

RESOLUTION 2020-085

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP MAYOR AND CLERK TO SIGN AN AMENDED SETTLEMENT AGREEMENT FIXING THE TOWNSHIP'S AFFORDABLE HOUSING FAIR SHARE OBLIGATION FOR THE PERIOD FROM 1987 THROUGH 2025

WHEREAS, on July 7, 2015, the Township of Chatham filed a declaratory judgment action seeking to fix the Township's affordable housing fair share obligation for the period 1987 through 2025; and

WHEREAS, the Township filed that declaratory judgment action in conformance with the New Jersey Supreme Court decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"); and

WHEREAS, Mount Laurel IV designated Fair Share Housing Center, Inc. ("FSHC"), as an interested party in all declaratory judgment actions seeking to fix municipal affordable housing fair share obligations for the period 1987 through 2025; and

WHEREAS, the Township and FSHC negotiated a Settlement Agreement fixing the Township's affordable housing fair share obligation for the period 1987 through 2025 in the form attached; and

WHEREAS, on December 13, 2018, the Township Committee authorized the Settlement Agreement; and

WHEREAS, since December 13, 2018, events arose which required that the Settlement Agreement be amended; and

WHEREAS, these events include the Township's need for an extension of the time within which to comply with the terms and conditions of the Settlement Agreement; and

WHEREAS, on January 10, 2020, the Township filed a motion to extend the compliance period and extend temporary immunity and on January 24, 2020, FSHC filed a cross-motion to terminate immunity; and

WHEREAS, on February 14, 2020 and February 21, 2020, the Township and FSHC mediated the pending motions with the Mount Laurel Special Master appointed by the Superior Court of New Jersey; and

WHEREAS, the Township Committee is of the opinion that the Amended Settlement Agreement is in the best interest of the residents of the Township because it eliminates the uncertainty and expense of further litigation.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Chatham, County of Morris, State of New Jersey, as follows:

1. That it is in the best interest of the residents of the Township to enter into the Amended Settlement Agreement in the form attached.
2. That the Township Mayor and Clerk are hereby authorized to sign the Amended Settlement Agreement.
3. That the Township's Mayor, Administrator, Clerk, Planner, Engineer and Attorney are authorized to take those steps necessary to effectuate the Amended Settlement Agreement.
4. That this Resolution takes effect immediately upon adoption.

BE IT FURTHER RESOLVED by the Township Committee of the Township of Chatham that a copy of this Resolution and Amended Settlement Agreement be posted on the Township website and placed on file and available for public inspection in the office of the Township Clerk.

Adopted: March 12, 2020

TOWNSHIP OF CHATHAM IN
THE COUNTY OF MORRIS

Attest:



Gregory J. LaConte, Clerk

By



Michael J. Kelly, Mayor



Peter J. O'Connor, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.
Bassam F. Gergi, Esq.

March 12, 2020

Albert E. Cruz, Esq.
DiFrancesco, Bateman, Kunzman,
David, Lehrer, & Flaum, P.C.
361 Route 31
Building E, Suite 1301
Flemington, New Jersey 08822

**Re: IMO the Application of the Township of Chatham, County of Morris,
Docket No. MRS-L-1659-15**

Dear Mr. Cruz:

This letter memorializes the terms of a Second Amendment to the December 13, 2018 Settlement Agreement (“Amended Agreement”) reached between the Township of Chatham (“Township” or “Chatham”), the declaratory judgment plaintiff, and Fair Share Housing Center, Inc. (“FSHC”), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), and a defendant in this proceeding.

This Amended Agreement, if and when approved by the court at a fairness hearing, will supersede the Settlement Agreement dated December 13, 2018 (“December 13, 2018 Settlement Agreement”) and the First Amendment to the Settlement Agreement dated January 10, 2019 (“First Amendment”) previously approved by the Court, as to the terms specifically amended by this Amended Agreement.

All terms of the December 13, 2018 Settlement Agreement and First Amendment not specifically amended by this Amended Agreement will remain in full force and effect as previously approved by the Court.

Amended Agreement Terms

The Township and FSHC hereby agree to the following terms:

- 1. Paragraph 7 of the December 13, 2018 Settlement Agreement shall be replaced by the following:

The municipality, as calculated in Exhibit B to the December 13, 2018 Settlement Agreement, has a realistic development potential (“RDP”) of 200 units. That RDP will be satisfied as follows:

Developments/Compliance Mechanisms Details/Status	Units	Bonuses
1. <i>Regional Contribution Agreement (RCA) with City of Newark:</i> This 8-unit RCA was approved by the Council on Affordable Housing on November 6, 1996.	8	

Developments/Compliance Mechanisms Details/Status	Units	Bonuses
<p>2. <i>Vernon Grove Condominium at Chatham Glen, extension of expiring controls on affordable family, for-sale units:</i></p> <p>The documentation evidencing the extension of these controls for a period of at least 30 years is attached as Exhibit C to the December 13, 2018 Settlement Agreement. The extension of controls was approved by court order dated May 4, 2018, which is attached as Exhibit D to the December 13, 2018 Settlement Agreement.</p>	72	
<p>3. <i>Family rental units created through inclusionary zoning of Block 66, Lot 1, a 30.74-acre parcel with provision of off-site units phased with the market-rate units on a portion of Block 48.16, Lot 117.27 (aka "Skate Park site"):</i></p> <p>On December 14, 2017, the Township adopted Ordinance 2017-15, which applies to Block 66, Lot 1. That ordinance provides for the production of 54 market-rate homes and 24 affordable homes on-site or off-site. The Township has stated that it anticipates that 24 units will be provided at the Skate Park site. The municipality will demonstrate a realistic opportunity for 24 affordable units prior to or at the compliance hearing in this matter by providing an agreement with the developer at least 30 days prior to the compliance hearing in this matter.</p> <p>The Township, in order to show a realistic opportunity, and in view of the fact that the developer would have a 31% set aside if it provides 78 total units, including 24 affordable, agrees to provide an agreement with the developer of Block 66, Lot 1 showing the location of the affordable units and evidencing the developer's obligation to provide the affordable units and stating that the developer agrees the zoning for the site presents a realistic opportunity for the development of affordable housing; that the developer has received an adequate compensatory benefit; that the developer specifically waives any claims that could be brought asserting a taking, inverse condemnation and any related claims; and that the developer waives claims regarding the absence or inadequacy of a compensatory benefit and the absence or inadequacy of incentives to the developer required by <u>N.J.S.A. 52:27D-311h</u>. The developer must agree to waive its right to object at the fairness and compliance hearings in this matter and must agree to comply with the Uniform Housing Affordability Controls, as modified by this Agreement regarding providing units at 30% of median income, and with rents that will be adjusted annually in accordance with paragraph 14 of the December 13, 2018 Settlement Agreement, and must agree that half of the units, rounded up, will be available to low-income households, including 4 that will be available to very low income households.</p>	24	24

Developments/Compliance Mechanisms Details/Status	Units	Bonuses
<p>Prior to the fairness hearing at which this compliance mechanism is evaluated, the Township agrees to provide a letter from the developer in which the developer acknowledges and endorses the rents that it would receive for the 24 units at the Skate Park site.</p> <p>The developer shall further agree to comply with the following phasing requirements: (a) The developer must submit a building permit application for the Skate Park site by the time the first Certificate of Occupancy is issued for the market rate units at the Dixiedale Development. (b) The developer must complete the foundation for the Skate Park site by the time 40% of the market rate units at the Dixiedale Development is completed. (c) The Certificate of Occupancy for the Skate Park site must be issued by the time 70% of the market rate units at the Dixiedale Development is completed.</p>		
<p><i>4. Affordable family rental units through the development of a 100% affordable development on River Road (Block 62, Lot 71)</i></p> <p>The Township shall provide no fewer than 59 affordable two- and three-bedroom family rental units on River Road (Block 62, Lot 71) as part of a 100% affordable development. If the Township acquires part or all of an adjoining lot on River Road (Block 62, Lot 74), the Township may also use that lot for the 100% affordable development.</p> <p>No fewer than 15 of the 59 two- and three-bedroom units shall be three-bedroom units. At least thirteen percent (13%) of the three-bedroom units shall be very low income units as well as at least thirteen percent (13%) of the total number of affordable units. At least fifty percent (50%) of the units in each bedroom category shall be low income units.</p> <p>No more than twenty percent (20%) of the affordable units to be provided on River Road may be marketed with a preference for veterans for an initial period of no longer than ninety (90) days in accordance with <u>N.J.S.A. 52:27D-311(j)</u>.</p> <p>At least thirty (30) days prior to the hearing at which the fairness of this compliance mechanism is evaluated, the Township shall provide a developer's agreement between the Township and a developer for this 100% affordable development.</p>	<p>No fewer than 59**</p>	<p>26</p>
<p><i>5. Group home bedrooms on a site or sites to be identified and acquired</i></p> <p>The Township may provide up to 15 group home bedrooms on a site or sites to be identified and acquired by the Township.** Each group home bedroom shall be permitted to count as one one-bedroom unit.</p>	<p>Up to 15**</p>	

Developments/Compliance Mechanisms Details/Status	Units	Bonuses
<p>At least thirty (30) days prior to the hearing at which the fairness of this compliance mechanism is evaluated, the Township shall acquire or otherwise obtain, including through a tax foreclosure, if necessary, an appropriate site or sites for the group homes. The site or sites for the group homes shall be in existing residential areas of the Township.</p> <p>At least thirty (30) days prior to the fairness hearing on this compliance mechanism, the Township shall designate a developer for the group homes, provide all necessary documentation to the Special Master and FSHC, including that required by <u>N.J.A.C. 5:93-5.5</u>, and provide a detailed plan for the creation of the group homes.</p>		
Total:	178	50
	228	

**The combined total number of affordable family rental units to be provided on River Road and group home units shall be no fewer than 74 units. For example, if 62 family rental units are provided on River Road, at least 12 group home units must be provided (62+12=74).

- In accordance with Paragraph 22(b) of the December 13, 2018 Settlement Agreement, a duly noticed Fairness Hearing to evaluate the fairness of the present and prospective need obligations assigned to the municipality; the RDP; and all compliance mechanisms intended to satisfy the RDP and address unmet need, with the exception of the 74-unit 100% affordable family rental development on a site to be identified and provided by the municipality, was held on February 22, 2019 before the Hon. Maryann L. Nergaard, J.S.C. In her Order on Fairness and Preliminary Compliance, Judge Nergaard found that the December 13, 2018 Settlement Agreement and First Amendment had “apparent merit” and were “fair and reasonable to members of the protected class.”

Paragraph 22(b) and (c) of the December 13, 2018 Settlement Agreement anticipated that a second fairness hearing on a 74-unit 100% affordable family rental development on a site or sites to be identified and provided by the municipality would be scheduled to occur in July 2019.

In light of this Amended Agreement, the 74-unit 100% affordable family rental development required by Paragraph 7 of the December 13, 2018 Settlement Agreement is now replaced by a 100% affordable family rental development on River Road (Block 62, Lot 71) that shall provide no fewer than 59 affordable two- and three-bedroom family rental units as well as up to 15 group home units on a site or sites to be identified and acquired by the Township.

The parties shall request that the Court conduct the review and approval of the Amended Agreement and the new compliance mechanisms identified therein at a joint Fairness and Compliance Hearing. The parties shall request that the joint Fairness and Compliance Hearing be held no later than June 26, 2020.

The Township shall present its planner as a witness at the hearing.

3. A site suitability analysis of River Road (Block 62, Lot 71) prepared by the Township is attached to the Amended Agreement as Exhibit A.
4. Paragraph 10 of the December 13, 2018 Settlement Agreement shall be replaced by the following:

The Township has assumed certain obligations with regard to providing affordable housing through means other than inclusionary zoning, as follows:

- a. The non-inclusionary compliance mechanisms are as follows:
 - i. The Township has already extended controls on 72 affordable family for-sale units as documented in Exhibits C and D to the December 13, 2018 Settlement Agreement. This is sufficient to receive credits for those units, provided that during the compliance phase of this matter the municipality demonstrates how it will fund the financial contributions required with regard to those units.
 - ii. No fewer than 59 affordable two- and three-bedroom family rental units on River Road (Block 62, Lot 71) as part of a 100% affordable development.
 - iii. Up to 15 group home bedrooms on a site or sites to be identified and acquired by the Township.
- b. The Township commits itself to providing a realistic opportunity for the non-inclusionary compliance mechanisms referenced above.
- c. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that at least 30 days prior to the joint Fairness and Compliance hearing it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments and compliance mechanisms. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative funding source, such as affordable housing developer fees or municipal bonding, in the event that the funding request is not approved.
 - i. The Township acknowledges and accepts that if the Township and/or its designated developer of the 100% affordable development on River Road do not secure 9% tax credits from the New Jersey Housing and Mortgage Financing Agency in the 2021 application cycle, the Township and/or its designated developer shall not be allowed to delay the start date of construction beyond June 30, 2022, in order to apply for 9% tax credits from the New Jersey Housing and Mortgage Financing Agency in further cycles. If the Township and/or its designated developer do not secure sufficient tax credits prior to June 30, 2022, the Township acknowledges and accepts that it shall be obligated to bond for the cost of construction necessary to construct the project no later than June 30, 2022, deducting only firmly committed funding from outside sources at that time from the bond amount for the total cost necessary to complete the project. The Township may utilize New Jersey Housing and Mortgage Financing Agency 4% tax credits as part of its obligation to commence construction

- of the project no later than June 30, 2022. If, and only if, the Township and/or its designated developer of the 100% affordable development on River Road are awarded 9% tax credits in the New Jersey Housing and Mortgage Financing Agency's 2021 application cycle, then the start date of construction shall be within one year of notification of the award but no later than December 31, 2022.
- ii. At least thirty (30) days prior to the joint Fairness and Compliance Hearing, the Township shall demonstrate that adequate funding is in place to construct the group homes. The start date of construction for the group homes shall be no later than June 30, 2022.
- d. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments and compliance mechanisms, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction.
- i. At least thirty (30) days prior to the joint Fairness and Compliance Hearing, the Township shall provide a timetable showing the steps leading to the start of construction for the 100% affordable development on River Road that shall begin no later than June 30, 2022. The Township shall also indicate the entity responsible for undertaking and monitoring the construction and overall development activity.
 - ii. At least thirty (30) days prior to the joint Fairness and Compliance Hearing, the Township shall provide a timetable showing the steps leading to the start of construction for the group homes that shall begin no later than June 30, 2022. The Township shall also indicate the entity responsible for undertaking and monitoring the construction and overall development activity.
5. An essential term of this Amended Agreement is that the Township shall introduce and adopt all ordinances to implement the terms of this Amended Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Amendment Agreement as well as the December 13, 2018 Settlement Agreement and First Amendment at least thirty (30) days prior to the joint Fairness and Compliance Hearing that is to be held to evaluate the fairness of the Amended Agreement. This shall include taking all necessary steps to make available the provision of sewer and water service to the various non-inclusionary compliance mechanisms, including either access to the sewer service on Huron Drive or an extension of the sewer line on River Road for the 100% affordable development on River Road, and well and septic systems, if necessary, for the group homes.
6. Pursuant to Paragraph 23 of the December 13, 2018 Settlement Agreement, the Township agreed to reimburse FSHC's attorneys fees and costs in the amount of \$15,000 within forty-five (45) days of the Court's approval of the December 13, 2018 Settlement Agreement following a duly-noticed fairness hearing. The Township made the payment to FSHC on or about April 17, 2019. The Township was subsequently reimbursed \$15,000 by Southern Boulevard Urban Renewal, LLC.

In view of the additional time and resources required to be expended by FSHC to ensure the fulfillment of the December 13, 2018 Settlement Agreement's terms and to negotiate

this Amended Agreement, the Township agrees to pay FSHC's additional attorney's fees and costs in the amount of \$30,000 within forty-five (45) days of the Court's approval of this Amended Agreement following the joint Fairness and Compliance Hearing.

7. Upon approval and execution of this Amended Agreement by the parties and the Court's scheduling of a joint Fairness and Compliance Hearing to evaluate the fairness of this Amended Agreement, FSHC agrees to withdraw the pending January 24, 2020 Cross-Motion to Enforce Litigant's Rights that it filed in Docket No. MRS-L-1659-15. FSHC reserves the right to take all future action necessary, including motions to enforce litigant's rights, to ensure that the Township abides by the terms of this Amended Agreement as well as the applicable terms of the December 13, 2018 Settlement Agreement and First Amendment.

Upon approval and execution of this Amended Agreement by the parties and the Court's scheduling of a joint Fairness and Compliance Hearing to evaluate the fairness of this Amended Agreement, FSHC agrees to sign a Stipulation of Dismissal in that litigation styled Fair Share Housing Center, Inc. v. Township of Chatham, et al., County of Morris, State of New Jersey, Superior Court of New Jersey, Law Division, Morris County, Docket No. MRS-L-000280-20. The dismissal shall initially be without prejudice. However, FSHC agrees that the dismissal shall become with prejudice if and when this Amended Agreement is approved by the Court following the joint Fairness and Compliance Hearing.

8. If an appeal is filed of the Court's approval or rejection of this Amended Agreement, the parties agree to defend the Amended Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Amended Agreement if it is approved before the Law Division unless and until an appeal of the Law Division's approval is successful, at which point the parties reserve their right to rescind any action taken in anticipation of the Law Division's approval. All parties shall have an obligation to fulfill the intent and purpose of this Amended Agreement.
9. This Amended Agreement together with the December 13, 2018 Settlement Agreement and First Amendment may be enforced through a motion to enforce litigant's rights or a separate action filed in the Superior Court of New Jersey, Morris County.
10. Any and all Exhibits attached to this Amended Agreement are hereby made a part of this Amended Agreement by this reference thereto.
11. To the degree that any other items besides those specifically enumerated herein required by the terms of the December 13, 2018 Settlement Agreement and First Amendment have not yet been completed by the Township, those items -- including but not limited to adoption of a revised Housing Element and Fair Share Plan, adoption of any amendment to the Township's Affordable Housing Ordinance, and the preparation and adoption of a Spending Plan -- shall be completed no later than thirty (30) days prior to the joint Fairness and Compliance Hearing.
12. All other terms and conditions of the December 13, 2018 Settlement Agreement and First Amendment not specifically amended by this Amended Agreement shall remain in full force and effect and shall be incorporated as if fully set forth at length herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed, their corporate seals affixed and attested and this agreement to be effective as of the date it is executed.

TO FSHC: Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP: Albert E. Cruz, Esq.
DiFrancesco, Bateman, Kunzman,
David, Lehrer, & Flaum, P.C.
361 Route 31
Building E, Suite 1301
Flemington, New Jersey 08822
Email: acruz@newjerseylaw.net

**WITH A COPY TO THE
TOWNSHIP CLERK:** Greg LaConte, Township Clerk
58 Meyersville Road
Chatham, NJ 07928
Email: glaconte@chathamtownship.org

**WITH A COPY TO THE
TOWNSHIP
ADMINISTRATOR:** Robert S. Hoffmann, Township Administrator
58 Meyersville Road
Chatham, NJ 07928
Email: rhoffmann@chathamtownship-nj.gov

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Executive Director of Fair Share Housing Center

On behalf of the Township of Chatham, with the authorization
of the governing body:

Dated: _____

List of Exhibits to the Amended Agreement

Exhibit _____ Document

A _____ Site Suitability Analysis for 100% Affordable Development on River Road

**Exhibit A: Site Suitability Analysis for 100%
Affordable Development on River Road**

River Road Apartments

The Township will work with a tax credit developer to construct a project consisting of at least fifty-nine (59) affordable 2-bedroom and 3-bedroom units on a Township-owned site fronting on River Road (Block 62, Lot 71), which may be supplemented by the addition of Lot 74 for this project (Figure 1). Lot 71 includes 5.9 acres. If combined with the 4.1 acres on Lot 74, the development site could consist of a total of 10 acres. Whether development encompasses only Lot 71 or both Lots 71 and 74, the site will have access to public sewer either via a force main through a sewer easement along the property lines of Block 62, Lots 25 and 26 (Figures 2 and 3), or by way of a sewer line extension along River Road.

Site Suitability Evaluation

There are four categories of site suitability criteria identified by the NJ Council on Affordable Housing (COAH) as part of the prior round Rules.

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, Block 62, Lots 71 and 74 do not possess any title encumbrances that would preclude development of affordable housing. Lot 71 is Township-owned through municipal foreclosure and free of encumbrances. Lot 74, which may be acquired by the Township, hosts an occupied single-family dwelling. Lots 25 and 26, each roughly 20,000 square feet and hosting a single family dwelling, could have a sewer easement along their common property line. Chatham Township may condemn the required area from Lots 74, 25 and 26, if a negotiated sale is not possible.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The properties are surrounded by residential uses. To the North, single family homes line the frontage of Huron Drive. Adjacent lots to the east and west are large and occupied by single family dwellings, and two (2) smaller homesites along River Road are situated between Lots 71 and 74. Nearby, northeast on River Road, is the Cardinal Hill apartment complex. To the southwest along River Road, the Chatham Township Volunteer Fire Department operates a firehouse in a setting of and open space along the river.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

The properties are within the Sewer Service Area and the proposed development can be serviced by public water and sewer. Sewer Access will either be achieved via a sewer easement between Lots 25 and 26 or via a sewer line extension along River Road. Adequate sewer capacity exists to service the site.

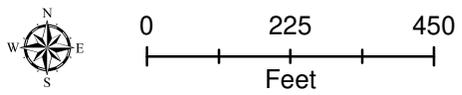
4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

The site includes significant steep slope areas which are typical along River Road (Figure 4). The site slopes steeply uphill from River Road with a narrow plateau between sloping portions of the lots. Switch-back driveway design will be required to access the less steep portions of the site.

The majority of development along River Road has been able to develop by taking advantage of areas with flatter slopes. The development of these properties will require a development plan that will limit steep slope disturbance and retain the trees on these heavily wooded properties. Apart from steep slopes, there appear to be no physical impediments or physical characteristics that would prevent development on the properties in accordance with the Residential Site Improvement Standards (RSIS) (Figure 1). There are no wetlands, floodplains or stream corridors and it appears that the parcels may be developed in accordance with the RSIS.

Figure 1 Block 62, Lots 25, 26, 71 and 74

Chatham Township, Morris County
Februaury 2020



Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
NJDEP 2012 Land Use Land Cover
FEMA 100 Year Floodzones

BANISCH
ASSOCIATES, INC.
Planning and Design

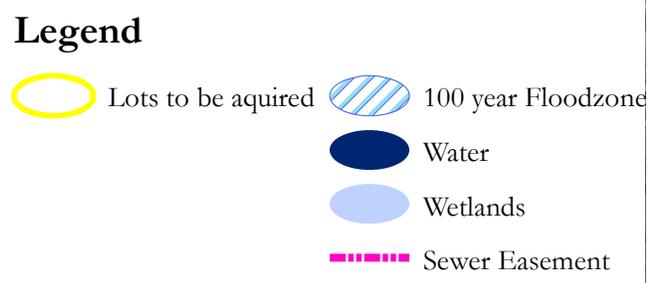
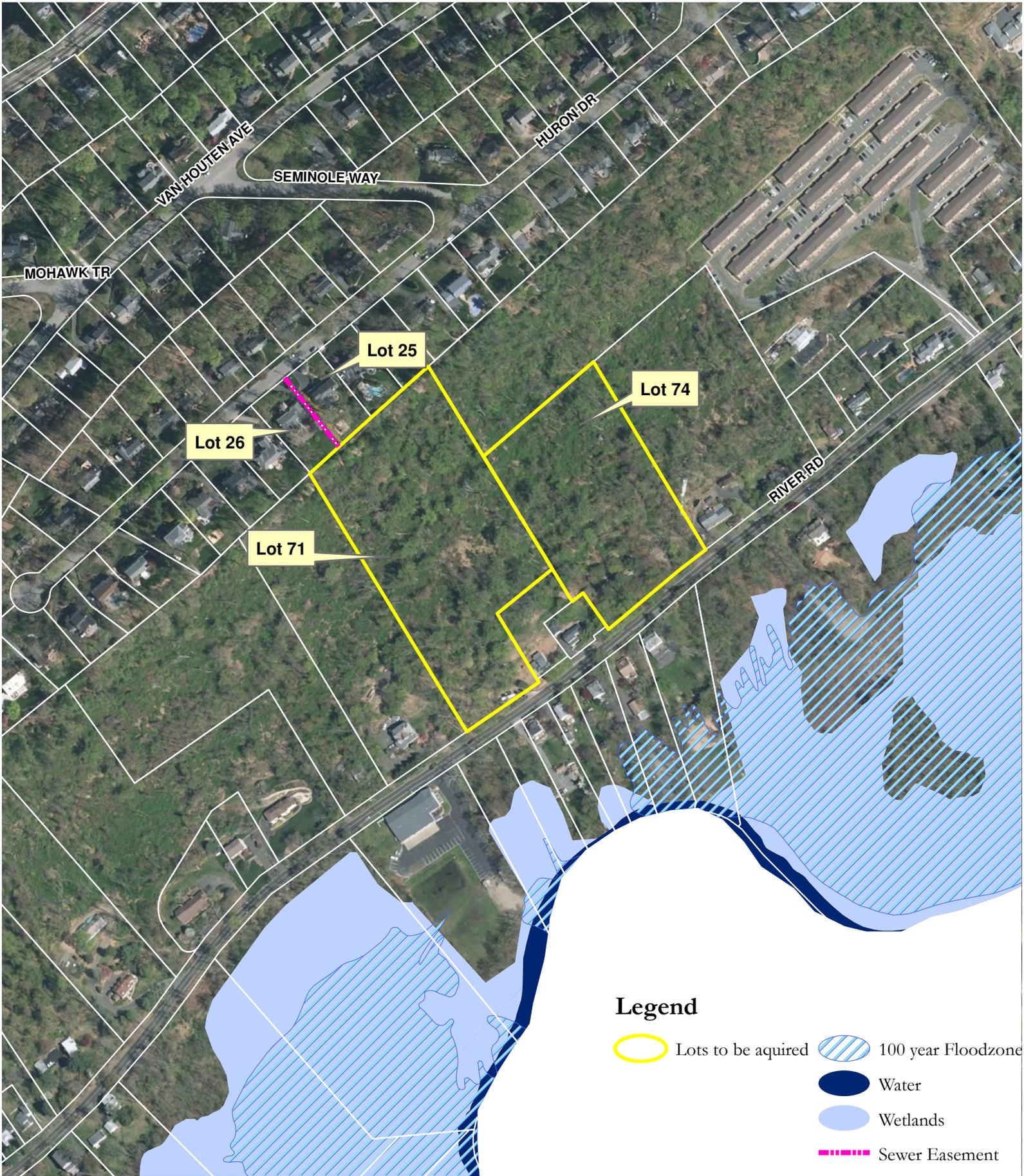
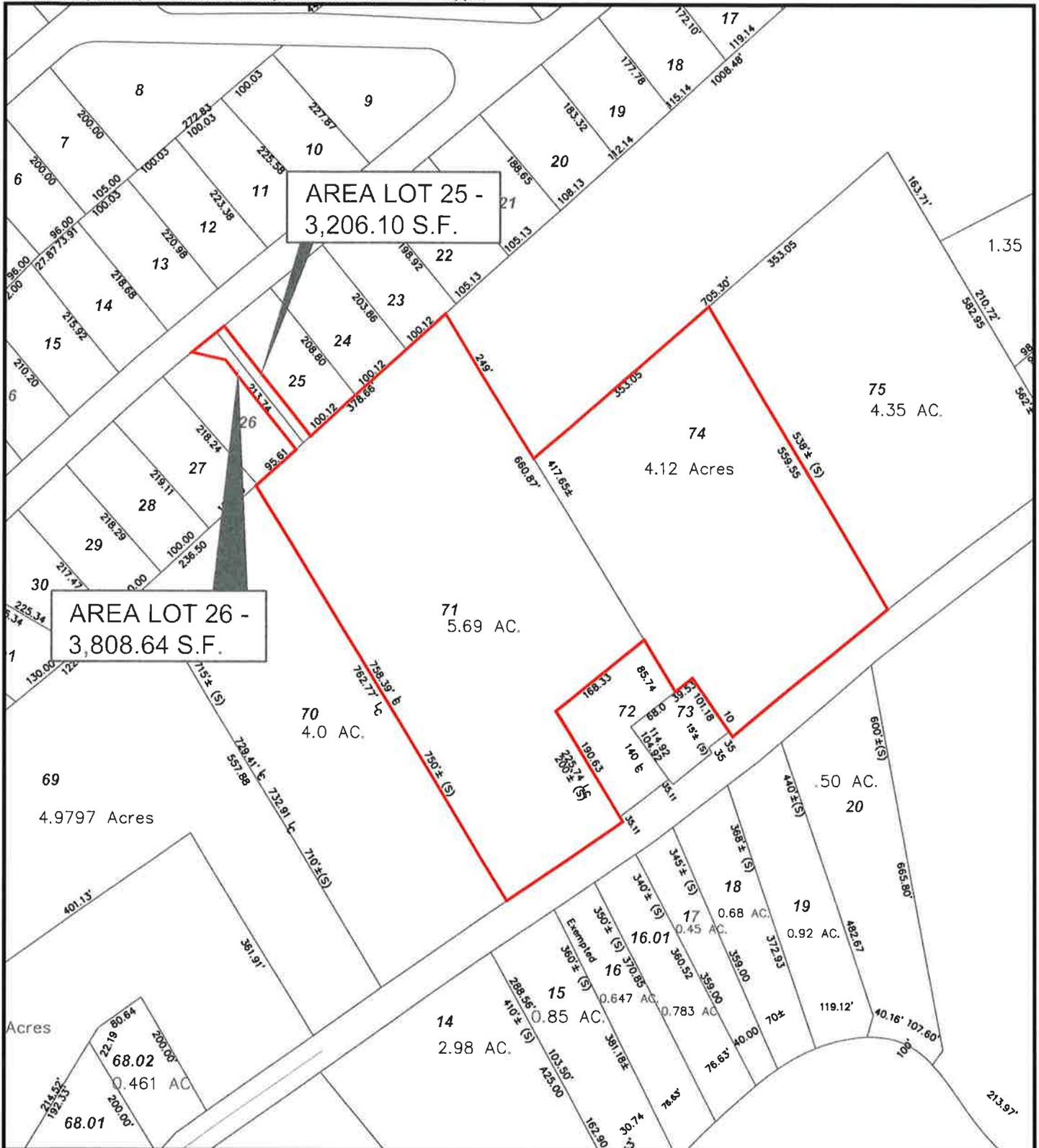


Figure 2

CADD: L:\MUNICIPAL\CHATHAM\1364330_2018_GENERAL_ENGINEERING\RIVER ROAD REDEVELOPMENT PARCEL MAP.DWG 3/4/2020 10:38:00 AM



TOWNSHIP OF CHATHAM
MORRIS COUNTY, NEW JERSEY

BLOCK 62
LOT 71, 74, 25 & 26
LOCATION MAP
SCALE: 1"=200'

Figure 3

CADD: L:\MUNICIPAL\CHATHAM\1304330_2018_GENERAL_ENGINEERING\RIVER ROAD REDEVELOPMENT PARCEL MAP.DWG 3/4/2020 10:38:00 AM



TOWNSHIP OF CHATHAM
MORRIS COUNTY, NEW JERSEY



BLOCK 62
LOT 71, 74, 25 & 26
LOCATION MAP
SCALE: 1"=200'

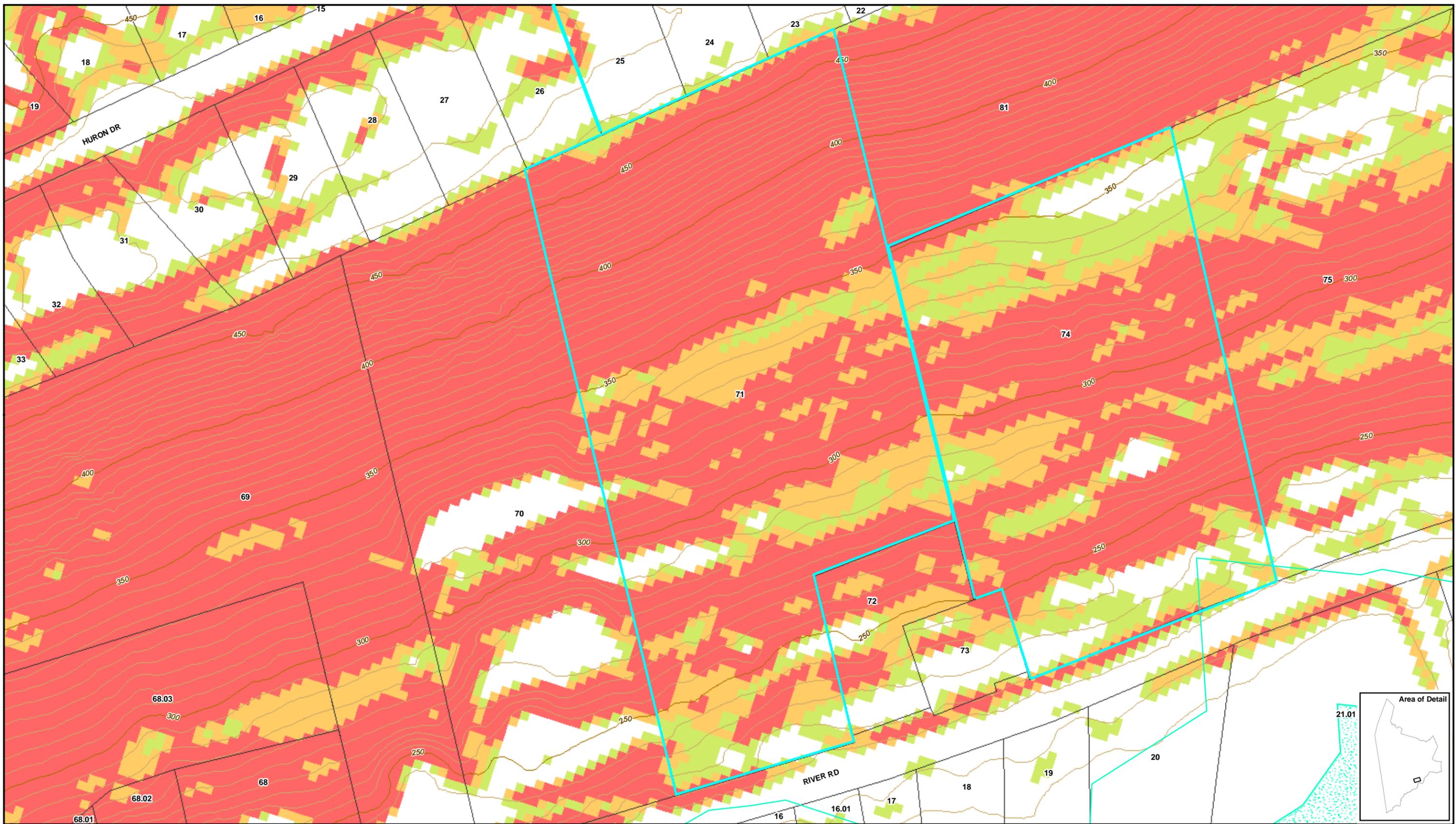


Figure 4

- LEGEND:**
- Wetlands Transition Area 150 feet3
 - > 25%
 - Parcel Boundary
 - < 15%
 - 15% - 20%
 - 20% - 25%
 - Wetland



57

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

Map Document: (M:\Chatham Twp\GIS\Assignments\FairHousingAnalysis\RiverRoad_Lot69_Slopes.mxd) 3/20/2019 1:53:17 PM MAR2518

M M MOTT MACDONALD	TOWNSHIP OF CHATHAM				
	FIGURE 1: STEEP SLOPE ANALYSIS				
412 Mt Kemble Avenue Morristown, New Jersey 07960	Designed SJA	Drawn DSC	Checked DJH	Approved	Date 3/20/2019