a window of the residence facing the street, or in a window of the construction trailer or shed, if any.

2. It shall be unlawful for any person to construct or place a dumpster or portable storage unit as defined in this section upon any front yard of private property or upon any Borough-owned land or upon any street, avenue, highway, lane, alley or public place. No permit shall be issued for such use or storage of dumpsters or portable storage units unless the applicant establishes a hardship by satisfying one (1) or more of the following criteria.

(a) The lot configuration or placement of existing buildings or construction equipment or materials prevents placement of the dumpster in a side or rear yard.

(b) Parking on the property or adjoining streets will be adversely affected.

(c) Traffic flow on the property or adjoining streets will be adversely affected.

3. Should the applicant demonstrate a hardship warranting placement of a dumpster or portable storage units on the front yard of private property or on a public area as defined above, the Construction Official shall issue a dumpster or portable storage unit permit for a period not to exceed ninety (90) days and may grant one (1) ninety (90) day extension of the permit.

4. A permit may be revoked by the Code Enforcement Officer if it is determined that the existence of the dumpster or portable storage unit is adversely affecting traffic flow or affecting the safety or welfare of the public.

d. *Enforcement; Penalties.*

1. This section shall be enforced by the Borough Code Enforcement Officer.

2. Any person who shall violate any provision of this section shall be subject to the penalties as provided in Chapter I, Section 1-5. Each day in which such violation continues shall constitute a separate offense. Repeat offenders, as that term is defined in Section 1-5, shall be subject to the penalties set forth in Section 1-5.

3. The Code Enforcement Officer shall notify the owner, tenant and/or contractor in writing of any violation. The owner, tenant or contractor shall have five (5) days from the date of receipt of the

notice to cure the violation.

4. If the violation is not cured, the Code Enforcement Officer may issue a summons and/or remove the dumpster without further notice.

5. Should the Borough be required to move the dumpster pursuant to paragraph c,5 above, the Code Enforcement Officer shall certify the costs of removal and storage and forward the bill to the property owner or person or entity in control of said property or dumpster for payment within thirty (30) days of the date of the bill and any continuing storage costs. The amount of the charge shall become a lien upon the lands and properties for which the dumpster was located.

(Ord. No. 10-1531 §1)

12-23.22 Parking and Storage of Recreational Vehicles, Utility Trailers, and Snow Plows.

a. *Parking of Recreational Vehicles.* No mobile dwelling, trailer or any recreational vehicle shall be stored or parked on any premises in any residential zone district (except for the R-1-10, R-1 and R-1A Zones) within the limits of the Borough of Bernardsville, except as hereinafter provided:

1. Recreational vehicles, as herein defined, may be stored or parked within a closed building or garage on the premises.

2. Recreational vehicles, as herein defined, may be stored or parked outdoors on any premises upon the following terms and conditions:

(a) Not more than one (1) recreational vehicle shall be stored or parked on any premises in any residential zone district within the limits of the Borough of Bernardsville, except as hereinafter provided. For purposes of this subsection, premises shall include adjoining lots in common ownership, unless said adjoining lots otherwise conform to this chapter and other provisions hereof.

(b) No recreational vehicles shall be stored or parked within any residential district other than that lot upon which the principal residence structure of the actual owner of the recreational equipment is located.

(c) No recreational vehicles shall be stored or parked at any time when said premises are not being occupied, except for vacation absences.

(d) No recreational vehicles shall be stored or parked in any district as an accessory building or use, except as herein provided.

(e) No recreational vehicles shall exceed the following bulk requirements:

(1) A maximum height of twelve (12) feet as parked, including trailer, cradle or mount, but excluding mast in the case of a boat.

(2) A maximum body length of twenty-one (21) feet, including trailer hitch, tongue and bumper.

(3) A maximum of eight (8) feet in body width, excluding hardware.

(4) A maximum gross weight of twelve thousand (12,000) pounds, including trailer and mount.

3. No recreational vehicles shall be stored or parked within any front yard. These requirements shall apply to both frontages on a corner lot. In addition, no recreational vehicle shall be stored or parked in the required rear or side yard setback required in the zone in which the property is located.

4. All recreational vehicles must be kept clean and in good repair at all times and shall carry a

current year's license or registration as required by law.

5. The owner of the recreational vehicles shall have and display upon request to any authorized officials of the Borough satisfactory proof of ownership of such recreational equipment.

6. All recreational vehicles shall be maintained in mobile condition.

7. No recreational vehicles shall be used for sleeping or dwelling purposes while on said premises and shall not be commercially stored or offered or displayed for sale. Further, such recreational equipment shall not be connected with any electric, water, gas or sanitary sewer facilities.

8. No construction or repair of any such recreational vehicles shall be carried on outdoors in any residential district. For purposes of this subsection, construction or repair shall not include painting or essential maintenance.

9. No recreational vehicles shall be stored, parked or maintained so as to create a dangerous or unsafe condition on the premises where parked.

10. Loading and unloading of recreational vehicles at any location on the premises is permitted, provided that said vehicle is not stored or parked for a period longer than forty-eight (48) hours in any seven (7) consecutive days.

b. All recreational vehicles shall be effectively screened with plantings, shrubs and trees or fencing so as not to be readily visible from the street or from any adjoining or nearby properties.

c. *Parking of Utility Trailers.*

1. Except as permitted in paragraph 3 below, no utility vehicle which is larger than four (4) feet in width, eight (8) feet in length may be stored in any residential zone other than the R-1-10, R-1 and R-1A Zones.

2. Not more than one (1) utility trailer which is less than or equal to four (4) feet in width and eight (8) feet in length and that is only used for noncommercial purposes may be stored or parked within a closed building or garage on the premises, or in the rear yard, as long as it is not parked in the applicable rear yard setback in the zone and is not visible from any adjoining property.

3. Except as permitted by paragraph 4, no utility trailers shall be stored or parked on any lot other than that lot upon which the principal residence structure of the actual owner of the utility trailer is located.

4. No utility trailers shall be stored or parked at any time when said premises are not being occupied, except for vacation absences.

5. No utility trailers shall be stored or parked within any front yard. This requirement shall apply to both frontages on a corner lot. In addition, no utility trailer shall be stored or parked in the required rear or side yard setback required in the zone in which the property is located.

d. No snow plows shall be stored outdoors in any residential zone (except for the R-1-10, R-1 and R-1A Zones). (This prohibition shall not apply to any plow that is affixed to the front of a vehicle otherwise permitted in the zone.)

(Ord. No. 2015-1701 § 2)

12-23.23 Parking of Commercial Vehicles in Residential Zones.

a. One (1) registered commercial vehicle with a GVWR not exceeding 8,500 pounds (or the maximum weight permitted under the Borough's traffic regulations set forth in Borough Code Section 7-10 entitled "Vehicles over Designated Weight Excluded from Certain Streets", whichever is less) on four (4) wheels,

owned or used by a resident of the premises, shall be permitted to be regularly parked on a driveway or other paved parking area in any residential district. A registered commercial vehicle with a GVWR not exceeding 8,500¹ pounds on four (4) wheels, owned or used by a resident of the premises, with advertising which exceeds the maximum limits set forth in the preceding sentence shall be permitted to be regularly parked or garaged on a lot in any residential district, provided that said vehicle is parked in a side or rear yard area outside of the required setback, which area is screened from neighboring properties by plantings at least five (5) feet in height. For purposes of this subsection, a commercial vehicle is a truck, van, bus or other vehicle utilized in connection with any business, whether or not said vehicle is registered as a "commercial" vehicle with the New Jersey State Motor Vehicle Commission; except that this provision shall not be deemed to limit the number of commercial trucks or cars used on a farm, or construction equipment which is used on the site for construction purposes, or

1 All such vehicles shall remain subject to the weight limitations as set forth in the Borough's traffic regulations set forth in Borough Code Section 7-10 entitled "Vehicles over Designated Weight Excluded from Certain Streets"

b. Notwithstanding any other provision of this section, no vehicle with a gross vehicle weight rating in excess of 8,500 pounds shall be stopped, parked, stored or garaged in a residential district, except:

1. To the extent, and for the minimum time, necessary to provide a service directly related to a residential dwelling or use; or

2. On the premises of an operating farm where such vehicle is used in the farming operation.

(Ord. No. 2015-1697 § 1)

12-24 HOME-BASED BUSINESS.

Home office use, meaning an office activity carried on for gain by a resident in a dwelling unit, shall be a permitted accessory use in residential zone districts, provided:

a. The use is limited solely to office use;

b. The use is operated by or employs in the residence only a resident or residents who are permanent full-time residents of the dwelling unit, and no other persons;

c. No nonresident employees, customers, or business invitees or guests shall visit the dwelling unit for business purposes;

d. The use shall be located on only one floor of the dwelling unit, shall not exceed twenty-five (25%) percent of the floor area of the floor on which it is located, and shall not be served by an entrance separate from the household;

e. Interior storage of materials related to this use shall consist only of office supplies;

f. There shall be no change to the exterior of buildings or structures because of the use, and no outside appearance of a business use, including, but not limited to, parking, storage, signs, or lights;

g. The use operates no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference, including interference with telephone, radio or television reception, detectable by neighboring residents;

h. The use does not require any increased or enhanced electrical or water supply;

i. The quantity and type of solid waste disposal is the same as other residential uses in the zone district;

j. The quantity and quality of effluent is typical of normal residential use, and creates no potential or

actual detriment to the sanitary sewer system or its components;

k. Delivery trucks shall be limited to U.S. Postal Service and other delivery services providing regular service to residential uses in the zone district;

l. All vehicular traffic to and from the home office use shall be limited in volume, type, and frequency to that normally associated with other residential uses in the zone district.

(Ord. No. 2000-1209 § 1)

12-25 CONDITIONAL USES.

12-25.1 General Provisions.

A conditional use is a use permitted in a particular zoning district only upon a showing that such use in a specified location will comply with the conditions and standards for the location or operation of such use as contained in the Borough Land Development Regulations. The Borough Planning Board, or the Board of Adjustment in cases where it has the power under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., to grant a conditional use, may grant conditional uses according to the specifications and standards set forth in this section and in accordance with the provisions of the Municipal Land Use Law at N.J.S.A. 40:55D-67. (Ord. No. 581 § 12-19.1; Ord. No. 2001-1257)

12-25.2 Conditional Uses Permitted.

a. Open Space Residential Development.

1. Mutual Consent Required.

- (a) Open Space Residential Development is optional with both the applicant and Planning Board and the foregoing requirements shall apply only if such option is exercised by either of them and is consented to by the other.
- (b) Nothing contained herein shall be construed to require the Planning Board to approve any development employing Open Space Residential Development if the development is in conflict with any provision of the Bernardsville Development Regulations Ordinance or Master Plan or if the development would in any way result in a development pattern that would adversely affect that portion of the Borough in which it falls.

2. Objectives. The specific objectives of Open Space Residential Development is the preservation and protection of the Borough's natural resources and the maximization of open space.

3. Conditions and Standards.

- (a) **Minimum Tract Area.** The following minimum tract areas are established for Open Space Residential Development:

R-1-10	20 acres
R-1 District	20 acres
R-1A District	12 acres
R-2 District	5 acres

- (b) **Permitted Residential Use and Density.** The development plan shall not result in a greater number of lots if the property in question were developed without the employment of Open Space Residential Development.

- (c) Development Regulations for Individual Lots. Any Open Space Residential lot must meet the requirements presented in the table below:

Minimum Lot Area District Sq. Ft.	Containing Circle of Diameter (ft.)	Minimum Yards		Side Ft.		
		Front Ft.	Rear Ft.	One	Both	
R-1-10	137,500	275	125	100	75	150
R-1	110,000	250	100	75	40	80
R-1A	70,000	200	75	75	30	60
R-2	25,000	120	50	40	20	40

- (d) Each lot shall comply with the requirements appropriate to its zone, pertaining to access corridor, driveway position, building envelope, surface disturbance, minimum floor area and additional requirements.

4. Open Space Requirements.

- (a) The amount of open space shall be at least equal to the total reduction in lot areas within the subdivision.
- (b) Open space shall be provided totaling a maximum of fifty (50%) percent of the area of the tract. No single area reserved for open space shall have an area of contiguous land less than the following, unless the area is to be dedicated for public purposes and joined to a contiguous existing parcel of public open space:

R-1-10 District	8 acres
R-1 District	6 acres
R-1A District	4 acres
R-2 District	2 acres

- (c) The open space shall ordinarily be in a single contiguous piece except that in unusual circumstances division into more than one (1) piece may be permitted if in the judgment of the Planning Board the area would serve an important public function, promote the general welfare of the Borough, or otherwise promote the sound planning objectives of the Borough as reflected in the Master Plan. Any open space parcel shall be at least the reduced lot size for that district, unless it adjoins existing open space parcels in adjoining properties.
- (d) Any area reserved as open space shall be primarily for passive recreational use. It shall be suitable for its intended purpose as determined by the Planning Board, and shall be reserved in perpetuity by private covenant or deed restriction for one (1) or more of the following purposes:
- (1) Essentially undeveloped/Conservation Open Space or Common Open Space.
 - (2) Conservation of environmentally sensitive features including, but not limited to, steep slopes, watercourses, wetlands, flood plains, wooded areas and scenic vistas.
 - (3) Public or private passive recreational uses such as nature study, hiking, horseback riding, fishing, gardening. Passive recreation shall be deemed to forbid the use of motorized wheels of any kind, except in specific parking areas and for ingress and egress.
 - (4) Common open space consistent with all constraints and objectives for this

conditional use, within a common open space, the area available for active recreational use shall not exceed twenty (20%) percent of that common open space area. The remainder shall be restricted to passive recreation.

5. Ownership and Maintenance of Conservation Open Space or Common Open Space. Any developer employing the concept of Open Space Residential Development as herein defined and regulated shall provide for the ownership and maintenance of all resulting undeveloped land within the subdivision. Conservation open space shall be conveyed by deed either to the Borough of Bernardsville, to another Governmental Body or agency or to an acceptable organization such as a private conservation foundation or to owners and residents of the development. A common open space shall be conveyed by deed to an organization of owners and residents of the development. A conveyance for conservation open space or common open space to other than a Governmental Body or agency shall provide for the maintenance of the spaces.

Such organization shall not be dissolved and shall not dispose of any open space, by sale or otherwise, except to an organization conceived and established to own and maintain the open space for the benefit of such development, and thereafter such organization shall not be dissolved or dispose of any of its open space without first offering to dedicate the same to the Borough of Bernardsville.

In the event that such organization shall fail to maintain the open space in reasonable order and condition, the Governing Body may serve written notice upon such organization or upon the owners of the development setting forth the manner in which the organization has failed to maintain the open space in reasonable condition, and the notice shall include a demand that such deficiencies of maintenance be remedied within thirty-five (35) days thereof, and shall state the date and place of a hearing thereon which shall be held within fifteen (15) days of the notice. At such hearing, the Governing Body may modify the terms of the original notice as to deficiencies and may give reasonable extension of time not to exceed sixty-five (65) days within which they shall be remedied. If the deficiencies set forth in the original notice or in the modification thereof shall not be remedied within the thirty-five (35) days or any permitted extension thereof, the Governing Body, in order to preserve the open space and maintain the same for a period of one (1) year may enter upon and maintain such land. The entry and maintenance shall not vest in the public any rights to use the open space except when the same is voluntarily dedicated to the public by the owners.

Before the expiration of the year, the Governing Body shall, upon its initiative or upon the request of the organization theretofore responsible for the maintenance of the open space, call a public hearing upon fifteen (15) days' written notice to such organization and to the owners of the development, to be held by the Governing Body, at which hearing such organization and the owners of the development shall show cause why such maintenance by the municipality shall not, at the election of the municipality, continue for a succeeding year. If the Governing Body shall determine such organization is ready and able to maintain the open space in reasonable condition, the municipality shall cease to maintain the open space at the end of the year. If the Governing Body shall determine such organization is not ready and able to maintain the open space in a reasonable condition, the municipality may, in its discretion, continue to maintain the open space during the next succeeding year, subject to a similar hearing and determination in each year thereafter. The decision of the Governing Body in any such case shall constitute a final administrative decision subject to judicial review.

The cost of such maintenance by the municipality shall be assessed pro rata against the properties within the development that have a right of enjoyment of the open space in accordance with assessed value at the time of imposition of the lien, and shall become a lien and tax to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other

taxes.

Any proposal to dedicate open space to the Borough of Bernardsville shall be subject to acceptance by resolution of the Governing Body. If further stipulated that any use of such land for purposes other than those of subsection 12-25.2a6(d) above can only be made after a public hearing by the Governing Body.

6. Findings for Open Residential Space Development. Prior to approval of any open residential space developments, the Planning Board shall find, as required by N.J.S.A. 40:55D-45, the following facts and conclusions:
 - (a) That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the zoning standards established herein.
 - (b) That the proposals for maintenance and conservation of the common open space are reliable, and the amount, location and purpose of the common open space are adequate.
 - (c) That provisions through the physical design of the proposed development for public services, control over vehicular and pedestrian traffic and the amenities of light and air, recreation, and visual enjoyment are adequate.
 - (d) That the proposed development will not have an unreasonably adverse impact upon the area in which it is proposed to be established.
 - (e) In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
- b. *Public Garages.* No building, structure or lot shall be used as a public garage, as defined in Article 1, except in accordance with the following restrictions or conditions:
 1. No part of the lot in question shall be situated within three hundred (300) feet of any lot line of any plot on which is located any building or other improvement used for the following purposes:
 - (a) A school
 - (b) A hospital
 - (c) A theater
 - (d) A public library
 - (e) A fire house, municipal or other public building
 - (f) A park or playground
 - (g) A church
 2. Gasoline filling stations shall have their gasoline pumps and other service facilities set back at least twenty-five (25) feet from any street right-of-way.
 3. All entrance and exit driveways shall have an unobstructed width of at least fifteen (15) feet, and no public garages shall have an entrance or exit for motor vehicles within fifty (50) feet of the boundaries of any residence zone.
 4. Public garages shall be located on a lot having a minimum frontage of not less than one hundred (100) feet.
 5. No automobile commercial repair work, except emergency work, shall be carried on out of

doors. Automobiles may be parked temporarily on any part of a lot. The dismantling or storage of more than two (2) wrecked motor vehicles on any lot is prohibited, and no dismantling or wrecked motor vehicle may be stored on any lot for longer than a ninety (90) day period.

6. There shall be no openings in the side or rear walls or roof of such garage or service station within ten (10) feet of any side or rear lot line.
7. No more than ten (10) rated horsepower shall be used on the premises.
8. No part of any building containing a public garage shall be used for residence or sleeping purposes.
9. All facilities for servicing cars, shall be located entirely upon private property and adequate space for automobiles being serviced shall be provided upon private property. No part of the storage space or work shop shall be nearer than thirty-five (35) feet to any street.
10. No gasoline filling station may be erected within five hundred (500) feet of an existing gasoline station.
11. Gasoline filling stations may have one (1) soda machine or one (1) machine vending non-alcoholic beverages located outside of the confines of a principal building so long as it is placed up against an exterior wall of the principal building.
12. Car washes may utilize as accessory uses washing, vacuum and towel dispensing devices located within the building envelope. Washing devices may also be located along an outside wall of the principal building.

c. *Professional Uses in Residential District.*

1. The professional office or studio shall be a part of the dwelling in which the professional person resides.
2. Not more than two (2) persons not residents in the dwelling shall be employed in such office or studio, and not more than one-half (1/2) the floor area of one (1) story of the dwelling shall be devoted to such professional use.
3. Front Yard Setbacks. In order to minimize parking hazards, a one hundred (100) foot setback (from front property line to building front) is required if parking is permitted on the street on which the lot fronts and if the paved width of the street is less than twenty (20) feet and the total width, including suitable shoulders, is less than thirty-six (36) feet
4. All portions of any driveways on the subject property shall be at least ten (10) feet from the side and rear property lines.
5. All portions of any driveways, parking areas, and parking service aisles shall be at least twenty (20) feet from an existing, conforming dwelling on any adjacent lot, and at least twenty (20) feet from the nearest point of the building envelope on any adjacent vacant lot.

d. *Institutional Uses.* Institutional Use, as defined in Article 1, shall be considered in accordance with the following standards, restrictions and conditions, except schools.

1. Minimum Lot Size. Shall not be less than twice the minimum required residential lot for the district in which the institutional use is to be located.
2. Minimum Front Yard Depth. Same as residential district requirement, unmodified.
3. Minimum Side Yard. Shall be three times the side yards requirement for the residential district.

4. Minimum Rear Yard. Shall be twice the rear yard requirement for the residential district.
5. Minimum Street Frontage. Shall be as follows:

R-1 District	500 feet
R-1A District	350 feet
R-2 District	250 feet
R-3 District	150 feet
R-4 District	100 feet
R-5 District	75 feet
6. Maximum Building Height. Shall be two (2) stories, not to exceed thirty-five (35) feet to the highest point of any building, exclusive of chimneys, steeples and similar items.
7. Parking areas shall not be located in any front yard.
8. There shall be a minimum of one (1) separate entrance and one (1) separate exit from and to a public street.
9. Maximum Building Coverage. Shall be twenty (20%) percent of the development parcel.
10. Minimum Open Space and Landscaped Areas. Shall be thirty (30%) percent of the development parcel.
11. Property shall front and have access to an arterial, major collector, or minor collector roadway.

e. *Institutional Use: School.* School, as defined in Article 1, shall be considered in accordance with the following standards, restrictions and conditions:

1. Minimum Lot Size. Shall not be less than three (3) acres in all zones.
2. Minimum Street Frontage. Shall be as follows:

R-1-10 District	500 ft.
R-1 District	500 ft.
R-1A District	350 ft.
R-2 District	250 ft.
R-3 District	150 ft.
R-4 District	100 ft.
R-5 District	75 ft.

3. Property shall front and have access to an arterial, major collector or minor collector roadway.
4. There shall be a minimum of one (1) separate entrance and one (1) exit from and to a public street.
5. Standards applicable to development of new buildings, facilities and structures proposed after the adoption of this paragraph e., excluding underground utilities and fences:

Ordinance No. 2014-1669, codified herein, was adopted July 14, 2014.

- (a) Front yard shall be the front yard requirement for the subject zone district,
- (b) Side yard shall be three times the side yard requirement for the subject zone district,
- (c) Rear yard shall be two times the rear yard requirement for the subject zone district,
- (d) Maximum Building Coverage. Shall be twenty-five (25%) percent of the development parcel,

- (e) Maximum height shall be two (2) stories and not to exceed thirty-five (35) feet.
 - (f) No parking in the required front yard of the subject zone district,
 - (g) No athletic fields in the required front yard of the subject zone district,
 - (h) Maximum impervious coverage is fifty (50%) percent of the development parcel.
6. All recreation and parking areas shall be screened, on a year round basis, from view of abutting residential uses according to the following:
- (a) Off-street parking areas shall be visually screened by densely planted landscaping, such as a hedge or existing natural landscaping or berms, to effectively screen the view of vehicles. Lighting of off-street parking areas shall be the "shoe-box" type lighting fixture that encases the light source to obviate spillage and reduce glare.
 - (b) Recreation areas shall be visually screened by landscaping, berms or existing natural landscaping if existing natural landscaping is at least fifty (50) feet in width, to effectively screen the view of the recreation field.
7. Setbacks, yards and open areas not developed for buildings, structures, facilities, or athletic fields shall be attractively landscaped with lawn, shrubs, coniferous and deciduous trees.

f. *Hotels.*

- 1. Such use shall abut and shall have direct access to a State or County Road.
- 2. No building shall be higher than thirty-five (35) feet; or have more than two (2) stories.
- 3. Yards.
 - (a) Front Yard. There shall be a front yard of at least forty (40) feet.
 - (b) Rear Yard. There shall be a rear yard of at least forty (40) feet. Where a rear yard adjoins a railroad or any alley, the railroad or alley may be counted as part of the required rear yard, provided that under no circumstances shall the rear yard be reduced to less than twenty-five (25) feet.
 - (c) Side Yards. There shall be two (2) side yards and no side yard shall be less than twenty-five (25) feet, provided that any side yard adjoining a residence district shall not be less than forty (40) feet.
- 4. No hotel shall contain less than forty (40) hotel units, nor more than eighty (80) hotel units.
- 5. Each hotel unit shall be located entirely on one (1) floor.
- 6. Each hotel unit as defined herein shall contain at least two hundred thirty-five (235) square feet of floor area.
 - (a) Bedrooms shall have a minimum floor area of sixty (60) square feet per person of design capacity, but in no event less than two hundred (200) square feet.
 - (b) Bathrooms shall be equipped with a lavatory, toilet and tub or shower which shall at all times be supplied with hot and cold running water.
- 7. No hotel unit shall contain cooking facilities.
- 8. There shall be between any adjoining hotel units on the same floor level a partition wall construction to have a second transmission classification (STC) of not less than 52 based on the laboratory test procedure specified in the ASTM (American Society of Testing Material) recommended practice E-90-66T or as amended. There shall be between hotel units on different floor levels a floor construction of materials having a sound transmission

classification (STC) of not less than 50 based on testing procedure as described above, as well as an impact noise rating (INR) of 0 as specified in I.S.O. recommendation R-140 (Field and Laboratory Measurements of Airborne and Impact Sound Transmission - First Edition January 1960), or as thereafter amended for measuring impact transmission with a standard tapping machine.

9. The fire rating of all structural elements shall meet the minimum standards of Group 1, Noncombustible, Type 2A construction as required by the New Jersey Department of Community Affairs, Bureau of Housing Inspection, "Regulations for the Construction and Maintenance of Hotel and Multiple Dwellings."
 10. Each hotel unit shall have at least one (1) window capable of being opened from the inside, the opening of which shall be of sufficient size to allow an adult person to exit.
 11. Off-street parking for a hotel shall be provided in accordance with Section 9-10. For hotels which include restaurants and other facilities that are accessible to the general public, additional parking facilities as required in Section 9-10 for the particular use shall be provided insofar as practicable, in the judgment of the Planning Board, approximately seventy-five (75%) percent of all parking facilities serving the hotel shall be provided on the same property. Unless a greater distance is required in Section 9-10, no parking area shall be located within ten (10) feet of a property line.
 12. For each twenty-five (25) hotel units or fraction thereof at least one (1) hotel unit shall be designed and intended for occupancy by the handicapped. A like number of off-street parking facilities for the handicapped shall also be provided.
- g. *Single Family Attached Residential Units in the R-5 Residence District.* No lot shall be used for single family attached residential units except in accordance with the following restrictions and conditions:
1. There shall be a minimum lot area of four (4) acres.
 2. The gross density for any development shall not exceed four (4) single family attached dwelling units per acre.
 3. The number of bedrooms per single family attached residential unit is unrestricted provided, however, the total number of more than three (3) bedroom units shall not exceed the total number of two (2) or less bedroom units and there shall not be more than ten (10) bedrooms per gross acre. Under no circumstances shall the bedroom mix result in a gross density that exceeds four (4) single family attached residential units per acre.
 4. All other regulations of the R-8 Single Family Attached Residence District shall be complied with.
- h. *Reserved.*
- i. *Public Utility Facilities.*
1. In a residential zone, any such facility shall not generate more intense traffic in that zone than would be expected from the permitted residential development of the same property. Permitted residential development shall be the number of dwelling units determined by dividing the tract area by the minimum lot size of the zone or by applying the maximum permitted residential density to the tract area. The amount of traffic generated by the permitted residential development shall be based on the most recent data applicable to that development contained in the Traffic Generation Manual published by the Institute of Transportation Engineers (ITE).

2. In residential zones, no more than twenty-five (25%) percent of the total lot area shall be covered by buildings, structures, sidewalks, parking area, driveways, or other improvements incidental to the proposed facility. In other zones, the coverage shall not exceed fifty (50%) percent of the total lot area.
 3. The height limitations, minimum lot area, and any lot coverage or floor area limitations of the zone district in which the use is located shall be met.
 4. The setback requirements of the zone district in which the use is located shall be met and in any case, no off-street truck parking shall be located within fifty (50) feet of any residentially zoned property.
 5. All applicable provisions of Article 9 relative to off-street parking and site plan approval shall be complied with. The number of parking spaces shall be determined by the use listed in the schedule in subsection 9-10.6 which most closely resembles the proposed public utility use.
 6. Except in the event of an emergency, no operation shall be conducted within three hundred (300) feet of any residential unit between the hours of 8:30 p.m. and 6:00 a.m. Monday through Saturday, or at any time on Sunday. In any case, no operation shall produce or create any noise, dust, smoke, fumes or odors which exceed the limits established by any applicable State, County, Municipal or other governmental regulation.
 7. The burden of proof shall be on the applicant to show that the proposed installation in the specific location is reasonably necessary for the efficient operation of the public utility system.
- j. *Reserved.*
- k. *Outdoor Dining.* No outdoor table, shelf or other facility to hold food or drink while the same are being consumed shall be permitted in any nonresidential zone except in accordance with this paragraph.
1. The dining area must be on private property. If any portion of the dining area is on a sidewalk over which the public has a right-of-way, an unobstructed passage not less than four (4) feet wide must be left between the dining area and any street, structure, hydrant, lamppost, highway signpost or other obstruction. No portion of the dining area may be closer than four (4) feet to any fire lane, parking lot or loading dock. No portion of any required parking space or loading dock shall be converted to dining area.
 2. The dining area shall be surrounded by a defining barrier not less than two (2) feet high such as landscaping, a fence or ropes and posts. If any portion of the dining area is within ten (10) feet of any area used by vehicles and less than two (2) feet above such area, the barrier shall be designed to protect the dining area unless the same is protected by trees or other means. Any immovable portion of the barrier, or any permanent roof, arbor, platform or similar structure shall be considered a site improvement for the purpose of subsection 9-9.2 requiring site plans proposing site improvements to be drawn by a licensed person.
 3. The placement of tables and chairs in the dining area and the provision of passages through the barrier shall not obstruct entry to or exit from any building. Folding chairs are prohibited. No advertising or product names are permitted on any tablecloths, chairs or umbrellas in the dining area.
 4. No use of the dining area after 10:00 p.m. or before 6:00 a.m. is permitted. Convenient containers for trash and recyclables shall be provided. The operator of the dining area shall keep it clean, sanitary and free from litter.
 5. Except at dining areas operated by restaurants licensed by the Board of Health, all sales of

food or drink shall take place entirely within a building, no agent or employee of the operator shall carry any food or drink to the dining area and no outdoor menu board is permitted.

1. *Caretaker's Accessory Apartment.* Accessory apartments created pursuant to this chapter shall comply with the provisions of the New Jersey Uniform Construction Code (N.J.A.C. 5:23). For purposes of this section, "living area" shall mean all rooms and enclosed floor space within a dwelling unit used or designed to be used for living, sleeping, cooking or eating purposes, including bathrooms, laundries, pantries, foyers, communicating corridors, closets and storage space, excluding unfinished basements, garages, unfinished storage areas and other unfinished areas. Any single family detached dwelling located in the R-1-10 and R-1 Residence Zones may contain not more than one (1) accessory apartment provided the following standards and conditions are met:
 1. The accessory apartment shall be for the sole use of the domestic employees, members of the family or nonpaying guests of the resident of the principal residence.
 2. The floor area of the accessory apartment shall not exceed twenty-five (25%) percent of the floor area of the living area of the principal residence.
 3. The dwelling structure shall comply with all Uniform Construction Code and Uniform Fire Code Requirements for two (2) family dwellings.
 4. The exterior of the structure shall be that of a single family and not that of a two (2) family dwelling.
 5. The applicant submits at the time of seeking conditional use approval, and annually thereafter, a certification on forms provided by the Borough, as follows:
 - (a) That the accessory apartment is occupied by on-site domestic employees of the residents of the primary residence or by members of the immediate family or short-term, nonpaying guests of the residents of the primary residence.
 - (b) That the accessory apartment is occupied by only one (1) person or family.
 - (c) That the accessory apartment is not a rental unit and that no rent is paid on account of the occupancy of the accessory apartment.
 - (d) That upon any violation of this section or the certification, determined by the appropriate Borough official, the violation shall be abated and the owner shall be subject to the penalties set forth in Section 1-5 of this Code.
 6. Prior to occupancy of the accessory apartment, a new deed shall be recorded in the Somerset County Clerk's office containing a restriction stating that the accessory apartment must be used in strict compliance with this section.
- m. *Accessory Dwelling Unit, Detached.* Accessory dwelling units created pursuant to this chapter shall comply with the provisions of the New Jersey Uniform Construction Code (N.J.A.C. 5:23). For purposes of this section, "living area" shall mean all rooms and enclosed floor space within a dwelling unit used or designed to be used for living, sleeping, cooking or eating purposes, including bathrooms, laundries, pantries, foyers, communicating corridors, closets and storage space, excluding unfinished basements, garages, unfinished storage areas and other unfinished areas. The following conditions shall be met:
 1. A detached accessory dwelling unit shall only be permitted in the R-1 and R-1-10 Residence Districts on lots containing at least double the minimum area required by subsections 12-5.3g and 12-22.3g.
 2. There shall be no more than one (1) principal residence and one (1) detached accessory

dwelling unit on any one (1) property.

3. The detached accessory dwelling unit shall be for the sole use of the on-site domestic employees, members of the immediate family or nonpaying short-term guests of the resident of the principal residence, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program. In any event, the detached accessory dwelling unit shall not be occupied by more than four (4) persons.
4. The living area of a newly constructed or converted detached accessory dwelling unit shall not exceed one thousand five hundred (1,500) square feet.
5. A newly constructed accessory dwelling unit or proposed conversion of an existing building to an accessory dwelling unit must meet the setback requirements of a principal building.
6. The dwelling structure shall comply with the Uniform Construction Code and Uniform Fire Code Requirements to the extent required by the Construction Official.
7. No lot containing a principal residence and a detached accessory dwelling unit shall be subdivided unless each resulting lot with its improvements complies in all respects with the requirements of this section and the requirements of the R-1 Residence District or R-1-10 District.
8. The applicant shall submit at the time of seeking conditional use approval, and annually thereafter, a certification on forms provided by the Borough, as follows:
 - (a) That the detached accessory dwelling unit is occupied by on-site domestic employees of the residents of the principal residence or by members of the immediate family or short-term, nonpaying guest of the residents of the principal residence, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program. In any event, the detached accessory dwelling unit shall be occupied by no more than four (4) persons.
 - (b) That the detached accessory dwelling unit is not a rental unit and no rent is paid on account of the occupancy of the accessory apartment, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program.
 - (c) That the living area of the detached dwelling unit is not a rental unit and no rent is paid on account of the occupancy of the accessory apartment, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program.
 - (d) That upon any violation of this section or the certification, determined by the appropriate Borough official, the violation shall be abated and the owner shall be subject to the penalties set forth in Article 16 of this Code.
9. Prior to issuance of a building permit for the detached accessory dwelling unit, a new deed shall be recorded in the Somerset County Clerk's Office containing a restriction stating that the detached accessory dwelling unit must be used in strict compliance with this section.
- n. *Accessory Dwelling Unit, Internal.* Accessory dwelling units created pursuant to this chapter shall comply with the provisions of the New Jersey Uniform Construction Code (N.J.A.C. 5:23). For purposes of this section, "living area" shall mean all rooms and enclosed floor space within a dwelling unit used or designed to be used for living, sleeping, cooking or eating purposes, including bathrooms, laundries, pantries, foyers, communicating corridors, closets and storage space, excluding unfinished basements, garages, unfinished storage areas and other unfinished areas. The following conditions shall be met:

1. An accessory dwelling unit that is within an existing dwelling structure (internal to the building) shall only be permitted in the R-1 and R-1-10 Residence Districts on lots containing at least double the minimum area required by subsections 12-5.3g and 12-22.3g.
2. There shall be no more than one (1) principal residence and one (1) attached accessory dwelling unit on any one (1) property.
3. The accessory dwelling unit shall be for the sole use of the on-site domestic employees, members of the immediate family or nonpaying short-term guests of the resident of the principal residence, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program. In any event, the accessory dwelling unit shall not be occupied by more than four (4) persons.
4. The living area of an internal accessory dwelling unit shall not exceed one thousand five hundred (1,500) square feet.
5. The dwelling structure shall comply with the Uniform Construction Code and Uniform Fire Code Requirements to the extent required by the Construction Official.
6. No lot containing a principal residence and a detached accessory dwelling unit shall be subdivided unless each resulting lot with its improvements complies in all respects with the requirements of this section and the requirements of the R-1 Residence District or R-1-10 District.
7. The applicant shall submit at the time of seeking conditional use approval, and annually thereafter, a certification on forms provided by the Borough, as follows:
 - (a) That the accessory dwelling unit is occupied by on-site domestic employees of the residents of the principal residence or by members of the immediate family or short-term, nonpaying guest of the residents of the principal residence, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program. In any event, the accessory dwelling unit shall be occupied by no more than four (4) persons.
 - (b) That the accessory dwelling unit is not a rental unit and no rent is paid on account of the occupancy of the accessory apartment, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program.
 - (c) That the living area of the accessory dwelling unit is not a rental unit and no rent is paid on account of the occupancy of the accessory apartment, except when the Owner is approved to rent units under the Borough's Accessory Apartment Program.
 - (d) That upon any violation of this section or the certification, determined by the appropriate Borough official, the violation shall be abated and the owner shall be subject to the penalties set forth in Article 16 of this Code.
8. Prior to issuance of a building permit for the accessory dwelling unit, a new deed shall be recorded in the Somerset County Clerk's Office containing a restriction stating that the accessory dwelling unit must be used in strict compliance with this section.

(Ord. No. 581 § 12-19.2; Ord. No. 759 § 1; Ord. No. 91-870 § 2; Ord. No. 93-946 § 5; Ord. No. 93-969 § 2; Ord. No. 93-970 § 7; Ord. No. 94-982 § 3; Ord. No. 94-990 § 3; Ord. No. 96-1074 § 2; Ord. No. 97-1096 § 1; Ord. No. 97-1103, § 5; Ord. No. 99-1167 § 3; Ord. No. 2001-1260 §§ 4, 5; Ord. No. 2004-1357 §§ 1-3, Ord. No. 2004-1358 §§ 1, 2; Ord. No. 2005-1390 § 2; Ord. No. 2014-1654 § 3; Ord. No. 2014-1669 §§ 2-5; Ord. No. 2018-1772 § 4)

12-26 NON-CONFORMING LOTS, USES AND STRUCTURES.

12-26.1 Continuance of Non-Conforming Use or Structures.

Any lawful non-conforming use which existed at the time of the passage of this chapter may be continued and any existing building designed, arranged, intended or devoted to a non-conforming use may be reconstructed or structurally altered subject to the following regulations:

a. The structural alterations made in such residential building in a residential zone shall in no case result in the increase in floor area of the altered building exceeding that of the original. In no case should any alterations allow an intensification of the non-conforming use (e.g., one (1)-family to two (2)-family or two (2)-family to three (3)-family). In a non-residential zone any alterations should not result in an increase of the floor area of an altered building.

b. No structural alterations of an existing building shall be permitted which enlarge or extend the non-conforming use.

c. No non-conforming use shall be extended at the expense of a conforming use.

d. A non-conforming use changed to a conforming use may not thereafter be changed back to a non-conforming use.

e. A non-conforming use in existence at the time of the passage of this chapter shall not be permitted to be changed to any other non-conforming use.

f. In the event that there is a cessation of operation of any non-conforming use for a period of twelve (12) consecutive calendar months, the same shall be presumed to be an abandonment of such non-conforming use. Any subsequent exercise of such abandoned non-conforming use shall be deemed a violation of the terms of this chapter, except such shall not apply to a non-conforming use because of height and area violations.

(Ord. No. 581 § 12-20.1; Ord. No. 816 § 1)

12-26.2 Completion of Existing Buildings.

Nothing in this chapter shall require any change in plans, construction or designated use of a building for which a building permit has been heretofore issued and construction diligently prosecuted within six (6) months of the date of such permit. (Ord. No. 581 § 12-20.2)

12-26.3 Restoration of Existing Buildings.

Nothing in this chapter shall prevent the restoration of a non-conforming building partially destroyed by fire, explosion, act of God, or act of public enemy, provided that, after restoration, the building and the use thereof shall not violate this chapter to any greater extent than existed prior to the restoration. Any building totally destroyed in the manner aforesaid may only be rebuilt as a conforming use.

The owner of any non-conforming use that is partially destroyed as above mentioned must apply for a building permit to rebuild the non-conforming use within twelve (12) months from the time of destruction. If the application to rebuild the non-conforming use is filed after the above-mentioned twelve (12) month period, a building permit will only be issued for a conforming use. Nothing in this chapter shall prevent the restoration of a wall declared unsafe by the Construction Official. (Ord. No. 581 § 12-20.3)

12-26.4 Unlawful Uses Not Authorized.

Nothing in this chapter shall be interpreted as authorization for or approval of the continuance of use of a

structure or premises in violation of zoning regulations in effect at the time of the effective date of this chapter. (Ord. No. 581 § 12-20.4)

12-26.5 Non-Conforming Uses Due to Reclassification.

The foregoing provisions of this Article shall also apply to buildings, structures, land or uses which hereafter become non-conforming due to any reclassification of zone districts under this chapter, or any subsequent change in regulations of this chapter. (Ord. No. 581 § 12-20.5)

12-26.6 Existing Platted Lots.

Any lot which at the time of the adoption of this chapter fails to comply with the minimum requirements of this chapter may be used for any use not otherwise prohibited in the zone district in which it lies, provided the lot is in single ownership as defined in this chapter and further provided all yard requirements are complied with. (Ord. No. 581 § 12-20.6)

12-27 ENFORCEMENT, AUTHORITY AND DUTIES OF THE ZONING ENFORCEMENT OFFICER AND THE BUILDING SUBCODE OFFICIAL.*

12-27.1 Zoning Enforcement Officer.

The Borough Land Use Ordinances shall be enforced by the Zoning Enforcement Officer. It shall be the duty of the Zoning Enforcement Officer to investigate any violation of this chapter coming to his attention, whether by complaint or arising from his own personal knowledge. If a violation is found to exist, he shall serve written notice by registered or certified mail or by personal service upon the owner, lessee, tenant or other occupant of any building or structure, lot or land, or part thereof, where a violation of any of the provisions of this chapter has been committed or exists or upon any architect, builder, contractor or agent or other person who is employed in connection with the building or structure, lot or land, or part thereof, and who commits, takes part or assists in the commission of such violation. Such notice shall require the violation to be abated within ten (10) days from the date of service of the notice or upon such lesser time as the Zoning Enforcement Officer shall deem reasonable in cases where the danger to public health, safety and general welfare is so imminent as to require more immediate abatement. If the person fails to abate the violation within the time specified, the Zoning Enforcement Officer shall file and prosecute a complaint to terminate the violation in the Municipal Court or shall seek equitable relief in the Superior Court, as appropriate. (Ord. No. 98-1149 § 1 Art. 12)

12-27.2 Building Subcode Official.

The Building Subcode Official shall not issue any permit for the erection, construction, reconstruction, structural alteration, enlargement or moving of any building or structure or part thereof, or issue any certificate for the use or occupancy of any building, structure or land, or part thereof, where the same would be in violation of any of the provisions of this chapter. It shall be the further duty of the Building Subcode Official to report to the Zoning Enforcement Officer any violation of this chapter coming to his attention, whether by complaint or arising from his own personal knowledge. (Ord. No. 98-1149 § 1 Art. 12)

12-28 TEMPORARY PERMITS.

Temporary Permits may be authorized by the Building Subcode Official for a period not to exceed one (1) year for nonconforming uses incidental to construction projects being conducted on the same premises, including such uses as storage of building supplies and machinery, assembly of building materials, and a small real estate office where a

development is being offered for sale. Such permits may be renewed by the Building Subcode Official, annually, over a period not to exceed three (3) years. (Ord. No. 581 § 12-22)

12-29 STORMWATER MANAGEMENT.

12-29.1 Definitions.

All terms in this section shall be defined in the NJDEP Stormwater Management Rule (N.J.A.C. 7:8, et seq.). The following additional terms are defined for this chapter only.

Exempt Development shall mean any development that creates less than five hundred (500) square feet of roof area and less than one thousand (1,000) square feet of new impervious area in total and disturbs less than two thousand five hundred (2,500) square feet of land.

Minor Development shall mean any development that does not meet the definition of "exempt development" as defined herein or the definition of major development in N.J.A.C. 7:8. (Ord. No. 2006-1423 § 1; Ord. No. 07-1478 § 1)

12-29.2 Design Standards.

a. *Exempt Developments.* Any project meeting the definition of exempt development shall be exempt from the provisions of this section.

b. *Minor Developments.* Minor developments shall be designed to include the following stormwater management measures:

1. **Water Quality.** Soil erosion and sediment control measures shall be installed in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey.

2. **Runoff Quantity Control.** Seepage pits or other infiltration measures shall be provided with a capacity of three (3") inches of runoff for each square foot of new impervious area. Stone used in the infiltration devices shall be two and one-half (2-1/2") inch clean stone and a design void ratio of thirty-three (33%) percent shall be used. The infiltration measures shall be designed with an overflow to the surface which shall be stabilized and directed to an existing stormwater conveyance system or in a manner to keep the overflow on the developed property to the greatest extent feasible. If the new impervious surface is not roof area, an equivalent area of existing roof may be directed to the infiltration system. This shall be permitted where the existing roof is not already directed to infiltration devices.

c. *Major Developments.* All major developments shall have their stormwater management designed in accordance with the Residential Site Improvement Standards (RSIS, N.J.A.C. 5:21) and the NJDEP Stormwater Management Rule (N.J.A.C. 7:8). These standards shall apply to all projects, residential and nonresidential, in all zone districts.

(Ord. No. 2006-1423 § 1; Ord. No. 07-1478 § 1)

12-29.3 Operation and Maintenance of Stormwater Management Facilities.

a. Applies to both minor and major stormwater developments as defined in subsection 12-29.1 above, that are privately owned.

b. Private entity is required to ensure adequate long term operation as well as preventative and corrective maintenance (including replacement) on all stormwater management facilities (Best Management Practices). The Operation and Maintenance Manual for all projects shall include forms to be submitted to the Borough Engineer by April 1 of each year. These inspection and maintenance forms shall report the maintenance of the system throughout the year.

c. Penalties for noncompliance shall be in accordance with the penalty provision of the Borough General Ordinances.

d. If the stormwater facilities are not adequately maintained by the private owners, the Borough shall retain the right to perform the required maintenance and charge the private entity accordingly. This access shall be part of all drainage easements on private property.

(Ord. No. 07-1478 § 1)

12-29.4 Waivers and Exceptions.

a. *Standards for Relief.* Waivers from strict compliance with the design standards shall only be granted upon showing that meeting the standards would result in an exceptional hardship on the applicant or that the benefits to the public good of the deviation from the standards would outweigh any detriments of the deviation. A hardship will not be considered to exist if reasonable reductions in the scope of the project would eliminate the noncompliance.

b. *Mitigation.* If the review agency for the project determines that a waiver is appropriate, the applicant must execute a mitigation plan. The scope of the mitigation plan shall be commensurate with the size of the project and the magnitude of relief required. The mitigation project may be taken from the list of projects in the Municipal Stormwater Management Plan or another project identified by the applicant. All mitigation projects are subject to the approval of the Municipal Engineer. A monetary contribution to the Municipality may be made in lieu of the work identified in the mitigation plan subject to the approval of the review agency.

c. *Review Agency.* All applications subject to the review of the Planning Board or Board of Adjustment shall be reviewed by those Boards concurrently with subdivision or site plan review. Applications not subject to Planning Board or Board of Adjustment review shall be reviewed by the Municipal Engineer.

d. *Appeals.* The appeal of the determination of the Municipal Engineer shall be made in accordance with N.J.A.C. 40:55D-70a.

(Ord. No. 2006-1423 § 1; Ord. No. 07-1478 § 1)

12-29.5 Application and Review Fees.

a. There shall be no additional fees for stormwater review for applications to the Planning Board or Board of Adjustment.

b. Applications for minor development shall be accompanied by an additional fee in the amount of two hundred fifty (\$250.00) dollars to cover review by the Municipal Engineer.

c. Applications for major development shall be accompanied by an additional fee in the amount of five hundred (\$500.00) dollars to cover review by the Municipal Engineer. If a major development project is approved, an additional inspection escrow deposit shall be made in an amount to be determined by the Municipal Engineer.

(Ord. No. 2006-1423 § 1; Ord. No. 07-1478 § 1)

***Editor's Note:** Prior ordinance history includes portions of Ordinance No. 581.

ARTICLE 12 ZONING

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Appendix D: Tax Records of Study Area Parcels

1803 BLOCK 70 LOT 1

QUAL. UPDATED ON 092616

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

MINE BROOK 2006,LLC
27 MINE BROOK RD.
BERNARDSVILLE, NJ 07924

PROP LOC: 27 MINE BROOK RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 3SF
LAND/ACRE .32AC / .32
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S325 #2 EK
BULT 0000 UNITS 01 BCLASS 10
VCS B102 SFLA 18992

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 040306 05880 725 6900000 Z 23 280
-1: 100102 05222 01882 2500000
-2: 071285 01546 00573 810000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 62159.00 N

---VALUES---

LAND 685000
IMPR 2365000
EXM1
EXM2
EXM3
EXM4
NET 3050000
OLDID:

-----TAXES-----
19 TOTAL 62159.00
20 HALF1 31079.50
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
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BLK 70

LOT 1

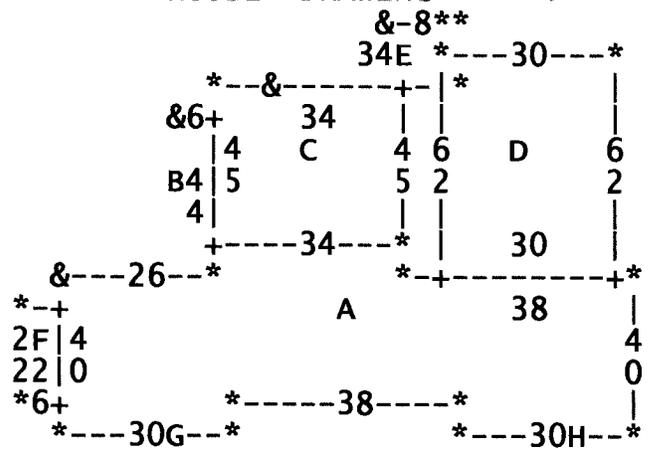
01 OF 01

27 MINE BROOK RD.

<==== FLOOR AREA >====>

<==== HOUSE DRAWING >====>

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	3S-B	4206	4206	8412		
B	1S-B	704	704			
C	2S-B	1530	1530	1530		
D	1S-B	1860	1860			
E	1S-CR		618			
F	1S-B	132	132			



ATT. ITEM	AREA	ATT. ITEM	AREA
G OPEN PORC	210	H OPEN PORC	210

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 9050 LIV BSMNT = 0
 UPPER FLR = 9942 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 18992

1803 BLOCK 70 LOT 2

QUAL.

UPDATED ON 031819

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

MINE BROOK PROPERTIES LLC
P.O. BOX 300
POTTERSVILLE, NJ 07979

PROP LOC: 17-23 MINE BROOK RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 1S-F;2GAR
LAND/ACRE .65AC / .65
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S015 #2 EK
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

VCS B102 SFLA 06698

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 031711 06410 2300 Z 04 999
-1: 031711 06410 02294 04
-2: 031711 06410 02288 04

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 34238.40 N

---VALUES---
LAND 699000
IMPR 981000

-----TAXES-----
19 TOTAL 34238.40
20 HALF1 17119.20
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 1680000
OLDID:

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
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BLK 70 LOT 2

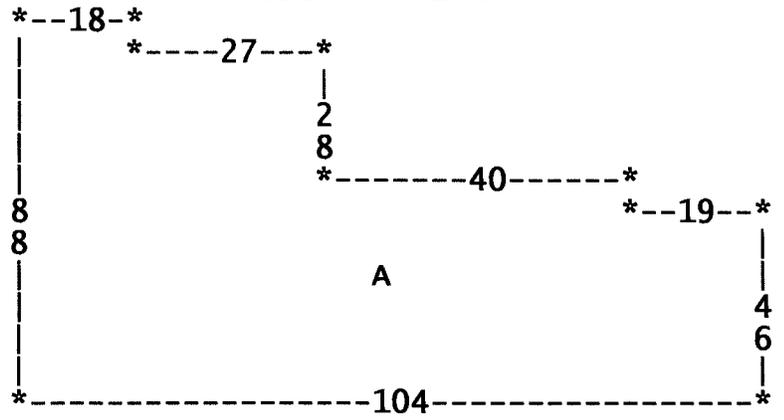
01 OF 02

17-23 MINE BROOK RD.

<=== FLOOR AREA ===>

<=== HOUSE DRAWING ===>

SEQ ITEM BSMT FRST UPER HLF ATT *--18-*
A 1S-CR 6698



ATT. ITEM AREA ATT. ITEM AREA

-----SQ. FOOT LIVING AREAS-----

1ST FLOOR = 6698 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0

TOTAL LIVING AREA = 6698

1803 BLOCK 70 LOT 3

QUAL.

UPDATED ON 032610

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

DE VENEZIA CONSTRUCTION CO.INC.
80 NORTH POCONO RD.
MOUNTAIN LAKES, NJ 07046

PROP LOC: 23 QUIMBY LANE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC POST OFFICE
LAND/ACRE .41AC / .41
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

VCS B103 SFLA 06694

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR:
-1:
-2:

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 21144.25 N

---VALUES---

LAND 474000
IMPR 563500

-----TAXES-----

19 TOTAL 21144.25
20 HALF1 10572.13
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

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FACILITY
INIT FILE FUR FILE
ASMT CODE

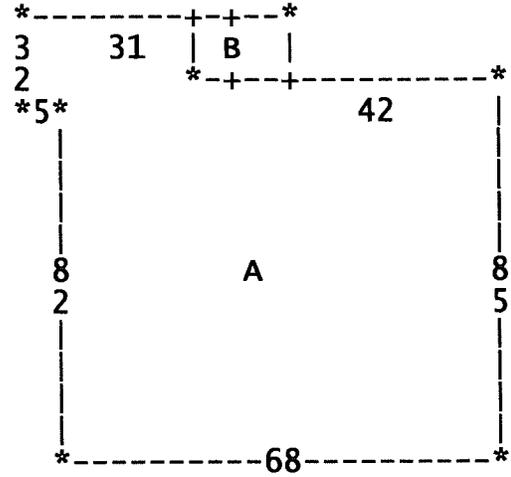
EXM1
EXM2
EXM3
EXM4
NET 1037500
OLDID:

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 70 LOT 3 01 OF 01
 <=== FLOOR AREA ===>
 SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-S 6694

23 QUIMBY LANE
 <=== HOUSE DRAWING ===>



ATT. ITEM AREA ATT. ITEM AREA
 B OPEN PORC 450

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 6694 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 6694

1803 BLOCK 70 LOT 4

QUAL. UPDATED ON 101806

-----OWNER INFORMATION-----

BOROUGH OF BERNARDSVILLE
166 MINE BROOK RD.
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 35 QUIMBY LANE
PROPERTY CLASS 15C ACCOUNT#
BLDG DESC
LAND/ACRE .23AC / .23
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 #2
BULT 0000 UNITS 01 BCLASS

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR:
-1:
-2:

VCS B103 SFLA 00000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 .00 N

---VALUES---

LAND 289200
IMPR
EXM1
EXM2
EXM3
EXM4
NET 289200

-----TAXES-----
19 TOTAL .00
20 HALF1 .00
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD 0401780 STAT. 54:04-03.03
FACILITY PARKING LOT
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 70 LOT 5

QUAL. UPDATED ON 082819

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

M.E. OLCOTT SQUARE LLC,
190 MAIN STREET STE. 202
GLADSTONE, NJ 07934

PROP LOC: 11 OLCOTT SQ.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 1S-F
LAND/ACRE .42AC / .42
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S010 #2 EK
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

VCS B102 SFLA 06705

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 080719 07140 3096 3525000 A 23 999
-1: 020315 06772 03302 1 25
-2: 070282 01461 00798 351000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 48096.80 N

---VALUES---
LAND 872000
IMPR 1488000

-----TAXES-----
19 TOTAL 48096.80
20 HALF1 24048.40
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
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NET 2360000
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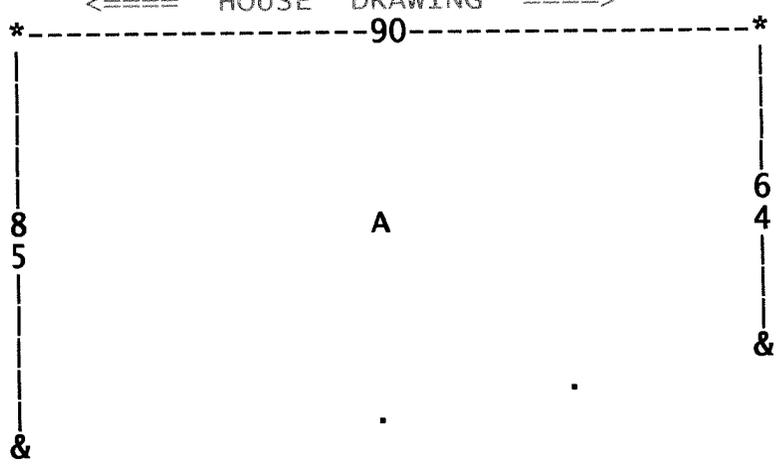
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BLK 70 LOT 5

01 OF 01

11 OLCOTT SQ.
HOUSE DRAWING

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	1S-B	6705	6705			



ATT. ITEM	AREA	ATT. ITEM	AREA
-----------	------	-----------	------

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 6705 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 6705

1803 BLOCK 70 LOT 6

QUAL. UPDATED ON 030906

-----OWNER INFORMATION-----

OLCOTT SQUARE CONDO ASSOC
OLCOTT SQUARE
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: OLCOTT SQUARE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC COMMON ELEMENTS / .00
LAND/ACRE
ADDITIONL LOTS

ZONE MAP 50 USER#1 #2
BULT 0000 UNITS 01 BCLASS
VCS 01 SFLA 00000

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR:
-1:
-2:

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 .00 N

---VALUES---

LAND
IMPR
EXM1
EXM2
EXM3
EXM4
NET

-----TAXES-----
19 TOTAL .00
20 HALF1 .00
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 70 LOT 6.01

QUAL. CONDO UPDATED ON 011414

-----OWNER INFORMATION-----

DITR ASSOCS LLC,% JUDITH SUSSMAN
10 DARTMOUTH ROAD
ANNANDALE, NJ 08801

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 5 OLCOTT SQ.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC CONDOMINIUM / .06
LAND/ACRE .06AC
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 122713 06693 2305 Z 25 999
-1: 091996 02079 00775 04
-2: 072983 01484 00888 110600

VCS OLSQ SFLA 02760

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 18719.03 N

-----VALUES-----

LAND 362700
IMPR 555800
EXM1
EXM2
EXM3
EXM4
NET 918500

-----TAXES-----

19 TOTAL 18719.03
20 HALF1 9359.52
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

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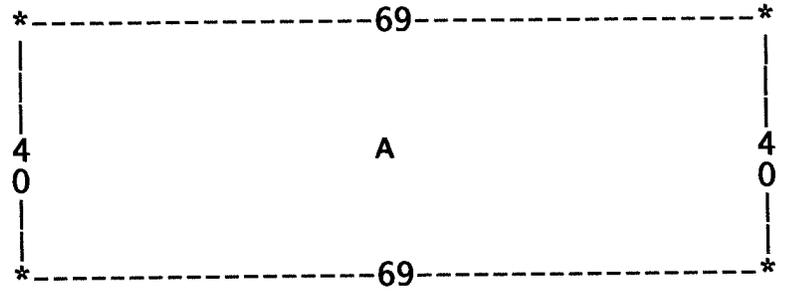
SPTAX CDS:

70 6.01

NEXT ACCESS: BLK LOT QUAL
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BLK 70 LOT 6.01 CONDO 01 OF 01 5 OLCOTT SQ.
 <==== FLOOR AREA ====> <==== HOUSE DRAWING ====>

SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-B 2760 2760



ATT. ITEM AREA ATT. ITEM AREA

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 2760 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 2760

1803 BLOCK 70 LOT 6.02

QUAL. CONDO UPDATED ON 100614

-----OWNER INFORMATION-----

ST-LPT PROPERTIES LLC
3 OLCOTT SQUARE, UNIT B-2
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 3 OLCOTT SQ
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC CONDOMINIUM / .02
LAND/ACRE .02AC
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S025 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
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-1: 012296 02047 00348 1
-2: 101891 01833 00873 1

VCS OLSQ SFLA 01120

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 7764.78 N

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

-----VALUES-----

1 LAND 163500
IMPR 217500
EXM1
EXM2
EXM3
EXM4
NET 381000

-----TAXES-----

19 TOTAL 7764.78
20 HALF1 3882.39
20 TOTAL .00
21 HALF1 .00

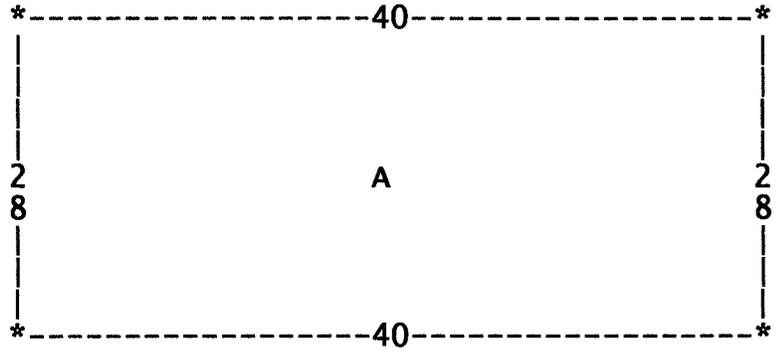
SPTAX CDS:

OLDDID: 70 6.02

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EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 70 LOT 6.02 CONDO 01 OF 01 3 OLCOTT SQ
 <==== FLOOR AREA ====> <==== HOUSE DRAWING ====>

SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-B 1120 1120



ATT. ITEM AREA ATT. ITEM AREA

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 1120 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 1120

1803 BLOCK 70 LOT 6.03

QUAL. CONDO UPDATED ON 041317

-----OWNER INFORMATION-----

L&K MADDEN PROPERTIES LLC
13 AMHERST COURT
ANNANDALE, NJ 08801

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 2 OLCOTT SQ.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC CONDOMINIUM / .02
LAND/ACRE .02AC
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 032417 06950 560 435000 A 999
-1: 072983 01484 00882 45820
-2:

VCS OLSQ SFLA 01148
-----TENANT REBATE-----
BASE YR TAXES FLAG
19 8233.52 N

---VALUES---

LAND 167600
IMPR 236400
EXM1
EXM2
EXM3
EXM4
NET 404000

-----TAXES-----
19 TOTAL 8233.52
20 HALF1 4116.76
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

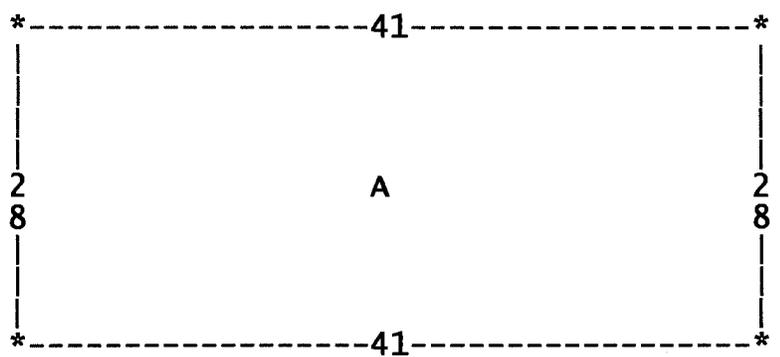
EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:
70 6.03

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 70 LOT 6.03 CONDO 01 OF 01 2 OLCOTT SQ.
 <=== FLOOR AREA ===> <=== HOUSE DRAWING ===>

SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-B 1148 1148



ATT. ITEM AREA ATT. ITEM AREA

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 1148 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 1148

1803 BLOCK 70 LOT 6.04

QUAL. CONDO UPDATED ON 091817

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

SKYLINE MINE BROOK LLC
84 BUSINESS PARK DR. #208
ARMONK, NY 10504

PROP LOC: 1-3 MINE BROOK RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC CONDOMINIUM / .03
LAND/ACRE .03AC
ADDITIONL LOTS

DED BANK# AMT MORT# #OWN 01 SS#

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

VCS OLSQ SFLA 01500

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 062017 06985 3071 1000 A 12 999
-1: 021209 06192 01310 750000 26
-2: 072983 01484 00894 60040

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 12126.10 N

---VALUES---

LAND 219000
IMPR 376000
EXM1
EXM2
EXM3
EXM4

-----TAXES-----

19 TOTAL 12126.10
20 HALF1 6063.05
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE ASMT CODE

NET 595000

SPTAX CDS:

OLDID: 70 6.04

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 70 LOT 6.05

QUAL. CONDO UPDATED ON 080811

-----OWNER INFORMATION-----

OLCOTT SQUARE CORP.
19 SKYLINE RD.
WARREN, NJ 07059

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 5 MINE BROOK RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC CONDOMINIUM
LAND/ACRE .12AC / .12
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S055 #2
BULT 0000 UNITS 01 BCLASS 10
VCS OLSQ SFLA 04800

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR:
-1:
-2:

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 20033.54 N

---VALUES---

LAND 595700
IMPR 387300
EXM1
EXM2
EXM3
EXM4
NET 983000

-----TAXES-----
19 TOTAL 20033.54
20 HALF1 10016.77
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

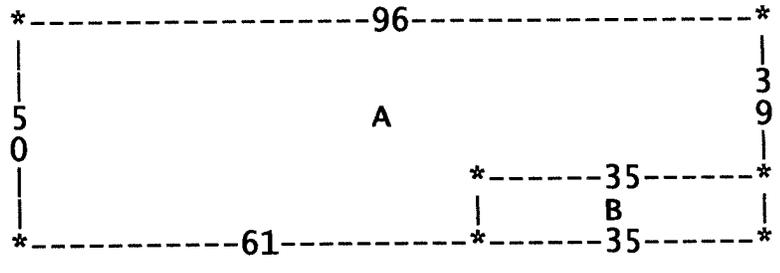
EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:
70 6.05

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 70 LOT 6.05 CONDO 01 OF 01 5 MINE BROOK RD.
 <==== FLOOR AREA >====> <==== HOUSE DRAWING >====>

SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-S 4415
 B 1S-B 385 385



ATT. ITEM AREA ATT. ITEM AREA

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 4800 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 4800

1803 BLOCK 70 LOT 6.06

QUAL. CONDO UPDATED ON 080811

-----OWNER INFORMATION-----

OLCOTT SQUARE CORP.
19 SKYLINE DR.
WARREN, NJ 07059

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 7 OLCOTT SQ.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC CONDOMINIUM
LAND/ACRE .01AC / .01
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10
VCS OLSQ SFLA 01200

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR:
-1:
-2:

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 5482.22 N

---VALUES---

LAND 121500
IMPR 147500
EXM1
EXM2
EXM3
EXM4
NET 269000
OLDDID:

-----TAXES-----

19 TOTAL 5482.22
20 HALF1 2741.11
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:
70 6.06

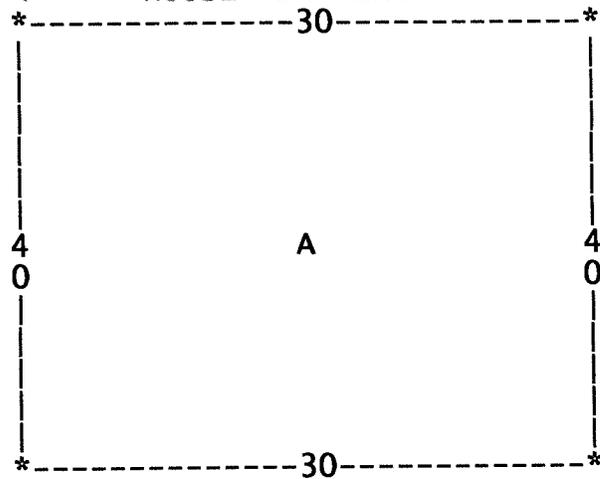
NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 70 LOT 6.06 CONDO 01 OF 01 / OLCOTT SQ.

<=== FLOOR AREA ===>

<=== HOUSE DRAWING ===>

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	1S-B	1200	1200			



ATT. ITEM	AREA	ATT. ITEM	AREA
-----------	------	-----------	------

-----SQ. FOOT LIVING AREAS-----

1ST FLOOR = 1200	LIV BSMNT = 0
UPPER FLR = 0	BUILT INS = 0
HLF STORY = 0	UNFIN AREA = 0
FIN ATTIC = 0	
TOTAL LIVING AREA = 1200	

1803 BLOCK 70 LOT 6.07

QUAL. CONDO UPDATED ON 081215

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

ANNAFIO, LLC
64 MACFARLANE CIRCLE
MONROE, NJ

08831

PROP LOC: 11 MINE BROOK RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC CONDOMINIUM
LAND/ACRE .01AC / .01
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

VCS OLSQ SFLA 00800

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 022610 06304 2140 425000 A 23 999
-1: 112700 02328 00170 1 25
-2: 060100 02298 00666 195000 Z

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 5624.88 N

---VALUES---
LAND 116800
IMPR 159200

-----TAXES-----
19 TOTAL 5624.88
20 HALF1 2812.44
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

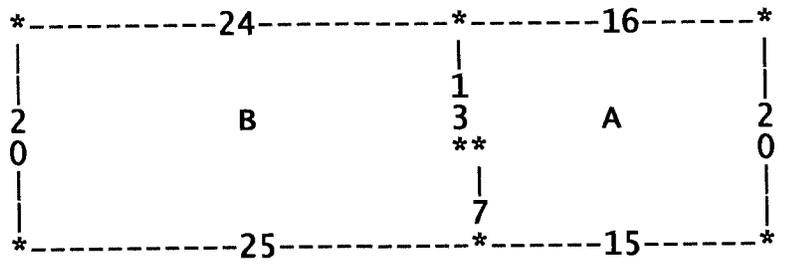
EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 276000
OLDID:

SPTAX CDS:
70 6.07

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	1S-S		313			
B	1S-B	487	487			



ATT. ITEM	AREA	ATT. ITEM	AREA
-----------	------	-----------	------

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 800 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 800

1803 BLOCK 70 LOT 6.08

QUAL. CONDO UPDATED ON 090319

-----OWNER INFORMATION-----

FANTASIA REALTY LLC,
71 E. FOX CHASE RD.
FAR HILLS, NJ 07931

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 13 MINE BROOK RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC
LAND/ACRE .01AC / .01
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10
VCS OLSQ SFLA 00708

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 062812 06534 1317 217000 A 31 999
-1: 070611 06466 02657 1000 12
-2: 120506 05977 03166 435000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 5196.90 N

---VALUES---
LAND 103400
IMPR 151600

-----TAXES-----
19 TOTAL 5196.90
20 HALF1 2598.45
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

NET 255000
OLDDID: 70 SPTAX CDS: 6.08

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 70 LOT 6.08 CONDO 01 OF 01 13 MINE BROOK RD.
 <==== FLOOR AREA ====> <==== HOUSE DRAWING =====>
 SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-B 468 468
 B 1S-CR 240

```

*-----20-----*-----39-----*
1      B      1      A      1
2      2      2
*-----20-----*-----39-----*
  
```

ATT. ITEM	AREA	ATT. ITEM	AREA

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 708 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 708

1803 BLOCK 71 LOT 4

QUAL. UPDATED ON 011019

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

33 CLAREMONT ROAD LLC
66 MACCULLOCH AVE.
MORRISTOWN, NJ 07960

PROP LOC: 33 CLAREMONT RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 1SF
LAND/ACRE .19AC / .19
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S015 #2
BULT 0000 UNITS 01 BCLASS 10
VCS B103 SFLA 03149

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 111418 07091 2928 700000 A 999
-1: 053197 02120 00656 488000
-2: 092587 01653 00462 590426

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 15794.50 N

---VALUES---

LAND 295000
IMPR 480000
EXM1
EXM2
EXM3
EXM4
NET 775000

-----TAXES-----
19 TOTAL 15794.50
20 HALF1 7897.25
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE ASMT CODE

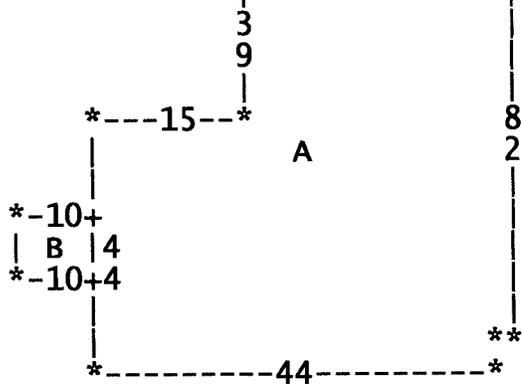
SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 4 01 OF 02
 <==== FLOOR AREA ====>
 SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-B 3149 3149

33 CLAREMONT RD.
 <==== HOUSE DRAWING ====>
 -----30-----



ATT. ITEM	AREA	ATT. ITEM	AREA
B WOOD DECK	140		

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 3149 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 3149

1803 BLOCK 71 LOT 5

QUAL.

UPDATED ON 030906

-----OWNER INFORMATION-----

DI NAPOLI, SR., LLC
12 SPRUCE ST.
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 36 QUIMBY LN.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 1SB
LAND/ACRE .63AC / .63
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S250 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 011805 05711 3632 400000 Z 03 110
-1: 070284 01511 00065 255000
-2:

VCS B103 SFLA 00000

-----TENANT REBATE-----

BASE YR TAXES FLAG
19 16100.20 N

-----VALUES-----

LAND 420000
IMPR 370000

-----TAXES-----

19 TOTAL 16100.20
20 HALF1 8050.10
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 790000
OLDID:

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 71 LOT 5.01

QUAL. UPDATED ON 031312

-----OWNER INFORMATION-----

FMB QUIMBY LLC,
12 SPRUCE PLACE
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 28 QUIMBY LANE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC ICB
LAND/ACRE .11AC / .11
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 022712 06496 2784 265000 A
-1: 112505 05834 02780 350000 10
-2: 063003 05424 00927 10

VCS B103 SFLA 00945

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 5645.26 N

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

---VALUES---
LAND 169700
IMPR 107300

-----TAXES-----
19 TOTAL 5645.26
20 HALF1 2822.63
20 TOTAL .00
21 HALF1 .00

NET 277000
OLDDID:

SPTAX CDS:
71 5.1

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 5.01

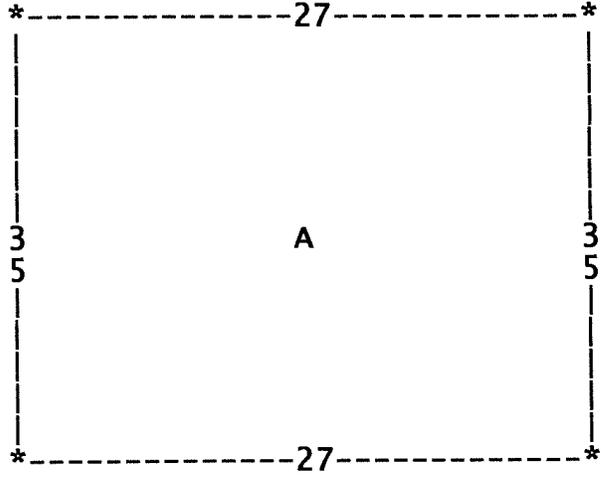
01 OF 01

28 QUIMBY LANE

<=== FLOOR AREA ===>

<=== HOUSE DRAWING ===>

SEQ ITEM BSMT FRST UPER HLF ATT
A 1S-S 945



ATT. ITEM	AREA	ATT. ITEM	AREA
-----------	------	-----------	------

-----SQ. FOOT LIVING AREAS-----

1ST FLOOR = 945	LIV BSMNT = 0
UPPER FLR = 0	BUILT INS = 0
HLF STORY = 0	UNFIN AREA = 0
FIN ATTIC = 0	
TOTAL LIVING AREA = 945	

1803 BLOCK 71 LOT 6

QUAL. UPDATED ON 111715

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

PERSHOUSE, BESSIE M.
55 CLAREMONT RD.
BERNARDSVILLE, NJ 07924

PROP LOC: 55 CLAREMONT RD.
PROPERTY CLASS 2 ACCOUNT#
BLDG DESC 2S-F
LAND/ACRE .41AC / .41
ADDITIONL LOTS

DED S1W1 AMT 500 #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S010 #2
BULT 1925 UNITS 01 BCLASS 20

-----SALES INFORMATION-----

VCS B101 SFLA 01680

DATE BOOK PAGE PRICE PCD NU 4TYPE

-----TENANT REBATE-----

CUR:
-1:
-2:

BASE YR TAXES FLAG
19 4904.78 N

-----VALUES-----

LAND 140900
IMPR 124300

-----TAXES-----

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1 19 TOTAL 4904.78
EXM2 20 HALF1 2452.39
EXM3 20 TOTAL .00
EXM4 21 HALF1 .00

NET 265200
OLDID:

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 6

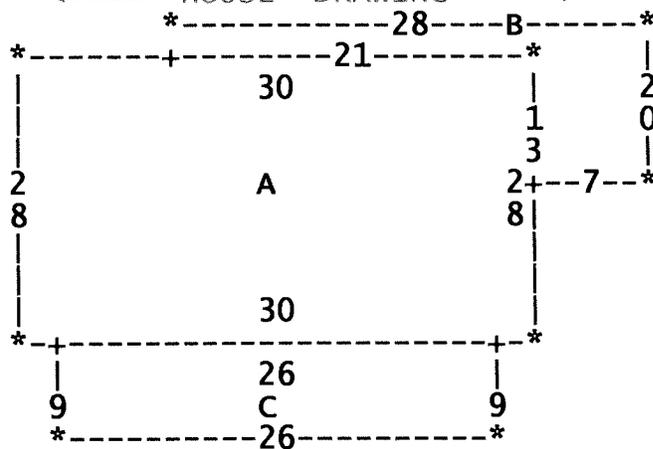
01 OF 01

55 CLAREMONT RD.

<==== FLOOR AREA ====>

<==== HOUSE DRAWING ====>

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	2S-B	840	840	840		



ATT. ITEM	AREA	ATT. ITEM	AREA
B OPEN PORC	287	C OPEN PORC	234

-----SQ. FOOT LIVING AREAS-----

1ST FLOOR = 840 LIV BSMNT = 0
 UPPER FLR = 840 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0

TOTAL LIVING AREA = 1680

1803 BLOCK 71 LOT 7

QUAL. UPDATED ON 030714

-----OWNER INFORMATION-----

QUIMBY LANE REALTY LLC
40-42 QUIMBY LANE
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 40-42 QUIMBY LANE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC
LAND/ACRE RECORD ONLY / .00
ADDITIONL LOTS ASSESSED WITH LOT 8

ZONE MAP 50 USER#1 #2
BULT 0000 UNITS 01 BCLASS

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 112213 06700 1516 850000
-1:
-2:

VCS B103 SFLA 00000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 .00 N

---VALUES---

LAND
IMPR
EXM1
EXM2
EXM3
EXM4
NET

-----TAXES-----
19 TOTAL .00
20 HALF1 .00
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE ASMT CODE

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 71 LOT 8

QUAL.

UPDATED ON 031819

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

QUIMBY LANE REALTY, LLC
40-42 QUIMBY LANE
BERNARDSVILLE, NJ 07924

PROP LOC: 40-42 QUIMBY LANE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 2S-F
LAND/ACRE .46AC / .46
ADDITIONL LOTS LOT 7

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

VCS B103 SFLA 02550

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 112213 06700 1516 850000 A 23 999
-1: 072902 05184 02652 900000 26
-2: 033095 02003 00242 400000 A

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 19483.28 N

---VALUES---
LAND 458100
IMPR 497900

-----TAXES-----
19 TOTAL 19483.28
20 HALF1 9741.64
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 956000
OLDID:

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 8

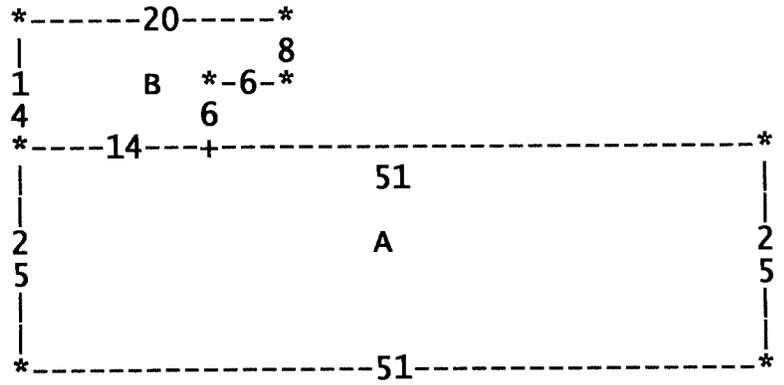
01 OF 01

40-42 QUIMBY LANE

<==== FLOOR AREA ===>

<==== HOUSE DRAWING ===>

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	2S-S		1275	1275		



ATT. ITEM	AREA	ATT. ITEM	AREA
B ATT SHED	244		

-----SQ. FOOT LIVING AREAS-----

1ST FLOOR = 1275 LIV BSMNT = 0
 UPPER FLR = 1275 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 2550

1803 BLOCK 71 LOT 9

QUAL. UPDATED ON 021313

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

F.M.B. QUIMBY, LLC.
12 SPRUCE PLACE
BERNARDSVILLE NJ

07924

PROP LOC: 24 QUIMBY LANE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC RETAIL/APT
LAND/ACRE .11AC / .11
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S030 #2
BULT 0000 UNITS 01 BCLASS 10
VCS B103 SFLA 02400

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 042012 06515 477 451500 A 23 999
-1: 032106 05874 00953 1 25
-2: 032305 05725 00191 1 25

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 8906.06 N

---VALUES---
LAND 162800
IMPR 274200

-----TAXES-----
19 TOTAL 8906.06
20 HALF1 4453.03
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 437000
OLDID:

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 9

01 OF 01 VCS B103

BLDG CLS= 10
TYPE+USE=
DESIGN =
STY HGHT=
ROOF TYP=
MATER=
PITCH=
EXT FIN.=

AIR COND= 2400

EXP ATT=

PLUMBING= 3FIX BATH 2
2FIX BATH 1

DORMERS=

BASEMNT= NONE

FIREPLCE= NONE

FULL ST= GROUND FLR 1200
UPPER STYS 1200

MISCELL.=

HALF ST=

FOUNDATN= CONC. SLAB 1200

INT FIN.=

WRITEINS=

-CONDITION- ---YEARS---
INTER GOOD BUILT
EXTER GOOD EFFECT
LAYOT GOOD

FLR FIN.=

ROOM COUNT	B	1	2	3
LIV ROOM	0	0	1	0
DIN ROOM	0	0	0	0
BATHROOM	0	1	2	0
BEDROOM	0	0	3	0
KITCHEN	0	0	2	0
REC ROOM	0	0	0	0
DEN/OFF	0	0	0	0
TOTAL	0	1	8	0

-MKT INFLUENCE- NET
COND
100%

HEAT SRC=

HEAT SYS= FORCED AIR 2400

ELECTRIC=

BLK 71

LOT 9

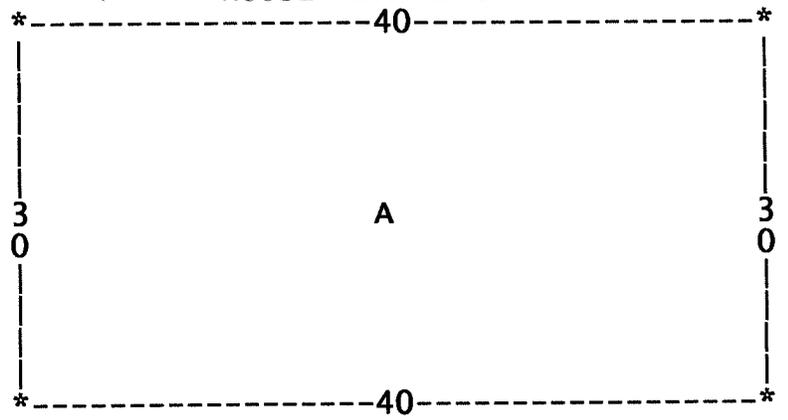
01 OF 01

24 QUIMBY LANE

<==== FLOOR AREA ====>

<==== HOUSE DRAWING ====>

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	2S-S		1200	1200		



ATT. ITEM	AREA	ATT. ITEM	AREA
-----------	------	-----------	------

-----SQ. FOOT LIVING AREAS-----

1ST FLOOR = 1200	LIV BSMNT = 0
UPPER FLR = 1200	BUILT INS = 0
HLF STORY = 0	UNFIN AREA = 0
FIN ATTIC = 0	

TOTAL LIVING AREA = 2400

1803 BLOCK 71 LOT 10

QUAL. UPDATED ON 071018

-----OWNER INFORMATION-----

18 QUIMBY LANE LLC
83 SOUTH STREET
MORRISTOWN, NJ 07960

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 20 QUIMBY LANE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 1SS
LAND/ACRE .213AC / .21
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10
VCS B103 SFLA 02730

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 040418 07038 807 675000 A 26 999
-1: 061096 02064 00091 215000 26
-2: 022686 01575 00611 75000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 9272.90 N

-----VALUES-----

LAND 278600
IMPR 176400

-----TAXES-----

19 TOTAL 9272.90
20 HALF1 4636.45
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

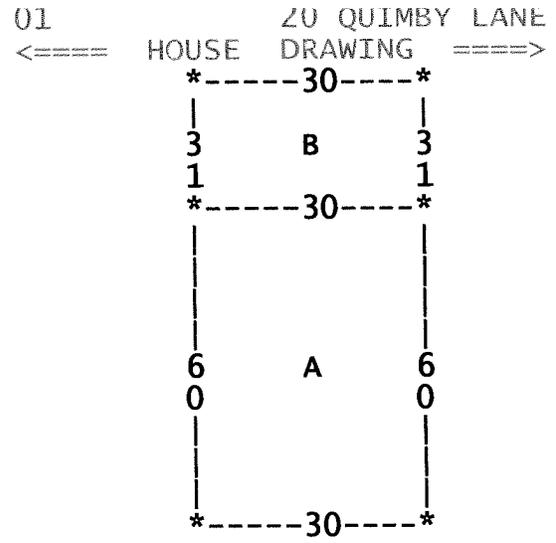
EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 455000
OLDID:

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 10 01 OF 01
 <=== FLOOR AREA ===>
 SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-S 1800
 B 1S-S 930



ATT. ITEM AREA ATT. ITEM AREA

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 2730 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 2730

1803 BLOCK 71 LOT 11

QUAL. UPDATED ON 103113

-----OWNER INFORMATION-----

MINE BROOK 2006 LLC % RYAN LLC
1735 MARKET ST.,STE.A-400
PHILADELPHIA, PA 19103

-----PROPERTY INFORMATION-----

PROP LOC: 16 QUIMBY LN.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC PARKING LOT
LAND/ACRE .27AC / .27
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 #2
BULT 0000 UNITS 01 BCLASS 10
VCS B103 SFLA 00000

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 040306 05880 732 300000 A 26 ---VALUES---
-1: 100102 05222 01886 300000 26 LAND 295700
-2: 101102 05222 01886 300000 26 IMPR 5500

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 6138.46 N

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

-----TAXES-----
19 TOTAL 6138.46
20 HALF1 3069.23
20 TOTAL .00
21 HALF1 .00

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 71 LOT 12

QUAL. UPDATED ON 053118

-----OWNER INFORMATION-----

12 QUIMBY BERNARDSVILLE LLC
83 SOUTH STREET
MORRISTOWN, NJ 07960

-----PROPERTY INFORMATION-----

PROP LOC: 12 QUIMBY LANE
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC 2SF
LAND/ACRE .14AC / .14
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE B1 MAP 50 USER#1 S015 #2
BULT 1856 UNITS 01 BCLASS 20
VCS B103 SFLA 01753

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 050218 07041 2777 1 Z 25 999
-1: 012298 02159 00403 280000
-2: 011598 02154 00005 Z

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 9407.41 N

---VALUES---

LAND 198800
IMPR 262800
EXM1
EXM2
EXM3
EXM4
NET 461600

-----TAXES-----
19 TOTAL 9407.41
20 HALF1 4703.71
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 12
BLDG CLS= 20
TYPE+USE= ONE FAMILY
DESIGN = COLONIAL
STY HGHT= 2 STORY
ROOF TYP= GABLE
MATER= ASPH SHNGL
PITCH=
EXT FIN.= WOOD SIDNG

FOUNDATN= BLK/CONCRT

INT FIN.= PLASTER

FLR FIN.= MIXED

HEAT SRC= GAS

HEAT SYS= RADIATORS 1753

ELECTRIC= ADEQUATE

01 OF 01 VCS B103

AIR COND= A/C SEPART 1753 EXP ATT=

PLUMBING= 2FIX BATH 3 DORMERS=

BASEMNT= TOTAL AREA 768

FIREPLCE= NONE

FULL ST= GROUND FLR 985
UPPER STYS 768

MISCELL.=

HALF ST=

WRITEINS=

ROOM COUNT	B	1	2	3
LIV ROOM	0	0	1	0
DIN ROOM	0	0	0	0
BATHROOM	0	1	1	1
BEDROOM	0	0	1	0
KITCHEN	0	1	0	0
REC ROOM	0	0	0	0
DEN/OFF	0	5	3	0
TOTAL	0	7	6	1

-CONDITION- ---YEARS---
INTER AVERA BUILT 1856
EXTER AVERA EFFECT 2003
LAYOT AVERA

-MKT INFLUENCE- NET
COND
84%

BLK 71

LOT 12

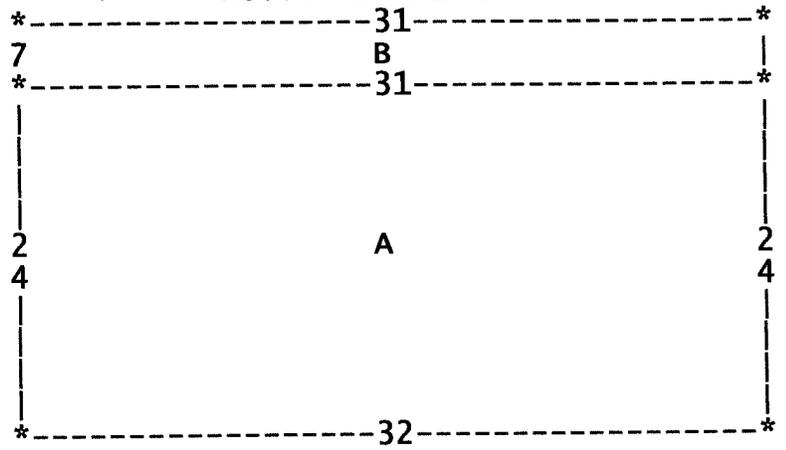
01 OF 01

12 QUIMBY LANE

<=== FLOOR AREA ===>

<==== HOUSE DRAWING =====>

SEQ	ITEM	BSMT	FRST	UPER	HLF	ATT
A	2S-B	768	768	768		
B	1S-CR		217			



ATT. ITEM	AREA	ATT. ITEM	AREA
-----------	------	-----------	------

-----SQ. FOOT LIVING AREAS-----

1ST FLOOR = 985	LIV BSMNT = 0
UPPER FLR = 768	BUILT INS = 0
HLF STORY = 0	UNFIN AREA = 0
FIN ATTIC = 0	

TOTAL LIVING AREA = 1753

1803 BLOCK 71 LOT 13

QUAL. UPDATED ON 031819

-----OWNER INFORMATION-----

SCP GROUP, L.L.C.
33-39 MINE BROOK RD.
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 33-39 MINE BROOK RD.
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC AUTO REPAIR
LAND/ACRE .17AC / .17
ADDITIONL LOTS

ZONE B1 MAP 50 USER#1 S010 #2
BULT 0000 UNITS 01 BCLASS 10
VCS B103 SFLA 01537

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 032406 05880 581 1200000 Z 23 210
-1: 101402 05233 03077 26
-2: 100488 01704 00431 515000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 14266.00 N

-----VALUES-----

LAND 482000
IMPR 218000
EXM1
EXM2
EXM3
EXM4
NET 700000
OLDID:

-----TAXES-----
19 TOTAL 14266.00
20 HALF1 7133.00
20 TOTAL .00
21 HALF1 .00

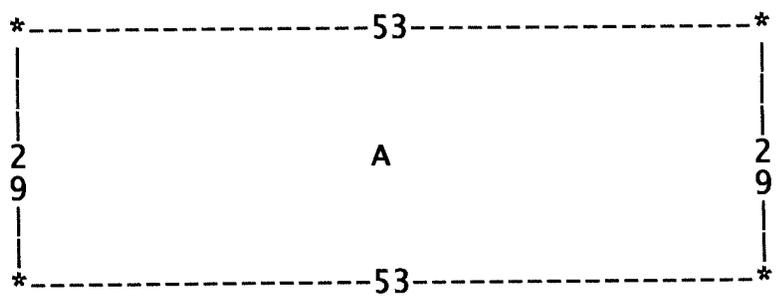
-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 71 LOT 13 01 OF 01 33-39 MINE BROOK RD.
 <=== FLOOR AREA ===> <=== HOUSE DRAWING ===>
 SEQ ITEM BSMT FRST UPER HLF ATT
 A 1S-S 1537



ATT. ITEM AREA ATT. ITEM AREA

-----SQ. FOOT LIVING AREAS-----
 1ST FLOOR = 1537 LIV BSMNT = 0
 UPPER FLR = 0 BUILT INS = 0
 HLF STORY = 0 UNFIN AREA = 0
 FIN ATTIC = 0
TOTAL LIVING AREA = 1537

1803 BLOCK 98 LOT 1
-----OWNER INFORMATION-----

BOROUGH OF BERNARDSVILLE
166 MINE BROOK RD.
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

QUAL. UPDATED ON 101806
-----PROPERTY INFORMATION-----

PROP LOC: MINE BROOK RD.
PROPERTY CLASS 15C ACCOUNT#
BLDG DESC
LAND/ACRE 1.09AC / 1.09
ADDITIONL LOTS

ZONE B1 MAP 63 USER#1 #2
BULT 0000 UNITS 01 BCLASS 10
VCS C102 SFLA 00000

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR:
-1:
-2:

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 .00 N

---VALUES---
LAND 557600
IMPR 42400
EXM1
EXM2
EXM3
EXM4
NET 600000
OLDID:

-----TAXES-----
19 TOTAL .00
20 HALF1 .00
20 TOTAL .00
21 HALF1 .00
SPTAX CDS:

-----EXEMPT PROPERTY DATA-----

EPL CD 0401780 STAT. 54:04-03.03
FACILITY PARKING AREA
INIT FILE FUR FILE
ASMT CODE

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 124 LOT 1

QUAL. UPDATED ON 101806

-----OWNER INFORMATION-----

BOROUGH OF BERNARDSVILLE
166 MINE BROOK RD.
BERNARDSVILLE, NJ 07924

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 18 MOUNT AIRY RD.
PROPERTY CLASS 15C ACCOUNT#
BLDG DESC
LAND/ACRE .74AC / .74
ADDITIONL LOTS

ZONE R4 MAP 71 USER#1 #2
BULT 0000 UNITS 01 BCLASS

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR:
-1:
-2:

VCS R405 SFLA 00000

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 .00 N

-----EXEMPT PROPERTY DATA-----

EPL CD 0401095 STAT. 54:04-03.03
FACILITY VACANT LAND
INIT FILE FUR FILE
ASMT CODE

---VALUES---

LAND 195200
IMPR
EXM1
EXM2
EXM3
EXM4
NET 195200
OLDID:

-----TAXES-----
19 TOTAL .00
20 HALF1 .00
20 TOTAL .00
21 HALF1 .00

SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

1803 BLOCK 144 LOT 1

QUAL.

UPDATED ON 060216

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

STATE OF NJ/BOR.B'VILLE/DEPOT % R.
JHAVERI, 203 MIDDLESEX AVE
ISELIN, NJ 08830

PROP LOC: 50 MINE BROOK RD
PROPERTY CLASS 4A ACCOUNT#
BLDG DESC
LAND/ACRE 0.0000 / .00
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE MAP 61 USER#1 S034 #2
BULT 0000 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

VCS RRRR SFLA 02392

DATE BOOK PAGE PRICE PCD NU 4TYPE

-----TENANT REBATE-----
BASE YR TAXES FLAG
19 10597.60 N

CUR:
-1:
-2:

---VALUES---

LAND
IMPR 520000
EXM1
EXM2
EXM3
EXM4
NET 520000

-----TAXES-----
19 TOTAL 10597.60
20 HALF1 5298.80
20 TOTAL .00
21 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE ASMT CODE

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

BLK 144
BLDG CLS= 10
TYPE+USE=
DESIGN =
STY HGHT=
ROOF TYP=
MATER=
PITCH=
EXT FIN.=

LOT 1

01 OF 01 VCS RRRR

AIR COND= 2392 EXP ATT=

PLUMBING=

DORMERS=

BASEMNT= TOTAL AREA 2392

FIREPLCE= NONE

FULL ST= GROUND FLR 2392
UPPER STYS

MISCELL.=

HALF ST=

FOUNDATN=

INT FIN.=

WRITEINS=

-CONDITION- ---YEARS---
INTER GOOD BUILT
EXTER GOOD EFFECT
LAYOT GOOD

FLR FIN.=

ROOM COUNT	B	1	2	3
LIV ROOM	0	0	0	0
DIN ROOM	0	0	0	0
BATHROOM	0	0	0	0
BEDROOM	0	0	0	0
KITCHEN	0	0	0	0
REC ROOM	0	0	0	0
DEN/OFF	0	0	0	0
TOTAL	0	0	0	0

HEAT SRC=

HEAT SYS=

ELECTRIC=

2392

-MKT INFLUENCE- NET
COND
100%

Appendix E: Cross-access easement agreement, Block 70 Lots 1-2

IAW

Easement

70/2

PREPARED BY: Arthur N. Fuhman
Arthur N. Fuhman, Esq.

9834

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT made this 19th day of March, 1992 by and between TEWKSBURY ASSOCIATES, INC., a New Jersey corporation, having an address of Box 300, Pottersville, NJ 07979 (hereinafter referred to as "First Owner") and PARMAT ASSOCIATES, INC., a New Jersey corporation, having offices at 27 Mine Brook Road, Bernardsville, NJ 07924 (hereinafter referred to as "Second Owner").

WITNESSETH:

WHEREAS, First Owner is the owner of all of that tract of land known and designated as Lot 2, Block 70, as shown and designated on the tax map of the Borough of Bernardsville, Somerset County, New Jersey, said tract being hereinafter referred to as "Store Tract"; and

WHEREAS, Second Owner is the owner of all of that tract of land known and designated as Lot 1, Block 70, as shown and designated on the tax map of the Borough of Bernardsville, Somerset County, New Jersey, said tract being hereinafter referred to as the "Inn Tract"; and

WHEREAS, the Store Tract consists of certain buildings fronting on Mine Brook Road and one separate building fronting on Quimby Lane, all as shown and set forth on that certain map entitled "'Exhibit A,' Common Facilities Area, Block 70, Lot 2, Borough of Bernardsville, Somerset" dated January, 1992, prepared by Thomas L. Yager & Associates, Land Surveys - Subdivisions - Site Plans, 10 Grey Rock Road, Clinton, New Jersey 08809, a copy of which is attached hereto as Exhibit A; and

WHEREAS, as shown and set forth on the map attached hereto as Exhibit A, a portion of the parking areas to the North of the Inn Tract buildings and to the North of the Store Tract buildings fronting on Mine Brook Road are adjacent to each other and have been used by First Owner and Second Owner; and

RECORDED/FILED
SOMERSET COUNTY

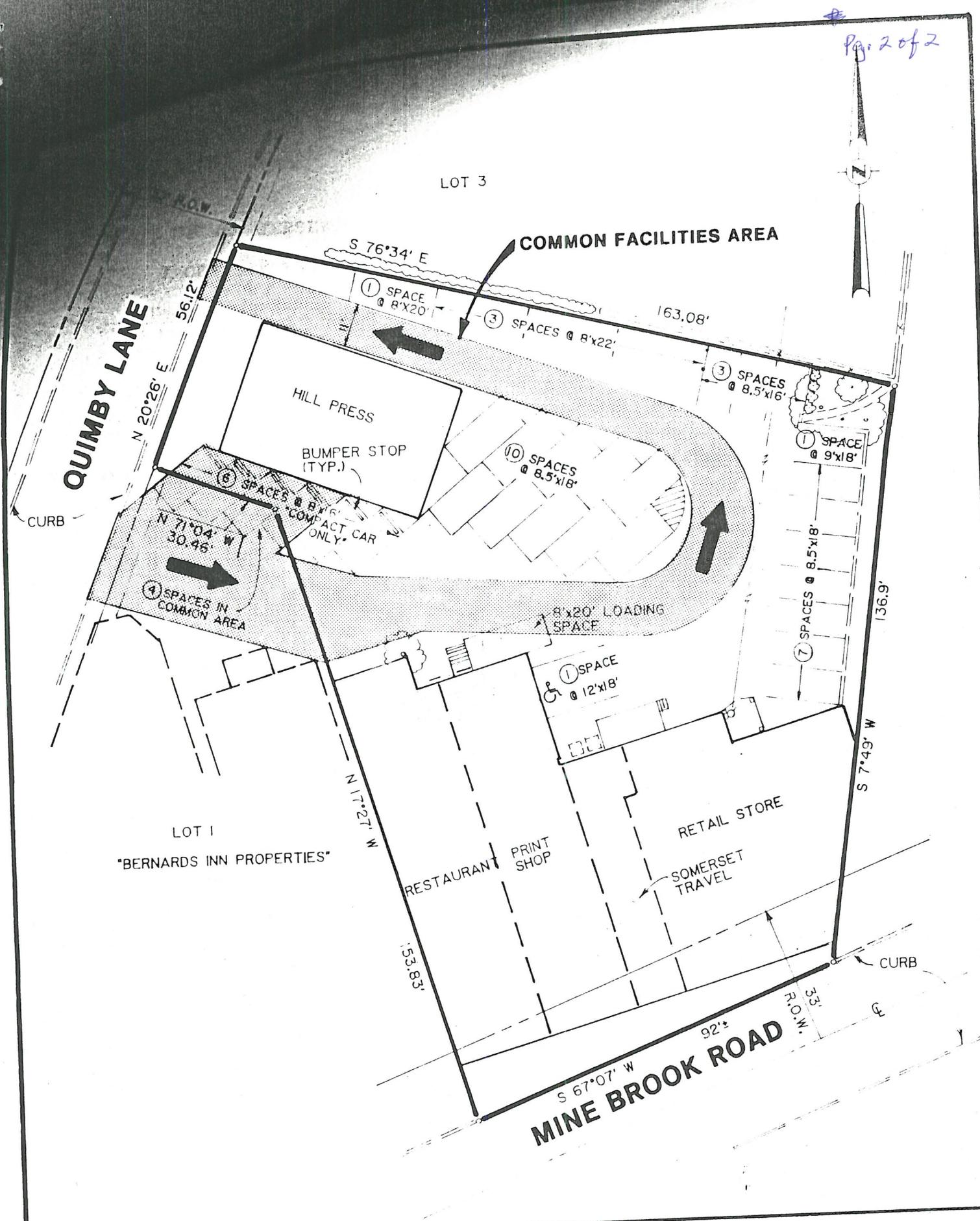
92 APR -6 PM 3:17

R. PETER WIDIN

BK 1852 PG 298

RECORDED IN DEED

COUNTY OF SOMERSET
CONSIDERATION None
REALTY TRANSFER FEE By Applicant
DATE 4-6-92 BY EB



NOTE:
 Refer to site plan entitled "Parking Lot Layout, Block 70, Lot 2, Borough of Bernardsville, Somerset County, New Jersey," prepared by Thomas L. Yager & Associates, dated Oct. 1991, revised to 1-10-92, and approved by the Borough of Bernardsville Planning Board on 1-9-92.

Thomas L. Yager & Associates
 Land Surveys - Subdivisions - Site Plans

10 Gray Rock Road
 Clinton, New Jersey 08809
 (201) 735-9508

Thomas L. Yager 1/16/92
 THOMAS L. YAGER, P.E., N.J. LIC. No. 2346

"EXHIBIT A"
COMMON FACILITIES AREA
BLOCK 70, LOT 2
 BOROUGH OF BERNARDSVILLE, SOMERSET CO., N.J.

DRAWN BY: RJE	DATE: JAN. 1992	DRAWING NUMBER:
CHECKED BY: TLY	FIELD BOOK:	
SCALE: 1"=20'	FILE NUMBER: YBV-S-70-2	

BK1852PG306

B102

1 of 3 // 3P



BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2015 NOV 04 09:01:09 AM
BK: 6833 PG: 102-105
INSTRUMENT # 2015046301

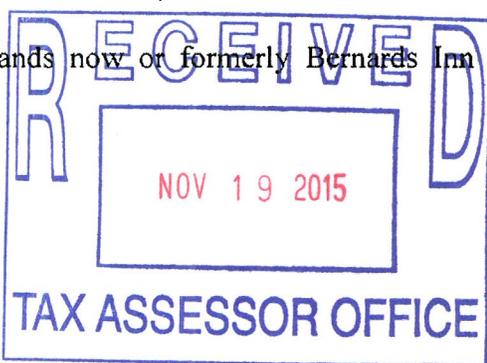
70/2

SIDEWALK EASEMENT

Note: This Sidewalk Easement supersedes and replaces the Sidewalk Easement dated September 17, 2015 which was recorded by the Somerset County Clerk on September 23, 2015 in Book 6823 on Pages 2363-2366.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **MINE BROOK PROPERTIES, LLC**, a New Jersey Limited Liability Company (hereinafter "Grantor"), whose address is P.O. Box 300, Pottersville, New Jersey 07979, in consideration of the benefits accruing to the Grantor and to the public and one dollar (\$1.00), does hereby grant and dedicate unto the **BOROUGH OF BERNARDSVILLE**, County of Somerset, a body politic of the State of New Jersey, its successors and assigns (hereinafter "Bernardsville"), a perpetual easement across a portion of the Grantor's land, known as and located at **19 Quimby Lane** in the said Borough, and also designated as **Lot 2 in Block 70** on the official tax map of the said Borough, which portion is more specifically described below, to be used as a public sidewalk.

Beginning at a point in the Southeasterly sideline of Quimby Lane (33.00 feet wide per Tax Map) said point being distant the following 2 courses from the Northerly end of a brick fire wall, the Westerly side of which is the division line between lands of Bernards Inn Company and Tax Lot 2 as described in Deed Book 6410, page 2258, and Deed Book 1030, page 307, thence A) North 17°-27'-00" West, a distance of 79.73 feet to a point marking the Northeasterly corner of lands now or formerly Bernards Inn



Company, thence B) Along said lands, North 71°-04'-00" West, a distance of 30.46 feet, and from said beginning point running; thence

- 1) Along the Southeasterly sideline of Quimby Lane, North 20°-26'-00" East, a distance of 56.12 feet to a point and corner; thence
- 2) South 76°-34'-00" East, a distance of 4.53 feet to a point and corner; thence
- 3) Running through Tax Lot 2, South 20°-26'-00" West, a distance of 56.55 feet to a point in the aforementioned dividing line; thence
- 4) Along said dividing line, North 71°-04'-00" West, a distance of 4.50 feet to point and place of **Beginning**.

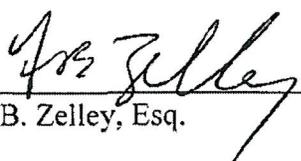
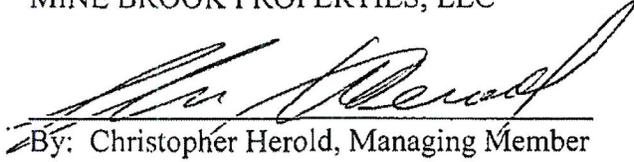
Containing 253.5± sq. ft.

This easement shall include the perpetual right to enter upon the real estate described at any time that Bernardsville, its successors or assigns, may see fit in its sole discretion to construct and maintain a public sidewalk and public walkway within the easement area to allow public pedestrian traffic.

The Grantor and its successors and/or assigns shall not erect or construct any building or other structure, or allow or permit any other obstruction in the easement area, or change the grade of the easement area, nor shall Grantor and its successors and/or assigns make any improvements within or abutting this easement which interferes with or will interfere with Bernardsville's exercise of its rights under this easement.

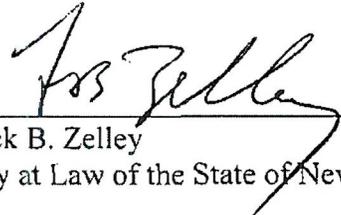
Bernardsville, its employees, and its agents have the right to enter and leave the easement area with workers, equipment and material in order to inspect and survey the easement and to carry out the easement purposes.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Sidewalk Easement to be signed by its duly authorized Managing Member this 3rd day of November, 2015.

Attest: MINE BROOK PROPERTIES, LLC

Frederick B. Zelle, Esq. 
By: Christopher Herold, Managing Member

STATE OF NEW JERSEY
COUNTY OF SOMERSET
SS.:

I CERTIFY that on November 3, 2015, Christopher Herold personally came before me and acknowledged under oath, to my satisfaction, that he:
(a) is the maker of the attached document;
(b) signed, sealed and delivered this document in his capacity as Managing Member of Mine Brook Properties, LLC, a limited liability company;
(c) was authorized to and did execute this document on behalf of the said entity.


Frederick B. Zelle
Attorney at Law of the State of New Jersey

Record and Return to:
Frederick B. Zelle, Esq. ✓
Bisogno, Loeffler & Zelle, L.L.C.
88 South Finley Avenue
P.O. Box 408
Basking Ridge, New Jersey 07920
TEL: (908) 766-6666
FAX: (908) 766-7809
Email: fzelle@baskingridgelaw.com

Appendix F: Ground lease documentation, Block 70 Lot 3

RESOLUTION #93-96

CONSENT TO ASSIGNMENT OF LEASE
(Post Office)

WHEREAS, the Borough of Bernardsville, by resolution adopted by the Borough Council on October 16, 1967, authorized and directed the Mayor and Municipal Clerk to execute and deliver an assignable ground lease on behalf of the Borough of Bernardsville to the United States of America, acting by and through the Post Office Department, and;

WHEREAS, an instrument captioned "Assignable Ground Lease" dated April 3, 1968 was executed by the Mayor and Clerk of the Borough of Bernardsville as the "Owner" of the land and by the United States of America, and;

WHEREAS, by instrument captioned "Assignment of Ground Lease" was executed on April 22, 1968 by the United States of America, whereby all of its right, title and interest under the aforesaid "Assignable Ground Lease" was assigned, set over and transferred to DeVenezia Construction Co., Inc., and;

WHEREAS, the aforesaid ground lease provides for a primary term of twenty (20) years and also contains a seven (7) option of renewal of the lease at five (5) year intervals, aggregating thirty-five (35) years, and;

WHEREAS, by Resolution No. 92-268 adopted by the Mayor and Council of the Borough of Bernardsville, on July 13, 1992, the Mayor and Clerk were authorized to

execute a Consent of Assignment of the Lease to DeVenezia Profit Sharing Retirement and Savings Plan, and

WHEREAS, due to adverse tax consequences the aforesaid Lease was not assigned to the DeVenezia Profit Sharing and Savings Plan, and

WHEREAS, DeVenezia Construction Co., Inc. now desires to assign and transfer all of its right title and interest in the aforesaid Assignable Ground Lease to its shareholder, Richard F. DeVenezia while remaining obligated with respect to maintenance of the subject property and responsible for all taxes, assessments, water and sewer rents, electric and gas charges and all license fees and other charges and insurance, and;

WHEREAS, DeVenezia Construction Co., Inc. has requested the Borough of Bernardsville to consent and approve the aforesaid assignment of the Assignable Ground Lease to Richard F. DeVenezia.

NOW, THEREFORE, the Borough of Bernardsville does by this instrument consent and approve the assignment by DeVenezia Construction Co., Inc. to Richard F. DeVenezia of the Assignable Ground Lease dated April 3, 1968 between the Borough of Bernardsville, as the owner of the subject property and the United States of America acting by and through the Post Office Department, which lease was on April 22, 1969 assigned by the United States of America to DeVenezia Construction Co., Inc. This consent and approval of the assignment by the Borough of Bernardsville is subject to DeVenezia Construction Co., Inc.'s continuing obligation

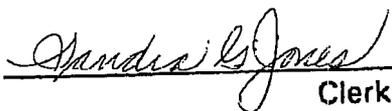
with respect to the condition of the ground lease concerning maintenance of the subject property, and its responsibility for all taxes, assessment, water and sewer rents, electric and gas charge, all license fees, other charges and insurance.

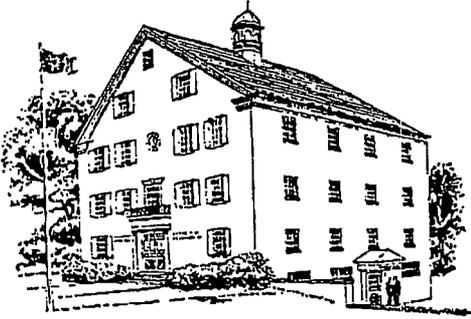
**BOROUGH OF BERNARDSVILLE
In The County Of Somerset**

Dated: 2/22/93

By:  Mayor

Attest:-


Clerk



BOROUGH OF BERNARDSVILLE

INCORPORATED JUNE 2, 1924

SOMERSET COUNTY

ROUTE U.S. 202, P. O. BOX 158

BERNARDSVILLE, NEW JERSEY 07924

EXECUTIVE OFFICE (908) 766-3000
FAX (908) 766-2788

RESOLUTION #92-268

AUTHORIZING THE MAYOR AND CLERK TO SIGN A
CONSENT TO ASSIGNMENT OF LEASE

WHEREAS, DeVenezia Construction Company, Inc., the tenant under the Assignable Ground Lease for premises occupied by the U.S. Post Office, desires to assign said lease to its profit share plan; and

WHEREAS, a document entitled "Consent to Assignment of Lease" has been reviewed and approved by the Borough Legal Advisor, J. Albert Mastro.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Bernardsville to authorize the Mayor and Clerk to execute a Consent of Assignment of Lease, attached hereto and made a part hereof.

I, Sandra G. Jones, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Mayor and Council at a duly convened meeting held July 13, 1992.

Sandra G. Jones

RESOLUTION #93-96

CONSENT TO ASSIGNMENT OF LEASE
(Post Office)

WHEREAS, the Borough of Bernardsville, by resolution adopted by the Borough Council on October 16, 1967, authorized and directed the Mayor and Municipal Clerk to execute and deliver an assignable ground lease on behalf of the Borough of Bernardsville to the United States of America, acting by and through the Post Office Department, and;

WHEREAS, an instrument captioned "Assignable Ground Lease" dated April 3, 1968 was executed by the Mayor and Clerk of the Borough of Bernardsville as the "Owner" of the land and by the United States of America, and;

WHEREAS, by instrument captioned "Assignment of Ground Lease" was executed on April 22, 1968 by the United States of America, whereby all of its right, title and interest under the aforesaid "Assignable Ground Lease" was assigned, set over and transferred to DeVenezia Construction Co., Inc., and;

WHEREAS, the aforesaid ground lease provides for a primary term of twenty (20) years and also contains a seven (7) option of renewal of the lease at five (5) year intervals, aggregating thirty-five (35) years, and;

WHEREAS, by Resolution No. 92-268 adopted by the Mayor and Council of the Borough of Bernardsville, on July 13, 1992, the Mayor and Clerk were authorized to

execute a Consent of Assignment of the Lease to DeVenezia Profit Sharing Retirement and Savings Plan, and

WHEREAS, due to adverse tax consequences the aforesaid Lease was not assigned to the DeVenezia Profit Sharing and Savings Plan, and

WHEREAS, DeVenezia Construction Co., Inc. now desires to assign and transfer all of its right title and interest in the aforesaid Assignable Ground Lease to its shareholder, Richard F. DeVenezia while remaining obligated with respect to maintenance of the subject property and responsible for all taxes, assessments, water and sewer rents, electric and gas charges and all license fees and other charges and insurance, and;

WHEREAS, DeVenezia Construction Co., Inc. has requested the Borough of Bernardsville to consent and approve the aforesaid assignment of the Assignable Ground Lease to Richard F. DeVenezia.

NOW, THEREFORE, the Borough of Bernardsville does by this instrument consent and approve the assignment by DeVenezia Construction Co., Inc. to Richard F. DeVenezia of the Assignable Ground Lease dated April 3, 1968 between the Borough of Bernardsville, as the owner of the subject property and the United States of America acting by and through the Post Office Department, which lease was on April 22, 1969 assigned by the United States of America to DeVenezia Construction Co., Inc. This consent and approval of the assignment by the Borough of Bernardsville is subject to DeVenezia Construction Co., Inc.'s continuing obligation

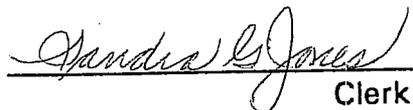
with respect to the condition of the ground lease concerning maintenance of the subject property, and its responsibility for all taxes, assessment, water and sewer rents, electric and gas charge, all license fees, other charges and insurance.

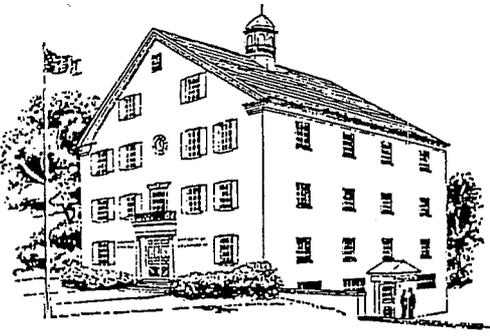
**BOROUGH OF BERNARDSVILLE
In The County Of Somerset**

Dated: 2/22/93

By: 
Mayor

Attest:


Clerk



BOROUGH OF BERNARDSVILLE

INCORPORATED JUNE 2, 1924

SOMERSET COUNTY

ROUTE U.S. 202, P. O. BOX 158

BERNARDSVILLE, NEW JERSEY 07924

EXECUTIVE OFFICE (908) 766-3000
FAX (908) 766-2788

RESOLUTION #92-268

AUTHORIZING THE MAYOR AND CLERK TO SIGN A
CONSENT TO ASSIGNMENT OF LEASE

WHEREAS, DeVenezia Construction Company, Inc., the tenant under the Assignable Ground Lease for premises occupied by the U.S. Post Office, desires to assign said lease to its profit share plan; and

WHEREAS, a document entitled "Consent to Assignment of Lease" has been reviewed and approved by the Borough Legal Advisor, J. Albert Mastro.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Bernardsville to authorize the Mayor and Clerk to execute a Consent of Assignment of Lease, attached hereto and made a part hereof.

I, Sandra G. Jones, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Mayor and Council at a duly convened meeting held July 13, 1992.



CONSENT TO ASSIGNMENT OF LEASE

WHEREAS, the Borough of Bernardsville, by resolution adopted by the Borough Council on October 16, 1967, authorized and directed the Mayor and Municipal Clerk to execute and deliver an assignable ground lease on behalf of the Borough of Bernardsville to the United States of America, acting by and through the Post Office Department, and;

WHEREAS, an instrument captioned "Assignable Ground Lease" dated April 3, 1968 was executed by the Mayor and Clerk of the Borough of Bernardsville as the "Owner" of the land and by the United States of America, and;

WHEREAS, by instrument captioned "Assignment of Ground Lease" was executed on April 22, 1968 by the United States of America, whereby all of its right, title and interest under the aforesaid "Assignable Ground Lease" was assigned, set over and transferred to DeVenezia Construction Co., Inc., and;

WHEREAS, the aforesaid ground lease provides for a primary term of twenty (20) years and also contains a seven (7) option of renewal of the lease at five (5) year intervals, aggregating thirty-five (35) years, and;

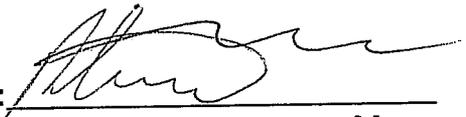
WHEREAS, DeVenezia Construction Co., Inc. desires to assign and transfer all of its right title and interest in the aforesaid Assignable Ground Lease to its profit share plan known as "DeVenezia Profit Sharing Retirement and Savings Plan" while remaining obligated with respect to maintenance of the subject property and responsible for all taxes, assessments, water and sewer rents, electric and gas charges and all license fees and other charges and insurance, and;

WHEREAS, DeVenezia Construction Co., Inc. has requested the Borough of Bernardsville to consent and approve the aforesaid assignment of the Assignable Ground Lease to DeVenezia Profit Sharing Retirement and Savings Plan.

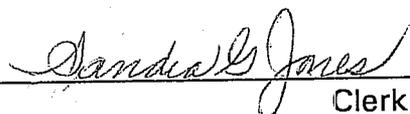
NOW, THEREFORE, the Borough of Bernardsville does by this instrument consent and approve the assignment by DeVenezia Construction Co., Inc. to DeVenezia Profit Sharing Retirement and Savings Plan of the Assignable Ground Lease dated April 3, 1968 between the Borough of Bernardsville, as the owner of the subject property and the United States of America acting by and through the Post Office Department, which lease was on April 22, 1969 assigned by the United States of America to DeVenezia Construction Co., Inc. This consent and approval of the assignment by the Borough of Bernardsville is subject to DeVenezia Construction Co., Inc.'s continuing obligation with respect to the condition of the ground lease concerning maintenance of the subject property, and its responsibility for all taxes, assessment, water and sewer rents, electric and gas charge, all license fees, other charges and insurance.

**BOROUGH OF BERNARDSVILLE
In The County Of Somerset**

Dated: 9/24/92

By: 
Mayor

Attest:


Clerk

CONSENT TO ASSIGNMENT OF LEASE

WHEREAS, the Borough of Bernardsville, by resolution adopted by the Borough Council on October 16, 1967, authorized and directed the Mayor and Municipal Clerk to execute and deliver an assignable ground lease on behalf of the Borough of Bernardsville to the United States of America, acting by and through the Post Office Department, and;

WHEREAS, an instrument captioned "Assignable Ground Lease" dated April 3, 1968 was executed by the Mayor and Clerk of the Borough of Bernardsville as the "Owner" of the land and by the United States of America, and;

WHEREAS, by instrument captioned "Assignment of Ground Lease" was executed on April 22, 1968 by the United States of America, whereby all of its right, title and interest under the aforesaid "Assignable Ground Lease" was assigned, set over and transferred to DeVenezia Construction Co., Inc., and;

WHEREAS, the aforesaid ground lease provides for a primary term of twenty (20) years and also contains a seven (7) option of renewal of the lease at five (5) year intervals, aggregating thirty-five (35) years, and;

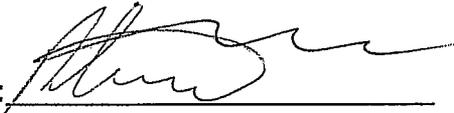
WHEREAS, DeVenezia Construction Co., Inc. desires to assign and transfer all of its right title and interest in the aforesaid Assignable Ground Lease to its profit share plan known as "DeVenezia Profit Sharing Retirement and Savings Plan" while remaining obligated with respect to maintenance of the subject property and responsible for all taxes, assessments, water and sewer rents, electric and gas charges and all license fees and other charges and insurance, and;

WHEREAS, DeVenezia Construction Co., Inc. has requested the Borough of Bernardsville to consent and approve the aforesaid assignment of the Assignable Ground Lease to DeVenezia Profit Sharing Retirement and Savings Plan.

NOW, THEREFORE, the Borough of Bernardsville does by this instrument consent and approve the assignment by DeVenezia Construction Co., Inc. to DeVenezia Profit Sharing Retirement and Savings Plan of the Assignable Ground Lease dated April 3, 1968 between the Borough of Bernardsville, as the owner of the subject property and the United States of America acting by and through the Post Office Department, which lease was on April 22, 1969 assigned by the United States of America to DeVenezia Construction Co., Inc. This consent and approval of the assignment by the Borough of Bernardsville is subject to DeVenezia Construction Co., Inc.'s continuing obligation with respect to the condition of the ground lease concerning maintenance of the subject property, and its responsibility for all taxes, assessment, water and sewer rents, electric and gas charge, all license fees, other charges and insurance.

**BOROUGH OF BERNARDSVILLE
In The County Of Somerset**

Dated: 9/24/92

By: 
Mayor

Attest:


Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF BERNARDSVILLE, COUNTY OF SOMERSET AND STATE OF NEW JERSEY:

- A. The Municipally owned lands described on the schedule attached hereto and made a part hereof are not presently needed for public use.
- B. Leasing of said lands and premises to the United States of America for a term of years at the rental and upon terms and conditions of a certain assignable ground lease, a copy of which is annexed hereto and made a part hereof, is hereby approved and authorized.
- C. The Mayor and Municipal Clerk are hereby authorized and directed to execute and deliver said assignable ground lease on behalf of the Borough of Bernardsville in the form annexed hereto.

I do hereby certify this to be a true and exact copy of a resolution adopted by the Borough Council on Monday, October 16, 1967.

Helene L. Humiston
Borough Clerk

ASSIGNABLE GROUND LEASE

1. THIS LEASE is made and entered into on this 3rd day of APRIL, A.D. 1968 by and between THE BOROUGH OF BERNARDSVILLE IN THE COUNTY OF SOMERSET, a municipal corporation of the State of New Jersey, hereinafter called "Owner" and THE UNITED STATES OF AMERICA, acting by and through the Post Office Department, hereinafter called the "Government".

2. WITNESSETH: That the Owner, for and in the consideration of the rent hereinafter stipulated to be paid by the Government to the Owner and the covenants and agreements hereinafter contained to be performed by the tenant, demises, leases and rents to the Government those certain premises in the Borough of Bernardsville and County of Somerset, State of New Jersey, and more particularly described in Schedule A attached hereto and made a part hereof.

3. TO HAVE AND TO HOLD said premises, together with the tenements, hereditaments, appurtenances, and easements thereunto belonging, for the primary term of twenty (20) years, commencing with the first day of the basic term of the lease hereinafter mentioned in Paragraph 9 which lease is to be executed between the Government and the tenant hereinafter described in Paragraph 9.

4. The Government covenants and agrees to pay Owner as rent for the demised premises during the above mentioned primary term the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00) per annum payable in equal installments at the end of each calendar month. Rents for parts of a month shall be prorated.

5. The Government or its assigns shall have the privilege of renewing this lease for the following terms and rentals with the first of such renewal terms commencing on the day following the expiration of the primary term and with all other terms and conditions of the basic lease to remain the same during said renewal terms, viz:

Five (5) years at \$1,500.00 per annum.

6. The option of renewing this lease shall be exercised by causing to be delivered to the Owner, by certified or registered mail, written notice of renewal and said notice shall be mailed to the Owner at least sixty (60) days prior to commencement of such renewal period.

7. The Owner warrants that Owner is the sole owner of the above described leased property and that Owner has the right and authority to execute this lease. In case the owner of said premises is a municipal corporation, or other governmental body, the complete legal authority to negotiate this lease of said demised premises may be found in the following statutes, ordinances, charter, resolutions, etc.: Resolution passed by the Mayor and Council of the Borough of Bernardsville at a public meeting on October 16, 1967.

8. The Owner covenants and warrants that the Government and the Government's assignee hereof, hereinafter called the "tenant", shall peaceably and quietly have, hold and enjoy the said premises for the term hereof and, for all renewal terms hereof, if the option therefor is exercised, subject to the terms, covenants, conditions, provisions and agreements hereof, and further agrees, that if there are any mortgages or other liens against the demised premises which are prior in time or right to this lease, to furnish the Government an agreement from such lienors that if they should ever foreclose or otherwise enforce their lien against the property they will do so subject to this lease and the rights of the tenant and Government hereunder.

9. It is mutually understood that the Government desires to transfer and assign this lease to a person, partnership, or corporation, hereinafter called the "tenant", for the construction on the demised premises of a post office and incidental facilities according to the building and design requirements of the Government and to lease same back to the Government for a term of years. The building design, plans and specifications shall be submitted to the Owner for approval prior to advertising for bids, which approval shall not be unreasonably withheld.

10. The Owner hereby agrees that if, within 24 months from the date hereof, the Government is unsuccessful in its efforts to obtain a responsible lease contractor to construct a postal facility on the demised premises and lease same to said Government then this ground lease shall thereupon be terminated and of no further force and effect.

11. The Owner hereby agrees that immediately upon

Owner will give the tenant the exclusive possession of the above-described premises for the purpose of permitting said tenant to construct a post office and incidental facilities, and to do all acts necessary and incidental to accomplish such construction.

12. It is mutually agreed that the Government shall be relieved from all liabilities to the Owner under the terms of this lease upon Government's assigning said lease to the tenant in conformity with the terms, covenants and conditions herein, save and excepting any liability which may have accrued prior to the time of said assignment under the provisions of Paragraph 16 hereof, or which may accrue under the provisions of Paragraphs 24 or 23 hereof; and providing further that such tenant in writing, agrees to accept and comply with each and all of the terms, conditions, and covenants contained in this lease.

13. Within twenty (20) days after the assignment of this lease, the tenant, by the acceptance of the assignment of this lease, agrees to notify the Owner, in writing, of the assignment and to accept and comply with each and all the terms, conditions, and covenants contained in this lease.

14. It is mutually agreed that tenant shall commence construction of a post office and incidental facilities on said premises within (90) days after the date this lease is assigned to the tenant. Nothing contained in this paragraph, however, shall be construed to be a covenant requiring the tenant to commence such construction and in the event it is not commenced in the time set forth above, or if not prosecuted with reasonable diligence to completion, this lease shall terminate forthwith and be of no

complete such construction is extended in writing by the Owner, or unless failure to do so is without fault on the part of the tenant.

15. By the acceptance of the assignment of this lease, the tenant agrees to pay, in addition to the rents provided herein, all municipal, county, and state taxes, all assessments of every kind and character, general or special water and sewer rents or rates, electric and gas charges and all license fees or charges that may properly be levied or assessed against the demised premises of the building and improvements thereon from and during the lease term and any renewal terms herein.

16. The Government, for the period prior to the time it assigns this lease to the tenant, hereby agrees to save harmless and indemnify the Owner from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from the use of said property by the United States whenever such claim, loss, damage, actions, causes of action, expense, and/or liability arise from the negligent or wrongful act or omission by an employee while acting within the scope of his employment, under circumstances where the United States, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred.

17. The tenant agrees, by accepting the assignment of this lease, to hold the Owner harmless for any claim for damages for personal injury or for property damage during the period of construction of the post office facilities, and also during the existence of this lease. In addition, the tenant agrees to keep the premises insured with a reputable company at all times during the

the protection of both the tenant and Owner. Fire insurance policies shall include the Owner as an assured, as its interests may appear. Certificates of insurance shall be filed with the Owner.

18. Tenant agrees to comply with all federal, state, county, and municipal regulations, ordinances or rules which may apply to construction on the demised premises, and the use thereof. Owner reserves the right to remove any improvements now erected in whole or in part, provided the same is removed within 30 days when requested by tenant. Owner agrees to indemnify and hold harmless the tenant during said removal.

19. Within sixty (60) days after completion of construction of the post office facilities, the tenant shall furnish to the Owner two (2) sets of the plans and specifications, together with amendments, if any, to said plans and specifications used in said construction, in detail, showing location of all underground and above ground utility lines, as well as construction detail.

20. Should the lease between the Post Office Department and its assignee (the tenant hereunder) terminate at any time prior to the expiration of this lease or any renewal term hereof, the Owner shall have the option for a period of 90 days to purchase the improvements upon the demised premises at market value. In the event the Owner does not exercise said option to purchase or take action manifesting its intent to do so within the period of time aforesaid, the Owner agrees that the said tenant herein, at tenant's option, may continue to occupy the premises under the terms and conditions of this indenture, (including the right to

thereof, to a responsible person, partnership, or corporation provided in either case, that the said tenant herein receives the written approval of the Owner to do so. The Owner hereby agrees not to unreasonably withhold such approval.

21. Owner hereby agrees that in the event the premises, or any portion thereof, are sublet or relet under the provisions of the preceding paragraph hereof, the tenant hereunder may alter said premises to accommodate the purposes of the subtenants or tenants, provided that such alteration does not decrease the value of the premises and provided further any such alterations are approved by the Owner.

22. Upon the expiration of the basic term of this lease or any renewal term or upon the termination of this lease, whether through failure of the Government to exercise the renewal options in its lease with tenant, through failure of tenant to sublease or assign this lease as provided above, or otherwise, title to said demised premises and all buildings, structures and improvements, located thereon shall vest in the Owner without further liability on the part of the Owner.

23. Should the lease between the Government and its assignee (the tenant herein) terminate prior to the last day of the last aforementioned renewal term of this assignable ground lease, the Owner hereby agrees that the Government may remove its machines, trade fixtures, and similar equipment of the type commonly installed for the use of the operation of a post office even though they are attached to the floors, walls or roofs of the buildings, structures, or improvements, provided that they can be

structures, or improvements which cannot be repaired; and, provided further, that if such removal damages any part of the buildings, structures, and improvements, the Government shall repair such damages and restore such buildings, structures, and improvements to as near as possible the condition the same were in at the time of the construction thereof with reasonable wear and tear from postal use and action of the elements excepted.

24. The agents, employees or representatives of the Government or of lease bidders shall have the right, upon the execution of this agreement, subject to the use made of the premises by the Owner, to enter upon said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the tenant's contemplated use of the premises. The Government or each lease bidder, as the case may be, at its own expense shall promptly restore the property of the Owner as near as possible to its original condition in accordance with good engineering practice.

25. If, during the term of this lease or any renewal terms thereof, it becomes necessary for the Owner to repossess said demised premises from the tenant herein, such repossession shall be accomplished subject to the hereinbefore described lease between the tenant hereunder (the Government's assignee of this lease) and the Government.

26. In the event of the occurrence of any condition or conditions which would, in the absence of the provisions of this paragraph, then give the Owner the right to cancel this lease, the Owner shall not have said right unless the Owner shall have

Post Office Department and to the tenant's mortgagee, if any, and shall have afforded the Post Office Department and the mortgagee not less than 45 days' opportunity or such additional time as the Owner shall allow, after such mailing of such notice, to cure the default by the tenant and the condition or conditions giving rise to said right or rights.

27. The term "tenant" as used herein means the person, firm or corporation taking an assignment of this lease from the Government, and the heirs, personal representatives, successors and assigns of the tenant.

28. The Tenant, at tenant's own cost and expense, shall maintain the demised premises, including all buildings, structures and improvements constructed thereon, in a good condition of repair and in compliance with all requirements of law.

29. By the acceptance of the assignment of this lease, the assignee (tenant herein) hereby agrees to obtain and keep in effect at all times during the terms of this lease fire and extended coverage insurance upon all buildings, structures and improvements constructed on said demised premises (exclusive of foundations). Such policy or policies of insurance shall be for not less than eighty per cent (80%) of the insurable value of the property covered and shall provide for payment of losses to the tenant. The tenant shall expend such payment on the repair or restoration of the building. All insurance policies shall be in the joint names of the tenant and Owner as named insured as their interests may appear.

30. If during the term or any renewal terms the build-

at the commencement of the term or thereafter erected thereon or therein shall be destroyed or damaged in whole or in part by fire or other cause, tenant shall give to Owner immediate notice thereof, and tenant shall promptly repair, replace and rebuild same, at least to the extent of the value and as nearly as possible to the character of the buildings and improvements existing immediately prior to such occurrence; and Owner shall in no event be called upon to repair, replace or rebuild any such buildings or improvements. The tenant shall continue to pay rent hereunder during the period said premises shall be damaged or destroyed.

31. If any rent shall be due and unpaid or if default shall be made in any of the covenants, conditions or agreements herein contained or shall any attachment, judgment or other process be entered or issued against the tenant, then at the option of the Owner the whole of the rent then remaining unpaid for said term or any term of extension or renewal thereof, shall be and become payable forthwith, and the Owner shall have full power and authority to demand, recover and collect the same by distraint or any other process of law as rent of said premises then due and payable, subject to the provisions herein contained, and in addition, at the option of the Owner, this lease shall immediately cease and become void and it shall be lawful for the Owner, subject to the provisions of Paragraph 26 hereof, to re-enter the said premises and remove all persons therefrom or to proceed by action or otherwise for the recovery of the possession thereof; provided, further, however, that if in any of the events aforesaid, the Owner shall re-enter the said premises or recover

for the amount of the rent up to the expiration of the term of this lease or any term of extension or renewal thereof shall be reduced by the net avails of re-letting, if any.

32. This lease shall be construed in accordance with and subject to the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly and properly executed and their respective seals to be affixed hereto the day and year indicated above.

BOROUGH OF BERNARDSVILLE
IN THE COUNTY OF SOMERSET

Attest:

Helen L. Humiston
Clerk

By Michael Perrone
Mayor

UNITED STATES OF AMERICA

Attest:

Sarah Penzie

By RH Wilson
Assistant Director for Realty Management
Washington, D.C. 20260

Approved as to Form
for Elijah B. White
Assistant General Counsel
Real Property Division

SCHEDULE A

Description of portion of land to be leased for the Post Office:

BEGINNING at an iron pin at the southwesterly corner of the herein described parcel, said iron pin is located South 77 degrees 31 minutes East 25 feet from a pin in the center line of Quimby Lane, said pin being further identified as being South 19 degrees 29 minutes West ^{281.76} 218.76 feet from the intersection of the center line of Mill Street and the center line of Quimby Lane; thence (1) running North 19 degrees 29 minutes East along the new side line of Quimby Lane a distance of 140.00 feet; thence (2) South 66 degrees 44 minutes East along a proposed subdivision line a distance of 94.91 feet to an iron pin at the corner of land now or formerly of A. Stern & Son, Inc.; thence (3) continuing along said Stern land South 67.48 minutes East 33.45 feet to an iron pin at the Northwest corner of land of Anna S. Allen; thence (4) along said Allen land South 06 degrees 52 minutes West 116.19 feet to an iron pin marking the Northeast corner of land of Somerset Travel, Inc.; thence (5) North 77 degrees 31 minutes West along said land of Somerset Travel, Inc., a distance of 154.67 feet to the point and place of BEGINNING.

Said parcel contains 18,050 square feet.

Said parcel being the southerly portion of property conveyed to the Borough of Bernardsville by the Bernardsville Merchants Parking Facility, Inc., by a deed dated October 2, 1962 and recorded at Somerset County, Registry of Deeds Book #1024, Page 192.

Being Lot 2A, Block 22, on the Tax Map of the Borough of Bernardsville and in accordance with a survey entitled "Plan of

EXHIBIT "C"

LEASE

U. S. POSTAL SERVICE
LEASE AMENDMENT

THIS AMENDMENT is made by and between DE VENEZIA CONSTRUCTION CO. INC. hereinafter referred to as "Lessor", and the UNITED STATES POSTAL SERVICE, hereinafter referred to as "Postal Service".

WHEREAS, by lease dated 08/31/70, the Lessor leased to the Postal Service certain premises known as MAIN OFFICE and located at 27 QUIMBY LANE BERNARDSVILLE NJ 07924, more particularly described on exhibit A attached hereto and made a part hereof,

and

WHEREAS, it has been mutually agreed between the Lessor and the Postal Service that certain changes be made in the terms and conditions of the aforesaid lease which are of mutual benefit to the Lessor and to the Postal Service,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. The Lessor and the Postal Service hereby amend the lease by substitution of the following riders in lieu of all prior agreements regarding responsibility for the items covered by the riders:
 - Maintenance Rider
 - Utilities Rider
2. The Lessor agrees as a condition precedent to the Postal Service's assumption of obligations to pay for the maintenance, utilities or taxes, as provided for in this amendment, to perform the required maintenance items, as listed on exhibit "E", attached hereto, at the Lessor's sole cost and expense.
3. The Lessor shall be and remain responsible for correcting all items of deferred maintenance existing at the time this amendment becomes effective whether or not such items are listed in this amendment, providing the Postal Service identifies such items of deferred maintenance within twelve months of the effective date of the Postal Service's assumption of obligations to pay for maintenance, utilities or taxes under this amendment.

4. In further consideration of this amendment the Lessor agrees that the annual rent under this lease shall be adjusted downward, and that, commencing with the effective date of this amendment, and continuing until the beginning of any future option period, the annual rent will be: \$ 12,471

5. It is further agreed that, in the event the Postal Service exercises any available renewal options under the present contract, the rent for the option periods will be as follows:

For period 08-01-1990 to 07-31-1995 \$	12,354
For period 08-01-1995 to 07-31-2000 \$	12,354
For period 08-01-2000 to 07-31-2005 \$	11,905
For period 08-01-2005 to 07-31-2010 \$	11,905
For period 08-01-2010 to 07-31-2015 \$	11,905
For period 08-01-2015 to 07-31-2020 \$	11,905
For period 08-01-2020 to 07-31-2025 \$	11,905

6. By execution of this amendment, the Lessor hereby grants the Postal Service an option to purchase the fee simple title to the leased premises at any time during the remaining term of this lease, including the term of any lease renewal options subsequently exercised, by providing written notice of the exercise of the option to purchase to the Lessor. The purchase price will be at the fair market value of the premises at the date of the exercise of this option, unencumbered by the Postal Service lease, as determined by Postal Service appraisal. If the Lessor disagrees with the Postal Service appraisal, the Lessor shall have a period of one hundred twenty (120) days to obtain an appraisal at the Lessor's expense. Thereafter, the parties will attempt to negotiate a final purchase price. If agreement on price cannot be reached, the purchase price will be determined by an appraiser selected by the Lessor from a list of three appraisers furnished by the Postal Service. Each of the three appraisers must be a designated appraiser of a recognized national professional appraisal organization or society. The cost of the third appraisal will be equally shared between the Lessor and the Postal Service.

7. If a price is determined by a third appraisal as provided in paragraph 6 of this amendment, that price will be binding on both parties, except that the Postal Service may elect not to purchase or to purchase at the price of the higher of the two prior appraisals if the price of the third appraisal exceeds the price of the higher of the two prior appraisals and the Lessor may elect not to sell or to sell at the price of the lower of the two prior appraisals if the price of the third appraisal is below the price of the lower of the prior two appraisals. If the Postal Service elects not to buy or the Lessor elects not to sell under the foregoing provision, the lease as amended will continue in full force and effect, and the Postal Service will not be allowed again to exercise its option to purchase for twelve (12) months from the date of the third appraisal and then only on condition that it agrees to pay the reasonable costs of any Lessor appraisal.
8. This option is in addition to any other purchase options available under the lease of this property. If the Postal Service exercises this option to purchase, the Lessor will convey the property by good and sufficient warranty deed, free and clear of all encumbrances. The Postal Service will obtain its own title evidence and surveys, and will reimburse the Lessor for reasonable expenses for recording fees, transfer taxes, mortgage prepayment costs, and similar expenses incidental to closings, not including the cost to the Lessor of any appraisals obtained under paragraph 6 of this amendment.
9. Settlement will be scheduled to take place within ninety (90) days after the purchase price has been determined. The purchase price will be paid as follows: (a) monthly payments in the amount of the current rent as of the date of settlement for the period of months of the remaining lease term (not including the period of any option not yet exercised), or eighty-four (84) months, whichever is the longer period; (b) the balance of the purchase price at the time of closing. Payments are of principal only, with no interest due the Lessor.

10. Within thirty (30) days after the date of execution, the Lessor will record this lease amendment at the Lessor's expense and immediately thereafter provide evidence of the recording to the Postal Service.
11. All provisions of the aforementioned lease unaffected by this amendment are hereby confirmed and shall remain the same.
12. The Postal Service's assumption of obligations to pay for maintenance, utilities or taxes under this amendment shall be effective on the first day of the month following completion by the Lessor and acceptance by the Postal Service of the deferred maintenance work identified in Exhibit "E".

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents this 3rd day of November, 19 81.

WITNESSES:



Edward J. DeVenezia - Sec

A. Wilmanzi - PRCS

DEVENEZIA CONSTRUCTION CO. INC.

Elizabeth A. Baldwin

ELIZABETH A. BALDWIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 9, 1983

(201) 887-1700

(Telephone no. of Lessor)

by the undersigned for the Postal Service this 12th November 19 81.

WITNESS:

Harold C. Hood

THE UNITED STATES POSTAL SERVICE

PREPARED BY: Stephen A. Marcinek

TITLE: Stephen A. Marcinek, Manager
Real Estate Branch

(Contracting Officer)

NOTE: Certain information provided by the Lessor formed the basis of this Agreement. Lessors are cautioned that the penalty for making false statements or representations is contained in 18 U.S.C. Section 1001.

ORIGINAL

MAINTENANCE RIDER

1. Obligations of the Postal Service

The Postal Service shall keep the demised premises in good repair and tenantable condition, except that the Postal Service will not be obligated to make any repairs which are the responsibility of the Lessor as specified in Paragraph 2 of this rider. The term "demised premises" as used in this paragraph includes the improvements thereon and the appurtenances thereto, and any and all equipment and fixtures furnished or to be furnished by the Lessor under this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises, equipment, fixtures, improvements and appurtenances in proper condition.

2. Obligations of the Lessor

The Lessor will be responsible for all structural repairs to the demised premises; for repairs resulting from Acts of God, or acts of the public enemy; for repairs to all common or joint use areas that may be included as part of this lease agreement; for repairs resulting from defects in building construction or installation of equipment, fixtures and appurtenances furnished by the Lessor; for repairs resulting from fire or other casualty or calamity, unless such damage arises from the act or the negligence of the Postal Service's agents or employees; and for any repairs in postal maintained areas made necessary by any failure of a facility element for which the Lessor is responsible. Structural repairs as used in this paragraph shall be limited to the foundation, bearings, walls, floors, excluding the floor coverings, column supports, and the roof system, including but not limited to roof coverings, flashings, and insulation.

UTILITIES RIDER

As of the effective date of this amendment, the Postal Service shall be responsible for paying the following utilities:

Fuel
Heat
Light
Power
Water
Air Conditioning

All other utility payments shall be and remain the obligation of the Lessor under the lease.

EXHIBIT "A"
LEGAL DESCRIPTION

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: All that certain one story masonry building, providing approximately 6,065 sq. ft., net, inside measurements, on the first floor; platform area of approximately 435 sq. ft., net; ramp area of approximately 95 sq. ft.; and exclusive use of macadam driveway, parking and maneuvering areas, totaling approximately 8,220 sq. ft. Situated on the Southeast side of Quimby Lane between Mine Brook Road and Mill Street, in the Borough of Bernardsville, County of Somerset and State of New Jersey, and more particularly described as follows:

BEGINNING at an iron pin at the southwesterly corner of the herein described parcel, said iron pin is located South 77 degrees 31 minutes East 25 feet from a pin in the center line of Quimby Lane, said pin being further identified as being South 19 degrees 29 minutes West 218.76 feet from the intersection of the center line of Mill Street and the center line of Quimby Lane; thence (1) running North 19 degrees 29 minutes East along the new side line of Quimby Lane a distance of 140.00 feet; thence (2) South 66 degrees 44 minutes East along a proposed subdivision line a distance of 94.91 feet to an iron pin at the corner of land now or formerly of A. Stern & Son, Inc.; thence (3) continuing along said Stern land South 67.48 minutes East 33.45 feet to an iron pin at the Northwest corner of land of Anna S. Allen; thence (4) along said Allen land South 06 degrees 52 minutes West 116.19 feet to an iron pin marking the Northeast corner of land of Somerset Travel, Inc.; thence (5) North 77 degrees 31 minutes West along said land of Somerset Travel, Inc., a distance of 154.67 feet to the point and place of BEGINNING.

Said parcel contains 18,050 square feet.

Said parcel being the southerly portion of property conveyed to the Borough of Bernardsville by the Bernardsville Merchants Parking Facility, Inc., by a deed dated October 2, 1962 and recorded at Somerset County, Registry of Deeds Book #1024, Page 192.

Being Lot 2A, Block 22, on the Tax Map of the Borough of Bernardsville and in accordance with a survey entitled "Plan of Land Belonging to Borough of Bernardsville Showing Topography and Proposed Subdivision", dated June 1967, prepared by R. E. Peterson, Borough Engineer,

R. D.

INITIALS

EXHIBIT "B"
DEFERRED MAINTENANCE

1. Driveway has to be repaired where it meets the road.
2. Landscaping and fencing - Loose fence post pipes have to be painted.
3. Windows - Glazing material on windows are cracking and falling out.
4. Loading docks, mailing platforms
canopies, dock levelers - Rear wall on loading dock has to be repaired.
5. Exterior painting - Repaint.
6. Roof, drains, gutters, downspouts, flashing - Downspout on rear of
buildings need repair.
7. Repair structure cracks in brick in front and side of building.
8. Interior painting - Repaint.
9. Repair front door - Hard to close.
10. Rear door (supply room door) needs repair because it is very hard
to open.

R.D.
INITIALS

STATE OF NEW YORK

County of New York } ss.:

On this 12th day of November, in the year

1981

, before me personally came Stephen A. Marcinek

to me, known, who, being by me duly sworn, did depose and say that he

officials in Rm. 1416, 90 Church Street, New York in the State of

New York; that he is the Manager

of the Real Estate Branch, NY Field Real Estate & Buildings Office, the organization described

in and which executed the annexed instrument, and that he signed his name

thereto by like order.

Francis Gerace

FRANCIS GERACE
Notary Public, State of New York
No. 24-4724890
Qualified in Kings County
Commission Expires March 30, 19...

82

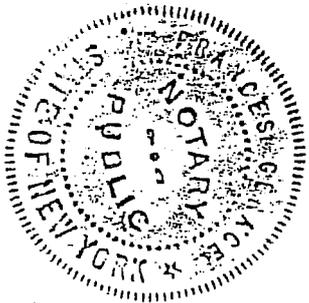
Notary Public

No.

Commission Expires / /

Qualified _____

County



FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF New Jersey
COUNTY OF Morris } ss:

Personally appeared before me, a notary public in and for the County and State aforesaid, Anthony DeVenezia

and _____ who _____ known to me to be the President and _____ of the DeVenezia Construction Company, Inc. and

to be the same person who executed the foregoing lease, who depose and say that he know the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that he signed his name thereto, by authority of the said corporation, for the purposes set forth, and as his own free and voluntary act.
(his) (her)

Done at Whippany, in the County and State aforesaid, this 16th day of December, 19 81

RECORDED

NOTARIAL SEAL



DEC 18 10 23 AM 1981

SOMERS COUNTY
L.R. OLSON, CLERK

Elizabeth A. Baldwin
Notary Public.

ELIZABETH A. BALDWIN
NOTARY PUBLIC OF NEW JERSEY

My commission expires June 9, 1985

NOTE.—If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

U.S. Postal Service

**LEASE
FOR
POSTAL FACILITY**

Postal Facility _____

Lessor _____

Date _____

Term _____ years.

Beginning _____

Rent: \$ _____ per annum.

Lease includes:

8280

POST OFFICE DEPARTMENT
LEASE

MAIN OFFICE, STATION, BRANCH, ETC. Main Office	CITY, COUNTY, STATE AND ZIP CODE Bernardsville, Somerset County, New Jersey 07924
---	--

1. This LEASE, made and entered into this 21st day of August, 1970 by and between De Venezia Construction Co., Inc., a Corporation of the State of New Jersey, Prime Tenant

hereinafter called the Lessor,

whose address is 40 South Jefferson Road, Whippany, New Jersey 07981

for Lessor and Lessor's heirs, executors, administrators; successors, and assigns and the UNITED STATES of America hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: All that certain one story masonry building, providing approximately 6,065 sq. ft., net, inside measurements, on the first floor; platform area of approximately 435 sq. ft., net; ramp area of approximately 95 sq. ft.; and exclusive use of macadam driveway, parking and maneuvering areas, totaling approximately 8,220 sq. ft. Situated on the Southeast side of Quimby Lane between Mine Brook Road and Mill Street, in the Borough of Bernardsville, County of Somerset and State of New Jersey, and more particularly described as follows:

BEGINNING at an iron pin at the southwesterly corner of the herein described parcel, said iron pin is located South 77 degrees 31 minutes East 25 feet from a pin in the center line of Quimby Lane, said pin being further identified as being South 19 degrees 29 minutes West 218.76 feet from the intersection of the center line of Mill Street and the center line of Quimby Lane; thence (1) running North 19 degrees to be used for postal purposes. (Continued on Page 1A hereof)

3. TO HAVE AND TO HOLD the said premises with their appurtenances for:

THE TERM BEGINNING August 1, 1970	AND ENDING WITH July 31, 1990	TOTAL NUMBER OF YEARS Twenty years
--------------------------------------	----------------------------------	---------------------------------------

4. The Government shall pay the lessor an annual rental of:

Thirteen Thousand Eight Hundred Eighty and 00/100 Dollars. \$ 13,880.00
payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

5. This lease may be renewed, at the option of the Government, for the following separate and consecutive terms and at the following annual rentals:

NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)
(a) Five (5)	\$13,750.00	(c) Five (5)	\$13,250.00	(e) Five (5)	\$13,250.00
(b) Five (5)	\$13,750.00	(d) Five (5)	\$13,250.00	(f) Five (5)	\$13,250.00
				(g) Five (5)	\$13,250.00

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term unless stated otherwise herein.

6. The Lessor shall furnish to the Government under the terms of this lease, as part of the rental consideration, the following: Lessor shall furnish a heating system of sufficient size and capacity to provide uniform temperature of 70 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease. Lessor agrees to provide and install lighting fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed. Lessor agrees to furnish and pay for all water and sewerage service during continuance of the lease. Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of

Exception to Standard Form 2

(Continued on Page 1B hereof)

POD Form 1449
May 1966

Approved by Bureau of the Budget
August 1964

PAGE 1

BOOK 1231 PAGE 425 DUPLICATE

(Paragraph 2, continued from Page 1)

29 minutes East along the new side line of Quimby Lane a distance of 140.00 feet; thence (2) South 66 degrees 44 minutes East along a proposed subdivision line a distance of 94.91 feet to an iron pin at the corner of land now or formerly of A. Stern & Son, Inc.; thence (3) continuing along said Stern land South 67.48 minutes East 33.45 feet to an iron pin at the Northwest corner of land of Anna, S. Allen; thence (4) along said Allen land South 06 degrees 52 minutes West 116.19 feet to an iron pin marking the Northeast corner of land of Somerset Travel, Inc.; thence (5) North 77 degrees 31 minutes West along said land of Somerset Travel, Inc., a distance of 154.67 feet to the point and place of BEGINNING.

Said parcel contains 18,050 square feet.

Said parcel being the southerly portion of property conveyed to the Borough of Bernardsville by the Bernardsville Merchants Parking Facility, Inc., by a deed dated October 2, 1962 and recorded at Somerset County, Registry of Deeds Book #1024, Page 192.

Being Lot 2A, Block 22, on the Tax Map of the Borough of Bernardsville and in accordance with a survey entitled "Plan of Land Belonging to Borough of Bernardsville Showing Topography and Proposed Subdivision", dated June 1967, prepared by R. E. Peterson, Borough Engineer,

BOOK 1231 PAGE 426

(Paragraph 6, continued from Page 1)

said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment,

BOOK 1231 PAGE 427

and the Lessor shall at Lessor's expense record this lease in the proper recording office.

7. The lessor shall, unless herein specified to the contrary, maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the lessor under this lease in good repair and tenable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. During the continuance of the lease, the interior of the building, including, but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer. The required painting shall be completed not later than six (6) months following the end of the first and each successive five (5) year period during the continuance of the lease. For the purpose of so maintaining said premises and property, the lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the lessor shall designate maintenance repairmen for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), to be called in the event of an emergency situation involving maintenance of the leased property and/or equipment when the lessor or his agent cannot be contacted within a reasonable time.

8. The Government may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

9. The Government shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Prior to expiration or termination of this lease the Government shall, if required by the Lessor by notice in writing sixty days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

10. (a) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever the Post Office Department shall decide to move the office into a Government-owned building which shall have been provided for it.

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Post Office Department, the growth of the service at the office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Department.

(c) If any building or any part of it on the leased property becomes unfit for use for the purposes leased, the lessor shall put the same in a satisfactory condition, as determined by the Post Office Department, for the purposes leased. If the lessor does not do so with reasonable diligence, the Post Office Department in its discretion may cancel the lease. For any period said building or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the Post Office Department to have been rendered unavailable to the Post Office Department by reason of such condition. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

(d) If conditions should occur which would otherwise give the Government the right to cancel this lease or to incur a cost for which it could obtain reimbursement under this lease, the Government shall not have said rights unless it gives:

(1) written notice of said occurrence by certified or registered mail to the mortgagee and the assignee of moneys due or to become due under this lease whose names and addresses are furnished to the Government by Lessor.

(2) said mortgagee and assignee not less than 45 days' opportunity to cure the default by the Lessor and the condition or conditions giving rise to said cancellation or reimbursement rights. Additional time may also be granted the above parties at the discretion of the Government. The curative period set out in this paragraph does not control or govern the curative period which has been or may be determined upon as proper in connection with any equal opportunity clauses, herein.

11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. (The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246, dated September 24, 1965 (30 F.R. 12319) as amended by Executive Order 11375, dated October 13, 1967 (32 F.R. 14303))

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Government and if the total rental under this lease exceeds \$10,000 per year, or, at the sole election of the Government, if the total rental under this lease combined with the total rental under all other Federal Government leases of spaces in the building which the space covered by this lease is located exceeds \$10,000 per year, the lessor agrees to comply with the following provision:)
- (a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, rest-rooms, and any other facility of a public nature in the building in which the space covered by this lease is located.
- (b) The lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.
- (c) It is agreed that the lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space.
- (d) The lessor agrees to include, or to require the inclusion of, the foregoing provisions of this section (with the terms "lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than the lessor operates or has the right to operate any facility. The lessor also agrees that it will take such action with respect to any such agreement as the Department may direct as a means of enforcing this section, including but not limited to termination of the agreement or concession.

14. The following paragraphs were deleted before execution:

Clauses (a) and (b) of Paragraph 10 were deleted before execution.

15. The following paragraphs were added before execution:

Paragraphs 16 (Tax Clause Rider, POD Form 1419) and 17 were added before execution.

BOOK 1231 PAGE 429

TAX CLAUSE RIDER

16. (a) The lessor shall present to the Government the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this lease. Presentation of said tax bills shall be made in the manner and to the office shown in subparagraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation of said tax bills, the Government shall pay to the lessor, as additional rent due hereunder, the net amount of said taxes by check made payable to the lessor and the taxing authority issuing said tax bill. The lessor shall thereafter promptly indorse said check and deliver the same to said taxing authority.
- (b) If a part of said general real estate taxes applies to any period prior to the commencement or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within the term of this lease, the Government shall be liable to pay the lessor in the aforesaid manner only that portion of said taxes applying to the period of time within the term of this lease.
- (c) In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.
- (d) The lessor shall furnish the Government tax bills and copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices and tax bills shall be delivered or mailed within three days from the receipt thereof by the lessor to: Chief, Real Estate Branch, Post Office Department, Philadelphia Regional Office, P.O. Box 8601, Philadelphia, Pa. 19101.
- or to such other officer as he may in writing direct. The lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Government. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the lessor or in the names of both. The lessor upon reasonable notice and request by the Government shall join in any such proceedings, but the lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Government and the Government hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.
- (e) In the event the lessor fails to present to the Government the general real estate tax bills within three days from the receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost or the amount of lost discount and the Government will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

BOOK 1231 PAGE 430

VALUE OF THE

BERNARDSVILLE, N.J. - MAIN POST OFFICE PROPERTY

THROUGH THE INCOME APPROACH

The United States Postal Service currently leases the subject property. The contracted rent is now \$12,471 per year. The lessor under the lease agreement is charged with the responsibility of structural maintenance, including foundation, floor, wall and roof maintenance. Additional expenses to the lessor include casualty, liability and other applicable insurance and all costs associated with the management of the investment. The Postal Service pays general real estate taxes (but no special charges or assessments) that may be levied against the property. The rental costs reflected against the gross interior area of the structure (of 6,065 actual square feet) was set and currently stands at \$2.06 per square foot. The lease was accepted on August 31, 1970 and amended effective January 1, 1982.

The probable selling price or market value of the property today (as if it were not currently under lease at an established figure) can be calculated by determining what rental amount the property would command today, considering that is used and dysfunctional, to a degree, as postal facility and/or that it would require conversion expenditures and rehabilitation costs if it were being obtained for non-postal use. Net income produced under such circumstances and reservations would be appropriately capitalized. A calculation of the current market value of the property, unencumbered, with free and clear title, by the most realistic and best accepted method for determining the probable selling price of the fee simple interest in an income producing property is attached. The calculation employs the "Ellwood mortgage coefficient formula" using extremely conservative interest and yield rates and incorporates the "effective tax rate" as a percentage into the final capitalization rate. The full current value of the property as appraised by this procedure (see calculation attached) is \$239,300.

Assessment Serial No. Black 70, Lot 3 Postal Facility Barnardsville Post Office
 Owner DeVenezia Construction Co., Inc. Address 27 Quimby Lane
 Lessee/Taxpayer, U.S. Postal Service City Barnardsville County Somerset

Current Assessment Value: Land \$ 153,200 Improvements \$ 215,700 Total \$ 368,900

Calculation of Value by Capitalization - Mortgage-Equity Income Approach

The current economic rent with the Landlord paying only for real estate taxes, and expense items shown is \$ 7.00 per net square foot.

6,065 Net Square Feet @ \$ 7.00 per net square foot = \$ 42,455

INCOME	
Gross Income	<u>42,455</u>
Vacancies & Credit Loss (3%)	<u>1,274</u>
Effective Gross Income	<u>\$ 41,181</u>
EXPENSES (under typical use)	
Insurance (estimated) actual	<u>\$ 822</u>
Repairs & Reserve (estimated)	<u>2,123</u>
Management (3%)	<u>1,235</u>
Total Expenses	<u>\$ 4,180</u>
NET INCOME	<u>\$ 37,001</u>

CAPITALIZATION RATE

The overall capitalization rate is a composite of several market factors and is based on a "band of investment" technique derived from the Ellwood Mortgage Coefficient Formula. The overall rate is based on the following assumptions:

1. Mortgage money is currently available at 7.5 % of appraised value with interest at 11.5 % with full payment in 30 years.
2. Equity money is being attracted by a yield of 12 %.
3. A 15 year period of ownership is being projected.
4. A prudent buyer would anticipate a 30 % property value appreciation/~~depreciation~~ during the 15 year projection period.
5. The overall rate developing from the above realistic assumptions is .109177. (Ellwood Tables for Real Estate Appraisal and Financing, 3rd Ed., Chicago: American Institute of Real Estate Appraisers, 1974)
6. To this rate must be added the effective property tax rate in the taxing district (total real estate tax divided by the assessment full value or the nominal tax rate multiplied by the jurisdictional assessment ratio). The effective tax rate is .016985.

VALUE = $\frac{\text{Net Income}}{\text{Overall Rate} + \text{Effective Tax Rate}}$

\$ 37,001
.126162

VALUE =
ROUNDED TO

\$ 293,782
\$ 293,300

CONVERSION TO ASSESSED VALUE

INDICATED FULL FAIR MARKET VALUE
X AVERAGE RATIO
ESTIMATED FAIR ASSESSED VALUE

\$ 293,300
X 74.17 %
\$ 217,541

CURRENT ASSESSED VALUE
ESTIMATED FAIR ASSESSED VALUE
INDICATED OVERASSESSMENT

\$ 368,900
\$ 217,541
\$ 151,359

EXHIBIT "E"

1986 FINAL/1987 PRELIMINARY TAX BILL

1986 FINAL/1987 PRELIMINARY TAX BILL

**BERNARDSVILLE BOROUGH
SOMERSET COUNTY**

NOTICE TO TAXPAYER	BLOCK NUMBER	LOT NUMBER	QUALIFICATION
0	70	3	
PROPERTY LOC.	23 QUINBY LANE		
BUILDING DESC.	POST OFFICE		
ADDITIONAL LOTS			
LAND DESC.	4144		
3rd QTR. DUE AUG. 1, 1986	296.40	4th QTR. DUE NOV. 1, 1986	2296.40
1st QTR. DUE FEB. 1, 1987	211.96	2nd QTR. DUE MAY 1, 1987	211.95
ACCOUNT NUMBER	MORTGAGE ACCOUNT NO.		

DESCRIPTION	RATE PER \$100	AMOUNT
COUNTY TAX	.677	299
DISTRICT SCHOOL TAX	1.164	499
MUNICIPAL TAX	.449	185
TOTAL TAX	2.290	914
LESS DEFERRED FOR		
1985 NET TAX		914
LESS 1985 TAX PREV. BILLED		335
BAL. OF 1986 TAX		459

DE VENEZIA CONSTRUCTION CO. INC.
40 SO. JEFFERSON RD.
WHIPPANY, N.J. 07981

2296.40 3rd QUARTER INSTALLMENT DUE AUGUST 1, 1986
211.95

DO NOT DETACH - TAXPAYER INFORMATION - DO NOT DETACH
BERNARDSVILLE BOROUGH
SOMERSET COUNTY

MAKE CHECK PAYABLE TO:
MAIL TO:
MARY ALICE PIERSON, COLLECTOR
BOX 158
BERNARDSVILLE, NJ 07924

1987 PRELIMINARY TAX IS:
PRELIMINARY TAX IS EQUAL TO
ONE HALF OF 1986
TOTAL NET TAX

PHONE 201-766-3000 EXT. 119

DE VENEZIA CONSTRUCTION CO. INC.
40 SO. JEFFERSON RD.
WHIPPANY, N.J. 07981

HOURS - 8:30 AM TO 4 PM
MONDAY THRU FRIDAY

2111.96 1st QUARTER INSTALLMENT DUE FEBRUARY 1, 1987
2111.95 2nd QUARTER INSTALLMENT DUE MAY 1, 1987

BERNARDSVILLE BOROUGH
SOMERSET COUNTY

TAX COLLECTORS STUB

BLOCK NUMBER 70
LOT NUMBER 3
QUALIFICATION
ACCOUNT NUMBER
BANK CODE
LOC 23 QUIMBY LANE

1986 4th QUARTER TAX
2296.40 DUE NOV. 1st, 1986

CASH
INTEREST
TOTAL

DE VENEZIA CONSTRUCTION CO.

BERNARDSVILLE BOROUGH
SOMERSET COUNTY

TAX COLLECTORS STUB

BLOCK NUMBER 70
LOT NUMBER 3
QUALIFICATION
ACCOUNT NUMBER
BANK CODE
LOC 23 QUIMBY LANE

1986 3rd QUARTER TAX
2296.40 DUE AUG. 1st, 1986

CASH
INTEREST
TOTAL

DE VENEZIA CONSTRUCTION C

INFORMATION FOR TAXPAYERS

APPEALS: A taxpayer may file an appeal with the County Board of Taxation on or before August 15, 1985. Forms may be obtained from the County Tax Administrator, N.J.S.A. 54:3-21. Appeals for added and omitted assessments must be filed by December 1, 1985. 54:4-63.11.

ASSESSMENTS: Any questions concerning your assessment should be directed to the Tax Assessor. The Collector is responsible for the billing and collection of taxes only.

PAYMENTS: Taxes are payable quarterly on the first days of February, May, August, and November after which dates they are delinquent and subject to interest. N.J.S.A. 54:4-66.

INTEREST: Any taxes remaining unpaid by the 1st day of February, May, August or November are subject to interest at the rate of up to 8% per annum up to \$1,500.00 and 18% per annum over \$1,500.00. Municipalities may provide for a grace period not exceeding 10 days.

PRELIMINARY AND FINAL TAXES: The first half taxes (Preliminary) of any year are based on 1/2 of the previous years taxes. When the bill for the second half taxes (Final) is rendered, the tax rate has been established and

INFORMATION FOR TAXPAYERS

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BERNARDSVILLE BOROUGH
SOMERSET COUNTY

TAX COLLECTORS STUB

BLOCK NUMBER 70
LOT NUMBER 3
QUALIFICATION
ACCOUNT NUMBER
BANK CODE
LOC 23 QUIMBY LANE

1987 2nd QUARTER TAX
2111.95 DUE MAY 1, 1987

CASH
INTEREST
TOTAL

DE VENEZIA CONSTRUCTION CO.

BERNARDSVILLE BOROUGH
SOMERSET COUNTY

TAX COLLECTORS STUB

BLOCK NUMBER 70
LOT NUMBER 3
QUALIFICATION
ACCOUNT NUMBER
BANK CODE
LOC 23 QUIMBY LANE

1987 1st QUARTER TAX
2111.96 DUE FEB. 1, 1987

CASH
INTEREST
TOTAL

DE VENEZIA CONSTRUCTION C

LAW OFFICES
D'ALESSANDRO & JACOVINO

147 COLUMBIA TURNPIKE
(SOUTH ORANGE AVENUE)

P.O. BOX 340
FLORHAM PARK, NEW JERSEY 07932-0340
(201) 966-1910
FAX (201) 966-6774

EDWARD G. D'ALESSANDRO*†♦
AMEDEO C. JACOVINO
CRISTINA R. BYRNE
JOHN J. KAPP
FREDERICK E. GERSON
EDWARD G. D'ALESSANDRO, JR.*♦
RAMONA A. SANTIAGO

OF COUNSEL
IAN D'ALESSANDRO*♦

*MEMBER OF THE NEW YORK AND NEW JERSEY BAR
♦MEMBER OF THE PENNSYLVANIA BAR
◇MEMBER OF THE CALIFORNIA BAR
†CERTIFIED CIVIL TRIAL ATTORNEY
AND CERTIFIED CRIMINAL TRIAL ATTORNEY

FEB 1 1993

342 MADISON AVENUE
NEW YORK, NEW YORK 10173
(212) 608-7500

PLEASE REPLY TO
P.O. BOX 340
FLORHAM PARK

January 28, 1993

11-16,006

The Honorable Peter Palmer
Mayor of Bernardsville
and Council
Borough of Bernardsville
166 Mine Brook Road
Bernardsville, NJ 07924

Re: Ground Lease/United States Post Office

Dear Mayor Palmer and Council Members:

This law firm is corporate counsel to DeVenezia Construction Co., Inc. lessors of the Post Office Building in your Borough.

On July 13, 1992 the Mayor and Council adopted Resolution No. 92-268, authorizing the Mayor and clerk to execute a "Consent to Assignment of Lease" to the DeVenezia Profit Sharing Retirement and Savings Plan. Due to adverse tax consequences, the Lease was not assigned to the DeVenezia Profit Sharing Retirement and Savings Plan.

My client now desires to assign the said Lease to its shareholder, Mr. Richard F. DeVenezia. DeVenezia Construction Co., Inc. will remain obligated with respect to maintenance of the property and will continue to be responsible for all taxes, assessments, water and sewer, rents, electric and gas charges and all license fees, and insurance.

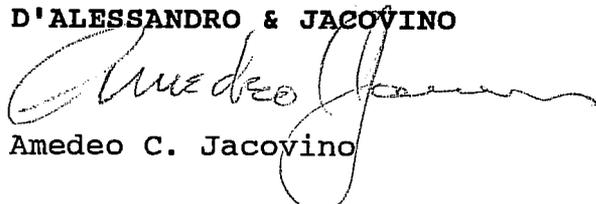
To: The Honorable Mayor and Council
Re: Ground Lease/U.S. Post Office
Date: January 28, 1993
Page: - 2 -

Your favorable consideration of this request would be greatly appreciated. Enclosed is an original and one (1) copy of the "Consent to Assignment of Lease" for your consideration and approval.

Thank you for your attention to this matter.

Very truly yours,

D'ALESSANDRO & JACOVINO


Amedeo C. Jacovino

ACJ/rr
Enclosure

cc: (w/enclosure)
J. Albert Mastro, Esq.
Mr. Richard DeVenezia

CONSENT TO ASSIGNMENT OF LEASE

WHEREAS, the Borough of Bernardsville, by resolution adopted by the Borough Council on October 16, 1967, authorized and directed the Mayor and Municipal Clerk to execute and deliver an assignable ground lease on behalf of the Borough of Bernardsville to the United States of America, acting by and through the Post Office Department, and;

WHEREAS, an instrument captioned "Assignable Ground Lease" dated April 3, 1968 was executed by the Mayor and Clerk of the Borough of Bernardsville as the "Owner" of the land and by the United States of America, and;

WHEREAS, by instrument captioned "Assignment of Ground Lease" was executed on April 22, 1968 by the United States of America, whereby all of its right, title and interest under the aforesaid "Assignable Ground Lease" was assigned, set over and transferred to DeVenezia Construction Co., Inc., and;

WHEREAS, the aforesaid ground lease provides for a primary term of twenty (20) years and also contains a seven (7) option of renewal of the lease at five (5) year intervals, aggregating thirty-five (35) years, and;

WHEREAS, by Resolution No. 92-268 adopted by the Mayor and Council of the Borough of Bernardsville, on July 13, 1992, the Mayor and Clerk were authorized to

execute a Consent of Assignment of the Lease to DeVenezia Profit Sharing Retirement and Savings Plan, and

WHEREAS, due to adverse tax consequences the aforesaid Lease was not assigned to the DeVenezia Profit Sharing and Savings Plan, and

WHEREAS, DeVenezia Construction Co., Inc. now desires to assign and transfer all of its right title and interest in the aforesaid Assignable Ground Lease to its shareholder, Richard F. DeVenezia while remaining obligated with respect to maintenance of the subject property and responsible for all taxes, assessments, water and sewer rents, electric and gas charges and all license fees and other charges and insurance, and;

WHEREAS, DeVenezia Construction Co., Inc. has requested the Borough of Bernardsville to consent and approve the aforesaid assignment of the Assignable Ground Lease to Richard F. DeVenezia.

NOW, THEREFORE, the Borough of Bernardsville does by this instrument consent and approve the assignment by DeVenezia Construction Co., Inc. to Richard F. DeVenezia of the Assignable Ground Lease dated April 3, 1968 between the Borough of Bernardsville, as the owner of the subject property and the United States of America acting by and through the Post Office Department, which lease was on April 22, 1969 assigned by the United States of America to DeVenezia Construction Co., Inc. This consent and approval of the assignment by the Borough of Bernardsville is subject to DeVenezia Construction Co., Inc.'s continuing obligation

with respect to the condition of the ground lease concerning maintenance of the subject property, and its responsibility for all taxes, assessment, water and sewer rents, electric and gas charge, all license fees, other charges and insurance.

**BOROUGH OF BERNARDSVILLE
In The County Of Somerset**

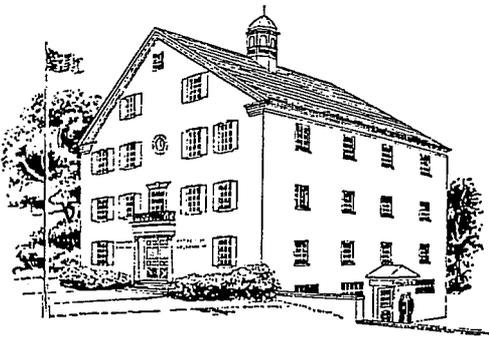
Dated: _____

By: _____

Mayor

Attest:

Clerk



BOROUGH OF BERNARDSVILLE

INCORPORATED JUNE 2, 1924

SOMERSET COUNTY

ROUTE U.S. 202, P. O. BOX 158

BERNARDSVILLE, NEW JERSEY 07924

EXECUTIVE OFFICE (908) 766-3000
FAX (908) 766-2788

May 31, 1994

DeVenezio Construction, Inc.
40 South Jefferson Road
Whippany, NJ 07981

TO: Borough of Bernardsville

DR

Rental U.S. Post Office Building Premises for a period of

August 1, 1994 - July 31, 1995

\$1,500.00

Please make check payable to Borough of Bernardsville and send to the attention of Mrs. Murphy. Thank you.



5J

LAW OFFICES

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(SOUTH ORANGE AVENUE)

P.O. BOX 340

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EDWARD G. D'ALESSANDRO, JR.*†♦
RAMONA A. SANTIAGO

OF COUNSEL

JAN D'ALESSANDRO*◊

PLEASE REPLY TO

P.O. BOX 340

FLORHAM PARK

*MEMBER OF THE NEW YORK AND NEW JERSEY BAR

♦MEMBER OF THE PENNSYLVANIA BAR

◊MEMBER OF THE CALIFORNIA BAR

†CERTIFIED CIVIL TRIAL ATTORNEY

AND CERTIFIED CRIMINAL TRIAL ATTORNEY

July 17, 1992

11-16006

The Honorable Mayor and Council
Borough of Bernardsville
166 Mine Brook Road
Bernardsville, NJ 07924

Re: Ground Lease/United States Post Office

Gentlemen:

This law firm is corporate counsel to DeVenezia Construction Co., Inc., lessors of the Post Office Building in your Borough.

The Borough's attorney, J. Albert Mastro, Esq. called me on July 16, 1992 to inform me that the Borough Council was not disposed to grant my client's request for your consent to an assignment of the Ground Lease concerning the Post Office premises by DeVenezia Construction Co., Inc. to the DeVenezia Profit Sharing Retirement and Savings Plan. I have been given to understand that the Borough would prefer, if possible, renegotiate its 1968 lease with the Post Office and thereby gain some additional benefit for the Borough.

My client's rents for its lease of the Post office Buildings are certainly not profitable, i.e. the current monthly rent is \$1,029.50 and commencing August 1, 2000 and for 25 years thereafter the monthly rent will be \$992.08. For that meager rental my client is obligated to maintain the premises and pay all taxes and insurance. Prior to the 5 year renewal option commencing August 1, 1990, my client all but begged the Post Office for an increase in the rental due to the hardship presented in current inflated costs of operation vis-a-vis rentals established in 1968 when the purchasing power of the dollar had a greater value. The reply from the Post Office was short and to the point; the request for an increase was rejected.

The Honorable Mayor and Council
July 17, 1992
Page - 2 -

It must be recognized that contracts with agencies such as the U.S. Post Office are contracts of adhesion, that is one either accepts the terms of the contract as stated by the Post Office otherwise it will find another entity which will accept its terms.

DeVenezia Construction Co., Inc. seeks to assign the subject lease to its Profit Sharing plan in order to release some money from that plan to a senior member of the company who is about to retire. The U.S. Post Office does not object to said assignment, nor do the terms of the Ground Lease prohibit its assignment to the Profit Sharing plan. All of DeVenezia Construction Co., Inc's obligations with respect to maintenance and payment of taxes, insurance etc. will continue, therefore the Borough's security is not affected by the requested assignment.

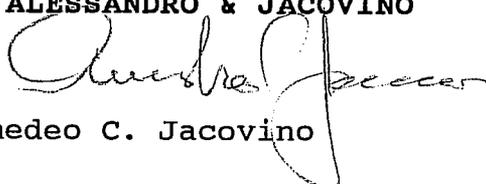
Hindsight demonstrates that both the Borough and DeVenezia Construction Co., Inc. did not get the best of the bargain in dealing with the Post Office, but then, how could one have projected in 1968 that inflation would have such a drastic affect on the value of the dollar in 1992?

My client, like it or not, must continue to abide by its bad bargain for the reasons set forth above. It is respectfully requested that you reconsider your position, and consent to the assignment of the lease.

Thank you for your attention.

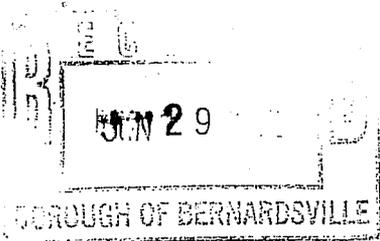
Very truly yours,

D'ALESSANDRO & JACOVINO


Amedeo C. Jacovino

ACJ:jrp

cc: J. Albert Mastro, Esq.
Mr. Dick DeVenezia



LAW OFFICES
D'ALESSANDRO & JACOVINO

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RAMONA A. SANTIAGO

OF COUNSEL
JAN D'ALESSANDRO*◊

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FLORHAM PARK

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♦MEMBER OF THE PENNSYLVANIA BAR
◊MEMBER OF THE CALIFORNIA BAR
†CERTIFIED CIVIL TRIAL ATTORNEY
AND CERTIFIED CRIMINAL TRIAL ATTORNEY

June 24, 1992

Sandra G. Jones, Clerk
Borough of Bernardsville
166 Mine Brook Road
Bernardsville, NJ 07924

Re: Ground Lease/U.S. Post Office

Dear Ms. Jones:

Pursuant to my telephone conversation with J. Albert Mastro, Esq., enclosed please find an original and one (1) copy of proposed Consent to Assignment of Lease concerning the premises occupied by the U.S. Post Office. DeVenezia Construction Co., Inc., the tenant under the Assignable Ground Lease desires to assign the lease to its profit share plan.

I would appreciate the return of the enclosed form and the Borough's Resolution authorizing same as soon as it can be approved.

Thank you for your anticipated cooperation.

Very truly yours,

D'ALESSANDRO & JACOVINO

Amedeo C. Jacovino

ACJ/rr

cc: J. Albert Mastro, Esq.
Mr. Dick DeVenezia

October 16, 1967

Council

-5-

Mr. Borrie	Yes	Mr. Janchus	Yes
Mr. Crossman	Yes	Dr. Mastro	Yes
Mr. Earl	Yes	Mr. Waldron	Yes

Appointment of Special Police Officers

Mr. Earl moved the following resolution:

BE IT RESOLVED, that Richard E. Czarevich and Kenneth R. [unclear] be appointed as Special Police Officers, compensation to be paid at the rate of \$2.50 per hour.

Motion seconded by Mr. Crossman and passed.

Post Office

Mr. Earl moved the following resolution:

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF BERNARDSVILLE, COUNTY OF SOMERSET AND STATE OF NEW JERSEY:

- A. The Municipally owned lands described on the schedule attached hereto and made a part hereof are not presently needed for public use.
- B. Leasing of said lands and premises to the United States of America for a term of years at the rental and upon terms and conditions of a certain assignable ground lease, a copy of which is annexed hereto and made a part hereof, is hereby approved and authorized.
- C. The Mayor and Municipal Clerk are hereby authorized and directed to execute and deliver said assignable ground lease on behalf of the Borough of Bernardsville in the form annexed hereto.

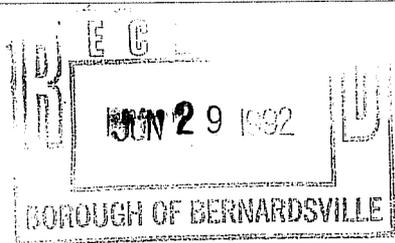
Motion seconded by Mr. Janchus and passed by the following unanimous roll call vote:

Mr. Borrie	Yes	Mr. Janchus	Yes
Mr. Crossman	Yes	Dr. Mastro	Yes
Mr. Earl	Yes	Mr. Waldron	Yes

Buildings and Grounds

Mr. Borrie moved that the Building Inspector's report [unclear] be received and filed, seconded by Mr. Earl, and passed.

Mr. Borrie reported receipt of a progress report from the



LAW OFFICES
D'ALESSANDRO & JACOVINO

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(SOUTH ORANGE AVENUE)
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EDWARD G. D'ALESSANDRO, JR.*♦
RAMONA A. SANTIAGO

OF COUNSEL
JAN D'ALESSANDRO*◇

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♦MEMBER OF THE PENNSYLVANIA BAR
◇MEMBER OF THE CALIFORNIA BAR
†CERTIFIED CIVIL TRIAL ATTORNEY
AND CERTIFIED CRIMINAL TRIAL ATTORNEY

June 24, 1992

Sandra G. Jones, Clerk
Borough of Bernardsville
166 Mine Brook Road
Bernardsville, NJ 07924

Re: Ground Lease/U.S. Post Office

Dear Ms. Jones:

Pursuant to my telephone conversation with J. Albert Mastro, Esq., enclosed please find an original and one (1) copy of proposed Consent to Assignment of Lease concerning the premises occupied by the U.S. Post Office. DeVenezia Construction Co., Inc., the tenant under the Assignable Ground Lease desires to assign the lease to its profit share plan.

I would appreciate the return of the enclosed form and the Borough's Resolution authorizing same as soon as it can be approved.

Thank you for your anticipated cooperation.

Very truly yours,

D'ALESSANDRO & JACOVINO

Amedeo C. Jacovino

ACJ/rr

cc: J. Albert Mastro, Esq.
Mr. Dick DeVenezia

12/14/92

Please call to Mr. Jermann

After assignment of Lewis for
Gret (Spec) was approved by the
Board, his client, all (Kemp's
Instructions), advised him to
hold this matter while he explained
the tax situation. There is no
assignment had taken place yet
and therefore a recorded copy
of our assignment is not available.

Jermann

TO
Amedeo C. Jacovino
D'Alessandro & Jacovino
P. O. Box 340
Florham Park, NJ 07932-0340

BOROUGH CLERK'S OFFICE
BOROUGH OF BERNARDSVILLE
P.O. Box 158
BERNARDSVILLE, N.J. 07924
Phone: (201) 766-3000

SUBJECT: Ground Lease/United States Post Office

DATE: 9/24/92

fold ↓

Per your request

PLEASE REPLY TO → SIGNED



REPLY

DATE: SIGNED

Item # F269 Grayarc, P.O. Box 2944, Hartford, CT 06104-2944
© Wheeler Group, Inc. 1992

DETACH THIS COPY—RETAIN FOR ANSWER. SEND WHITE AND PINK COPIES WITH CARBONS INTACT.

October 16, 1967

Council

-5-

Mr. Borrie	Yes	Mr. Janchus	Yes
Mr. Crossman	Yes	Dr. Mastro	Yes
Mr. Earl	Yes	Mr. Waldron	Yes

Appointment of Special Police Officers

Mr. Earl moved the following resolution:

BE IT RESOLVED, that Richard E. Czarevich and Kenneth R. [unclear] be appointed as Special Police Officers, compensation to be paid at the rate of \$2.50 per hour.

Motion seconded by Mr. Crossman and passed.

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- A. The Municipally owned lands described on the schedule attached hereto and made a part hereof are not presently needed for public use.
- B. Leasing of said lands and premises to the United States of America for a term of years at the rental and upon terms and conditions of a certain assignable ground lease, a copy of which is annexed hereto and made a part hereof, is hereby approved and authorized.
- C. The Mayor and Municipal Clerk are hereby authorized and directed to execute and deliver said assignable ground lease on behalf of the Borough of Bernardsville in the form annexed hereto.

Motion seconded by Mr. Janchus and passed by the following unanimous roll call vote:

Mr. Borrie	Yes	Mr. Janchus	Yes
Mr. Crossman	Yes	Dr. Mastro	Yes
Mr. Earl	Yes	Mr. Waldron	Yes

Buildings and Grounds

Mr. Borrie moved that the Building Inspector's report [unclear] be received and filed, seconded by Mr. Earl, and passed.

Mr. Borrie reported receipt of a progress report from the [unclear] on zoning violations



BOROUGH OF BERNARDSVILLE

INCORPORATED JUNE 2, 1924

SOMERSET COUNTY

ROUTE U.S. 202, P. O. BOX 158

BERNARDSVILLE, NEW JERSEY 07924

EXECUTIVE OFFICE (201) 766-3000
FAX (201) 766-2788

May 20, 1991

DeVenezio Construction Inc.
40 South Jefferson Road
Whippany, N.J. 07981

TO: BOROUGH OF BERNARDSVILLE

Rental U.S. Post Office Building Premises for a period of
August 1, 1991 - July 31, 1992 \$ 1,500.00

Cordially,

Ralph A. Maresca, Jr.
Ralph A. Maresca, Jr.,
Administrator / CFO

RAM:kk

COMMERCIAL SERVICE OFFICE
 STREET - ROOM 1B19
 NEW YORK 10007-9991



PENALTY FOR PRIVATE USE
 TO AVOID PAYMENT
 OF POSTAGE \$300

POST OFFICE TO ADDRESSEE

**EXPRESS MAIL
 NEXT DAY SERVICE**

ORIGIN	Date In: _____	Postage \$ _____
Post Office ZIP Code _____	Time In: _____ A.M. / P.M.	Return Receipt Fee \$ _____
Initials of Receiving Clerk _____	Weight _____ lbs.	Total Postage & Fees \$ _____

DESTINATION	Date of Delivery _____ A.M. / P.M.
Initials of Delivery Employee _____	Initials of Addressee of Agent _____
DELIVERY WAS ATTEMPTED	
Date _____ A.M. / P.M.	Notice Left By _____

For Postal Use

ACCEPTANCE
 Accepted for next day delivery.
 Accepted for this destination after deposit deadline for next day delivery; therefore, for delivery by second day.
(Consult your local Express Mail Next Day Service directory for deposit deadlines for different destinations.)

Account Number (if any) _____
(Using an authorized number indicates postage and fees paid.)

Express Mail Corporate Account No.: _____
 Federal Agency Control No.: _____

ADDRESSER'S COPY

TO: _____
 Telephone Number: _____
 Borough Clerk _____
 P.O. Box 1516 _____
 Bernardsville, New Jersey 07924

For Customer Use

Label 1-B (March 1985) * U.S.G.P.O. 1985-465-211

**BOROUGH OF BERNARDSVILLE
 RECEIVED**
 AUG 14 1986

Borough Clerk

TO THE SOMERSET COUNTY BOARD OF TAXATION

Filed _____
Checked _____
Fee Paid _____
Notified _____
Heard _____

United States Postal Service
New York Facilities Service Office

Your petitioner, New York Facilities Service Office
(Name of Taxpayer - PLEASE Type or Print)

residing at (Mailing Address) 90 Church Street - Rm. 1516, New York, NY 10007-9991

respectfully states that the petitioner is, or represents the taxpayer of certain property situated in the taxing district of
Tlessee/taxpayer

Borough of Bernardsville
(Municipality)

IDENTIFIED AS FOLLOWS: Block 70 Lot 3

Street Address 27 Quinby Lane

Name, Telephone No. and Address of Attorney or person to be notified of hearing and judgment
Mrs. V.R. Cavaliere, NY Facilities Service Office, 90 Church St, Rm 1516, NY, NY 10007-
Tel: 212 - 330-5063 (PLEASE Type or Print) 9991

SECTION I APPEAL FOR REAL PROPERTY VALUATION (FILING DEADLINE - MUST BE FILED ON OR BEFORE AUGUST 15th OF THE TAX YEAR.)

That said property has been assessed for taxation for the year 19 87 at a valuation of:

Your petitioner prays that the assessment be revised to the Taxable Value of the property, as follows:

REGULAR APPEAL

Land \$ 153,200
Improvement \$ 215,700
Total \$ 368,900

Land \$ 90,340
Improvement \$ 127,200
Total \$ 217,540

Basis for Appeal: True Value Discrimination Appeal (See Instruction 9) Tax Court Pending yes no

Purchase Price 1. Conventional If Yes, list year
Date of Purchase 2. Excess over common level (N.J.S.A. 54:3-22, L. 1973, c. 123) or years

Reason For Appeal Assessment exceeds market value and common level.

DEDUCTION/EXEMPTION APPEAL

- SECTION II APPEAL FOR DENIAL OF:
- 1. Veteran's Deduction \$50.00
 - 2. Veteran's/Service man's Widow's Deduction \$50.00
 - 3. Senior Citizen's Deduction *
 - 4. Disabled Person/Surviving Spouse Reduction *
 - 5. Veteran 100% Disabled or widow of said veteran Total Exemption
 - 6. Homestead Tax Rebate Regular - Add'l. Rebate \$50.00
 - 7. Farmland Assessment Classification
 - 8. Exemption of Property of _____
(Religious, Charitable, Etc.-Specify)

MUNICIPALITY'S REASON FOR DENIAL: _____
(Attach Copy of Denial)

* - \$160.00 (1980); \$200.00 (1981); \$225.00 (1982); \$250.00 (1983 and thereafter).

EXHIBIT "A"

INCOME AND EXPENSE STATEMENT

SOMERSET COUNTY BOARD OF TAXATION

In the Matter of the Appeal of

DE VENEZIA CONSTRUCTION CO. INC.
Owner of Record

23 QUIMBY LANE, BERNARDSVILLE
Address of Property

INTERROGATORIES

Block No. 70 Lot No. 3 :

BERNARDSVILLE BOROUGH :
Municipality

The following questions are to be answered completely. The original is to be filed with the Secretary of the County Board and a copy with the Local Assessor at the time of filing the Petition. Failure to answer the questions below may result in a dismissal of the Petition:—

1. GROSS ANNUAL INCOME IF 100% OCCUPIED:

UNITS

a. Rents: Month \$ <u>1,039.25</u> Annual \$ <u>12,471.00</u>	# Apts. _____
Less vacancy and collection	# Rooms _____
loss allowance _____ % <u>0</u>	# Stores _____
EFFECTIVE GROSS RENTS \$ <u>12,471.00</u>	# Offices _____

b. Other income from property
 (Specify other income) _____
 \$ 0

TOTAL EFFECTIVE INCOME \$ 12,471.00

2. ANNUAL EXPENSES:

a. Management \$ _____

b. Wages — Supt. _____
 Supt. Apt. _____
 Other _____
 Payroll Taxes _____

c. Fuel _____

EXHIBIT "B"

ASSESSMENT APPEAL AUTHORIZATION

Somerset County Board of Taxation
Administration Building
Somerville, New Jersey 08876

RE: Petition of Appeal:

Postal Facility: Bernardsville, New Jersey - Main Office
 Block 70 - Lot No. 3

Gentlemen:

We are the owners of record of the real property referenced above.

This is to acknowledge that by the terms of the Lease, the United States Postal Service pays all the General Real Estate Taxes for the property referenced above.

The U. S. Postal Service and a duly authorized representative are therefore authorized to file a Petition of Appeal in its own behalf.

Sincerely,

DE VENEZIA
CONSTRUCTION CO., INC.

BY: Edward J. De Venezia
TITLE: President

July 15, 1986

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF New Jersey
COUNTY OF Morris

ss:

Personally appeared before me, a notary public in and for the county and State aforesaid,
Anthony De Venezia

and Edward J. De Venezia who are known to me to be the
President and Secretary of De Venezia
Construction Co., Inc., Prime Tenant and

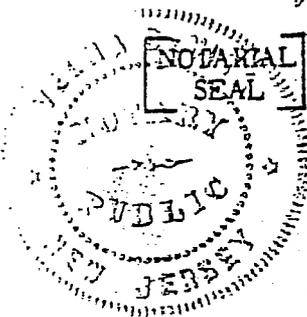
to be the same persons who executed the foregoing lease, who depose and say that they know
the seal of the said corporation, that the seal affixed to the above instrument is the seal of said cor-
poration, and that it was affixed, and that they signed their names thereto, by authority of
the said corporation, for the purposes set forth, and as their own free and voluntary act.

Done at Whippany, in the county and State aforesaid, this 21st
day of August, 19 70

RECORDED

SEP 15 1 42 PM 1970

SOMERSET COURT
L. R. OLSON, CLERK



Helma D'Alta
Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 7, 1973

My commission expires _____

NOTE.—If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

PREPARED BY

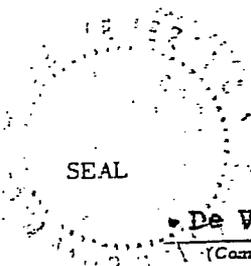
MR JAMES F. NOONE

BOOK 1231 PAGE 432

END OF DOCUMENT

17 It is expressly understood between the parties hereto that the terms and conditions of the agreement to Lease executed by De Venezia Construction Co., Inc. and accepted by the Government on April 3, 1969, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto signed and sealed these presents as of the date first written above.



SEAL
De Venezia Construction Co., Inc. (A New Jersey Corporation)
(Company, Corporate or Partnership Name) (State)
(Prime Tenant)

By Anthony De Venezia
Anthony De Venezia
Its President
(Title)

By Edward J. De Venezia
Edward J. De Venezia
Its Secretary
(Title)

WITNESSES:
Albert G. Olsen
Therese L. Lalorova

GOVERNMENT:

WITNESSES:
Lorence E. Brunner

THE UNITED STATES OF AMERICA
By Ernest R. Pozzi
Ernest R. Pozzi
Title Acting Chief, Real Estate Branch
Contracting Officer

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Appendix G: Cross-access easement agreement, Block 71 Lots 5, 9.01



2012011326

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2012 FEB 29 01:07:22 PM
BK: 6400 PG: 2780-2781
INSTRUMENT # 2012011326

1 of 2

2pg
2053CK-113

ACCESS EASEMENT

Prepared By:

Mark W. Yaros, Esq.

71/5.01

THIS INDENTURE made this 27th day of February, 2012 by and between F.M.B. Quimby, LLC, a New Jersey Limited Liability Company, whose post office address is 12 Spruce Place, Bernardsville, NJ and Quimby Lane Properties, LLC, a New Jersey Limited Liability Company, whose post office address is 509 Byram Kingwood Road, Frenchtown, NJ 08825.

WITNESSETH:

WHEREAS, F.M.B. Quimby, LLC entered into a contract for the purchase of certain property known as 28 Quimby Lane, Bernardsville, New Jersey and identified on the tax map of the Borough of Bernardsville, Somerset County, New Jersey as Block 71, Lot 5.01 ("28 Quimby Lane") from Quimby Lane Properties, LLC and

WHEREAS, Quimby Lane Properties, LLC is also the owner of certain property known as 22-26 Quimby Lane, Bernardsville, New Jersey and identified on the tax map of the Borough of Bernardsville, Somerset County, New Jersey as Block 71, Lot 9 ("22-26 Quimby Lane"); and

WHEREAS, 28 Quimby Lane and 22-26 Quimby Lane are adjoining and have a common boundary line; and

WHEREAS, 28 Quimby Lane has been used to provide access to 22-26 Quimby Lane and the parties now desire to formalize the right to enter upon and cross over 28 Quimby Lane for the purpose of accessing 26 Quimby Lane; and

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed to as follows:

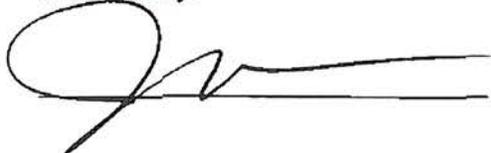
1. Quimby Lane Properties, LLC does hereby grant and convey a certain easement over and across 28 Quimby Lane for the purpose of providing access to 26 Quimby Lane, including, but not limited to, vehicular ingress and egress, and the right to enter upon and cross over 28 Quimby Lane for said purpose. Specifically, said easement cross Lot 5.01 at the corner closest to the public road and Lot 9 and shall in no way impact the use of the three (3) designated parking spaces on Lot 5.01. It is hereby intended that this easement formalize the access as it currently exists.
2. All access shall be in accordance with all appropriate governmental approvals, now existing or granted in the future.
3. The respective owner of each property shall remain responsible for the maintenance and repair of any such driveway or parking area within the respective properties.
4. The owner of 22-26 Quimby Lane shall maintain insurance and name F.M.B. Quimby, LLC and/or it's successors and assigns, as an additional insured, the limits shall be no less than \$1,000,000 for each occurrence, \$10,000 for medical, any one person, \$1,000,000 for personal & adv. injury, \$2,000,000 for general aggregate and \$1,000,000 for Products-Comp/op Ag. The owner of 22-26 Quimby shall upon request, furnish proof of insurance to the owner of 28 Quimby Lane, which insurance shall be maintained for as long as this easement is in effect.
5. This Agreement shall run with the land in perpetuity and shall be binding upon and inure to

the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

6. This Agreement shall be subject to and construed in accordance with the laws and the courts of the State of New Jersey. The parties consent to this Access Easement being recorded in Hunterdon County.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

Witnessed By:

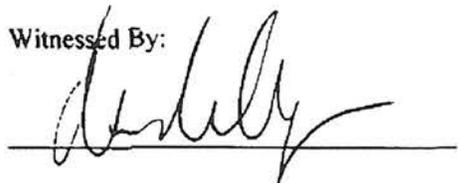


F.M.B. Quimby, LLC

Frank A. Di Napoli (Seal)

By: _____

Witnessed By:



Quimby Lane Properties, LLC

Bernard Mulligan (Seal)
By: Bernard Mulligan, Sole Member

STATE OF NEW JERSEY :
COUNTY OF Somerset :SS.

I CERTIFY that on February 27, 2012, Frank A. Di Napoli personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) is named in and personally signed and attached document;
- (b) signed, sealed and delivered this document as his or her act and deed.

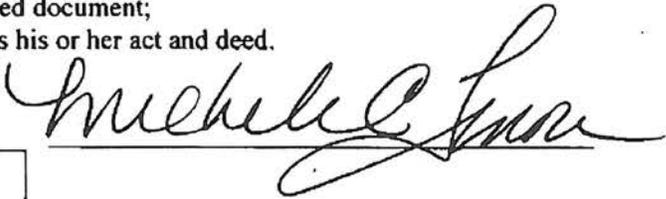


STATE OF NEW JERSEY :
COUNTY OF Somerset :SS.

MICHELE C. TENORE
A Notary Public Of New Jersey
My Commission Expires June 18, 2013

I CERTIFY that on February 27, 2012, BERNARD MULLIGAN personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) is named in and personally signed and attached document;
- (b) signed, sealed and delivered this document as his or her act and deed.



RECORD AND RETURN TO:

Yaros Law Office, LLC
14 Moebus Place
Clinton, NJ 08809

MICHELE C. TENORE
A Notary Public Of New Jersey
My Commission Expires June 18, 2013

Appendix H: Violations, Block 70 Lot 3



Bernardsville Borough
Zoning Enforcement
1 Anderson Hill Road Suite 103
Bernardsville Borough, NJ 07924

Violation # CVIO-18-00738

Re: 23 QUIMBY LANE

Block 70 Lot 3 Qual

Violation Notice

DE VENEZIA CONSTRUCTION CO.INC.
80 NORTH POCONO RD.
MOUNTAIN LAKES, NJ 07046

- Issued to Owner
 Issued to Tenant

You are hereby notified that a Housing/Zoning inspection at the above referenced premises and determined that there is a violation of the municipal code. The violation listed below must be completed on or before the violation abatement date indicated. Failure to obey this order of the code official shall result in the issuance of a summons resulting in a mandatory court appearance and possible penalty assessment in compliance with this code.

Inspection Date: 8/15/2018

Violations to be Abated by: 9/15/2018

The following violation(s) were found

Section 11-1.2

Title 11-1.2 Purpose and Policy

11-1.2 Purpose and Policy.

It is hereby found and declared that there exist in the Borough of Bernardsville structures used for nonresidential use which are or may become in the future substandard with respect to structure or maintenance and further that such conditions, including but not limited to, structural deterioration and lack of maintenance constitute a menace to health, safety, welfare and reasonable comfort of the citizens and inhabitants of the Borough of Bernardsville. It is further found and declared that by reason of lack of maintenance and progressive deterioration certain properties have the further effect of creating blighting conditions, and that if the same are not curtailed and removed, the aforesaid conditions will grow and spread and will necessitate in time and expenditure of large amounts of public funds to correct and eliminate the same, and that by reason of timely regulations and restrictions as herein contained, the growth of blight might be prevented and the neighborhood and property values thereby maintained, the desirability and amenities of nonresidential use and neighborhood enhanced, and the public health, safety and welfare protected and fostered. (Ord. #94-999 §1).

Summary of infraction

Thank you for your correspondence dated August 8, 2018 indicating progress in this matter. No further action by the Borough will be initiated at this time, however, again a reasonable timeframe will be granted to actually see physical repairs being performed.

I understand your concerns regarding the adjoining property, and maintenance issues surrounding the parking and snowplowing issues that have probably significantly contributed to the condition of the fence and retaining wall.

This is a separate issue, and the borough is dealing with that property owner accordingly. The landlord will be held responsible for any future damage that occurs to the repaired fence and retaining wall if wheel stops in the parking area above and better snowplowing procedures are not put in place.

A timeframe of 1 month from the date of this correspondence is being provided to complete the property maintenance requested, if no action is seen a summons will be issued to you.

You may call the Code Enforcement office if you have any further questions concerning this matter at
(908)766-3000 x119

Renee Apuzzo

Date Printed 9/30/2019



Bernardsville Borough
Zoning Enforcement
1 Anderson Hill Road Suite 103
Bernardsville Borough, NJ 07924

Violation # CVIO-19-00104

Re: 23 QUIMBY LANE

Block 70 Lot 3 Qual

Violation Notice

M.E. OLCOTT SQUARE, LLC
PO BOX 110
GLADSTONE, NJ 07934

- Issued to Owner
- Issued to Tenant

You are hereby notified that a Housing/Zoning inspection at the above referenced premises and determined that there is a violation of the municipal code. The violation listed below must be completed on or before the violation abatement date indicated. Failure to obey this order of the code official shall result in the issuance of a summons resulting in a mandatory court appearance and possible penalty assessment in compliance with this code.

Inspection Date: 6/25/2019

Violations to be Abated by: 7/5/2019

The following violation(s) were found

Section 11-1.5

Title Duties and Responsibilities of Owner and Operator

11-1.5 Duties and Responsibilities of Owner and Operator.

The following duties and responsibilities are hereby imposed upon every owner and operator of any building or property covered by the provisions of this section:

a. The exterior of the premises and all structures thereon shall be kept free of all nuisances and any hazards to the safety of occupants, pedestrians and other persons utilizing the premises, and free of unsanitary conditions, and any of the foregoing shall be promptly removed and abated by the owner or operator. The items prohibited hereby shall include but not be limited to: brush, broken glass, stump roots, garbage, trash, refuse, debris, dead trees and limbs or other natural growth, loose and overhanging objects, and ground surface hazards, such as holes or obstructions.

b. Lawns, hedges and bushes shall be kept trimmed and properly maintained.

c. All exterior permanent signs exposed to public view shall be maintained in good repair.

d. All display windows or storefronts constructed of plate glass shall be kept free of cracks. Any broken or cracked windows must be replaced within two (2) weeks unless broken glass constitutes a safety hazard which must be removed or replaced immediately.

e. All storefronts shall be kept in good repair, painted where required and shall not constitute a safety hazard.

f. Any awnings or marquees and accompanying structural members which extend over any street, sidewalk or other portion of the premises shall be maintained in good repair and shall not constitute a safety hazard. In the event such awnings or marquees are not maintained in accordance with the foregoing they shall, together with their supporting members, be removed forthwith. In the event said awnings or marquees are made of cloth, plastic or of similar materials, said cloth or plastic where exposed to public view shall not show evidence of excessive weathering, discoloration, ripping, tearing or holes.

g. The exterior of every structure or accessory structure shall be kept in good repair and kept painted where necessary for purposes of preservation and appearance. All surfaces shall be maintained free of broken glass, loose shingles, crumbling stone or brick, peeling paint or other condition reflective of deterioration or inadequate maintenance.

h. Snow and ice shall be removed from sidewalks abutting the premises in accordance with subsection 14-1.10 of the Borough Code.

(Ord. #94-999 §1)

Summary of infraction

PLEASE BE ADVISED THAT THE GRASS PORTION OF THE PROPERTY THAT FRONTS MILL STREET IS EXTREMELY OVERGROWN WHERE IT IS ENCROACHING THE SIDEWALK. THIS MUST BE MAINTAINED. THIS MUST BE RECTIFIED WITHIN 10 DAYS.

You may call the Code Enforcement office if you have any further questions concerning this matter at (908)766-3000 x119

Appendix I: Recommended Area in Need of Redevelopment



6.01	6.03
6.02	6.04
6.05	6.07
6.06	6.08

