

LAND DEVELOPMENT

315 Attachment 6

Township of Bloomfield

Standard Development Application

Township of Bloomfield Standard Development Application				
TO BE COMPLETED BY TOWNSHIP STAFF ONLY				
Date Filed:		Date Deemed Complete:		Application No:
GENERAL INSTRUCTIONS: To the extent possible, applicant shall complete every question. When completed, this application shall be submitted to the Planning Board Secretary (if an application to the Planning Board) or the Zoning Officer (if an application to the Board of Adjustment). The proper application and escrow fees must accompany the application. Do not advertise for a public hearing until you are advised to do so by the Board.				
Indicate to which Board application is being made:				
☐ Planning Board		☒ Board of Adjustment		
Indicate all approvals and variances being sought:				
☐ Informal Review	☒ Prelim. Major Site Plan	☐ Interpretation		
☒ Bulk Variance(s)	☒ Final Major Site Plan	☐ Fill or Soil Removal Permit		
☒ Use Variance	☐ Prelim. Major Subdivision	☐ Waiver of Site Plan Requirements		
☐ Conditional Use Variance	☐ Final Major Subdivision			
☐ Minor Site Plan	☐ Appeals from Decision of Admin. Officer			
☐ Minor Subdivision	(attach the denial/decision)			
1. APPLICANT				
Name		Address		
Ioannis Golemis		8701 Churchill Road, Apt. 1501		
City	State	Zip	Telephone	Fax
North Bergen	NJ	07047	201-960-5379	
2. PROPERTY OWNER (if other than applicant)				
Name		Address		
Golemis Realty LLC		500 Passaic Avenue		
City	State	Zip	Telephone	Fax
East Newark	NJ	07029	201-960-5379	
3. SUBJECT PROPERTY (attach additional sheets if necessary)				
Street Address		Block(s) and Lot(s) Numbers		
78-88 Locust Avenue		Block 129, Lot 70		
Site Acreage and Square Footage		Zone District(s)		Tax Sheet Nos.
0.9643 Acres and 42,003 SF		M-1, General Industrial		
and approx. 7,000 SF is in the R-2B, Two Family Zone				

BLOOMFIELD CODE

Present Use Vacant Lot				
Proposed Development Name and Nature of Use Multi-Family Residential Development				
Number of New Buildings 1 Proposed Building	Square Feet of New Building(s) 14,529.50 Square Feet	Height 61.84 Ft AE 61.64 Ft FE	% of Lot to be Covered by Buildings 34.74%	
% of Lot to be Covered by Pavement 27.54%	Number of Parking Spaces and Dimensions 67 Parking Stalls (14 Tandem Stalls) See Site Plan Set for Proposed Dimensions		Dimensions of Loading Area(s) 22 feet x 18 feet	
Exterior Construction Material/Design Please see attached site plan submission set				
Total Cost of Building and Site Improvements \$12,500,000	Number of Lots Before Subdivision N/A	Number of Lots After Subdivision N/A	Are Any New Streets or Utility Extensions Proposed? New Utility Services	
Number of Existing Trees, Two-Inch Caliper or Greater, to be Removed 25 Proposed Tree Removals	Are Any Structures to be Removed? No		Number of Proposed Signs and Dimensions TBD	
Is Soil Removal or Fill Proposed? Specify Total in Cubic Yards. Approximately 10,000 CY of Cut		Is the Property Within 200 feet of an Adjacent Municipality? If so, which. No		
4. Are there any existing or proposed deed restrictions or covenants? Please detail. Yes, please see attached herein.				
5. HISTORY OF PAST APPROVALS ☐ Check here if none				
	APPROVED	DENIED	DATE	
<i>Subdivision</i>	Yes		5/11/2006	
<i>Site Plan</i>	Yes		5/11/2006	
<i>Variance(s)</i>	Yes		5/11/2006; 5/18/2011	
<i>Building Permit</i>	Yes		11/20/2006	
6. APPLICANT'S ATTORNEY (if applicable)				
Name Jennifer M. Porter Esq.		Address c/o Chiesa Shahinian & Giantomasi PC 105 Eisenhower Parkway		
City Roseland	State NJ	Zip 07068	Telephone 973-530-2071	Fax

LAND DEVELOPMENT

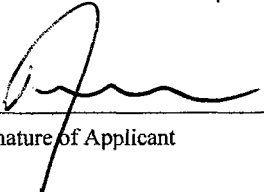
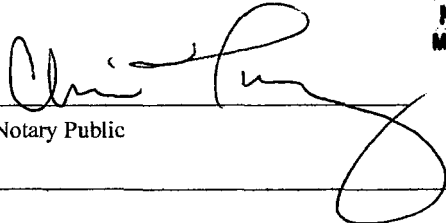
7. NAMES OF PLAN PREPARERS				
Engineer's Name Neglia Group David Juzmeski, PE and John J. Dunlea, PE		Address 34 Park Avenue		
City Lyndhurst	State NJ	Zip 07071	Telephone (201) 939-8805	License # David Juzmeski: 46751 John J. Dunlea: 56308
Surveyor's Name Neglia Group Gary A. Veenstra, PLS		Address 34 Park Avenue		
City Lyndhurst	State NJ	Zip 07071	Telephone (201) 939-8805	License # 24GS03721300
Landscape Architect or Architect's Name AB DESIGN STUDIO AUGUSTIN PEYCHINOV		Address 420 East Haley Street		
City SANTA BARBARA	State	Zip 93101	Telephone (805) 963-2100	License # 21A102205400
8. FEES SUBMITTED				
Application Fees		\$2,450.00 (prelim) + \$1,275.00 (final)		
Variance Fees		\$1,500.00 ("D") + \$1,800.00 ("C")		
Escrow Fees		TBD		
Total Fees				
CERTIFICATION				
I certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual applicant or that I am an officer of the corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant. I hereby permit authorized Township officials to inspect my property in conjunction with this application.				
 Signature of Applicant		Sworn to and subscribed before me this date <u>10/16/2023</u>		
		 Notary Public		
Property Owner Authorizing Application if Other Than Applicant		CHRISTOPHER L. TAVAREZ NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JUNE 2, 2024		

EXHIBIT A

Golemis Realty, LLC
78-88 Locust Avenue (Block 129, Lot 70)
Bloomfield Township, Essex County, New Jersey

Project Description

I. Overview

The applicant, Golemis Realty, LLC (“Applicant”), is requesting preliminary and final major site plan approval, and use (D-1, D-4 and D-6) and bulk variance relief to develop a multi-family residential development consisting of forty-four (44) units on property located at 78-88 Locust Avenue and identified as the Township of Bloomfield Tax Map as Block 129, Lot 70 (the “Property”).

II. Existing Property and Conditions

The Property is currently comprised of 0.9643 acre (42,003 sf) and is vacant. The Property was previously developed with an industrial building that was part of the former Peerless Tube Factory that was demolished in 2021.

III. Prior Approvals

The Property has been subject to several prior approvals. The Bloomfield Township Zoning Board of Adjustment (“ZBA”) previously granted preliminary and final site plan approval and minor subdivision approval (with D-1, D-4, height, setback and building coverage variances and bulk variances) in connection with a proposed 2 building residential development on 58 Locust Avenue aka Block 129, Lots 60 and 70. A portion of the parking lot from Lot 60 (approximately half an acre) was subdivided off and added to lot 70 in order to make the development accessible on two streets. The application had been bifurcated with preliminary approval received on February 9, 2006 and Final Approval granted March 9, 2006 and memorialized on May 11, 2006. An extension of final site plan approval for 58 Locust Avenue aka Block 129, Lots 60 and 70 was granted by the ZBA on June 12, 2008 and memorialized on March 19, 2009. Further, amended preliminary and final site plan approval for 58 Locust Avenue, Block 129, Lots 60 and 70 was granted on April 21, 2011 and memorialized May 18, 2011. This amendment reduced the height and density of one of the proposed residential buildings thereby decreasing the number of proposed residential units to 40 and the number parking spaces for cars on the adjacent self-storage lot from 16 spaces to 10 spaces for overnight parking only. Due to the permit extension act the previously obtained approvals were recognized to be extended through December 31, 2011. No residential development ever occurred and the approvals have since

expired. However, the subdivision was perfected when Subdivision Deed no 703926 was recorded in Book 12039 at Page 8820 on March 23, 2007. The deed was between Parkway Self Storage LLC and Parkway Self Storage LLC. This was a corrective subdivision deed with the original having been recorded November 14, 2006 in Deed Book 6406, Page 375 with the incorrect spelling of Grantor and mis ordered pages in descriptions. The deed also created two perpetual parking easements: (i) 5,049 sf over a portion of Lot 60 for Lot 70's benefit and (ii) 901 sf over a portion of lot 60 for lot 70's benefit. The Subdivision Deed is in compliance with the ZBA Resolution approved May 11, 2006.

IV. Zoning

The Property is split-zoned as a result of the subdivision referenced above. The majority of the almost 1-acre parcel is located in the M-1 General Industrial Zoning District. Approximately 7,000 square feet of the Property is located in the R-2B Two-Family Zoning District. Per Section 315-34 of the Zoning Code, since the more restrictive provisions of either zone shall prevail for the entire Property, the R-2B Zone controls the development on the Property. Multi-family residential is not permitted use within the R-2B Zone and as such, a "D-1" use variance and associated Bulk Variance relief is required.

V. Preliminary & Final Major Site Plan Approval and Use & Bulk Variances

Applicant seeks preliminary and final major site plan approval and use and bulk variance relief to develop a multi-family residential development consisting of forty-four (44) units the Property. As noted above, multi-family residential is not permitted use in the R-2B Zone and a portion of the Property falls within the R-2B zone, which controls the Property. As such, a "D-1" use variance is required to permit a multi-family residential development. A "D-4" floor area ratio ("FAR") variance is also required, as 0.5 is permitted and 2.52 is proposed. Further, a "D-6" height variance is required for the height of the multi-family residential development, as 40 feet is permitted and 61.84 feet is proposed.

In addition, the Applicant seeks bulk relief from the R-2B bulk criteria for the following: (i) maximum building coverage, as 25% is permitted and 33% is proposed; (ii) minimum rear yard setback, as 25 feet is required and 5 feet, 0.4 inches is proposed; and (iii) minimum side yard setback, as 6 feet is permitted and 5 feet is proposed. Further, the Applicant is seeking the following design waivers/variances: (i) maximum number of fence along property line, as 1 fence is permitted and 1 new fence along the westerly Property line in addition to the existing fence on the side of the Property line outside the setback limit is proposed; (ii) maximum lighting intensity for property line, as 0.1 footcandle is permitted and 9.2 footcandles is proposed; (iii) parking area curbing material, as granite block is required and most of the curbing is granite

block, but some is required to be concrete. The Applicant is seeking a waiver from the tree removal requirements. Further, the Applicant is seeking a de minimis exception from the Residential Site Improvement Standards (the "RSIS") as 82 parking spaces are required and 67 parking spaces (inclusive of 14 tandem spaces) are proposed.

Architectural, Engineering, Traffic and Planning testimony will be provided to the ZBA in support of the Application.

EXHIBIT B

2002-2003

office
copy

RESOLUTION OF THE
TOWNSHIP OF BLOOMFIELD
ZONING BOARD OF ADJUSTMENT

RESOLUTION IN THE MATTER OF THE APPLICATION
OF BLOOMFIELD PROPERTIES SPECIAL, LLC FOR A
USE VARIANCE AND FOR PRELIMINARY AND FINAL
SITE PLAN APPROVAL PERMITTING THE CONVERSION
OF A MANUFACTURING AND STORAGE FACILITY
LOCATED AT 58-76 LOCUST AVENUE TO A SELF-
STORAGE AND WAREHOUSE FACILITY.

WHEREAS, Bloomfield Properties Special, LLC, submitted an
application with respect to premises located at 58-76 Locust
Avenue in the Township of Bloomfield, Block 129, Lot 60, for a
variance pursuant to N.J.S. 40:55D-70(d)(1) and for preliminary
and final site plan approval, to permit the conversion of a
manufacturing and storage facility to a self-storage and
warehouse facility; and

WHEREAS, Applicant is a contract purchaser of the subject
property, which is currently owned by Peerless Tube Company; and

WHEREAS, a (d)(1) variance is necessary because the subject
property is located in the M-1, General Industrial Zone, which
does not permit self-storage and warehousing operations; and

WHEREAS, a hearing on this application was held before the
Bloomfield Zoning Board of Adjustment on November 7, 2002; and

WHEREAS, the Applicant filed an affidavit with this Board
showing compliance with the statutory requirements concerning
notice to the affected property owners and of making proper and
timely publication of the application in the official newspaper
of the Township of Bloomfield.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield as follows:

This is an application for a use variance pursuant to N.J.S. 40:55D-70(d)(1) and for preliminary and final site plan approval to permit the conversion of a manufacturing and storage facility located at 58-76 Locust Avenue in the Township of Bloomfield to a self-storage and warehouse facility. The proposed conversion would not involve alterations to the exterior of the structure on the site or to the parking area; only the interior of the building will be modified. Since self-storage and warehouse facilities are not permitted uses in the M-1 Zone, the Applicant must obtain a use variance pursuant to N.J.S. 40:55D-70(d)(1), as a precursor to the requested preliminary and final site plan approval.

The granting of a "d(1)" variance requires that the Applicant demonstrate "special reasons" for the granting of the application, i.e., that conversion to a self-storage and warehouse facility would promote the general welfare because the site is particularly suitable for the proposed use. Additionally, the Board must be satisfied that the granting of the application would not impose a substantial detriment to the public good or substantially impair the intent and purpose of the municipal master plan or zoning ordinance. Applicant must also demonstrate compliance with the Township's Site Plan Ordinance.

Applicant was represented by Ralph J. Salerno, Esq., of the firm Soriano, Henkel, Salerno, Biehl & Matthews. Mr. Salerno presented the testimony of three witnesses: (1) Ernest Vallorano, a Vice President and principal of the Applicant; (2) Eric Keller of the firm Omland Engineering Associates and a traffic and transportation engineer; and (3) William H. Hamilton, a Licensed Professional Planner. Several members of the public addressed the Board and the Applicant's witnesses. None expressly opposed the application, but rather sought clarification on various issues of concern to the public.

Based on the evidence presented at the hearing, the Board made the following findings of fact:

1. Applicant is a contract purchaser of the largest of the Peerless Tube Company buildings located at the corner of Locust Avenue and John F. Kennedy Boulevard;
2. Peerless Tube conducted manufacturing and incidental storage operations at the site;
3. Peerless Tube has filed for bankruptcy, and the site is currently vacant;
4. Peerless Tube owes the Township of Bloomfield in excess of \$500,000.00 in back property taxes and other assessments;
5. Proceeds from the sale would be used to pay the obligation to the Township;
6. Applicant seeks to convert the site to a self-storage and warehouse facility;

7. The subject lot is located in the M-1 Zone, which does not permit self storage or warehousing uses;

8. The property is approximately 2.89 acres, upon which sits a structure containing 123,118 square feet of floor area encompassed within three floors;

9. Applicant proposes no alteration, modification or addition to the exterior of the structure, with the exception of signage;

10. Applicant will retain the current signage on the building, modified for its particular use;

11. The warehouse component of Applicant's proposed use will be located on the first floor, within the newer section of the structure. It will comprise 41,325 square feet of floor area;

12. There are two loading platforms on the north side of the building, which can accommodate the expected truck traffic to the warehouse;

13. Truck traffic is anticipated to include twenty to forty foot sea containers delivering goods to the warehouse and twenty to forty foot tractor trailers used to transport goods from the warehouse;

14. The goods to be stored in the warehouse are related to Applicant's bedding business, and will consist of imported bed sheets, comforters and pillow cases. The goods are packed in plastic and stored in cardboard boxes;

15. The hours of operation for the warehouse would be Monday through Friday, 7 a.m. to 5 p.m and Saturday, 7 a.m. to 3 p.m.;

16. Applicant anticipates devoting a maximum of eight (8) employees to its warehouse operation;

17. The conversion of the remaining 81,793 square feet to self-storage would occur in three stages;

18. Applicant would initially construct 153 storage areas on the first floor each of which would be 10 feet by 10 feet. An office area and restrooms would also be located on the first floor;

19. The second stage would involve the construction of four hundred six (406) storage areas on the second floor, including 373 storage areas measuring 10 feet by 10 feet, 21 storage areas measuring 7 feet by 10 feet and 12 storage areas measuring 5 feet by 10 feet;

20. The third stage consists of constructing 117 storage areas on the third floor, including 101 10'X10' units and 16 8'X10' units;

21. Each storage area will be 7.5 feet high and enclosed at the top with wire mesh to permit sprinkler system access;

22. Patrons will access the self-storage units from a loading dock with a covered door which is at street level. An existing elevator will be used to access the second and third floors;

23. Customers must enter into a month-to-month lease when renting a storage area. Applicant will obtain a copy of the each customer's driver's license at the time the lease is executed;

24. Applicant anticipates employing two full-time and two part-time employees to operate the self storage business. The hours of operation will be 8 a.m. to 8 p.m. Monday through Friday, 8 a.m. to 5 p.m. on Saturday and 11 a.m. to 4 p.m. on Sunday. Two self-storage employees will be on duty at all times;

25. The self-storage areas will be monitored by 32 closed circuit cameras. The monitors will be located in the office, so at the time customers lease a unit, they are aware that they will be under visual surveillance;

26. Applicant currently operates two other self-storage facilities, one in Rahway, NJ and the other in Gent, Belgium;

27. New Jersey in general, and the Bloomfield area in particular, are under served by self-storage facilities;

28. If demand warrants, Applicant will convert the warehouse space to self-storage by adding additional storage units;

29. Applicant will comply with all fire code requirements. There is currently a wet sprinkler system which Applicant believes is adequate, but which is subject to review by the Township's fire code official;

30. The site is currently fenced on all sides, with the exception of the driveway leading to the loading area;

31. The storage units will be accessible only from the interior of the structure;

32. Applicant will obtain appropriate insurance coverage;

33. Only the customer will have access to the storage unit leased by him/her. By law, Applicant cannot obtain access to the unit unless with the consent of the customer or in an emergency, and in the latter instance, only by drilling out the lock;

34. State law also regulates the type of items customers may place in the units. Restrictions include perishables and toxic materials. The lease executed by each customer acknowledges the limitations on storage content;

35. Applicant's proposed use as a self-storage and warehouse facility will have less of an impact on traffic in the neighboring community, which includes an adjacent school, than the Peerless Tube's manufacturing operation;

36. Parking is adequate since there is space for 71 cars and Applicant anticipates no more than ten (10) employees on site at any time. Peerless Tube's operation at the site included three (3) shifts and 750 employees;

37. The proposed use will not change the character of the neighborhood, since it will be less intensive than the previous use and fits with the mixed-use character of the neighborhood, which includes industrial uses to the north and south and the school and single and multiple-family dwellings to the west; and

38. The new Master Plan recently adopted by the Township Planning Board recommends modifications to the M-1 Zone to encourage more light industrial uses and to include warehousing and self-storage as permitted uses in the Zone.

On the basis of these findings of fact, the Board made the following conclusions of law:

1. The site is particularly suited for the proposed use because of its proximity to the Garden State Parkway, the structure can be converted from manufacturing to self-storage without altering the exterior of the structure and the presence of adequate loading and parking areas;

2. The proposed use further enhances the general welfare of the community because it would be less intensive than the prior manufacturing use, it would bring a currently vacant building into use, thus preserving the value of the property and it would benefit the community because it provides a service currently lacking in the area;

3. The proposed use is harmonious with changes to the M-1 Zone recommended in the Master Plan recently adopted by the Township Planning Board;

4. The proposed use serves the public good since it would have a positive effect on the surrounding neighborhood, and no negative impact on either the community or the Township's zoning plan was evident from the testimony presented;

5. Section 36-33 of the Township's Ordinances authorizes the Board of Adjustment to hear and decide a variance application even though there are delinquent taxes and assessments on the subject property, provided that any approval of the variance application is made contingent upon payment of the outstanding taxes and assessments.

On the basis of these findings of fact and conclusions of law, and the discussion of the Members of the Board present at the hearing, the Zoning Board of Adjustment of the Township of Bloomfield, by a six to zero vote, determined that the Applicant should be granted a use variance since it had met the necessary criteria for the approval of a "d" variance and that preliminary and final site plan approval was appropriate since Applicant's plans met the requirements of the Township's Site Plan Ordinance.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield that the application for a "d(1)" variance and for preliminary and final site plan approval, to permit the conversion of a manufacturing facility to a self-storage and warehouse facility at property located at 58-76 Locust Avenue, Block 129, Lot 60, be and hereby is GRANTED, subject to conformance with the plans accompanying the application submitted to the Board, to building and fire code requirements, to any other necessary approvals and to payment of all delinquent taxes and assessments.

IN FAVOR OF GRANTING THE VARIANCE AND SITE PLAN APPROVAL:

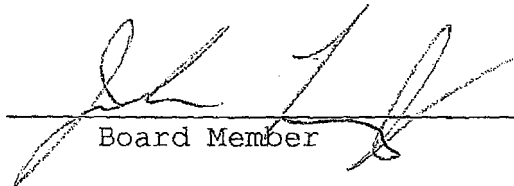
Mr. DeMarino	Yes
Chairman Lazar	Yes
Mr. Malfatto, Sr.	Yes
Mr. Mauro	Yes
Mr. Perthold	Yes
Mr. Slaughter	Yes

(6) Yes

OPPOSED TO GRANTING THE VARIANCES AND SITE PLAN APPROVAL:

(0) No

The undersigned, a member of the Township of Bloomfield Zoning Board of Adjustment, certifies that the foregoing is a true copy of the Resolution adopted on the 16th day of January, 2003 to reflect the action taken by said Board on the 7th day of November, 2002.


Board Member

**RESOLUTION OF THE
TOWNSHIP OF BLOOMFIELD
ZONING BOARD OF ADJUSTMENT**

RESOLUTION IN THE MATTER OF THE APPLICATION OF PARKSIDE AT BLOOMFIELD, LLC AS APPLICANT AND PARKWAY SELF STORAGE, LLC AS OWNER, FOR AN EXTENSION OF FINAL SITE PLAN APPROVAL AND THE GRANTING OF USE AND OTHER (D) AND (C) VARIANCES, PERMITTING THE CONSTRUCTION OF TWO MID-RISE APARTMENT BUILDINGS AT PROPERTY LOCATED AT 58 LOCUST AVENUE, BLOCK 129, LOTS 60 AND 70.

WHEREAS, Parkside at Bloomfield, LLC, as applicant and Parkway Self Storage, LLC, as owner, filed an application with respect to premises located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, for variances pursuant to N.J.S. 40:55D-70(d) and (c), for preliminary and final site plan approval and for a minor subdivision, to permit the construction of two mid-rise apartment buildings totaling 44 units; and

WHEREAS, the Board and the Applicants agreed to bifurcate the application and accordingly the variances were approved at the Board meeting held February 9, 2006 and preliminary and final site plan approval and the minor subdivision were approved at the Board meeting held March 9, 2006, subject to certain specified conditions; and

WHEREAS, by resolution dated May 11, 2006, the Board adopted a resolution memorializing the approvals granted on February 9

and March 9, 2006. Notice of the adoption of the Resolution was published on May 24, 2006; and

WHEREAS, the deed and plats effectuating the minor subdivision were filed by the Applicant within the 190-day period established by N.J.S.A. 40:55D-47; and

WHEREAS, final site plan approval is protected from changes to the Township's Zoning Ordinance for a period of two years from the date of adoption of the resolution granting final approval pursuant to N.J.S.A. 40:55D-52; and

WHEREAS, pursuant to Section 315-9(H) of the Township's Land Development Ordinance, the variances granted by the Board expire after two years from notice of publication of adoption of the resolution if construction of the project has not commenced; and

WHEREAS, the Applicant filed an application pursuant to N.J.S. 40:55D-52(a), which authorizes the Board, at its discretion, to grant three (3) extensions of final site plan approval, each for a period of one year, if the "developer has followed the standards prescribed for final approval"; and

WHEREAS, the Board may also exercise its discretion and grant an extension of time to implement the variances; and

WHEREAS, no notice of this application for an extension of final site plan approval was required under either the Township's Ordinance or the Municipal Land Use Law (N.J.S. 40:55D-12); and

WHEREAS, a hearing on the application for an extension of final site approval and of the time permitted to implement the variances was held on June 12, 2008.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield as follows:

This is an application pursuant to N.J.S. 40:55D-52(a) seeking a one year extension of final site plan approval and of (d) and (c) variances previously granted by the Planning Board by Resolution dated May 11, 2006. Final site plan approval affords an applicant protection from changes in the Township's zoning regulations for a period of two years from the date of adoption of the resolution memorializing final site plan approval.

(N.J.S. 40:55D-52(a).) Section 315-9(H) of the Borough's Land Development Ordinance dictates that variances granted by a board "shall expire by limitation unless such construction or alteration shall have been actually commenced on each and every structure permitted by said variance, or unless such specified use has actually been commenced, within two years from the date of publication of the notice of the decision of the Board granting the variance," Section 52(a) of the MLUL permits extensions of the protection afforded an applicant from changes in the zoning ordinance at the discretion of the Board. Similarly, the Board has discretion to extend the time for implementing the variances.

The Applicants were represented by Robert C. Williams, Esq., who presented the facts supporting the extension request.

Applicants' request for a one year extension was based on the deterioration of the housing and lending markets. Basically, it is not economically feasible to begin construction of the project at this time.

On the basis of these facts, the Board concluded, by a vote of five in favor and one opposed, that the Applicant had presented sufficient justification to warrant a one-year extension of final site plan approval pursuant to N.J.S. 40:55D-52(a) and of the time to implement the variances.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield that the application of Parkside at Bloomfield, LLC, as applicant and Parkway Self Storage, LLC, as owner, with respect to premises located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, seeking an extension of final site plan approval and the time for implementing the variances previously granted by the Board, for a period of one year from May 11, 2008 and May 24, 2008, respectively, be and hereby is GRANTED.

IN FAVOR OF GRANTING THE EXTENSION:

Mr. Balnicki	Yes
Ms. Barucky	Yes
Mr. Debold	Yes
Mr. Mauro	Yes
Mr. Rockwell	Yes

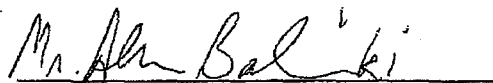
(5) Yes

OPPOSED TO GRANTING THE EXTENSION:

Chairman Michalski	No
--------------------	----

(1) No

The undersigned, a member of the Township of Bloomfield Zoning Board of Adjustment, certifies that the foregoing is a true copy of the Resolution adopted on the 19th day of March, 2009, to reflect the action taken by said Board on the 12th day of June, 2008.


Board Member

**RESOLUTION OF THE
TOWNSHIP OF BLOOMFIELD
ZONING BOARD OF ADJUSTMENT**

RESOLUTION IN THE MATTER OF THE APPLICATION
OF PARKSIDE AT BLOOMFIELD, LLC AS APPLICANT
AND PARKWAY SELF STORAGE, LLC AS OWNER, FOR
USE AND OTHER (D) VARIANCES, BULK VARIANCES,
AND SITE PLAN AND SUBDIVISION APPROVALS
AUTHORIZING THE CONSTRUCTION OF TWO MID-RISE
APARTMENT BUILDINGS AT PROPERTY LOCATED AT 58
LOCUST AVENUE, BLOCK 129, LOTS 60 AND 70.

WHEREAS, Parkside at Bloomfield, LLC, as applicant and Parkway Self Storage, LLC as owner, submitted an application with respect to premises located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, for variances pursuant to N.J.S. 40:55D-70(d) and (c), for preliminary and final site plan approval and for a minor subdivision, to permit the construction of two mid-rise apartment buildings totaling 44 units; and

WHEREAS, the proposed subdivision would add to Lot 70 that portion of Lot 60 which is a parking lot for an existing self storage facility, in order to construct two mid-rise apartment buildings on Lot 70; and

WHEREAS, approximately one-sixth of Lot 70, after the subdivision, would be located in the R-2B, Two-Family Zone, with the remainder in the M-1, Industrial Zone, and multi-family dwellings are not permitted in either Zone; and

WHEREAS, more than one principal building is not permitted on any lot, thus necessitating an additional (d)(1) variance;

WHEREAS, assuming subdivision approval, (d) variances for that portion of Lot 70 in the R-2B Zone are also required for height and floor area ratio; and

WHEREAS, (c) variances are arguably required for rear yard setback and building coverage violations for that portion of Lot 70 in the R-2B Zone, for the garbage dumpster, an accessory structure, in the front yard of Lot 70 on Willow Street, and side yard setback and building coverage violations for the remaining portion of Lot 60; and

WHEREAS, hearings on this application were held before the Bloomfield Zoning Board of Adjustment on September 8, 2005, October 6, 2005, January 12, 2006, February 9, 2006 and March 9, 2006; and

WHEREAS, at the February 9, 2006 hearing, the application was bifurcated, with approval granted for all variances. Additional site plan review was necessitated by Applicant's agreement to reduce the size of one of the proposed buildings from four stories to three stories; and

WHEREAS, at the March 9, 2006 hearing, preliminary and final site plan and minor subdivision approval was granted; and

WHEREAS, Board Member Mauro was one of six member voting with the majority at the February 9, 2006 hearing; and

WHEREAS, due to Board Member Mauro's absence at the March 9, 2006 hearing, Board Member Debold, the First Alternate, who had

been either present for all hearings or certified to having listened to the audio tapes of those meetings where he was not present, was authorized to vote and voted with the majority; and

WHEREAS, the Applicant filed an affidavit with this Board showing compliance with the statutory requirements concerning notice to the affected property owners and of making proper and timely publication of the application in the official newspaper of the Township of Bloomfield.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield as follows:

This is an application for minor subdivision and preliminary and final site plan approval, use, height and floor area ratio variances pursuant to N.J.S. 40:55D-70(d) and bulk variances pursuant to N.J.S. 40:55D-70(c) to permit the construction of two mid-rise apartment buildings at 58 Locust Avenue, Block 129, Lot 70. The minor subdivision will take a surface parking lot located on Block 129, Lot 60, which serves a self storage facility located on Lot 60, and add it to Lot 70. The subdivided portion of Lot 60 is split zoned, with a majority of the square footage located in the M-1, Industrial Zone and the remainder in the R-2B, Two-Family Zone. Currently, Lot 70 is located in the M-1 Zone. A variance pursuant to N.J.S. 40:55D-70(d)(1) is required because multi-family dwellings are not permitted in

either the M-1 or R-2B Zones and because only one principal building is permitted on any lot. Upon subdivision approval, Lot 70 would become a through lot, with frontage on Locust Avenue to the north and Willow Street to the south. The portion of Lot 70 that would front on Willow Street is the subdivided, split zoned parcel that is currently part of Lot 60. After several modifications in the design of the building to be located on the Willow Street frontage, Applicant submitted a site plan for a three story building with 20 units, which was designated "Building B". The building fronting on Locust Avenue would be four stories and 24 units, and was designated "Building A". Both buildings would have ground floor parking, so that Building A would have four floors of dwelling units and Building B would have three. A variance pursuant to N.J.S. 40:55D-70(d)(4) is required because the portion of Building B located in the R-2B Zone would have a floor area ratio of 0.95, in excess of the maximum FAR permitted in the Zone of 0.5. Building B would also arguably violate the height restrictions in the R-2B Zone, since the proposed height of 43.9 feet would exceed the permitted height of 35 feet, necessitating a variance pursuant to N.J.S. 40:55D-70(d)(6). Building B also needs variances pursuant to N.J.S. 40:55D-70(c) due to rear yard setback and building coverage violations. Bulk variances are also required for Lot 60, since the subdivision would exacerbate an existing building

coverage violation and would create a side yard setback violation.

The granting of a "d(1)" variance requires the Applicant to demonstrate "special reasons" for the granting of the application. "Special Reasons" may be demonstrated by proof that the use promotes the general welfare because the site is particularly suited for the proposed use, or by proof of undue hardship, i.e., that the property cannot be adapted to a conforming use. To obtain a FAR variance pursuant to N.J.S. 40:55D-70(d)(4), the Applicant must demonstrate that the site can accommodate the increase in floor area. A height variance pursuant to N.J.S. 40:55D-70(d)(6) requires the Applicant to demonstrate that either a conforming structure cannot be built on the lot, or that the excess height is consistent with the surrounding neighborhood. The granting of "c" variances requires that the Applicant demonstrates that due to unique circumstances affecting his property, he would suffer some hardship without the variance, or that the variance would benefit the community and advance the purposes of the Municipal Land Use Law. With respect to both "d" and "c" variances, the Applicant must additionally demonstrate that the granting of the application would not impose a substantial detriment to the public good or substantially impair the intent and purpose of the municipal master plan or zoning ordinance. Applicant must also demonstrate compliance

with the requirements of the Township Land Development Ordinance governing review and approval of minor subdivision and site plan applications.

Applicant was represented by Robert C. Williams, Esq. Mr. Williams presented the testimony of Dominick Peragano, a member of the Applicant; Eric L. Keller, a New Jersey licensed engineer from the firm Omland Engineering, who testified as both a civil and traffic engineer; Anthony Faccino, also a licensed engineer from Omland Engineering; Barrett Allen Ginsberg, a New Jersey licensed architect; and Peter Steck, a New Jersey licensed professional planner. All of the Applicant's experts were accepted by the Board as experts in their respective fields. The Board also received reports and heard testimony from its engineer, Anthony Marucci and from its consulting traffic engineer, Lee D. Klein and its consulting planner, Paul N. Ricci, both from the firm T&M Associates. There was substantial commentary and opposition from members of the public.

Based on the evidence presented at the hearing, the Board made the following findings of fact and conclusions of law:

1. The subject property was part of the now defunct Peerless Tube industrial complex;
2. The use of Lot 60 as a self storage facility received approval from this Board in November, 2002. The approval included the use of part of the facility as a warehouse at the

discretion of the owner of the facility. The warehouse option has been abandoned;

3. The zoning for another parcel of the Peerless complex was changed to the R-2B Zone, and two-family homes received Planning Board approval and are now constructed on the site;

4. Adjacent to the subject site to the west is a public elementary school, known as the Watsessing School. The School's parking and play areas abut the site, with the actual school building located in the far northwest corner of the school site;

5. Lot 70 currently is 0.46 acres improved with a series of connected, abandoned one and two story buildings which will be demolished. It fronts on Locust Avenue to the north, and abuts Lot 60 to the east and south and the Watsessing school to the west;

6. Lot 60 is currently improved with a series of two and three story buildings, which comprise the self-storage facility, a loading area and a parking lot. The lot is a through lot, fronting on Locust Avenue to the north and Willow Street to the south. The parking lot is located in the southwest corner of the lot, fronting on Willow Street, and abutting Lot 70 to the north and the Watsessing School to the west. Lot 60 also fronts on John F. Kennedy Drive to the east;

7. Applicant proposes to subdivide the parking lot off of Lot 60 and add it to Lot 70, creating a through lot accessible to both Locust Avenue and Willow Street;

8. The addition of the parking lot would add one-half acre to the size of Lot 70, making it 0.96 acres;

9. Across Locust Avenue from Lot 70 is Watsessing Park, owned by Essex County. Abutting the parking lot to the southwest are one and two family dwellings. A similar residential development is located across Willow Street from the site. The residential properties are located in the R-2B, Two-Family Zone;

10. The self-storage use generates very little traffic, and requires few parking spaces. Even with the subdivision of Lot 60's parking lot, adequate parking will remain, since there are eight parking stalls within that portion of the self-storage facility located on the corner of Locust Avenue and JFK Drive, and thirteen stalls proposed for the loading area on Lot 60 which abuts Lot 70. The loading area is accessible from Locust Avenue, and is adjacent to proposed Building A;

11. A parking and access easement permitting the residents of Lot 70 to utilize the thirteen loading area stalls is proposed, with the expectation, confirmed by traffic engineers for the Applicant and the Board, that these spaces will be largely available for use by patrons of the self-storage facility during working hours, and by Lot 70 residents during evenings and

weekends. Two out-buildings located in the loading area will be removed;

12. The self-storage facility has two employees on site at any time, and generally has no more than two to three customers present at any one time;

13. Another parking easement on Lot 60 for the benefit of Lot 70, this one for three stalls, will be located near the Willow Street exit from Lot 70;

14. The traffic impact of the proposed development would be minimal and certainly less intrusive to this burgeoning residential area and the Watsessing School than an active industrial use would be;

15. A buffered garbage dumpster area will be situated between the three parking stalls on Willow Street and the Willow Street egress from the site. The dumpster area will be screened on all sides with a board on board, gated fence and evergreen plantings 6 to 7 feet high. A bulk variance is necessary for this accessory structure being located in a front yard;

16. There will be 35 parking stalls under and around Building A, and 38 parking stalls under and around Building B. Inclusive of the easement stalls on Lot 60, there will be a total of 89 stalls available for the two mid-rise apartments, which exceeds the 87 required by the Residential Site Improvement Standards;

17. Entrance to the site will be from Locust Avenue; no exit onto Locust from the site will be permitted. The only exit will be onto Willow Street, which will not permit entering traffic. Electric gates operated by card or key punch will provide security. Internal circulation will be both one-way and two-way;

18. As originally proposed, both buildings would be four floors with a total of 52 units, 24 in Building A and 28 in Building B. Applicant agreed to step back Building B from the common lot line with a two family dwelling located at 99 Willow Street, Block 129, Lot 26, and to reduce the height of the Building by one floor. This minimizes the impact of Building B on the two family dwelling;

19. The final proposal submitted to the Board was for 44 units, 24 in Building A and 20 in Building B. Of the 44 units, 38 will be two bedrooms and 6 one bedroom; all six one bedroom units will be in Building B. All units will be sold as condominiums;

20. At 44 units, the density will be 45.8 units to the acre. The R-G, Garden Apartment Zoning District, permits mid-rise apartment buildings at a density of 50 units per acre;

21. Bulk variances are required for that portion of Lot 70 in the R-2B Zone for a twenty foot rear yard setback, where 25 feet is required, and for building coverage of 33.1%, where 25%

is permitted. As a result of the subdivision, Lot 60 needs bulk variances for building coverage, which increases from 68% to 86%, both of which exceed the 65% maximum building coverage, and for minimum side yard setback, which decreases from 8.45 feet to 2.35 feet, with a minimum of 10 feet permitted in the M-1 Zone;

22. The entrance gate on Locust Avenue will be set back sufficiently from the property line to permit a vehicle seeking to enter from blocking vehicle and pedestrian traffic on Locust while gaining entry to the site through the electronic gate system. The exit gate on Willow Street will contain a mechanism for emergency vehicles to enter the site through that gate. An intercom system will allow residents to open the Locust Avenue gate from their units for visiting vehicles;

23. As modified, Building B will be no closer than 22.5 feet from the dwelling at 99 Willow Street, and 21.3 feet from the joint property line. Stepbacks above the first floor in the southwest corner of Building B will further reduce the visual impact of the development on 99 Willow Street;

24. A landscaped buffered area will separate Building B and its ground floor parking stalls from 99 Willow Street, with a minimum width of 12.1 feet. The buffering will include a lawn area, trees and fencing, sufficient to preclude lights from cars parking head-on toward 99 Willow Street from affecting the property;

25. The majority of Lot 70 is located in the M-1, Industrial Zone. This includes all of the current Lot 70 and most of the portion to be subdivided from Lot 60. The remainder of the Lot 60 subdivided parcel, a total of 7,000 square feet, is in the R-2B, Two-Family Zone. Neither zone permits multi-family dwellings or more than one principal building on a lot;

26. To the west of Building B, along the common lot line with the Watsessing School, will be a concrete wall with a four foot aluminum fence on top. An 8.5 foot wide landscaped buffer area will separate the wall from the lot line. Building B will be set back twenty feet from the westerly common lot line with the Watsessing School property;

27. Building A also will be set back twenty feet from the Watsessing School lot line, and ten feet from the common lot line with Lot 60. The thirteen parking stalls on Lot 60 which will be for the use of Lot 70 residents through an easement will have a stairway leading to Building A;

28. The grade of the site, which slopes from south to north, will be raised two to six feet at the Building A location, to a level above the 100 year flood plain elevation. Retaining walls around the perimeter of the site, along with the storm water drainage system, will prevent discharge of storm water off-site, including the school property;

29. Locust Avenue has an elevation of 117 feet, which will be the elevation of the entrance driveway to the site. The elevation under Building A will be raised to 123 feet, a 5% slope;

30. An underground brook, or drainage canal, runs through the site. Storm water captured on site will be discharged into the canal, which runs toward Watsessing Park and into the Second River. Currently, storm water sheets into Locust Avenue or Willow Street, or onto the school property. The storm water plan complies with all state and local requirements;

31. Applicant will be placing approximately five feet of fill and retaining walls on top of the drainage canal, which is four feet deep and nine feet wide. Applicant agreed to reconstruct the portion of the canal that runs through the site, if required by the Township and Board Engineers;

32. Columns supporting each structure will be located so that they do not reduce the required 24 foot drive aisles. The columns will be placed on parking stall striping. Similarly, doors leading to stairwells and elevators will not open into the drive aisles;

33. Exterior lighting will comply with the Township's Design Standards of limiting intensity at the property line to 0.1 footcandles;

34. Trash chutes in each building will carry garbage to a compactor located on the ground floor;

35. Both buildings will have a flat roof with a parapet wall. No equipment will be on the roofs, other than ventilation stacks. All HVAC equipment will be contained within each unit;

36. Building A is located entirely in the M-1 Zone, which permits a height of 60 feet, and will be an average height of 56.8 feet high, with a maximum height of 59.6 feet at the northeast corner of the building closest to Lot 60. Building B, which is located in both the M-1 and the R-2B Zones, will be 43.9 feet high. The R-2B Zone limits the height of buildings to 35 feet;

37. Watsessing School is 68 feet high, and the self-storage facility is 40 feet at its highest point. The dwelling on Lot 26 is 33 feet high;

38. The only signage on site will be a 12 square foot sign placed on Building A fourteen feet above ground level, identifying the complex as "Parkside At Bloomfield"; and

39. The subject site is approximately .3 miles from the Watsessing train station, which offers mid-town direct service. The proposed multi-family use therefore promotes the state smart-growth policy of high density residential uses in proximity to commuter mass transit.

On the basis of these findings of fact and the discussion of the Members of the Board present at the hearing, the Zoning Board of Adjustment of the Township of Bloomfield made the following conclusions of law:

1. The site is particularly suited to the proposed multi-family due to its proximity to the train station and the school. The adjacent school makes the permitted industrial uses particularly unsuitable. The elimination of this industrial site promotes the general welfare;

2. The height of the proposed buildings is consistent with the height of the adjacent school and self-storage facility;

3. The setbacks in the upper two floors of Building B, its distance from 99 Willow Street and the landscaped buffer between the structures on the two lots mitigate the height and mass differential between the two family and multi-family uses, thereby accomplishing one of the purposes of the MLUL by preserving light, air and open space;

4. The elimination of a large surface parking lot, a part of which is located in a two-family zone, and replacing it with a residential use creates a preferable transition between the self-storage facility and the detached one and two family homes on Willow Street;

5. Use of this site for industrial purposes is obsolete, given the changes in the neighborhood brought about by the

construction of two-family homes on Willow Street and the proximity of Watsessing School;

6. Promotion of the State's smart-growth principals through construction of high density multi-family residential dwellings near mass transit is an appropriate use of the land;

7. The need for height and FAR variances are solely the result of the split zoning of the parking lot, part of which is in the R-2B Zone. This creates a hardship due to the incompatibility between two-family and industrial zones, and would subject even conforming industrial development in the M-1 Zone to variance relief;

8. The bulk violations are subsumed within the use variances. Moreover, variances for these violations are warranted due to hardship and because the benefits outweigh any detriments;

9. Any negative impact of the proposed development on neighboring properties is minimal, due in large measure to the Applicant's agreement to modify Building B by reducing its height and stepping back its facade, thereby minimizing the intrusiveness of the development;

10. The proposed development is not inconsistent with the zone plan or zoning ordinance because, as the recent zone change evidences, this is an area transitioning from industrial to residential; and

11. The proposed development complies with the requirements of the Township Land Development Ordinance governing site plan and minor subdivision approval.

On the basis of these findings of fact and conclusions of law, and the discussion of the Members of the Board present at the hearing, the Zoning Board of Adjustment of the Township of Bloomfield determined (i) by a vote of six in favor and one opposed, that this application should be bifurcated due to modifications to the site plan necessitated by the Applicant's agreement to reduce the height of Building B by one floor; (ii) by a vote of six in favor and one opposed, that all (d) and (c) variances should be granted; and (iii) by a vote of six in favor and one opposed, that preliminary and final site plan and minor subdivision approval was warranted. In support of its decision, the Board concluded that the benefits of granting the application outweighed any detriment, and that granting the requested variances would not substantially impair the intent and purpose of the Zoning Ordinance. In particular, the Members of the Board concluded that the Applicant's plans would enhance the neighborhood and promote safety by eliminating unsightly and incompatible industrial structures. Accordingly, the Board concluded that the proposed development would not have a negative impact on the neighborhood or constitute a detriment to the zone

plan or Ordinance. In addition, the Applicant had met the criteria in the Township's Site Plan Ordinance justifying preliminary and final site plan approval.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield that the application for a (d) and (c) variances and preliminary and final site plan and minor subdivision approval to permit the construction of two mid-rise apartment buildings with a total of 44 units at property located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, be and hereby is GRANTED, subject to:

1. Conformance with the engineering and architectural plans accompanying the application submitted to the Board, as modified at the February 9, 2006 and March 9, 2006 hearings, including, without limitation, a reduction in the height of Building B to three residential floors above parking, the step backs incorporated into the design of Building B and a total number of 44 units in both buildings;
2. Building code requirements;
3. Reconstruction of that portion of the drainage canal that runs through the site, if required by the Township and Board Engineers;
4. Limiting the usage of Lot 60 to self-storage only to minimize traffic and the intensity of the use on the Lot;

5. Compliance with the March 6, 2006 memorandum from Anthony Marucci, Board Engineer;

6. Consulting with the Watsessing Heights Neighborhood Association on the design of the buildings's facade; and

7. Cooperation with the Bloomfield Board of Education to limit dust, dirt and other possible environmental impacts on the Watsessing School.

February 9, 2006:

IN FAVOR OF BIFURCATION AND GRANTING THE VARIANCES:

Ms. Barucky	Yes
Mr. Balnicki	Yes
Mr. DeMarino	Yes
Chairman Lazar	Yes
Mr. Malfatto	Yes
Mr. Mauro	Yes

(7) Yes

OPPOSED TO BIFURCATION AND GRANTING THE VARIANCES:

Mr. Michalski	No
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(1) No

March 9, 2006:

IN FAVOR OF PRELIMINARY AND FINAL SITE PLAN APPROVAL AND MINOR SUBDIVISION APPROVAL:

Ms. Barucky	Yes ✓
Mr. Balnicki	Yes ✓
Mr. Debold	Yes
Mr. DeMarino	Yes
Chairman Lazar	Yes ✓
Mr. Malfatto	Yes ✓

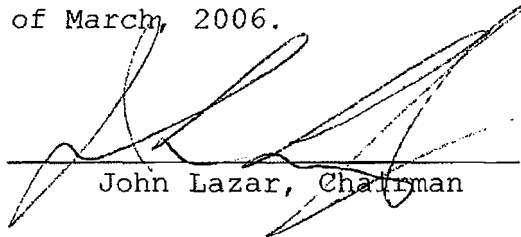
(6) Yes

OPPOSED TO PRELIMINARY AND FINAL SITE PLAN APPROVAL AND
MINOR SUBDIVISION APPROVAL:

Mr. Michalski No

(1) No

The undersigned, a member of the Township of Bloomfield
Zoning Board of Adjustment, certifies that the foregoing is a
true copy of the Resolution adopted on the 11th day of May, 2006
to reflect the action taken by said Board on the 9th day of
February, 2006 and the 9th day of March, 2006.



John Lazar, Chairman

**RESOLUTION OF THE
TOWNSHIP OF BLOOMFIELD
ZONING BOARD OF ADJUSTMENT**

RESOLUTION IN THE MATTER OF THE APPLICATION
OF PARKSIDE AT BLOOMFIELD, LLC AS APPLICANT
AND PARKWAY SELF STORAGE, LLC AS OWNER, FOR
AMENDED PRELIMINARY AND FINAL SITE PLAN
APPROVAL, PERMITTING THE CONSTRUCTION OF TWO
MID-RISE APARTMENT BUILDINGS AT PROPERTY
LOCATED AT 58 LOCUST AVENUE, BLOCK 129, LOTS
60 AND 70.

WHEREAS, Parkside at Bloomfield, LLC, as applicant and Parkway Self Storage, LLC, as owner, filed an application with respect to premises located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70; and

WHEREAS, Applicant had previously received approvals for variances pursuant to N.J.S. 40:55D-70(d) and (c), for preliminary and final site plan approval and for a minor subdivision, to permit the construction of two mid-rise apartment buildings totaling 44 units in February and March, 2006, with the memorializing resolution adopted on May 11, 2006. Notice of the adoption of the Resolution was published on May 24, 2006; and

WHEREAS, the deed effectuating the minor subdivision was recorded in the Essex County Registrar's Office on March 23, 2007, Book 12039, Page 8820. The subdivision deed included perpetual parking and access easements burdening Lot 60 and benefitting the residents of the two apartment buildings on Lot 70; and

WHEREAS, final site plan approval is protected from changes to the Township's Zoning Ordinance for a period of two years from the date of adoption of the resolution granting final approval pursuant to N.J.S.A. 40:55D-52; and

WHEREAS, on June 8, 2008, the Board granted the Applicant an extension of final site plan approval and of the time to implement the variances, which, pursuant to Section 315-9(H) of the Township's Land Development Ordinance, expire after two years from notice of publication of adoption of the resolution if construction of the project has not commenced; and

WHEREAS, by virtue of the enactment of the Permit Extension Act of 2008, N.J.S.A. 40:55D-136.1, et, seq., which became effective September 6, 2008, the expiration of the period of approval for "any governmental approval in existence" from January 1, 2007 through July 1, 2010 was tolled. An "approval" included "preliminary and final approval granted in connection with an application for development pursuant to" the Municipal Land Use Law; and

WHEREAS, the Permit Extension Act tolled the expiration of the protections afforded to the 2006 site plan approval and the expiration of the variances granted with the approval beyond the period afforded by the 2008 extension granted by the Board; and

WHEREAS, by amendment to the Permit Extension Act effective January 18, 2010, the tolling period was extended through December 31, 2011; and

WHEREAS, the Applicant has now filed an application for amended site plan approval, seeking to reduce the height and density of Building A, which was approved for four stories and 24 units, and a reduction in the number of parking spaces to be located on the adjacent self-storage warehouse lot; and

WHEREAS, a hearing on this application was held before the Bloomfield Zoning Board of Adjustment on April 21, 2011; and WHEREAS, the Applicant filed an affidavit with this Board showing compliance with the statutory requirements concerning notice to the affected property owners and of making proper and timely publication of the application in the official newspaper of the Township of Bloomfield.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield as follows:

This is an application for amended preliminary and final site plan approval. As originally approved in 2006, the project consisted of two apartment buildings; one, Building A, fronting on Locust Street, would be four stories over parking and 24 units; the second, Building B, would be three stories over parking and 20 units. Applicant now proposes to remove a floor

on Building A, which would front on Locust Avenue, thereby reducing it to three stories over parking, and eliminating four units in that building. The amended plan would also reduce the number of parking spaces allocated to the project which would be located on Lot 60, which is improved with a self-storage warehouse. The prior approval included 16 parking stalls on Lot 60, 13 stalls adjacent to the self-storage warehouse accessible from Locust Avenue and three stalls accessible from Willow Street. The proposed amendment would reduce the 13 stalls to 7, while leaving the other three stalls on the southerly part of Lot 60 fronting on Willow Street.

The Applicants were represented by W. Mark O'Brien, Esq., of the firm Flowers & O'Brien, LLC. Mr. O'Brien presented the testimony of Dominick Paragano, a principal of the applicant who is also the managing member of the entity controlling the self-storage warehouse, Kenneth Fox, a New Jersey Licensed professional architect, and Anthony Facchino, a New Jersey licensed professional engineer with the firm Omland Engineering. Both Mr. Fox and Mr. Facchino were accepted by the Board as experts in their respective fields. No member of the public spoke with respect to this application.

Based on the evidence presented at the hearing, the Board made the following findings of fact and conclusions of law:

As originally approved, Building A would contain four stories of 24 residential units over ground floor parking and Building B would be three residential stories over parking and 20 units. The removal of one floor from Building A, which would front on Locust Avenue, would result in both proposed buildings being three stories over parking, which is preferable to the buildings having different heights. Building A would now be 12 feet lower than originally approved. The loss of one floor would reduce the number of units in Building A to 20, so both buildings would now contain 20 units for a total of 40 units, thereby reducing the density of the project.

The reconfiguration of the parking area located on Lot 60 between the self-storage warehouse and Building A was deemed necessary by the Applicant because of the owner's desire to maintain an existing loading dock and exterior fire stairwell on the western side wall of the self-storage building. The fire stairwell and loading dock were designated for removal in the plans approved in 2006. This parking area was approved for 13 perpendicular spaces adjacent to the common lot line with Lot 70. The redesigned parking area would now have 7 stalls, with three parallel parking spaces along the common lot line and four perpendicular stalls further to the south. This area is accessible only from Locust Avenue and will be limited to overnight parking only for the Lot 70 residents. Three other

spaces on Lot 60 for use by the residential project, which would be accessible from Willow Street, will remain. The total number of parking spaces will be reduced from 89 to 83, which exceeds the 79 spaces required by RSIS for the 6 one bedrooms and 34 two bedrooms to be constructed in the two proposed apartment buildings. Applicant will record an amendment to the easement governing the Lot 60 parking area accessible from Locust Avenue to reflect the reduction in spaces from 13 to 7 and limiting the use of the three parallel stalls in that parking area by the residents of Lot 70 to overnight parking only.

As a result of these findings of fact and conclusions of law, the Members of the Zoning Board of Adjustment of the Township of Bloomfield, by a vote of seven (7) in favor and none opposed, determined that the application for amended site plan approval should be granted, because the modifications proposed by the Applicant constitute a better planning alternative than the original approval because the two proposed apartment buildings reducing the height of Building A to conform with the height of Building B improves the aesthetics of the project.

The Board also notes that the Permit Extension Act, as amended, tolled the expiration of the protections afforded Applicant's 2006 final site plan approval and the expiration of the concomitant (c) and (d) variances until December 31, 2012.

Thus, the variances remain valid. The amended preliminary and final site plan approval granted by the Board and memorialized in this resolution relates back to the date of the 2006 approval, and thus does not start the expiration period anew. See, Cox & Koenig, *New Jersey Zoning and Land Use Administration*, §15-5.4, page 385 (GANN 2011).

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield that the application of Parkside at Bloomfield, LLC, as applicant and Parkway Self Storage, LLC, as owner, with respect to premises located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, for amended preliminary and final site plan approval, be and hereby is GRANTED, subject to (i) the recording of an amendment to the easement permitting access to and parking on the Locust Avenue parking area located on Lot 60 by the residents of Lot 70 limiting the use of the three parallel spaces in that parking area by the residents of Lot 70 to overnight hours only; (ii) Applicant providing copies of the recorded amendment to the Township Tax Assessor and the Board's attorney; (iii) Applicant obtaining all other governmental approvals, including, without limitation, a stream encroachment permit from the New Jersey Department of Environmental Protection, a sanitary sewer extension permit and a soil conservation permit from the Hudson-Essex-Passaic Soil Conservation District; (iv) conformance with

the engineering and architectural plans accompanying the application for amended preliminary and final site plan approval, including, without limitation, a reduction in the height of Building A to three residential floors above parking and the reduction in the number of parking stalls in the parking area on Lot 60 accessible from Locust Avenue from 13 to 7; and (v) conformance with the conditions of approval set forth in the resolution memorializing the 2006 approval.

IN FAVOR OF GRANTING AMENDED PRELIMINARY AND FINAL SITE PLAN APPROVAL:

Mr. Balnicki	Yes
Mr. Bunin	Yes
Ms. Carroll	Yes
Mr. Debold	Yes
Chairman Michalski	Yes
Mr. Prince	Yes
Mr. Sceurman	Yes

(7) Yes

OPPOSED TO GRANTING AMENDED PRELIMINARY AND FINAL SITE PLAN APPROVAL:

None

(0) No

The undersigned, a member of the Township of Bloomfield Zoning Board of Adjustment, certifies that the foregoing is a true copy of the Resolution adopted on the 18th day of May, 2011, to reflect the action taken by said Board on the 21st day of April, 2011.

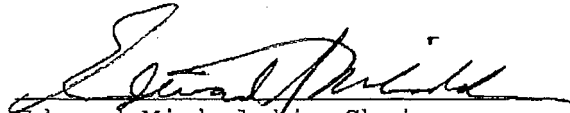

Edward Michalski, Chairman

EXHIBIT C

Record and Return To:
First American Title Insurance Company
National Commercial Services
506 Carnegie Center, Suite 103
Princeton, NJ 08540
File No. NCS 1066165

Prepared By:
Frank J. Mandia, Jr., Esq.

DEED

This Deed is made on AUGUST ^{27th} 2021 and delivered September 1, 2021

BETWEEN BLOOMFIELD PARKSIDE LLC, a NJ limited liability company,
Whose post office address is 954 Lexington Ave., #220, New York, NY 10021,
referred to as the Grantor,

AND GOLEMIS REALTY, LLC,
whose post office address is 63 Suffolk Lane, Tenafly, NJ 07670,
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. The transfer is made for the sum of **ONE MILLION NINE HUNDRED THOUSAND (\$1,900,000.00) DOLLARS.** The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bloomfield Township
Block No. 129 Lot 70

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Bloomfield, County of Essex and State of New Jersey. The legal description is attached hereto and made a part hereof.

BEING the same premises conveyed to the Grantor herein by Deed from Parkway Self Storage, LLC, a New Jersey limited liability company, dated August 22, 2015, recorded in the Essex County Clerk/Registrar's Office on January 13, 2016, as Instrument No. 2016003411.

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

LEGAL DESCRIPTION

File No.: **NCS-1066165-NJ**

Policy No.: **1066165**

Real property in the Township of Bloomfield, County of Essex, State of New Jersey, described as follows:

BEGINNING at a point in the Southwesterly sideline of Locust Avenue, 50 feet wide, where same is intersected by the division line between said Lots 60 and 70, said point being distant Northwesterly along said sideline, 268.50 feet from a point where same is intersected by the Northwesterly sideline of John F. Kennedy Drive, width varies, and running; Thence

1) Along said division line between said Lots 60 and 70, South 27 degrees 18 minutes 00 seconds West, 120.00 feet to an angle point in same; Thence

2) Still along said division line, North 62 degrees 42 minutes 00 seconds West, 47.40 feet to an angle point in same; Thence

3) Still along said division line and then by a new line through existing Lot 60 and then along the Northwesterly sideline of Willow Street, 55 feet wide, South 68 degrees 40 minutes 00 seconds West, 255.82 feet to a point where same is intersected by the division line between said proposed Lot 70 and Lot 26, Block 129; Thence

4) Along said division line, North 21 degrees 20 minutes 00 seconds West, 137.17 feet to a point where same is intersected by the division line between said Lot 70 and Lot 8, Block 129; Thence

5) Along said division line and then the division line between said Lot 70 and Lot 75, Block 129, North 76 degrees 41 minutes 27 seconds East, 176.73 feet to an angle point in same; Thence

6) Still along said division line, South 21 degrees 20 minutes 00 seconds East, 59.61 feet to an angle point in same; Thence

7) Still along said division line, North 27 degrees 30 minutes 00 seconds East, 145.70 feet to a point where same is intersected by the aforesaid Southwesterly sideline of Locust Avenue; Thence

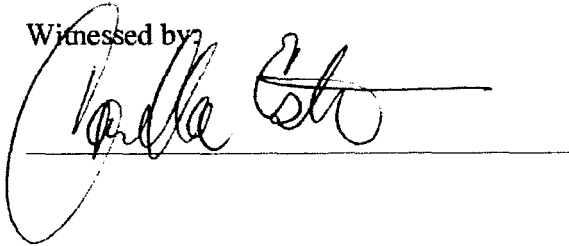
8) Along said sideline, South 62 degrees 42 minutes 00 seconds East, 140.00 feet to a point where same is intersected by the aforesaid division line between Lots 60 and 70 and the place of BEGINNING.

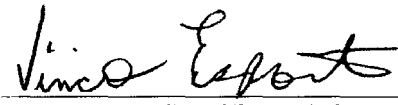
NOTE: FOR INFORMATION ONLY: Being Lot(s) 70, Block(s) 129; Tax Map of the Township of Bloomfield, County of Essex, State of New Jersey.

5. **Signatures.** The grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

BLOOMFIELD PARKSIDE, LLC

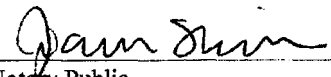
Witnessed by:



By: 
VINCENT ESPOSITO, Sole Member

STATE OF NEW YORK, COUNTY OF New York SS.

I CERTIFY that on this 27th day of AUGUST, 2021, VINCENT ESPOSITO, personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached deed; (b) was authorized to and did execute this deed as Sole Member of BLOOMFIELD PARKSIDE LLC, which entity is the entity named in this deed; (c) this deed was made for \$ 1,900,000.00 as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in N.J.S.A. 46:15-5.); and (d) this deed was executed as the act of the entity.


Notary Public
Affix Stamp / Seal

Record and Return to:

Record and Return To:
First American Title Insurance Company
National Commercial Services
506 Carnegie Center, Suite 103
Princeton, NJ 08540
File No. NCS 1066165

JOANNE B. SORIANO
Notary Public, State of New York
No. 01SO6083882
Qualified in New York County
Commission Expires April 2, 2023

PREPARED BY:

Robert C. Williams
ROBERT C. WILLIAMS, ESQ.

3/23/07
See Corrective Deed Book 12039 Page 8783

SUBDIVISION DEED

This Deed is made on October 13, 2006,

Between PARKSIDE SELF STORAGE, LLC

Having its principal place of business at 159 Route 183 North, Stanhope, New Jersey 07874
referred to as the Grantor.

AND

PARKWAY SELF STORAGE, LLC

Having its principal place of business at 159 Route 183 North, Stanhope, New Jersey 07874
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of-----

ONE DOLLAR and NO CENTS (\$1.00)

---The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bloomfield
Block No. 129 Lot No. 60

No property tax identification number is available on the date of this Deed

PROPERTY. The property consists of the land and all the buildings and structures on the land in the Township of Bloomfield, County of Essex and State of New Jersey. The legal description is: **SEE ATTACHED SCHEDULE A-METES AND BOUNDS DESCRIPTION NEW LOT 60 BLOCK 129**

Being part of the same premises conveyed to Grantor herein by Deed from Bloomfield Properties Special LLC, a Limited Liability Company of the State of New Jersey, dated November 21, 2003, and recorded in the office of the Essex County Register December 3, 2003 in Deed Book 6022, Page 809.

Subject to all easements and restrictions of record and the restrictive covenant recorded within the prior deed.

This deed is subject to a perpetual parking and access easement containing 5,049 square feet over a portion of Lot 60 for the benefit of adjacent lot designated as Block 129, Lot 70 and as more particularly described in the attached **SCHEDULE B entitled: DESCRIPTION OF PROPOSED PARKING AND ACCESS EASEMENT SITUATED IN THE TOWNSHIP OF BLOOMFIELD, ESSEX COUNTY, NEW JERSEY.**

This deed is subject to an additional perpetual parking easement containing 901 square feet over a portion of Lot 60 for the benefit of adjacent lot designated as Block 129, Lot 70 and as more particularly described in the attached **SCHEDULE C entitled: DESCRIPTION OF PROPOSED PARKING EASEMENT SITUATE IN THE TOWNSHIP OF BLOOMFIELD, ESSEX COUNTY, NEW JERSEY**



Instr# 8165036 Carole A. Graves
Recorded/Filed RB 1 Essex County Register
11/14/2006 11:50:4 Bk 6406 Pg 340 #Pg 31 F

Consideration: 0.00 E
County: 0.00
State: 0.00
N.P.R.F.: 0.00
Realty Tax: 0.00
Fees: 340.00 GP Fee: 0.00

The within conveyance is in compliance with the approval of a minor subdivision by the Township of Bloomfield Zoning Board of Adjustment by Resolution approved May 11, 2006, attached hereto, and is filed pursuant to N.J.S.A. 40:55D-47.

APPROVED, BLOOMFIELD ZONING BOARD OF ADJUSTMENT


NICOLE BRENNAN, Secretary

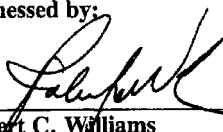

JOHN LAZAR, Chairman

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

PARKWAY SELF STORAGE, LLC


Robert C. Williams
Attorney at Law State of New Jersey

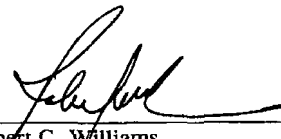
BY: 
Dominick Paragano, Managing Member,
Grantor

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.;
I CERTIFY that on October 13, 2006,

Dominick Paragano, Managing Member of Parkway Self Storage, LLC

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) this person is the managing member of the limited liability company named in this Deed and signed this Deed on its behalf;
- (b) this Deed was signed and delivered by the limited liability company as its voluntary act duly authorized by a proper resolution in accordance with its operating agreement,
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


Robert C. Williams
Attorney at Law State of New Jersey

**RECORD AND RETURN:
ROBERT C. WILLIAMS, ESQ.
622 EAGLE ROCK AVENUE
WEST ORANGE, NJ 07052**

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):Name(s) **Parkway Self Storage, LLC**Current Resident Address **159 Route 183 North**City, Town, Post Office **Stanhope**State **NJ**Zip Code **07874****PROPERTY INFORMATION (Brief Property Description):**Block(s) **129**Lot(s) **60**

Qualifier

Street Address **58 Locust Avenue**City, Town, Post Office **Bloomfield**State **NJ**Zip Code **07003**Seller's Percentage of Ownership **100%**Consideration **\$1.00**Closing Date **10/13/06****SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents):**

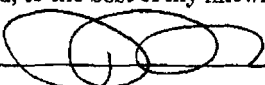
1. ☐ I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:5-1-1 et seq.
6. ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

10/13/06

Date


Signature(Seller) Please indicate if Power of Attorney or Attorney in Fact
Dominick Paragano, Managing Member

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968; as amended through Chapter 33, P.L. 2006)
To be recorded with deed pursuant to Chapter 49, P.L. 1968 as amended by Chapter 303, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF ESSEX

Municipality: BLOOMFIELD

County Municipal Code

0702

FOR RECORDER'S USE ONLY

Consideration \$ 1.00

RTF paid by seller \$ 0

Date 11/14/06

By 2.9

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and 4 attached)

Deponent, Dominick Paragano, being duly sworn according to law upon his/her oath deposes

(Name)

and says that he/she is the

Corporate Officer

in a deed dated 10/13/06

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 129

Lot No. 60

located at 58 Locust Avenue, Bloomfield, Essex County, New Jersey

and annexed hereto.

(Street Address, Municipality, County)

(2) CONSIDERATION: \$ 1.00

(See Instructions #1, 5, 6 and 7)

(2A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

\$ ÷ = \$

If equalized valuation amount is in excess of \$1,000,000, the 1% fee is imposed on Buyer on entire amount of consideration. If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(3) FULL EXEMPTION FROM FEE (See Instruction #8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, as amended through c. 66, P.L. 2004 for the following reason(s). Explain in detail. Mere reference to exemption symbol is not sufficient. **a) consideration less than \$100.00**

f) on partition

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instruction #9)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee imposed by c. 176, P.L. 1975; c. 113, P.L. 2004; and c. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (See Instruction #9)

- ☐ Grantor(s) 62 years of age or over.*
☐ One- or two-family residential premises.
☐ Resident of the State of New Jersey.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Owners as joint tenants must all qualify.

B. BLIND (See Instruction #9)

- ☐ Grantor(s) legally blind.
☐ One- or two-family residential premises.
☐ Owned and occupied by grantor(s) at time of sale.
☐ Owners as joint tenants must all qualify.
☐ Resident of the State of New Jersey.

DISABLED (See Instruction #9)

- ☐ Grantor(s) permanently and totally disabled.*
☐ Receiving disability payments.*
☐ Not gainfully employed.*
☐ One- or two-family residential premises.
☐ Owned and occupied by grantor(s) at time of sale.
☐ Owners as joint tenants must all qualify.
☐ Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9)

- ☐ Affordable according to HUD standards.
☐ Reserved for occupancy.
☐ Meets income requirements of region.
☐ Subject to resale controls.

(5) NEW CONSTRUCTION (See Instruction #10) - Affidavit must be executed by Grantor

- ☐ Entirely new improvement.
☐ Not previously occupied.
☐ Not previously used for any purpose.
☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended through c. 33, P.L. 2006.

Subscribed and sworn to before me
this 13th

day of October, 20 06

Robert C. Williams
Attorney at Law State of NJ

Signature of Deponent
159 Route 183 North
Stanhope, NJ 07874
Address of Deponent

Parkway Self Storage, LLC

Name of Grantor

159 Route 183 North
Stanhope, NJ 07874

Address of Grantor at Time of Sale

Name/Company of Settlement Officer

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

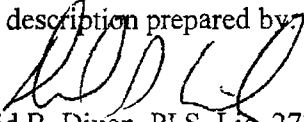
FOR OFFICIAL USE ONLY

Instrument Number 6165034 County Essex
Deed Number 6404 Book 340
Deed Dated 10/13/06 Date Recorded 11/14/06

- 8) Still along said division line, North 27° 18' 00" East, 120.00 feet to a point in the aforesaid southwesterly sideline of Locust Avenue; Thence
- 9) Along said sideline, South 62° 42' 00" East, 268.50 feet to a point where same is intersected by the aforesaid northwesterly sideline of John F. Kennedy Drive and the place of BEGINNING.

Containing 83,776 Square Feet or 1.9232 Acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc.

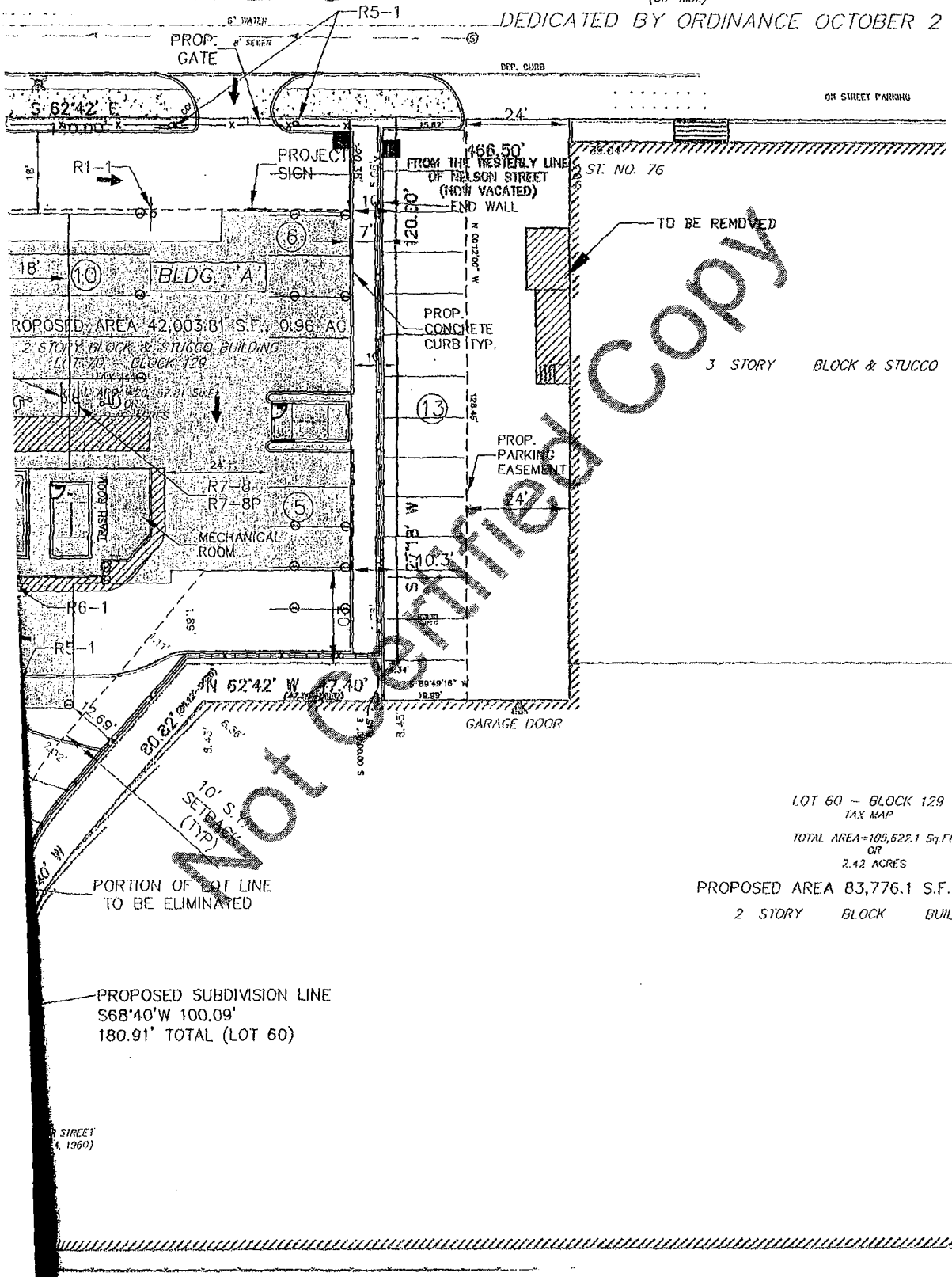
This description prepared by


David B. Dixon, PLS, Lic. 27282

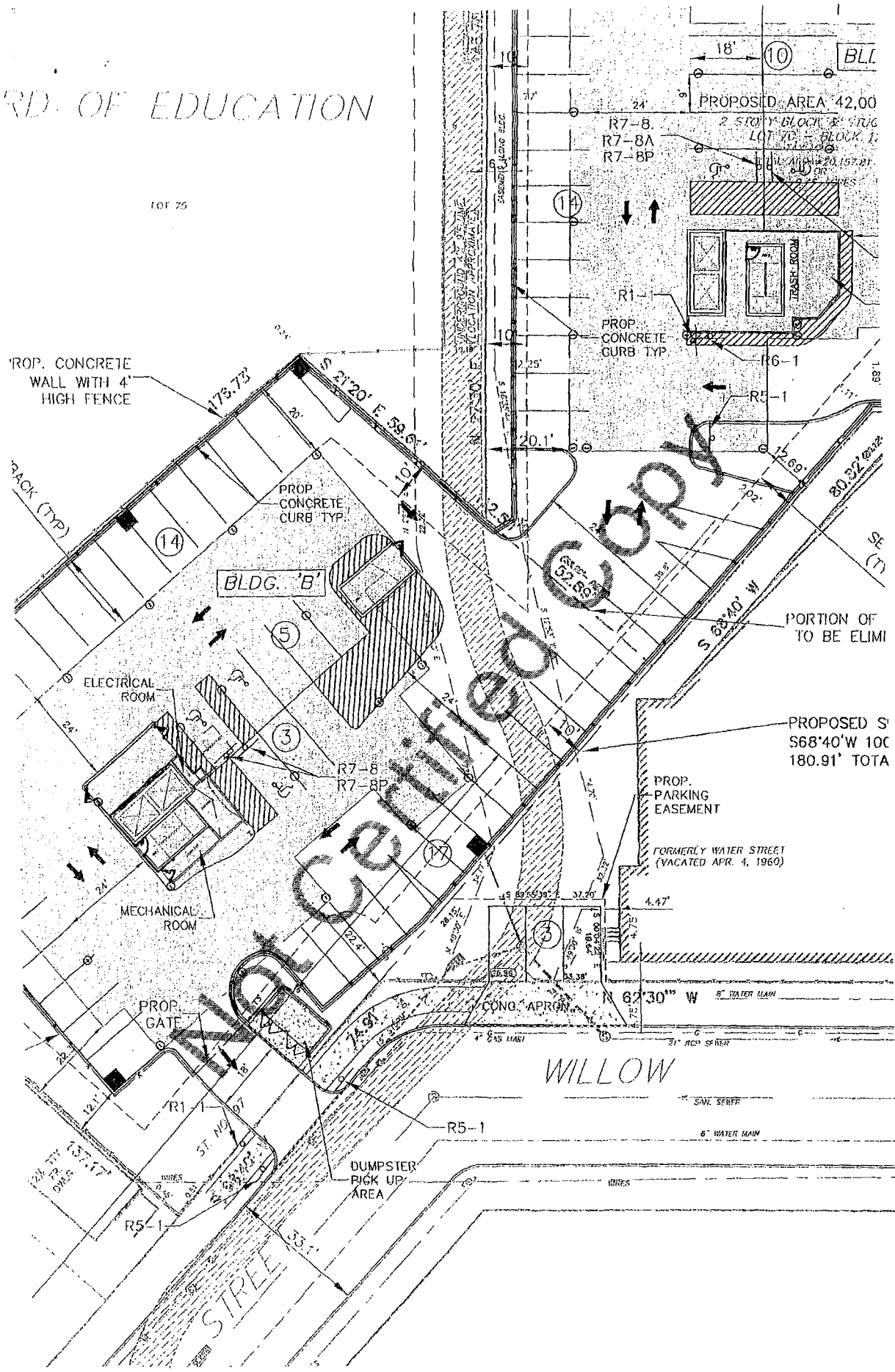
LOCUST AVENUE

(50' WIDE)

DEDICATED BY ORDINANCE OCTOBER 2



101 75



August 7, 2006
OEA Proj. 040301

**DESCRIPTION OF A PROPOSED PARKING AND ACCESS EASEMENT SITUATED
IN THE TOWNSHIP OF BLOOMFIELD, ESSEX COUNTY, NEW JERSEY.**

BEING a portion of proposed Lot 60, Block 129 as shown on a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc., more particularly described as follows:

BEGINNING at a point in the southwesterly sideline of Locust Avenue, 50 feet wide, where same is intersected by the division line between said Lots 60 and 70, said point being distant northwesterly along said sideline, 268.50 feet from a point where same is intersected by the northwesterly sideline of John F. Kennedy Drive, width varies, and running; Thence

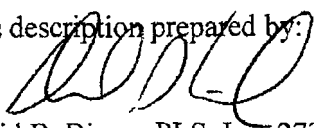
- 1) Along said division line between said Lots 60 and 70, South 27° 18' 00" West, 120.00 feet to an angle point in same; Thence
- 2) Still along said division line, North 62° 42' 00" West, 4.34 feet to a point in same; Thence
- 3) By a new line through said Lot 60, South 27° 30' 00" West, 8.45 feet to the face of an existing building; Thence
- 4) Still by a new line, along said face of building, South 62° 40' 44" East, 43.36 feet to an angle point in same; Thence
- 5) Still by a new line, along said face of building, North 27° 19' 16" East, 128.46 feet to a point where same is intersected by the aforesaid southwesterly sideline of Locust Avenue; Thence
- 6) Along said sideline, North 62° 42' 00" West, 39.04 feet to a point where same is intersected by the aforesaid division line between Lots 60 and 70 and the place of BEGINNING.

Containing 5,049 Square Feet or 0.1159 Acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex

Description of Proposed Parking & Access Easement, Lot 60, Block 129
Bloomfield, New Jersey
August 7, 2006
Page 2 of 2

County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc.

This description prepared by:


David B. Dixon, PLS, Lic. 27282

P:\Documents\OEA Projects\040301-Paragano-Bloomfield-Desc-Proposed-Parking & Access easement-Lot-60.doc

Not Certified Copy

August 7, 2006
OEA Proj. 040301

**DESCRIPTION OF A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF
BLOOMFIELD, ESSEX COUNTY, NEW JERSEY.**

BEING proposed Lot 60, Block 129, a portion of existing Lot 60 and being as shown on a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc., more particularly described as follows:

BEGINNING at a point in the southwesterly sideline of Locust Avenue, 50 feet wide, where same is intersected by the northwesterly sideline of John F. Kennedy Drive, width varies, and running; Thence

- 1) Along said sideline of John F. Kennedy Drive, South $27^{\circ} 18' 00''$ West, 120.00 feet to an angle point in same; Thence
- 2) Still along said sideline, South $62^{\circ} 42' 00''$ East, 1.87 feet to an angle point in same; Thence
- 3) Still along said sideline, South $27^{\circ} 32' 28''$ West, 72.29 feet to a point of curve in same; Thence
- 4) Still along said sideline, along a curve to the left having a radius of 37,825.87 feet, an arc length of 65.00 feet, the chord of which bears South $27^{\circ} 29' 31''$ West, 65.00 feet to a point where same is intersected by the northeasterly sideline of Willow Street, 55 feet wide; Thence
- 5) Along said sideline, North $62^{\circ} 30' 00''$ West, 436.81 feet to an angle point in same; Thence
- 6) By a new line through said existing Lot 60 and then along the division line between said Lot 60 and Lot 70, Block 129, North $68^{\circ} 40' 00''$ East, 180.91 feet to an angle point in same; Thence
- 7) Still along said division line between Lots 60 and 70, South $62^{\circ} 42' 00''$ East, 47.40 feet to an angle point in same; Thence

August 7, 2006
OEA Proj. 040301

**DESCRIPTION OF A PROPOSED PARKING EASEMENT SITUATED IN THE
TOWNSHIP OF BLOOMFIELD, ESSEX COUNTY, NEW JERSEY.**

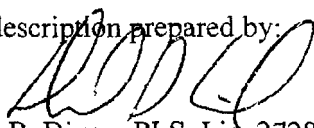
BEING a portion of proposed Lot 60, Block 129 as shown on a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc., more particularly described as follows:

BEGINNING at a point in the northeasterly sideline of Willow Street, 55 feet wide, where same is intersected by the proposed division line between said Lot 60 and Lot 70, Block 129, said point being distant northwesterly along said sideline, 436.81 feet from a point where same is intersected by the northwesterly sideline of John F. Kennedy Drive, width varies, and running; Thence

- 1) Along said proposed division line between Lots 60 and 70, North 68° 40' 00" East, 26.15 feet to a point in same; Thence
- 2) By a new line through said Lot 60, South 62° 25' 39" East, 37.20 feet to an angle point in same; Thence
- 3) Still by a new line, South 27° 25' 38" West, 19.64 feet to a point in the aforesaid northeasterly sideline of Willow Street; Thence
- 4) Along said sideline, North 62° 30' 00" West, 54.44 feet to a point in same and the place of BEGINNING.

Containing 901 Square Feet or 0.0207 Acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc.

This description prepared by:


David B. Dixon, PLS, Lic. 27282

**RESOLUTION OF THE
TOWNSHIP OF BLOOMFIELD
ZONING BOARD OF ADJUSTMENT**

RESOLUTION IN THE MATTER OF THE APPLICATION
OF PARKSIDE AT BLOOMFIELD, LLC AS APPLICANT
AND PARKWAY SELF STORAGE, LLC AS OWNER, FOR
USE AND OTHER (D) VARIANCES, BULK VARIANCES,
AND SITE PLAN AND SUBDIVISION APPROVALS
AUTHORIZING THE CONSTRUCTION OF TWO MID-RISE
APARTMENT BUILDINGS AT PROPERTY LOCATED AT 58
LOCUST AVENUE, BLOCK 129, LOTS 60 AND 70.

WHEREAS, Parkside at Bloomfield, LLC, as applicant and Parkway Self Storage, LLC as owner, submitted an application with respect to premises located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, for variances pursuant to N.J.S. 40:55D-70(d) and (c), for preliminary and final site plan approval and for a minor subdivision, to permit the construction of two mid-rise apartment buildings totaling 44 units; and

WHEREAS, the proposed subdivision would add to Lot 70 that portion of Lot 60 which is a parking lot for an existing self storage facility, in order to construct two mid-rise apartment buildings on Lot 70; and

WHEREAS, approximately one-sixth of Lot 70, after the subdivision, would be located in the R-2B, Two-Family Zone, with the remainder in the M-1, Industrial Zone, and multi-family dwellings are not permitted in either Zone; and

WHEREAS, more than one principal building is not permitted on any lot, thus necessitating an additional (d)(1) variance;

WHEREAS, assuming subdivision approval, (d) variances for that portion of Lot 70 in the R-2B Zone are also required for height and floor area ratio; and

WHEREAS, (c) variances are arguably required for rear yard setback and building coverage violations for that portion of Lot 70 in the R-2B Zone, for the garbage dumpster, an accessory structure, in the front yard of Lot 70 on Willow Street, and side yard setback and building coverage violations for the remaining portion of Lot 60; and

WHEREAS, hearings on this application were held before the Bloomfield Zoning Board of Adjustment on September 8, 2005, October 6, 2005, January 12, 2006, February 9, 2006 and March 9, 2006; and

WHEREAS, at the February 9, 2006 hearing, the application was bifurcated, with approval granted for all variances. Additional site plan review was necessitated by Applicant's agreement to reduce the size of one of the proposed buildings from four stories to three stories; and

WHEREAS, at the March 9, 2006 hearing, preliminary and final site plan and minor subdivision approval was granted; and

WHEREAS, Board Member Mauro was one of six member voting with the majority at the February 9, 2006 hearing; and

WHEREAS, due to Board Member Mauro's absence at the March 9, 2006 hearing, Board Member Debold, the First Alternate, who had

been either present for all hearings or certified to having listened to the audio tapes of those meetings where he was not present, was authorized to vote and voted with the majority; and

WHEREAS, the Applicant filed an affidavit with this Board showing compliance with the statutory requirements concerning notice to the affected property owners and of making proper and timely publication of the application in the official newspaper of the Township of Bloomfield.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield as follows:

This is an application for minor subdivision and preliminary and final site plan approval, use, height and floor area ratio variances pursuant to N.J.S. 40:55D-70(d) and bulk variances pursuant to N.J.S. 40:55D-70(c) to permit the construction of two mid-rise apartment buildings at 58 Locust Avenue, Block 129, Lot 70. The minor subdivision will take a surface parking lot located on Block 129, Lot 60, which serves a self storage facility located on Lot 60, and add it to Lot 70. The subdivided portion of Lot 60 is split zoned, with a majority of the square footage located in the M-1, Industrial Zone and the remainder in the R-2B, Two-Family Zone. Currently, Lot 70 is located in the M-1 Zone. A variance pursuant to N.J.S. 40:55D-70(d)(1) is required because multi-family dwellings are not permitted in

either the M-1 or R-2B Zones and because only one principal building is permitted on any lot. Upon subdivision approval, Lot 70 would become a through lot, with frontage on Locust Avenue to the north and Willow Street to the south. The portion of Lot 70 that would front on Willow Street is the subdivided, split zoned parcel that is currently part of Lot 60. After several modifications in the design of the building to be located on the Willow Street frontage, Applicant submitted a site plan for a three story building with 20 units, which was designated "Building B". The building fronting on Locust Avenue would be four stories and 24 units, and was designated "Building A". Both buildings would have ground floor parking, so that Building A would have four floors of dwelling units and Building B would have three. A variance pursuant to N.J.S. 40:55D-70(d)(4) is required because the portion of Building B located in the R-2B Zone would have a floor area ratio of 0.95, in excess of the maximum FAR permitted in the Zone of 0.5. Building B would also arguably violate the height restrictions in the R-2B Zone, since the proposed height of 43.9 feet would exceed the permitted height of 35 feet, necessitating a variance pursuant to N.J.S. 40:55D-70(d)(6). Building B also needs variances pursuant to N.J.S. 40:55D-70(c) due to rear yard setback and building coverage violations. Bulk variances are also required for Lot 60, since the subdivision would exacerbate an existing building

coverage violation and would create a side yard setback violation.

The granting of a "d(1)" variance requires the Applicant to demonstrate "special reasons" for the granting of the application. "Special Reasons" may be demonstrated by proof that the use promotes the general welfare because the site is particularly suited for the proposed use, or by proof of undue hardship, i.e., that the property cannot be adapted to a conforming use. To obtain a FAR variance pursuant to N.J.S. 40:55D-70(d)(4), the Applicant must demonstrate that the site can accommodate the increase in floor area. A height variance pursuant to N.J.S. 40:55D-70(d)(6) requires the Applicant to demonstrate that either a conforming structure cannot be built on the lot, or that the excess height is consistent with the surrounding neighborhood. The granting of "c" variances requires that the Applicant demonstrates that due to unique circumstances affecting his property, he would suffer some hardship without the variance, or that the variance would benefit the community and advance the purposes of the Municipal Land Use Law. With respect to both "d" and "c" variances, the Applicant must additionally demonstrate that the granting of the application would not impose a substantial detriment to the public good or substantially impair the intent and purpose of the municipal master plan or zoning ordinance. Applicant must also demonstrate compliance

with the requirements of the Township Land Development Ordinance governing review and approval of minor subdivision and site plan applications.

Applicant was represented by Robert C. Williams, Esq. Mr. Williams presented the testimony of Dominick Peragano, a member of the Applicant; Eric L. Keller, a New Jersey licensed engineer from the firm Omland Engineering, who testified as both a civil and traffic engineer; Anthony Faccino, also a licensed engineer from Omland Engineering; Barrett Allen Ginsberg, a New Jersey licensed architect; and Peter Steck, a New Jersey licensed professional planner. All of the Applicant's experts were accepted by the Board as experts in their respective fields. The Board also received reports and heard testimony from its engineer, Anthony Marucci and from its consulting traffic engineer, Lee D. Klein and its consulting planner, Paul N. Ricci, both from the firm T&M Associates. There was substantial commentary and opposition from members of the public.

Based on the evidence presented at the hearing, the Board made the following findings of fact and conclusions of law:

1. The subject property was part of the now defunct Peerless Tube industrial complex;
2. The use of Lot 60 as a self storage facility received approval from this Board in November, 2002. The approval included the use of part of the facility as a warehouse at the

discretion of the owner of the facility. The warehouse option has been abandoned;

3. The zoning for another parcel of the Peerless complex was changed to the R-2B Zone, and two-family homes received Planning Board approval and are now constructed on the site;

4. Adjacent to the subject site to the west is a public elementary school, known as the Watsessing School. The School's parking and play areas abut the site, with the actual school building located in the far northwest corner of the school site;

5. Lot 70 currently is 0.46 acres improved with a series of connected, abandoned one and two story buildings which will be demolished. It fronts on Locust Avenue to the north, and abuts Lot 60 to the east and south and the Watsessing school to the west;

6. Lot 60 is currently improved with a series of two and three story buildings, which comprise the self-storage facility, a loading area and a parking lot. The lot is a through lot, fronting on Locust Avenue to the north and Willow Street to the south. The parking lot is located in the southwest corner of the lot, fronting on Willow Street, and abutting Lot 70 to the north and the Watsessing School to the west. Lot 60 also fronts on John F. Kennedy Drive to the east;

7. Applicant proposes to subdivide the parking lot off of Lot 60 and add it to Lot 70, creating a through lot accessible to both Locust Avenue and Willow Street;

8. The addition of the parking lot would add one-half acre to the size of Lot 70, making it 0.96 acres;

9. Across Locust Avenue from Lot 70 is Watsessing Park, owned by Essex County. Abutting the parking lot to the southwest are one and two family dwellings. A similar residential development is located across Willow Street from the site. The residential properties are located in the R-2B, Two-Family Zone;

10. The self-storage use generates very little traffic, and requires few parking spaces. Even with the subdivision of Lot 60's parking lot, adequate parking will remain, since there are eight parking stalls within that portion of the self-storage facility located on the corner of Locust Avenue and JFK Drive, and thirteen stalls proposed for the loading area on Lot 60 which abuts Lot 70. The loading area is accessible from Locust Avenue, and is adjacent to proposed Building A;

11. A parking and access easement permitting the residents of Lot 70 to utilize the thirteen loading area stalls is proposed, with the expectation, confirmed by traffic engineers for the Applicant and the Board, that these spaces will be largely available for use by patrons of the self-storage facility during working hours, and by Lot 70 residents during evenings and

weekends. Two out-buildings located in the loading area will be removed;

12. The self-storage facility has two employees on site at any time, and generally has no more than two to three customers present at any one time;

13. Another parking easement on Lot 60 for the benefit of Lot 70, this one for three stalls, will be located near the Willow Street exit from Lot 70;

14. The traffic impact of the proposed development would be minimal and certainly less intrusive to this burgeoning residential area and the Watsessing School than an active industrial use would be;

15. A buffered garbage dumpster area will be situated between the three parking stalls on Willow Street and the Willow Street egress from the site. The dumpster area will be screened on all sides with a board on board, gated fence and evergreen plantings 6 to 7 feet high. A bulk variance is necessary for this accessory structure being located in a front yard;

16. There will be 35 parking stalls under and around Building A, and 38 parking stalls under and around Building B. Inclusive of the easement stalls on Lot 60, there will be a total of 89 stalls available for the two mid-rise apartments, which exceeds the 87 required by the Residential Site Improvement Standards;

17. Entrance to the site will be from Locust Avenue; no exit onto Locust from the site will be permitted. The only exit will be onto Willow Street, which will not permit entering traffic. Electric gates operated by card or key punch will provide security. Internal circulation will be both one-way and two-way;

18. As originally proposed, both buildings would be four floors with a total of 52 units, 24 in Building A and 28 in Building B. Applicant agreed to step back Building B from the common lot line with a two family dwelling located at 99 Willow Street, Block 129, Lot 26, and to reduce the height of the Building by one floor. This minimizes the impact of Building B on the two family dwelling;

19. The final proposal submitted to the Board was for 44 units, 24 in Building A and 20 in Building B. Of the 44 units, 38 will be two bedrooms and 6 one bedroom; all six one bedroom units will be in Building B. All units will be sold as condominiums;

20. At 44 units, the density will be 45.8 units to the acre. The R-6, Garden Apartment Zoning District, permits mid-rise apartment buildings at a density of 50 units per acre;

21. Bulk variances are required for that portion of Lot 70 in the R-2B Zone for a twenty foot rear yard setback, where 25 feet is required, and for building coverage of 33.1%, where 25%

is permitted. As a result of the subdivision, Lot 60 needs bulk variances for building coverage, which increases from 68% to 86%, both of which exceed the 65% maximum building coverage, and for minimum side yard setback, which decreases from 8.45 feet to 2.35 feet, with a minimum of 10 feet permitted in the M-1 Zone;

22. The entrance gate on Locust Avenue will be set back sufficiently from the property line to permit a vehicle seeking to enter from blocking vehicle and pedestrian traffic on Locust while gaining entry to the site through the electronic gate system. The exit gate on Willow Street will contain a mechanism for emergency vehicles to enter the site through that gate. An intercom system will allow residents to open the Locust Avenue gate from their units for visiting vehicles;

23. As modified, Building B will be no closer than 22.5 feet from the dwelling at 99 Willow Street, and 21.3 feet from the joint property line. Stepbacks above the first floor in the southwest corner of Building B will further reduce the visual impact of the development on 99 Willow Street;

24. A landscaped buffered area will separate Building B and its ground floor parking stalls from 99 Willow Street, with a minimum width of 12.1 feet. The buffering will include a lawn area, trees and fencing, sufficient to preclude lights from cars parking head-on toward 99 Willow Street from affecting the property;

25. The majority of Lot 70 is located in the M-1, Industrial Zone. This includes all of the current Lot 70 and most of the portion to be subdivided from Lot 60. The remainder of the Lot 60 subdivided parcel, a total of 7,000 square feet, is in the R-2B, Two-Family Zone. Neither zone permits multi-family dwellings or more than one principal building on a lot;

26. To the west of Building B, along the common lot line with the Watsessing School, will be a concrete wall with a four foot aluminum fence on top. An 8.5 foot wide landscaped buffer area will separate the wall from the lot line. Building B will be set back twenty feet from the westerly common lot line with the Watsessing School property;

27. Building A also will be set back twenty feet from the Watsessing School lot line, and ten feet from the common lot line with Lot 60. The thirteen parking stalls on Lot 60 which will be for the use of Lot 70 residents through an easement will have a stairway leading to Building A;

28. The grade of the site, which slopes from south to north, will be raised two to six feet at the Building A location, to a level above the 100 year flood plain elevation. Retaining walls around the perimeter of the site, along with the storm water drainage system, will prevent discharge of storm water off-site, including the school property;

29. Locust Avenue has an elevation of 117 feet, which will be the elevation of the entrance driveway to the site. The elevation under Building A will be raised to 123 feet, a 5% slope;

30. An underground brook, or drainage canal, runs through the site. Storm water captured on site will be discharged into the canal, which runs toward Watsessing Park and into the Second River. Currently, storm water sheets into Locust Avenue or Willow Street, or onto the school property. The storm water plan complies with all state and local requirements;

31. Applicant will be placing approximately five feet of fill and retaining walls on top of the drainage canal, which is four feet deep and nine feet wide. Applicant agreed to reconstruct the portion of the canal that runs through the site, if required by the Township and Board Engineers;

32. Columns supporting each structure will be located so that they do not reduce the required 24 foot drive aisles. The columns will be placed on parking stall striping. Similarly, doors leading to stairwells and elevators will not open into the drive aisles;

33. Exterior lighting will comply with the Township's Design Standards of limiting intensity at the property line to 0.1 footcandles;

34. Trash chutes in each building will carry garbage to a compactor located on the ground floor;

35. Both buildings will have a flat roof with a parapet wall. No equipment will be on the roofs, other than ventilation stacks. All HVAC equipment will be contained within each unit;

36. Building A is located entirely in the M-1 Zone, which permits a height of 60 feet, and will be an average height of 56.8 feet high, with a maximum height of 59.6 feet at the northeast corner of the building closest to Lot 60. Building B, which is located in both the M-1 and the R-2B Zones, will be 43.9 feet high. The R-2B Zone limits the height of buildings to 35 feet;

37. Watsessing School is 68 feet high, and the self-storage facility is 40 feet at its highest point. The dwelling on Lot 26 is 33 feet high;

38. The only signage on site will be a 12 square foot sign placed on Building A fourteen feet above ground level, identifying the complex as "Parkside At Bloomfield"; and

39. The subject site is approximately .3 miles from the Watsessing train station, which offers mid-town direct service. The proposed multi-family use therefore promotes the state smart-growth policy of high density residential uses in proximity to commuter mass transit.

On the basis of these findings of fact and the discussion of the Members of the Board present at the hearing, the Zoning Board of Adjustment of the Township of Bloomfield made the following conclusions of law:

1. The site is particularly suited to the proposed multi-family due to its proximity to the train station and the school. The adjacent school makes the permitted industrial uses particularly unsuitable. The elimination of this industrial site promotes the general welfare;

2. The height of the proposed buildings is consistent with the height of the adjacent school and self-storage facility;

3. The setbacks in the upper two floors of Building B, its distance from 99 Willow Street and the landscaped buffer between the structures on the two lots mitigate the height and mass differential between the two family and multi-family uses, thereby accomplishing one of the purposes of the MLUL by preserving light, air and open space;

4. The elimination of a large surface parking lot, a part of which is located in a two-family zone, and replacing it with a residential use creates a preferable transition between the self-storage facility and the detached one and two family homes on Willow Street;

5. Use of this site for industrial purposes is obsolete, given the changes in the neighborhood brought about by the

construction of two-family homes on Willow Street and the proximity of Watsessing School;

6. Promotion of the State's smart-growth principals through construction of high density multi-family residential dwellings near mass transit is an appropriate use of the land;

7. The need for height and FAR variances are solely the result of the split zoning of the parking lot, part of which is in the R-2B Zone. This creates a hardship due to the incompatibility between two-family and industrial zones, and would subject even conforming industrial development in the M-1 Zone to variance relief;

8. The bulk violations are subsumed within the use variances. Moreover, variances for these violations are warranted due to hardship and because the benefits outweigh any detriments;

9. Any negative impact of the proposed development on neighboring properties is minimal, due in large measure to the Applicant's agreement to modify Building B by reducing its height and stepping back its facade, thereby minimizing the intrusiveness of the development;

10. The proposed development is not inconsistent with the zone plan or zoning ordinance because, as the recent zone change evidences, this is an area transitioning from industrial to residential; and

11. The proposed development complies with the requirements of the Township Land Development Ordinance governing site plan and minor subdivision approval.

On the basis of these findings of fact and conclusions of law, and the discussion of the Members of the Board present at the hearing, the Zoning Board of Adjustment of the Township of Bloomfield determined (i) by a vote of six in favor and one opposed, that this application should be bifurcated due to modifications to the site plan necessitated by the Applicant's agreement to reduce the height of Building B by one floor; (ii) by a vote of six in favor and one opposed, that all (d) and (c) variances should be granted; and (iii) by a vote of six in favor and one opposed, that preliminary and final site plan and minor subdivision approval was warranted. In support of its decision, the Board concluded that the benefits of granting the application outweighed any detriment, and that granting the requested variances would not substantially impair the intent and purpose of the Zoning Ordinance. In particular, the Members of the Board concluded that the Applicant's plans would enhance the neighborhood and promote safety by eliminating unsightly and incompatible industrial structures. Accordingly, the Board concluded that the proposed development would not have a negative impact on the neighborhood or constitute a detriment to the zone

plan or Ordinance. In addition, the Applicant had met the criteria in the Township's Site Plan Ordinance justifying preliminary and final site plan approval.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield that the application for a (d) and (c) variances and preliminary and final site plan and minor subdivision approval to permit the construction of two mid-rise apartment buildings with a total of 44 units at property located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, be and hereby is GRANTED, subject to:

1. Conformance with the engineering and architectural plans accompanying the application submitted to the Board, as modified at the February 9, 2006 and March 9, 2006 hearings, including, without limitation, a reduction in the height of Building B to three residential floors above parking, the step backs incorporated into the design of Building B and a total number of 44 units in both buildings;
2. Building code requirements;
3. Reconstruction of that portion of the drainage canal that runs through the site, if required by the Township and Board Engineers;
4. Limiting the usage of Lot 60 to self-storage only to minimize traffic and the intensity of the use on the Lot;

3. Compliance with the March 6, 2006 memorandum from Anthony Marucci, Board Engineer;
6. Consulting with the Watsessing Heights Neighborhood Association on the design of the buildings's facade; and
7. Cooperation with the Bloomfield Board of Education to limit dust, dirt and other possible environmental impacts on the Watsessing School.

February 9, 2006:

IN FAVOR OF BIFURCATION AND GRANTING THE VARIANCES:

Ms. Barucky	Yes
Mr. Balnicki	Yes
Mr. DeMarino	Yes
Chairman Lazar	Yes
Mr. Malfatto	Yes
Mr. Mauro	Yes
	(7) Yes

OPPOSED TO BIFURCATION AND GRANTING THE VARIANCES:

Mr. Michalski	No
	(1) No

March 9, 2006:

IN FAVOR OF PRELIMINARY AND FINAL SITE PLAN APPROVAL AND MINOR SUBDIVISION APPROVAL:

Ms. Barucky	Yes
Mr. Balnicki	Yes
Mr. Debold	Yes
Mr. DeMarino	Yes
Chairman Lazar	Yes
Mr. Malfatto	Yes

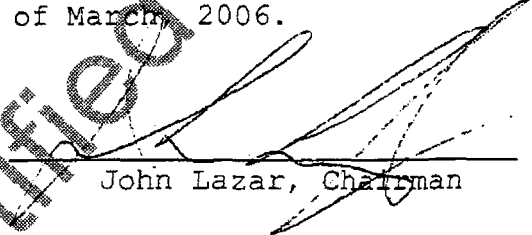
(6) Yes

OPPOSED TO PRELIMINARY AND FINAL SITE PLAN APPROVAL AND
MINOR SUBDIVISION APPROVAL:

Mr. Michalski No

(1) No

The undersigned, a member of the Township of Bloomfield
Zoning Board of Adjustment, certifies that the foregoing is a
true copy of the Resolution adopted on the 11th day of May, 2006
to reflect the action taken by said Board on the 9th day of
February, 2006 and the 9th day of March, 2006.



John Lazar, Chairman

RECORDING INFORMATION SHEET

ESSEX COUNTY REGISTER'S OFFICE
HALL OF RECORDS , ROOM 130
465 MARTIN LUTHER KING Jr. Blvd
NEWARK NJ 07102

INSTRUMENT NUMBER:
13008344

DOCUMENT TYPE :
DEED

Official Use Only

PHILIP THIGPEN, REGISTER
ESSEX COUNTY, NJ

INSTRUMENT NUMBER
13008344
RECORDED ON
January 28, 2013 02:25 pm
BOOK:12413 PAGE:6476

LJ

CONSIDERATION (R) \$0.00

MAIL COPY _____

NO COPY _____

ENVELOPE _____

ADDITIONAL STAMPINGS _____

Return Address (for recorded documents)
FIRST AMERICAN TITLE INSURANCE CO.
104 CARNEGIE CENTER

SUITE 101
PRINCETON NJ 08540

No. Of Pages (excluding Summary Sheet) 21

Recording Fee (excluding Transfer Tax) \$240.00

Realty Transfer Tax \$0.00

Amount Charged (Charge) \$240.00

Municipality BLOOMFIELD

Parcel Information Block 129
Lot 60*

First Party Name AMSDELL STORAGE VENTURES VIII

Second Party Name PARKWAY SELF STORAGE LLC

Additional Information (Official Use Only)

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ESSEX COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

FIRST AMENDEMNT TO EASEMENT

THIS FIRST AMENDEMNT EASEMENT (this "Agreement"), dated as of the 21st day of December, 2012, is made by and between **AMSDELL STORAGE VENTURES VIII, LLC**, a Delaware limited liability company with an address at 20445 Emerald Parkway Drive, SW - Suite 220, Cleveland, Ohio 44135, as the owner of that certain parcel of real estate hereinafter defined as Parcel A ("Grantor") and Parkway Self Storage, LLC, a New Jersey limited liability company with an address at 138 Liberty Street, Metuchen, New Jersey 08840, as the owner of that certain parcel of real hereinafter defined as Parcel B ("Grantee").

WHEREAS, The Grantor is the owner of land which is situated in the Township of Bloomfield, County of Essex, State of New Jersey and shown on the tax map of the Township of Bloomfield as Block 129, Lot 60 and set forth in the attached Exhibit A ("Parcel A") pursuant to that certain Deed from Parkway Self Storage, LLC to Grantor dated as of December 19, 2012, and is the successor-in-interest to Grantee with respect to Parcel A.

WHEREAS, Grantee is the owner in fee title of that certain parcel of land which is located in the Township of Bloomfield, County of Essex and State of New Jersey and shown on the tax Map of the Township of Bloomfield as Block 129, Lot 70 and as set forth on the attached Exhibit B ("Parcel B").

WHEREAS, On or about May 11, 2006, the Township of Bloomfield Zoning Board of Adjustment adopted a Resolution (the "Resolution") regarding Parcel A and Parcel B, whereby, *inter alia*, the Grantor is obligated to provide an easement for parking in accordance with Paragraphs 11 and 13 of the Resolution (the "Parking Easement").

WHEREAS, Parkway Self Storage, LLC, on behalf of itself and its successors and assigns, created the Parking Easement for the benefit of the Grantee, its successors and assigns, all in accordance with the terms and conditions of the Resolution, a copy of which Resolution was recorded in the Essex County Register's Office as an exhibit to the Subdivision Deed with respect to Parcel A and Parcel B, in Book 12039 at Page 784 (the "Subdivision Deed").

WHEREAS on or about May 11, 2011, the Board adopted a resolution, which *inter alia*, slightly modified the terms and conditions of the Parking Easement (the "Amended Easement"), a copy of which resolution is annexed hereto as Exhibit C (the "Amended Resolution").

WHEREAS, Grantor and Grantee desire to amend the Parking Easement which shall burden Parcel A and benefit Parcel B as set forth in the Resolution and the Amended Resolution and as set forth herein.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. **Location.** Grantor created the Parking Easement as set forth in the Subdivision Deed and this Agreement does not alter or relocate the area of the Parking Easement.

NCS 585321
Record and Return
First American Title Insurance Co.
104 Carnegie Center, Suite 101
Princeton, NJ 08540
Acct # 8404

2. **Duration.** The Easement shall be perpetual until such time as the Grantor and the Grantee, or their respective successors in interest or assigns, shall agree to amend or terminate the Easement by written instrument which is recorded in the Essex County Register's Office, subject, at all times, to the obligation of the Grantor and the Grantee to obtain any requisite approval of the Municipality of Bloomfield with regard to the modification or termination of the Easement.
3. **Representations & Warranties.** Grantee represents and warrants that, except for completing this Agreement and delivering it to the Township Tax Assessor and Board's attorney, it has otherwise complied with all conditions required by the Amended Resolution, including but not limited to obtaining a stream encroachment permit from the New Jersey Department of Environmental Protection, a sanitary sewer extension permit and soil conservation permit from the Hudson-Essex-Passaic Conservation District (copies of which shall be furnished to Grantor promptly after execution of this Agreement), and shall comply with all such conditions specified in the Amended Resolutions going forward. Furthermore, Grantee or its counsel shall deliver a fully executed copy of this Agreement to the Township Tax Assessor and the Board's attorney promptly upon execution by both parties.
4. **Amended Easement.** In accordance with the Amended Resolution, the Parking Easement is hereby amended as follows:
 - A. The loading dock and fire stairwell on the westerly facade of the existing self-storage facility shall not have to be demolished, and
 - B. The parking areas originally designated for 13 parking spaces shall be reduced to 7 parking spaces with 3 of those parking spaces being parallel to the lot line between Parcel A and Parcel B (off Locust Avenue) and 4 of those spaces being perpendicular which shall be located on the south side of the Parking Easement area (off of Locust Avenue), and
 - C. The revised parking spaces shall be accessible solely from Locust Avenue and the residents of Parcel B shall only be permitted to use the 3 parking spaces that are parallel to the lot line between Parcel A and Parcel B (off Locust Avenue), and such use shall be for overnight parking between the hours of 7:00pm and 8:00am only ("Share Parking Spaces"). Such 3 parking spaces shall be visibly marked by Grantee, at its sole expense, for such overnight use.
 - D. Grantor, at its sole cost, shall be responsible for maintaining the Shared Parking Spaces generally free of snow and debris, and otherwise in a commercially reasonable condition for the intended use of parking automobiles.
5. **Conflict with Amended Resolution.** To the extent that the terms and conditions of this Agreement or the Easement conflict with any of the terms and conditions of the Amended Resolution, such conflict will be resolved in favor to the terms and conditions of the Amended Resolution.
6. **Insurance.** At all times while this Agreement is in effect, Grantee, and or its successors and

assigns must obtain and maintain commercial general liability insurance, with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, death and property damage liability, and add Grantor as an additional insured. Grantee must deliver a certificate evidencing such insurance to the other party within ten (10) business days following the request by Grantor.

7. **Mutual Indemnities.** Grantee hereby agrees to indemnify, defend and hold Grantor, its affiliates (including but not limited to Compass Self Storage, LLC), its successors, assigns and their respective officers, partners, beneficiaries, tenants, invitees, employees, lenders, attorneys and/or other agents (collectively, "Grantor Permittees") harmless from any and all Liabilities (hereinafter defined) which arise out of or relate to the use of the area of the Parking Easement (as amended by the Amended Easement) by Grantee, its successors and assigns, and or their respective tenants, grantees, licensees, visitors, guests, residents, invitees, customers, employees, agents, representatives, heirs, executors, administrators, legal representatives, (collectively, the "Grantee Permittees"), except for any Liabilities that arise directly as a result of Grantor's gross negligence or willful misconduct in the performance of any of its obligations under Paragraph 3(D) of this Agreement, or otherwise. Grantor hereby agrees to indemnify, defend and hold Grantee and the Grantee Permittees harmless from any and all Liabilities which arise out of or relate to the use of the area of the Parking Easement (as amended by the Amended Easement) by Grantee and/or Grantee's Permittees except for any Liabilities that arise directly as a result of Grantee's or Grantee's Permittees' gross negligence or willful misconduct. For purposes of this Agreement, "Liabilities" shall mean any and all losses, claims, charges, debts, demands, actions, causes of action, suits, damages, obligations, payments, costs and expenses (including reasonable, out-of-pocket attorneys' fees), and other liabilities, including, without limitation, all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising. Notwithstanding anything herein to the contrary, under no circumstances shall either party be entitled to any indirect, special, consequential or punitive damages, "overhead" or similar charges or damages as a result of the foregoing indemnities.
8. **Mutual Waiver of Liability.** Except as otherwise provided for in Paragraph 7 above or elsewhere in this Agreement, the parties and their respective successors and assigns, and or their owners, directors, members, employees, agents or anyone claiming by, through or under either party agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, that either party, their owners, directors, members, employees, agents, assigns, independent contractors, or anyone claiming by, through or under either party, have or may have for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the area of the Parking Easement, (as amended by the Amended Easement) originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees (including Grantor's Permittees and Grantee's Permittees). All insurance policies carried by either party covering the Parking Easement (as amended by the Amended Easement) shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party hereto.
9. **Recordation.** Either party may record this Agreement, at any time, in its absolute discretion. It is the intention of the Grantor and the Grantee that this Agreement will be recorded in the

land records maintained by the Register's Office, Essex County, New Jersey.

- 10. Binding nature.** This Agreement is binding upon the Grantor and the Grantee, their respective successors and assigns. The Parking Easement shall be deemed to be, and shall be construed as, vesting property rights which shall run with the land.
- 11. Notices.** Notices shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to such party at the address set forth above, or at such other address or to such other person that the respective parties may hereinafter designate by giving notice in writing to the other party.
- 12. Waiver.** A waiver on any one occasion by either party with respect to one or more of the terms and/or provisions of this Agreement shall not be construed as a bar to or a waiver of any such right or remedy on any future occasion.
- 13. Gender and Number.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender, or the plural or singular number is intended to include the appropriate gender and number as the text of the within Agreement may require.
- 14. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- 15. Captions.** The captions used herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 16. Amendment.** This Agreement may not be amended except by an instrument signed in writing on behalf of each of the parties hereto. No variations, alterations, deviations, deletions or extra work can be made unless both parties specifically agree in writing.
- 17. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all other agreements, written and oral, among the parties or any of them with respect to the subject matter hereof.
- 18. Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Agreement on the dates set forth below.

PARKWAY SELF STORAGE, LLC

By: 
Dominick Paragano,
Managing Member

**AMSDOLL STORAGE VENTURES VIII,
LLC, a Delaware limited liability company**

By: AMSDELL CONSTRUCTION, INC.,
Manager

By: _____
Todd C. Amsdell,
President

Not Certified Copy

STATE OF NEW JERSEY)

) ss.:

COUNTY OF HUDSON)

I CERTIFY that on January 14, 2013, Dominick Paragano, Managing Member of Parkway Self Storage, LLC personally, to me known, who, being by me duly sworn, did depose and state that he executed the foregoing instrument, being duly authorized as the Managing Member of Parkway Self Storage, LLC to execute same as the act and deed of Parkway Self Storage, LLC.


Kerry Brian Flowers, Esq.
Attorney of the Law of the State of NJ

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Agreement on the dates set forth below.

PARKWAY SELF STORAGE, LLC

By: Dominick Paragano,
Managing Member

**AMSDOLL STORAGE VENTURES VIII,
LLC, a Delaware limited liability company**

By: AMSDELL CONSTRUCTION, INC.,
Manager

By: Todd C. Amsdell,
President

Not Certified Copy

STATE OF OHIO)

) so:

COUNTY OF CUYAHOGA)

On the 15th day of ~~December~~ ^{January} 201~~2~~¹³, before me personally appeared Todd C. Amsdell, who acknowledged under oath that he is the President of Amsdell Construction, Inc., the Manager of Amsdell Storage Ventures VIII, LLC, and as such was authorized to execute this instrument on behalf said entity.

Dana Petry
Notary Public

DANA PETRY
Notary Public, State of Ohio
Recorded in Medina County
My Commission Expires Apr. 27, 2014

STATE OF NEW JERSEY)

) ss:

COUNTY OF HUDSON)

On the _____ day of December, 2012, before me personally appeared Dominick Paragano, who acknowledged under oath that he is the Managing Member of Parkway Self Storage, LLC, and as such was authorized to execute this instrument on behalf of said entity.

Kerry Brian Flowers
Attorney At Law
State of New Jersey

Record and Return to:

Kerry Brian Flowers, Esq.
Flowers & O'Brien, LLC
70 Adams Street
4th Floor
Hoboken, NJ 07030

EXHIBIT A – Parcel A

Real property in the Township of Bloomfield, County of Essex, State of New Jersey, described as follows:

BEING proposed Lot 60, Block 129, a portion of existing Lot 60 and being as shown on a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc., more particularly described as follows:

BEGINNING at a point in the southwesterly sideline of Locust Avenue, 50 feet wide, where same is intersected by the northwesterly sideline of John F. Kennedy Drive, width varies, and running; Thence

- 1) Along said sideline of John F. Kennedy Drive, South $27^{\circ} 18' 00''$ West, 120.00 feet to an angle point in same; Thence
- 2) Still along said sideline, South $62^{\circ} 42' 00''$ East, 1.87 feet to an angle point in same; Thence
- 3) Still along said sideline, South $27^{\circ} 32' 28''$ West, 72.29 feet to a point of curve in same; Thence
- 4) Still along said sideline, along a curve to the left having a radius of 37,825.87 feet, an arc length of 65.00 feet, the chord of which bears South $27^{\circ} 29' 31''$ West, 65.00 feet to a point where same is intersected by the northeasterly sideline of Willow Street, 50 feet wide; Thence
- 5) Along said sideline, North $62^{\circ} 30' 00''$ West, 436.81 feet to an angle point in same; Thence
- 6) By a new line through said existing Lot 60 and then along the division line between said Lot 60 and Lot 70, Block 129, North $68^{\circ} 40' 00''$ East, 180.91 feet to an angle point in same; Thence
- 7) Still along said division line between Lots 60 and 70, South $62^{\circ} 42' 00''$ East, 47.40 feet to an angle point in same; Thence
- 8) Still along said division line, North $27^{\circ} 18' 00''$ East, 120.00 feet to a point in the aforesaid southwesterly sideline of Locust Avenue; Thence
- 9) Along said sideline, South $62^{\circ} 42' 00''$ East, 268.50 feet to a point where same is intersected by the aforesaid northwesterly sideline of John F. Kennedy Drive and the place of BEGINNING.

Containing 83,776 Square Feet or 1.9232 Acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey". Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc.

EXHIBIT B
Parcel B



54 Horsehill Road
Cedar Knolls, New Jersey 07927
Phone: 973-359-8400
FAX: 973-359-8455
www.omland.com

August 7, 2006
OEA Proj. 040301

DESCRIPTION OF A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF
BLOOMFIELD, ESSEX COUNTY, NEW JERSEY.

BEING proposed Lot 70, Block 129, existing Lot 70 and a portion of existing Lot 60 and being as shown on a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc., more particularly described as follows:

BEGINNING at a point in the southwesterly sideline of Locust Avenue, 50 feet wide, where same is intersected by the division line between said Lots 60 and 70, said point being distant northwesterly along said sideline, 268.50 feet from a point where same is intersected by the northwesterly sideline of John F. Kennedy Drive, width varies, and running; Thence

- 1) Along said division line between said Lots 60 and 70, South 27° 18' 00" West, 120.00 feet to an angle point in same; Thence
- 2) Still along said division line, North 62° 42' 00" West, 47.40 feet to an angle point in same; Thence
- 3) Still along said division line and then by a new line through existing Lot 60 and then along the northwesterly sideline of Willow Street, 55 feet wide, South 68° 40' 00" West, 255.82 feet to a point where same is intersected by the division line between said proposed Lot 70 and Lot 26, Block 129; Thence
- 4) Along said division line, North 21° 20' 00" West, 137.17 feet to a point where same is intersected by the division line between said Lot 70 and Lot 8, Block 129; Thence
- 5) Along said division line and then the division line between said Lot 70 and Lot 75, Block 129, North 76° 41' 27" East, 176.73 feet to an angle point in same; Thence
- 6) Still along said division line, South 21° 20' 00" East, 59.61 feet to an angle point in same; Thence

Description of Proposed Lot 70, Block 129
Bloomfield, New Jersey
August 7, 2006
Page 2 of 2

- 7) Still along said division line, North $27^{\circ} 30' 00''$ East, 145.70 feet to a point where same is intersected by the aforesaid southwesterly sideline of Locust Avenue; Thence
- 8) Along said sideline, South $62^{\circ} 42' 00''$ East, 140.00 feet to a point where same is intersected by the aforesaid division line between Lots 60 and 70 and the place of BEGINNING.

Containing 42,004 Square Feet or 0.9643 Acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc.

This description prepared by:

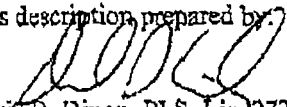

David B. Dixon, PLS, Lic. 27282

EXHIBIT C – 2011 Board Resolutions

Record and Return to:

Kerry Brian Flowers, Esq.

Flowers & O'Brien, LLC

70 Adams Street

4th Floor

Hoboken, NJ 07030

**RESOLUTION OF THE
TOWNSHIP OF BLOOMFIELD
ZONING BOARD OF ADJUSTMENT**

RESOLUTION IN THE MATTER OF THE APPLICATION
OF PARKSIDE AT BLOOMFIELD, LLC AS APPLICANT
AND PARKWAY SELF STORAGE, LLC AS OWNER, FOR
AMENDED PRELIMINARY AND FINAL SITE PLAN
APPROVAL, PERMITTING THE CONSTRUCTION OF TWO
MID-RISE APARTMENT BUILDINGS AT PROPERTY
LOCATED AT 58 LOCUST AVENUE, BLOCK 129, LOTS
60 AND 70.

WHEREAS, Parkside at Bloomfield, LLC, as applicant and
Parkway Self Storage, LLC, as owner, filed an application with
respect to premises located at 58 Locust Avenue in the Township
of Bloomfield, Block 129, Lots 60 and 70; and

WHEREAS, Applicant had previously received approvals for
variances pursuant to N.J.S. 40:55D-70(d) and (c), for
preliminary and final site plan approval and for a minor
subdivision, to permit the construction of two mid-rise apartment
buildings totaling 44 units in February and March, 2006, with the
memorializing resolution adopted on May 11, 2006. Notice of the
adoption of the Resolution was published on May 24, 2006; and

WHEREAS, the deed effectuating the minor subdivision was
recorded in the Essex County Registrar's Office on March 23,
2007, Book 12039, Page 8820. The subdivision deed included
perpetual parking and access easements burdening Lot 60 and
benefitting the residents of the two apartment buildings on Lot
70; and

WHEREAS, final site plan approval is protected from changes to the Township's Zoning Ordinance for a period of two years from the date of adoption of the resolution granting final approval pursuant to N.J.S.A. 40:55D-52; and

WHEREAS, on June 8, 2008, the Board granted the Applicant an extension of final site plan approval and of the time to implement the variances, which, pursuant to Section 315-9(H) of the Township's Land Development Ordinance, expire after two years from notice of publication of adoption of the resolution if construction of the project has not commenced; and

WHEREAS, by virtue of the enactment of the Permit Extension Act of 2008, N.J.S.A. 40:55D-136.1, et. seq., which became effective September 6, 2008, the expiration of the period of approval for "any governmental approval in existence" from January 1, 2007 through July 1, 2010 was tolled. An "approval" included "preliminary and final approval granted in connection with an application for development pursuant to" the Municipal Land Use Law; and

WHEREAS, the Permit Extension Act tolled the expiration of the protections afforded to the 2006 site plan approval and the expiration of the variances granted with the approval beyond the period afforded by the 2008 extension granted by the Board; and

WHEREAS, by amendment to the Permit Extension Act effective January 18, 2010, the tolling period was extended through December 31, 2011; and

WHEREAS, the Applicant has now filed an application for amended site plan approval, seeking to reduce the height and density of Building A, which was approved for four stories and 24 units, and a reduction in the number of parking spaces to be located on the adjacent self-storage warehouse lot; and

WHEREAS, a hearing on this application was held before the Bloomfield Zoning Board of Adjustment on April 21, 2011; and WHEREAS, the Applicant filed an affidavit with this Board showing compliance with the statutory requirements concerning notice to the affected property owners and of making proper and timely publication of the application in the official newspaper of the Township of Bloomfield.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield as follows:

This is an application for amended preliminary and final site plan approval. As originally approved in 2006, the project consisted of two apartment buildings; one, Building A, fronting on Locust Street, would be four stories over parking and 24 units; the second, Building B, would be three stories over parking and 20 units. Applicant now proposes to remove a floor

on Building A, which would front on Locust Avenue, thereby reducing it to three stories over parking, and eliminating four units in that building. The amended plan would also reduce the number of parking spaces allocated to the project which would be located on Lot 60, which is improved with a self-storage warehouse. The prior approval included 16 parking stalls on Lot 60, 13 stalls adjacent to the self-storage warehouse accessible from Locust Avenue and three stalls accessible from Willow Street. The proposed amendment would reduce the 13 stalls to 7, while leaving the other three stalls on the southerly part of Lot 60 fronting on Willow Street.

The Applicants were represented by W. Mark O'Brien, Esq., of the firm Flowers & O'Brien, LLC. Mr. O'Brien presented the testimony of Dominick Paragano, a principal of the applicant who is also the managing member of the entity controlling the self-storage warehouse, Kenneth Fox, a New Jersey Licensed professional architect, and Anthony Facchino, a New Jersey licensed professional engineer with the firm Omland Engineering. Both Mr. Fox and Mr. Facchino were accepted by the Board as experts in their respective fields. No member of the public spoke with respect to this application.

Based on the evidence presented at the hearing, the Board made the following findings of fact and conclusions of law:

As originally approved, Building A would contain four stories of 24 residential units over ground floor parking and Building B would be three residential stories over parking and 20 units. The removal of one floor from Building A, which would front on Locust Avenue, would result in both proposed buildings being three stories over parking, which is preferable to the buildings having different heights. Building A would now be 12 feet lower than originally approved. The loss of one floor would reduce the number of units in Building A to 20, so both buildings would now contain 20 units for a total of 40 units, thereby reducing the density of the project.

The reconfiguration of the parking area located on Lot 60 between the self-storage warehouse and Building A was deemed necessary by the Applicant because of the owner's desire to maintain an existing loading dock and exterior fire stairwell on the western side wall of the self-storage building. The fire stairwell and loading dock were designated for removal in the plans approved in 2006. This parking area was approved for 13 perpendicular spaces adjacent to the common lot line with Lot 70. The redesigned parking area would now have 7 stalls, with three parallel parking spaces along the common lot line and four perpendicular stalls further to the south. This area is accessible only from Locust Avenue and will be limited to overnight parking only for the Lot 70 residents. Three other

spaces on Lot 60 for use by the residential project, which would be accessible from Willow Street, will remain. The total number of parking spaces will be reduced from 89 to 83, which exceeds the 79 spaces required by RSIS for the 6 one bedrooms and 34 two bedrooms to be constructed in the two proposed apartment buildings. Applicant will record an amendment to the easement governing the Lot 60 parking area accessible from Locust Avenue to reflect the reduction in spaces from 13 to 7 and limiting the use of the three parallel stalls in that parking area by the residents of Lot 70 to overnight parking only.

As a result of these findings of fact and conclusions of law, the Members of the Zoning Board of Adjustment of the Township of Bloomfield, by a vote of seven (7) in favor and none opposed, determined that the application for amended site plan approval should be granted, because the modifications proposed by the Applicant constitute a better planning alternative than the original approval because the two proposed apartment buildings reducing the height of Building A to conform with the height of Building B improves the aesthetics of the project.

The Board also notes that the Permit Extension Act, as amended, tolled the expiration of the protections afforded Applicant's 2006 final site plan approval and the expiration of the concomitant (c) and (d) variances until, December 31, 2012.

Thus, the variances remain valid. The amended preliminary and final site plan approval granted by the Board and memorialized in this resolution relates back to the date of the 2005 approval, and thus does not start the expiration period anew. See, Cox & Koenig, *New Jersey Zoning and Land Use Administration*, §15-5.4, page 385 (GANW 2011).

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Bloomfield that the application of Parkside at Bloomfield, LLC, as applicant and Parkway Self Storage, LLC, as owner, with respect to premises located at 58 Locust Avenue in the Township of Bloomfield, Block 129, Lots 60 and 70, for amended preliminary and final site plan approval, be and hereby is GRANTED, subject to (i) the recording of an amendment to the easement permitting access to and parking on the Locust Avenue parking area located on Lot 60 by the residents of Lot 70 limiting the use of the three parallel spaces in that parking area by the residents of Lot 70 to overnight hours only; (ii) Applicant providing copies of the recorded amendment to the Township Tax Assessor and the Board's attorney; (iii) Applicant obtaining all other governmental approvals, including, without limitation, a stream encroachment permit from the New Jersey Department of Environmental Protection, a sanitary sewer extension permit and a soil conservation permit from the Hudson-Essex-Passaic Soil Conservation District; (iv) conformance with

the engineering and architectural plans accompanying the application for amended preliminary and final site plan approval, including, without limitation, a reduction in the height of Building A to three residential floors above parking and the reduction in the number of parking stalls in the parking area on Lot 60 accessible from Locust Avenue from 13 to 7; and (v) conformance with the conditions of approval set forth in the resolution memorializing the 2006 approval.

IN FAVOR OF GRANTING AMENDED PRELIMINARY AND FINAL SITE PLAN APPROVAL:

Mr. Balnicki	Yes
Mr. Bunin	Yes
Ms. Carroll	Yes
Mr. Debold	Yes
Chairman Michalski	Yes
Mr. Prince	Yes
Mr. Spethman	Yes

(7) Yes

OPPOSED TO GRANTING AMENDED PRELIMINARY AND FINAL SITE PLAN APPROVAL:

None

(0) No

The undersigned, a member of the Township of Bloomfield Zoning Board of Adjustment, certifies that the foregoing is a true copy of the Resolution adopted on the 18th day of May, 2011, to reflect the action taken by said Board on the 21st day of April, 2011.


Edward Michalski, Chairman

Revised Jan 2013

RECORDING INFORMATION SHEET

ESSEX COUNTY REGISTER'S OFFICE
HALL OF RECORDS , ROOM 130
465 MARTIN LUTHER KING Jr. Blvd
NEWARK NJ 07102

INSTRUMENT NUMBER:
13008340

DOCUMENT TYPE :
DEED

Official Use Only

PHILIP THIGPEN, REGISTER
ESSEX COUNTY, NJ

INSTRUMENT NUMBER
13008340
RECORDED ON
January 28, 2013 02:23 pm
BOOK:12413 PAGE:6447

LJ

Return Address (for recorded documents)
FIRST AMERICAN TITLE INSURANCE CO.
104 CARNEGIE CENTER

SUITE 101
PRINCETON NJ 08540

No. Of Pages (excluding Summary Sheet) 10

Recording Fee (excluding Transfer Tax) \$120.00

Realty Transfer Tax \$0.00

Amount Charged (Charge) \$120.00

Municipality BLOOMFIELD

Parcel Information
Block 129
Lot 60*

First Party Name PARKWAY SELF STORAGE LLC

Second Party Name AMSDELL STORAGE VENTURES VIII

Additional Information (Official Use Only)

CONSIDERATION (R) \$0.00

MAIL COPY _____
NO COPY _____
ENVELOPE _____

ADDITIONAL STAMPINGS

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ESSEX COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

DEED RESTRICTION AGREEMENT

THIS DEED RESTRICTION AGREEMENT (this "Agreement"), dated as of the 20th day of December, 2012, is made by and between and **AMSDELL STORAGE VENTURES VIII, LLC**, a Delaware limited liability company with an address at 20445 Emerald Parkway Drive, SW – Suite 220, Cleveland, Ohio 44135, as the owner of that certain parcel of real estate hereinafter defined as Parcel A ("Amsdell") and Parkway Self Storage, LLC, a New Jersey limited liability company with an address at 138 Liberty Street, Metuchen, New Jersey 08840, as the owner of that certain parcel of real estate hereinafter defined as Parcel B ("Parkway").

WHEREAS, Amsdell is about to become the owner of land which is situated in the Township of Bloomfield, County of Essex, State of New Jersey and shown on the tax map of the Township of Bloomfield as Block 129, Lot 60 and set forth in the attached Exhibit A ("Parcel A").

WHEREAS, Parkway is the owner in fee title of that certain parcel of land which is located in the Township of Bloomfield, County of Essex and State of New Jersey and shown on the tax Map of the Township of Bloomfield as Block 129, Lot 70 and as set forth on the attached Exhibit B ("Parcel B").

WHEREAS, Parkway has agreed to sell Parcel A to Amsdell in accordance with the terms and conditions of that certain Purchase and Sale Agreement between the parties which requires, *inter alia*, as a condition of closing that the within instrument be executed and delivered for recording.

WHEREAS, the conveyance is evidenced by that certain deed between Parkway as Grantor and Amsdell as Grantee dated as of December 19, 2012 and intended to be recorded in the Register's Office of Essex County, New Jersey (the "Deed").

WHEREAS, Parkway intends to develop Parcel B for residential use and Amsdell is aware of the plans of Parkway to develop Parcel for residential use.

WHEREAS, Amsdell has agreed to execute and deliver this instrument as a condition of Parkway executing and delivering the Deed.

WHEREAS, Parkway, on its behalf and for its affiliates and/or any future owners of Parcel B agrees to forego any right to use or operate Parcel B for the purpose of building or operating any self-storage, mini-storage, truck rental or similar facilities (the "Parcel B Restriction").

WHEREAS, Amsdell, on its behalf and for its affiliates and/or any future owner of Parcel A agrees to forego any right to change the use of Parcel A from its current use and operation as a self-storage facility to any residential use (the "Parcel A Restriction"); provided, however, that the Parcel A Restriction shall not affect the right to change the use to another use other than any residential use.

WHEREAS, it is the intention of the parties that the Parcel A Restriction shall burden

NC 585321
Record and Return
First American Title Insurance Co.
104 Carnegie Center, Suite 101
Princeton, NJ 08540

AC # 84664

Parcel A and shall benefit Parcel B.

WHEREAS, it is the intention of the parties that the Parcel B Restriction shall burden Parcel B and shall benefit Parcel A.

WHEREAS, Grantor and Grantee desire to establish the Parcel A Restriction and the Parcel B Restriction as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Parkway and Amsdell hereby agree as follows:

1. **Parcel A Restriction.** Amsdell, on behalf of itself and its successors and assigns, hereby creates, confirms and grants the Parcel A Restriction for the benefit of Parcel B, Parkway and its successors and assigns.
2. **Parcel B Restriction.** Parkway, on behalf of itself and its successors and assigns, hereby creates, confirms and grants the Parcel B Restriction for the benefit of Parcel A, Amsdell and its successors and assigns.
3. **Duration.** The Parcel A Restriction and the Parcel B Restriction shall be perpetual until such time as Parkway and Amsdell, or their respective successors in interest or assigns, shall agree to amend or terminate the Parcel A Restriction and/or the Parcel B Restriction by written instrument which is recorded in the Essex County Register's Office, subject, at all times, to the obligation of the parties to obtain any requisite approval of the Municipality of Bloomfield.
4. **Recordation.** Either party may record this Agreement, at any time, in its absolute discretion. It is the intention that this Agreement will be recorded in the land records maintained by the Register's Office, Essex County, New Jersey.
5. **Binding nature.** This Agreement is binding upon the parties hereto, their respective successors and assigns. The Parcel A Restriction and the Parcel B Restriction shall be deemed to severally be, and shall be construed as, vesting property rights which shall run with the land.
6. **Notices.** Notices shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to such party at the address set forth above, or at such other address or to such other person that the respective parties may hereinafter designate by giving notice in writing to the other party.
7. **Waiver.** A waiver on any one occasion by either party with respect to one or more of the terms and/or provisions of this Agreement shall not be construed as a bar to or a waiver of any such right or remedy on any future occasion.
8. **Gender and Number.** In all references herein to any parties, persons, entities or corporations,

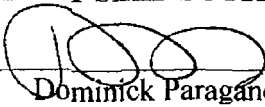
the use of any particular gender, or the plural or singular number is intended to include the appropriate gender and number as the text of the within Agreement may require.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
10. **Captions.** The captions used herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all other agreements, written and oral, among the parties or any of them with respect to the subject matter hereof.
12. **Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Agreement on the dates set forth below.

PARKWAY SELF STORAGE, LLC

By: 
Dominick Paragano,
Managing Member

**AMSDOLL STORAGE VENTURES VIII,
LLC, a Delaware limited liability company**

By: AMSDELL CONSTRUCTION, INC.,
Manager

By: _____
Todd C. Amsdell,
President

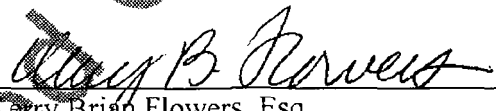
Not Certified Copy

STATE OF NEW JERSEY)

) ss.:

COUNTY OF HUDSON)

I CERTIFY that on January 14, 2013, Dominick Paragano, Managing Member of Parkway Self Storage, LLC personally, to me known, who, being by me duly sworn, did depose and state that he executed the foregoing instrument, being duly authorized as the Managing Member of Parkway Self Storage, LLC to execute same as the act and deed of Parkway Self Storage, LLC.



Kerry Brian Flowers, Esq.
Attorney of the Law of the State of NJ

Not Certified Copy

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Agreement on the dates set forth below.

PARKWAY SELF STORAGE, LLC

By: Dominick Paragano,
Managing Member

**AMSDELL STORAGE VENTURES VIII,
LLC, a Delaware limited liability company**

By: AMSDELL CONSTRUCTION, INC.,
Manager

By: Todd C. Amsdell,
President

Not Certified Copy

STATE OF OHIO

COUNTY OF CUYAHOGA

)
) so:
)

On the 20th day of December 2012, before me personally appeared Todd C. Amsdell, who acknowledged under oath that he is the President of Amsdell Construction, Inc., the Manager of Amsdell Storage Ventures VIII, LLC, and as such was authorized to execute this instrument on behalf said entity.

Dana Petry
Notary Public

DANA PETRY
Notary Public, State of Ohio
Recorded in Medina County
My Commission Expires Apr. 27, 2014

STATE OF NEW JERSEY

COUNTY OF HUDSON

)
) ss:
)

On the _____ day of December, 2012, before me personally appeared Dominick Paragano, who acknowledged under oath that he is the Managing Member of Parkway Self Storage, LLC, and as such was authorized to execute this instrument on behalf of said entity.

Kerry Brian Flowers
Attorney At Law
State of New Jersey

Record and Return to:

Kerry Brian Flowers, Esq.
Flowers & O'Brien, LLC
70 Adams Street
4th Floor
Hoboken, NJ 07030

EXHIBIT A – Parcel A

Real property in the Township of Bloomfield, County of Essex, State of New Jersey, described as follows:

BEING proposed Lot 60, Block 129, a portion of existing Lot 60 and being as shown on a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Orland Engineering Associates, Inc., more particularly described as follows:

BEGINNING at a point in the southwesterly sideline of Locust Avenue, 50 feet wide, where same is intersected by the northwesterly sideline of John F. Kennedy Drive, width varies, and running; Thence

- 1) Along said sideline of John F. Kennedy Drive, South 27° 18' 00" West, 120.00 feet to an angle point in same; Thence
- 2) Still along said sideline, South 62° 42' 00" East, 1.87 feet to an angle point in same; Thence
- 3) Still along said sideline, South 27° 32' 28" West, 72.29 feet to a point of curve in same; Thence
- 4) Still along said sideline, along a curve to the left having a radius of 37,825.87 feet, an arc length of 65.00 feet, the chord of which bears South 27° 29' 31" West, 65.00 feet to a point where same is intersected by the northeasterly sideline of Willow Street, 55 feet wide; Thence
- 5) Along said sideline, North 62° 30' 00" West, 436.81 feet to an angle point in same; Thence
- 6) By a new line through said existing Lot 60 and then along the division line between said Lot 60 and Lot 70, Block 129, North 68° 40' 00" East, 180.91 feet to an angle point in same; Thence
- 7) Still along said division line between Lots 60 and 70, South 62° 42' 00" East, 47.40 feet to an angle point in same; Thence
- 8) Still along said division line, North 27° 18' 00" East, 120.00 feet to a point in the aforesaid southwesterly sideline of Locust Avenue; Thence
- 9) Along said sideline, South 62° 42' 00" East, 268.50 feet to a point where same is intersected by the aforesaid northwesterly sideline of John F. Kennedy Drive and the place of BEGINNING.

Containing 83,776 Square Feet or 1.9232 Acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey". Sheet 4 of 9 dated to 2-17-06, prepared by Orland Engineering Associates, Inc.

EXHIBIT B
Parcel B



54 Horsehill Road
Cedar Knolls, New Jersey 07927
Phone: 973-359-8400
FAX: 973-359-8455
www.omland.com

August 7, 2006
OEA Proj. 040301

DESCRIPTION OF A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF
BLOOMFIELD, ESSEX COUNTY, NEW JERSEY.

BEING proposed Lot 70, Block 129, existing Lot 70 and a portion of existing Lot 60 and being as shown on a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc., more particularly described as follows:

BEGINNING at a point in the southwesterly sideline of Locust Avenue, 50 feet wide, where same is intersected by the division line between said Lots 60 and 70, said point being distant northwesterly along said sideline, 268.50 feet from a point where same is intersected by the northwesterly sideline of John F. Kennedy Drive, width varies, and running: Thence

- 1) Along said division line between said Lots 60 and 70, South 27° 18' 00" West, 120.00 feet to an angle point in same; Thence
- 2) Still along said division line, North 62° 42' 00" West, 47.40 feet to an angle point in same; Thence
- 3) Still along said division line and then by a new line through existing Lot 60 and then along the northwesterly sideline of Willow Street, 55 feet wide, South 68° 40' 00" West, 255.82 feet to a point where same is intersected by the division line between said proposed Lot 70 and Lot 26, Block 129; Thence
- 4) Along said division line, North 21° 20' 00" West, 137.17 feet to a point where same is intersected by the division line between said Lot 70 and Lot 8, Block 129; Thence
- 5) Along said division line and then the division line between said Lot 70 and Lot 75, Block 129, North 76° 41' 27" East, 176.73 feet to an angle point in same; Thence
- 6) Still along said division line, South 21° 20' 00" East, 59.61 feet to an angle point in same; Thence

Description of Proposed Lot 70, Block 129
Bloomfield, New Jersey
August 7, 2006
Page 2 of 2

- 7) Still along said division line, North 27° 30' 00" East, 145.70 feet to a point where same is intersected by the aforesaid southwesterly sideline of Locust Avenue; Thence
- 8) Along said sideline, South 62° 42' 00" East, 140.00 feet to a point where same is intersected by the aforesaid division line between Lots 60 and 70 and the place of BEGINNING.

Containing 42,004 Square Feet or 0.9643 Acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Preliminary & Final Site Plans and Minor Subdivision for Parkside at Bloomfield, Layout and Dimensioning Plan and Minor Subdivision Plan, Block 129, Lot 60, 70, Township of Bloomfield, Essex County, New Jersey", Sheet 4 of 9 dated to 2-17-06, prepared by Omland Engineering Associates, Inc.

This description prepared by:

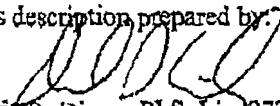

David B. Dixon, PLS, Lic. 27282

EXHIBIT D

**CERTIFICATION OF PAYMENT OF TAXES
TOWNSHIP OF BLOOMFIELD**

DATE: 10/5/23

BLOCK: 129 **LOT(S):** 70 + 60

I hereby certify that the taxes for the above property have been paid to the present time.

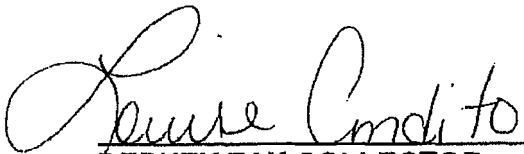

DEPUTY TAX COLLECTOR

EXHIBIT E

1 Municipal Plaza
Room 106
Bloomfield, NJ 07003-3487
www.bloomfieldtwpnj.com



dlois@bloomfieldtwpnj.com
Telephone: (973) 680-4021
Fax: (973) 680-4046

RECEIVED
ASSESSMENT DEPT.

SEP 26 REC'D

BLOOMFIELD, NJ

**Township of Bloomfield
Tax Assessor**

PROPERTY LIST REQUEST

The following form should be submitted to the Tax Assessor in order to obtain a 200 foot property list in anticipation of a Planning or Zoning Board application and the notice required.

A fee of \$10 (check/money order payable to the Township of Bloomfield) is required and due when the list is picked up from the Assessor's office. Staff will contact you when the list is complete.

I am requesting a list of property owners within two hundred feet of the following subject property:

ADDRESS: 58-76 Locust Avenue 78-88 Locust Avenue

OWNER: _____

BLOCK(S): 129 LOT(S): 60 70

REQUESTER'S NAME: Danielle M. Federico

ADDRESS: 105 Eisenhower Parkway, Roseland, NJ 07068

EMAIL: dfederico@csglaw.com TELEPHONE: 973-530-2384

/s/ Danielle Federico 09/26/23
Signature of Requester Date

FOR OFFICE USE ONLY:

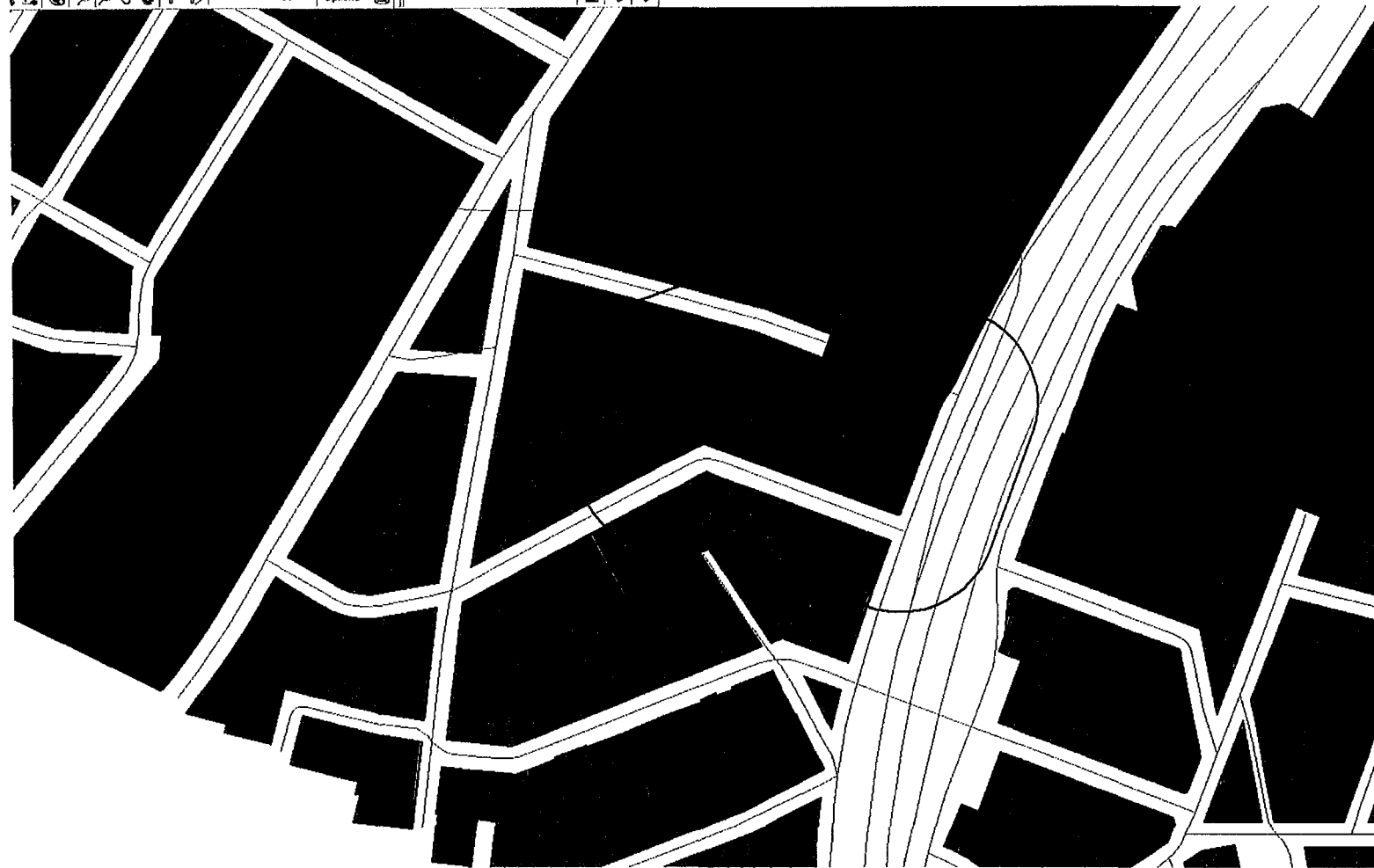
ASSESSOR Completed 9/27/23
RECEIVED:
MUNICIPAL BUILDING
BLOOMFIELD, NJ 07003-3487
Completed: _____

w Help

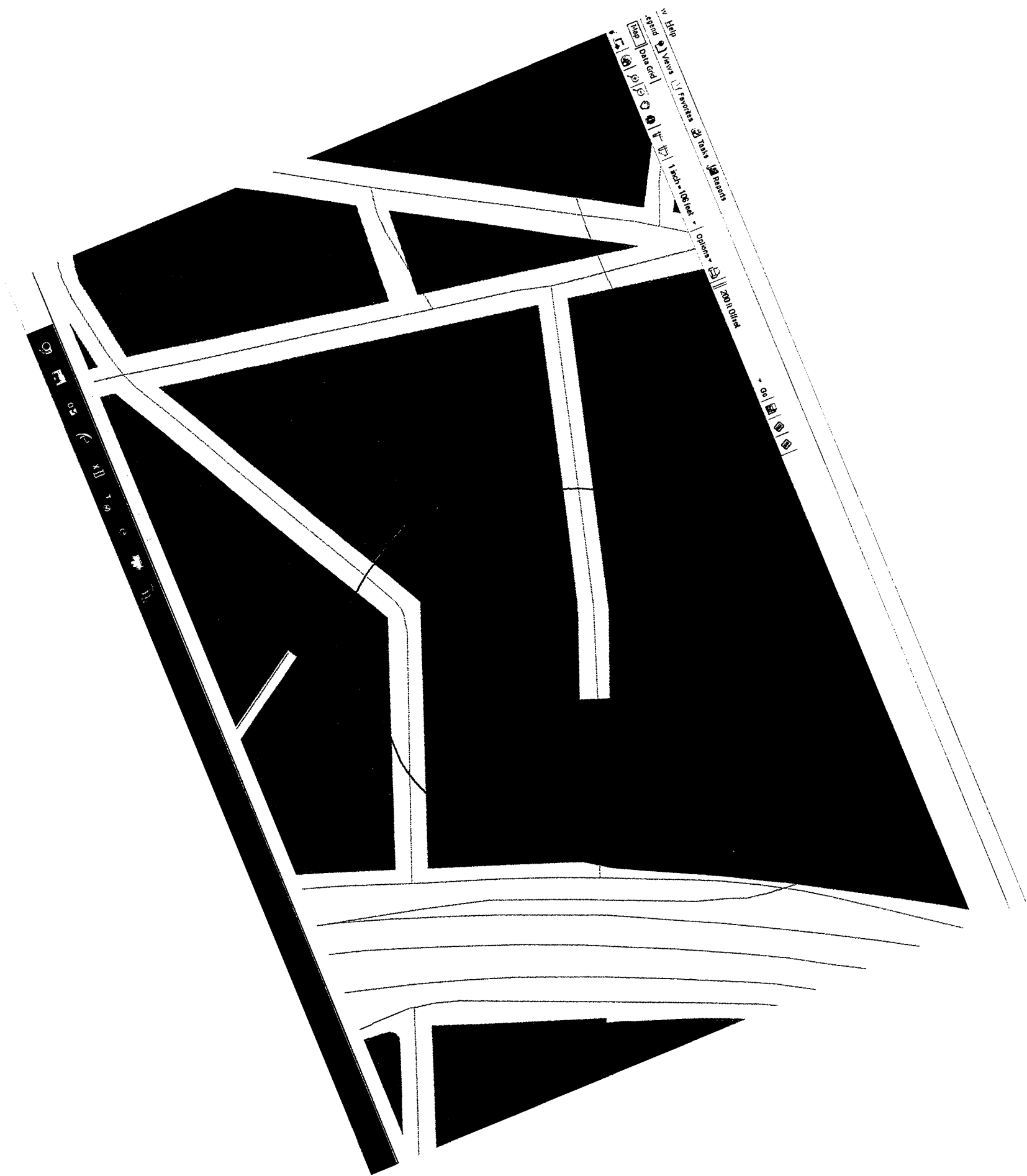
Legend Views Favorites Tasks Reports

Map Data Grid

1 inch = 192 feet Options 200 ft Offset Go



Navigation icons: Home, Previous, Next, Full Screen, Print, etc.



Essex County

VARIANCE REPORT

0702 Bloomfield Twp
09/27/23 Page: 1

<u>Block Lot Qual</u>	<u>Property Location Additional Lot Additional Lot</u>	<u>Property Class</u>	<u>Owner Address City, State</u>	<u>Zip Code</u>
126 28	5-13 BLAND COURT	4C	5-13 BLAND REALTY,LLC PO BOX 5060 PASSAIC, NJ	07055
126 37	67 MYRTLE STREET	2	JDA HOMES LLC 67 ELMORA AVENUE ELIZABETH, NJ	07202
126 100.02	62 WILLOW STREET	2	62 WILLOW STREET LLC 62 WILLOW ST BLOOMFIELD, NJ	07003
126 100.03	68 WILLOW STREET	2	RODRIGUEZ, LUIS E. 62 WILLOW STREET BLOOMFIELD, NJ	07003
126 100.04	70 WILLOW STREET	2	SALMON, ROBERT 193 ARMSTRONG AVE. JERSEY CITY, NJ	07305
126 100.05	72 WILLOW STREET	2	CHALET, JASON 72 WILLOW STREET BLOOMFIELD, NJ	07003
126 100.06	74 WILLOW STREET	2	MARADIAGA, CANDELARIO A. 74 WILLOW ST BLOOMFIELD, NJ	07003
126 100.07	76 WILLOW STREET	2	MARTIN, NATALEE NELSON 76 WILLOW ST BLOOMFIELD, NJ	07003
126 100.08	78 WILLOW STREET	2	GEORGES, RICHARD F. 78 WILLOW ST. BLOOMFIELD, NJ	07003
126 106	88 WILLOW STREET	2	PERUCKI, MARCY A. C/O PERUCKI 68 JOHNSON AVENUE BLOOMFIELD, NJ	07003
126 107	90 WILLOW STREET	2	LEWIS, DONALD & STEPHENIE Y. 90 WILLOW ST. BLOOMFIELD, NJ	07003
126 108	92 WILLOW ST.	2	92 WILLOW MANOR 92 WILLOW ST. BLOOMFIELD, NJ	07003
126 115	106 WILLOW STREET	2	ROMANIELLO, RICHARD & DIANE 106 WILLOW STREET BLOOMFIELD, NJ	07003

Essex County

VARIANCE REPORT

0702 Bloomfield Twp
09/27/23 Page: 2

Block Lot Qual	Property Location Additional Lot Additional Lot	Property Class	Owner Address City, State	Zip Code
126 116	110 WILLOW STREET	2	GARRIDO, GINO & GONZALEZ, MAGALY M. 110 WILLOW STREET BLOOMFIELD, NJ	07003
126 118	114 WILLOW STREET	2	SACATO, FERNANDO + CALLE, NORMA J. 114 WILLOW ST BLOOMFIELD, NJ	07003
126 119	118 WILLOW STREET	2	GREGG, JORDAN 118 WILLOW ST. BLOOMFIELD, NJ	07003
129 8	65 PROSPECT STREET	15A	BLOOMFIELD BOARD OF EDUCATION 155 BROAD STREET BLOOMFIELD, NJ	07003
129 70	78-88 LOCUST AVENUE	4C	GOLEMIS REALTY, LLC 63 SUFFOLK LN TENAFLY, NJ	07670
129 75	90 LOCUST AVENUE	15A	BLOOMFIELD BOARD OF EDUCATION 155 BROAD STREET BLOOMFIELD, NJ	07003
152 10	71 LOCUST AVENUE	4C	71 LOCUST AVENUE, LLC, C/O DUTRA 20 ORCHARD ST. RAMSEY, NJ	07446
152 30	179 GLENWOOD AVENUE	15C	ESSEX COUNTY PARK COMMISSION 115 CLIFTON AVENUE NEWARK, NJ	07102

Essex County

VARIANCE REPORT

0702 Bloomfield Twp
09/27/23 Page: 1

Block Lot Qual	Property Location Additional Lot Additional Lot	Property Class	Owner Address City, State	Zip Code
126 108 C0001	92 WILLOW ST. UNIT 1	2	WISEMAN, JACQUELINE 92 WILLOW ST, #1 BLOOMFIELD, NJ	07003
126 108 C0002	92 WILLOW ST. UNIT 2	2	SIMPSON, CHARLES T. 92 WILLOW ST. UNIT 2 BLOOMFIELD, NJ	07003
126 108 C0003	92 WILLOW ST. UNIT 3	2	COLOME DEL RIO, IRIS NICOL 92 WILLOW ST, UNIT 3 BLOOMFIELD, NJ	07003
126 108 C0004	92 WILLOW ST. UNIT 4	2	ALVARADO, JEAN R. + RUIZ, STEPHANIE 92 WILLOW ST. UNIT 4 BLOOMFIELD, NJ	07003
126 108 C0005	92 WILLOW ST. UNIT 5	2	VEGA, ELIZABETH 92 WILLOW ST. UNIT 5 BLOOMFIELD, NJ	07003
126 108 C0006	92 WILLOW ST. UNIT 6	2	MARTES, PRISCILLA 92 WILLOW ST. UNIT 6 BLOOMFIELD, NJ	07003
126 108 C0007	92 WILLOW ST. UNIT 7	2	HENRY, NILELAH NEBULAH 92 WILLOW ST. UNIT 7 BLOOMFIELD, NJ	07003
126 108 C0008	92 WILLOW ST. UNIT 8	2	HINTON, ROBYN + TORRES, JUAN 92 WILLOW ST. UNIT 8 BLOOMFIELD, NJ	07003
126 108 C0009	92 WILLOW ST. UNIT 9	2	KERSHAW, SELENA R. 92 WILLOW ST. UNIT 9 BLOOMFIELD, NJ	07003
126 108 C0010	92 WILLOW ST. UNIT 10	2	BLAKES, MONIQUE 92 WILLOW ST. UNIT 10 BLOOMFIELD, NJ	07003
126 108 C0011	92 WILLOW ST. UNIT 11	2	OWENS, MICHAEL 92 WILLOW ST. UNIT 11 BLOOMFIELD, NJ	07003
126 108 C0012	92 WILLOW ST. UNIT 12	2	MITCHELL, KEISHA M. 92 WILLOW ST UNIT 12 BLOOMFIELD, NJ	07003



CHIESA SHAHINIAN & GIANTOMASI PC

105 Eisenhower Parkway, Roseland, NJ 07068
csglaw.com

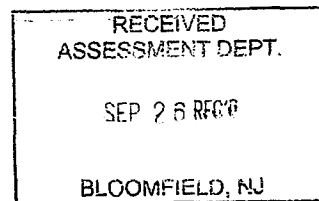
DANIELLE M. FEDERICO
Counsel
dfederico@csglaw.com

O 973.530.2384 F 973.325.1501

September 26, 2023

Via FedEx and Email: dlois@bloomfieldwpnj.com

Mr. David Lois, Tax Assessor's
Township of Bloomfield
Tax Assessor's Office
1 Municipal Plaza, 1st Floor, Room 108
Bloomfield, NJ 07003



Re: **Request for Updated 200-Foot Property Owners List**
Block 129, Lots 60 and 70 (58-76 Locust Avenue and 78-88 Locust Avenue);
(collectively, the "Property")

Dear Mr. Lois:

Enclosed please find a completed property owner list request form along with a check in the amount of \$20.00 representing the fee for same. Kindly provide a list of all property owners within a 200-foot radius of the above-captioned Property, along with the request list of utilities.

Once the list is prepared, kindly email a copy to me and mail the original to my attention.

If you should have any questions regarding this request, please do not hesitate to contact me.

Very truly yours,

/s/ Danielle M. Federico

Danielle M. Federico

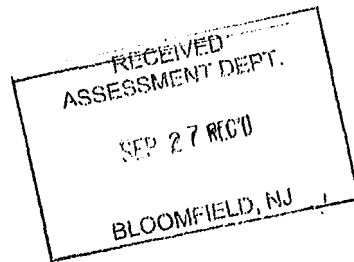
DMF:jlt
Enclosures

CSG low
105 Eisenhower Parkway
Roseland, NJ 07068

Check #: 10031-63540
Check Date: Sep 26, 2023

Vendor ID: 11100 Payee: Township of Bloomfield

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Reference</u>	<u>Invoice Description</u>	<u>Payment Amt</u>
09262023	Sep 26/2023		Request updated 200' PO List B:129, L60,70 CM 29269.0001	\$20.00
A/P Total:				\$20.00



Check #: 10031-63540
Check Date: Sep 26, 2023

Vendor ID: 11100 Payee: Township of Bloomfield

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Reference</u>	<u>Invoice Description</u>	<u>Payment Amt</u>
09262023	Sep 26/2023		Request updated 200' PO List B:129, L60,70 CM 29269.0001	\$20.00
A/P Total:				\$20.00

TOWNSHIP OF
BLOOMFIELD PUBLIC
UTILITY LIST

Township of Bloomfield
Municipal Clerk
1 Municipal Plaza
Bloomfield, NJ 07003

PSEG
Manager – Corporation Properties
80 Park Plaza T-6B
Newark, NJ 07102

New Jersey Turnpike Authority
PO Box 5042, 581 Main Street
Woodbridge, NJ 07095

Passaic Valley Water Commission
1525 Main Avenue
PO Box 230
Clifton, NJ 07015

City of Newark Water Bureau
1294 McBride Avenue
Little Falls, NJ 07424

North Jersey Dist. Water Supply Comm.
741 Ringwood Avenue
Wanaque, NJ 07465

Transcontinental Gas Pipelines
PO Box 2400
Tulsa, OK 74102

Township of Bloomfield
Sub. Cable/Comcast
800 Rahway Avenue
Union, NJ 07083

TOWNSHIP OF
BLOOMFIELD PUBLIC
UTILITY LIST

Verizon
PO Box 152206
Irving, TX 75015

Passaic Valley Sewage Commission
600 Wilson Avenue
Newark, NJ 07105

County of Essex
County Clerk
Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102

Norfolk Southern RR Corporation
3 Commercial Place
Norfolk, VA 23510

**You MUST mail a
notice to all of these
public utilities along
with the property
owners within 200
square feet.**

SHEET 9

TAX MAP TOWNSHIP OF BLOOMFIELD

ESSEX COUNTY NEW JERSEY

SCALE: 1" = 100' DATE: 11-6-2017

CHARLES E. ADAMSON N.J.P.L.S. LIC. NO. 42627

REMINGTON & VERNICK ENGINEERS

ONE HARMON PLAZA, SUITE 210, SECAUCUS, NJ 07094
(201) 624-2137, FAX (201) 624-2136, WEB SITE ADDRESS: WWW.RVE.COM
Certificate of Authorization: 24 GA 28003300
-ENGINEERING EXCELLENCE-

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
APPROVED AS A TAX MAP PURSUANT TO THE AUTHORITY OF
N.J.S.A. 54:1-13 AND N.J.S.A. 54:50-1
FOR THE DIRECTOR, DIVISION OF TAXATION

Shirley L. CTA
CHIEF, PROPERTY ADMINISTRATION

Kasuya Robinson
SUPERVISOR TAX MAPS SECTION, VALUATION

DATE FEB 26 2019 SERIAL NO. 1098

DATE FEB 26 2019 SERIAL NO. 1098

SHEET 8

ANGE
SEX

STATE

NORTH

287.10
VARIABLE WITH INCR
CASEMENT

6

•

EXHIBIT F

**Corporate Disclosure Statement
for
Golemis Realty, LLC**

**Re: Application for Preliminary & Final Major Site Plan Approval, Use & Bulk
Variances for Property at 78-88 Locust Avenue, Block 129, Lots 60 & 70**

Pursuant to N.J.S.A. 40:55D-48.1, this shall serve to inform the Zoning Board of Adjustment for Bloomfield Township that Ioannis Golemis, 8701 Churchill Road, Apt. 1501, North Bergen, NJ 07047 is the sole owner of Golemis Realty, LLC.

October 9, 2023