

**Master Plan**  
**Amendment to Housing Element and Fair Share Plan**  
**Adopted by Clark Township Planning Board on June 5,**  
**2025**

**Township of Clark**  
Union County, New Jersey

January 23, 2026  
Adopted on

Prepared by:

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The original of this document was signed  
and sealed in accordance with New Jersey Law

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**I. INTRODUCTION**

This document serves as an amendment to the Housing Element and Fair Share Plan (HE&FSP) for the Township of Clark, adopted by the Clark Township Planning Board on June 5, 2025. This amendment reflects the changes to the June 5, 2025, Housing Element and Fair Share Plan resulting from a mediation agreement reached between Fair Share Housing Center (FSHC) and Clark Township in December 2025. The Affordable Housing Program recommended approval of the Housing Element and Fair Share Plan with the changes referenced in the Mediation Agreement and the County Judge entered an order accepting the recommendations of the Program (refer to Appendix A).

**II. FAIR SHARE PLAN**

**A. Introduction**

This section presents the Township of Clark’s plan to address its fair share obligations. The Township’s total cumulative fair share obligation is 500, broken down as follows:

Present Need (i.e., Rehabilitation)	71 units
Round 1, 2 and 3 Obligation	263 units
Round 4 Prospective Need	166 units

The remainder of the Fair Share Plan outlines how the Township of Clark proposes to address these above obligations.

**B. Round 1, 2 and 3 Obligation**

On November 9, 2016, the Township entered into a Settlement Agreement with the Fair Share Housing Center. The Planning Board adopted, and the Governing Body endorsed, a Housing Element and Fair Share Plan to implement the settlement. On January 9, 2018, the Court entered a Judgment of Repeal to approve the Housing Element and Fair Share Plan. The approved Housing Element and Fair Share Plan addressed the Township’s obligation for Rounds 1 and 2 (also known as the “prior round obligation”) as well as for Round 3. Following the 2018 settlement agreement, the Township made minor changes to its Round 3 compliance strategies during its Fourth-Round compliance review. These adjustments were approved in the Township’s December 12, 2025, settlement agreement with Fair Share Housing Center, as well as endorsed by the Affordable Housing Program on December 31, 2025. These changes are reflected in this Housing Element and Fair Share Plan Amendment.

1. Round 1, 2 and 3 Compliance

As provided in the Township's Settlement Agreement with the Fair Share Housing Center, Round 1, 2 and 3 compliance relies upon the rezoning of eight (8) sites. These sites and their current status are described below:

1. Woodcrest at Clark: This site is in the R-SH (Age-Restricted/Senior Housing) Overlay Zone. Sixty-six (66) age-restricted rental units were completed. Clark can claim sixty-five (65) units in its Round 1, 2 and 3 compliance and one (1) age-restricted unit in Round 4.

- As of the preparation of this 2026 Housing Element and Fair Share Plan, this project was complete.

2. Westfield and Terminal: The Westfield Avenue and Terminal Avenue Site (Block 57, Lot 6.01) is one (1) parcel occupied with a plumbing supply business between Woodcrest and the Clark Nursing Home. The site is zoned to provide three (3) affordable family rental units. The site is in the R-B-20 District, which permits development at 20 units per acre. The site is approximately 0.7 acres in area and adjoins a nursing home to the east and age-restricted apartments to the south and west. With 20-unit per acre zoning, the site continues to provide an attractive incentive to repurpose an existing plumbing supply business into market rate and affordable housing.

- As of the preparation of this 2026 Housing Element and Fair Share Plan, this site remains a part of the Township's compliance plan.

3. Raritan Gas Station: The Raritan Gas Station Site (Block 34, Lot 25) is currently vacant and previously had a gasoline station on the property. The site is zoned to provide two (2) affordable family rental units. The site has been vacant for approximately 20 years. Existing zoning allows for 16 units per acre where surrounding development is largely 2.9 units per acre. Conversations with the Township Engineer suggest that the property owner continues to show interest in redeveloping the property. With 16-unit per acre zoning, the site continues to provide an attractive incentive to construct market rate and affordable housing. Pursuant to the settlement agreement with Fair Share Housing Center, the Township has committed to seeking designation of the site as an area in need of redevelopment to ensure its continued viability for affordable housing purposes.

- As of the preparation of this 2026 Housing Element and Fair Share Plan, this site remains a part of the Township's compliance plan.

4. Westfield and Raritan (Brookside Manor): The Westfield and Raritan Site (Block 63, Lots 45, 47, 49, 51) had one (1) vacant property, another with a vacant and uninhabitable home. The project was completed with six (6) affordable family rental units, including one (1) one-bedroom moderate income unit; one (1) two-bedroom very low-income unit; one (1) two-bedroom low-

income unit; one (1) two-bedroom moderate income unit; one (1) three-bedroom low-income unit; and one (1) three-bedroom moderate income unit.

- As of the preparation of this 2026 Housing Element and Fair Share Plan, this project was complete.

5. Schieferstein: The Schieferstein Site (Block 36, Lots 13, 14, 15) is located on Madison Hill Road between Rainbow Drive and Amelia Drive and has an area of 4.5 acres. The property is currently zoned for affordable housing. The site is anticipated to generate eleven (11) affordable family rental units. The site remains one of the largest properties in town, primarily consisting of open space or unimproved land such as farmland. Consequently, it continues to represent an excellent opportunity for the development of multiple units on a single tract of land within the Township.

- As of the preparation of this 2026 Housing Element and Fair Share Plan, this site remains a part of the Township's compliance plan.

6. A & P Site: The former A & P Site encompasses 3.6 acres on an entire block at the south end of the DTV (Downtown Village) Zone and the Westfield Avenue corridor near the border with the City of Rahway. Site plan approval is in place. However, it has not yet been constructed. Originally, 18 affordable family rental units were planned per the Round 3 Housing Plan, but only 12 affordable family rental units were approved. However, a new adjacent corner property has become available, which resulted in expanded development at the site and the creation of 21 affordable housing units. To assist in the process, the Township designated the above-mentioned corner property as an area in need of redevelopment in May 2025. In December 2025, approval was granted for 138 units on the subject property, including 21 designated as affordable housing.

- As of the preparation of this 2026 Housing Element and Fair Share Plan, this site remains a part of the Township's compliance plan.

7. Downtown Village District: This district is located along Westfield Avenue and is intended to serve as a downtown district. Based on zoning devised in coordination with the Fair Share Housing Center, a total of 101 affordable family rental units could theoretically be created based on a density of thirty-two (32) units per acre. However, the agreement with Fair Share Housing Center requires the creation of 51 affordable units. At the time of ordinance creation, the Fair Share Housing Center recognized potential limitations due to the built-out condition of this area. Assemblage of lots has indeed posed a challenge. Notwithstanding the challenges, six (6) affordable family rental units were approved at 27-29 Westfield Avenue, and two (2) affordable units at 175-181 Westfield Avenue.).

- As of the preparation of this 2026 Housing Element and Fair Share Plan, the zoning for this site, which was prepared with the assistance of FSHC, remains intact.

8. Walnut Site: This site is located at Valley Road and Walnut Avenue. The Settlement Agreement with the Fair Share Housing Center anticipated 27 affordable units. A total of 28 family rental units were built, including four (4) one-bedroom units; 18 two-bedroom units; and six (6) three-bedroom units. In addition, the site created 28 family rental bonus credits.

- As of the preparation of this 2026 Housing Element and Fair Share Plan, this project was complete.

In addition to the eight (8) sites listed above, the Township’s Round 1, 2 and 3 compliance plan anticipated that it would create 9 bedrooms in group homes. Nine (9) exist and the Township received nine (9) bonus credits for this special needs housing. Specifically, the Township’s plan is to assist the Arc of Union County in providing up to one (1) additional bedroom in an existing group home to satisfy an existing Round 3 1-unit shortfall.

- To increase the likelihood of the generation of an additional group home bedroom, the Township will dedicate up to \$250,000 from its trust fund to assist in the creation of this unit/bedroom.

**2. Summary of Round 1, 2 and 3 Compliance**

Clark’s Round 1, 2 and 3 compliance strategy, as updated to reflect current conditions as of the preparation of this 2025 Housing Element and Fair Share Plan, is summarized in the following table, Summary of Round 1, 2 and 3 Compliance (2026 Revision).

**Summary of Round 1, 2 and 3 Compliance (2026 Revision)**

Mechanism	Status	Credits	Rental Bonus Credits
Woodcrest at Clark	Complete	65	Excluded
Westfield and Terminal	Active Site	3	0
Raritan Gas Station	Active Site	2	0
Westfield and Raritan (Brookside Manor)	Complete	6	6
Schieferstein	Active Site	11	0
A&P Site	Active Site	21	21
Downtown Village District	Active Site	51	2
Walnut Site	Complete	28	28
Group Homes (Existing)	Complete	9	9
Group Homes (Proposed)	Tentative	1	0
Subtotal		197	66
Total		263	

As can be seen in the above table, the Township’s Round 1, 2 and 3 compliance strategy results in 197 units of credit and 66 rental bonus credits. This meets the combined Round 1, 2 and 3 obligation of 263 units. This Housing Plan Amendment resolves a prior shortfall of one unit from Rounds 1 through 3 by adding an extra bedroom to an existing group home.

**C. Round 4 Obligation**

As previously noted, the Township of Clark’s Round 4 Obligation, which covers the period from July 1, 2025, through June 30, 2035, is 166 units. However, Clark has a limited supply of vacant, developable land and, therefore, applies a Vacant Land Adjustment to this obligation.

*Clark’s Vacant Land Adjustment, which is detailed in Appendix B, results in a Realistic Development Potential (RDP) of zero (0) units and an unmet need of 166 units.*

*The Township of Clark addresses its unmet need of 166 units in various ways including the proposed adoption of overlay zoning to enable five (5) sites to redevelop with a residential density of 16 units per acre and 20-percent affordable housing set-aside. Each of these five (5) sites:*

These five (5) sites to address unmet need include:

- Grand Centurions (Block 52, Lot 15.01);
- Clarkton Shopping Center (Block 63, Lots 54 and 55.01);
- Clark Village (Block 63, Lots 52 and 53);
- Raritan Road (Block 148, Lots 1, 10, 13, 15, 19, 20, 23 & 24); and
- Polish Cultural Foundation (Block 131, Lot 7).

In total, the five (5) sites for which overlay zoning will be adopted could result in as much as 49 affordable units. This also exceeds the minimum of 42 units, or 25 percent of the Township’s unmet need obligation of 166 units that FSHC contends is required by the Fair Housing Act as amended in March of 2024. The five (5) sites for which overlay zoning will be adopted are mapped in Appendix C. Appendix D provides the proposed overlay ordinances.

The Township’s unmet need compliance strategy is summarized below.

**Summary of Unmet Need Compliance**

Mechanism	Credits
Grand Centurions	14
Clarkton Plaza	10
Clark Village	6
Raritan Road	8
Polish Heritage	11
Woodcrest at Clark (Previous round surplus)	1
<b>Total Credits</b>	<b>50</b>

As shown above, the Township's plan for the unmet need could generate as many as 50 units towards the unmet need of 166.

## Appendices

**Appendix A – Settlement Agreement and Program Settlement Recommendation**

**PREPARED BY THE AFFORDABLE HOUSING PROGRAM:**

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In the Matter of the Application of  
The Township of Clark

Superior Court of New Jersey  
Law Division, Civil Part

Docket No. UNN-L-415-25

**Program Settlement Recommendation -  
Housing Element and Fair Share Plan**

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THIS MATTER, having come before the Affordable Housing Dispute Resolution Program (Program), pursuant to the Complaint for Declaratory Judgment filed in this matter on January 30, 2025 (DJ Complaint) by the Petitioner, the Township of Clark (Municipality), pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. (FHA), and in accordance with Administrative Directive #14-24 and its Addenda, seeking a certification of compliance with the FHA;

AND IT APPEARS that on March 27, 2025, the Hon. Daniel R. Lindemann, J.S.C., entered an Order as follows:

- (a) Establishing the Municipality’s Fourth Round “present need” at 71 units;
- (b) Establishing the Municipality’s Fourth Round “prospective need” at 166 units;

(c) Directing the Municipality to prepare and adopt a Housing Element and Fair Share Plan on or before June 30, 2025; and

(d) Granting the Municipality immunity from exclusionary zoning litigation; and

AND IT APPEARS that the Municipality timely adopted and filed the Municipality's Proposed Fourth Round Housing Element and Fair Share Plan (HEFSP);

AND IT APPEARS that a challenge(s) to the Municipality's Fourth Round HEFSP was timely filed by interested party Fair Share Housing Center;

AND the Program having appointed Special Adjudicator James Kyle, PP;

AND the Program Member having conducted settlement conferences on October 27, 2025, December 1, 2025, and December 12, 2025, at which time all parties reached a settlement. The settlement terms were placed on the record and include, but are not limited to the following:

(a) The Municipality's Present Need (Rehabilitation) Obligation is

71 units ;

(b) The Municipality's Prospective Need Obligation (2025-2035) is 166 units;

(c) The Municipality's First and Second Rounds Obligation is 93 units;

(d) The Municipality's Third Round Obligation (1999-2025) is 170 units;

(e) The Municipality's Realistic Development Potential (RDP) is 0 units .

(f) The Municipality's Unmet Need is 166 units. The Municipality shall satisfy its Fourth Round Unmet Need as follows:

<b>NAME</b>	<b>TYPE</b>	<b>UNITS</b>	<b>TENURES</b>	<b>STATUS</b>
Grand Centurions	A/R	14	TBD	Proposed
Clarkton Shopping Center (Block 63, Lots 54, 55.01)	Family	10	TBD	Proposed
Clark Village (Block 63, Lots 52, 53)	Family	6	TBD	Proposed
Raritan Road (Block 148, Lots 1, 10, 13, 15, 19, 20, 23, 24)	Family	8	TBD	Proposed
Polish Cultural Center Foundation (Block 131, Lot 7)	Family	11	TBD	Proposed
Mandatory 20% set aside ordinance				
<b>Totals</b>		<b>49</b>		

AND the parties have executed a written mediation agreement memorializing the settlement terms and having filed it with the court on December 22, 2025 (attached hereto as Exhibit A);

AND the Municipality having represented it intends to adopt an Amended HEFSP in accordance with the terms of the settlement;

AND the Special Adjudicator, James Kyle, PP, having submitted a detailed report to the Program Member recommending endorsement of the settlement terms (attached hereto as Exhibit B);

AND the Program Member having accepted the recommendation of the Special Adjudicator and having determined that the terms of the settlement are fair, reasonable and adequately protect the interests of low and moderate-income residents of the Municipality;

AND the Program Member having determined that the terms of the settlement are constitutionally compliant and provide a fair and reasonable opportunity for the Municipality to meet its obligations under the FHA and Mount Laurel doctrine.

AND for all those reasons, as well as those set forth in the attached Report of the Special Adjudicator and the attached Statement of Reasons (attached hereto as Exhibit C), the Program Member hereby recommends an ORDER directing that:

(a) The settlement terms as set forth above are approved; and

(b) In accordance with N.J.S.A. §52:27D-304.1(f)(2)(c), on or before March 15, 2026, the Municipality shall adopt and file its Amended HEFSP that contains the terms of the settlement as well as the implementing ordinances and resolutions proposed within the Amended HEFSP; and

- (c) Thereafter, the court shall schedule a Fairness and/or Compliance Hearing to consider approval of the Municipality's Amended HEFSP and the issuance of a Certification of Compliance and Repose; and
- (d) Grant the Municipality continued immunity from exclusionary zoning litigation for the duration of the compliance process conditioned upon the Municipality's compliance with the order and good faith implementation of the Amended HEFSP and good faith participation in the compliance process.

**Respectfully Submitted by the Program:**

By:

/s/ Mary C. Jacobson

**Hon. Mary C. Jacobson, A.J.S.C. (ret.)**

Dated: December 31, 2025

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December 22, 2025

**VIA ECOURTS**

**Honorable Mary C. Jacobson, A.J.S.C. (ret.)**

**Program Chair**

Richard J. Hughes Justice Complex

25 Market Street

P.O. Box 37

Trenton, New Jersey 087625-00373

**RE: In the Matter of the Application of the Township of Clark**  
**Docket No.: UNN-L-415-25**

Dear Judge Jacobson:

This firm represents the Township of Clark as affordable housing counsel. Enclosed please find a duly executed copy of the Mediation Agreement between the Township and Fair Share Housing Center in the above referenced matter.

Thank you for your attention to this matter.

Respectfully submitted,

*Jeffrey R. Surenian*

Jeffrey R. Surenian

cc: All attorneys of record (*via ecourts*)  
James T. Kyle, PP/AICP, Special Adjudicator (*via email*)

**MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE  
RESOLUTION PROGRAM**

In the Matter of the Application of the Township of Clark, County of Union  
Docket No. UNN-L-415-25

**WHEREAS**, the Township of Clark (the “Township” or “Clark”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act”) on January 30, 2025; and

**WHEREAS**, the Court entered an order on March 8, 2025 setting the Township’s Fourth Round fair share obligations as a Present Need of 71 units and a Prospective Need of 166 units, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

**WHEREAS**, the Township having filed its HEFSP on June 6, 2025 (“Adopted HEFSP”);  
and

**WHEREAS**, FSHC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP on August 31, 2025; and

**WHEREAS**, the Township having responded to FSHC’s letter, dated August 31, 2025, by submitting a report on the basis for the vacant land adjustment on October 27, 2025 and a report on the other issues raised by FSHC on November 4, 2025; and

**WHEREAS**, the parties having further discussed the concerns raised by FSHC’s letter of August 31, 2025 on multiple occasions; and

**WHEREAS**, the Township and FSHC have agreed to amicably resolve the issues set forth in the challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and

Administrative Directive #14-24, which if approved will result in a compliance certification for the Township for the Fourth Round;

**THEREFORE**, the Township and FSHC agree:

**Fair Share Obligations**

1. The Township's Present Need or Rehabilitation Obligation is 71 the Township's Prior Round Obligation (1987-1999) is 93, the Township's Third Round Obligation (1999-2025) is 170, the Township's Fourth Round Prospective Need (2025-2035) is 166.

**Satisfaction of Fair Share Obligations**

2. The Township will address its Present Need via the Township's local rehabilitation program, administered by Community Grants, Planning & Housing.
3. The Township's Prior Round Obligation is 93 and was addressed as part of the Township's Third Round per the November 9, 2016 Settlement Agreement between the Township and FSHC.
4. The Township's Third Round Obligation is 170. Combined with the Prior Round Obligation of 93, the Township's total obligation is 263 and shall be addressed with the following mechanisms consistent with the October 29, 2025, Planner's Response Report:

MECHANISM	TYPE	UNITS	BONUS	TENURES	STATUS
Woodcrest at Clark	Age-Restricted	65	0	Rental	Built
Westfield and Terminal	Family	3	0	Rental	Not Built

Raritan Gas Station	Family	2	0	Rental	Not Built
Westfield and Raritan	Family	6	6	Rental	Built
Schieferstein Site	Family	11	0	Rental	Not Built
A&P Site (DTV)	Family	21	21	Rental	Approved
DTV (Downtown Village District)	Family	51	2	Rental	Partial Approvals
Walnut Site	Family	28	28	Rental	Built
Group Homes	Special Needs	9	9	Rental	Built
Subtotal		196	66		
<b>Total: 262</b>					
<b>Remaining Obligation: 1</b>					

**Raritan Gas Station:** Given that the Raritan Gas station has remained undeveloped for over 10 years, Township agrees to pursue designating the site as an Area in Need of Redevelopment to ensure that the mechanism remains realistic.

**A&P Site:** The Township's Planning Board approved the A&P project with 21 affordable units on December 4, 2025. The Township agrees to provide all compliance documentation as the site progresses.

**Downtown Village District (DTV):** The Township agrees to provide all compliance

documentation as sites within the DTV are developed and to continue to encourage development within the DTV.

**Remaining Obligation:** FSHC and the Township agree that there is a shortfall in the Third Round of 1 unit. The parties agree that the Township shall pursue mechanisms to meet this shortfall subject to the conditions set forth in Paragraph 10. This may include but is not limited to:

- working with a supportive needs provider to provide an additional bedroom within an existing group home;
- including an additional affordable unit in any of the unbuilt Third Round mechanisms such as the future Raritan Gas Station Redevelopment Plan or;
- capturing 1 unit through the adoption of the Mandatory Set-Aside Ordinance as included in Paragraph 5.

5. The Township's Fourth Round Prospective Need Obligation is 166. The Township will address its Fourth Round Prospective Need obligation of 166 through a Vacant Land Adjustment ("VLA"). The parties agree that the Borough's Fourth Round Realistic Development Potential ("RDP") is 0 units subject to the conditions set forth in Paragraph

9. The Township's 166 unit unmet need shall be with the following mechanisms:

PROJECT	TYPE	UNITS	TENURE	STATUS
Grand Centurions (Block 52, Lot 15.01)	Age-Restricted	14	TBD	Not Built
Clarkton Shopping Center (Block 63, Lots 54 & 55.01)	Family	10	TBD	Not Built

Clark Village (Block 63, Lots 52 & 53)	Family	6	TBD	Not Built
Raritan Road (Block 148, Lots 1, 10, 13, 15, 19, 20, 23 & 24)	Family	8	TBD	Not Built
Polish Cultural Foundation (Block 131, Lot 7)	Family	11	TBD	Not Built
Mandatory 20% Set-Aside Ordinance				
<b>Total:</b>		<b>49</b>		

### **Unit Type and Income Distribution Requirements**

6. The Township and FSHC agree that the Township's HEFSP as presented above satisfies the following standards set forth in P.L. 2024, c. 2, including but not limited to, with respect to the following, and that the Township shall maintain satisfaction with such requirements for the Fourth Round:
- a. Age Restricted Cap. The Township agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be capped at 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits.
  - b. Family units. Pursuant to N.J.S.A. 52:27D-211(l), the Township shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with

children and otherwise in compliance with the requirements and controls established pursuant to Section 21 of P.L.1985, c.222 (C.52:27D-321).

- c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(I), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.
  - d. Very low-income units. Pursuant to N.J.S.A. 52:27D-329.1, 13 percent of all affordable units referenced in this Agreement addressing the Township's Prospective Need obligation shall be very low-income units for households earning 30 percent or less of the regional median income, with half of the very low-income units being available to families.
  - e. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311(a) and (b), and all other applicable law.
  - f. All Prior Round and Third Round compliance shall continue to meet with the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the Township, statutory requirements, and the Prior Round and Third Round regulations.
7. In all developments that produce affordable housing, the Township and FSHC agree that, unless varied by a prior court order of the trial court, the below terms shall apply:
- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not

limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.

- b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior round of obligations modifying UHAC as to affordability controls longer than the now current regulations or as to very low-income units shall remain in effect as to those prior rounds of obligations.
- c. The Township agrees that in order to meet the low-income and very low-income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP that 50 percent of the affordable units within each bedroom distribution shall be required to be for low-income households earning 50 percent or less of the regional median income, including 13 percent of the affordable units within each bedroom distribution shall be required to be for very low-income households earning 30 percent or less of the regional median income.
- d. The Township agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances.
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with

applicable law The affirmative marketing plan shall include the following community and regional organizations: FSHC; the Latino Action Network; New Jersey NAACP; Northwest New Jersey Community Action Program Inc.

### **Process for Approval and Implementation**

8. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge must still review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:
  - a. The Township and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
  - b. The Program Member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.
  - c. The Township shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever is sooner, the Township shall file the information required by Paragraph 9 and any other adopted ordinances and resolutions on eCourts.
  - d. No later than April 15, 2026, the Township and FSHC shall provide via filing on eCourts a form of consent order granting final compliance certification for the

Court's review or identify any remaining issues of compliance that may be disputed at which point the court shall schedule a conference to review any such areas.

- e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

9. The Township and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the municipality shall provide these documents to FSHC in draft form for comment by January 1, 2026:
  - a. The Township shall adopt an amended HEFSP which includes the updated Third and Fourth Round crediting information pursuant to Paragraphs 4 and 5.
  - b. The Township shall prepare an updated Vacant Land Adjustment which includes the reasons for exclusions of properties supported by the FHA and governing regulations. The Township should include the VLA in its amended HEFSP.
  - c. The Township will adopt a mandatory set-aside ordinance requiring a 20% affordable housing set aside for new development of 5 or more residential units at 6 du/ac or greater.

- d. The Township will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the forthcoming regulations at N.J.A.C. 5:99.
  - e. The Township will update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in accordance with the forthcoming regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. after they are adopted and before March 15, 2026.
10. The Township and FSHC agree that the Township will explore mechanisms to meet its Third Round Shortfall of 1 unit as a condition of compliance certification and provide a plan to address the unit by March 15, 2026.
11. The Township and FSHC recognize that substantial changes in circumstances affecting the Township's RDP are possible pursuant to the holding in *Fair Share Housing Center v. Cherry Hill*, 173 N.J. 393, (2002) and related law. In the event such a substantial changed circumstance occurs, the Township shall have one hundred twenty (120) days to present to the trial court and FSHC a plan to address such change in circumstances on notice and opportunity to be heard from FSHC. The Township agrees that any additional RDP generated due to changed circumstances must be addressed in a manner that is consistent with controlling law.
12. The Township's Compliance Certification shall be subject to required ongoing monitoring as follows:
- a. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of a detailed accounting of all development fees and any other payments into its trust fund that have been collected including residential and non-residential development fees,

along with the current balance in the municipality's affordable housing trust fund as well as trust funds expended, including purposes and amounts of such expenditures, in the previous year from January 1<sup>st</sup> to December 31<sup>st</sup>.

- b. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of up-to-date municipal information concerning the number of affordable housing units actually constructed, construction starts, certificates of occupancy granted, and the start and expiration dates of deed restrictions. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability controls, and whether occupancy is reserved for families, senior citizens, or other special populations.
- c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the Township or other interested party may file an action through the Program seeking a realistic opportunity review and shall provide for notice to the public, including a realistic opportunity review of any inclusionary development site as set forth in the adopted HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.

13. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way

except by a writing signed by each of the parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

On behalf of the Township of Clark:



Date: 12/12/2025

On behalf of Fair Share Housing Center:



Date: 12/12/2025

**SPECIAL ADJUDICATOR REPORT**

IMO the Application of the Township of Clark, Union  
County Docket No. UNN-L-415-25

December 26, 2025

Prepared for:

Hon. Mary C. Jacobson, A.J.S.C. (ret.)

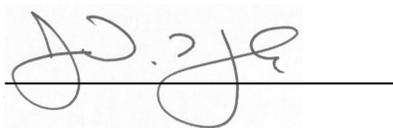
Affordable Housing Dispute Resolution Program

Richard J. Hughes Justice Complex

P.O. Box 037

Trenton, New Jersey 08625

Prepared by:

A handwritten signature in black ink, appearing to read "K. McManus", is written over a horizontal line.

*Special Adjudicator*

NJ Professional Planning License 5667

Kyle McManus Associates

2 East Broad Street, 2nd Floor

Hopewell, NJ 08525

609-257-6706 (v)

[jkyle@kylemcmamus.com](mailto:jkyle@kylemcmamus.com)



## 1.0 INTRODUCTION

This report has been prepared and submitted in my capacity as Special Adjudicator to assist the Affordable Housing Dispute Resolution Program (“Program”), In the Matter of the Application of the Township of Clark, Docket No. UNN-L-415-25.

The following Report addresses the below listed topics:

- *Mediation Agreement Before the Affordable Housing Dispute Resolution Program* between Fair Share Housing Center and the Township of Clark, dated December 12, 2025 and filed December 13, 2025.
- The objection filed by Joelle Paul, Esq. on behalf of Fair Share Housing Center ( “FSHC”) to the Township’s Housing Plan, dated August 30, 2025 (“FSHC Objection”).
- *Master Plan Housing Element and Fair Share Plan, Township of Clark, Union County, New Jersey*, adopted June 5, 2025.

## 2.0 CONTEXT FOR REVIEW

This Report reviews the Mediation Agreement, Clark’s Housing Element and Fair Share Plan (hereafter HEFSP) and supplemental submissions against the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301 et seq*) (“FHA”), the adopted rules by the Council on Affordable Housing (“COAH”) (*N.J.A.C. 5:93, N.J.A.C. 5:97*), to the extent applicable, relevant case law, the Uniform Housing Affordability Control Rules, *N.J.A.C. 5:80-26.1 et seq.* (“UHAC”), Division of Local Planning Service Fair Housing Act Rules (*N.J.A.C. 5:99*), and the Administrative Directives issued by the Program (#14-24, Addendum to #14-24).

The FHA, amended in 2024, set forth a new methodology for calculation of municipal affordable housing obligations, strategies and requirements for preparing a housing plan and satisfying the affordable housing obligations, and procedure for gaining approval of a housing plan and immunity from builder’s remedy litigation, among a variety of other topics. As part of these amendments, the Program was created to oversee the newly created process. The goal for each municipality participating is to obtain a compliance certification, which “protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose” (*N.J.S.A. 52:27D-304.q.*).

While the FHA provides a variety of strategies and requirements for preparing a housing plan and satisfying a municipal affordable housing obligation, it requires municipalities, as well as objectors, to continue to rely upon adopted COAH’s rules for many aspects of compliance:

*All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L.2024,c. 2 (C.52:27D-304.1 et al.), or binding court decisions. (N.J.S.A. 52:27D-311.m.)*

Additionally, the FHA provides guidance on not just the newly calculated obligations of the present need

and the prospective need, but also how a housing plan should address the prior round obligations.

*As part of its housing element and fair share plan, the municipality shall include an assessment of the degree to which the municipality has met its fair share obligation from the prior rounds of affordable housing obligations as established by prior court approval, or approval by the council, and determine to what extent this obligation is unfulfilled or whether the municipality has credits in excess of its prior round obligations... In addressing prior round obligations, the municipality shall retain any sites that, in furtherance of the prior round obligation, are the subject of a contractual agreement with a developer, or for which the developer has filed a complete application seeking subdivision or site plan approval prior to the date by which the housing element and fair share plan are required to be submitted, and shall demonstrate how any sites that were not built in the prior rounds continue to present a realistic opportunity, which may include proposing changes to the zoning on the site to make its development more likely, and which may also include the dedication of municipal affordable housing trust fund dollars or other monetary or in-kind resources. The municipality shall only plan to replace any sites planned for development as provided by a prior court approval, settlement agreement, or approval by the council, with alternative development plans, if it is determined that the previously planned sites no longer present a realistic opportunity, and the sites in the alternative development plan provide at least an equivalent number of affordable units and are otherwise in compliance with the “Fair Housing Act,.” (N.J.S.A. 52:27D-304.1.f.(2)(a)) (emphasis added)*

### **3.0 REHABILITATION OBLIGATION**

The Township’s Round 4 rehabilitation obligation, also referred to as present need, is 71 (seventy-one) units, which will be addressed by a local rehabilitation program funded through the affordable housing trust fund. Community Grants, Planning & Housing will administer this program for the municipality.

### **4.0 ROUNDS 1 AND 2 (1987-1999)**

The Township’s Round 1 and 2 obligation is 93 units, and was addressed as part of the Township’s Third Round Plan per a November 9, 2016 settlement agreement between Clark and FSHC.

### **5.0 ROUND 3 (1999-2025)**

The Township’s Round 3 obligation is 170 units. The Township’s HEFSP notes this obligation, as well as the 93 unit Prior Round obligation, was met via the following mechanisms providing a total of 262 credits towards the 263 unit combined obligation:

- Woodcrest at Clark – 65 age-restricted rental units
- Westfield and Terminal – 3 family rental units
- Raritan Gas Station – 2 family rental units

- Westfield and Raritan – 6 family rental units and 6 bonus credits
- Schieferstein Site – 11 family rental units
- A&P Site (DTV) – 21 family rental units and 21 bonus credits
- DTV (Downtown Village District) – 51 family rental units and 2 bonus credits
- Walnut Site – 28 family rental units and 28 bonus credits
- Group home bedrooms – 9 units and 9 bonus credits

The Mediation Agreement notes the Township will pursue mechanisms to address the 1 unit shortfall in meeting the Third Round obligation. This can include an additional supportive housing bedroom, an additional affordable unit in a Third Round site identified above or capturing the unit through the mandatory setaside ordinance.

## 6.0 ROUND 4 (2025-2035)

The Township’s Round 4 obligation is 166 units, however, the Township seeks a vacant land adjustment that established RDP at 0 (zero) units and Unmet Need at 166 (one hundred sixty six) units. As you are likely aware, both FSHC and I spent significant time reviewing the vacant land analysis with the Township’s planner, and we both agree with the results and the corresponding RDP of 0.

As part of the mediation process, the Township agreed to provide overlay zoning to address Unmet Need that meets the Fair Housing Act requirement that municipalities receiving a vacant land adjustment **“...identify sufficient parcels likely to redevelop during the current round of obligations to address at least 25 percent of the prospective need obligation that has been adjusted, and adopt realistic zoning that allows for such adjusted obligation, or demonstrate why the municipality is unable to do so.”**<sup>1</sup> Although the current HEFSP interpreted the above language to mean 25% of RDP and not Unmet Need, without concession as to the legal meaning of the above section, the below Unmet Need mechanisms provide for a total of 49 credits, which is more than the 42 credits needed to provide at least 25% of Unmet Need. I note this is exclusive of any bonus credits the Township may realize in the future, which they are entitled to upon construction and occupation of the deed restricted unit.

- Grand Centurions (Block 52, Lot 15.01) – overlay zoning for 14 age-restricted affordable units
- Clarkton Shopping Center (Block 63, Lots 54 and 55.01) – overlay zoning for 10 family affordable units
- Clark Village (Block 63, Lots 52 and 53) – overlay zoning for 6 family affordable units
- Raritan Road (Block 148, Lots 1, 10, 13, 15, 19, 20, 23 and 24) – overlay zoning for 8 family affordable units
- Polish Cultural Heritage Foundation (Block 131, Lot 7) – overlay zoning for 11 family affordable units
- Mandatory setaside ordinance requiring projects of 5 units or more or at a density of 6 du/ac or more provide 20% of the units as affordable to low and moderate income households

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<sup>1</sup> N.J.S.A. 52:27D-310.1

## **Findings & Recommendations**

### **A. Conditionally Compliant.**

- An amended HEFSP shall be adopted including updated Third and Fourth Round crediting information per the Mediation Agreement
- The amended HEFSP shall include an updated vacant land analysis identifying the reasons for exclusion of parcels in the inventory per the Mediation Agreement
- The Township must amend its affordable housing ordinance, affirmative marketing plan, development fee ordinance and spending plan to be consistent with the recently adopted amendments to both the Uniform Housing Affordability Controls and N.J.A.C. 5:99, both of which became effective on December 15, 2025. This should be completed by March 15, 2026 in accordance with the Fair Housing Act amendments.
- All ordinances implementing the mechanisms described in the HEFSP must be adopted prior to March 15, 2026, including the overlay zoning to address Unmet Need identified above and the mandatory setaside ordinance requiring that all projects larger than 5 units or at a density of 6 du/ac or greater provide a minimum 20% of the units as affordable

## **7.0 FINDINGS**

Having reviewed the Mediation Agreement between Fair Share Housing Center and the Township as well as all documentation submitted to the Affordable Housing Dispute Resolution Program throughout the course of proceedings related to the Program's review of the Township's Housing Element and Fair Share Plan, I find the agreement is fair and reasonable and adequately protects the interests of low and moderate income households in the Region. Further, Clark's Housing Element and Fair Share Plan and the mechanisms noted above provide a fair and reasonable opportunity for the Township to meet its obligations under the Fair Housing Act and the Mount Laurel Doctrine. The Township has demonstrated their entitlement to a vacant land adjustment with an RDP of zero units and Unmet Need of one hundred sixty six units and has provided Unmet Need mechanisms sufficient to meet the requirements of N.J.S.A. 52:27D-310.1 in that 25% of Unmet Need is met with overlay zoning on parcels likely to redevelop. By agreeing to amend the HEFSP per the Mediation Agreement, the Township is meeting its constitutional obligation to provide a realistic opportunity for the provision of affordable housing in a manner that is substantially compliant with the requirements of the Fair Housing Act.

**PREPARED BY THE AFFORDABLE HOUSING PROGRAM:**

In the Matter of the Township of  
Clark

Superior Court of New Jersey  
Law Division, Civil Part

Docket No. UNN-L-415-25

**STATEMENT OF REASONS****Statement of Reasons**

New Jersey’s Fair Housing Act (FHA) was amended, in part, to “establish definitive deadlines for municipal action and any challenges to those actions” to ensure timely municipal compliance with their constitutional and statutory affordable housing obligations. See N.J.S.A. §52:27D-302 (m). The FHA set forth a streamlined procedure whereby municipalities can secure a compliance certification. After the adoption and filing of a municipality’s housing element and fair share plan (HEFSP), an interested party may file a response, or challenge, alleging with specificity that the municipality’s HEFSP is not in compliance with the FHA or the Mount Laurel doctrine. N.J.S.A. §52:27D-304.1(f)(2)(b). Notably, the FHA declared a “preference for the resolution of disputes involving exclusionary zoning” to be the mediation and review process set forth in the act and not litigation. N.J.S.A. §52:27D-303. To that end, the FHA created an Affordable Housing Program to conduct mediations to facilitate settlements between a municipality and

any interested parties that filed a challenge to the municipality's HEFSP. The FHA gave the municipality until December 31, 2025, to resolve challenges by revising its HEFSP or to provide an explanation for why no changes were necessary. N.J.S.A. §52:27D-304.1(f)(2)(b).

In reviewing Plans the Program shall apply an objective assessment standard to determine whether the municipality's HEFSP complies with the FHA and Mount Laurel doctrine. Ibid. Upon resolution of a challenge, the Program shall recommend to the Mt. Laurel judge for the vicinage in which the municipality is located that the judge issue a compliance certification conditioned upon the municipality's "commitment, as necessary, to revise its fair share plan and housing element in accordance with the resolution of the challenge." Ibid. In reviewing challenges, the Program recognizes that the municipality may use a variety of means and techniques to provide for its fair share of affordable housing, N.J.S.A. §52:27D-311, and should employ flexibility in assessing a municipality's HEFSP for compliance with the FHA and Mount Laurel doctrine. In re Adoption of N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 29-33 (2015).

Fair Share Housing Center is the only challenger to the HEFSP submitted by the Township of Clark and prepared by Planner Paul Ricci. Both parties participated in three mediation sessions, as did Special Adjudicator James Kyle. After extensive discussions, aided by Mr. Kyle, the parties reached a settlement of all issues. Having

presided over the settlement conferences, having reviewed the submissions of the parties, including the original HEFSP, having heard the settlement terms placed on the record on December 12, 2025, and having considered the detailed analysis and recommendation of Special Adjudicator Kyle, this Program member is satisfied that the Municipality's proposed amendments to its HEFSP provide a realistic opportunity for the construction of low and moderate income housing and are compliant with the FHA and in accordance with S. Burlington Cnty. NAACP v. Mount Laurel, 92 N.J. 158, 220-22 (1983). This Program member is also satisfied that the terms of the settlement adequately protect the interests of low and moderate-income households. Matter of Twp. Of Bordentown, 471 N.J. Super. 196, 218 (App. Div. 2022).

The Township of Clark is a built-up municipality in Union County. It has a Present Need of 71 units that is being addressed by a local rehabilitation program financed by the Township's affordable housing trust fund. Clark also has a Prospective Need of 166 to be addressed through a Vacant Land Adjustment (VLA) with several mechanisms that account for more than 25% of its unmet need. Those mechanisms include several areas where the Township will enact overlay zoning on parcels likely to redevelop in the Fourth Round sufficient to support 49 units of affordable housing exclusive of bonuses, which nonetheless can be awarded when eligible affordable housing is built in those zones. Notably, Clark needed to account

for 42 units to satisfy 25% of unmet need, thus reflecting an excess of seven units. In addition, the Township has committed to adopting a mandatory set-aside ordinance for inclusionary projects of 20 percent.

Of critical importance to this Program member is that, after extensive review by Fair Share Housing Center staff and Special Adjudicator Kyle, both have accepted and endorsed the revisions to the Clark Plan and its VLA. While this Program member had initially been skeptical of Clark's calculation of its RDP as zero, Fair Share Housing Center and Adjudicator Kyle carefully reviewed the elements of the VLA and concurred with the RDP, the assessment of the Township's unmet need, and the mechanisms proposed by Clark during mediation to satisfy more than 25% of its unmet need. After reviewing all the materials related to the Clark Plan and revisions, this Program member finds that the HEFSP as revised complies with the FHA and that the settlement is fair and reasonable to the affected class of low and moderate income households. See generally East/West Venture v. Borough of Fort Lee 286 N.J. Super. 311, 335-37 (App. Div. 1996) (discussing factors to consider in deciding whether settlement is fair and reasonable including whether the settlement will result in expeditious construction of affordable housing); Morris County Fair Housing Council v. Boonton Twp., 197 N.J. Super. 359, 372 (App. Div. 1984) (noting that the danger of a judgment of compliance that does not adequately protect the interests of lower income persons is substantially reduced

when the claim is brought by the Public Advocate or other public interest organization (i.e. Fair Share Housing Center), since it will be assumed that generally a public interest group will only approve a settlement that it determines to be in the best interests of the people it represents.) Consequently, this Program Member recommends to the Mt. Laurel Judge for Union County that a certification of compliance and continuation of immunity from exclusionary housing litigation be granted to the Township of Clark. This Program member also wants to thank all participants in the mediation process for their professionalism and collegiality that resulted in the settlement of this matter.

**Respectfully Submitted by the Program:**

By:

/s/ Mary C. Jacobson

**Mary C. Jacobson, J.S.C. Ret.**

Dated: December 31, 2025

**Appendix B – Vacant Land Adjustment**

# Vacant Land Adjustment

## Township of Clark

Union County, New Jersey

October 20, 2025

Prepared by:

**ricci**planning

177 Monmouth Avenue  
Atlantic Highlands, NJ 07716



Paul N. Ricci, AICP, PP  
New Jersey Professional Planner  
License No.: LI005570

*The original of this document was signed  
and sealed in accordance with New Jersey Law*

**1.0 – INTRODUCTION**

The Township of Clark’s Housing Element and Fair Share Plan, which was adopted by the Clark Planning Board on June 5, 2025, and subsequently endorsed by the Clark Township Council on June 16, 2025, includes a Vacant Land Adjustment. This report provides additional details on the Vacant Land Adjustment and demonstrates that it was prepared in conformance with the provisions of the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and N.J.A.C. 5:93-4.2.

**2.0 – INVENTORY OF VACANT LAND**

The Vacant Land Adjustment inventoried all Class 1 (Vacant) and Class 15C (Public) properties within the Township. Note that although Vacant Land Adjustments would normally inventory Class 3A (Farm, Regular) and Class 3B (Farm, Qualified) properties, no such properties are located within the Township of Clark.

All inventoried properties are listed in the Vacant Land Inventory provided in Appendix A and mapped in Appendix B. These areas contain a total of 145 properties totaling slightly more than 481.1 acres. However, a careful review of these properties indicates that 120 of them, totaling slightly less than 476.0 acres, are incorrectly identified as vacant and, instead, are either: developed; under construction; or dedicated as open space and recreation areas and listed on the Township’s Recreation and Open Space Inventory as filed with the New Jersey Department of Environmental Protection<sup>1</sup>. Thus, of the total of 145 properties totaling 481.1 acres, only 25 properties with a total area of less than 5.2 acres were found to be vacant. Appendices A and B denote vacant and non-vacant properties. Additionally, Appendix A includes detailed notes relating to the current status of inventoried properties.

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<sup>1</sup> Properties on the Township’s Recreation and Open Space Inventory or with similar conservation easements in place are identified in Appendix A and mapped in Appendix B. In total, these areas encompass approximately 565.1 acres, of which 189.6 acres are located on parcels that are primarily dedicated to active recreation and 375.5 acres are located on parcels that are primarily dedicated to passive recreation (n.b., the allocation between active and passive recreation has been made through manual review of aerial photographs). However, the Township contains a large reservoir and significant areas of other water surfaces. As a result, properties on the Township’s Recreation and Open Space Inventory or with similar conservation easements in place encompass only 417.6 acres of *land* surface, of which 176.9 acres are dedicated to active recreation and 240.7 acres are dedicated to passive recreation. The Township has a total land area of approximately 2,684.8 acres (n.b., this is computed to as the total area of 2,850.4 acres, less 165.6 acres of water). Thus, the 240.7 acres of *lands* (i.e., not areas covered by water surface) considered as passive recreation account for approximately 9.0 percent of the Township’s total land area, which is more than the limit of three (3) percent prescribed by N.J.A.C. 5:97-5.2(d). Similarly, the total developed and developable area of the Township is estimated to be 2,271.5 acres (n.b., this is computed as the total area 2,850.4 acres, less 578.9 acres with environmental encumbrances, including wetlands and estimated buffers, flood hazard areas, water, and historic sites listed on the New Jersey and United States registers). Thus, the 176.9 acres of *lands* considered as active recreation account for about 7.8 percent of the Township’s total developed and developable area, which is more than the limit of three (3) percent prescribed by N.J.A.C. 5:97-5.2(d). Appendix A classifies ROSI parcels as active or passive. Note that although areas of active and passive recreation exceed the limits of N.J.A.C. 5:97-5.2(d), their developability has been restricted by easement prior to the start of Round 4. Additionally, the Township makes no claim to reservation of additional areas for active or passive recreation.

### 3.0 – EXCLUSION FROM CALCULATION OF REALISTIC DEVELOPMENT POTENTIAL

N.J.A.C. 5:93-4.2 provides criteria by which properties or portions thereof may be excluded from the calculation of Realistic Development Potential. These criteria are indicated below:

- *Any land that is owned by a local government entity that, as of January 1, 1997, has adopted, prior to the filing of a petition for substantive certification, a resolution authorizing the execution of an agreement that such land shall be utilized for a public purpose other than housing. N.J.A.C. 5:93-4.2(c)1.*
- *Any vacant contiguous parcels of land in private ownership of a size which would accommodate less than five dwelling units. N.J.A.C. 5:93-4.2(c)2.*
- *Agricultural lands shall be excluded when the development rights to these lands have been purchased or restricted by covenant. N.J.A.C. 5:93-4.2(e)1.*
- *In areas of the State not regulated by the Pinelands Commission, the Division of Coastal Resources and the Hackensack Meadowlands Development Commission, municipalities may exclude as potential sites for low- and moderate-income housing: inland wetlands as delineated on the New Jersey Freshwater Wetlands Maps, or when unavailable, the U.S. Fish and Wildlife Service National Wetlands Inventory; or as delineated on-site by the U.S. Army Corps of Engineers or DEP, whichever agency has jurisdiction; when on-site delineation is required by the Council; flood hazard areas as defined in N.J.A.C. 7:13; and sites with slopes in excess of 15 percent, as determined from the U.S.G.S. Topographic Quadrangles, which render a site unsuitable for low- and moderate-income housing. In cases where part of a site is unsuitable for low- and moderate-income housing because of flood hazard areas or inland wetlands, the Council shall not permit low- and moderate-income housing to be constructed on that unsuitable part of the site; provided however, that this rule shall not prohibit construction of low- and moderate-income housing on the remainder of the site. In the case of slopes in excess of 15 percent, a municipality may regulate inclusionary development through a steep slope ordinance, provided the ordinance also regulates non-inclusionary developments in a consistent manner. The Council reserves the right to exclude sites in whole or in part when excessive slopes threaten the viability of an inclusionary development. N.J.A.C. 5:93-4.2(e)2ii.*
- *Historic and architecturally important sites shall be excluded if such sites were listed on the State Register of Historic Places in accordance with N.J.A.C. 7.4 prior to the submission of the petition of substantive certification. N.J.A.C. 5:93-4.2(e)3.*
- *Municipalities may reserve three percent of their total developed and developable acreage for active municipal recreation and exclude this acreage from consideration as potential sites for low- and moderate-income housing. However, all sites designated for active recreation must be designated for recreational purposes in the municipal master plan. In determining developable acreage, municipalities shall calculate their total vacant and undeveloped lands and deduct from that total number the lands excluded by the Council's rules regarding historic and architecturally important sites, agricultural lands and environmentally sensitive lands. Municipalities shall also exclude from this calculation of total vacant and undeveloped lands, those owned by nonprofit organizations, counties and the State or Federal government when such lands*

*are precluded from development at the time of substantive certification. Municipalities shall submit appropriate documentation demonstrating that such active recreational lands are precluded from development. Existing active municipal recreation areas shall be subtracted from the three percent calculation of total developed and developable acreage to determine additional land that may be reserved for active municipal recreation. N.J.A.C. 5:93-4.2(e)4i.*

- *Any land designated on a master plan of a municipality as being dedicated or which is dedicated by easement or otherwise for purposes of conservation, parklands or open space and which is owned, leased, licensed or in any other manner operated by a county, municipality or tax-exempt, nonprofit organization including a local board of education or by more than one municipality, by joint agreement pursuant to P.L. 1964,c.185 (N.J.S.A. 40:61-35.1 et seq.), for so long as the entity maintains such ownership, lease, license or operational control of such land. N.J.A.C. 5:93-4.2(e)5i.*

Appendix A indicates where a given property has been excluded or partially excluded from the calculation of Realistic Development Potential. Nonetheless, we provide the following as the most frequent reasons for exclusion or partial exclusion:

- Insufficient developable area to accommodate five (5) or more housing units, which would result in the generation of at least one (1) unit of Realistic Development Potential (n.b., information regarding presumptive densities is provided below); and,
- Presence of one (1) or more environmental constraints, such as wetlands and estimated buffers thereof, special flood hazard areas, water (n.b., Appendix A identifies the total constrained area or each inventoried parcel, as well as the area constrained by individual environmental constraints).

Regarding exclusions due to environmental constraints where development is prohibited, we note that Appendix C provides mapping of environmental constraints.

In addition to the above, we note the following regarding the disposition of the 25 properties that were found to be vacant:

- Realistic Development Potential Calculation: 24 properties were considered in the calculation of Realistic Development Potential; and,
- Total Environmental Constraint: One (1) property was entirely covered with one (1) or more environmental constraints and, therefore, was unavailable for development (n.b., the area of environmental constraints is provided in Appendix A.

#### **4.0 – CALCULATION OF REALISTIC DEVELOPMENT POTENTIAL**

After the exclusion of properties and portions of properties in accordance with the provisions of the Fair Housing Act, the Township's Realistic Development Potential was calculated. This calculation results in a Realistic Development Potential of zero (0) units. This is due to the fact that no property had a development capacity of five (5) or more units, which is the minimum number of units required to result in at least one (1) unit of Realistic Development Potential based on a 20-percent set-aside.

While complete details of the calculation of Realistic Development Potential can be found in Appendix A, we note that presumptive densities ranging from six (6) to 39 units per acre were applied on a parcel-by-parcel basis, based on the existing zoning of the area in which the

relevant parcel was located, or, when a parcel was located in a zone that does not permit residential development (e.g., the Public [P] Zone), the adjacent or nearest zone that does permit residential development. A list of existing zones with permitted densities and presumptive densities follows:

- R-60: The permitted density of the R-60 zone is approximately 7.3 units per acre and a presumptive density of 12.0 units per acre has been applied, which is an increase of approximately 4.7 units per acre over the permitted density;
- R-75: The permitted density of the R-75 zone is approximately 5.8 units per acre and a presumptive density of 9.0 units per acre has been applied, which is an increase of approximately 3.2 units per acre over the permitted density;
- R-100: The permitted density of the R-100 zone is approximately 4.4 units per acre and a presumptive density of 8.0 units per acre has been applied, which is an increase of approximately 3.6 units per acre over the permitted density;
- R-150: The permitted density of the R-150 zone is approximately 2.9 units per acre and a presumptive density of 6.0 units per acre has been applied, which is an increase of approximately 3.1 units per acre over the permitted density;
- R-A: The permitted density of the RA zone is 16.0 units per acre and a presumptive density of 24.0 units per acre has been applied, which is an increase of 8.0 units per acre over the permitted density; and
- DTV: The permitted density of the DTV zone is 32 units per acre and a presumptive density of 39.0 units per acre has been applied, which is an increase of 7.0 units per acre over the permitted density.

Appendix A indicates the existing zone and proposed density of vacant parcels.

Note that the presumptive densities applied meet or exceed the minimum presumptive density of six (6) units per acre that may be applied in a Vacant Land Adjustment according to N.J.A.C. 5:93-4.2(f).

**5.0 – CALCULATION OF UNMET NEED**

The Township’s Round 4 prospective need obligation is 166 units. With a Realistic Development Potential of zero (0) units, the Township’s Unmet Need is 166 units.

**6.0 – REDEVELOPMENT CONSIDERATIONS**

According to N.J.A.C. 5:93-4.2(d), municipalities granted a Vacant Land Adjustment may have other sites currently dedicated to low-density development assessed for potential affordable housing opportunities through inclusionary zoning. In such cases, these sites would be incorporated into the Township’s Realistic Development Potential. Examples of such properties include: golf courses not owned by members; farms located in State Planning Areas 1, 2 or 3; driving ranges; nurseries; and non-conforming uses.

Clark contains two (2) properties that were evaluated for redevelopment opportunities as they include attributes of low density or underutilization in accordance with 5:93-4.2 (d):

- Schieferstein Farm Market: This property is located at 393 Madison Hill Road and contains a mom-and-pop farm market that sells local produce, pies, Christmas trees, and similar products. The property is located on approximately 4.5 acres and was

included in the Township's Round 3 Housing Element and Fair Share Plan. It is zoned at a density of 16 units per acre, which would create 11 affordable units.

- Hyatt Hills Driving Range and Golf Course: This property has an area of approximately 84.7 acres, of which 67.1 acres are situated within Clark. Historically, it was owned by General Motors Corporation and functioned as a facility for ball bearing production. The current owner is Racer Properties. Previously, the location operated via a Joint Commission as a municipal golf course with Cranford Township. Although the Joint Commission remains in existence, it now serves solely operational purposes, with day-to-day management handled by an external agency. The property was adaptively reused as an active open space site due to environmental contamination, necessitating the installation of an environmental cap. In connection with its industrial past, a deed restriction exists that prohibits development of the site. A copy of this deed restriction is provided in Appendix E. Given the existence of this deed restriction, the property was not considered available for development.

Note that Clark does not contain any other golf courses, farms, driving ranges, or nurseries. Additionally, there are no clear instances of underutilized properties in the Township, nor are there areas with high vacancy rates, such as empty office buildings or former special-use facilities like phased-out pharmaceutical complexes. Consequently, no underutilized sites were added to the Township's Realistic Development Potential.

### **Conclusion**

The Township's Round 4 prospective need obligation is 166 units. In light of the above analysis, that number should be adjusted to 0.

**APPENDIX A: VACANT LAND INVENTORY TABLE**



**CLARK TOWNSHIP  
VACANT LAND INVENTORY TABLE**

BLOCK	LOT	PROPERTY CLASS	PROPERTY LOCATION	TOTAL ACRES	ENVIRONMENTAL CONSTRAINTS (ACRES)								NET ACRES	VACANT WITH NET ACRES (Y/N)	NOTES	ADJACENT TO PARCELS WITH VACANT DEVELOPABLE LAND	PRE-SUMPTIVE DENSITY	TOTAL YIELD (NET ACRES × PRESUMPTIVE DENSITY)	RDP	
					ROSI (PASSIVE)	ROSI (ACTIVE)	WATER	SPECIAL FLOOD HAZARD AREA	WETLANDS	50-FOOT WETLAND BUFFER	HISTORIC SITE	TOTAL CON-STRAINED								
38.02	12	1	60 RIDGE ROAD	0.58	-	-	-	-	-	-	-	-	0.58	Y	Existing Zone: R-150	A	6.00	3.45	-	
38.02	13.01	15C	RIDGE RD	0.16	-	-	-	-	-	-	-	-	0.16	Y	Existing Zone: R-150	A	6.00	0.96	-	
128.01	23	15C	PROSPECT ST	0.09	-	-	-	-	-	-	-	-	0.09	Y	Existing Zone R-75	B	9.00	0.83	-	
128.01	25	15C	BROADWAY	0.09	-	-	-	-	-	-	-	-	0.09	Y	Existing Zone R-75	B	9.00	0.83	-	
118	2	15C	BROADWAY	0.09	-	-	-	-	-	-	-	-	0.09	Y	Existing Zone R-60		12.00	1.10	-	
125	11	15C	HALIDAY ST	0.13	-	-	-	-	-	-	-	-	0.13	Y	Existing Zone R-60		12.00	1.61	-	
141	17	15C	CENTRAL AVE	0.09	-	-	-	-	-	-	-	-	0.09	Y	Existing Zone: P (Adjacent to R-75)		9.00	0.82	-	
152	16	15C	WALNUT AVE	0.12	-	-	-	-	-	-	-	-	0.12	Y	Existing Zone R-75; Adjoins Garden State Parkway		9.00	1.11	-	
155	4	1	470A PARKWAY DR	0.30	-	-	-	-	-	-	-	-	0.30	Y	Existing Zone R-75		9.00	2.73	-	
156	14	15C	RIVERSIDE DR	0.09	-	-	-	-	-	-	-	-	0.09	Y	Existing Zone: R-100; Adjoins Garden State Parkway		8.00	0.69	-	
164	46	15C	VALLEY ROAD	0.24	-	-	-	-	-	-	-	-	0.24	Y	Existing Zone R-75		9.00	2.13	-	
165	22	1	430 WEST LANE	0.09	-	-	-	-	-	-	-	-	0.09	Y	Existing Zone R-75		9.00	0.83	-	
173	22	15C	RIVERSIDE DR	0.25	-	-	-	-	-	-	-	-	0.25	Y	Existing Zone: R-100; Adjoins Clark Reservoir		8.00	2.03	-	
24	1.02	1	99 CHARLOTTE DR	0.34	-	-	-	-	-	-	-	-	0.34	Y	Existing Zone: R-150		6.00	2.01	-	
30.04	76	1	565 OAK RIDGE ROAD	0.55	-	-	-	-	-	0.00	-	0.00	0.55	Y	Existing Zone: R-150		6.00	3.29	-	
33.05	3.02	1	51 FEATHERBED LANE	0.38	-	-	-	-	-	-	-	-	0.38	Y	Existing Zone: R-150		6.00	2.28	-	
63	77	1	185 LEXINGTON BLVD	0.34	-	-	-	-	-	-	-	-	0.34	Y	Existing Zone: R-100		8.00	2.68	-	
7	2	1	1 GOODMAN'S CROSSING	0.17	-	-	-	0.00	-	-	-	0.00	0.17	Y	Existing Zone: RA		24.00	4.04	-	
7.01	3	1	LAKE AVE	0.11	-	-	0.08	0.11	-	0.00	-	0.11	-	Y	Existing Zone: RA		24.00	-	-	
75	10	15C	KING ST	0.22	-	-	-	-	-	-	-	-	0.22	Y	Existing Zone: R-100		8.00	1.72	-	
81	68.01	1	138 GERTRUDE ST	0.16	-	-	-	-	-	-	-	-	0.16	Y	Existing Zone R-75		9.00	1.42	-	
88	73	1	87 FAN ST	0.11	-	-	-	-	-	-	-	-	0.11	Y	Existing Zone R-75		9.00	0.98	-	
91	21	1	81 WESTFIELD AVE	0.13	-	-	-	-	-	-	-	-	0.13	Y	Existing Zone: DTV		39.00	4.92	-	
94	11	15C	LIONEL ST	0.10	-	-	-	-	-	-	-	-	0.10	Y	Existing Zone R-60		12.00	1.20	-	
97	1	15C	LOESER AVE	0.24	-	-	-	0.01	-	-	-	0.01	0.23	Y	Existing Zone: P (Adjacent to R-60)		12.00	2.74	-	
1	1	15C	OAK RIDGE RD	11.61	11.61	-	1.96	11.37	11.55	11.61	10.26	11.61	-	N (ROSI)	ROSI Parcel		-	-	-	
1	3	15C	OAK RIDGE RD	51.65	51.65	-	6.92	48.33	48.58	50.96	50.51	51.65	-	N (ROSI)	ROSI Parcel		-	-	-	
107	14	15C	JOSEPH ST	0.14	0.14	-	-	-	-	-	-	-	0.14	-	N (ROSI)	ROSI Parcel		-	-	-
128	37	15C	BROADWAY	0.18	0.18	-	-	-	-	-	-	-	0.18	-	N (ROSI)	ROSI Parcel		-	-	-
149	10	15C	DAYTON ST	0.06	0.06	-	-	-	-	-	-	-	0.06	-	N (ROSI)	ROSI Parcel		-	-	-
149	11	15C	DAYTON ST	0.11	0.11	-	-	-	-	-	-	-	0.11	-	N (ROSI)	ROSI Parcel		-	-	-
149	15	15C	REIFEL ST	0.17	0.17	-	-	-	-	-	-	-	0.17	-	N (ROSI)	ROSI Parcel		-	-	-
149	16	15C	REIFEL ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
149	18	15C	REIFEL ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
149	5	15C	DAYTON ST	0.11	0.11	-	-	-	-	-	-	-	0.11	-	N (ROSI)	ROSI Parcel		-	-	-
149	6	15C	DAYTON ST	0.23	-	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
149	8	15C	DAYTON ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
150	13	15C	DAYTON ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
150	15	15C	DAYTON ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
150	17	15C	DAYTON ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
150	19	15C	DAYTON ST	0.11	-	-	-	-	-	-	-	-	0.11	-	N (ROSI)	ROSI Parcel		-	-	-
150	4	15C	NORWOOD ST	0.17	0.17	-	-	-	-	-	-	-	0.17	-	N (ROSI)	ROSI Parcel		-	-	-
150	6	15C	NORWOOD ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
150	8	15C	NORWOOD ST	0.17	0.17	-	-	-	-	-	-	-	0.17	-	N (ROSI)	ROSI Parcel		-	-	-
150	9	15C	NORWOOD ST	0.23	0.23	-	-	-	-	-	-	-	0.23	-	N (ROSI)	ROSI Parcel		-	-	-
174.01	28	15C	HILLSIDE AVE	0.13	0.13	-	-	-	-	-	-	-	0.13	-	N (ROSI)	ROSI Parcel		-	-	-
174.01	29	15C	AUTUMN AV	0.04	0.04	-	-	-	-	-	-	-	0.04	-	N (ROSI)	ROSI Parcel		-	-	-
176	52	15C	LUPINE WAY	2.39	-	2.39	-	0.39	0.28	0.91	-	2.39	-	N (ROSI)	ROSI Parcel		-	-	-	
176	53	15C	LINCOLN BLVD	1.51	1.51	-	0.19	1.06	1.09	1.47	-	1.51	-	N (ROSI)	ROSI Parcel		-	-	-	
176	55	15C	LUPINE WAY	13.24	13.24	-	2.95	12.46	8.96	11.43	-	13.24	-	N (ROSI)	ROSI Parcel		-	-	-	
179.01	48	15C	LUPINE WAY	40.02	-	40.02	4.27	9.73	5.05	9.41	-	40.02	-	N (ROSI)	ROSI Parcel		-	-	-	
199	1	15C	FRANKLIN ST	0.36	0.36	-	0.00	0.03	-	-	-	0.36	-	N (ROSI)	ROSI Parcel		-	-	-	
199	22	15C	BEDFORD ST	0.30	0.30	-	-	0.02	-	-	-	0.30	-	N (ROSI)	ROSI Parcel		-	-	-	
2	1	15C	OAK RIDGE RD	3.72	3.72	-	1.05	-	3.25	3.61	3.72	3.72	-	N (ROSI)	ROSI Parcel		-	-	-	
2	3	15C	OAK RIDGE RD	36.94	-	36.94	1.28	-	2.48	4.00	36.94	36.94	-	N (ROSI)	ROSI Parcel		-	-	-	
201	1	15C	MADISON HILL RD	0.78	0.78	-	-	-	-	0.26	-	0.78	-	N (ROSI)	ROSI Parcel		-	-	-	
3	1	15C	136 OAK RIDGE RD	91.19	-	91.19	6.25	35.69	21.93	27.19	91.02	91.19	-	N (ROSI)	ROSI Parcel		-	-	-	
31.03	8	15C	SWEET BRIAR DR-REAR	7.33	7.33	-	2.28	7.33	4.05	6.67	-	7.33	-	N (ROSI)	ROSI Parcel		-	-	-	
33	5	15C	FEATHERBED LANE	9.10	9.10	-	5.21	9.05	1.23	3.49	-	9.10	-	N (ROSI)	ROSI Parcel		-	-	-	
33	7	15C	OLD RARITAN ROAD	0.79	0.79	-	-	0.39	-	-	-	0.79	-	N (ROSI)	ROSI Parcel		-	-	-	
40	25	15C	659 MADISON HILL ROAD	9.77	-	9.77	0.31	-	0.91	1.75	-	9.77	-	N (ROSI)	ROSI Parcel		-	-	-	
40	27	15C	659 MADISON HILL RD	3.11	3.11	-	0.26	-	0.37	1.03	-	3.11	-	N (ROSI)	ROSI Parcel		-	-	-	

**CLARK TOWNSHIP  
VACANT LAND INVENTORY TABLE**

BLOCK	LOT	PROPERTY CLASS	PROPERTY LOCATION	TOTAL ACRES	ENVIRONMENTAL CONSTRAINTS (ACRES)								NET ACRES	VACANT WITH NET ACRES (Y/N)	NOTES	ADJACENT TO PARCELS WITH VACANT DEVELOPABLE LAND	PRE-SUMPTIVE DENSITY	TOTAL YIELD (NET ACRES × PRESUMPTIVE DENSITY)	RDP
					ROSI (PASSIVE)	ROSI (ACTIVE)	WATER	SPECIAL FLOOD HAZARD AREA	WETLANDS	50-FOOT WETLAND BUFFER	HISTORIC SITE	TOTAL CON-STRAINED							
42	89.01	15C	MADISON HILL RD	56.13	56.13	-	37.60	41.84	-	-	-	56.13	-	N (ROSI)	ROSI Parcel		-	-	-
52	13	15C	MADISON HILL RD	48.09	48.09	-	30.45	38.26	-	-	-	48.09	-	N (ROSI)	ROSI Parcel		-	-	-
57	1	15C	805 OLD RARITAN ROAD	1.90	1.90	-	0.04	0.77	-	-	-	1.90	-	N (ROSI)	ROSI Parcel		-	-	-
62	33	15C	LEXINGTON BLVD	0.46	0.46	-	-	-	-	-	-	0.46	-	N (ROSI)	ROSI Parcel		-	-	-
97	16	15C	FRANKLIN ST	0.65	0.65	-	0.08	0.22	-	-	-	0.65	-	N (ROSI)	ROSI Parcel		-	-	-
98	1	15C	LINCOLN BLVD	1.22	1.22	-	0.08	0.43	-	0.07	-	1.22	-	N (ROSI)	ROSI Parcel		-	-	-
1	2	1	OAK RIDGE RD	1.46	-	-	0.20	1.40	1.44	1.46	1.46	1.46	-	N	Electrical Transmission Line		-	-	-
102	1	1	11 HARDING AVE	0.09	-	-	-	-	-	-	-	0.09	N	Part of developed property		-	-	-	
104	9	1	HARDING AV	0.05	-	-	-	-	-	-	-	0.05	N	Narrow configuration		-	-	-	
105	26.01	1	BROADWAY & JOSEPH	0.35	-	-	-	-	-	-	-	0.35	N	Received development approval for mixed-use inclusionary development		-	-	-	
11	2	1	OAK RIDGE RD	0.13	-	-	-	-	-	-	-	0.13	N	Developed with Block 11, Lot 13		-	-	-	
115	22	15C	FULTON ST	0.07	-	-	-	-	-	-	-	0.07	N	Part of developed property		-	-	-	
116	1	1	88 WESTFIELD AVE	0.18	-	-	-	-	-	-	-	0.18	N	Part of developed property		-	-	-	
118	18	15C	FULTON ST	0.05	-	-	-	-	-	-	-	0.05	N	Drainage, narrow configuration		-	-	-	
127	1	15C	VALLEY ROAD	0.02	-	-	-	-	-	-	-	0.02	N	Associated access with Clark Fire Department Headquarters		-	-	-	
127	2	15C	VALLEY ROAD	0.06	-	-	-	-	-	-	-	0.06	N	Associated access with Clark Fire Department Headquarters		-	-	-	
127	26	15C	JOHN ST	0.06	-	-	-	-	-	-	-	0.06	N	Part of developed property		-	-	-	
127	3	15C	HALIDAY ST	0.11	-	-	-	-	-	-	-	0.11	N	Associated access with Clark Fire Department Headquarters		-	-	-	
127	4	15C	HALIDAY ST	0.06	-	-	-	-	-	-	-	0.06	N	Associated access with Clark Fire Department Headquarters		-	-	-	
128	1	15C	HALIDAY ST	1.25	-	-	-	-	-	-	-	1.25	N	Developed property		-	-	-	
128	40	15C	BROADWAY	0.14	-	-	-	-	-	-	-	0.14	N	Developed property		-	-	-	
129	11	15C	BROADWAY	0.06	-	-	-	-	-	-	-	0.06	N	Part of developed property, narrow configuration		-	-	-	
129	14	15C	BROADWAY	0.08	-	-	-	-	-	-	-	0.08	N	Part of developed property, narrow configuration		-	-	-	
137	14	1	BOYNTON AVE	0.06	-	-	-	-	-	-	-	0.06	N	Part of developed property		-	-	-	
140.01	19	15C	GEORGIA ST	0.88	-	-	-	-	-	-	-	0.88	N	Peter Nevargic Park		-	-	-	
140.01	20	15C	GEORGIA ST	0.21	-	-	-	-	-	-	-	0.21	N	Peter Nevargic Park		-	-	-	
141	20	15C	CENTRAL AVE	0.31	-	-	-	-	-	-	-	0.31	N	Peter Nevargic Park		-	-	-	
142	2.01	15C	CENTRAL AVE-REAR	0.07	-	-	-	-	-	-	-	0.07	N	Narrow configuration, landlocked, part of developed property		-	-	-	
148	7	15C	REIFEL ST	0.17	-	-	-	-	-	-	-	0.17	N	Contains Town Storage Building		-	-	-	
148	8	15C	REIFEL ST	0.17	-	-	-	-	-	-	-	0.17	N	Curry Field - Encumbered		-	-	-	
148	9	15C	REIFEL ST	0.16	-	-	-	-	-	-	-	0.16	N	Curry Field - Encumbered		-	-	-	
155	7.01	1	35 WALNUT AVE	8.46	-	-	0.09	-	0.00	0.12	-	0.21	8.25	N	Developed property		-	-	-
181	20	1	1083 MAURICE AVE	0.04	-	-	-	-	-	-	-	0.04	N	Part of developed property		-	-	-	
195	55	1	PETER CIRCLE	0.36	-	-	-	-	-	-	-	0.36	N	Developed property, contains Peter Circle right-of-way		-	-	-	
198	1.0101	15C	WILSON DRIVE	4.83	-	-	-	-	-	-	-	4.83	N	Municipal Complex		-	-	-	
2	2	1	OAK RIDGE RD	1.17	-	-	0.41	-	1.16	1.17	1.17	1.17	-	N	Electrical Transmission Line		-	-	-
21	10.01	15C	ACKEN DR	0.01	-	-	-	-	-	-	-	0.01	N	Narrow configuration, landlocked		-	-	-	
21	26	1	SKYLINE DR	0.09	-	-	-	-	-	-	-	0.09	N	Part of developed property, landlocked		-	-	-	
21	8	1	25 ACKEN DR	0.28	-	-	-	-	-	-	-	0.28	N	Developed with a new home		-	-	-	
24	29.01	15C	HILLCREST DR	0.06	-	-	-	-	-	-	-	0.06	N	Narrow configuration		-	-	-	
24	3	1	121 HILLCREST DR	0.42	-	-	-	-	-	-	-	0.42	N	Single-family teardown and rebuild		-	-	-	
24	38.01	15C	REAR FAIRVIEW RD	0.06	-	-	-	-	-	-	-	0.06	N	Drainage, narrow configuration		-	-	-	
24	38.02	15C	REAR FAIRVIEW RD	0.11	-	-	-	-	-	-	-	0.11	N	Drainage, narrow configuration		-	-	-	
32	1	1	LAKE AVE	0.91	-	-	-	0.91	-	-	-	0.91	-	N	Part of developed property		-	-	-
34	25.01	1	737 RARITAN ROAD	0.81	-	-	-	-	-	-	-	0.81	N	Round 3 Compliance Mechanism (Currently Affordable Housing Zone)		-	-	-	
36	15.01	1	385 MADISON HILL ROAD	0.85	-	-	-	-	-	-	-	0.85	N	Round 3 Compliance Mechanism (Part of Schifferstein Farm - Current Affordable Housing Zone)		-	-	-	
38.03	36.01	15C	MILDRED TERR-REAR	0.06	-	-	-	-	-	-	-	0.06	N	Drainage, narrow configuration		-	-	-	
38.06	30	15C	SKYLINE DR-REAR	0.06	-	-	-	-	-	-	-	0.06	N	Drainage, narrow configuration		-	-	-	
4	1	15C	201 OAK RIDGE RD	8.36	-	-	-	-	-	-	-	8.36	N	Developed property		-	-	-	
4	10	1	421 WILLOW WAY	0.45	-	-	-	-	-	-	-	0.45	N	Developed property		-	-	-	
40	46	15C	593 MADISON HILL ROAD	0.91	-	-	-	-	-	0.89	0.89	0.01	N	Developed property		-	-	-	
40	50.04	1	8 HARTMAN COURT	0.57	-	-	-	-	0.00	0.08	0.08	0.48	N	Developed property		-	-	-	
49	12.13	15C	WESTFIELD AVE	0.04	-	-	0.03	-	-	-	-	0.03	0.01	N	Narrow configuration		-	-	-
49	13	15C	973 RARITAN ROAD	0.16	-	-	-	-	-	-	-	0.16	N	Contains a pumping station		-	-	-	
50	1	15C	HUTCHINSON ST	1.18	-	See Note	-	0.64	-	-	-	0.64	0.54	N	Active Recreation (adjacent ROSI)		-	-	-
50	1.02	15C	865 RARITAN ROAD	0.52	-	-	-	0.06	-	-	-	0.06	0.45	N	Developed property		-	-	-
50	16	15C	HUTCHINSON ST (REAR)	1.76	-	See Note	0.45	0.66	-	-	-	0.74	1.03	N	Active Recreation (adjacent ROSI)		-	-	-
53	34	1	868 RARITAN ROAD	1.15	-	-	-	0.57	0.40	1.00	-	1.10	0.06	N	Contains a parking lot associated with the Deutscher Club		-	-	-
53	35	15C	FEATHERBED LANE	8.79	-	-	4.90	8.27	1.91	4.07	-	8.36	0.43	N	This is a lake.		-	-	-
57	11	1	WESTFIELD AVE	0.41	-	-	0.08	0.41	-	-	-	0.41	0.00	N	Narrow configuration		-	-	-
58	4	1	100 TERMINAL AVE	10.68	-	-	-	-	-	-	-	10.68	N	Developed property		-	-	-	
58	6	15C	TERMINAL AVE	0.16	-	-	-	-	-	-	-	0.16	N	Part of developed property		-	-	-	

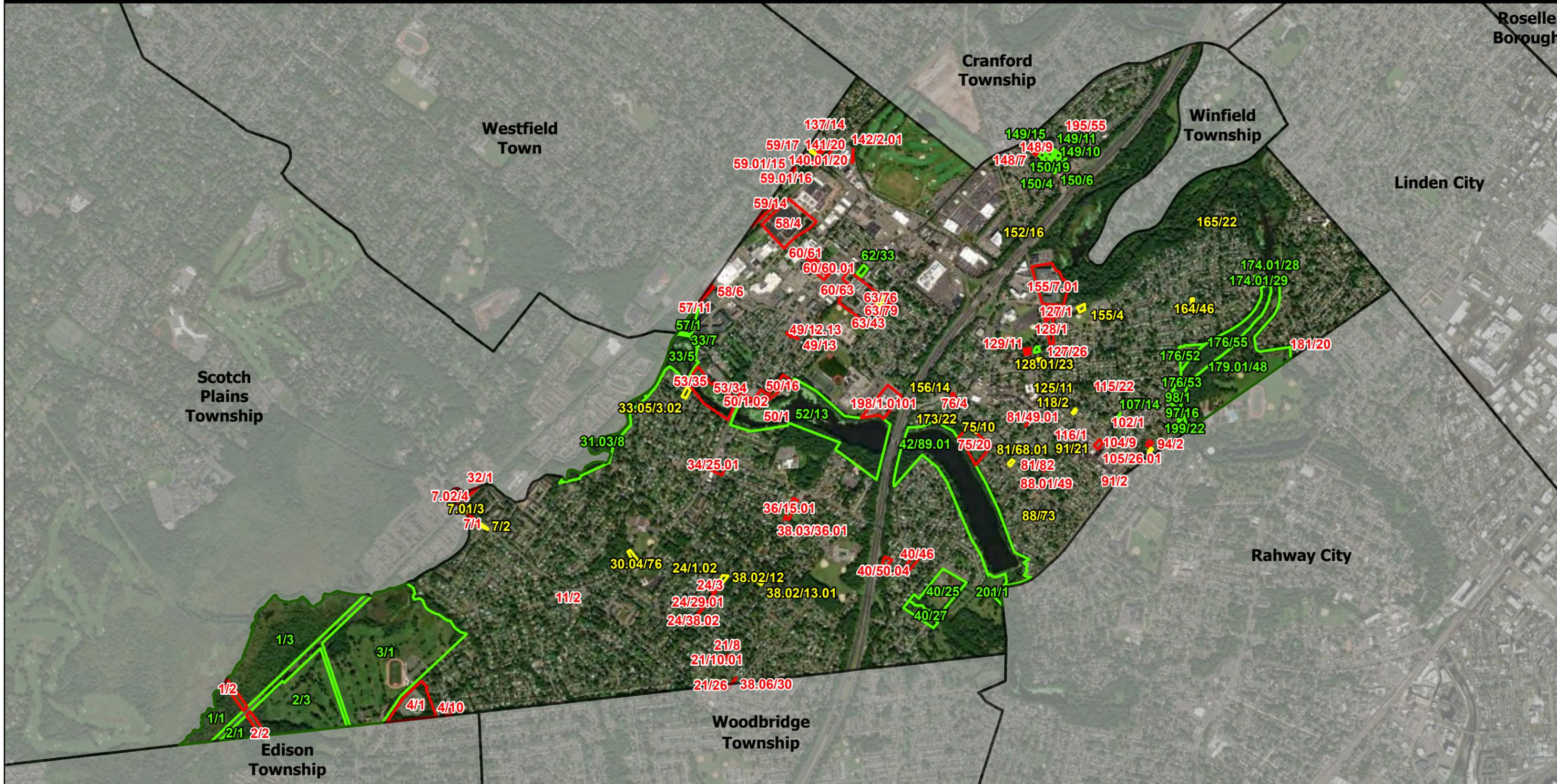
**CLARK TOWNSHIP  
VACANT LAND INVENTORY TABLE**

BLOCK	LOT	PROPERTY CLASS	PROPERTY LOCATION	TOTAL ACRES	ENVIRONMENTAL CONSTRAINTS (ACRES)								NET ACRES	VACANT WITH NET ACRES (Y/N)	NOTES	ADJACENT TO PARCELS WITH VACANT DEVELOPABLE LAND	PRE-SUMPTIVE DENSITY	TOTAL YIELD (NET ACRES × PRESUMPTIVE DENSITY)	RDP
					ROSI (PASSIVE)	ROSI (ACTIVE)	WATER	SPECIAL FLOOD HAZARD AREA	WETLANDS	50-FOOT WETLAND BUFFER	HISTORIC SITE	TOTAL CON-STRAINED							
59	14	15C	TERMINAL AVE-REAR	0.79	-	-	-	-	-	-	-	-	0.79	N	Narrow configuration, landlocked		-	-	-
59	17	15C	CENTRAL AVE	0.32	-	-	-	-	-	-	-	-	0.32	N	Narrow configuration		-	-	-
59.01	15	1	1750 DAKOTA ST	0.13	-	-	-	-	-	-	-	-	0.13	N	Part of developed property		-	-	-
59.01	16	1	1755 FLORIDA ST	0.06	-	-	-	-	-	-	-	-	0.06	N	Part of developed property		-	-	-
60	60.01	1	1088 RARITAN ROAD	0.23	-	-	-	-	-	-	-	-	0.23	N	Developed property		-	-	-
60	61	1	1084 RARITAN ROAD	0.82	-	-	-	-	-	-	-	-	0.82	N	Developed property		-	-	-
60	62	1	1084 RARITAN ROAD	0.56	-	-	-	-	-	-	-	-	0.56	N	Developed property		-	-	-
60	63	1*	1072 RARITAN ROAD	0.34	-	-	-	-	-	-	-	-	0.34	N	Developed property		-	-	-
63	43	15C	430 WESTFIELD AVE	10.18	-	-	-	-	-	-	-	-	10.18	N	Developed property		-	-	-
63	76	1	191 LEXINGTON BLVD	0.28	-	-	-	-	-	-	-	-	0.28	N	Part of developed property		-	-	-
63	79	1	177 LEXINGTON BLVD	0.39	-	-	-	-	-	-	-	-	0.39	N	A part of Lexington Village Apartments		-	-	-
7	1	1	LAKE AVE	0.51	-	-	0.10	0.47	-	0.02	-	0.47	0.04	N	Contractor's storage, almost entirely encumbered		-	-	-
7.02	4	1	564 LAKE AVE	0.08	-	-	-	0.08	-	-	-	0.08	-	N	Part of developed property, narrow configuration, landlocked		-	-	-
75	20	15C	BARTELL PL	4.84	-	See Note	-	-	-	-	-	-	4.84	N	Active Recreation (adjacent ROSI)		-	-	-
76	4	15C	275 WESTFIELD AVE	0.23	-	-	-	-	-	-	-	-	0.23	N	Sold to the owner of Block 76, Lot 2 (adjacent property)		-	-	-
81	49.01	15C	RICHARD ST	0.01	-	-	-	-	-	-	-	-	0.01	N	Part of developed property, narrow configuration		-	-	-
81	82	1	22 KATHRYN ST	0.12	-	-	-	-	-	-	-	-	0.12	N	Developed with 81/83		-	-	-
88.01	49	15C	HARRISON ST	0.03	-	-	-	-	-	-	-	-	0.03	N	Part of developed property		-	-	-
88.01	53	1	23 KATHRYN ST	0.06	-	-	-	-	-	-	-	-	0.06	N	Part of developed property		-	-	-
91	2	1	MADISON HILL ROAD	0.10	-	-	-	-	-	-	-	-	0.10	N	Part of developed property		-	-	-
94	2	1*	9 HAROLD AVE	0.17	-	-	-	-	-	-	-	-	0.17	N	Developed with a new single family home		-	-	-
<b>TOTAL RDP:</b>																		-	

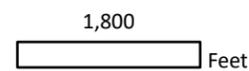
**APPENDIX B: VACANT LAND INVENTORY MAP**



Vacant Land Inventory Map  
Township of Clark, Union County, New Jersey



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- NOT VACANT (ROSI PARCEL)
- VACANT

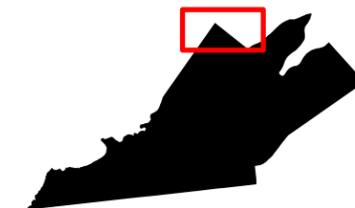


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Vacant Land Inventory Map  
Township of Clark, Union County, New Jersey



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350  
Feet

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Township of Clark, Union County, New Jersey



Cranford  
Township

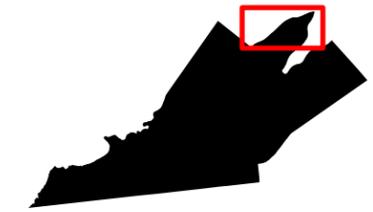
Linden City

Winfield  
Township

195/55

148/8 148/9  
148/7 149/16 149/11  
149/18 149/8 150/13  
149/6 150/15 150/9  
149/5 150/17 150/8  
150/19 150/6  
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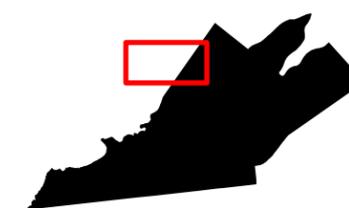
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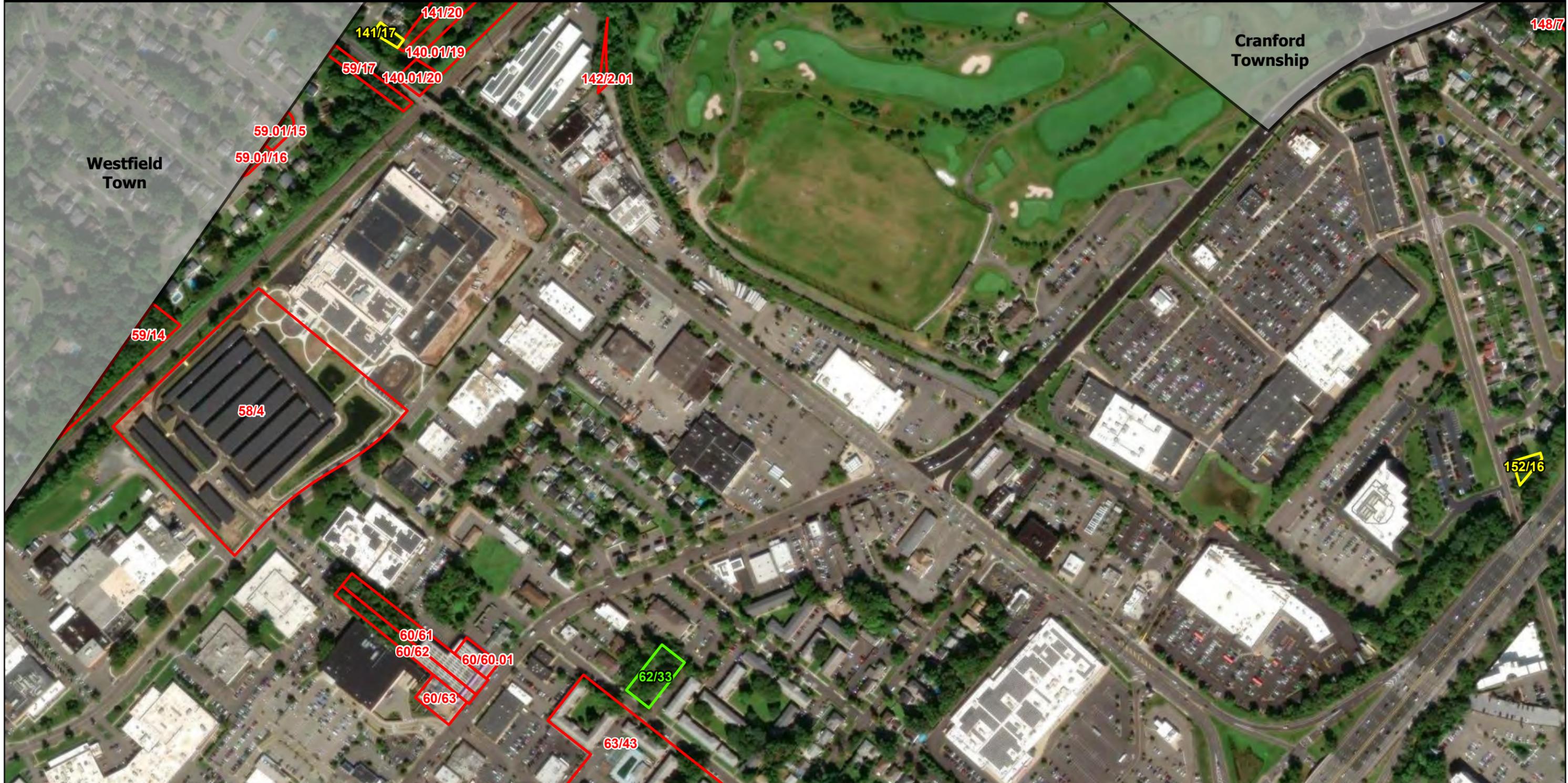
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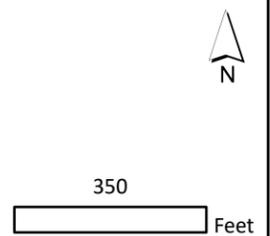
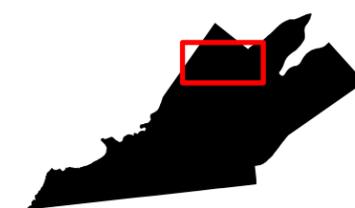
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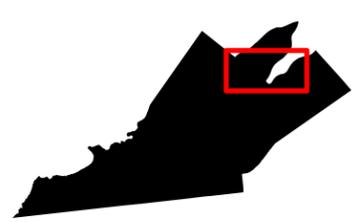


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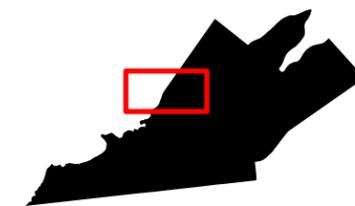
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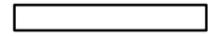
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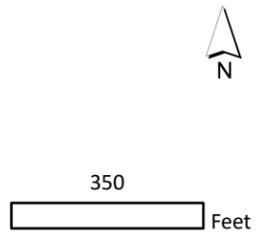
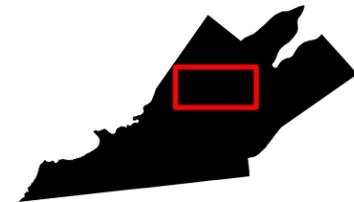
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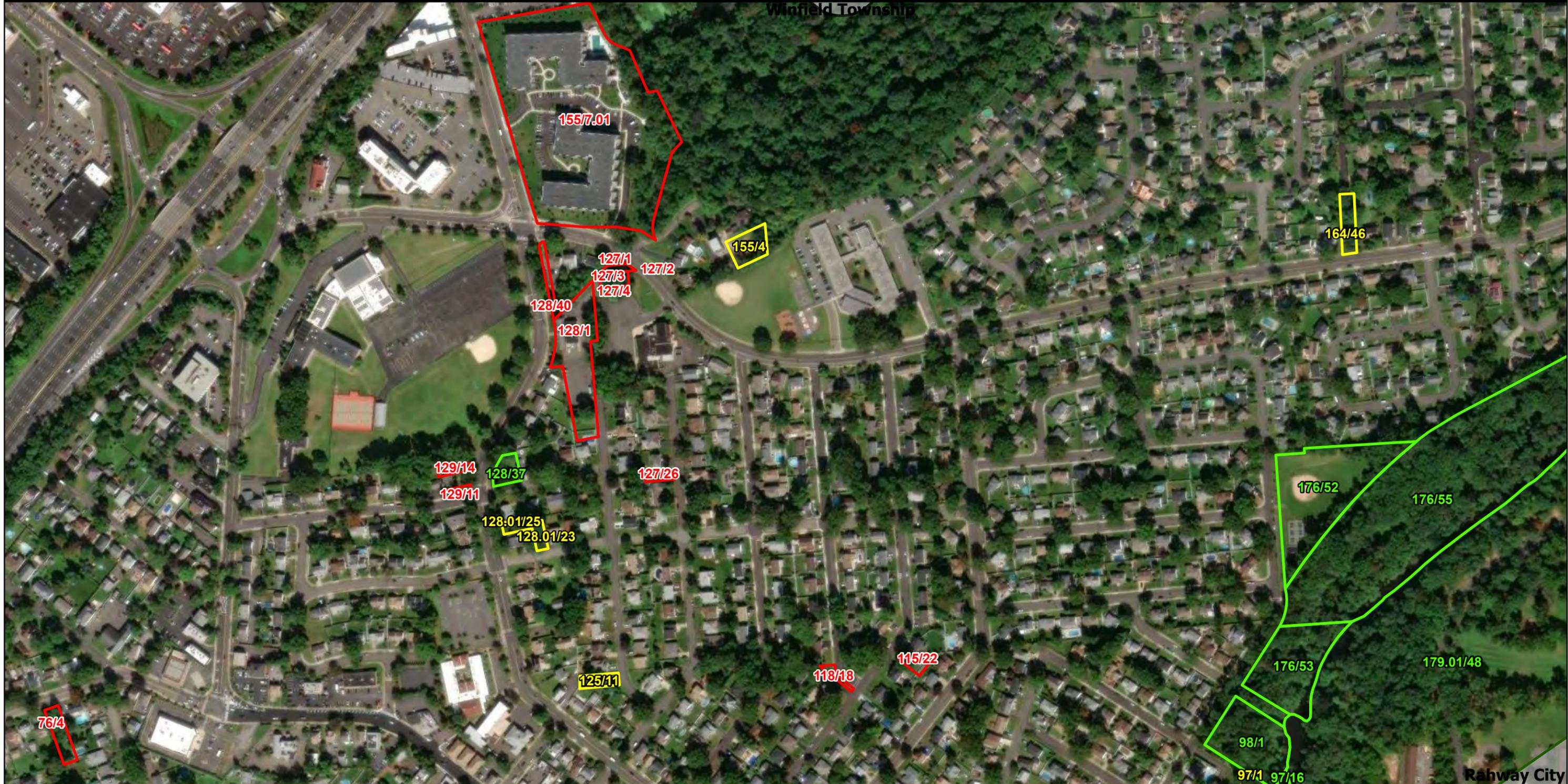


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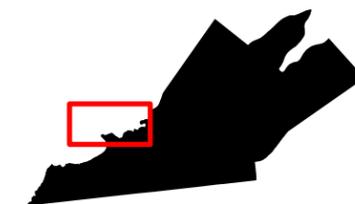
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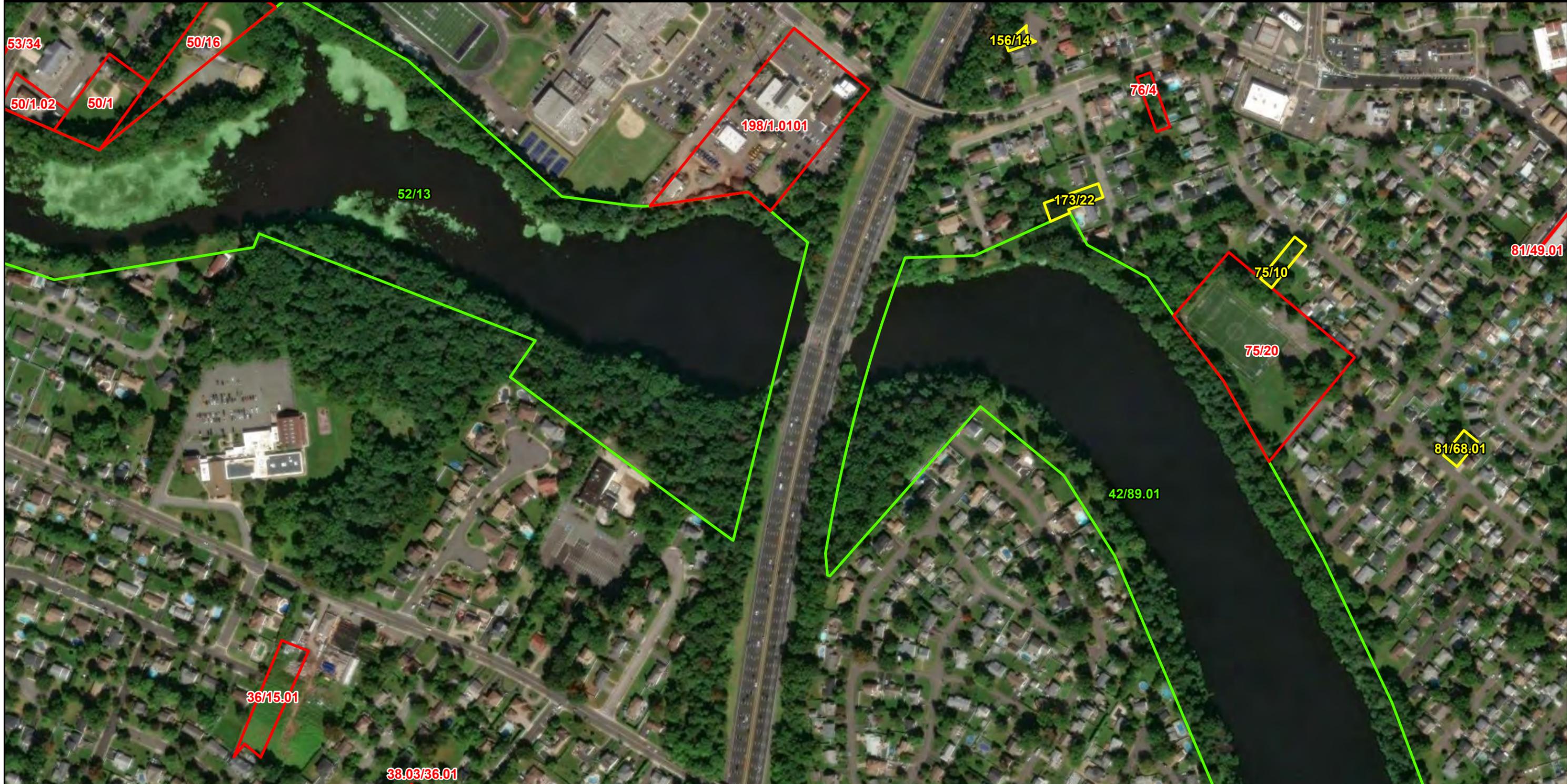
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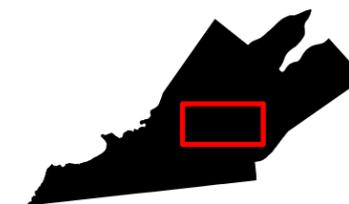
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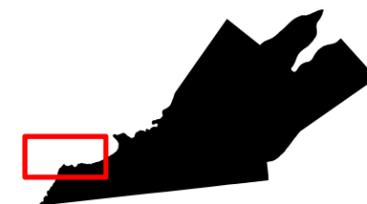
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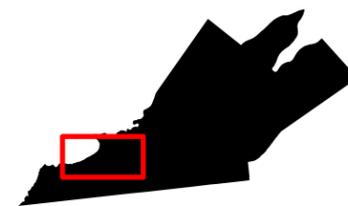
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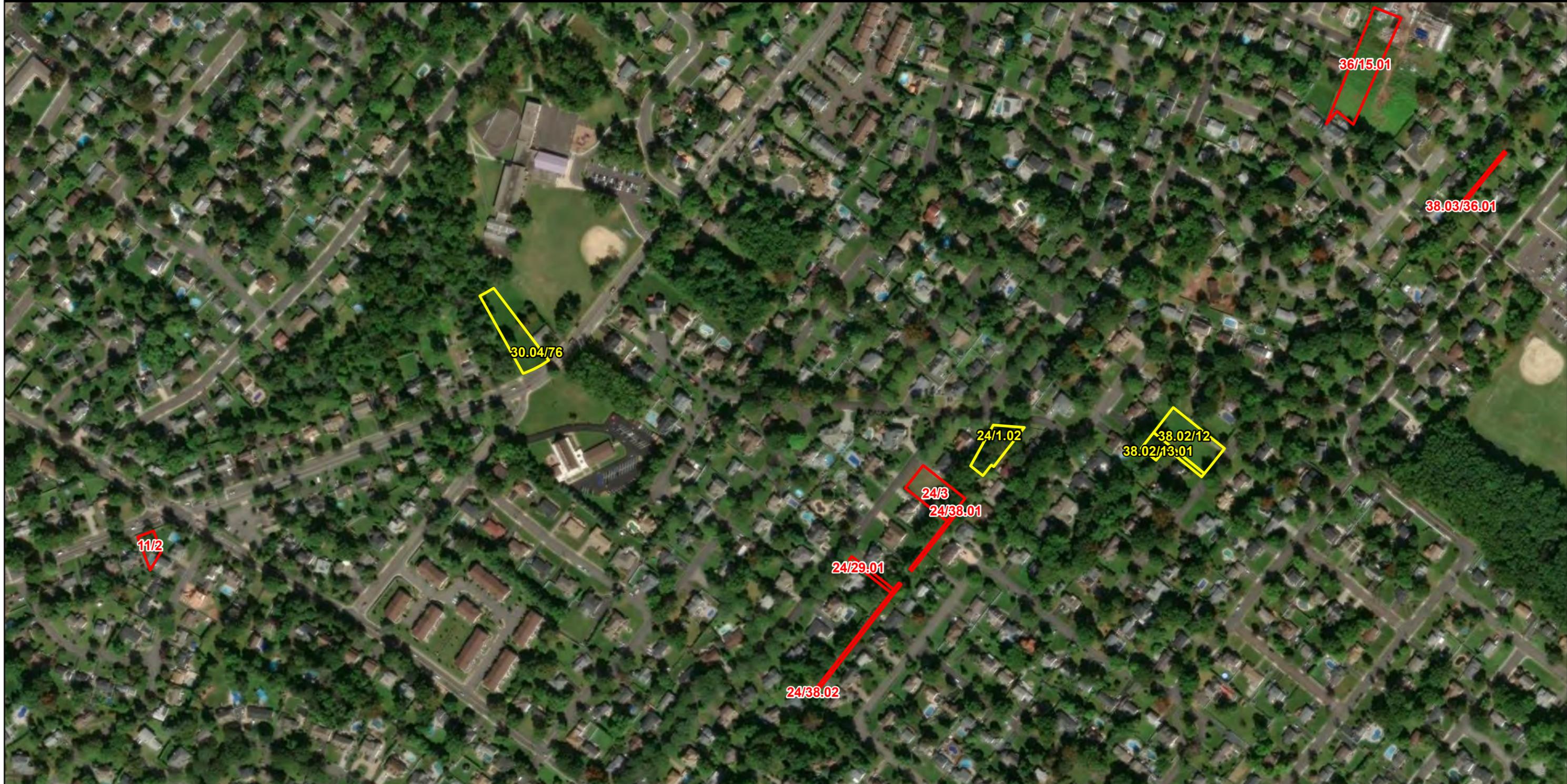
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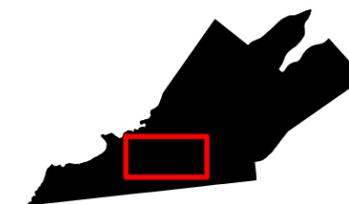
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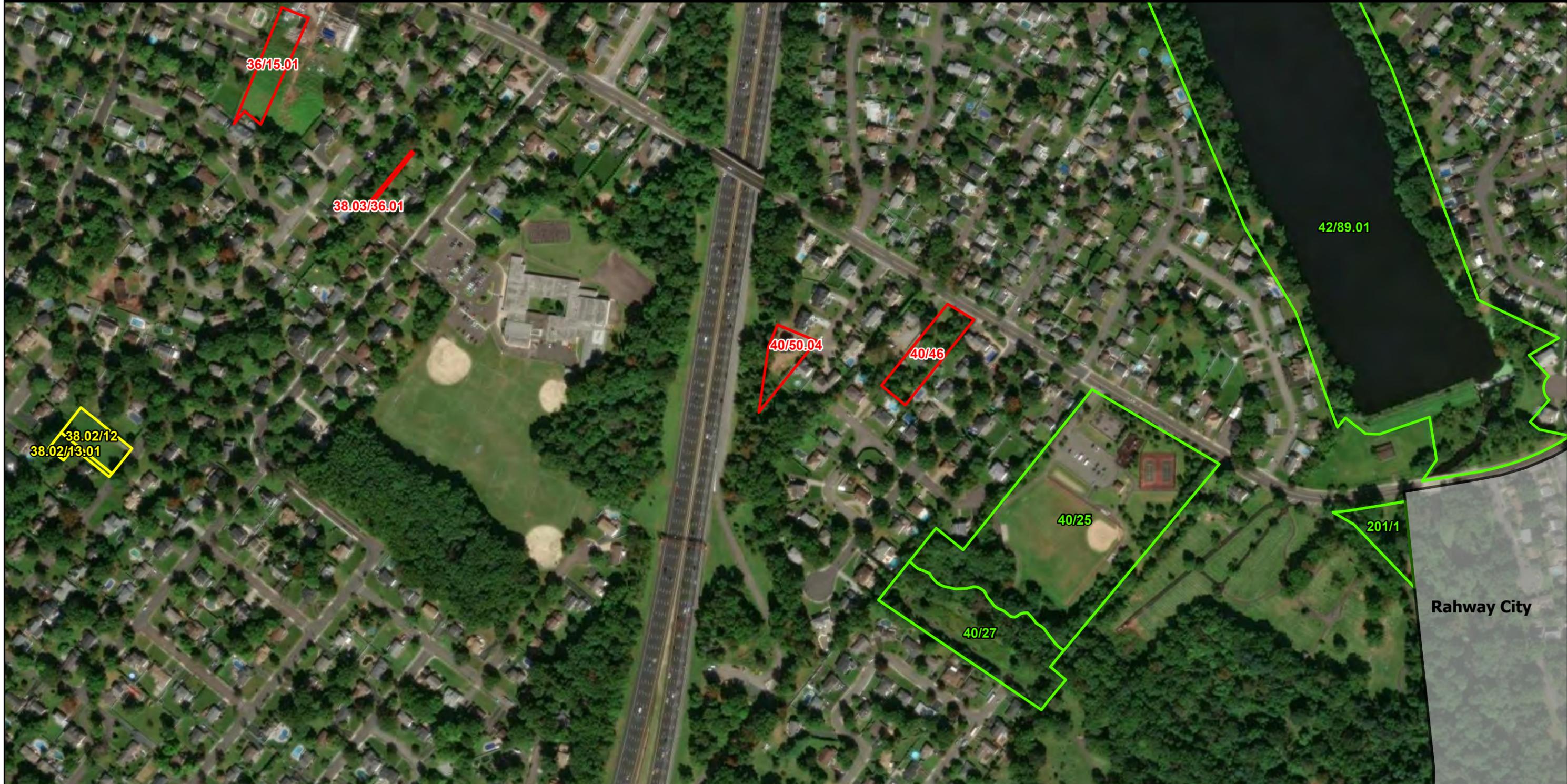
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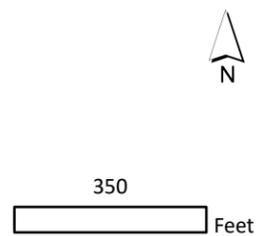
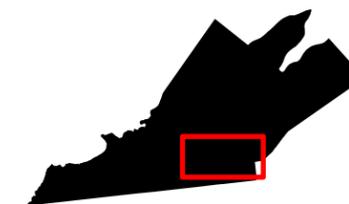
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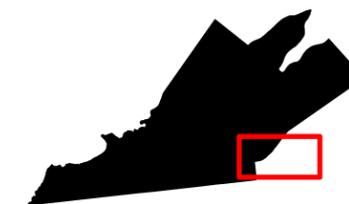


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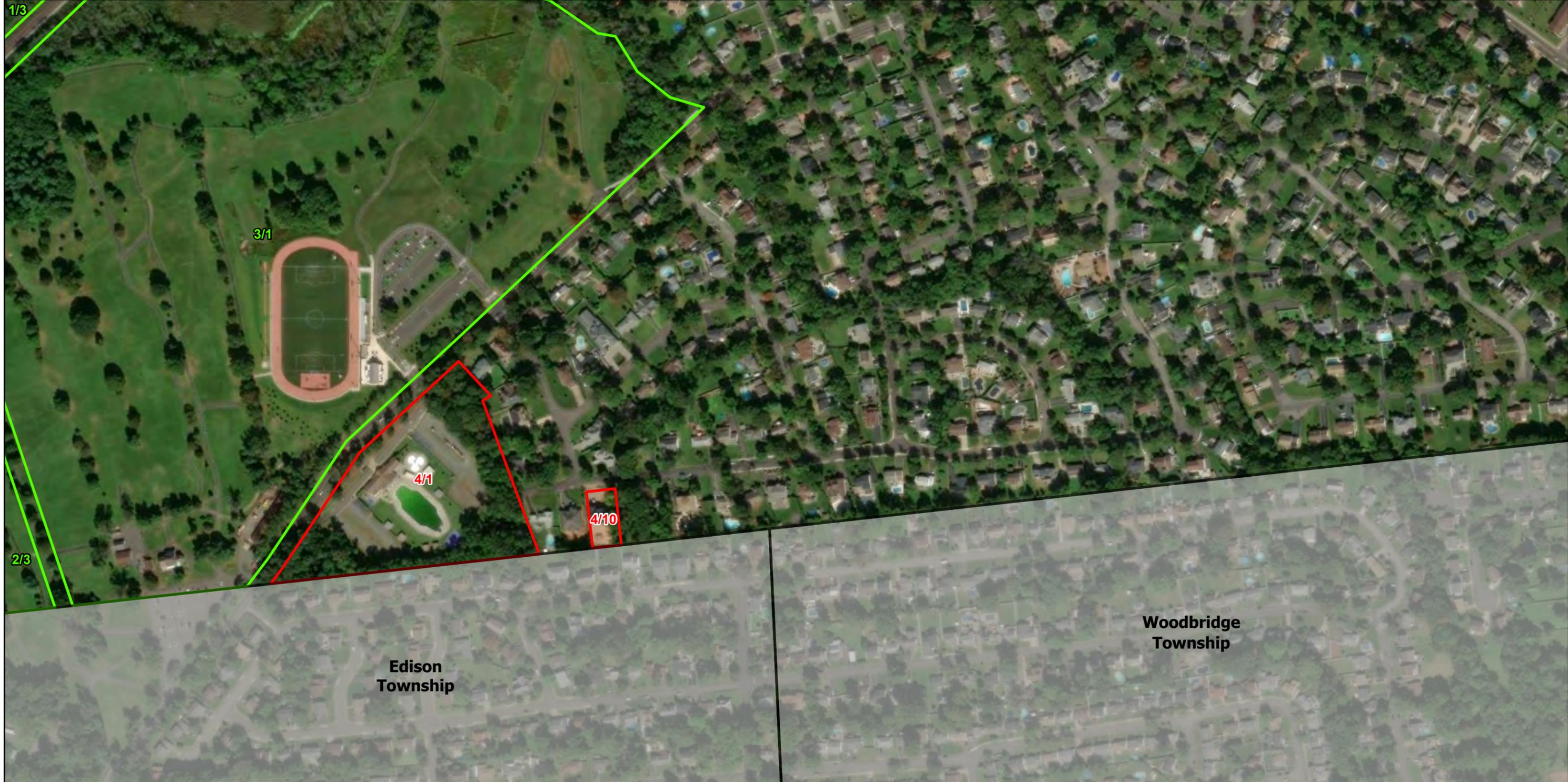
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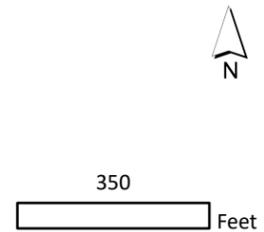
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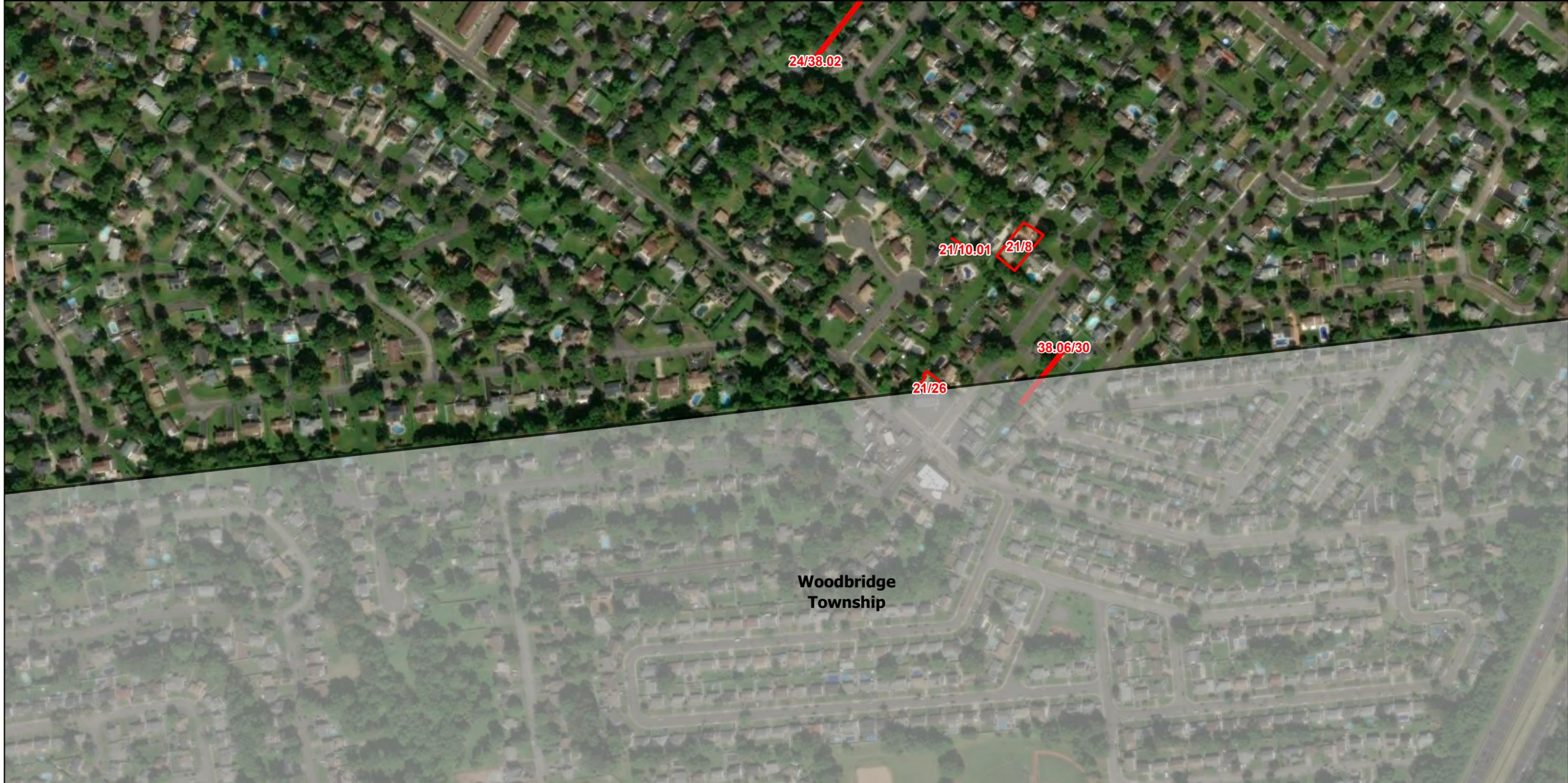


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**Vacant Land Inventory Map**  
Township of Clark, Union County, New Jersey



- NOT VACANT
- NOT VACANT (ROSI PARCEL)
- VACANT



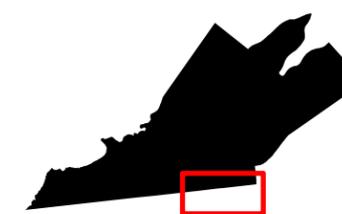
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Feet

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Township of Clark, Union County, New Jersey



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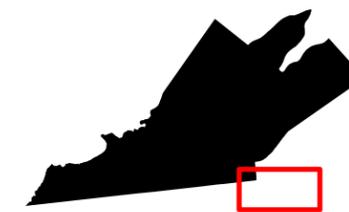
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**Vacant Land Inventory Map**  
Township of Clark, Union County, New Jersey



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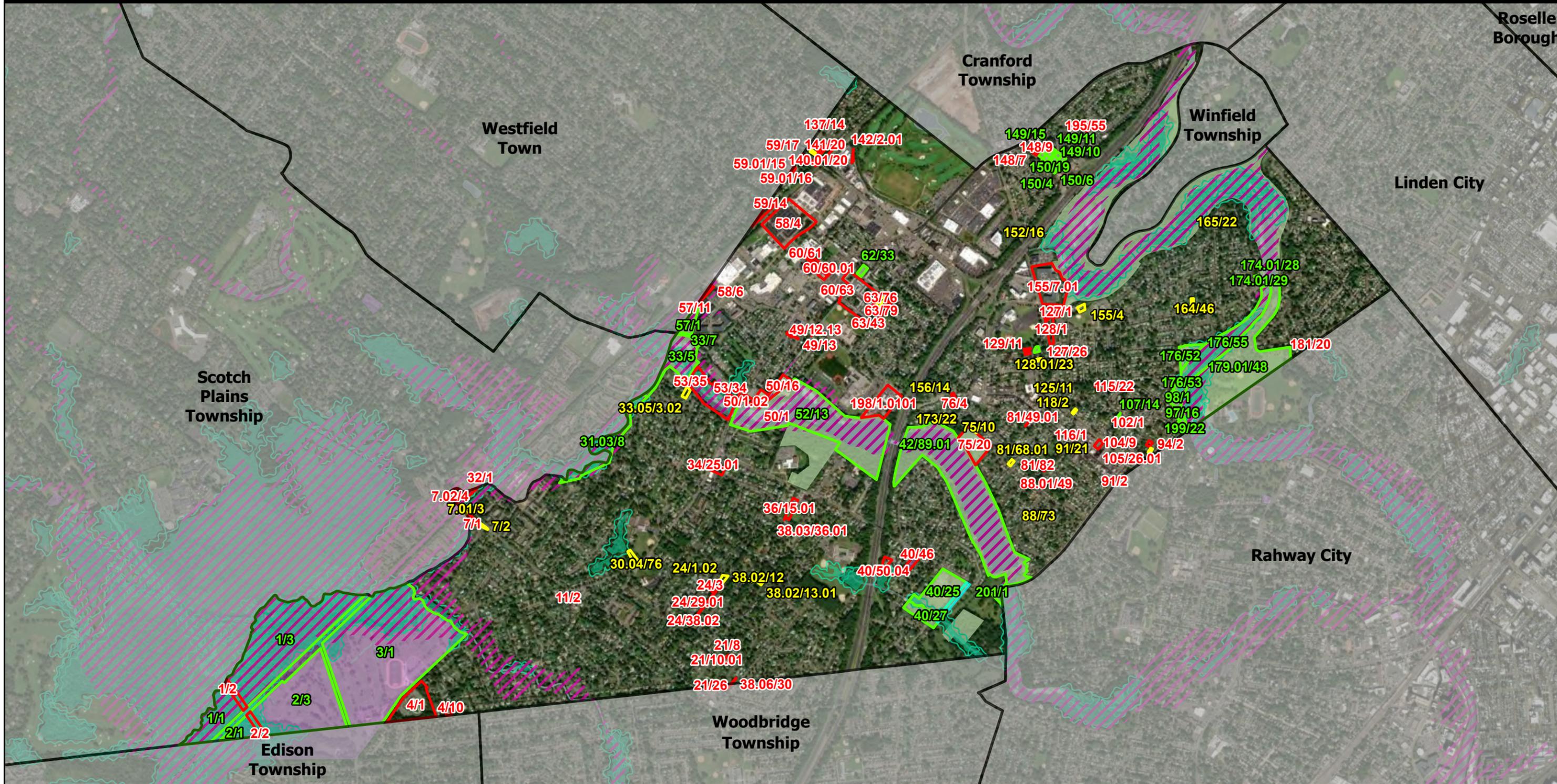
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**APPENDIX C: ENVIRONMENTAL CONSTRAINTS MAP**



# Environmental Constraints Map

## Township of Clark, Union County, New Jersey



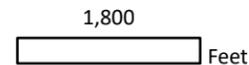
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|  NOT VACANT (ROSI PARCEL)  |  WETLAND BUFFER (50-FOOT)                                 |
|  VACANT                    |  HISTORIC SITE (LISTED ON STATE AND/OR NATIONAL REGISTER) |
|  SPECIAL FLOOD HAZARD AREA |  ROSI PARCEL  |
|  WATER                     |  |



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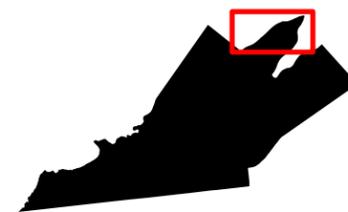
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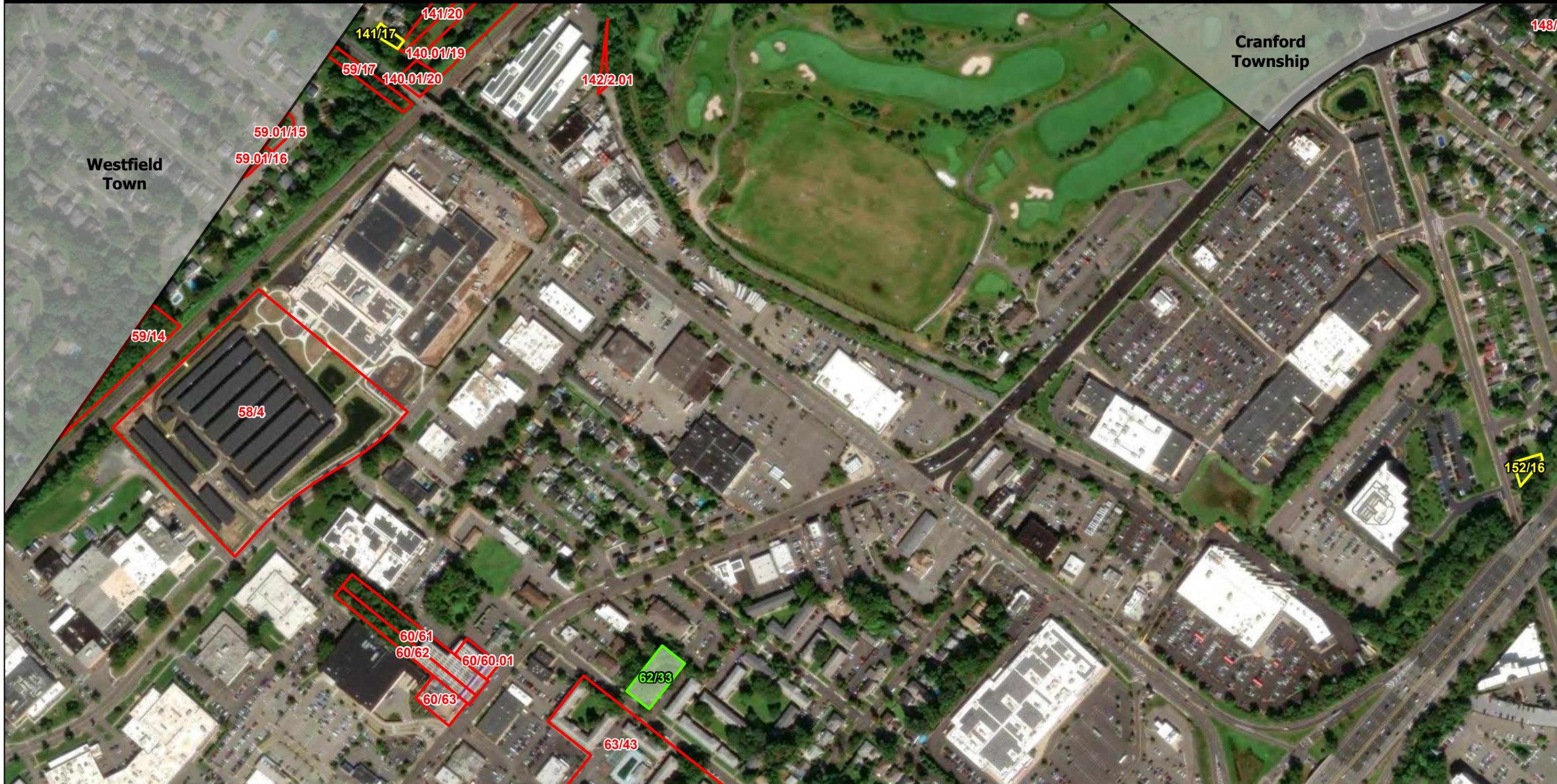
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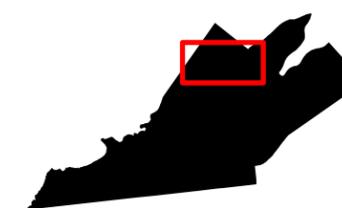
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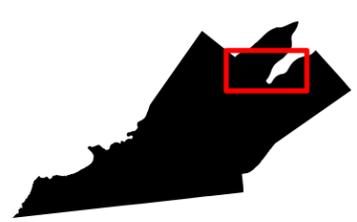
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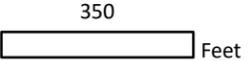
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Township of Clark, Union County, New Jersey



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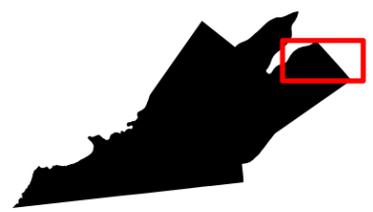
  


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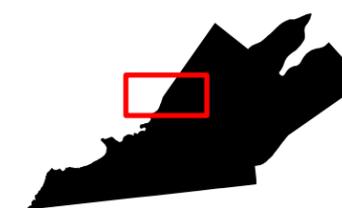
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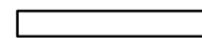


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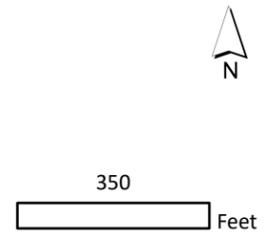
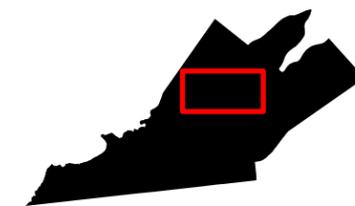


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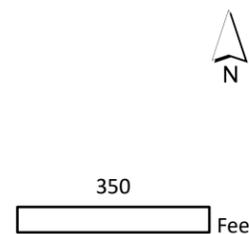
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Township of Clark, Union County, New Jersey



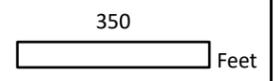
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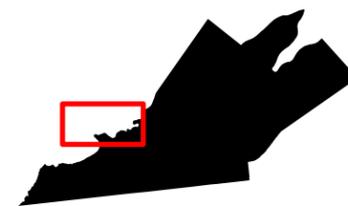
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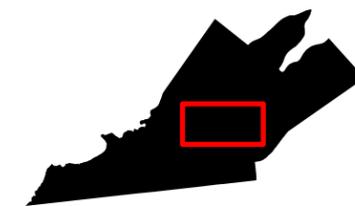
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Township of Clark, Union County, New Jersey



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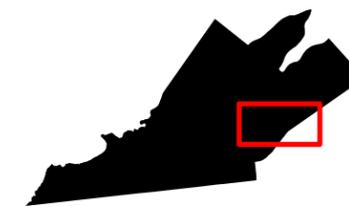
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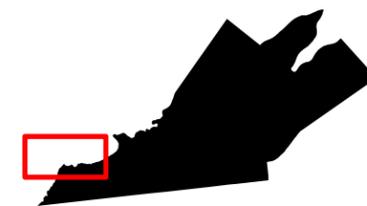


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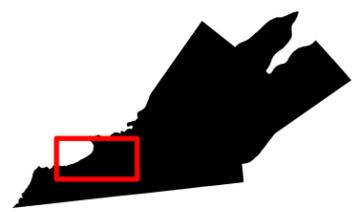
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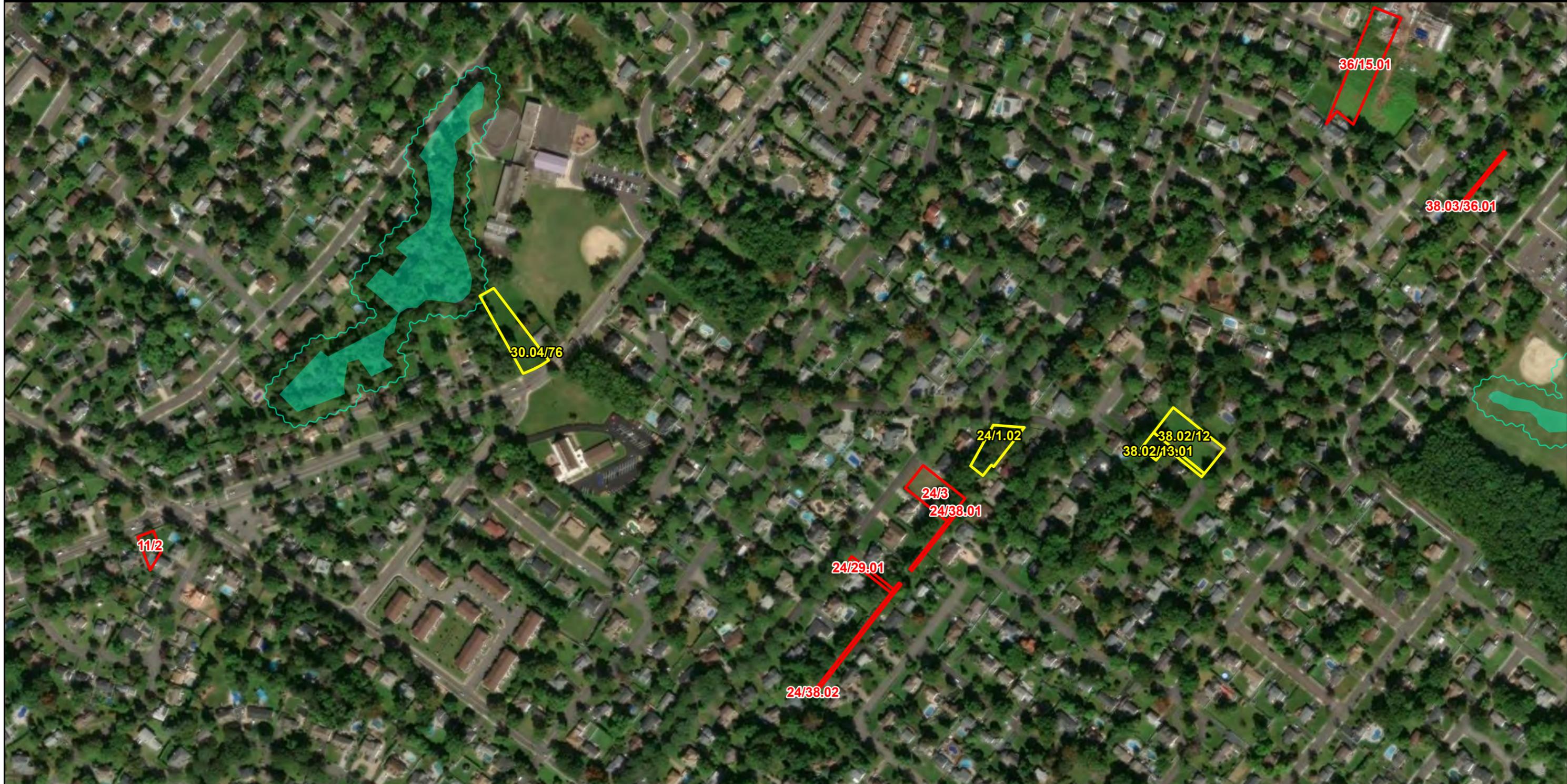


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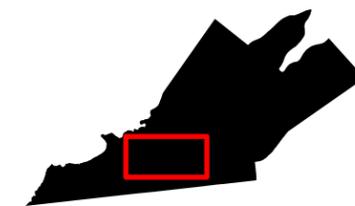
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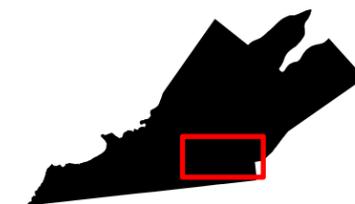
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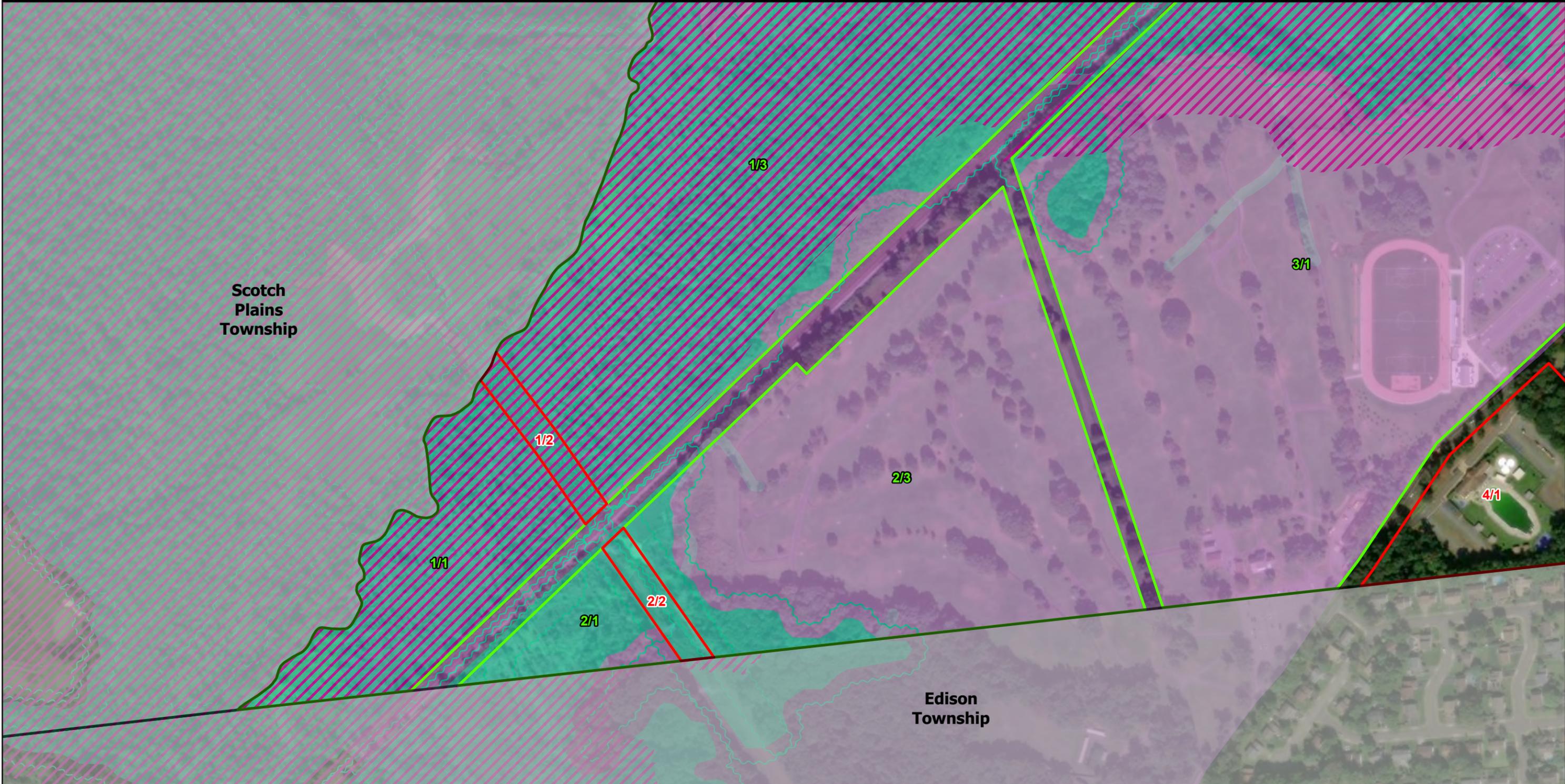
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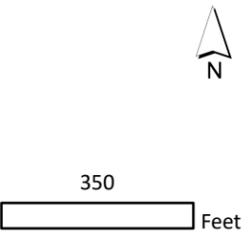
  
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 908.350.4501 (Fax)  
 paul@ricciplanning.com

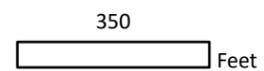
Environmental Constraints Map  
Township of Clark, Union County, New Jersey



- |  |  |
|--|--|
|  NOT VACANT                |  WETLANDS   |
|  NOT VACANT (ROSI PARCEL)  |  WETLAND BUFFER (50-FOOT)                                 |
|  VACANT                    |  HISTORIC SITE (LISTED ON STATE AND/OR NATIONAL REGISTER) |
|  SPECIAL FLOOD HAZARD AREA |  ROSI PARCEL  |
|  WATER                     |  |



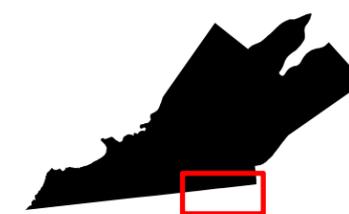
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**Environmental Constraints Map**  
Township of Clark, Union County, New Jersey



- |   |   |
|---|---|
|  NOT VACANT                |  WETLANDS  |
|  NOT VACANT (ROSI PARCEL)  |  WETLAND BUFFER (50-FOOT)                                  |
|  VACANT                    |  HISTORIC SITE (LISTED ON STATE AND/OR NATIONAL REGISTER) |
|  SPECIAL FLOOD HAZARD AREA |  ROSI PARCEL   |
|  WATER                     |   |



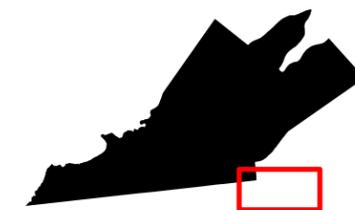
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**Environmental Constraints Map**  
Township of Clark, Union County, New Jersey



- |   |  |
|---|--|
|  NOT VACANT                |  WETLANDS   |
|  NOT VACANT (ROSI PARCEL)  |  WETLAND BUFFER (50-FOOT)                                 |
|  VACANT                    |  HISTORIC SITE (LISTED ON STATE AND/OR NATIONAL REGISTER) |
|  SPECIAL FLOOD HAZARD AREA |  ROSI PARCEL  |
|  WATER                     |  |



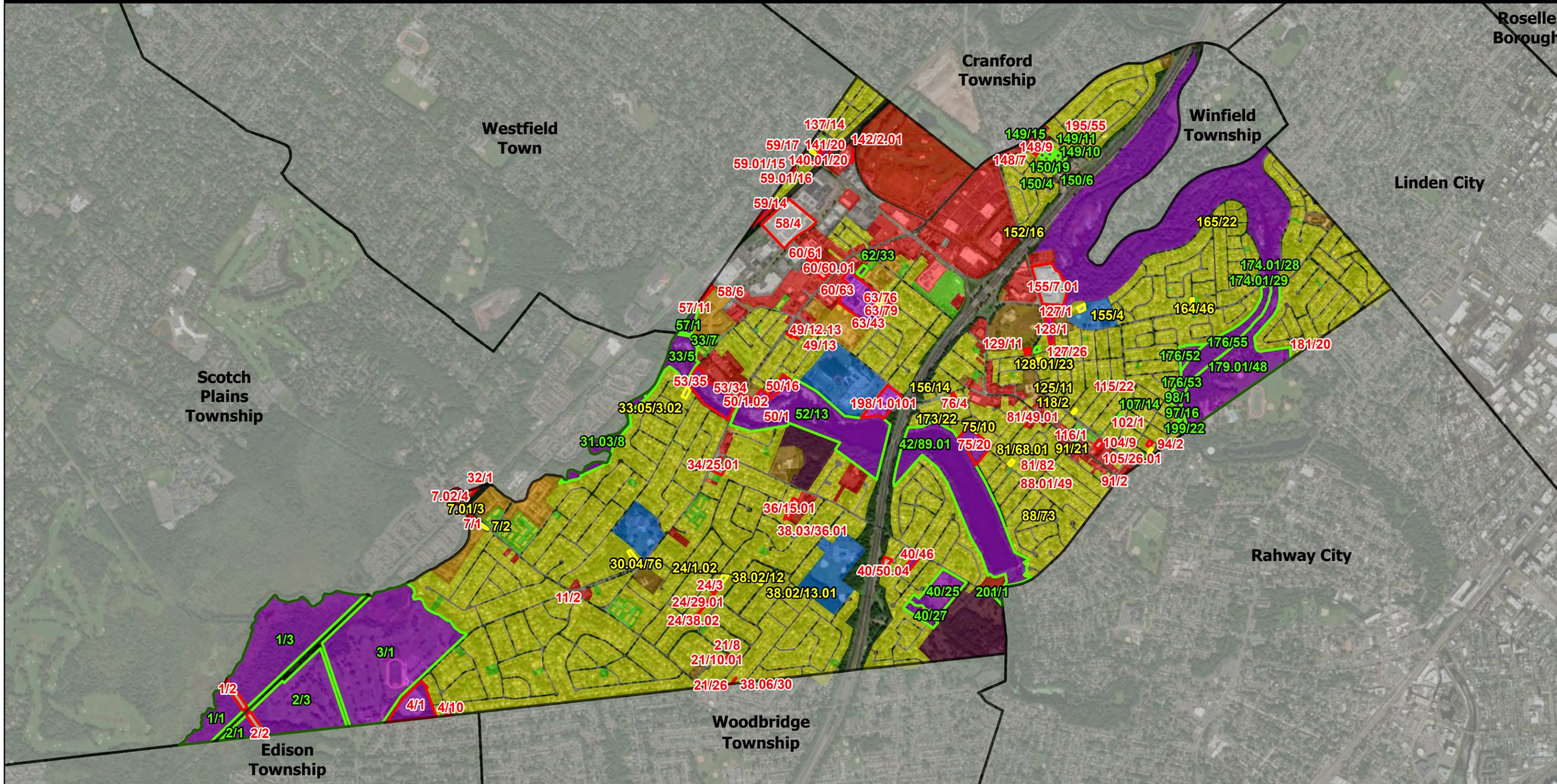
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## APPENDIX D: LAND USE MAP



**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



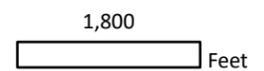
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|--|------------------------------|------------------------------|
| NOT VACANT                                   | CLASS 4A (COMMERCIAL)        | CLASS 15C (PUBLIC)           |
| NOT VACANT (ROSI PARCEL)                     | CLASS 4B (INDUSTRIAL)        | CLASS 15D (CHARITABLE)       |
| VACANT                                       | CLASS 4C (APARTMENTS)        | CLASS 15E (CEMETARY)         |
| CLASS 1 (VACANT)                             | CLASS 5A (RAILROAD, CLASS 1) | CLASS 15F (OTHER TAX EXEMPT) |
| CLASS 2 (RESIDENTIAL, FOUR FAMILIES OR LESS) | CLASS 15A (PUBLIC SCHOOL)    |                              |



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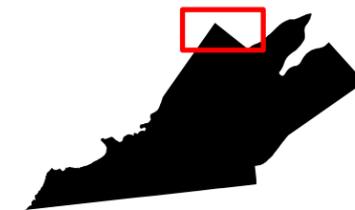
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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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NOT VACANT (ROSI PARCEL)	CLASS 4B (INDUSTRIAL)	CLASS 15D (CHARITABLE)
VACANT	CLASS 4C (APARTMENTS)	CLASS 15E (CEMETARY)
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CLASS 2 (RESIDENTIAL, FOUR FAMILIES OR LESS)	CLASS 15A (PUBLIC SCHOOL)	



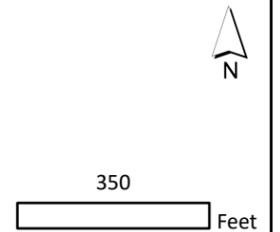
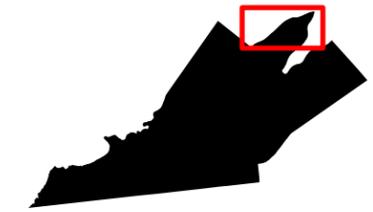
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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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VACANT	CLASS 4C (APARTMENTS)	CLASS 15E (CEMETARY)
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CLASS 2 (RESIDENTIAL, FOUR FAMILIES OR LESS)	CLASS 15A (PUBLIC SCHOOL)	

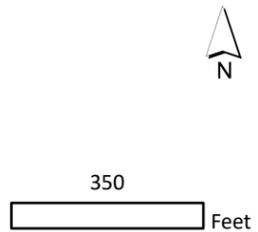


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**MOD-4 Land Use Classification Map**  
 Township of Clark, Union County, New Jersey



- |  |                              |                              |
|--|------------------------------|------------------------------|
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| NOT VACANT (ROSI PARCEL)                     | CLASS 4B (INDUSTRIAL)        | CLASS 15D (CHARITABLE)       |
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**MOD-4 Land Use Classification Map**  
 Township of Clark, Union County, New Jersey



**Westfield  
Town**

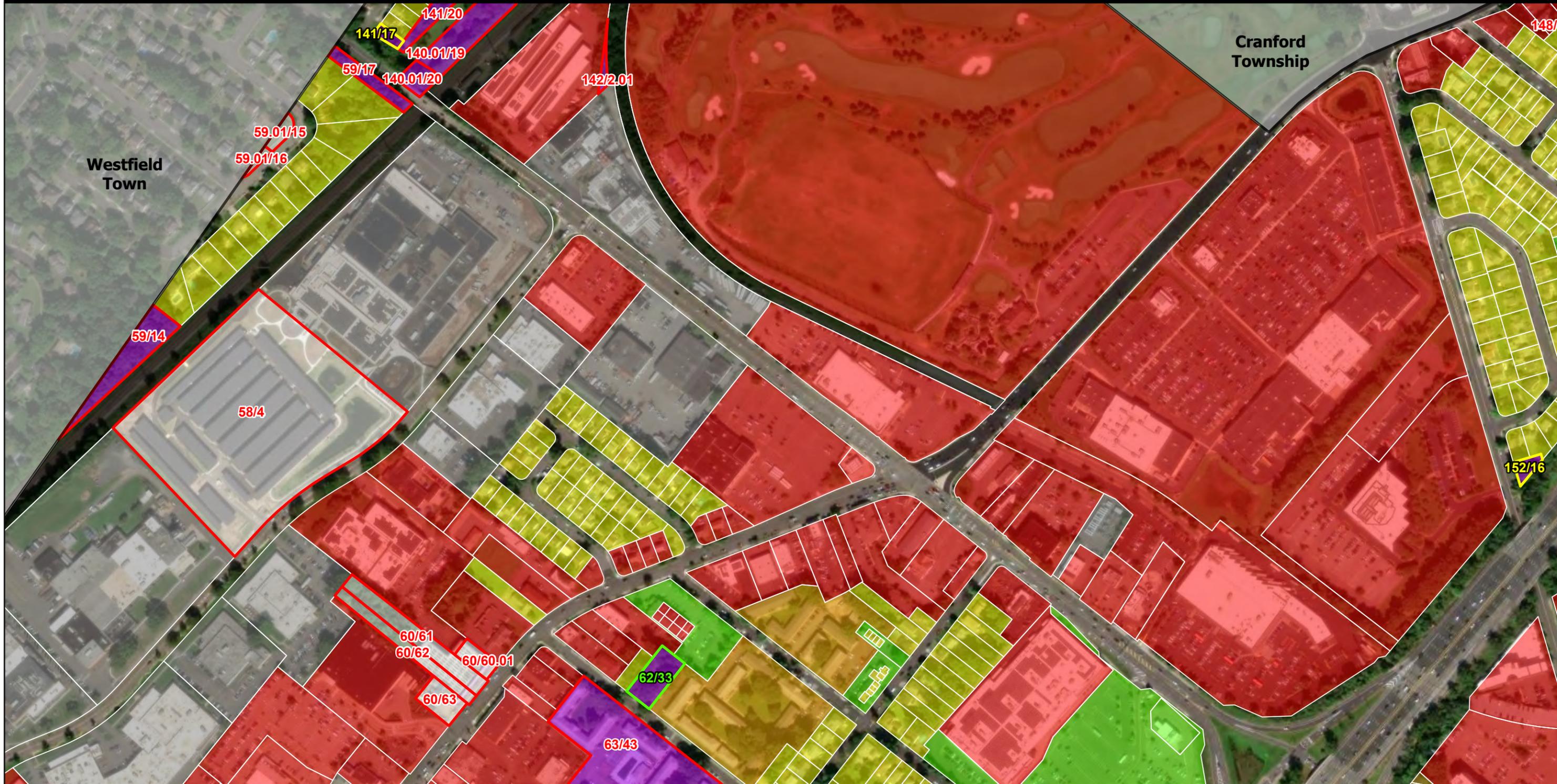
- |  |                              |                              |
|--|------------------------------|------------------------------|
| NOT VACANT                                   | CLASS 4A (COMMERCIAL)        | CLASS 15C (PUBLIC)           |
| NOT VACANT (ROSI PARCEL)                     | CLASS 4B (INDUSTRIAL)        | CLASS 15D (CHARITABLE)       |
| VACANT                                       | CLASS 4C (APARTMENTS)        | CLASS 15E (CEMETARY)         |
| CLASS 1 (VACANT)                             | CLASS 5A (RAILROAD, CLASS 1) | CLASS 15F (OTHER TAX EXEMPT) |
| CLASS 2 (RESIDENTIAL, FOUR FAMILIES OR LESS) | CLASS 15A (PUBLIC SCHOOL)    |                              |



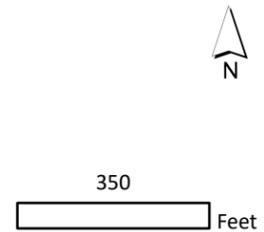
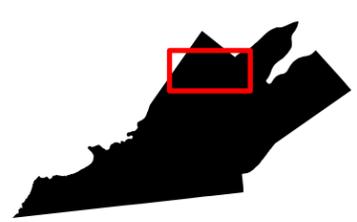
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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey

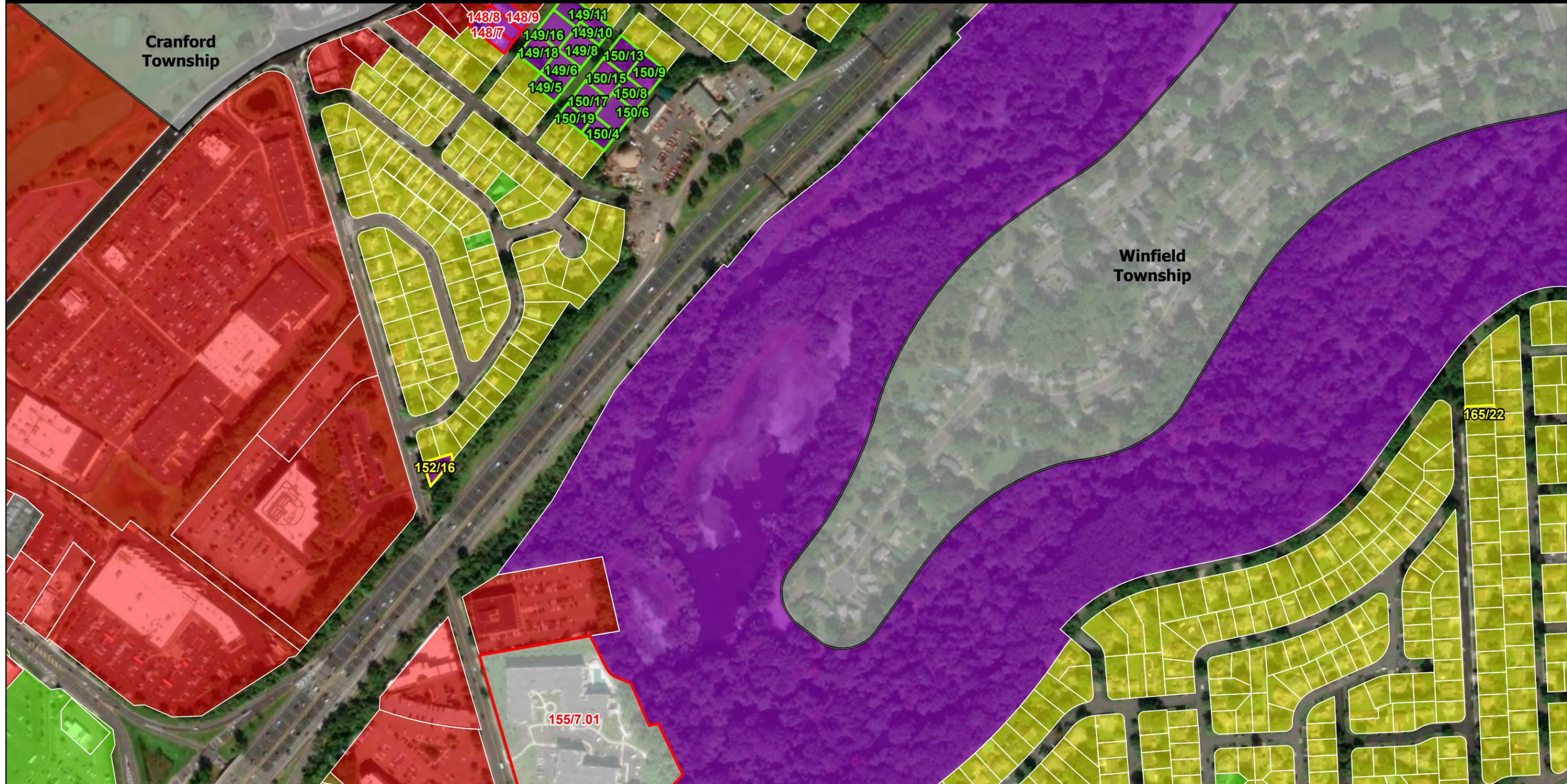


NOT VACANT	CLASS 4A (COMMERCIAL)	CLASS 15C (PUBLIC)
NOT VACANT (ROSI PARCEL)	CLASS 4B (INDUSTRIAL)	CLASS 15D (CHARITABLE)
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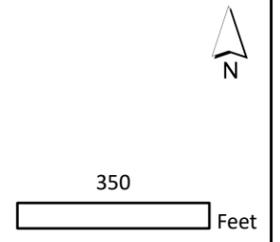


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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



- |  |                              |                              |
|--|------------------------------|------------------------------|
| NOT VACANT                                   | CLASS 4A (COMMERCIAL)        | CLASS 15C (PUBLIC)           |
| NOT VACANT (ROSI PARCEL)                     | CLASS 4B (INDUSTRIAL)        | CLASS 15D (CHARITABLE)       |
| VACANT                                       | CLASS 4C (APARTMENTS)        | CLASS 15E (CEMETARY)         |
| CLASS 1 (VACANT)                             | CLASS 5A (RAILROAD, CLASS 1) | CLASS 15F (OTHER TAX EXEMPT) |
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**MOD-4 Land Use Classification Map**  
 Township of Clark, Union County, New Jersey



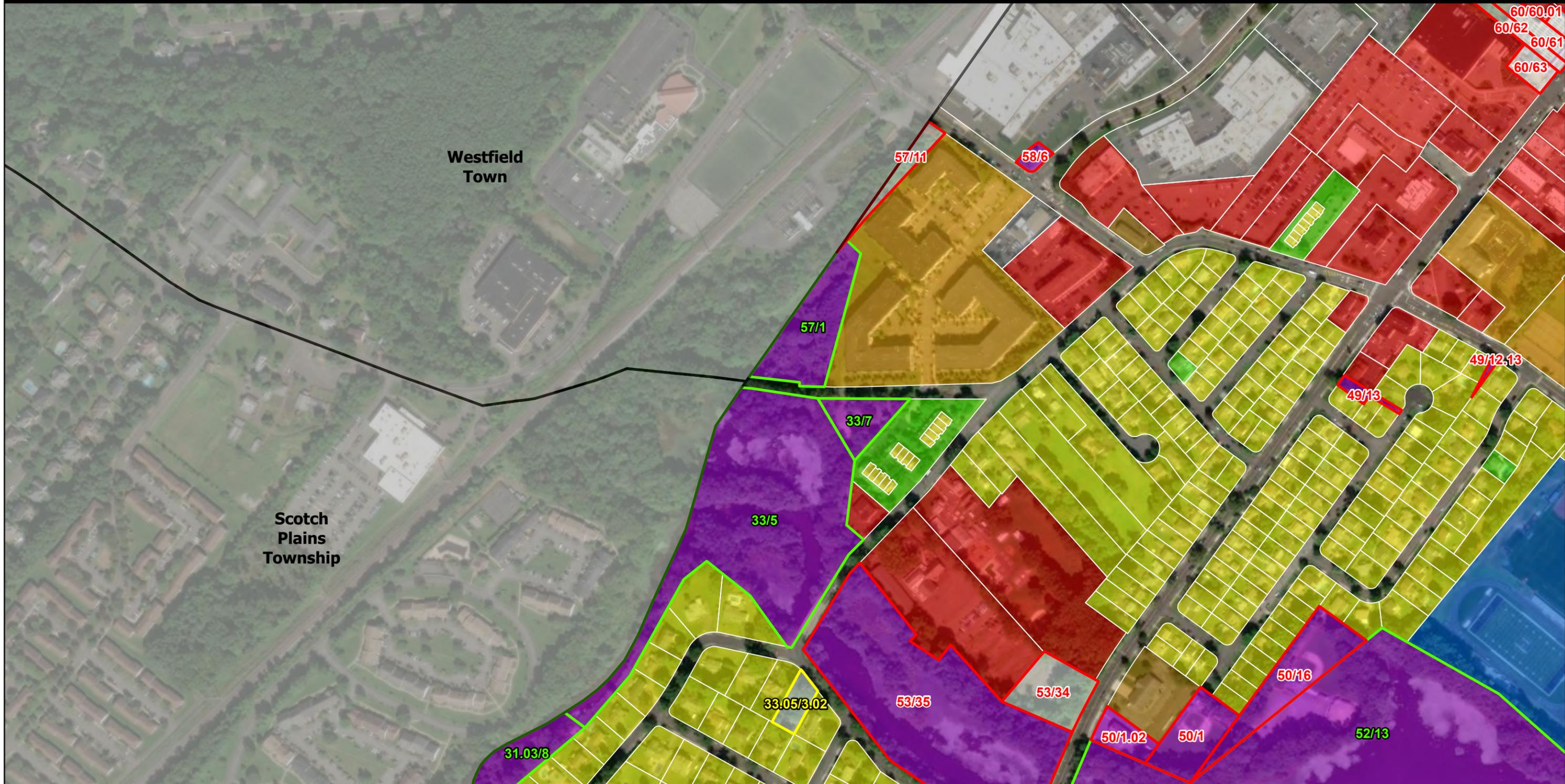
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 NOT VACANT (ROSI PARCEL)	 CLASS 4B (INDUSTRIAL)	 CLASS 15D (CHARITABLE)
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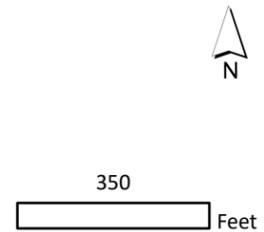
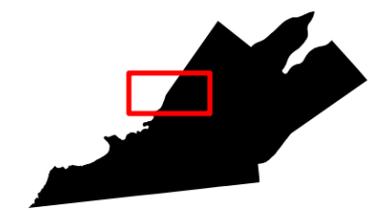
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Township of Clark, Union County, New Jersey



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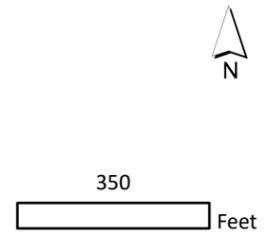
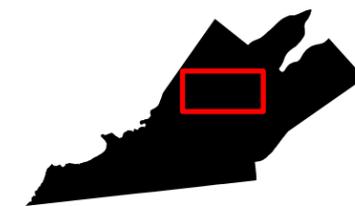


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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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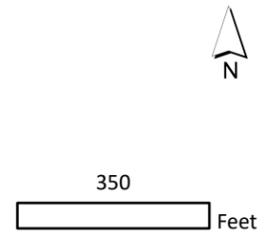
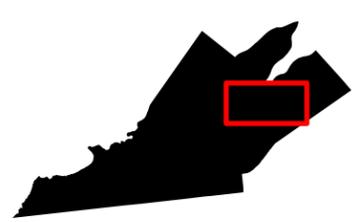


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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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NOT VACANT (ROSI PARCEL)	CLASS 4B (INDUSTRIAL)	CLASS 15D (CHARITABLE)
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Winfield Township

Rahway City

**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



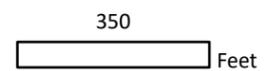
Linden City

Rahway City

 NOT VACANT	 CLASS 4A (COMMERCIAL)	 CLASS 15C (PUBLIC)
 NOT VACANT (ROSI PARCEL)	 CLASS 4B (INDUSTRIAL)	 CLASS 15D (CHARITABLE)
 VACANT	 CLASS 4C (APARTMENTS)	 CLASS 15E (CEMETARY)
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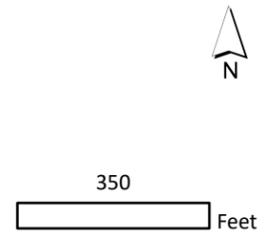
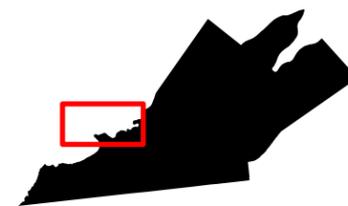
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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



- |  |                              |                              |
|--|------------------------------|------------------------------|
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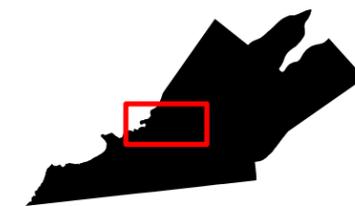


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Township of Clark, Union County, New Jersey



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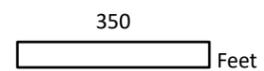
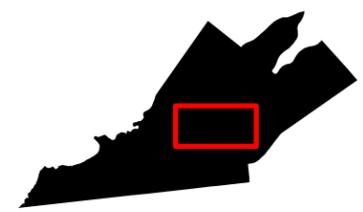
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Township of Clark, Union County, New Jersey



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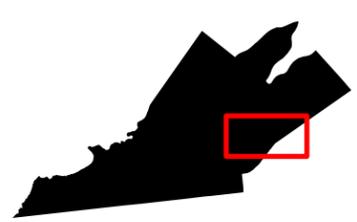


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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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 Township of Clark, Union County, New Jersey

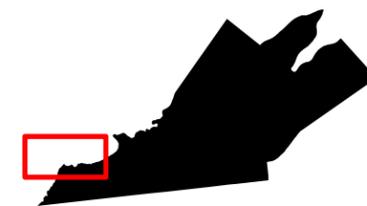


**Scotch  
 Plains  
 Township**

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3/1

- |  |  |  |
|--|--|--|
|  NOT VACANT                                   |  CLASS 4A (COMMERCIAL)        |  CLASS 15C (PUBLIC)           |
|  NOT VACANT (ROSI PARCEL)                     |  CLASS 4B (INDUSTRIAL)        |  CLASS 15D (CHARITABLE)       |
|  VACANT                                       |  CLASS 4C (APARTMENTS)        |  CLASS 15E (CEMETARY)         |
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|  CLASS 2 (RESIDENTIAL, FOUR FAMILIES OR LESS) |  CLASS 15A (PUBLIC SCHOOL)    |  |



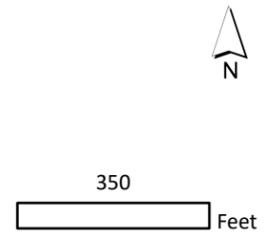
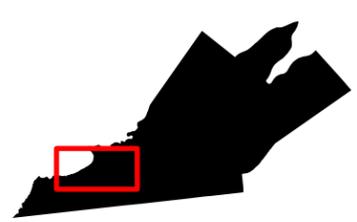
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**ricciplanning**  
 Paul Ricci, AICP, PP  
 177 Monmouth Avenue  
 Atlantic Highlands, NJ 07716  
 908.642.0070 (Phone)  
 908.350.4501 (Fax)  
 paul@ricciplanning.com

**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



NOT VACANT	CLASS 4A (COMMERCIAL)	CLASS 15C (PUBLIC)
NOT VACANT (ROSI PARCEL)	CLASS 4B (INDUSTRIAL)	CLASS 15D (CHARITABLE)
VACANT	CLASS 4C (APARTMENTS)	CLASS 15E (CEMETARY)
CLASS 1 (VACANT)	CLASS 5A (RAILROAD, CLASS 1)	CLASS 15F (OTHER TAX EXEMPT)
CLASS 2 (RESIDENTIAL, FOUR FAMILIES OR LESS)	CLASS 15A (PUBLIC SCHOOL)	

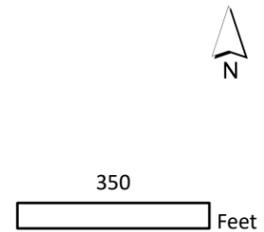
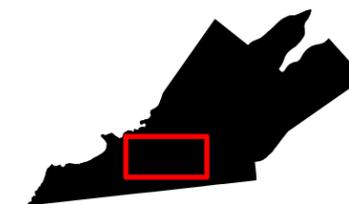


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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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|--|------------------------------|------------------------------|
| NOT VACANT                                   | CLASS 4A (COMMERCIAL)        | CLASS 15C (PUBLIC)           |
| NOT VACANT (ROSI PARCEL)                     | CLASS 4B (INDUSTRIAL)        | CLASS 15D (CHARITABLE)       |
| VACANT                                       | CLASS 4C (APARTMENTS)        | CLASS 15E (CEMETARY)         |
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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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|---|--|--|
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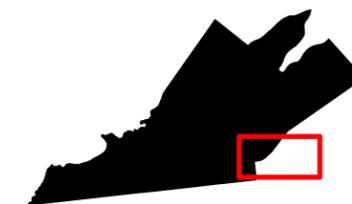
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**MOD-4 Land Use Classification Map**  
 Township of Clark, Union County, New Jersey



 NOT VACANT	 CLASS 4A (COMMERCIAL)	 CLASS 15C (PUBLIC)
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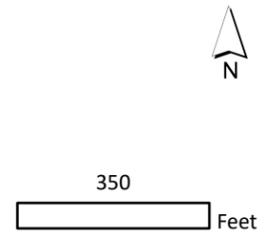
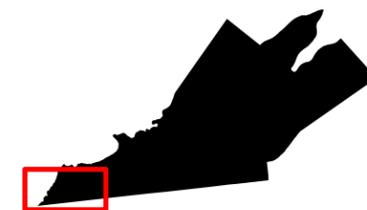
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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



- |  |                              |                              |
|--|------------------------------|------------------------------|
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**MOD-4 Land Use Classification Map**  
Township of Clark, Union County, New Jersey



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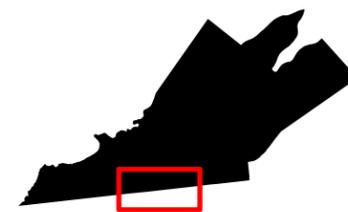
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Township of Clark, Union County, New Jersey



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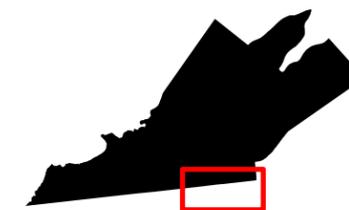
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**MOD-4 Land Use Classification Map**  
 Township of Clark, Union County, New Jersey



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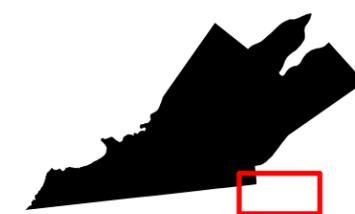
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**MOD-4 Land Use Classification Map**  
 Township of Clark, Union County, New Jersey



- |   |  |  |
|---|--|--|
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**APPENDIX E: DEED RESTRICTION FOR HYATT HILLS**



RECEIVED & RECORDED  
UNION COUNTY, NJ

NOV 2 11:25 AM '81

BOOK 3270 PG 890

26302

*Richard P. Hatfield*

REGISTER

DEED - BARGAIN AND SALE  
WITH COVENANTS AGAINST GRANTOR'S ACTS

THIS DEED, made the 28th day of OCTOBER 1981  
between GENERAL MOTORS CORPORATION, a Corporation existing under  
and by virtue of the laws of the State of Delaware, having its  
principal office at 3044 West Grand Boulevard, in the City of  
Detroit, County of Wayne, State of Michigan, herein designated as  
the GRANTOR, and HYATT CLARK INDUSTRIES, INC., a New Jersey  
Corporation, with its principal place of business at 1300  
Raritan Road, Clark, New Jersey, herein designated as the  
GRANTEE;

WITNESSETH, that the Grantor, for and in consideration  
of TEN MILLION DOLLARS (\$10,000,000), lawful money of the United  
States of America, to it in hand well and truly paid by the  
Grantee, at or before the sealing and delivery of these presents,  
the receipt whereof is hereby acknowledged, and the Grantor  
being therewith fully satisfied, does by these presents grant,  
bargain, sell and convey unto the Grantee forever, ALL that tract  
or parcel of land and premises, situate, lying and being in the  
Township of Clark and partly in the Township of Cranford, in the  
County of Union and State of New Jersey, more particularly  
described as follows:

BEGINNING at a point in the Southeasterly  
right of way line of the Lehigh Valley  
Railroad at the most Northwesterly corner  
of lands now or formerly of J. Ludlow  
Estate; Thence running (1) along the line  
of lands now or formerly of J. Ludlow  
Estate, South 43 degrees 56 minutes East  
2006.45 feet to a point in the Westerly  
side of Walnut Avenue; Thence running (2)  
along the Westerly line of Walnut Avenue,  
South 7 degrees 12 minutes East, 7.09  
feet to a point of curve running into

3270 PG 890

COUNTY OF UNION	
CONSIDERATION	10,000,000
REALTY TRANSFER FEE	11,350.00
DATE	11/2/81 BY <i>JF</i>

Raritan Road; Thence running (3) on a curve curving toward the West with a radius of 75 feet a distance of 96.34 feet to a point of tangency in the Northwestern side of Raritan Road; Thence running (4) along the Northwestern side of Raritan Road; South 66 degrees 24 minutes West 259.44 feet to an angle point in same; Thence running (5) still along the Northwestern side of Raritan Road, South 52 degrees 17 minutes West 1461.60 feet to a point in the Northeasterly right of way line of the Bloodgood Branch of the Lehigh Valley Railroad; Thence running (6) along the Northeasterly right of way line of the Bloodgood Branch of the Lehigh Valley Railroad, North 54 degrees 48 minutes West 882.50 feet to a point of curve in same; Thence running (7) on a curve curving toward the East with a radius of 922.37 feet a distance of 1640.90 feet to a point in the Southeasterly right of way line of the Lehigh Valley Railroad; Thence running (8) along the Southeasterly right of way line of the Lehigh Valley Railroad, North 55 degrees 41 minutes East 1044.60 feet to the point or place of BEGINNING.

Being the same premises conveyed to General Motors Corporation by Deed from Jersey Acres, Inc., dated July 20, 1937 and recorded July 21, 1937 in Book 1345, Page 364.

TOGETHER WITH Easement dated December 24, 1951 given by Villa Contracting Company, Inc. to General Motors Corporation, recorded October 3, 1952 in Book 2006 of Deeds, Pages 118 & c, Union County, New Jersey Register of Deeds Office.

SUBJECT TO easements, covenants and restrictions of record, including but not limited to the following:

1. Easement dated June 6, 1969 given by General Motors Corporation to Elizabethtown Gas Company, recorded June 16, 1969 in the Register's Office for Union County, New Jersey in Book of Deeds No. 2862 on Pages 763 & c.

2. Easement for Oil Pipe Line dated June 19, 1957 given by General Motors Corporation to Sun Pipe Line Company, recorded July 1, 1957 in the Union County Register's Office at Elizabeth, New Jersey, in Deed Book 2323, Page 620 as Instrument No. 50978.
3. Unrecorded License Agreement dated January 18, 1979 between General Motors Corporation and Public Service Electric and Gas Company.
4. Unrecorded Indenture of Easement dated October 7, 1952 between General Motors Corporation and Township of Cranford.
5. Unrecorded Undergrade Crossing Agreement dated November 7, 1952 between Lehigh Valley Railroad Company and Hyatt Bearings Division.
6. Unrecorded License Agreement dated April 27, 1950 between General Motors Corporation and Public Service Electric and Gas Company.
7. Encroachments, unrecorded easements and/or matters which a personal inspection and a survey made by a Registered Land Surveyor would disclose.

(NJS 46:15-2.1) Municipality of Clark, Block No. 143, Lot No. 1  
Municipality of Cranford, Block No. 541, Lot No. 1

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular

the premises herein described, together with the appurtenances, unto the Grantee and the Grantee's proper use and benefit forever.

AND the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

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 or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

GENERAL MOTORS CORPORATION

BY Alex C. Mair  
ALEX. C. MAIR, Vice President

ATTEST Marguerite Romzick  
MARGUERITE ROMZICK, Assistant Secretary

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF WAYNE )

BE IT REMEMBERED, that on October 28 , 1981, before me, the subscriber, a Notary Public, personally appeared MARGUERITE / <sup>ROMZICK</sup>, who being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Assistant Secretary of GENERAL MOTORS CORPORATION, the Corporation named in the within Instrument; that ALEX C. MAIR , is a Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the Corporate Seal of said Corporation; and that the Seal affixed to said Instrument is the proper Corporate Seal and was thereto affixed and said Instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is \$10 Million.



Sworn to and subscribed before me, )  
the date aforesaid

*Vivian L. Rojas*  
Notary Public, Wayne County,  
Michigan  
VIVIAN L. ROJAS  
Notary Public, Wayne Co., Mich.  
My Commission Expires May 1, 1983

*Marguerite Romzick*  
MARGUERITE ROMZICK  
Assistant Secretary

THIS INSTRUMENT PREPARED BY:  
William A. Hayes  
*William A. Hayes*  
3044 West Grand Boulevard  
Detroit, Michigan 48202

EX 32707C 894

26302

DEED

GENERAL MOTORS CORPORATION

-to-

HYATT CLARK INDUSTRIES, INC.

DATED: October 28, 1981

R & R: Edmund A. Mikalauskas, Esq.

Lowenstein, Sandler, Brochin, Kohl  
Fisher & Boylan, P.C.

65 Livingston Avenue  
Roseland, New Jersey 07068

*HP*  
35,000.

17.00 Pd

END OF DOCUMENT

PK 3270 PG 895

Received and Recorded: 6/14/1989

Instr #: 4700



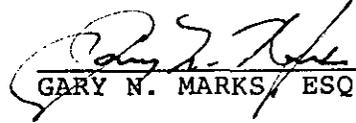
04700

RECEIVED & RECORDED  
UNION COUNTY, N.J.

JUN 14 11 59 AM '89

JOANNE RAJOPPI  
REGISTER

Prepared by:

  
GARY N. MARKS, ESQ.

DEED

This Deed is made as of JUNE 8, 1989,

BETWEEN HYATT CLARK INDUSTRIES, INC., a New Jersey Corporation, Debtor-In-Possession, whose address is c/o Ravin, Greenberg & Zackin, P.A., 101 Eisenhower Parkway, Roseland, New Jersey 07068, referred to as the Grantor,

AND GENERAL MOTORS CORPORATION, a Delaware Corporation, whose post office address is 304 West Grand Boulevard, Detroit, Michigan, 48202, referred to as the Grantee.

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 (\$1.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Clark, Block No. 143, Lot No. 1, and the Municipality of Cranford, Block No. 541, Lot No. 1.

Property. The property consists of the land and all the buildings and structures on the land partly in the Township of Clark and partly in the Township of Cranford, in the County of Union and State of New Jersey. The legal description is:

BEGINNING at a point in the Southeasterly right of way line of the Lehigh Valley Railroad at its intersection with the most Northwesterly corner of lands formerly of J. Ludlow Estate, formerly of Johnson & Johnson, now or formerly of J.B. Williams Co. and from said beginning point running thence

1. South 43 degrees 51 minutes 30 seconds East along the Southwesterly line of land now or formerly of J.B. Williams Co. as aforesaid a distance of 2004.636 feet to a point in the Westerly line of Walnut Avenue; thence

2. South 7 degrees 05 minutes 00 seconds East along the aforesaid Westerly line of Walnut Avenue a distance of 7.090 feet to a point of curve; thence

3. Southwesterly along a curve to the right connecting the aforesaid Westerly line of Walnut Avenue to the Northwesterly line of Raritan Road having a radius of 75.0 feet an arc distance of 96.342 feet to a point of tangent; thence

4. South 66 degrees 31 minutes 00 seconds West along the aforesaid Northwesterly line of Raritan Road a distance of 113.795 feet to a point of curve; thence

COUNTY OF UNION	
CONSIDERATION	100,000.00
REALTY TRANSFER FEE	6.00
DATE	6/14/89 BY JN

DB3601-0404

5. Southwesterly along a curve to the left as delineated on a plan entitled "Plan Showing Proposed Widening of Raritan Road from Central Avenue to Centennial Avenue Clark & Cranford Twps. & City of Linden, Union Co., N.J. Dated Jan. 1925" having a radius of 1176.280 feet an arc distance of 289.815 feet to a point of tangent; thence

6. South 52 degrees 24 minutes 00 seconds West still along the aforesaid Northwesterly side line of Raritan Road a distance of 1315.185 feet to a point being the intersection of the aforesaid Northwesterly line of Raritan Road and the Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad; thence

7. North 54 degrees 47 minutes 00 seconds West along the aforesaid Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad a distance of 881.330 feet to a point of curve; thence

8. Along a curve to the right being the Easterly line of the Bloodgood Branch of the Lehigh Valley Railroad having a radius of 922.370 feet, an arc distance of 1641.768 feet to a point in the aforementioned Southeasterly right of way line of the Lehigh Valley Railroad; thence

9. North 55 degrees 51 minutes 00 seconds East along the aforesaid Southeasterly right of way line of Lehigh Valley Railroad a distance of 1045.073 feet to the point and place of BEGINNING.

Being the same premises conveyed to Hyatt Clark Industries, Inc., a New Jersey Corporation, by Deed from General Motors Corporation, a Delaware Corporation, dated October 28, 1981, and recorded in the Union County Register's Office on November 2, 1981, in Book 3270 at page 890, et. seq., and corrected by Deed dated December 2, 1981, and recorded in the Union County Register's Office on December 1, 1981, in Book 3274 at page 477.

Commonly known as 1300 Raritan Road, Clark, New Jersey 07066.

TOGETHER WITH Easement dated December 24, 1951, given by Villa Contracting Company, Inc., to General Motors Corporation, recorded October 3, 1952, in Book 2006 of of Deeds, Pages 118 & c, Union County New Jersey Register of Deeds Office.

SUBJECT TO easements, covenants and restrictions of record, including but not limited to the following:

1. Easement dated May 5, 1969, given by General Motors Corporation to Elizabethtown Gas Company, recorded June 16, 1969, in the Register's Office for Union County, New Jersey, in Book of Deeds No. 2862 on Pages 763 & c.

2. Easement for Oil Pipe Line dated June 19, 1957, given by General Motors Corporation to Sun Pipe Line Company, recorded July 1, 1957, in the Union County Register's Office at Elizabeth, New Jersey, in Deed Book 2323, Page 620 and assigned to

Coastal Oil Company by assignment dated March 27, 1962, and recorded April 24, 1962, in the Union County Register's Office in Book 2584, Page 12, and further assigned to General Facilities, Incorporated, by assignment dated January 8, 1963, and recorded January 20, 1963, in the Union County Register's Office in Book 2625, Page 174.

3. Unrecorded License Agreement dated January 18, 1979, between General Motors Corporation and Public Service Electric and Gas Company.

4. Unrecorded Indenture of Easement dated October 7, 1952, between General Motors Corporation and Township of Cranford.

5. Unrecorded Undergrade Crossing Agreement dated November 7, 1952, between Lehigh Valley Company and Hyatt Bearings Division.

6. Unrecorded License Agreement dated April 27, 1950, between General Motors Corporation and Public Service Electric and Gas Company.

7. Encroachments, unrecorded easements and/or matters which a personal inspection would disclose.

Subject to unpaid real estate taxes, assessments and other similar charges.

Subject to such state of facts as reflected in a survey by Sailer & Sailer, Inc., dated June 1, 1989.

This conveyance is made in accordance with and subject to the terms of a certain Settlement Agreement ("Agreement") dated December 19, 1988, by and between Hyatt Clark Industries, Inc., Debtor/Debtor-In-Possession ("HCI"), the HCI Official Unsecured Creditors' Committee, the HCI Hourly Employees' Creditor and Equity Committee, the HCI Salaried Employees' Creditor and Equity Committee, Chemical Bank, General Motors Corporation, the New Jersey Economic Development Authority and the Union County Economic Development Corporation, which Agreement was approved by an Order of the Bankruptcy Court for the District of New Jersey entered on December 23, 1988, in the matter entitled In the Matter of Hyatt Clark Industries, Inc., a New Jersey Corporation, Case No. 86-00277.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF ESSEX

FOR RECORDER'S USE ONLY
Consideration \$ 100,000.00
Realty Transfer Fee \$ Exempt E.
Date 6/14/89 By [Signature]

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Dana F. Edelman, being duly sworn according to law upon his/her oath deposes and says that he/she is the President of the Grantor in a deed dated June, 1989 transferring real property identified as Block No. 14 Lot No. 1 on the Township of Clark tax map and Block No. 541, Lot No. 1, on the Township of Cranford tax map, located at 1300 Raritan Road, Clark, Union County, New Jersey 07066 and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid; satisfied or removed in connection with the transfer of title is \$ 100,000.00

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

The Grantor is a Debtor-in-Possession in a Chapter 11 Reorganization proceeding pending in the United States Bankruptcy Court for the District of New Jersey (Case No. 86-00277) with all powers of a Trustee in Bankruptcy under 11USC§1107 This transaction is further exempt under the provisions of 11 USC §1146(c).

(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 #8)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 yrs. of age or over.\*
One or two-family residential premises.

- Owned and occupied by grantor(s) at time of sale.
No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- Grantor(s) legally blind.\*
One or two-family residential premises.

- Owned and occupied by grantor(s) at time of sale.
No joint owners other than spouse or other qualified exempt owners.

c) DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.\*
One or two-family residential premises.
Receiving disability payments.

- Owned and occupied by grantor(s) at time of sale.
Not gainfully employed.
No joint owners other than spouse or other qualified exempt owners.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

d) NEW CONSTRUCTION (See Instruction #8)

- Entirely new improvement.
Not previously used for any purpose.

- Not previously occupied.

Deponent makes 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

Subscribed and Sworn to before me

this 8th day of June, 1989

[Signature]
Name of Deponent
DANA F. EDELMAN
c/o Benjamin Moore, 134 Lister Av., Newark, NJ 07105
Address of Deponent

[Signature]
Attorney at Law
State of New Jersey

FOR OFFICIAL USE ONLY
This space for use of County Clerk or Register of Deeds.
Instrument Number 04700 County Union
Deed Number 04700 Book 3601 Page
Deed Dated 6/8/89 Date Recorded 6/14/89

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

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.

ORIGINAL - White copy to be retained by County.

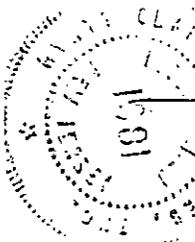
DUPLICATE - County to forward yellow copy to Division of Taxation on partial exemptions from fee. (N.J.A.C. 18:16 - 8.12)

DB3601-0407

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:



John R. Mackay 2nd  
JOHN R. MACKAY, 2ND, Secretary

By: Dana F. Edelman  
DANA F. EDELMAN, President

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on June 8, 1989, JOHN R. MACKAY, 2ND personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of Hyatt Clark, Industries, Inc., Debtor/Debtor-In-Possession, the corporation named in this Deed;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is DANA F. EDELMAN, the President of the corporation;

(c) this person knows the proper seal of the corporation which was affixed to this Deed;

(d) this person signed this proof to attest to the trust<sup>74</sup> of these facts; and J

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

Signed and sworn to before me on  
June 8, 1989.

Daniel J. Barkin  
Daniel J. Barkin  
Attorney at Law  
State of New Jersey

John R. Mackay 2nd  
JOHN R. MACKAY, 2ND

RF:  
26.00  
OK

RECORD & RETURN TO  
CHICAGO TITLE INSURANCE COMPANY  
2401 MORRIS AVE.  
UNION, N.J. 07083  
8828-1000

END OF DOCUMENT  
DB3601-0408

04700



Received & Recorded Deed-1  
 Union County, NJ Inst# 224651  
 6/22/2011 10:47 Pgs-23  
**Joanne Rajoppi** Consider. 10.00  
**County Clerk** RT Fee .00  
 Operator  
 BENITEZ



MLC #: 1008  
 TAX PARCEL ID: 143-1; 54-001  
 COUNTY: Union  
Tax Mailing Address:  
 401 S. Old Woodward Avenue, Suite 370,  
 Birmingham, MI 48009,  
 Attention: Rick Zablocki

③ 115107-LMW

3311189

**COMMERCIAL**

QUITCLAIM DEED

(New Jersey)

Prepared by:  
Leslie Steele Smith  
 Weil, Gotchal & Manges, LLP  
 Crowell & Moring LLP  
 200 Crescent Court, Ste 300  
 Dallas, TX 75201-6950  
 Leslie Steele Smith

THIS INDENTURE is made as of this 31<sup>st</sup> day of March, 2011, by and between **MOTORS LIQUIDATION COMPANY**, formerly known as General Motors Corporation, a Delaware corporation having an address at 401 S. Old Woodward Avenue, Suite 370, Birmingham, MI 48009, hereinafter referred to as the "Grantor" and **RACER PROPERTIES LLC**, a Delaware limited liability company, having a tax mailing address at 401 S. Old Woodward Avenue, Suite 370, Birmingham, MI 48009, Attention: Rick Zablocki, hereinafter referred to as the "Grantee".

WITNESSETH, that Grantor, for and in consideration of, the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the Grantee, and for other good and valuable consideration, the receipt of which is hereby acknowledged, has hereby **granted, conveyed, remised, released and quitclaimed** to Grantee, and its successors and assigns, all right, title, interest, claim and demand has in and to the following described real property situated in the above-referenced County, New Jersey, and being more particularly described on Exhibit A, attached hereto and incorporated herein (the "Property"), and all the buildings and structures thereon;

Together with all right, title and interest of Grantor, if any, in and to the following (collectively, with the Property, herein referred to as the "Premises"): (a) all buildings, structures, fixtures,

additions and other improvements of every kind and nature, located in, on, at, under, or affixed to, the Property, including without limitation, all roofs, building systems and paved parking areas (no matter how affixed to the Property) (collectively, the "Improvements"); (b) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, wells, water courses, minerals, oil and gas, mining rights, drilling rights, water rights, ditches, reservoirs, air rights and development rights, lateral supports, foundations and drainage, and all and singular tenements, hereditaments, appurtenances, estates, rights, interests, reversions and remainders of any nature whatsoever located on, at, under, above or below the surface of, or belonging or appertaining to, the Property or Improvements, if any (collectively, the "Appurtenances"); (c) all personalty related to the Property, including without limitation, all fixtures, improvements and equipment located thereon as of the date hereof; and (d) all permits, licenses, consents and other regulatory approvals related to the Property to the extent permitted by law.

GRANTOR is transferring and conveying its right, title and interest, if any, in and to the Premises, in its "as is" and "where is" condition.

On June 1, 2009, GRANTOR filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). GRANTOR's Chapter 11 case is being jointly administered with the Chapter 11 cases of certain of its affiliates under Case No. 09-50026 (REG) (the "Case"). This Quitclaim Deed is made pursuant to that certain Debtors' Amended Joint Chapter 11 Plan, dated December 7, 2010 and filed with the Bankruptcy Court in connection with the Case (as transmitted to parties in interest, such Plan being referred to as the

“Amended Plan”; and as subsequently modified and amended, the “Plan”), and that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors’ Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court approving the Plan (the “Confirmation Order”), free and clear of all liens, claims, and encumbrances, provided that this Quitclaim Deed and the Premises are expressly subject to any statutory liens for property taxes and ad valorem taxes not yet due and payable and all liens, claims, or security interests of the Lenders under that certain \$1,175,000,000 Amended and Restated Secured Superpriority Debtor-in-Possession Credit Agreement dated as of July 10, 2009 (as amended from time to time, the “DIP Credit Agreement”) by and among GRANTOR, the Guarantors named therein, and the Lenders party thereto from time to time, including without limitation, the mortgages and deeds of trust described on attached “Exhibit B” incorporated herein (including without limitation, any mortgage, deed of trust, deed to secure debt or other similar lien in favor of the Lenders under the DIP Credit Agreement), and any Order of the Bankruptcy Court approving the DIP Credit Agreement (collectively, the “Excepted Liens”), but subject to any obligations imposed by the Plan and all holders of any liens, claims and encumbrances (other than holders of Excepted Liens) are directed by the Bankruptcy Court to remove and release their respective liens, claims and encumbrances from and against the Premises immediately subsequent to the “Effective Date” (as defined in the Plan).

This Quitclaim Deed shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

**Pursuant to the Confirmation Order (a copy of which, in relevant part, is intended to be recorded in the above-referenced County contemporaneously herewith), and Section 1146(a) of**

**the Bankruptcy Code, the Bankruptcy Court has ordered the delivery of this Quitclaim Deed and the conveyance of the Premises in furtherance of and in connection with the Plan, and are therefore exempt from any and all stamp, real estate transfer, mortgage recording, sales, use or other similar tax.**

[SIGNATURE PAGE FOLLOWS]

## EXHIBIT A

### Property Legal Description

(N.J.S.A. 46:15-1.1) Municipality of Clark

Block No. 143 Lot No. 1 Account No. 4052

The street address of the Property is: 1300 Raritan Rd., Clark, NJ 07066

(N.J.S.A. 46:15-1.1) Municipality of Cranford

Block No. 541 Lot No. 1 Account No. 649700

The street address of the Property is: 1300 Raritan Rd., Cranford, NJ 07066

Beginning at a point in the Southeasterly right of way line of the Lehigh Valley Railroad at its intersection with the most Northwesterly corner of lands formerly of J. Ludlow Estate, formerly of Johnson & Johnson, now or formerly of J.B. Williams Co., and from said beginning point running thence

1. South 43 degrees 51 minutes 30 seconds East along the Southwesterly line of land now or formerly of J. B. Williams Co. as aforesaid a distance of 2004.636 feet to a point in the Westerly line of Walnut Avenue; thence
2. South 7 degrees 05 minutes 00 seconds East along the aforesaid Westerly line of Walnut Avenue a distance of 7.090 feet to a point of curve; thence
3. Southwesterly along a curve to the right connecting the aforesaid Westerly line of Walnut Avenue to the Northwesterly line of Raritan Road having a radius of 75.0 feet an arc distance of 96.342 feet to a point of tangent; thence
4. South 66 degrees 31 minutes 00 seconds West along the aforesaid Northwesterly line of Raritan Road a distance of 113.795 feet to a point of curve; thence
5. Southwesterly along a curve to the left as delineated on a plan entitled "Plan Showing Proposed Widening of Raritan Road from Central Avenue to Centennial Avenue Clark & Cranford Twps. & City of Linden, Union Co., N.J. Dated Jan. 1925" having a radius of 1176.280 feet an arc distance of 289.815 feet to a point of tangent; thence
6. South 52 degrees 24 minutes 00 seconds West still along the aforesaid Northwesterly side line of Raritan Road a distance of 1315.185 feet to a point being the intersection of the aforesaid Northwesterly line of Raritan Road and the Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad; thence

A-1

7. North 54 degrees 47 minutes 00 seconds West along the aforesaid Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad a distance of 881.330 feet to a point of curve; thence
8. Along a curve to the right being the Easterly line of the Bloodgood Branch of the Lehigh Valley Railroad having a radius of 922.370 feet, an arc distance of 1641.768 feet to a point in the aforementioned Southeasterly right of way line of the Lehigh Valley Railroad; thence
9. North 55 degrees 51 minutes 00 seconds East along the aforesaid Southeasterly right of way line of Lehigh Valley Railroad a distance of 1045.073 feet to the point and place of Beginning.

FOR INFORMATIONAL PURPOSES ONLY:

Premises described herein is designated as Lot 1, Block 143 on the Tax Map of the Township of Clark, Lot 1 Block 541 on the Tax Map of the Township of Cranford, County of Union, State of New Jersey

1300 Raritan Rd., Clark, NJ 07066

**EXHIBIT B**

Description of Subject Mortgages and Deeds of Trust

NONE

B-1



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) Motors Liquidation Company  
Current Resident Address:  
Street: 401 S. Old Woodward Avenue, Suite 370  
City, Town, Post Office Birmingham State MI Zip Code 48009

**PROPERTY INFORMATION (Brief Property Description)**

Block(s) Lot 1, Block 143 on the Tax Map of the Township of Clark and Lot(s) Lot 1, Block 541 on Qualifier the Tax Map of the  
Street Address: 1300 Raritan Road State NJ Zip Code 07066  
City, Town, Post Office Clark Closing Date Township of Clark  
Seller's Percentage of Ownership 100% Consideration N/A

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and 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: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 (see instructions).
- No non-like kind property received.
- 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. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

31 March 2011  
Date

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

\_\_\_\_\_  
Date

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

## EXHIBIT A

### Property Description

Beginning at a point in the Southeasterly right of way line of the Lehigh Valley Railroad at its intersection with the most Northwesterly corner of lands formerly of J. Ludlow Estate, formerly of Johnson & Johnson, now or formerly of J.B. Williams Co., and from said beginning point running thence

1. South 43 degrees 51 minutes 30 seconds East along the Southwesterly line of land now or formerly of J. B. Williams Co. as aforesaid a distance of 2004.636 feet to a point in the Westerly line of Walnut Avenue; thence
2. South 7 degrees 05 minutes 00 seconds East along the aforesaid Westerly line of Walnut Avenue a distance of 7.090 feet to a point of curve; thence
3. Southwesterly along a curve to the right connecting the aforesaid Westerly line of Walnut Avenue to the Northwesterly line of Raritan Road having a radius of 75.0 feet an arc distance of 96.342 feet to a point of tangent; thence
4. South 66 degrees 31 minutes 00 seconds West along the aforesaid Northwesterly line of Raritan Road a distance of 113.795 feet to a point of curve; thence
5. Southwesterly along a curve to the left as delineated on a plan entitled "Plan Showing Proposed Widening of Raritan Road from Central Avenue to Centennial Avenue Clark & Cranford Twps. & City of Linden, Union Co., N.J. Dated Jan. 1925" having a radius of 1176.280 feet an arc distance of 289.815 feet to a point of tangent; thence
6. South 52 degrees 24 minutes 00 seconds West still along the aforesaid Northwesterly side line of Raritan Road a distance of 1315.185 feet to a point being the intersection of the aforesaid Northwesterly line of Raritan Road and the Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad; thence
7. North 54 degrees 47 minutes 00 seconds West along the aforesaid Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad a distance of 881.330 feet to a point of curve; thence
8. Along a curve to the right being the Easterly line of the Bloodgood Branch of the Leigh Valley Railroad having a radius of 922.370 feet, an arc distance of 1641.768 feet to a point in the aforementioned Southeasterly right of way line of the Lehigh Valley Railroad; thence
9. North 55 degrees 51 minutes 00 seconds East along the aforesaid Southeasterly right of way line of Lehigh Valley Railroad a distance of

**1045.073 feet to the point and place of Beginning.**

**FOR INFORMATIONAL PURPOSES ONLY:**

**Premises described herein is designated as Lot 1, Block 143 on the Tax Map of the Township of Clark, Lot 1 Block 541 on the Tax Map of the Township of Cranford, County of Union, State of New Jersey**

1300 Raritan Rd., Clark, NJ 07066

Tax Mailing Address:

401 S. Old Woodward Avenue, Suite 370,  
Birmingham, MI 48009,  
Attention: Rick Zablocki

**Statement Regarding Tax Exemption**

1. On June 1, 2009, Motors Liquidation Company (the "**Company**") (f/k/a General Motors Corporation) and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). The Company's Chapter 11 case has been jointly administered with the Chapter 11 cases of its affiliated Debtors under Case No. 09-50026 (REG) (the "**Case**").
2. This Statement Regarding Tax Exemption is being made pursuant to the Debtors' Amended Joint Chapter 11 Plan, dated December 7, 2010 and filed with the Bankruptcy Court (such plan, as transmitted to parties in interest being the "**Amended Plan**," and as subsequently modified and amended, the "**Plan**").
3. Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case (the "**Confirmation Order**"), the Bankruptcy Court has approved the Plan.
4. The Confirmation Order provides, among other things, for the disposition, transfer and conveyance (collectively, the "**Conveyances**") to Revitalizing Auto Communities Environmental Response (RACER) Trust (transferee) by the Debtors and other affiliates of the Company (including without limitation: the Company, Remediation and Liability Management Company, Inc., a Michigan corporation, Environmental Corporate Remediation Company, Inc., a Delaware corporation, and Manual Transmissions of Muncie, LLC, a Delaware limited liability company) of all rights, title and interests, if any, of Debtors (transferor) in certain real property, improvements and appurtenant assets (collectively, the "**Premises**").
5. Pursuant to Section 23 of the Confirmation Order, the Bankruptcy Court also provides that all holders of any liens, claims and encumbrances (other than holders of Excepted Liens) shall remove and release their respective liens, claims and encumbrances from and against the Premises immediately subsequent to the "Effective Date" (as defined in the Plan).
6. The Conveyances from the Debtors to RACER pursuant to the Confirmation Order are exempt from tax thereunder and under §1146(a) of the Bankruptcy Code, which exempts such Conveyances from all transfer-related taxes. Specifically, pursuant to Section 22 of the Confirmation Order, the Bankruptcy Court orders and directs as follows:

"22. Exemption from Certain Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other

instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, leases, bills of sale, assignments, or other instruments of transfer executed in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the GUC Trust, the Asbestos Trust, the Environmental Response Trust [RACER], and the Avoidance Action Trust) shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax.”

7. Some of the Premises are being conveyed pursuant to the accompanying Quitclaim Deed or other instrument, which is intended to be filed or recorded, as appropriate.

DB5866-0855

RTF-1 (Rev. 7/14/10) MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (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

FOR RECORDER'S USE ONLY (E) Consideration \$ 10,000 RTF paid by seller \$ 0 Date 6-22-11 By AB

COUNTY Union } SS. County Municipal Code 2002 MUNICIPALITY OF PROPERTY LOCATION Clark and \*

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

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Kyle Braden, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer in a deed dated 3/31/2011 transferring real property identified as Block number 143 and \* Lot number 1 and \* located at 1300 Raritan Road, Clark, NJ and annexed thereto.

(2) CONSIDERATION \$ N/A (Instructions #1 and #5 on reverse side) [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation \$4,413,000 + 28.86% = \$15,498,960

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 valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

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). Mere reference to exemption symbol is insufficient. Explain in detail.

(9) General Motors Corporation (known as Motors Liquidation Company) is making this transfer pursuant to the bankruptcy court's confirmation order and is exempt from tax under 511(b)(9) of the bankruptcy code.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

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. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, 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 Grantor(s) [ ] 62 years of age or over. (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) [ ] legally blind or; \*
DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[ ] Owned and occupied by grantor(s) at time of sale. [ ] Resident of State of New Jersey.
[ ] One or two-family residential premises. [ ] Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- [ ] Affordable according to H.U.D. standards. [ ] Reserved for occupancy.
[ ] Meets income requirements of region. [ ] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

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

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- [ ] No prior mortgage assumed or to which property is subject at time of sale.
[ ] No contributions to capital by either grantor or grantee legal entity.
[ ] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 31 day of March, 2011

John Badman (Signature)

Kyle Braden (Signature of Deponent)

Motors Liquidation Company Grantor Name 401 S. Old Woodward Ave, suite 370, Birmingham, MI 48009 Grantor Address at Time of Sale

Deponent Address XXX-XXX-525 Last three digits in Grantor's Social Security Number

John Badman Notary Public, State of New York No. 01BA6227480 Qualified in New York County Commission Expires August 30, 2014

FOR OFFICIAL USE ONLY Instrument Number 224637 County Union Deed Number 5800 Page 856 Deed Dated 3-31-11 Date Recorded 6-22-11

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY PO BOX 251 TRENTON, NJ 08695-0251 ATTENTION: REALTY TRANSFER FEE UNIT

\* Cranford - Block 541, Lot 1

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml.

085866-0856

## EXHIBIT A

### Property Description

**Beginning at a point in the Southeasterly right of way line of the Lehigh Valley Railroad at its intersection with the most Northwesterly corner of lands formerly of J. Ludlow Estate, formerly of Johnson & Johnson, now or formerly of J.B. Williams Co., and from said beginning point running thence**

- 1. South 43 degrees 51 minutes 30 seconds East along the Southwesterly line of land now or formerly of J. B. Williams Co. as aforesaid a distance of 2004.636 feet to a point in the Westerly line of Walnut Avenue; thence**
- 2. South 7 degrees 05 minutes 00 seconds East along the aforesaid Westerly line of Walnut Avenue a distance of 7.090 feet to a point of curve; thence**
- 3. Southwesterly along a curve to the right connecting the aforesaid Westerly line of Walnut Avenue to the Northwesterly line of Raritan Road having a radius of 75.0 feet an arc distance of 96.342 feet to a point of tangent; thence**
- 4. South 66 degrees 31 minutes 00 seconds West along the aforesaid Northwesterly line of Raritan Road a distance of 113.795 feet to a point of curve; thence**
- 5. Southwesterly along a curve to the left as delineated on a plan entitled "Plan Showing Proposed Widening of Raritan Road from Central Avenue to Centennial Avenue Clark & Cranford Twps. & City of Linden, Union Co., N.J. Dated Jan. 1925" having a radius of 1176.280 feet an arc distance of 289.815 feet to a point of tangent; thence**
- 6. South 52 degrees 24 minutes 00 seconds West still along the aforesaid Northwesterly side line of Raritan Road a distance of 1315.185 feet to a point being the intersection of the aforesaid Northwesterly line of Raritan Road and the Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad; thence**
- 7. North 54 degrees 47 minutes 00 seconds West along the aforesaid Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad a distance of 881.330 feet to a point of curve; thence**
- 8. Along a curve to the right being the Easterly line of the Bloodgood Branch of the Leigh Valley Railroad having a radius of 922.370 feet, an arc distance of 1641.768 feet to a point in the aforementioned Southeasterly right of way line of the Lehigh Valley Railroad; thence**
- 9. North 55 degrees 51 minutes 00 seconds East along the aforesaid Southeasterly right of way line of Lehigh Valley Railroad a distance of**

**1045.073 feet to the point and place of Beginning.**

**FOR INFORMATIONAL PURPOSES ONLY:**

**Premises described herein is designated as Lot 1, Block 143 on the Tax Map of the Township of Clark, Lot 1 Block 541 on the Tax Map of the Township of Cranford, County of Union, State of New Jersey**

1300 Raritan Rd., Clark, NJ 07066

Tax Mailing Address:

401 S. Old Woodward Avenue, Suite 370,  
Birmingham, MI 48009,  
Attention: Rick Zablocki

**Statement Regarding Tax Exemption**

1. On June 1, 2009, Motors Liquidation Company (the "**Company**") (f/k/a General Motors Corporation) and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). The Company's Chapter 11 case has been jointly administered with the Chapter 11 cases of its affiliated Debtors under Case No. 09-50026 (REG) (the "**Case**").
2. This Statement Regarding Tax Exemption is being made pursuant to the Debtors' Amended Joint Chapter 11 Plan, dated December 7, 2010 and filed with the Bankruptcy Court (such plan, as transmitted to parties in interest being the "**Amended Plan**," and as subsequently modified and amended, the "**Plan**").
3. Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case (the "**Confirmation Order**"), the Bankruptcy Court has approved the Plan.
4. The Confirmation Order provides, among other things, for the disposition, transfer and conveyance (collectively, the "**Conveyances**") to Revitalizing Auto Communities Environmental Response (RACER) Trust (transferee) by the Debtors and other affiliates of the Company (including without limitation: the Company, Remediation and Liability Management Company, Inc., a Michigan corporation, Environmental Corporate Remediation Company, Inc., a Delaware corporation, and Manual Transmissions of Muncie, LLC, a Delaware limited liability company) of all rights, title and interests, if any, of Debtors (transferor) in certain real property, improvements and appurtenant assets (collectively, the "**Premises**").
5. Pursuant to Section 23 of the Confirmation Order, the Bankruptcy Court also provides that all holders of any liens, claims and encumbrances (other than holders of Excepted Liens) shall remove and release their respective liens, claims and encumbrances from and against the Premises immediately subsequent to the "Effective Date" (as defined in the Plan).
6. The Conveyances from the Debtors to RACER pursuant to the Confirmation Order are exempt from tax thereunder and under §1146(a) of the Bankruptcy Code, which exempts such Conveyances from all transfer-related taxes. Specifically, pursuant to Section 22 of the Confirmation Order, the Bankruptcy Court orders and directs as follows:

"22. Exemption from Certain Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other

DB5866-0859

instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, leases, bills of sale, assignments, or other instruments of transfer executed in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the GUC Trust, the Asbestos Trust, the Environmental Response Trust [RACER], and the Avoidance Action Trust) shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax.”

7. Some of the Premises are being conveyed pursuant to the accompanying Quitclaim Deed or other instrument, which is intended to be filed or recorded, as appropriate.

085866-0860

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

COUNTY UNION } SS. County Municipal Code 2002

FOR RECORDER'S USE ONLY	
Consideration	\$ <u>10.00</u>
RTF paid by buyer	\$ <u>0</u>
Date <u>6-22-11</u>	By <u>AB</u>

MUNICIPALITY OF PROPERTY LOCATION Clark/Cranford

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X 038  
Last three digits in grantee's Social Security Number  
Deponent, Elliott P. Laws being duly sworn according to law upon his/her oath,

(Name)  
deposes and says that he/she is the Managing Member in a deed dated March 31, 2011 transferring  
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 143 Clark/ 541 Cranford Lot number 1 Clark/1 Cranford located at  
1300 Raritan Road, Clark and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ N/A (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.  
 Class 2 - Residential  
 Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property  
 Class 4A - Commercial properties (if checked, calculation in (E) required below)  
 Cooperative unit (four families or less) (See C. 46:8D-3.)  
Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

Property class. Circle applicable class or classes: 1 3B 4B 4C 15  
Property classes: 1-Vacant Land; 3B- Farm property. (Qualified); 4B- Industrial properties; 4C- Apartments; 15- Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)  
 Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.  
 Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and **MUST ATTACH COMPLETED RTF-4.**

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation		
Property Class <u>    </u>	\$ <u>4,473,000.00</u>	+ <u>28.86</u> % = \$ <u>15,498,960.00</u>
Property Class <u>    </u>	\$ <u>    </u>	+ <u>    </u> % = \$ <u>    </u>
Property Class <u>    </u>	\$ <u>    </u>	+ <u>    </u> % = \$ <u>    </u>
Property Class <u>    </u>	\$ <u>    </u>	+ <u>    </u> % = \$ <u>    </u>

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Value

\$      ÷      % = \$     

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(g) General Motors Corporation (n/k/a Motors Liquidation Company) is making this transfer pursuant to the Bankruptcy Court's Confirmation Order and is exempt from tax under Section 1146 (a) of the Bankruptcy Code.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 31<sup>st</sup> day of March, 2011

LISA WIEDBUSCH  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Mar. 27, 2016  
Acting in the County of     

[Signature]  
Signature of Deponent \*

401 S. Old Woodward Ave, Suite 370  
Deponent Address  
Birmingham, MI 48009

RACER Properties LLC  
Grantee Name

401 S. Old Woodward Ave, Suite 370  
Grantee Address at Time of Sale  
Birmingham, MI 48009

Name/Company of Settlement Officer

\*Elliott P. Laws in his capacity as managing member of EPLET, LLC, the non-member manager of RACER Properties LLC

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY	
Instrument Number <u>22465</u>	County <u>Union</u>
Deed Number <u>    </u>	Book <u>5800</u> Page <u>244</u>
Deed Dated <u>3-31-11</u>	Date Recorded <u>6-22-11</u>

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: [www.state.nj.us/treasury/taxation/lpt/localtax.shtml](http://www.state.nj.us/treasury/taxation/lpt/localtax.shtml)

DB5866-0861

## EXHIBIT A

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1300 Raritan Rd., Clark, NJ 07066

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Birmingham, MI 48009,  
Attention: Rick Zablocki

**Statement Regarding Tax Exemption**

1. On June 1, 2009, Motors Liquidation Company (the "**Company**") (f/k/a General Motors Corporation) and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). The Company's Chapter 11 case has been jointly administered with the Chapter 11 cases of its affiliated Debtors under Case No. 09-50026 (REG) (the "**Case**").
2. This Statement Regarding Tax Exemption is being made pursuant to the Debtors' Amended Joint Chapter 11 Plan, dated December 7, 2010 and filed with the Bankruptcy Court (such plan, as transmitted to parties in interest being the "**Amended Plan**," and as subsequently modified and amended, the "**Plan**").
3. Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case (the "**Confirmation Order**"), the Bankruptcy Court has approved the Plan.
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"22. Exemption from Certain Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other

instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, leases, bills of sale, assignments, or other instruments of transfer executed in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the GUC Trust, the Asbestos Trust, the Environmental Response Trust [RACER], and the Avoidance Action Trust) shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax.”

7. Some of the Premises are being conveyed pursuant to the accompanying Quitclaim Deed or other instrument, which is intended to be filed or recorded, as appropriate.

085866-0864-B

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Witnessed or Attested by:

Just Mages

**GRANTOR:**

**MOTORS LIQUIDATION COMPANY (f/k/a  
General Motors Corporation), a Delaware  
Corporation**

By: Kyle Braden  
Kyle Braden  
Vice President and Secretary

STATE OF NEW YORK :  
:ss.  
COUNTY OF NEW YORK :

I CERTIFY that on this 31 day of March, 2011, Kyle Braden the Vice President and Secretary of MOTORS LIQUIDATION COMPANY (f/k/a General Motors Corporation), a Delaware corporation, personally known or me to be the same person whose name is subscribed to the foregoing instrument; as such Kyle Braden, appeared before me this day in person and acknowledged that he executed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, pursuant to the authority granted by the Board of Directors of said corporation, for the uses and purposes therein set forth.

OFFICIAL SEAL

John Badman  
Notary Public  
My commission expires: \_\_\_\_\_

John Badman  
Notary Public, State of New York  
No. 01BA6227480  
Qualified in New York County  
Commission Expires August 30, 2014

Prepared by:  
Leslie Steele Smith  
Weil, Gotchal & Manges LLP  
Crowell & Moring LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201-6950  
Leslie Steele Smith

RECORD AND RETURN TO:  
590 Madison Avenue  
New York, NY 10022  
Attention: Barbara E. Champoux, Esq.

Return to:  
Title Source Inc.  
1450 W Long Lake Rd.  
Suite 400  
Troy, MI 48098

TITLE SOURCE, INC  
LISA WIEDBUSCH  
1450 WEST LONG LAKE ROAD  
TROY

Inst.#  
224651

Deed

MI 48098 Paid  
Recording Fee 263.00  
RT Fee .00

NYACTIVE-11967679.1  
(DEED-MLC 1008-NJ)

DB5866-0865

END OF DOCUMENT



Received & Recorded Deed-1  
 Union County, NJ Inst# 223567  
 5/05/2011 10 21  
 Joanne Rajoppi  
 County Clerk Consider 00  
 RT Fee 00  
 Operator AZYDZIK

Pgs-80



MLC # 1008

*Return to:*  
 Title Source Inc.  
 1450 W Long Lake Rd.  
 Suite 400  
 Troy, MI 48098

**AFFIDAVIT OF  
 MOTORS LIQUIDATION COMPANY  
 (formerly known as GENERAL MOTORS CORPORATION)  
 (Regarding Confirmation Order)  
 (New Jersey)**

BEFORE ME, the undersigned authority, personally appeared Kyle Braden, Vice President and Secretary of **MOTORS LIQUIDATION COMPANY**, a Delaware corporation (the "**Company**"), who, upon oath, deposed and stated as follows, in his capacity as an officer of the Company and on behalf of the Company, and not individually

- 1 On June 1, 2009, the Company and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") The Company s Chapter 11 case has been being jointly administered with the Chapter 11 cases of certain of its affiliates under Case No 09-50026 (REG) (the "**Case**' )
- 2 The Debtors, as "proponents of the plan" within the meaning of section 1129 of the Bankruptcy Code, filed with the Bankruptcy Court in connection with the Case the Debtors Amended Joint Chapter 11 Plan, dated December 7, 2010 (such plan, as transmitted to parties in interest being the "**Amended Plan**," and as subsequently modified and amended, the "**Plan**"), and the Disclosure Statement for Debtors' Amended Joint Chapter 11 Plan, dated December 8, 2010 (as transmitted to parties in interest, the "**Disclosure Statement**")
- 3 Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy

**COMMERCIAL**

3311189- Lmw

RECORD AND ~~RETURN TO~~  
 Crowell & Moring LLP  
 590 Madison Avenue  
 New York, NY 10022  
 Attn Barbara E Champoux, Esq

DB5861-0492

Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No 9941 in the Case (the 'Confirmation Order'), the Bankruptcy Court has approved the Plan

- 4 A true and correct copy of the Confirmation Order (excluding, however, in the interest of brevity, all exhibits thereto), is attached hereto as Exhibit A
- 5 The Confirmation Order authorizes, among other things, the disposition of certain real estate assets (some of which real estate assets are located within the jurisdiction in which this instrument is to be filed) of the Debtors and other affiliates of the Company, including without limitation

the Company,

Remediation and Liability Management Company, Inc ,

a Michigan corporation,

Environmental Corporate Remediation Company, Inc ,

a Delaware corporation,

and

Manual Transmissions of Muncie, LLC,

a Delaware limited liability company

Such real estate located within the jurisdiction in which this Affidavit is filed is described on the Exhibit B attached hereto

- 6 Any person needing to see the exhibits to the Confirmation Order (including without limitation the Plan) may obtain copies thereof from the Bankruptcy Court

[SIGNATURE PAGE FOLLOWS]

DB5861-0493

EXHIBIT A  
**CONFIRMATION ORDER**

See attached

DB5861-0494

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re : Chapter 11 Case No.  
: :  
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)  
f/k/a General Motors Corp., *et al* : :  
Debtors. : (Jointly Administered)  
: :  
-----X

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER  
PURSUANT TO SECTIONS 1129(a) AND (b) OF THE BANKRUPTCY CODE  
AND RULE 3020 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE  
CONFIRMING DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN**

WHEREAS Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”<sup>1</sup>), as “proponents of the plan” within the meaning of section 1129 of title 11, United States Code (the “**Bankruptcy Code**”), filed the Debtors’ Amended Joint Chapter 11 Plan, dated December 7, 2010 (such plan, as transmitted to parties in interest being the “**Amended Plan**,” and as subsequently modified, the “**Plan**”)<sup>2</sup> and the Disclosure Statement for Debtors’ Amended Joint Chapter 11 Plan, dated December 8, 2010 (as transmitted to parties in interest, the “**Disclosure Statement**”), and

WHEREAS on December 8, 2010, the Bankruptcy Court entered an order (the “**Solicitation Order**”) (ECF No 8043), which, among other things, (i) approved the Disclosure Statement under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, (ii)

<sup>1</sup> The term “Debtors” used herein shall refer to the Debtors whether prior to or on and after the Effective Date

<sup>2</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Plan, a copy of which is annexed hereto as Exhibit “A ” Any term used in the Plan or this Confirmation Order that is not defined in the Plan or this Confirmation Order, but that is used in the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable

established March 3, 2011 as the date for the commencement of the hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”), (iii) approved the form and method of notice of the Confirmation Hearing (the “**Confirmation Hearing Notice**”), and (iv) established certain procedures for soliciting and tabulating votes with respect to the Amended Plan, and

WHEREAS the Confirmation Hearing Notice and (i) as to holders of Claims in Class 3 (General Unsecured Claims) and Class 5 (Asbestos Personal Injury Claims) entitled to vote, the Disclosure Statement (with the Amended Plan annexed thereto), the Solicitation Order (without exhibits), the letter recommending acceptance of the Amended Plan from the Creditors’ Committee, and an appropriate form of ballot and return envelope (such ballot and return envelope being referred to as a “**Ballot**”), and (ii) as to holders of Claims in Class 1 (Secured Claims), Class 2 (Priority Non-Tax Claims), Class 4 (Property Environmental Claims), and Class 6 (Equity Interests in MLC), a Notice of Non-Voting Status – Unimpaired Class or a Notice of Non-Voting Status – Impaired Class, as applicable, were transmitted as set forth in the Affidavit of Patrick M. Leatham, sworn to on January 14, 2011 (the “**GCG Affidavit**”) (ECF No. 8607), the Affidavit of Jane Sullivan, sworn to on January 6, 2011 (the “**Epiq Affidavit**”) (ECF No. 8449), and the Affidavit of Service of Translated Documents on Certain Holders of Debt Securities (ECF No. 9327) (the “**Translated Documents Affidavit**,” and together with the GCG Affidavit and the Epiq Affidavit, the “**Affidavits of Service**”), evidencing the timely service of the Disclosure Statement (with the Amended Plan annexed thereto), related solicitation materials, and Notices of Non-Voting Status, and such service is adequate as provided by Bankruptcy Rule 3017(d), and

WHEREAS the Amended Affidavit of Publication of Debra Wolther, sworn to on February 16, 2011 (the “**Affidavit of Publication**”) (ECF No. 9277) was filed evidencing publication of the Confirmation Hearing Notice on January 13, 2011 in *The Wall Street Journal*,

*The New York Times, USA Today, The Globe and Mail, and The National Post*, in accordance with the Solicitation Order, and

WHEREAS on February 14, 2011, the Bankruptcy Court entered a stipulation and order which, among other things, fixed the Asbestos Trust Claim in the amount of \$625,000,000 00 (the “**Asbestos Stipulation**”) (ECF No 9214), and

WHEREAS on February 18, 2011, the Debtors filed the Plan Supplement with respect to the Plan (ECF No 9309), and

WHEREAS on February 18, 2011, the United States, on behalf of the United States Environmental Protection Agency and the U S Treasury, filed (A) (i) a statement in support of the environmental provisions of the Plan, (ii) a response to public comments received in connection with the Environmental Response Trust Consent Decree and Settlement Agreement, and (iii) a joinder in the Debtors’ request for approval of the Environmental Response Trust Consent Decree and Settlement Agreement (ECF No 9311), and (B) (i) a statement in support of the environmental provisions of the Plan, (ii) a response to public comments received in connection with the Priority Order Sites Consent Decrees and Settlement Agreements, and (iii) a joinder in the Debtors’ request for approval of the Priority Order Sites Consent Decrees and Settlement Agreements (ECF No 9312) (together, the “**United States Statements**”), and

WHEREAS on February 22, 2011, the Future Claimants’ Representative filed a memorandum of law in support of confirmation of the Plan (ECF No 9338) (the “**FCR Statement**”), and

WHEREAS the objections to confirmation of the Plan (collectively, the “**Objections**”), set forth in Exhibit “A” to the Debtors’ Confirmation Brief and Response (as hereinafter defined), were filed, and

WHEREAS on February 22, 2011, the Debtors filed a memorandum of law in support of confirmation and an omnibus response to the Objections (the “**Confirmation Brief and Response**”) (ECF No 9389), and on February 23, 2011, the Debtors filed the Declaration of Thomas A Morrow in Support of Confirmation of Debtors’ Amended Joint Chapter 11 Plan (ECF No 9419) (the “**Morrow Declaration**”), and

WHEREAS on February 23, 2011, the Creditors’ Committee filed a statement in support of the Plan (the “**Creditors’ Committee Statement**”), which included the Declaration of Anna Phillips in Support of Creditors’ Committee Statement (ECF No 9420), and

WHEREAS on February 23, 2011, Wilmington Trust Company as Indenture Trustee filed a limited response to certain Objections (ECF No 9390) (the “**Wilmington Trust Response**”), and

WHEREAS the Declaration of Jeffrey S Stein of The Garden City Group, Inc Certifying the Methodology for the Tabulation of Votes on and Results of Voting with Respect to the Debtors’ Amended Joint Chapter 11 Plan, sworn to on February 24, 2011 (ECF No 9439) and the Supplemental Declaration of Jeffrey S Stein of The Garden City Group, Inc Certifying the Methodology for the Tabulation of Votes on and Results of Voting with Respect to the Debtors’ Amended Joint Chapter 11 Plan (ECF No 9508) (together, the “**GCG Voting Reports**”), the Declaration of Jane Sullivan of Epiq Bankruptcy Solutions, LLC Regarding Voting on, and Tabulation of, Ballots Accepting and Rejecting the Debtors’ Amended Joint Chapter 11 Plan, with Respect to Class 3 Debt Securities, sworn to on February 24, 2011 (ECF No 9449), and the Supplemental Declaration of Jane Sullivan of Epiq Bankruptcy Solutions, LLC Regarding Voting on, and Tabulation of, Ballots Accepting and Rejecting the Debtors’ Amended Joint Chapter 11 Plan, with Respect to Class 3 Debt Securities (ECF No 9555) (together, the “**Epiq Voting Reports**,” and collectively with the GCG Voting Reports, the,

“**Voting Reports**”) were filed attesting and certifying the method and results of the tabulation for the Classes of Claims (Class 3 (General Unsecured Claims) and Class 5 (Asbestos Personal Injury Claims)) entitled to vote to accept or reject the Plan, and

WHEREAS on February 25, 2011, the Creditors’ Committee filed a notice of filing of revised GUC Trust Agreement and statement relating thereto and in further support of the Plan (ECF No 9477), and

WHEREAS on March 2, 2011, the Asbestos Claimants’ Committee filed a statement in support of the Plan (the “**Asbestos Claimants’ Committee Statement**”) (ECF No 9550), and

WHEREAS seven Objections have been withdrawn or partially resolved on the terms and conditions described on the record of the Confirmation Hearing (collectively, the “**Resolved Objections**”), and the remaining Objections are overruled on the merits pursuant to this Confirmation Order, and

WHEREAS the Confirmation Hearing was held on March 3, 2011, and

WHEREAS on March 7, 2011, the Court rendered a Bench Decision on Objections to Confirmation (the “**Decision**”), reported at *In re Motors Liquidation Co*, Ch 11 Case No 09-50026 (REG), 2011 WL 830728 (Bankr S D N Y Mar 7, 2011)

NOW, THEREFORE, based on the Voting Reports, the Morrow Declaration, the Confirmation Brief and Response, the Affidavits of Service, the Affidavit of Publication, the United States Statements, the Creditors’ Committee Statement, the Wilmington Trust Statement, the Asbestos Claimants’ Committee Statement, and the FCR Statement, and upon (i) the record of the Confirmation Hearing, including all the evidence proffered or adduced at, the Objections filed in connection with, and the arguments of counsel made at the Confirmation Hearing and (ii)

the entire record of the Chapter 11 Cases, including the Decision, and after due deliberation thereon and sufficient cause appearing therefor

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT

A     Findings of Fact and Conclusions of Law The findings and conclusions set forth herein and in the Decision constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Fed R Bankr P 7052, made applicable to this proceeding pursuant to Fed R Bankr P 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B     Exclusive Jurisdiction, Venue, Core Proceeding (28 U S C §§ 157(b)(2), 1334(a)) The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U S C §§ 157 and 1334. Venue is proper under 28 U S C §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U S C § 157(b)(2)(L), and the Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

C     Judicial Notice The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court and/or its duly-appointed agent, including, without limitation, all pleadings and other documents filed, all orders entered, and the evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases, including, but not limited to, the hearings to consider the adequacy of the Disclosure Statement.

D     Burden of Proof The Debtors have the burden of proving the elements of section 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence.

E Transmittal and Mailing of Materials, Notice The Disclosure Statement, the Amended Plan, the Ballots, the Solicitation Order, and the Confirmation Hearing Notice, which were transmitted and served as set forth in the Affidavits of Service, shall be deemed to have been transmitted and served in compliance with the Solicitation Order, the Bankruptcy Rules, and the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required. The Debtors’ publication of the Confirmation Hearing Notice as set forth in the Affidavit of Publication complied with the Solicitation Order.

F Voting Votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Order, and industry practice.

G Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)) The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

1 Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)) In addition to Administrative Expenses, Priority Tax Claims, and DIP Credit Agreement Claims, which need not be designated, the Plan designates six Classes of Claims and Equity Interests. Each Secured Claim shall be deemed to be separately classified in a subclass of Class 1 and shall have all rights associated with separate classification under the Bankruptcy Code. The Claims and Equity Interests placed in each Class are substantially similar to other Claims and Equity Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Equity Interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims and Equity Interests. The Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

2        Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)) Article III of the Plan specifies that Class 1 (Secured Claims), Class 2 (Priority Non-Tax Claims), and Class 4 (Property Environmental Claims) are unimpaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code

3        Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)) Article III of the Plan designates Class 3 (General Unsecured Claims), Class 5 (Asbestos Personal Injury Claims), and Class 6 (Equity Interests in MLC) as impaired, and Article IV of the Plan specifies the treatment of Claims and Equity Interests in such Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code

4        No Discrimination (11 U.S.C. § 1123(a)(4)) The Plan provides for the same treatment by the Debtors for each Claim or Equity Interest in each respective Class unless the holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code

5        Implementation of Plan (11 U.S.C. § 1123(a)(5)) The Plan and the various documents and agreements set forth in the Plan Supplement and the Exhibits to the Plan provide adequate and proper means for the Plan's implementation, including (i) the deemed consolidation of the Debtors and (ii) the establishment of the GUC Trust, the Environmental Response Trust, the Asbestos Trust, and the Avoidance Action Trust, thereby satisfying section 1123(a)(5) of the Bankruptcy Code

6        Nonvoting Equity Securities (11 U.S.C. § 1123(a)(6)) MLC's Restated Certificate of Incorporation shall be amended on the Effective Date to contain a provision that prohibits the issuance of nonvoting equity securities prohibited by section 1123(a)(6), thereby satisfying section 1123(a)(6) of the Bankruptcy Code

7        Selection of Officers, Directors, or Trustees (11 U S C § 1123(a)(7)) On and after the Effective Date, the officers and directors of MLC will be a subset of MLC's current officers and directors, thereby satisfying section 1123(a)(7) of the Bankruptcy Code

8        Additional Plan Provisions (11 U S C § 1123(b)) The provisions of the Plan are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code. The failure to specifically address a provision of the Bankruptcy Code in this Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order

9        Bankruptcy Rule 3016(a) The Plan is dated and identifies the entities submitting the Plan as proponents, thereby satisfying Bankruptcy Rule 3016(a)

H        Debtors' Compliance with Bankruptcy Code (11 U S C § 1129(a)(2))  
The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically

(i)        The Debtors are proper debtors under section 109 of the Bankruptcy Code

(ii)        The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court

(iii)        The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Order in transmitting the Disclosure Statement, the Amended Plan, the Ballots, and related documents and notices and in soliciting and tabulating votes on the Amended Plan

I        Plan Proposed in Good Faith (11 U S C § 1129(a)(3)) The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtors' good faith is evident from the facts and record of these Chapter 11 Cases, the Disclosure Statement and the hearings thereon, and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The

Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' estates and effectuating an orderly liquidation of the Debtors

J Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))

Any payment made or to be made by any of the Debtors for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code

K Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5))

The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. Section 6.10 of the Plan provides for the dissolution of each Debtor after the respective Debtor's completion of the acts required by the Plan, and therefore, there will be no "reorganized debtor" for any presently existing officer or director to serve. On and after the Effective Date, the officers and directors of MLC will be a subset of MLC's current officers and directors. The Debtors have disclosed the identity of the GUC Trust Administrator, the GUC Trust Monitor, the Environmental Response Trust Administrative Trustee, the Asbestos Trust Administrator, the Avoidance Action Trust Administrator, and the Avoidance Action Trust Monitor in the Plan and the Confirmation Brief and Response and the affiliations of the Environmental Response Trust Administrative Trustee. The appointment of the entities identified as the GUC Trust Administrator, the GUC Trust Monitor, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, the Avoidance Action Trust Administrator, and the Avoidance Action Trust Monitor is consistent with the interests of the Debtors' creditors and equity security holders and with public policy.

L No Rate Changes (11 U.S.C. § 1129(a)(6))

Section 6.10 of the Plan provides for the dissolution of each Debtor after the respective Debtor's completion of the acts

required by the Plan, and therefore, section 1129(a)(6) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases

M Best Interests of Creditors (11 U S C § 1129(a)(7)) The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Disclosure Statement, the Plan Supplement, the Morrow Declaration, the Creditors' Committee Statement, and the other evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each holder of an impaired Claim or Equity Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date

N Acceptance by Certain Classes (11 U S C § 1129(a)(8)) Class 1 (Secured Claims), Class 2 (Priority Non-Tax Claims), and Class 4 (Property Environmental Claims) are unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 3 (General Unsecured Claims) and Class 5 (Asbestos Personal Injury Claims) have voted to accept the Plan in accordance with sections 1126(c) and (d) of the Bankruptcy Code. Equity Interests in MLC in Class 6 are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to the deemed rejecting Class 6, the Plan is confirmable because the Plan satisfies section 1129(b) of the Bankruptcy Code with respect to Class 6

O Treatment of Administrative Expenses, Priority Non-Tax Claims, and Priority Tax Claims (11 U S C § 1129(a)(9)) The treatment of Administrative Expenses and Priority Non-Tax Claims pursuant to Sections 2.1 and 4.2 of the Plan, respectively, satisfies the

requirements of sections 1129(a)(9)(A) and (B) of the Bankruptcy Code, and the treatment of Priority Tax Claims pursuant to Section 2.3 of the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code. The Debtors have sufficient Cash to pay Allowed Administrative Expenses, Allowed Priority Non-Tax Claims, and Allowed Priority Tax Claims.

**P** Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)) At least one Class of Claims against the Debtors that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider, thus satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

**Q** Feasibility (11 U.S.C. § 1129(a)(11)) The evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that the Plan is workable and has a reasonable likelihood of success, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

**R** Payment of Fees (11 U.S.C. § 1129(a)(12)) All fees payable under section 1930 of title 28, United States Code, as determined by the Bankruptcy Court, have been paid or will be paid pursuant to Section 12.8 of the Plan. Pursuant to Section 12.8 of the Plan, (i) fees incurred up to the Effective Date shall be paid by each of the Debtors and (ii) fees incurred after the Effective Date shall be paid by the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, and the Avoidance Action Trust Administrator solely out of the GUC Trust, the Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust, respectively. Thus, Section 12.8 of the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

**S** Benefit Plans (11 U.S.C. § 1129(a)(13)) The Plan complies with section 1129(a)(13) of the Bankruptcy Code as follows:

(i) As part of the 363 Transaction, New GM and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW")

reached a resolution addressing the final obligations of General Motors Corporation (“GM”) with respect to the UAW-sponsored retiree benefits plan funded by a UAW-sponsored VEBA (the “UAW VEBA”) (the “UAW Retiree Settlement Agreement”), pursuant to which New GM agreed to provide to the UAW VEBA, among other things, (i) shares of common stock of New GM representing 17.5% of New GM’s total outstanding common stock, (ii) a note of New GM in the principal amount of \$2.5 billion, (iii) shares of cumulative perpetual preferred stock of New GM in the amount of \$6.5 billion, (iv) warrants to acquire 2.5% of New GM’s equity, and (v) the assets held in GM’s VEBA to be transferred to New GM as part of the 363 Transaction.

(ii) By order entered on November 12, 2009 (ECF No. 4433) (the “Union Settlement Order”), the Bankruptcy Court approved that certain settlement agreement, dated September 10, 2009, by and among MLC, New GM, and certain “splinter unions” (the “Union Settlement Agreement”). Pursuant to the Union Settlement Agreement, New GM agreed to provide certain retiree medical benefits at a reduced level to participating union retirees and surviving spouses who are not eligible for Medicare benefits and to provide a reduced level of life insurance coverage to participating retirees regardless of Medicare eligibility. The Union Settlement Agreement further provided that, with respect to those retirees who were eligible for Medicare as of December 31, 2009, MLC granted to the Participating Splinter Unions (as defined in the Union Settlement Order) that agree to the applicable terms of, and agree to participate in, the Union Settlement Agreement, a General Unsecured Claim in an amount equal to such union’s respective “Percentage Share” of the aggregate amount of \$1 billion (the “Splinter Union Allowed Claim”) in full settlement, satisfaction, and discharge of all claims that the Participating Splinter Unions, as authorized under section 1114 and 1113 representatives, have or may have against the Debtors and their affiliates arising out of collective bargaining agreements relating to retiree healthcare benefits, life insurance benefits, and all other benefits and claims.

(iii) The Union Settlement Agreement and the Union Settlement Order contemplate that the unions listed on Exhibit “A” to the Union Settlement Order that were not parties to the Union Settlement Agreement may agree to participate in the Union Settlement Agreement and in their Percentage Share of the Splinter Union Allowed Claim at any point prior to the Debtors’ making any distributions under the Plan. By order entered on August 9, 2010, two additional unions joined in the Union Settlement Agreement (ECF No. 6594).

(iv) The sole remaining splinter union, the International Brotherhood of Boilermakers (the “IBB”), declined to represent its retired past members (the “IBB Retirees”) and did not join the Union Settlement, nor has New GM assumed any liability for any claims attributable to the IBB Retirees. Rather than terminate the health and life insurance benefits of these IBB Retirees, by motion dated February 8, 2011 (ECF No. 9121), the Debtors requested the Bankruptcy Court (i) authorize the Debtors, in conjunction with New GM, to provide the IBB Retirees the health and life insurance benefits on essentially the same terms and conditions provided to the other retirees as provided for in the Union Settlement Agreement and (ii) order that the IBB Retirees shall be entitled to their Percentage Share of the Splinter Union Allowed Claim as set forth on Exhibit “A” to the Union Settlement Order, with the mechanism to make distributions to the IBB Retirees in respect thereof under the Plan to be determined at a later date, which motion was approved by the Bankruptcy Court by order dated March 9, 2011 (ECF No. 9713).

(v) With respect to nonunion employees, New GM agreed in the MSPA to assume all retiree benefits under plans then in existence

T Domestic Support Obligations (11 U S C § 1129(a)(14)) The Debtors are not required by a judicial or administrative order, or by statute, to pay any domestic support obligations, and therefore, section 1129(a)(14) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases

U The Debtors Are Not Individuals (11 U S C § 1129(a)(15)) The Debtors are not individuals, and therefore, section 1129(a)(15) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases

V No Applicable Nonbankruptcy Law Regarding Transfers (11 U S C § 1129(a)(16)) Each of the Debtors is a moneyed, business, or commercial corporation or trust, and therefore, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases

W Fair and Equitable, No Unfair Discrimination (11 U S C § 1129(b)) Class 6 (Equity Interests in MLC) is deemed to reject the Plan Based on the Disclosure Statement, the Confirmation Brief and Response, the Morrow Declaration, and the evidence proffered, adduced, or presented by the Debtors at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to Class 6, as required by section 1129(b)(1) of the Bankruptcy Code Thus, the Plan may be confirmed notwithstanding the Debtors' failure to satisfy section 1129(a)(8) of the Bankruptcy Code Upon confirmation and occurrence of the Effective Date, the Plan shall be binding on the members of Class 6

X Only One Plan (11 U S C § 1129(c)) The Plan is the only plan filed in these Chapter 11 Cases, thereby satisfying section 1129(c) of the Bankruptcy Code

Y Principal Purpose of the Plan (11 U.S.C. § 1129(d)) The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, thereby satisfying section 1129(d) of the Bankruptcy Code

Z Modifications to the Plan The modifications to the Amended Plan constitute technical changes and do not materially adversely affect or change the treatment of any Claims or Equity Interests. Accordingly, pursuant to Bankruptcy Rule 3019, such modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan, thereby satisfying section 1127 of the Bankruptcy Code

AA Good Faith Solicitation (11 U.S.C. § 1125(e)) Based on the record before the Bankruptcy Court in these Chapter 11 Cases, the Debtors and their directors, officers, employees, members, agents, advisors, and professionals have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all their respective activities relating to the solicitation of acceptance or rejection of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 12.6 of the Plan

BB Assumption and Rejection Article VIII of the Plan governing the assumption and rejection of executory contracts and unexpired leases satisfies the requirements of section 365(b) of the Bankruptcy Code

CC Substantive Consolidation No creditor of any of the Debtors will be prejudiced by the substantive consolidation of the Debtors, which will benefit all creditors of the

Debtors No objections have been filed raising any objection to substantive consolidation as provided in the Plan

DD Environmental Response Trust Consent Decree and Settlement Agreement The Environmental Response Trust Consent Decree and Settlement Agreement was negotiated in good faith and at arm's length and is an essential element of the Plan The Environmental Response Trust Consent Decree and Settlement Agreement is fair, equitable, and in the best interests of the Debtors, their creditors, and all parties in interest, and satisfies the standards for approval under Bankruptcy Rule 9019

EE Priority Order Sites Consent Decrees and Settlement Agreements Each of the Priority Order Sites Consent Decrees and Settlement Agreements were negotiated in good faith and at arm's length and are an essential element of the Plan Each of the Priority Order Sites Consent Decrees and Settlement Agreements is fair, equitable, and in the best interests of the Debtors, their creditors, and all parties in interest, and satisfies the standards for approval under Bankruptcy Rule 9019

FF Settlement with Remy International, Inc The settlement between the Debtors and Remy International, Inc (f/k/a Delco Remy International, Inc and DRA Inc ) ("Remy") described in the Disclosure Statement and Section 4.3 of the Plan (the "Remy Settlement") was negotiated in good faith and at arm's length, is fair, equitable, and in the best interests of the Debtors, their creditors, and all parties in interest, and satisfies the standards for approval under Bankruptcy Rule 9019 Remy has provided appropriate consideration to the Debtors' estates in exchange for being included in the definition of "Protected Party" in Section 1.115 of the Plan

GG Satisfaction of Confirmation Requirements The Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code

HH Objections All parties have had a full and fair opportunity to litigate all issues raised in the Objections, or which might have been raised, and the Objections have been fully and fairly litigated

II Retention of Jurisdiction The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code

### DECREES

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT

1 Confirmation The Plan is approved and confirmed under section 1129 of the Bankruptcy Code. The terms of the Plan, all Exhibits thereto, and the Plan Supplement are incorporated by reference into and are an integral part of the Plan and this Confirmation Order

2 Modifications to the Plan The modifications to the Amended Plan, which are incorporated in the Plan, meet the requirements of sections 1127(a) and (c) of the Bankruptcy Code and do not adversely change the treatment of the Claim of any creditor or the Equity Interest of any equity security holder within the meaning of Bankruptcy Rule 3019, and therefore, no further solicitation or voting is required

3 Objections All Objections that have not been withdrawn, waived, or settled, and all reservations of rights pertaining to confirmation of the Plan included therein, are overruled on the merits for the reasons stated on the record of the Confirmation Hearing

4 Plan Classification Controlling The classification of Claims and Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by the Debtors' creditors in connection with voting on the Plan (a) were set forth on the Ballots for

purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Equity Interests under the Plan for distribution purposes, and (c) shall not be binding on the Debtors

5        Binding Effect The Plan and its provisions shall be binding on the Debtors, the GUC Trust Administrator, the GUC Trust Monitor, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, the Avoidance Action Trust Administrator, the Avoidance Action Trust Monitor, any entity acquiring or receiving property or a distribution under the Plan, and any holder of a Claim against or Equity Interest in the Debtors, including all governmental entities, whether or not the Claim or Equity Interest of such holder (a) is impaired under the Plan or (b) has accepted the Plan

6        Vesting of Assets Pursuant to Section 10.1 of the Plan, except as otherwise provided in the Plan, as of the Effective Date, and thereafter as provided in the Plan, all property of the Debtors' estates shall vest in the Debtors, and, in accordance with Article VI of the Plan and subject to the exception contained therein and in the GUC Trust Agreement, the Asbestos Trust Agreement, the Environmental Response Trust Agreement, and the Avoidance Action Trust Agreement, (a) the GUC Trust Assets shall be transferred to the GUC Trust (except with respect to (x) the New GM Securities, which shall be transferred to the GUC Trust in accordance with Section 5.2(a) of the Plan, and (y) the Residual Wind-Down Assets, which shall be transferred to the GUC Trust in accordance with Section 6.10 of the Plan), (b) the Asbestos Trust Assets shall be transferred to the Asbestos Trust, (c) the Environmental Response Trust Assets shall be transferred to the Environmental Response Trust, and (d) on the Avoidance Action Trust Transfer Date, the Avoidance Action Trust Assets shall be transferred to the Avoidance Action Trust (except with respect to the remaining assets of MLC upon its

dissolution, which shall be transferred to the Avoidance Action Trust, if accepted by the Avoidance Action Trust in the sole discretion of the Avoidance Action Trust Administrator as set forth in, and in accordance with, Section 6.10 of the Plan) From and after the Effective Date, (i) the GUC Trust Administrator may dispose of the GUC Trust Assets free of any restrictions of the Bankruptcy Code, but in accordance with the provisions of the Plan and the GUC Trust Agreement, (ii) the Asbestos Trust Administrator may dispose of the Asbestos Trust Assets free of any restrictions of the Bankruptcy Code, but in accordance with the provisions of the Plan and the Asbestos Trust Agreement, (iii) the Environmental Response Trust Administrative Trustee may dispose of the Environmental Response Trust Assets free of any restrictions of the Bankruptcy Code, but in accordance with the provisions of the Plan, the Environmental Response Trust Agreement, and the Environmental Response Trust Consent Decree and Settlement Agreement, and (iv) the Avoidance Action Trust Administrator may dispose of the Avoidance Action Trust Assets free of any restrictions of the Bankruptcy Code, but in accordance with the provisions of the Plan and the Avoidance Action Trust Agreement, *provided, however,* that the DIP Lenders' liens on the DIP Lenders' Collateral remain fully perfected, nonavoidable, and enforceable with respect to the Cash the DIP Lenders fund into the Trusts as of and following the Effective Date. As of the Effective Date, all assets of the Debtors, the GUC Trust, the Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust shall be free and clear of all Claims and Encumbrances, except as provided in the Plan, the Environmental Response Trust Consent Decree and Settlement Agreement, the Priority Order Sites Consent Decrees and Settlement Agreements, and this Confirmation Order.

7 Approval of Environmental Response Trust Consent Decree and

Settlement Agreement For the reasons stated on the record at the Confirmation Hearing, the Environmental Response Trust Consent Decree and Settlement Agreement is authorized and

approved, as fair, reasonable, and consistent with Environmental Laws and shall become effective on the Effective Date, and the Debtors' obligations thereunder are legal, valid, binding, and enforceable. The Environmental Response Trust Agreement is authorized and approved, and EPLET, LLC is approved and appointed to serve as the Environmental Response Trust Administrative Trustee. The Debtors are authorized to enter into and implement the Environmental Response Trust Consent Decree and Settlement Agreement, and the parties to the Environmental Response Trust Consent Decree and Settlement Agreement are authorized to take all actions necessary to effectuate the relief granted pursuant to this Confirmation Order. In accordance with Paragraphs 32 and 36 of the Environmental Response Trust Consent Decree and Settlement Agreement, the Debtors, on and subject to the occurrence of the Effective Date, shall make a Cash payment to fund (i) the Environmental Response Trust's Minimum Estimated Property Funding Account in an amount equal to \$280,736,131, (ii) the Environmental Response Trust's Administrative Funding Account in an amount no less than \$100,100,000, which amount reflects the amount of no less than \$102,000,000 specified for the Administrative Funding Account by the Environmental Response Trust Consent Decree and Settlement Agreement, less adjustments for administrative expenditures made by the Debtors since January 1, 2011 of \$13,900,000, and increased to reflect (a) the Debtors' payment of an amount no less than \$12,000,000 reflecting certain sales proceeds, as described in Paragraph 23 of this Confirmation Order, and which may be further increased by agreement of the Debtors and the U S Treasury, and (b) all rights and interests of MLC in the collateral and the bond that have been issued to support demolition activities at property in Lansing, Michigan, (iii) \$84,099,794 to the Environmental Response Trust's Long Term OMM Property Funding Account, (iv) \$68,233,823 to the Environmental Response Trust's Cushion Funding Account, (v) \$52,065,197 to the Environmental Response Trust's Reserve Property Funding Account, and (vi) \$40 million to the

Environmental Response Trust's *Administrative Funding Reserve Account* In addition, on and subject to the occurrence of the Effective Date, the Debtors shall pay or cause to be paid any other amounts required to be paid under the terms and provisions of the Environmental Response Trust Consent Decree and Settlement Agreement that have not yet been paid as of the date of the Effective Date MLC and the Environmental Response Trust Administrative Trustee shall perform closing procedures to prepare a final accounting of the \$14,300,000 adjustment to the Environmental Response Trust's Minimum Estimated Property Funding Account and the \$13,900,000 adjustment to the Environmental Response Trust's Administrative Funding Account Such procedures shall be consistent with the requirements of Paragraphs 36(a) and (b) of the Environmental Response Trust Consent Decree and Settlement Agreement, including, but not limited to, any approvals required therein It is anticipated that such procedures will be completed within one hundred twenty (120) days after the Effective Date In the event the adjustments made were in excess of the amounts determined by the final accounting process, then such amount shall be paid by MLC to the Environmental Response Trust If the opposite occurs, then the Environmental Response Trust shall pay such amount to MLC If the Effective Date does not occur on or before March 31, 2011, the \$14,300,000 and \$13,900,000 adjustment amounts may be adjusted by agreement of the Debtors and the United States, consistent with the Environmental Response Trust Consent Decree and Settlement Agreement The establishment and funding of the Environmental Response Trust and the transfer of the Environmental Response Trust Assets to the Environmental Response Trust or any entity formed by the Environmental Response Trust Administrative Trustee shall be in full settlement and satisfaction of all present and future civil environmental liabilities or obligations of the Debtors to the Governmental Authorities, other than the claims and rights reserved in Paragraphs 100 through

104 of the Environmental Response Trust Consent Decree and Settlement Agreement (as to which the United States reserves any right of setoff that may exist or arise)

8 Approval of Priority Order Sites Consent Decrees and Settlement

Agreements For the reasons stated on the record of the Confirmation Hearing, the Priority Order Sites Consent Decrees and Settlement Agreements are authorized and approved, as fair, reasonable, and consistent with Environmental Laws and shall become effective on the Effective Date, and the Debtors' obligations thereunder are legal, valid, binding, and enforceable. The Debtors are authorized to enter into and implement the Priority Order Sites Consent Decrees and Settlement Agreements, and the parties to the Priority Order Sites Consent Decrees and Settlement Agreements are authorized to take all actions necessary to effectuate the relief granted pursuant to this Confirmation Order. The Debtors' payments under the Priority Order Sites Consent Decrees and Settlement Agreements shall be in full settlement and satisfaction of all present and future civil environmental liabilities of the Debtors to the United States on behalf of the United States Environmental Protection Agency, Iowa, Indiana, Ohio, and Wisconsin with respect to the Priority Order Sites, other than any reservations set forth in the applicable Priority Order Sites Consent Decree and Settlement Agreement.

9 Assumption or Rejection of Executory Contracts and Unexpired Leases

(11 U.S.C. § 1123(b)(2)) Pursuant to Section 8.1 of the Plan, all executory contracts and unexpired leases to which any of the Debtors are parties are rejected, except for an executory contract or unexpired lease that (a) has been assumed or rejected pursuant to the order of the Bankruptcy Court approving the 363 Transaction, (b) has been assumed or rejected pursuant to Final Order of the Bankruptcy Court entered prior to the Effective Date, (c) is the subject of a separate motion to assume or reject filed under section 365 of the Bankruptcy Code by the

Debtors no later than thirty (30) days after the Effective Date, or (d) constitutes an Environmental Trust Asset

10 Bar Date for Rejection Damage Claims Pursuant to Section 8.3 of the Plan, if the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to Section 8.1 of the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages, if not heretofore evidenced by a filed proof of Claim, shall be forever barred and shall not be enforceable against the Debtors, the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, and the Avoidance Action Trust Administrator, or any property to be distributed under the Plan, the GUC Trust, the Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtors, the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, and the Avoidance Action Trust Administrator on or before the date that is sixty (60) days after the Effective Date

11 Transfer and Assignment of Postpetition Contracts

(a) Transfer and Assignment of Postpetition Contracts Annexed as Exhibit to Environmental Response Trust Agreement to Environmental Response Trust The Debtors are authorized to assign the postpetition contracts that are annexed as an Exhibit to the Environmental Response Trust Agreement to the Environmental Response Trust. In connection therewith, the Debtors shall provide written notice to each counterparty to such postpetition contracts of the assignment of the contract and the new contract parties for notices thereunder

(b) MSPA-Related Agreements On the Effective Date, the following agreements between one or more of the Debtors and New GM, and any amendments to such agreements, as applicable, shall be transferred and assigned to the Environmental Response

Trust (i) the Master Lease Agreement (Subdivision Properties), dated July 10, 2009, between General Motors Corporation and General Motors Company, (ii) the Letter Agreement, dated June 28, 2010, between General Motors LLC and Motors Liquidation Company regarding the retention pond located at the Pontiac North Campus, 220 East Columbus, Pontiac, MI 48340 (the “**June 28 Letter Agreement**”), (iii) the Master Lease Agreement (Excluded Manufacturing Assets), dated July 10, 2009, between General Motors Corporation and General Motors Company, (iv) the Letter Agreement, dated June 23, 2010, between General Motors LLC and Motors Liquidation Company regarding soil removal activities at Parcel 39A located in Bedford, Indiana, (v) the Letter Agreement, dated November 24, 2010, between General Motors LLC and Motors Liquidation Company that concerns certain equipment located at GMPT - 11032 Tidewater Trail, Fredericksburg, Virginia 22408, (vi) the Access Agreement, dated as of December 13, 2010 (the “**Access Agreement**”), between General Motors LLC and Motors Liquidation Company that concerns property commonly known as GMPT-Parma Stamping, located at 5400 Chevrolet Boulevard, Parma, Ohio, (vii) the Letter Agreement, dated February 24, 2011, between General Motors LLC and Motors Liquidation Company, which amends and supplements the Access Agreement, and (viii) the Transition Services Agreement, dated as of July 10, 2009, between Motors Liquidation Company, Saturn LLC, Saturn Distribution Corporation, Chevrolet-Saturn of Harlem, Inc , and General Motors Company, and any termination notices related thereto (collectively, the “**MSPA-Related Agreements**”)

Notwithstanding any transfers and assignments of the MSPA-Related Agreements to the Environmental Response Trust, Post-Effective Date MLC and the GUC Trust shall be deemed, and shall be entitled as, a third-party beneficiary to enforce any provision of the MSPA necessary to carry out their respective duties

(c) Assignment of Additional Agreements to GUC Trust or Environmental Response Trust by Post-Effective Date MLC Post-Effective Date MLC shall provide at least thirty (30) days' prior written notice to New GM, the GUC Trust Administrator, and the Environmental Response Trust Administrative Trustee of the dissolution of Post-Effective Date MLC, and, within fifteen (15) days thereof, New GM shall notify Post-Effective Date MLC, the GUC Trust Administrator, and the Environmental Response Trust Administrative Trustee of any additional agreements that it believes should be assigned to the GUC Trust or the Environmental Response Trust. Post-Effective Date MLC and New GM shall cooperate with each other in seeking to obtain the transfer and assignment of such additional agreements to the appropriate Trust, subject to the prior written consent of the GUC Trust Administrator or the Environmental Response Trust Administrative Trustee, as the case may be, and if the parties cannot resolve any outstanding issues, the matters will be decided by the Bankruptcy Court. In connection with any assignment of a postpetition contract pursuant to this Paragraph 11(c), Post-Effective Date MLC shall provide written notice to each counterparty to such postpetition contract of the assignment of the contract and the new contact parties for notices thereunder. Nothing in this Paragraph 11(c) shall require the Environmental Response Trust to assume any obligation that is inconsistent with the purposes and funding of the Environmental Response Trust.

12 General Authorizations Each of the Debtors is authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan and any securities issued pursuant to the Plan. The Debtors and their directors, officers, members, agents, and attorneys are authorized and empowered to issue, execute, deliver, file, or record any agreement, document, or security, including, without limitation, the documents contained in the Plan Supplement and the Exhibits.

to the Plan, as modified, amended, and supplemented, in substantially the form included therein, and to take any action necessary or appropriate to implement, effectuate, and consummate the Plan in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, including merger of any of the Debtors and the dissolution of each of the Debtors, and any release, amendment, or restatement of any bylaws, certificates of incorporation, or other organizational documents of the Debtors, whether or not specifically referred to in the Plan or the Plan Supplement, without further order of the Bankruptcy Court, and any or all such documents shall be accepted by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law Pursuant to Section 6.10 of the Plan, the Debtors are authorized to file certificates of cancellation, dissolution, or merger without further action under applicable law, regulation, order, or rule, including, without express or implied limitation, any action by the stockholders, members, or directors (or other governing body) of the Debtors

13 Securities Laws Exemption The offering, issuance, or distribution of the New GM Securities by MLC to the GUC Trust and the Asbestos Trust in accordance with the Plan is exempt from the provisions of Section 5 of the Securities Act of 1933, as amended, and any state or local law requiring registration for the offer, issuance, or distribution of a security by reason of section 1145(a) of the Bankruptcy Code The offering, issuance, or distribution of the New GM Securities by the GUC Trust in accordance with the Plan and, if applicable, by the Asbestos Trust to the holders of beneficial interests in the Asbestos Trust, in each case as a successor to the Debtors under the Plan, is exempt from the provisions of Section 5 of the Securities Act of 1933, as amended, and any state or local law requiring registration for the offer, issuance, or distribution of a security by reason of section 1145(a) of the Bankruptcy Code The offering, issuance, or distribution of units or other beneficial interests in the GUC Trust, the

Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust, each as a successor to the Debtors under the Plan, in accordance with the Plan is exempt from the provisions of Section 5 of the Securities Act of 1933, as amended, and any state or local law requiring registration for the offer, issuance, or distribution of a security by reason of section 1145(a) of the Bankruptcy Code. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or the GUC Trust Agreement, the GUC Trust shall not issue any units or other beneficial interests in the GUC Trust unless and until the GUC Trust receives a favorable ruling from the Division of Corporate Finance of the Securities and Exchange Commission, in a form acceptable to the GUC Trust Administrator in its sole discretion, which provides, among other matters, that the Division of Corporate Finance of the Securities and Exchange Commission would not recommend enforcement action if such units or other beneficial interests are not registered under Section 12(g) of the Securities Exchange Act of 1934, *provided, however*, that if, and only if, the units or other beneficial interests in the GUC Trust are not transferable except by operation of law, the GUC Trust Administrator may waive the requirement of such a ruling in its sole discretion. If issued, the units or other beneficial interests in the GUC Trust shall be transferable to the extent that the transferability thereof would not require the GUC Trust to register the beneficial interests under Section 12(g) of the Securities Exchange Act of 1934, as amended, and otherwise shall not be transferable except as provided in the GUC Trust Agreement.

14     Sale of New GM Warrants About to Expire     During the one hundred twenty (120) days preceding the expiration of the New GM Warrants, the GUC Trust Administrator shall have the authority to sell any New GM Warrants remaining in the GUC Trust, whether held in a reserve for Disputed General Unsecured Claims or otherwise, and distribute the proceeds thereof to holders of Allowed General Unsecured Claims and/or GUC

Trust Units, as applicable, consistent with, and as provided in, the Plan. Any such sale shall be made in compliance with an applicable exemption from the registration requirements of the Securities Act of 1933, as amended, and any equivalent securities law provisions under state law, other than section 1145(a) of the Bankruptcy Code, which is not available for such sale. For the avoidance of doubt, any holder of an Allowed General Unsecured Claim and/or GUC Trust Unit, as applicable, that is entitled to receive such New GM Warrants shall receive only the net cash proceeds, if any, of the sold New GM Warrants that the GUC Trust Administrator received upon such sale.

15     Sale of New GM Securities Pursuant to GUC Trust Agreement. The GUC Trust Agreement provides that the GUC Trust Administrator or Post-Effective Date MLC, as applicable, may sell New GM Securities that are held by the GUC Trust or Post-Effective Date MLC, as applicable, under certain limited circumstances, such as to fund Reporting and Transfer Costs (as defined in the GUC Trust Agreement) and where the Wind-Down Budget Cash (as defined in the GUC Trust Agreement) is not sufficient to satisfy the current and projected fees, costs, and expenses of the GUC Trust. To the extent any such sale is performed by Post-Effective Date MLC, the Cash proceeds thereof shall be transferred to the GUC Trust in accordance with the provisions of the GUC Trust Agreement, but in any event no later than December 29, 2011. Any such sale by either the GUC Trust Administrator or Post-Effective Date MLC shall be made in compliance with an applicable exemption from the registration requirements of the Securities Act of 1933, as amended, and any equivalent securities law provisions under state law, other than section 1145(a) of the Bankruptcy Code, which is not available for such sale.

16     Substantive Consolidation. Subject to the occurrence of the Effective Date, each of the Debtors shall be deemed merged into MLC solely for purposes of the Plan, and

(a) all assets and all liabilities of the Debtors shall be deemed merged into MLC, (b) all guaranties of any Debtor of the payment, performance, or collection of obligations of another Debtor shall be eliminated and cancelled, (c) any obligation of any Debtor and all guaranties thereof executed by one or more of the other Debtors shall be treated as a single obligation, and such guaranties shall be deemed a single Claim against the consolidated Debtors, (d) all joint obligations of two or more Debtors and all multiple Claims against such entities on account of such joint obligations shall be treated and allowed only as a single Claim against the consolidated Debtors, (e) all Claims between or among the Debtors shall be cancelled, and (f) each Claim filed in the Chapter 11 Case of any Debtor shall be deemed filed against the consolidated Debtors and a single obligation of the consolidated Debtors on and after the Effective Date

17 Plan Supplement and Exhibits to the Plan The documents contained in the Plan Supplement and Exhibits to the Plan and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Debtors at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery, and performance thereof by the Debtors, the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, and the Avoidance Action Trust Administrator, as applicable, are authorized and approved, including, but not limited to, the GUC Trust Agreement, the Asbestos Trust Agreement, the Environmental Response Trust Agreement, and the Avoidance Action Trust Agreement

18 Governmental Approvals Not Required Except as otherwise expressly provided in this Confirmation Order, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other

governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, and any documents, instruments, or agreements, and any amendments or modifications thereto

19 Each federal, state, commonwealth, local, foreign, or other governmental agency is directed and authorized to accept the validity of (a) any and all documents, trust agreements, mortgages, and instruments and (b) all actions of the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, and the Avoidance Action Trust Administrator and those acting on their behalf, that are necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan, this Confirmation Order, and the agreements created or contemplated by the Plan, including, but not limited to, the GUC Trust Agreement, the Asbestos Trust Agreement, the Environmental Response Trust Agreement, and the Avoidance Action Trust Agreement, without payment of any recording tax, stamp tax, transfer tax, or similar tax imposed by state or local law

20 Special Provision Concerning Distributions to Governmental Units To the extent that any governmental unit can demonstrate, to the satisfaction of the GUC Trust Administrator in its sole discretion, that such governmental unit is precluded by applicable law from accepting and owning New GM Securities, the GUC Trust Administrator shall be authorized in accordance with the provisions of the GUC Trust Agreement, but shall not be required, to sell the New GM Securities that would otherwise be distributable to such governmental unit and distribute the proceeds of such sale, net of brokerage commissions and other expenses, to such governmental unit in lieu of any distribution of New GM Securities. Prior to December 15, 2011, any such sale shall be made by Post-Effective Date MLC at the request of the GUC Trust Administrator and the Cash proceeds thereof, net of brokerage

commissions and other expenses, shall be transferred for distribution to the GUC Trust in accordance with the provisions of the GUC Trust Agreement. Any sale of New GM Securities performed pursuant to this Paragraph shall be made in compliance with an applicable exemption from the registration requirements of the Securities Act of 1933, as amended, and any equivalent securities law provisions under state law (it being understood that section 1145 of the Bankruptcy Code is not available for such purposes)

21 Transfer of Permits and Other Regulatory Authorizations or Consents to the Environmental Response Trust This Confirmation Order authorizes the Environmental Response Trust to own the Environmental Response Trust Properties as of and after the Effective Date and on an interim basis succeed to all permits, licenses, consents, and other regulatory approvals issued for the Environmental Response Trust Properties in the name, and for the benefit, of the Debtors until such permits, licenses, consents, and other regulatory approvals have been transferred to the Environmental Response Trust or modified or re-issued in the name of the Environmental Response Trust, and the Environmental Response Trust shall comply with all applicable terms and conditions of the permits, licenses, consents, and other regulatory approvals as of and after the Effective Date. After the Effective Date, the Debtors and the Environmental Response Trust shall use all due diligence and undertake commercially reasonable efforts to effectuate the transfer of any permits, licenses, consents, and other regulatory approvals to the Environmental Response Trust, including providing such information and signatures that would be reasonably necessary to effectuate such transfers.

22 Exemption from Certain Taxes Pursuant to section 1146(a) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, leases, bills of sale, assignments, or other instruments of transfer executed

in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the GUC Trust, the Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust) shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax

23     Effective Date Payments and Transfers by the Debtors Pursuant to Section 5.2(a) of the Plan, on the Effective Date, or as soon thereafter as is reasonably practicable, the Debtors shall (a) remit to holders of Allowed Administrative Expenses (except as otherwise provided in the Plan), Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and, if applicable, Allowed Secured Claims an amount in Cash equal to the Allowed amount of such Claims, (b) transfer the GUC Trust Assets (other than the New GM Securities and the Residual Wind-Down Assets) to the GUC Trust free and clear of all liens, claims, and encumbrances, but subject to any obligations imposed by the Plan, on behalf of holders of General Unsecured Claims, (c) transfer the Asbestos Trust Assets to the Asbestos Trust free and clear of all liens, claims, and encumbrances, but subject to any obligations imposed by the Plan, on behalf of holders of Asbestos Personal Injury Claims, (d) transfer the Environmental Response Trust Assets, including the proceeds of the sale of certain Environmental Response Trust Assets (in an amount no less than \$12 million to be agreed upon by the Debtors and the U S Treasury) obtained prior to the Effective Date that have been placed in a segregated account of MLC (the “**Asset Sale Proceeds Account**”), to the Environmental Response Trust or to one or more companies or subsidiaries or affiliates or other entity or entities of the Environmental Response Trust or the Environmental Response Trust Administrative Trustee, free and clear of all liens, claims, and encumbrances (except for any statutory liens for property and ad valorem taxes not yet due and payable and all liens, claims, or security interests of the DIP Lenders under the DIP Credit Agreement and any order of the Bankruptcy Court approving the DIP Credit

Agreement (the “**Excepted Liens**”), but subject to any obligations imposed by the Plan, on behalf of holders of Property Environmental Claims, and (e) reserve Cash for the Indenture Trustee/Fiscal and Paying Agent Reserve Cash, which Cash shall be distributed to the Indenture Trustees and Fiscal and Paying Agents, as applicable, upon submission of documented invoices (in customary form) to the Debtors prior to December 15, 2011, or, thereafter, to the GUC Trust Administrator in accordance with Section 6 2(f) of the Plan without the necessity of making application to the Bankruptcy Court. The Debtors shall remit and transfer to the holders of Allowed DIP Credit Agreement Claims the payments and distributions provided for in Section 2 4 of the Plan. All holders of liens and encumbrances (other than holders of Excepted Liens) with respect to the Environmental Response Trust Assets are directed to remove their respective liens and encumbrances from the Environmental Response Trust Assets immediately subsequent to the Effective Date.

24 On the Avoidance Action Trust Transfer Date, the Debtors shall transfer the Avoidance Action Trust Assets to the Avoidance Action Trust (except with respect to the remaining assets of MLC upon its dissolution, which shall be transferred to the Avoidance Action Trust, if accepted by the Avoidance Action Trust in the sole discretion of the Avoidance Action Trust Administrator as set forth in, and in accordance with, Section 6 10 of the Plan)

25 DIP Credit Agreement Claims The DIP Lenders shall have an Allowed Administrative Expense for the total amount due under the DIP Credit Agreement as of the Effective Date, ratably in accordance with their respective interests in the DIP Credit Agreement Claims, subject to any applicable provisions of (A) paragraph 5 of the Final Order approving the DIP Credit Agreement (ECF No. 2529) and (B) the Final Order approving the amendment to the DIP Credit Agreement to provide for the Debtors’ postpetition wind-down financing (ECF No. 2969). The Debtors shall pay on account of the amounts outstanding under the DIP Credit

Agreement an amount equal to all Cash and Cash equivalents, if any, remaining after funding all obligations and amounts to be funded under the Plan (including the GUC Trust Administrative Fund, the Cash portion of the Asbestos Trust, the Environmental Response Trust Administrative Account, the Avoidance Action Trust Administrative Cash, and the Indenture Trustee/Fiscal and Paying Agent Reserve Cash, and such amounts necessary to satisfy payment of and funding to reconcile Administrative Expenses, Priority Tax Claims, Priority Non-Tax Claims, and Secured Claims), subject to the terms of the Plan, the Budget, and this Confirmation Order. To the extent it is determined that the DIP Lenders are entitled to any proceeds of the Term Loan Avoidance Action either by (a) mutual agreement between the U S Treasury and the Creditors' Committee or (b) Final Order, the DIP Lenders shall receive the proceeds of the Term Loan Avoidance Action in accordance with Sections 4.3 and 6.5 of the Plan and the Avoidance Action Trust Agreement. Notwithstanding anything to the contrary in the Plan, (i) if any of the DIP Lenders' Collateral (including the DIP Lenders' Avoidance Assets) are not distributed pursuant to the Plan, such DIP Lenders' Collateral shall be distributed to the DIP Lenders ratably in accordance with their respective interests in the DIP Credit Agreement Claims, and (ii) the DIP Lenders shall (x) have the sole right to collect on, prosecute, designate another party to prosecute, assign, or waive the DIP Lenders' Avoidance Actions and the sole right to recover from or assign the DIP Lenders' Avoidance Assets and (y) be entitled to any Cash, Cash equivalents, proceeds, or other DIP Lenders' Collateral as set forth in Section 5.2(b) of the Plan. The Asbestos Insurance Assets shall be held in and administered by the Asbestos Insurance Assets Trust for the benefit of the DIP Lenders as the DIP Lenders' Collateral. At such time as all payments in respect of the DIP Credit Agreement Claims have been made pursuant to the Plan, any outstanding balance of the DIP Credit Agreement Claims shall be cancelled. Notwithstanding the foregoing, the DIP Credit Agreement Claims shall remain outstanding until such time as the Term Loan Avoidance Action

Beneficiaries are determined either by (x) mutual agreement between the U S Treasury and the Creditors' Committee or (y) Final Order Neither the entry of this Confirmation Order nor any provision hereof shall prejudice or enhance the competing arguments of the DIP Lenders or of the Creditors' Committee with respect to the entitlement of the DIP Lenders or the holders of General Unsecured Claims to the Term Loan Avoidance Action, the proceeds thereof, or the interests in the Avoidance Action Trust Notwithstanding any provisions of the Plan or the GUC Trust Agreement, the DIP Credit Agreement Claims shall not be payable out of the New GM Securities or any proceeds, dividends, or distributions received on account thereof

26 Asbestos Insurance Assets If any Asbestos Insurance Assets are transferred to the Asbestos Insurance Assets Trust, the Asbestos Insurance Assets Trust shall assume all liability for premiums, deductibles, retrospective premium adjustments, security or collateral arrangements, or any other charges, costs, fees, or expenses (if any) that become due to any insurer in connection with the Asbestos Insurance Assets with respect to Asbestos Personal Injury Claims, asbestos-related claims against Entities insured under policies included in the Asbestos Insurance Assets by reason of vendor's endorsements, or under the indemnity provisions of settlement agreements that the Debtors made with various insurers prior to the Commencement Date to the extent that those indemnity provisions relate to Asbestos Personal Injury Claims, and the Debtors shall have no further financial or other responsibility for any of the foregoing Upon delivery of the Asbestos Insurance Assets to the Asbestos Insurance Assets Trust, the Debtors and their successors and assigns shall be released from all liability with respect to the delivery of such assets The Debtors shall cooperate with the Asbestos Insurance Assets Trust and the entity appointed to serve as administrator of the Asbestos Insurance Assets Trust and use commercially reasonable efforts to take or cause to be taken all appropriate actions and do or cause to be done all things necessary or appropriate to effectuate the transfer of the

Asbestos Insurance Assets to the Asbestos Insurance Assets Trust. By way of enumeration and not of limitation, the Debtors shall be obligated, to the extent practicable, to (i) provide the Asbestos Insurance Assets Trust with copies of insurance policies and settlement agreements included within or relating to the Asbestos Insurance Assets and (ii) execute further assignments or allow the Asbestos Insurance Assets Trust to pursue claims relating to the Asbestos Insurance Assets in its name (subject to appropriate disclosure of the fact that the Asbestos Insurance Assets Trust is doing so and the reasons why it is doing so), including by means of arbitration, alternative dispute resolution proceedings, or litigation, to the extent necessary or helpful to the efforts of the Asbestos Insurance Assets Trust to obtain insurance coverage under the Asbestos Insurance Assets. In cooperation with the Asbestos Insurance Assets Trust, the Debtors shall not be obligated to incur or pay any expense other than pursuant to the Budget and any successor budget referred to in Paragraph 47 of this Confirmation Order.

27 Repayment of Excess Cash to DIP Lenders. If the Debtors have any Cash remaining after (a) transferring the GUC Trust Assets to the GUC Trust, including the funding of the GUC Trust Administrative Fund and the transfer of the Indenture Trustee/Fiscal and Paying Agent Reserve Cash in accordance with Section 6.2 of the Plan, (b) transferring the Asbestos Trust Assets to the Asbestos Trust, (c) transferring the Environmental Response Trust Assets to the Environmental Response Trust, including the funding of the Environmental Response Trust Administrative Funding Account, (d) transferring the Avoidance Action Trust Assets to the Avoidance Action Trust, including the funding of the Avoidance Action Trust Administrative Cash, (e) the resolution (and the payment, to the extent Allowed) of all Disputed Administrative Expenses (including compensation and reimbursement of expenses under sections 330 or 503 of the Bankruptcy Code, Disputed Priority Tax Claims, Disputed DIP Credit Agreement Claims, Disputed Priority Non-Tax Claims, and Disputed Secured Claims), (f) the payment in full of all

Allowed Administrative Expenses (including any compensation and reimbursement of expenses to the extent allowed by Final Order under sections 330 or 503 of the Bankruptcy Code), Allowed Priority Tax Claims, Allowed DIP Credit Agreement Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims, and (g) completing the acts described in Section 6.10 of the Plan, the Debtors shall pay such Cash to the DIP Lenders by wire transfer of immediately available funds to an account designated by the U S Treasury and EDC, respectively, ratably in accordance with their respective interests in the DIP Credit Agreement Claims, *provided, however,* that to the extent any Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims are not satisfied at the time of MLC's dissolution, such Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims, together with sufficient Cash reserves to satisfy and make distributions on account of such Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims, shall be transferred to the GUC Trust. In the event any Cash remains in the GUC Trust Administrative Fund, the Avoidance Action Trust Administrative Cash, or the Indenture Trustee/Fiscal and Paying Agent Reserve Cash after all the obligations imposed on the GUC Trust Administrator, the Avoidance Action Trust Administrator, the Indenture Trustees, or the Fiscal and Paying Agents, respectively, and the GUC Trust and the Avoidance Action Trust, respectively, pursuant to the Plan, the GUC Trust Agreement, and the Avoidance Action Trust Agreement, respectively, have been satisfied, the GUC Trust Administrator and the Avoidance Action Trust Administrator, respectively, shall pay such Cash to the DIP Lenders by wire transfer of immediately available funds to an account designated by the U S Treasury and by EDC, respectively, ratably in accordance with their respective interests in the DIP Credit Agreement Claims. If the GUC Trust Administrator determines to close the Chapter 11 Cases in

accordance with Section 6 2(q) of the Plan, the GUC Trust Administrator shall repay the Cash from the balance of the GUC Trust Administrative Fund after reserving any amounts necessary to close the Chapter 11 Cases to the DIP Lenders by wire transfer of immediately available funds to an account designated by the U S Treasury and by EDC, respectively, ratably in accordance with their respective interests in the DIP Credit Agreement Claims

28 Notwithstanding anything to the contrary in Section 4 3 of the Plan, all proceeds of the Term Loan Avoidance Action shall be applied first to pay the DIP Lenders (a) all amounts expended to fund the costs and expenses associated with realizing such proceeds, including, without limitation, any such amounts expended to fund the costs and expenses of professionals retained by the defendants in the Term Loan Avoidance Action and (b) without duplication, the amount of the Avoidance Action Trust Administrative Cash

29 Asbestos Personal Injury Claims On the Effective Date, or as soon thereafter as is reasonably practicable, all Asbestos Personal Injury Claims shall be channeled to the Asbestos Trust and all Asbestos Personal Injury Claims shall be satisfied in accordance with the terms of the Asbestos Trust, the Asbestos Trust Distribution Procedures, and the Asbestos Trust Agreement As a result, each Asbestos Personal Injury Claim need not be addressed by the Debtors The sole recourse of the holders of Asbestos Personal Injury Claims in their capacities as such shall be from the Asbestos Trust, and such holders shall have no right whatsoever at any time to assert their respective Asbestos Personal Injury Claims against any Protected Party, provided that the Asbestos Trust Claim shall be entitled to the same distributions from the GUC Trust and the Avoidance Action Trust, as applicable, as an Allowed General Unsecured Claim in Class 3 Without limiting the foregoing, on the Effective Date, all Entities shall be permanently stayed, restrained, and enjoined from taking any of the following actions for the purpose of, directly or indirectly, collecting, recovering, or receiving payment of, on, or with respect to any

Asbestos Personal Injury Claim (other than actions brought to enforce any right or obligation under the Plan, any Exhibits to the Plan, the Plan Supplement, or any other agreement or instrument between the Debtors and the Asbestos Trust, which actions shall be in conformity and compliance with the provisions hereof and other than the right of the Allowed Asbestos Trust Claim to receive distributions from the GUC Trust and the Avoidance Action Trust, as applicable) (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding (including, without limitation, a judicial, arbitral, administrative, or other proceeding) in any forum against any Protected Party or any property or interests in property of any Protected Party, (ii) enforcing, levying, attaching (including without limitation, any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interests in property of any Protected Party, (iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party, and (v) proceeding in any manner in any place with regard to any matter that is subject to resolution pursuant to the Asbestos Trust Agreement, except in conformity and compliance therewith Nothing in the Plan, including the fact that New GM is not included in the definition of Protected Party in Section 1.115 of the Plan, shall in any way modify or limit any protections or rights afforded to New GM under or in connection with the Bankruptcy Court order approving the 363 Transaction Unless there is a material adverse consequence to the Debtors or their estates notwithstanding any provision in the Plan to the contrary, the initial distribution under the Plan

with respect to the Asbestos Trust Claim shall be made directly to the Asbestos Trust rather than through the GUC Trust or the Avoidance Action Trust. Any subsequent distributions under the Plan with respect to the Asbestos Trust Claim shall be made in accordance with the Plan.

30     Establishment of Trusts This Confirmation Order authorizes (a) the creation and implementation of the GUC Trust, the Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust in accordance with the terms of this Confirmation Order, the Plan, the GUC Trust Agreement, the Asbestos Trust Agreement, the Environmental Response Trust Agreement, and the Avoidance Action Trust Agreement, and (b) the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, and the Avoidance Action Trust Administrator to accomplish the purposes of the GUC Trust, the Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust, respectively, as set forth in the GUC Trust Agreement, the Asbestos Trust Agreement, the Environmental Response Trust Agreement, and the Avoidance Action Trust Agreement, respectively, notwithstanding any otherwise applicable nonbankruptcy law.

31     Role of GUC Trust Administrator The GUC Trust Administrator shall (a) have the power and authority to hold, manage, sell, and invest the GUC Trust Assets, and distribute to the holders of Allowed General Unsecured Claims and holders of GUC Trust Units the GUC Trust Distributable Assets and the Other GUC Trust Administrative Cash (each as defined in the GUC Trust Agreement), (b) hold the GUC Trust Assets for the benefit of the holders of Allowed General Unsecured Claims, (c) have the power and authority to hold, manage, sell, invest, and distribute the GUC Trust Assets obtained through the exercise of its power and authority, (d) have the power and authority to prosecute and resolve (x) objections to Disputed General Unsecured Claims and (y) subject to obtaining any applicable consent from MLC or Post-Effective Date MLC, as the case may be, and any necessary approval of the

Bankruptcy Court, any claims for equitable subordination and recharacterization in connection with such objections, (e) have the power and authority to perform such other functions as are provided in the Plan and the GUC Trust Agreement, (f) have the power and authority to administer the closure of the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules, (g) if the Residual Wind-Down Assets are transferred to the GUC Trust upon the dissolution of MLC, then the GUC Trust Administrator shall have the authority to prosecute, resolve objections, and satisfy the Disputed Administrative Expenses, the Disputed Priority Tax Claims, the Disputed Priority Non-Tax Claims, and the Disputed Secured Claims, and (h) take such actions necessary to wind down the Debtors' estates solely as contemplated by and in accordance with the GUC Trust Agreement. The GUC Trust Administrator shall be responsible for all decisions and duties with respect to the GUC Trust and the GUC Trust Assets and shall file periodic public reports on the status of claims reconciliation and distributions. In all circumstances, the GUC Trust Administrator shall act in the best interests of all beneficiaries of the GUC Trust and in furtherance of the purpose of the GUC Trust, and in accordance with the GUC Trust Agreement and not in its own best interest as a creditor (to the extent the GUC Trust Administrator is a creditor). Upon the dissolution of MLC, (i) the Indenture Trustee/Fiscal and Paying Agent Reserve Cash shall be transferred to the GUC Trust and the GUC Trust Administrator shall distribute funds to the Indenture Trustees and the Fiscal and Paying Agents from the Indenture Trustee/Fiscal and Paying Agent Reserve Cash as required, and (ii) the Residual Wind-Down Assets shall be transferred to the GUC Trust. As of the conclusion of the Confirmation Hearing, the GUC Trust Administrator shall have the power and authority to take such actions and perform such acts as may be necessary, desirable, or appropriate to comply with or implement the Plan or the GUC Trust Agreement and shall have the authority to take all actions as may be necessary, desirable, or appropriate to effect any transaction described in,

approved by, contemplated by, or necessary to effectuate the Plan or the GUC Trust Agreement, including, but not limited to (i) executing and delivering appropriate agreements on behalf of the GUC Trust (including, but not limited to, retention agreements with Trust Professionals (as defined in the GUC Trust Agreement)), (ii) opening bank, securities, or other accounts in the name of the GUC Trust, the GUC Trust Administrator, and/or any other name, including, but not limited to, bank accounts and securities accounts in the name of beneficiaries of the GUC Trust (including, but not limited to, any accounts at transfer agents or the Depository Trust Company as necessary to receive the New GM Securities or create and issue the beneficial interests in the GUC Trust), and (iii) filing appropriate certificates, statements, requests, and demands with all government and non-governmental agencies (including, but not limited to, the Securities and Exchange Commission and the Depository Trust Company) On and after the Effective Date, with respect to settling Claims that are not a *De Minimis* Settlement Amount (as defined in the Bankruptcy Court Order approving the Claim Settlement Procedures (ECF No 4180)) but is less than or equal to \$50 million, the GUC Trust Administrator shall take the place of the Debtors and the requirement of obtaining the approval of the Creditors' Committee shall be eliminated

32     Role of GUC Trust Monitor The GUC Trust Monitor shall oversee the activities of the GUC Trust Administrator as set forth in the GUC Trust Agreement The GUC Trust Administrator shall report material matters to, and seek approval for material decisions from, the GUC Trust Monitor, as and to the extent set forth in the GUC Trust Agreement Without limiting the foregoing, the GUC Trust Administrator shall obtain the approval of the GUC Trust Monitor with respect to settlements of Disputed General Unsecured Claims above a certain threshold and present periodic reports to the GUC Trust Monitor on the GUC Trust distributions and Budget (as defined in the GUC Trust Agreement) In all circumstances, the

GUC Trust Monitor shall act in the best interests of all beneficiaries of the GUC Trust, in furtherance of the purpose of the GUC Trust, and in accordance with the GUC Trust Agreement

33     Role of Asbestos Trust Administrator   The Asbestos Trust Administrator, who shall serve in a capacity distinct from the Delaware Trustee (as defined in the Asbestos Trust Agreement) shall (i) have the power and authority to hold, manage, sell, invest, and distribute the Asbestos Trust Assets to the holders of Asbestos Personal Injury Claims, (ii) hold the Asbestos Trust Assets for the benefit of the holders of Asbestos Personal Injury Claims, (iii) have the power and authority to hold, manage, sell, and distribute the Asbestos Trust Assets obtained through the exercise of its power and authority, (iv) have the power and authority to prosecute and resolve objections to Asbestos Personal Injury Claims, and (v) have the power and authority to perform such other functions as are provided in the Plan and the Asbestos Trust Agreement. The Asbestos Trust Administrator shall be responsible for all decisions and duties with respect to the Asbestos Trust and the Asbestos Trust Assets. In all circumstances, the Asbestos Trust Administrator shall act in the best interests of all beneficiaries of the Asbestos Trust and in furtherance of the purpose of the Asbestos Trust. As of the conclusion of the Confirmation Hearing, the Asbestos Trust Administrator shall have the power and authority to take such actions and perform such acts as may be necessary, desirable, or appropriate to comply with or implement the Plan or the Asbestos Trust Agreement, including, but not limited to, (i) initiating or otherwise engaging in necessary organizational activity with regard to the Asbestos Trust, consistent with the Asbestos Trust Agreement and (ii) retaining professionals, including, but not limited to, attorneys, investment advisors, and an executive director, which may include Analysis, Research and Planning Corporation, the consulting firm currently engaged by the Future Claimants' Representative. Compensation and reimbursement of the Asbestos Trust Administrator and the professionals retained by him for services rendered or expenses incurred

pending the Effective Date, as well as all other costs incurred in organizational activity of the Asbestos Trust, shall be the sole responsibility of the Asbestos Trust and shall be payable solely from the Asbestos Trust Assets as costs of organizing the Asbestos Trust

34 Role of Environmental Response Trust Administrative Trustee The

Environmental Response Trust Administrative Trustee shall be responsible for implementing the purpose of the Environmental Response Trust, including overseeing the development of budgets, retaining and overseeing professionals to conduct Environmental Actions, entering into and overseeing the implementation of all contracts binding the Environmental Response Trust, executing agreements, preparing and filing all required plans and reports with the applicable Governmental Authorities, handling accounting and legal matters for the Environmental Response Trust, establishing funding objectives, monitoring the performance of the staff, and other administrative tasks, and shall carry out and implement the Environmental Response Trust Agreement and the Environmental Response Trust Consent Decree and Settlement Agreement. Such authority shall include, without limitation, the formation and/or ownership, by the Environmental Response Trust or the Environmental Response Trust Administrative Trustee, of one or more companies, subsidiaries, affiliates, or other entities to perform or fulfill duties, functions, and responsibilities deemed appropriate by the Environmental Response Trust Administrative Trustee, including, without limitation, ownership of real and other property, to accomplish the purposes of the Environmental Response Trust and not otherwise inconsistent with this Confirmation Order, the Plan, or the Environmental Response Trust Agreement. The Environmental Response Trust Administrative Trustee shall not be authorized to engage in any trade or business with respect to the Environmental Response Trust Assets. As of the conclusion of the Confirmation Hearing, the Environmental Response Trust Administrative Trustee shall have the power and authority to take such actions as the Environmental Response Trust

Administrative Trustee reasonably deems necessary to prepare for the occurrence of the Effective Date, including, but not limited to and carry out and implement the Environmental Response Trust Agreement and the Environmental Response Trust Consent Decree and Settlement Agreement, including, but not limited to, (i) taking actions intended to achieve or maintain compliance with applicable law, (ii) taking actions (subject to the occurrence of the Effective Date) to transfer permits and/or other authorizations consistent with the purposes of the Environmental Response Trust, (iii) negotiating and/or entering into agreements, consent decrees, and administrative orders (the effectiveness of all of which shall be subject to the occurrence of the Effective Date), (iv) negotiating the content of and/or signing documents concerning registrations of the Environmental Response Trust (the effectiveness all of which shall be subject to the occurrence of the Effective Date), (v) negotiating and entering into agreements in order to establish accounts with banks or comparable institutions (the effectiveness all of which shall be subject to the occurrence of the Effective Date), (vi) retaining professionals, and (vii) taking actions that would facilitate the employment of Environmental Response Trust personnel. All costs and expenses associated with the foregoing shall be paid by the Environmental Response Trust subsequent to the Effective Date, subject to the terms of the Environmental Response Trust Consent Decree and Settlement Agreement and the Environmental Response Trust Agreement.

35     Role of Avoidance Action Trust Administrator     The Avoidance Action Trust Administrator shall (i) have the power and authority to hold and manage the Avoidance Action Trust Assets, (ii) hold the Avoidance Action Trust Assets for the benefit of the beneficiaries of the Avoidance Action Trust, (iii) have the power and authority to prosecute and resolve (in consultation with the U.S. Treasury so long as the holders of DIP Credit Agreement Claims continue to be a Term Loan Avoidance Action Beneficiary), in the name of the Debtors

and/or the names of the Avoidance Action Trust Administrator, the Term Loan Avoidance Action, (iv) have the power and authority to invest and distribute to the Term Loan Avoidance Action Beneficiaries any proceeds of the Term Loan Avoidance Action, (v) have the power to sell, transfer, prosecute, resolve, or otherwise realize upon all other Avoidance Action Trust Assets, (vi) have the power and authority to invest and distribute to the holders of the DIP Credit Agreement Claims any proceeds of any remaining assets of MLC that are transferred to the Avoidance Action Trust in accordance with Section 6.10 of the Plan, and (vii) have the power and authority to perform such other functions as are provided in the Plan and the Avoidance Action Trust Agreement. The Avoidance Action Trust Administrator shall be responsible for all decisions and duties with respect to the Avoidance Action Trust and the Avoidance Action Trust Assets. In all circumstances, the Avoidance Action Trust Administrator shall act in the best interests of the beneficiaries of the Avoidance Action Trust and in furtherance of the purpose of the Avoidance Action Trust. Prior to the Avoidance Action Trust Transfer Date, the Term Loan Avoidance Action shall be prosecuted, resolved, and administered by the Creditors' Committee. All expenses incurred in connection with the prosecution of the Term Loan Avoidance Action (whether prior to or after the Avoidance Action Trust Transfer Date) shall be funded by the Avoidance Action Trust Administrative Cash, subject to the provisions of the Budget and the terms of the Avoidance Action Trust Agreement. As of the conclusion of the Confirmation Hearing, the Avoidance Action Trust Administrator shall have the power and authority to take such actions and perform such acts as may be necessary, desirable, or appropriate to comply with or implement the Plan or the Avoidance Action Trust Agreement and shall have the authority to take all actions as may be necessary, desirable, or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan or the Avoidance Action Trust Agreement, including, but not limited to, (i) executing and delivering appropriate

agreements on behalf of the Avoidance Action Trust (including, but not limited to, retention agreements with Trust Professionals (as defined in the Avoidance Action Trust Agreement)), (ii) opening bank accounts and securities accounts in the name of the Avoidance Action Trust and/or the Avoidance Action Trust Administrator, and (iii) filing appropriate certificates, statements, requests, and demands with all government and non-governmental agencies (including, but not limited to, the Securities and Exchange Commission and the Depository Trust Company) Upon the dissolution of MLC, any remaining assets of MLC that have not been transferred to the GUC Trust, the Asbestos Trust, or the Environmental Response Trust that the Avoidance Action Trust Administrator, in his sole discretion, elects to accept shall be transferred to the Avoidance Action Trust

36     Role of Avoidance Action Trust Monitor In furtherance of and consistent with the purpose of the Avoidance Action Trust and the Plan, the Avoidance Action Trust Monitor shall oversee the activities of the Avoidance Action Trust Administrator as set forth in the Avoidance Action Trust Agreement The Avoidance Action Trust Administrator shall report material matters to, and seek approval for material decisions from, the Avoidance Action Trust Monitor, as and to the extent set forth in the Avoidance Action Trust Agreement Without limiting the foregoing, the Avoidance Action Trust Administrator shall obtain the approval of the Avoidance Action Trust Monitor with respect to settlements of the Avoidance Action Trust Assets and present periodic reports to the Avoidance Action Trust Monitor on the Avoidance Action Trust distributions and budget In all circumstances, the Avoidance Action Trust Monitor shall act in the best interests of the beneficiaries of the Avoidance Action Trust, in furtherance of the purpose of the Avoidance Action Trust, and in accordance with the Avoidance Action Trust Agreement

37     Costs and Expenses of GUC Trust   The costs and expenses of the GUC Trust, including the fees and expenses of the GUC Trust Administrator, the GUC Trust Monitor, and all retained professionals, shall be paid out of (i) the GUC Trust Administrative Fund, subject to the provisions of the Budget and the terms of the GUC Trust Agreement, (ii) Other GUC Trust Administrative Cash (as defined in the GUC Trust Agreement) in the manner set forth in the GUC Trust Agreement, and/or (iii) the Residual Wind-Down Assets, in the manner set forth in the GUC Trust Agreement. To the extent that such costs and expenses exceed the Budget, the Wind-Down Budget Cash (as defined in the GUC Trust Agreement) shall not be used to cover any such additional costs and expenses.

38     Wind-Down of the Debtors   Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or the GUC Trust Agreement, if the Residual Wind-Down Assets are not transferred to the GUC Trust, the GUC Trust and the GUC Trust Administrator shall have no obligations and shall incur no liabilities with respect to the resolution of Administrative Expenses, Priority Tax Claims, Priority Non-Tax Claims, and Secured Claims.

39     Costs and Expenses of Asbestos Trust   The costs and expenses of the Asbestos Trust, including the fees and expenses of the Asbestos Trust Administrator and its retained professionals, shall, subject to the terms of the Asbestos Trust Agreement, be paid first out of the \$2 million in Cash in the Asbestos Trust Assets and then out of the other Asbestos Trust Assets.

40     Costs and Expenses of Avoidance Action Trust   The costs and expenses of the Avoidance Action Trust, including the fees and expenses of the Avoidance Action Trust Administrator, the Avoidance Action Trust Monitor, and all retained professionals, shall be paid out of the Avoidance Action Trust Assets, subject to the provisions of the Budget and the terms of the Avoidance Action Trust Agreement. Fees and expenses incurred in connection with the

prosecution and settlement of the Term Loan Avoidance Action shall be considered costs and expenses of the Avoidance Action Trust, subject to the provisions of the Budget and the terms of the Avoidance Action Trust Agreement. To the extent that such costs and expenses exceed the Budget, the Avoidance Action Trust Administrative Cash shall not be used to cover any such additional costs and expenses.

41 Establishment of Trusts The GUC Trust, the Asbestos Trust, the Environmental Response Trust, and the Avoidance Action Trust may be established prior to the Effective Date to the extent necessary, desirable, or appropriate to effectuate the Plan.

42 No Reserve for Disallowed or Expunged Claims None of the Debtors, the GUC Trust, or the Avoidance Action Trust shall be required to establish reserves for Claims that have been disallowed or expunged by order of the Bankruptcy Court in the absence of an order of the Bankruptcy Court expressly directing the Debtor to establish a reserve.

43 Books and Records MLC shall comply with its obligations under the Environmental Response Trust Consent Decree and Settlement Agreement to provide documents, other records, and/or information to the Environmental Response Trust Administrative Trustee. Upon the Effective Date, MLC shall transfer and assign to the GUC Trust full title to, and the GUC Trust shall be authorized to take possession of, all of the books and records of the Debtors, with the exception of those books and records that are necessary for the implementation of the Asbestos Trust, the Environmental Response Trust, or the Avoidance Action Trust, as applicable, which books and records MLC shall transfer and assign to the Asbestos Trust, the Environmental Response Trust, or the Avoidance Action Trust, respectively. Upon the Effective Date, the Asbestos Trust shall have access to any asbestos-related documents, data, records, and other information provided to the Asbestos Claimants' Committee and the Future Claimants' Representative by the Debtors and New GM. Upon the Effective Date, the

Asbestos Trust shall have rights of access to all asbestos-related books and records in the control of New GM under the terms of access set forth in Section 6 23 of the MSPA and shall succeed to the rights of MLC under, and shall be deemed to be a third party beneficiary of Section 6 23 of the MSPA and the Asbestos Trust shall have the same right to enforce Section 6 23 of the MSPA as MLC had prior to the Effective Date, *provided, however*, that this Paragraph shall apply solely with regard to asbestos-related books and records Upon the Effective Date, the Creditors' Committee shall transfer and assign to the GUC Trust Monitor the books and records related to the administration of the GUC Trust and any relevant information prepared by the Creditors' Committee during the Chapter 11 Cases Upon the Avoidance Action Trust Transfer Date, (i) MLC shall transfer and assign to the Avoidance Action Trust full title to, and the Avoidance Action Trust shall be authorized to take possession of, all of the books and records of the Debtors relating to the Avoidance Action Trust Assets and (ii) the Creditors' Committee shall transfer and assign to the Avoidance Action Trust Monitor the books and records related to the administration of the Avoidance Action Trust and any relevant information prepared by the Creditors' Committee during the Chapter 11 Cases The transfer of any such books and records transferred by either the Debtors or the Creditors' Committee shall not waive any attorney-client privilege The GUC Trust, the Asbestos Trust, or the Avoidance Action Trust, as applicable, shall have the responsibility of storing and maintaining the books and records transferred under the Plan until one year after the date MLC is dissolved in accordance with Section 6 10 of the Plan, after which time such books and records may be abandoned or destroyed without further Bankruptcy Court order, *provided, however*, that any tax-related books and records transferred under the Plan shall be stored and maintained until the expiration of the applicable statute of limitations The Debtors shall cooperate with the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, or the Avoidance

Action Trust Administrator, as applicable, to facilitate the delivery and storage of their books and records in accordance herewith. The Debtors (as well as their current and former officers and directors) shall be entitled to reasonable access to any books and records transferred in accordance with Section 6.12 of the Plan for all necessary corporate purposes, including, without limitation, defending or prosecuting litigation, determining insurance coverage, filing tax returns, and addressing personnel matters. For purposes of Section 6.12 of the Plan, books and records include computer-generated or computer-maintained books and records and computer data, as well as electronically-generated or maintained books and records or data, along with books and records of the Debtors maintained by or in possession of third parties and all the claims and rights of the Debtors in and to their books and records, wherever located.

44     Term Loan Avoidance Action, Setoffs If the Term Loan Avoidance Action is still pending on the Avoidance Action Trust Transfer Date, the Avoidance Action Trust Administrator may pursue, abandon, settle, or release the Term Loan Avoidance Action transferred to the Avoidance Action Trust as it deems appropriate, without the need to obtain approval or any other or further relief from the Bankruptcy Court. The Debtors, the GUC Trust Administrator, or the Avoidance Action Trust Administrator, as the case may be, may, in their sole discretion, set off any claim held against a person against any payment due such person under the Plan, *provided, however*, that any claims of the Debtors arising before the Commencement Date shall first be set off against Claims against the Debtors arising before the Commencement Date, and *further provided* that before any setoff is exercised with respect to any payment due on account of the Nova Scotia Wind-Up Claim and/or the Nova Scotia Guarantee Claims, at least ten (10) days prior notice thereof shall be given to the attorneys for the Nova Scotia Trustee and/or the attorneys for the holders of the Nova Scotia Guarantee Claims, as the case may be.

45 Notwithstanding the provisions of Paragraph 44 of this Confirmation Order and the Debtors' rights under section 502(d) of the Bankruptcy Code as to any claimant, the Debtors and the GUC Trust shall not withhold Class 3 distributions on account of Claims unrelated to the Term Loan Avoidance Action to financial institutions that are defendants in the Term Loan Avoidance Action solely due to the pendency of the Term Loan Avoidance Action, unless and until such time as the Bankruptcy Court determines that those financial institutions are required to disgorge payments received. The Debtors and the GUC Trust shall not offset or withhold distributions to defendants in the Term Loan Avoidance Action with respect to the JPMorgan administrative expense claims (Proof of Claim Nos. 70708 and 70709). Notwithstanding anything to the contrary in this Confirmation Order or the Plan, (i) the DIP Lenders do not waive any rights to challenge payment and to request disgorgement of any professional fees paid from the proceeds of the financing under the DIP Credit Agreement to JPMorgan with respect to litigation of the Term Loan Avoidance Action in the event a Final Order is entered against JPMorgan in the Term Loan Avoidance Action, (ii) the GUC Trust Administrator does not waive any rights to challenge payment and to request disgorgement of any professional fees paid by the GUC Trust to JPMorgan with respect to litigation of the Term Loan Avoidance Action in the event a Final Order is entered against JPMorgan in the Term Loan Avoidance Action, and (iii) JPMorgan reserves all defenses with respect to any such challenge or request for disgorgement.

46 Final Fee Applications Pursuant to Section 2.2 of the Plan, all entities seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (i) shall file their respective final applications for allowance of compensation for services rendered

and reimbursement of expenses incurred by the date that is forty-five (45) days after the Effective Date, and (ii) shall be paid in full in such amounts as are allowed by the Bankruptcy Court (A) on the date on which the order relating to any such Administrative Expense is entered or (B) upon such other terms as may be mutually agreed upon between the holder of such an Administrative Expense and the Debtors

47 The Debtors are authorized to pay, in the ordinary course of business and without the need for Bankruptcy Court approval, the reasonable fees and expenses, incurred after the Confirmation Date, of the professional persons employed by the Debtors, the Creditors' Committee, the Asbestos Claimants' Committee, and the Future Claimants' Representative in connection with the implementation and consummation of the Plan, the claims reconciliation process, and any other matters as to which such professionals may be engaged. The fees and expenses of the GUC Trust Administrator, the GUC Trust Monitor, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, the Avoidance Action Trust Administrator, and the Avoidance Action Trust Monitor shall be paid in accordance with the terms of the GUC Trust Agreement, the Asbestos Trust Agreement, the Environmental Response Trust Agreement, and the Avoidance Action Trust Agreement, respectively, and shall be subject to (i) the provisions of the Budget through March 31, 2011, and (ii) to the extent the Effective Date occurs after March 31, 2011, a new budget to be agreed to by the Debtors and the U S Treasury, in consultation with the Creditors' Committee, or as otherwise ordered by the Bankruptcy Court, *provided, however*, that with respect to the GUC Trust and the Avoidance Action Trust, the foregoing budgetary constraints shall only apply to the extent that fees and expenses of the GUC Trust and the Avoidance Action Trust are to be paid from the GUC Trust Administrative Fund or the Avoidance Action Trust Administrative Cash, respectively

48     Special Provisions for Governmental Units Except as provided in the Environmental Response Trust Consent Decree and Settlement Agreement and the Priority Order Sites Consent Decrees and Settlement Agreements, as to “governmental units” (as defined in the Bankruptcy Code), nothing in the Plan, including Sections 12.5 and 12.6 thereof, shall discharge, release, enjoin, or otherwise bar (a) any liability of the Debtors, their Estates, any successors thereto, the GUC Trust, the Asbestos Trust, the Environmental Response Trust, or the Avoidance Action Trust, arising on or after the Confirmation Date, (b) any liability that is not a “claim” within the meaning of section 101(5) of the Bankruptcy Code, (c) any valid right of setoff or recoupment, (d) any police or regulatory action, (e) any environmental liability that the Debtors, their Estates, any successors thereto, the GUC Trust, the Asbestos Trust, the Environmental Response Trust, the Avoidance Action Trust, or any other Person or Entity may have as an owner or operator of real property after the Effective Date, and (f) any liability to a “governmental unit” (as defined in the Bankruptcy Code), on the part of any Persons or Entities other than the Debtors, their Estates, the GUC Trust, the Asbestos Trust, the Environmental Response Trust, the Avoidance Action Trust, the GUC Trust Administrator, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, or the Avoidance Action Trust Administrator, except with respect to the parties as specifically provided for in Sections 12.5 and 12.6 of the Plan

49     Fees and Expenses of Indenture Trustees and Fiscal and Paying Agents The reasonable fees and expenses of the Indenture Trustees and the Fiscal and Paying Agents shall be paid in accordance with the procedures established in Section 2.5 of the Plan

50     Releases, Exculpations, and Injunctions The release, exculpation, and injunction provisions contained in the Plan are fair and equitable, are given for valuable consideration, and are in the best interests of the Debtors and their chapter 11 estates, and such

provisions shall be effective and binding on all persons and entities, *provided, however*, that nothing in Sections 10 6, 10 7, or 12 5 of the Plan shall hinder, delay, impede, or prohibit New United Motor Manufacturing, Inc (“NUMMI”) from prosecuting its adversary proceeding against the Debtors, styled *New United Motors Manufacturing, Inc v Motors Liquidation Co* , Adv Pro No 10-05016 (REG) (Bankr S D N Y ) (Adv Pro ECF No 1)

51     Releases As of the Effective Date, the Debtors release (a) all present and former directors and officers of the Debtors who were directors and/or officers, respectively, on or after the Commencement Date, and any other Persons who serve or served as members of management of the Debtors on or after the Commencement Date, (b) all post-Commencement Date advisors, consultants, agents, counsel, or other professionals of or to the Debtors, the DIP Lenders, the Creditors’ Committee, the Asbestos Claimants’ Committee, the Future Claimants’ Representative, the Indenture Trustees, and the Fiscal and Paying Agents, and (c) all members (current and former) of the Creditors’ Committee and of the Asbestos Claimants’ Committee, in their capacity as members of such Committees, the Future Claimants’ Representative, and the Indenture Trustees and the Fiscal and Paying Agents and their respective officers, directors, and employees from any and all Causes of Action held by, assertable on behalf of, or derivative from the Debtors, in any way relating to the Debtors, the Chapter 11 Cases, the Plan, negotiations regarding or concerning the Plan, and the ownership, management, and operation of the Debtors, except for actions found by Final Order to be willful misconduct (including, but not limited to, conduct that results in a personal profit at the expense of the Debtors’ estates), gross negligence, fraud, malpractice, criminal conduct, unauthorized use of confidential information that causes damages, breach of fiduciary duty (to the extent applicable), and *ultra vires* acts, *provided, however*, that the foregoing (1) shall not operate as a waiver of or release from any Causes of Action arising out of any express contractual obligation owing by any former director, officer, or

employee of the Debtors or any reimbursement obligation of any former director, officer, or employee with respect to a loan or advance made by the Debtors to such former director, officer, or employee, and (ii) shall not limit the liability of any counsel to their respective clients contrary to Rule 1.8(h)(1) of the New York Rules of Professional Conduct

52     Exculpation To the maximum extent permitted by law, neither the Debtors, the GUC Trust Administrator, the GUC Trust Monitor, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, the Avoidance Action Trust Administrator, the Avoidance Action Trust Monitor, the DIP Lenders, the Creditors' Committee, the Asbestos Claimants' Committee, the Future Claimants' Representative, the Indenture Trustees, and the Fiscal and Paying Agents, nor any of their respective members (current and former), officers, directors, employees, counsel, advisors, professionals, subsidiaries, affiliates, or agents, shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases, negotiations regarding or concerning the Plan, the GUC Trust Agreement, the Environmental Response Trust Agreement, the Asbestos Trust Agreement, the Avoidance Action Trust Agreement, the Environmental Response Trust Consent Decree and Settlement Agreement, and the Priority Order Sites Consent Decrees and Settlement Agreements, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for actions found by Final Order to be willful misconduct, gross negligence, fraud, malpractice, criminal conduct, unauthorized use of confidential information that causes damages, breach of fiduciary duty (to the extent applicable), and *ultra vires* acts, and, in all respects, the Debtors, the GUC Trust Administrator, the GUC Trust Monitor, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, the Avoidance Action Trust Administrator, the Avoidance Action Trust

Monitor, the Creditors' Committee, the Asbestos Claimants' Committee, the Future Claimants' Representative, the Indenture Trustees, the Fiscal and Paying Agents, and each of their respective members (current or former), officers, directors, employees, counsel, advisors, professionals, subsidiaries, affiliates, and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan, *provided, however*, that the foregoing shall not limit the liability of any counsel to their respective clients contrary to Rule 1.8(h)(1) of the New York Rules of Professional Conduct. In the event a holder of a Claim fails to satisfy a Medical Lien, the holder of such Medical Lien shall be barred and prohibited from seeking recourse directly against the Debtors, the GUC Trust, the Avoidance Action Trust, and any of their respective officers, directors, representatives, employees, counsel, and advisors. Notwithstanding the generality of the foregoing, nothing contained in this Confirmation Order to the contrary shall limit the exculpation and indemnification provisions set forth in Paragraph 8.5 of the Environmental Response Trust Consent Decree and Settlement Agreement and Paragraph 4.12 of the Environmental Response Trust Agreement, which are incorporated in this Confirmation Order by reference. Following the entry of this Confirmation Order, the Bankruptcy Court shall retain exclusive jurisdiction to consider any and all claims against the Debtors, the GUC Trust Administrator, the GUC Trust Monitor, the Asbestos Trust Administrator, the Environmental Response Trust Administrative Trustee, the Avoidance Action Trust Administrator, the Avoidance Action Trust Monitor, the DIP Lenders, the Creditors' Committee, the Asbestos Claimants' Committee, the Future Claimants' Representative, the Indenture Trustees, and the Fiscal and Paying Agents, and any of their respective members (current and former), officers, directors, employees, counsel, advisors, professionals, subsidiaries, affiliates, or agents, involving or relating to the administration of the Chapter 11 Cases, any rulings, orders, or decisions in the Chapter 11 Cases or any aspects of the Debtors'

Chapter 11 Cases, including the decision to commence the Chapter 11 Cases, the development and implementation of the Plan, the decisions and actions taken during the Chapter 11 Cases, and any asserted claims based upon or related to prepetition obligations administered in the Chapter 11 Cases for the purpose of determining whether such claims belong to the Debtors' estates or third parties. In the event it is determined that any such claims belong to third parties, then, subject to any applicable subject matter jurisdiction limitations, the Bankruptcy Court shall have exclusive jurisdiction with respect to any such litigation, subject to any determination by the Bankruptcy Court to abstain and consider whether such litigation should more appropriately proceed in another forum.

53     Term of Injunctions and Automatic Stay Pursuant to Section 10.4 of the Plan, unless otherwise expressly provided in the Plan or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the closing of the Chapter 11 Cases.

54     Injunction Pursuant to Section 10.6 of the Plan, on and after the Confirmation Date, all persons are permanently enjoined from commencing or continuing in any manner (whether directly, indirectly, derivatively, or otherwise) on account of or respecting any claim, debt, right, or cause of action of the Debtors for which the Debtors, the GUC Trust Administrator, or the Avoidance Action Trust Administrator retains sole and exclusive authority to pursue in accordance with the Plan. Pursuant to Section 10.7 of the Plan, upon entry of this Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

55      Cancellation of Existing Securities and Agreements Pursuant to Section

6.7 of the Plan, except for purposes of evidencing a right to distributions under the Plan or otherwise provided under the Plan or as set forth in Sections 2.4 and 10.1 of the Plan, on the Effective Date all the agreements and other documents evidencing the Claims or rights of any holder of a Claim against the Debtors, including all Indentures and Fiscal and Paying Agency Agreements (but not the Nova Scotia Fiscal and Paying Agency Agreement, except with respect to any claims or rights against the Debtors or their successors) and bonds, debentures, and notes issued thereunder evidencing such Claims, all Note Claims, all Eurobond Claims, all Nova Scotia Guarantee Claims, and any options or warrants to purchase Equity Interests, or obligating the Debtors to issue, transfer, or sell Equity Interests or any other capital stock of the Debtors, shall be cancelled and discharged as against the Debtors, *provided, however*, that the Indentures and Fiscal and Paying Agency Agreements shall continue in effect solely for the purposes of (a) allowing the Indenture Trustees and the Fiscal and Paying Agents to make any distributions on account of Allowed General Unsecured Claims in Class 3 pursuant to the Plan and perform such other necessary administrative functions with respect thereto, (b) allowing the Indenture Trustees who are members of the Creditors' Committee to continue their role as members of the Creditors' Committee, as contemplated by Section 12.1 of the Plan, (c) permitting the Indenture Trustees and the Fiscal and Paying Agents to receive payment from the Indenture Trustee/Fiscal and Paying Agent Reserve Cash, and (d) permitting the Indenture Trustees and the Fiscal and Paying Agents to maintain any rights or liens they may have for fees, costs, expenses, and indemnities under the Indentures and the Fiscal and Paying Agency Agreements, against or recoverable from distributions made under the Plan to the Registered Holders and/or beneficial owners of debt securities with respect to the Note Claims and the Eurobond Claims. Notwithstanding the foregoing or Section 5.10 of the Plan, nothing contained in the Plan shall

affect any rights that a holder of a Note Claim or an Indenture Trustee may have against Delphi Corporation and/or any of its affiliates or successors with respect to that certain Assumption and Assignment Agreement – Industrial Revenue Bonds, dated as of January 1, 1999, between Delphi Automotive Systems LLC and General Motors Corporation and/or any related agreements or documents. For the avoidance of doubt, nothing contained in the Plan or this Confirmation Order shall affect the rights of the holders of the Nova Scotia Guarantee Claims to assert direct claims, if any, against General Motors Nova Scotia Finance Company. Notwithstanding anything to the contrary in the Indentures or the Fiscal and Paying Agency Agreements, the Indenture Trustees and the Fiscal and Paying Agents shall make distributions under the Plan, if any, to registered holders of the securities issued pursuant to the Indentures and the Fiscal and Paying Agency Agreements in accordance with and in the manner contemplated by the Plan.

56     Equity Interests in MLC Subsidiaries Held by the Debtors. On the Effective Date, at the option of the Debtors, each respective Equity Interest in a direct or indirect subsidiary of MLC shall be unaffected by the Plan, in which case the Debtor holding such Equity Interests shall continue to hold such Equity Interests and shall cause any such subsidiaries to be dissolved prior to December 15, 2011, *provided, however*, that (a) the dissolution of NUMMI shall be governed by NUMMI’s governing documents and (b) General Motors Nova Scotia Finance Company shall be wound up or liquidated as determined by the Court having jurisdiction over the winding-up proceeding of General Motors Nova Scotia Finance Company and dissolved pursuant to applicable Nova Scotia law.

57     Remy Settlement. The Remy Settlement is authorized and approved, and the terms thereof are binding on Remy and the Debtors. In accordance with the terms of the Remy Settlement, Remy (a) shall be included in the definition of “Protected Party” in Section

1 115 of the Plan with respect to that portion of Remy's Claim against MLC relating to asbestos liability arising on or prior to the closing of that certain Asset Purchase Agreement by and among DR International, Inc , DRA, Inc , and GM, dated July 13, 1994, (b) shall have an Allowed General Unsecured Claim in the amount of \$484,978 33, and (c) shall reduce (i) its Claim against MLC in the amount of \$16,354,200 comprised of (x) \$13,954,200 of estimated costs associated with anticipated future asbestos litigation that Remy asserts is based on the number of cases projected by Remy to be filed per year through 2034 and (y) \$2,400,000 in respect of potential environmental remediation claims relating to property leased to DRA, Inc by the Debtors (Proof of Claim No 43411), and (ii) its contingent Claim against ENCORE in the amount of \$2,110,570 in respect of potential environmental remediation claims relating to property leased to DRA, Inc by the Debtors (Proof of Claim No 69951) Pursuant to the Remy Settlement, upon request, the Debtors shall provide Remy with certain documents relating to remediation by the Debtors or Post-Effective Date MLC, as applicable, at sites adjacent to those leased by the Debtors to Remy or leased by Remy

58     Protected Party The following shall be included in the definition of "Protected Party" under Section 1 115 of the Plan (a) the Debtors, (b) any Entity that, pursuant to the Plan or after the Effective Date, becomes a direct or indirect transferee of, or successor to, any assets of the Debtors (including, without limitation, the GUC Trust, the Environmental Response Trust, the Avoidance Action Trust, the GUC Trust Administrator, the Environmental Response Trust Administrative Trustee (and its subsidiaries and affiliates), the Avoidance Action Trust Administrator, the GUC Trust Monitor, the Avoidance Action Trust Monitor, and their respective professionals) or the Asbestos Trust (but only to the extent that liability is asserted to exist by reason of its becoming such a transferee or successor), (c) the holders of DIP Credit Agreement Claims, (d) any Entity that, pursuant to the Plan or after the Effective Date, makes a

loan to the Debtors, Post-Effective Date MLC, or the Asbestos Trust, or to a successor to, or transferee of, any assets of the Debtors or the Asbestos Trust (but only to the extent that liability is asserted to exist by reason of such Entity's becoming such a lender or to the extent any pledge of assets made in connection with such a loan is sought to be upset or impaired), (e) an officer, director, or employee of the Debtors, of any past or present affiliate of the Debtors, of any predecessor in interest of the Debtors, or of any Entity that owns or at any time has owned a financial interest in the Debtors, in any past or present affiliate of the Debtors, or in any predecessor in interest of the Debtors, but only to the extent that he or she is alleged to be directly or indirectly liable for the conduct of, Claims against, or Demands on the Debtors or the Asbestos Trust on account of Asbestos Personal Injury Claims, (f) any Entity to the extent he, she, or it is alleged to be directly or indirectly liable for the conduct of, Claims against, or Demands on the Debtors or the Asbestos Trust on account of Asbestos Personal Injury Claims by reason of such Entity's provision of insurance to the Debtors, to any past or present affiliate of the Debtors, to any predecessor in interest of the Debtors, or to any Entity that owns or at any time has owned a financial interest in (I) the Debtors, (II) any past or present affiliate of the Debtors, or (III) any predecessor in interest of the Debtors, but only to the extent that the Debtors or the Asbestos Trust enters into a settlement with such Entity that is approved by the Bankruptcy Court and expressly provides that such Entity shall be a Protected Party under the Plan, or (g) with the consent of the Asbestos Claimants' Committee and the Future Claimants' Representative, or the Asbestos Trust Administrator, as applicable, any other Entity that, pursuant to an agreement approved by Final Order, has been determined to be providing appropriate consideration to the Debtors' estates or the Trusts (including, by way of example, by waiving the Entity's claim(s) against the Debtors or any of the Trusts) in exchange for being included in the definition of a Protected Party herein (including, without limitation, Remy, for

whom no further consent from the Asbestos Claimants' Committee and the Future Claimants' Representative, or the Asbestos Trust Administrator, as applicable, is required), to the extent he, she, or it is alleged to be directly or indirectly liable for the conduct of, Claims against, or Demands on the Debtors or the Asbestos Trust on account of Asbestos Personal Injury Claims by reason of one or more of the following (i) without in any way limiting clause (e) above, such Entity's involvement in the management of the Debtors or of any predecessor in interest of the Debtors, (ii) such Entity's ownership of a financial interest in the Debtors, in any past or present affiliate of the Debtors, or in any predecessor in interest of the Debtors, (iii) such Entity's involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of the Debtors, of any past or present affiliate of the Debtors, of any predecessor in interest of the Debtors, or of any Entity that owns or at any time has owned a financial interest in the Debtors, in any past or present affiliate of the Debtors, or in any predecessor in interest of the Debtors, (iv) such Entity's current ownership of the assets of a former division of the Debtors or of a former division of the Debtors, or (v) such Entity's lease of real property owned or formerly owned by the Debtors Notwithstanding the foregoing, New GM shall neither be included in the definition of Protected Party nor shall Section 4.5 of the Plan govern or enjoin claims against New GM, *provided, however*, that nothing contained in the Plan shall in any way modify or limit any protections or rights afforded to New GM under or in connection with the Bankruptcy Court order approving the 363 Transaction

59     Removal of Actions The time provided by Bankruptcy Rule 9027 within which the Debtors, or the GUC Trust Administrator, as applicable, may file notices of removal of civil actions and proceedings in state and federal courts to which the Debtors are parties is extended until the date that is one (1) year after the date of entry of this Confirmation Order,

subject to the rights of the Debtors or the GUC Trust Administrator, as applicable, to seek further extension of such period

60 Compliance with Requirements of Department of Health and Human Services (“HHS”) Notwithstanding anything to the contrary in this Confirmation Order or the Plan, and solely for purposes of the requirements contained in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, as codified at 42 U S C § 1395y(b)(8), the Debtors shall be considered Responsible Reporting Entities (“RREs”) under 42 U S C § 1395y(b)(8) Effective upon the Effective Date, the GUC Trust shall be responsible for following the Secretary of HHS’s Section 111 instructions for reporting any data or incidents required to implement Section 111 The GUC Trust will have obtained a separate RRE ID Number in order to perform such reporting The GUC Trust shall not be considered an RRE for purposes of reporting under 42 U S C § 1395y(b)(8), and (in light of the unique circumstances of the Chapter 11 Cases and without precedential effect as to HHS in other cases) neither the GUC Trust nor the Debtors shall have any responsibility with respect to any reporting activities or obligations of the Asbestos Trust (if any) under 42 U S C § 1395y(b)(8) Also in light of the unique circumstances of the Chapter 11 Cases and without precedential effect as to HHS in other cases, the Asbestos Trust shall have no responsibility with respect to any reporting activities or obligations of the GUC Trust under 42 U S C § 1395y(b)(8) Prior to the Effective Date, or as soon thereafter as is reasonably practicable, the Debtors shall make good-faith efforts to obtain information required by the HHS to make an appropriate determination regarding coordination of benefits, including any applicable recovery claim, including requesting such information from holders of Claims with whom the Debtors have entered into settlement agreements with respect to liability insurance (including self-insurance) or no-fault insurance claims and providing any such information to HHS, *provided, however*, that the Debtors shall use reasonable efforts to

obtain such information from holders of Claims with whom the Debtors have entered into settlement agreements and neither the Debtors nor the GUC Trust shall be penalized in the event the Debtors are unable to obtain such information, and *further provided*, that HHS shall provide the Debtors with the specific information that it requires

61 NCR Corporation To the extent NCR Corporation had any rights to property in possession of the Debtors before the Confirmation Date, as asserted in its adversary proceeding against the Debtors, styled *NCR Corporation v Motors Liquidation Company* (Adv Pro No 11-09400), NCR Corporation shall maintain the same rights to such property after the date of entry of this Confirmation Order notwithstanding anything to the contrary contained in the Plan or this Confirmation Order

62 United States Claims In consideration of the substantial reduction in its claims and its agreement to fund the amounts agreed to under the Plan, and notwithstanding any provision in the Plan to the contrary, the United States shall be entitled to distributions on account of Proof of Claim Number 64064 notwithstanding that not all liabilities asserted in such Proof of Claim filed by the United States have been resolved

63 Insurance Neutrality

(a) All of the parties' rights and arguments with respect to their rights and duties under any Insurance Policies (as hereinafter defined) are expressly preserved and are not impaired, increased, or otherwise altered by this Confirmation Order, the Plan, or the exhibits thereto

(b) Unless otherwise expressly agreed to by an Insurer in writing, notwithstanding anything to the contrary in this Confirmation Order or the Plan, including any provision that purports to be preemptory or supervening, nothing contained in any such documents or in this Paragraph shall

(i) have the effect of impairing the Insurer's legal, equitable, or contractual rights in any respect, rather, an Insurer's obligations, if any, with respect to any Asbestos Claim shall be determined solely by and in accordance with the allegedly applicable Insurance Policies,

(ii) constitute, or be deemed to constitute, a trial, adjudication, judgment, hearing on the merits, finding, conclusion, other determination, evidence, or suggestion of any determination establishing the liability of any Insurer (as hereinafter defined) or establishing a coverage obligation in subsequent litigation relating to any Asbestos Claim or under any of the Insurance Policies,

(iii) establish the liability or obligation of the Debtors or the DIP Lenders with respect to any Asbestos Claim that binds any Insurer,

(iv) constitute, or be deemed to constitute, a determination of the reasonableness of the amount of any Asbestos Claim, either individually or in the aggregate, solely with regard to any Insurance Coverage Action,

(v) constitute, or be deemed to constitute, a determination that any Insurer has any defense or indemnity obligation with respect to any Asbestos Claim. The Insurers shall retain, and be permitted to assert, (x) all of their rights and defenses with respect to coverage of any Asbestos Claim, notwithstanding any provision of this Confirmation Order or the Plan, including any provision that purports to be preemptory or supervening, and (y) all of the Debtors' or the DIP Lenders' defenses to liability in connection with any Asbestos Claim, and that the Insurer's rights to assert all such underlying defenses to liability and all such defenses to coverage of any Asbestos Claim, shall not be impaired in any way by this Confirmation Order or the Plan

(c) No Insurer shall be bound in any current or future litigation concerning any Asbestos Claim or any Asbestos Insurance Asset by any orders, including this Confirmation Order, factual findings, or conclusions of law issued in connection with confirmation of the Plan (including on appeal or in any subsequent proceeding necessary to effectuate the Plan), and no such order, including the Confirmation Order, findings of fact, or conclusions of law, shall

(i) be admissible, used as evidence, referenced, or argued as persuasive to the case of the Debtors or the DIP Lenders, the Asbestos Trust, or any holder of an Asbestos Claim in any Insurance Coverage Action (as hereinafter defined), except to demonstrate that the Debtors' rights under the Insurance Policies have been transferred pursuant to the Plan, or

(ii) have any res judicata, collateral estoppel, or other preclusive effect on any claim, defense, right or counterclaim of such Insurer that has been asserted or that may be asserted in any current or subsequent litigation concerning any Asbestos Claim or any Insurance Policies

(d) Nothing in this Confirmation Order or the Plan shall discharge, release, or preclude any liability of the Debtors' non-Debtor affiliates to any Insurer on account of any Asbestos Claim or pursuant to any Insurance Policies, settlement agreements, coverage-in-place agreements, or other agreements related to the provision of insurance entered into by or issued to any of the non-Debtor affiliates

(e) Without limiting the forgoing, in entering into this Confirmation Order, the Bankruptcy Court is not considering, and is not deciding, any matter at issue or which may be raised as an issue in any Insurance Coverage Action with respect to any Asbestos Claim

(f) Notwithstanding Section 11.2 of the Plan, neither the Bankruptcy Court nor the District Court shall have jurisdiction with respect to disputes relating to any rights under Insurance Policies issued to the Debtors that it would not otherwise have under applicable law

(g) For purposes of this Paragraph 63, the following definitions shall apply

**“Insurance Coverage Action”** means any action brought before a court, arbitrator, or other tribunal seeking determination of one or more causes of action, including declaratory relief, indemnification, contribution, or an award of damages, arising out of or relating to any of the Asbestos Insurance Assets

**“Insurer”** means the party that is the provider of the insurance coverage under the Insurance Policies

**“Insurance Policies”** means insurance policies issued to the Debtors with inception dates prior to 1986 that are included in the Asbestos Insurance Assets

64 Streamlined Procedures for Certain Distributions Notwithstanding anything to the contrary in the Plan, the GUC Trust Agreement, the Avoidance Action Trust Agreement, or this Confirmation Order, the procedures to be followed by the Debtors, the GUC Trust, the GUC Trust Administrator, the Avoidance Action Trust, the Avoidance Action Trust Administrator, the Indenture Trustees, or the Fiscal and Paying Agents regarding distributions under the Plan with respect to Allowed General Unsecured Claims shall be satisfied if such distributions are made at the direction, and on behalf, of the person entitled to receive such distribution under the Plan, *provided, however*, that no party shall be obligated to comply with such direction

65 Nonoccurrence of Effective Date In the event that the Effective Date does not occur, then (a) the Plan, (b) the rejection of executory contracts or unexpired leases pursuant to the Plan, (c) any document or agreement executed pursuant to the Plan, and (d) any

actions, releases, waivers, or injunctions authorized by this Confirmation Order or any order in aid of consummation of the Plan shall be deemed null and void. In such event, nothing contained in this Confirmation Order, any order in aid of consummation of the Plan, or the Plan, and no acts taken in preparation for consummation of the Plan shall be (i) deemed to constitute a waiver or release of any Claims or Equity Interests by or against the Debtors or any other person or entities, to prejudice in any manner the rights of the Debtors or any person or entity in any further proceedings involving the Debtors or otherwise, or to constitute an admission of any sort by the Debtors or any other persons or entities as to any issue, or (ii) construed as a finding of fact or conclusion of law in respect thereof.

66     Notice of Entry of Confirmation Order On or before the thirtieth (30th) Business Day following the date of entry of this Confirmation Order, the Debtors shall serve notice of entry of this Confirmation Order (which, in the Debtors' discretion, may be combined with the Notice of the Effective Date) pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c) on all creditors and interest holders, the United States Trustee, and other parties in interest, by causing notice of entry of the Confirmation Order (the "**Notice of Confirmation**"), to be delivered to such parties by first-class mail, postage prepaid. The notice described herein is adequate under the particular circumstances, and no other or further notice is necessary. The Debtors also shall cause the Notice of Confirmation to be published as promptly as practicable after the entry of this Confirmation Order once in each of *The Financial Times*, *The Wall Street Journal* (Global Edition – North America, Europe, and Asia), *The New York Times* (National), *USA Today* (Monday through Thursday, National), *Detroit Free Press/Detroit News*, *Le Journal de Montreal* (French), *Montreal Gazette* (English), *The Globe and Mail* (National), and *The National Post*.

67     Notice of Effective Date   Within five (5) Business Days following the occurrence of the Effective Date, the GUC Trust Administrator shall file the notice of the occurrence of the Effective Date and shall serve a copy of same on parties in interest in accordance with the Fifth Amended Order Pursuant to 11 U S C § 105(a) and Fed R Bankr P 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated January 3, 2011 (ECF No 8360)

68     Binding Effect   Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan and the Plan Supplement shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law

69     Immediate Effectiveness   Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, and 9014, the terms and provisions of this Confirmation Order shall be immediately effective and enforceable upon its entry, and the Environmental Consent Decree and Settlement Agreement and the Priority Order Sites Consent Decrees and Settlement Agreements shall become effective immediately upon the occurrence of the Effective Date. The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Confirmation Order

70     Severability   Each term and provision of the Plan, as it may have been altered or interpreted by the Bankruptcy Code in accordance with Section 12.12 of the Plan, is valid and enforceable pursuant to its terms

71     Conflicts Between Order and Plan   To the extent of any inconsistency between the provisions of the Plan and this Confirmation Order, the terms and provisions contained in this Confirmation Order shall govern. The provisions of this Confirmation Order

are integrated with each other and are nonseverable and mutually dependent unless expressly stated by further order of the Bankruptcy Court

72 Notices to the GUC Trust Administrator, the Asbestos Trust

Administrator, the Environmental Response Trust Administrative Trustee, or the Avoidance

Action Trust Administrator To be effective, all notices, requests, and demands to or upon the

the GUC Trust Administrator, the GUC Trust Monitor, the Asbestos Trust Administrator, the

Environmental Response Trust Administrative Trustee, the Avoidance Action Trust

Administrator, or the Avoidance Action Trust Monitor shall be in writing (including by facsimile

or electronic transmission) and, unless otherwise expressly provided in the Plan, shall be deemed

to have been duly given or made when actually delivered or, in the case of notice by facsimile

transmission, when received and telephonically confirmed, addressed as follows

If to the GUC Trust Administrator, to

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-1615  
Attn Corporate Trust Administration  
Telephone (302) 636-6000  
Telecopier (302) 636-4140  
E-mail [guctrustadministrator@wilmingtontrust.com](mailto:guctrustadministrator@wilmingtontrust.com)

-and-

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166-0193  
Attn Matthew J Williams, Esq  
Keith R Martorana, Esq  
Telephone (212) 351-4000  
Telecopier (212) 351-4035  
E-mail [mjwilliams@gibsondunn.com](mailto:mjwilliams@gibsondunn.com)  
[kmartorana@gibsondunn.com](mailto:kmartorana@gibsondunn.com)

If to the GUC Trust Monitor, to

FTI Consulting  
One Atlantic Center  
1201 West Peachtree Street, Suite 500  
Atlanta, Georgia 30309  
Attn Anna Phillips  
Telephone (404) 460-6272  
Telecopier (404) 460-6230  
E-mail [anna.phillips@fticonsulting.com](mailto:anna.phillips@fticonsulting.com)

If to the Environmental Response Trust Administrative Trustee, to

Elliott P Laws, Esq  
1001 Pennsylvania Avenue, N W  
Washington, DC 20004-2595  
Telephone (202) 624-2798  
Telecopier (202) 628-5116  
E-mail [ELaws@crowell.com](mailto:ELaws@crowell.com)

-and-

Michael O Hill, Esq  
2300 Wisconsin Avenue, NW Suite 300  
Washington, DC 20007  
Telephone (202) 558-2100  
Telecopier (202) 558-2127  
E-mail [mhill@hillkehne.com](mailto:mhill@hillkehne.com)

If to the Asbestos Trust Administrator, to

Kirk P Watson, Esq  
2301 Woodlawn Boulevard  
Austin, Texas 78703  
Telephone (512) 478-6695  
Telecopier (512) 478-6697  
E-mail [kirkpwatson@gmail.com](mailto:kirkpwatson@gmail.com)

If to the Avoidance Action Trust Administrator, to

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-1615  
Attn Corporate Trust Administration

Telephone (302) 636-6000  
Telecopier (302) 636-4140  
E-mail [avoidanceactiontrust@wilmingtontrust.com](mailto:avoidanceactiontrust@wilmingtontrust.com)

-and-

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166-0193  
Attn Matthew J Williams, Esq  
Keith R Martorana, Esq  
Telephone (212) 351-4000  
Telecopier (212) 351-4035  
E-mail [mjwilliams@gibsondunn.com](mailto:mjwilliams@gibsondunn.com)  
[kmartorana@gibsondunn.com](mailto:kmartorana@gibsondunn.com)

If to the Avoidance Action Trust Monitor, to

FTI Consulting  
One Atlantic Center  
1201 West Peachtree Street, Suite 500  
Atlanta, Georgia 30309  
Attn Anna Phillips  
Telephone (404) 460-6272  
Telecopier (404) 460-6230  
E-mail [anna.phillips@fticonsulting.com](mailto:anna.phillips@fticonsulting.com)

Dated New York, York  
March 29, 2011

s/ Robert E Gerber  
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

REAL ESTATE LEGAL DESCRIPTION

DB5861-0568

**EXHIBIT B**

**Property Description**

**Beginning at a point in the Southeasterly right of way line of the Lehigh Valley Railroad at its intersection with the most Northwesterly corner of lands formerly of J. Ludlow Estate, formerly of Johnson & Johnson, now or formerly of J.B. Williams Co., and from said beginning point running thence**

- 1. South 43 degrees 51 minutes 30 seconds East along the Southwesterly line of land now or formerly of J. B. Williams Co. as aforesaid a distance of 2004.636 feet to a point in the Westerly line of Walnut Avenue; thence**
- 2. South 7 degrees 05 minutes 00 seconds East along the aforesaid Westerly line of Walnut Avenue a distance of 7.090 feet to a point of curve; thence**
- 3. Southwesterly along a curve to the right connecting the aforesaid Westerly line of Walnut Avenue to the Northwesterly line of Raritan Road having a radius of 75.0 feet an arc distance of 96.342 feet to a point of tangent; thence**
- 4. South 66 degrees 31 minutes 00 seconds West along the aforesaid Northwesterly line of Raritan Road a distance of 113.795 feet to a point of curve; thence**
- 5. Southwesterly along a curve to the left as delineated on a plan entitled "Plan Showing Proposed Widening of Raritan Road from Central Avenue to Centennial Avenue Clark & Cranford Twps. & City of Linden, Union Co., N.J. Dated Jan. 1925" having a radius of 1176.280 feet an arc distance of 289.815 feet to a point of tangent; thence**
- 6. South 52 degrees 24 minutes 00 seconds West still along the aforesaid Northwesterly side line of Raritan Road a distance of 1315.185 feet to a point being the intersection of the aforesaid Northwesterly line of Raritan Road and the Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad; thence**
- 7. North 54 degrees 47 minutes 00 seconds West along the aforesaid Northeasterly line of the right of way of the Bloodgood Branch of the Lehigh Valley Railroad a distance of 881.330 feet to a point of curve; thence**
- 8. Along a curve to the right being the Easterly line of the Bloodgood Branch of the Leigh Valley Railroad having a radius of 922.370 feet, an arc distance of 1641.768 feet to a point in the aforementioned Southeasterly right of way line of the Lehigh Valley Railroad; thence**
- 9. North 55 degrees 51 minutes 00 seconds East along the aforesaid Southeasterly right of way line of Lehigh Valley Railroad a distance of**

**1045.073 feet to the point and place of Beginning.**

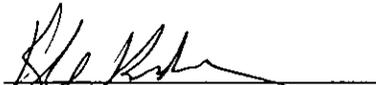
**FOR INFORMATIONAL PURPOSES ONLY:**

**Premises described herein is designated as Lot 1, Block 143 on the Tax Map of the Township of Clark, Lot 1 Block 541 on the Tax Map of the Township of Cranford, County of Union, State of New Jersey**

1300 Raritan Rd , Clark, NJ 07066

Further affiant sayeth not

**MOTORS LIQUIDATION COMPANY**

By   
Kyle Braden,  
Vice President and Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 31 day of March, 2011, before me, the undersigned, personally appeared Kyle Braden personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

WITNESS my hand and official seal

  
Notary Public

John Badman  
Notary Public, State of New York  
No 01BA6227480  
Qualified in New York County  
Commission Expires August 30 2014

**END OF DOCUMENT**

TITLE SOURCE INC  
1450 W LONG LAKE RD STE 400  
ATTN LISA WIEDBUSCH  
TROY

Deed

MI 48098  
Recording Fee  
RT Fee

Inst #  
223567

Paid  
823 00  
00 +10.00

DB5861-0571

27176

# This Indenture,

Made the 2nd day of December, in the year of our Lord One Thousand Nine Hundred and eighty-one,

Between GENERAL MOTORS CORPORATION, a Delaware Corporation, having its principal office at 3044 West Grand Boulevard

RECEIVED & RECORDED  
UNION COUNTY, N.J.  
DEC 11 1 36 PM '01  
3274-477  
Richard P. Woodfield  
REGISTER

in the City of Detroit County of Wayne  
and State of Michigan part y of the first part;

And HYATT CLARK INDUSTRIES, INC., a New Jersey Corporation, with its principal place of business at 1300 Raritan Road,

in the Township of Clark County of Union  
and State of New Jersey part y of the second part;

Witnesseth, That the said part y of the first part, for and in consideration of ONE DOLLAR (\$1.00)

lawful money of the United States of America to it in hand paid by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged: ha remised, released, and forever Quit-Claimed, and by these presents do remise, release, and forever Quit-Claim unto the said party of the second part, and to its successors and assigns forever,

All

Premises situated in the Townships of Clark and Cranford, Union County, New Jersey:

BEGINNING at a point in the Southeasterly Right of Way line of the Lehigh Valley Railroad at its intersection with the most North-westerly corner of lands formerly of J. Ludlow Estate, formerly of Johnson & Johnson, now or formerly of J. B. Williams Co. and from said beginning point running thence (1) South 43 degrees 51 minutes 30 seconds East along the Southwesterly line of land now or formerly of J. B. Williams Co. as aforesaid a distance of 2004.636 feet to a point in the Westerly line of Walnut Avenue; Thence (2) South 7 degrees 05 minutes 00 seconds East along the aforesaid Westerly line of Walnut Avenue a distance of 7.090 feet to a point of curve; Thence (3) Southwesterly along a curve to the right connecting the aforesaid Westerly line of Walnut Avenue to the Northwesterly line of Raritan Road having a radius of 75.0 feet an arc distance of 96.342 feet to a point of tangent; Thence (4) South 66 degrees 31 minutes 00 seconds West along the aforesaid Northwesterly line of Raritan Road a distance of 113.795 feet to a point of curve; Thence (5) Southwesterly along a curve to the left as delineated on a plan entitled "Plan Showing Proposed Widening of Raritan Road from Central Ave. to Centennial Ave. Clark & Cranford Twps. & City of Linden, Union Co., N.J. dated Jan. 1925" having a radius of 1176.280 feet an arc distance of 289.815 feet to a point of tangent; Thence (6) South 52 degrees 24 minutes 00 seconds West still along the aforesaid Northwesterly side line of Raritan Road a distance of 1315.185 feet to a point being the intersection of the aforesaid Northwesterly line of Raritan Road and the Northeasterly line of the Right of Way of the Bloodgood Branch of the Lehigh Valley Railroad; Thence (7) North 54 degrees 47 minutes 00 seconds West along the aforesaid Northeasterly line of the Right of Way of the Bloodgood Branch of the Lehigh Valley Railroad a distance of 881.330 feet to a point of curve; Thence

BR 3274-477

COUNTY OF UNION  
CONSIDERATION \$1.00  
REALTY TRANSFER FEE \$2.40  
DATE 12/11/01 BY [Signature]

(8) along a curve to the right being the Easterly line of the Bloodgood Branch of the Lehigh Valley Railroad having a radius of 922.370 feet, an arc distance of 1641.768 feet to a point in the aforementioned Southeasterly Right of Way line of the Lehigh Valley Railroad; Thence (9) North 55 degrees 51 minutes 00 seconds East along the aforesaid Southeasterly Right of Way line of Lehigh Valley Railroad a distance of 1045.073 feet to the point and Place of Beginning. Containing 84.7682 acres.

The purpose of this Deed is to convey any interest party of the first part may have in the property described herein and to place on public record a legal description of the foregoing property as prepared and in accordance with a current survey prepared by Sailer and Sailer, Civil Engineers and Land Surveyors dated October 26, 1981.

TAX MAP REFERENCE: LOT 1, BLOCK 143, TOWNSHIP OF CLARK  
LOT 1, BLOCK 541, TOWNSHIP OF CRANFORD

PC 3274 478

*The following references are not in any way descriptive, except for tax purposes, of the property described, nor do they establish legal boundaries.*

*The property is presently designated as part of Block ..... Lot .....  
(or Account No. ....) in the tax map of the municipality wherein it is situated.*

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and assigns, to own proper use, benefit and behoof forever.

In Witness Whereof, the party of the first part ha set hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delibered }  
in the Presence of }

*William A. Hayes*  
WILLIAM A. HAYES

*Patricia M. Chastney*  
PATRICIA M. CHASTNEY

GENERAL MOTORS CORPORATION

BY *T. O. Mathues*  
T. O. MATHUES  
Vice President

ATTEST *Marguerite Komzok*  
MARGUERITE KOMZOK  
Assistant Secretary

EXECUTION RECOMMENDED  
GM REAL ESTATE

BY *[Signature]*

STATE OF MICHIGAN, COUNTY OF WAYNE  
~~STATE OF NEW JERSEY, COUNTY OF~~

BE IT REMEMBERED, that on this 2nd day of December, 1981,  
before me, the subscriber, a Notary Public  
personally appeared T. O. MATHUES  
who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the  
Vice President of GENERAL MOTORS CORPORATION

that MARGUERITE ROMZICK is the Assistant Secretary  
of said corporation; that the execution as well as the making of this Deed, has been duly authorized by a  
proper resolution of the Board of Directors of the said corporation; that deponent  
well knows the corporate seal of said corporation; and the seal affixed to said Deed is such corporate seal  
and was thereto affixed, and said Deed signed and delivered by said Vice President,  
as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon sub-  
scribed her name thereto as witness.

The full and actual consideration paid or to be paid for the transfer of title to realty evidenced  
by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$1,000.

Sworn to and subscribed before me,  
at Detroit, Michigan  
the date aforesaid.

PATRICIA M. CHASTNEY

Prepared By:  
William A. Hayes, Esq.

*Marguerite Romzick*  
MARGUERITE ROMZICK

*William A. Hayes*

3044 West Grand Boulevard  
Detroit, Michigan 48202

27176

**Deed**  
(QUIT-CLAIM)

TO

Dated, . 19  
Recorded in the Office of  
the County of on  
the day of A.D., noon  
19, at o'clock, in the DEEDS  
and Recorded in Book of DEEDS  
for said County, on page

Record and Return to:  
Joseph LeVow Steinberg, Esq.  
Lowenstein, Sandler, Brochin,  
Kohl, Fisher & Boylan  
65 Livingston Avenue  
Roseland, New Jersey 07068

*EP* 1576

STATE OF NEW JERSEY, COUNTY OF

ss.:

BE IT REMEMBERED, that on this day of 19  
before me, the subscriber, a

who, I am satisfied, the grantor mentioned in the within Deed, and thereupon  
acknowledged that signed, sealed and delivered the same as act and deed,  
for the uses and purposes therein expressed.

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

END OF DOCUMENT

BK 3274 PG 480

**Appendix C – Round 4 Overlay Zone Map and Table**

**Map 1**  
**Potential Affordable Housing Sites**  
**Clark, New Jersey**

**Legend**

- Potential Affordable Housing Sites
- Recreation and Open Space Inventory
- County
- Municipal



**Id Key:**  
 1 & 2 - Clarkton Plaza  
 3 & 4 - Clark Village  
 5 - Grand Centurions  
 6 -13 - Raritan Road  
 14 - Polish Heritage Foundation

**Prepared by Paul Ricci, AICP, PP**  
**Aerial Date: 2020**

**April 29, 2025**



0 500 1,000  
 Feet

**ricciplanning**

**Paul Ricci, AICP, PP**  
 177 Monmouth Avenue  
 Atlantic Highlands, NJ 07716  
 908.642.0070  
 Fax 350.4501  
 paul@ricciplanning.com

Project definition, funding requests, and data distribution by NJ Office of Information Technology, Office of GIS.  
 Funding provided by:  
 -NJ Department of Environmental Protection  
 -NJ Office of Information Technology  
 -NJ Department of Military and Veterans Affairs  
 -NJ Office of Homeland Security and Preparedness  
 -NJ Department of Transportation  
 Project administration support provided by NJ Department of Environmental Protection.  
 Contract and procurement by US Geological Survey.  
 Principal operating contractor was Quantum Spatial, Inc.  
 Quality Assurance by Woolpert, Inc. under contract to US Geological Survey.

Table 1 - Affordable Housing Sites

Id	Block	Lot	Sites	Acres	Density	Total Yield	Total Affordable Units (20% Set-Aside)	Setaside	Permitted Uses	Rental/Sale	Very Low Units	Very Low and Low Units	Moderate Units	Bonus Credits	AHU Unit Subtotal	1-Bedroom	2-Bedroom	3-Bedroom
5	52	15.01	Grand Centurions	4.42	16.00	70.64	14.00	20%	Age-Restricted Apartments, Stacked Flats or Townhomes	Sale	2	7	7	0.5	14	2	8	4
1	63	55	Clarkton Plaza	1.46	16.00	23.40	4.68	20%	Townhouses, Stacked Flats and Apartments	Rental								
2	63	54	Clarkton Plaza	1.57	16.00	25.08	5.02	20%	Townhouses, Stacked Flats and Apartments	Rental								
				<b>3.03</b>		<b>48.48</b>	<b>10.00</b>				2	5	5	5	10	2	6	2
3	63	53	Clark Village	1.14	16.00	18.32	3.66	20%	Townhouses, Stacked Flats and Apartments	Rental								
4	63	52	Adjoins Clark Village	0.47	16.00	7.52	1.50	20%	Townhouses, Stacked Flats and Apartments	Rental								
			<b>Subtotal</b>	<b>1.62</b>		<b>25.84</b>	<b>6.00</b>				0	3	2	2.5	5	1	3	1
6	148	1	Raritan CN	0.27	16.00	4.32	0.86	20%	Townhouses or Stacked Flats	Rental								
7	148	24	Raritan CN	0.16	16.00	2.59	0.52	20%	Townhouses or Stacked Flats	Rental								
8	148	23	Raritan CN	0.27	16.00	4.32	0.86	20%	Townhouses or Stacked Flats	Rental								
9	148	20	Raritan CN	0.26	16.00	4.12	0.82	20%	Townhouses or Stacked Flats	Rental								
10	148	19	Raritan CN	0.16	16.00	2.64	0.53	20%	Townhouses or Stacked Flats	Rental								
11	148	15	Raritan CN	0.40	16.00	6.32	1.26	20%	Townhouses or Stacked Flats	Rental								
12	148	10	Raritan CN	0.42	16.00	6.72	1.34	20%	Townhouses or Stacked Flats	Rental								
13	148	13	Raritan CN	0.58	16.00	9.28	1.86	20%	Townhouses or Stacked Flats	Rental								
			<b>Subtotal</b>	<b>2.52</b>		<b>40.30</b>	<b>8.00</b>				1	4	4	4	8	1	5	2
14	131	7	Polish Heritage	3.49	16.00	55.83	11.00	20%	Townhouses, Stacked Flats and Apartments	Rental	2	6	6	0	12	2	7	3
			<b>Total</b>	<b>12.04</b>			<b>49.00</b>				<b>7</b>	<b>25</b>	<b>24</b>	<b>12</b>	<b>49</b>	<b>8</b>	<b>29</b>	<b>12</b>

Total AHU with Bonus Credits

61

**Appendix D – Round 4 Draft Overlay Ordinances**

## Draft Overlay Ordinance for Clarkton Shopping Center and Clark Village Sites

### § 195-140.4. MU -AH Mixed-Use Affordable Housing Zone.

- a. Purpose. The purpose of this zoning district is to encourage the construction of low- and moderate-income housing by permitting mixed-use commercial development with inclusionary multifamily development subject to the Mixed Use-Affordable Housing Zone regulations enumerated herein at Block 63, Lots 52-55.01. It is further the intent of the zone to promote neighborhood-scale mixed-use development. Large-scale, single-user commercial development is to be discouraged in this zone.
- b. Principal Permitted Commercial and Residential Uses.
  1. Retail business.
  2. Dance studios, art and photographic studios, yoga and wellness studios or similar such uses.
  3. Restaurants and food establishments without drive-through facilities.
  4. Pharmacies without drive-through facilities.
  5. Health spas, gym and boutique exercise/fitness facilities.
  6. General office uses.
  7. Multifamily residential housing on ground level, above commercial or as stand-alone buildings provided no more than 30% of such multifamily residential units may be placed on ground level.
- c. Multiple permitted uses may occupy a single building.
- d. Rooftops limited to second-story roof areas with direct walkout access from a third floor may be used as an outdoor amenity space for seating and consuming food and beverages only.
- e. Accessory Uses. Any use which is ordinarily subordinate and customarily incidental to the principal permitted uses allowed in the MU-AH Zone.
- f. Prohibited Uses. Any use not specifically permitted herein is prohibited.
- g. Dwelling Unit Maximum Density. The maximum number of permitted dwelling units shall not exceed 16 units per acre.
- h. It is intended that this zone be developed as a mix of residential and commercial uses to satisfy the Township's affordable housing obligation. It is further intended that the zone be developed in a comprehensive and coordinated fashion. Therefore, no development may proceed without a comprehensive development plan that demonstrates that the mix of commercial and residential components, including the affordable housing obligation, as required by this zone, are satisfied. This requirement should not be construed as precluding a phased

development plan; provided, however, that such phasing guarantees the development of affordable housing as contemplated in the zone and in accordance with the Borough's affordable housing requirements and state affordable housing laws and regulations.

- i. Building area, external yard and bulk requirements shall be as follows:
  1. Minimum lot area (acres): 1.0
  2. Minimum distance between buildings (feet).
    - (a) Buildings fronting directly on Raritan Road (feet): 15.
    - (b) All other buildings (feet): 10.
  3. Minimum setbacks from external lot lines (feet) shall be as follows:
    - (a) Front yard: 15.
    - (b) Side yard: 15.
    - (c) Rear yard:
      - (1) From residential: 15.
  4. Maximum building lot coverage (percentage): 60%.
  5. Maximum impervious lot coverage (percentage): 80%.
- j. Building Height. To provide for the appropriate transition and relationship of proposed development to Raritan Road and the surrounding area, the regulations regarding permitted maximum building height, as provided herein, are as follows:
  1. Buildings Fronting on Raritan Road.
    - (a) Shall not exceed a building height of two stories or 30 feet.
  2. Buildings located behind the frontage building on Raritan Road or at least 50 feet from Raritan Road, the building height can increase to no more than three stories and shall not exceed 40 feet.
- k. Site Design Requirements. The following site design standards are intended to promote a unified theme, displayed through the application of common building materials to achieve a harmonious and cohesive design. Deviations from this section shall be considered design standard exceptions and not variances and may be granted at the discretion of the Planning Board if doing so is compatible and consistent with the intent and purposes of the zone.

1. Architectural Design Standards.
  - (a) Facade Design.
    - (1) Horizontal articulation between floors. Each facade should be designed to have a delineated floor line between street-level and upper floors. This delineation can be in the form of a masonry belt course, a concrete lintel or a cornice line delineated by wood detailing.
    - (2) Vertical articulation. Each building facade facing a public right-of-way must have elements of vertical articulation comprised of columns, piers, recessed windows or entry designs, overhangs, ornamental projection of the molding, different exterior materials or wall colors, or recessed portions of the main surface of the wall itself. The vertical articulations shall be designed in accordance with the following:
      - (i) Each vertical articulation shall be no greater than 30 feet apart.
      - (ii) Each vertical articulation shall be a minimum of one foot deep.
      - (iii) Each vertical projection noted above may extend into the required front yard a maximum of 18 inches in depth.
      - (iv) Building walls with expansive blank walls are prohibited on any building facade regardless of its orientation.
  - (b) Rooflines. Roofline offsets, dormers or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
  - (c) All ground-level retail and service uses that face a public street shall have clear glass on at least 50% of their facades between two feet and eight feet above grade.
  - (d) Fenestration shall be architecturally compatible with the style, materials, colors and details of the building. Windows shall be vertically proportioned.
  - (e) All buildings should relate harmoniously to the site's natural features and existing buildings, as well as other structures in the vicinity that have a visual relationship and orientation to the proposed buildings. Such features should be incorporated into the design of building form and mass and assist in the determination of building orientation in order to preserve visual access to natural and man-made community focal points.
  - (f) Buildings with expansive blank walls are prohibited. Appropriate facade

treatments should be imposed to ensure that such buildings and facades are integrated with the rest of the development and the entirety of the building.

- (g) New buildings are encouraged to incorporate such building elements as entrances, corners, graphic panels, display windows, etc., as a means to provide a visually attractive environment.
- (h) Cornices, awnings, canopies, flagpoles, signage, and other ornamental features should be encouraged as a means to enhance the visual environment. Such features may be permitted to project over pedestrian sidewalks, with a minimum vertical clearance of 8.5 feet, to within four feet of a curb.
- (i) A human scale of development should be achieved at grade and along street frontages through the use of such elements as windows, doors, columns, awnings and canopies.
- (j) Design emphasis should be placed on primary building entrances. They should be vertical in character, particularly when there is the need to provide contrast with a long linear building footprint, and such details as piers, columns, and framing should be utilized to reinforce verticality.
- (k) Refuse and recycling shall be located interior to a building or, alternatively, if located outside, the refuse area shall be appropriately screened by decorative masonry wall consistent with the type of building materials used within the development not to exceed six feet.
- (l) Rooftop utilities, including mechanical, electrical, and plumbing equipment, and HVAC units, are permitted but shall be shielded from public view with appropriate screening that complements the character of the buildings architecture.
- (m) Private balconies shall be permitted but shall not exceed a maximum depth of five feet beyond the building facade nor encroach within a required setback. Notwithstanding the foregoing, ground level private and common courtyards shall not be subject to these requirements and may be permitted within the required setback provided the encroachment is screened or landscaped.

## Draft Overlay Ordinance for Grand Centurions Site

### § 195-140.5. R-SH-2 Age-Restricted/Senior Housing Overlay District.

- A. Purpose of district. The purpose of the Age-Restricted/Senior Housing District is to permit construction of an age-restricted multifamily residential development at Block 52, Lot 15.01 with a 20% affordable housing set-aside in accordance with the Township's adopted Housing Element and Fair Share Plan.
- B. Permitted uses. Age-restricted multifamily residential development containing a 20% set-aside for low- and moderate-income households ages 55 years and older. The development may be constructed as multifamily dwellings, multiple-group dwellings, or garden apartments, townhouses or a townhouse/flat combination.
- C. Accessory uses and structures. The following accessory uses and structures shall be permitted in the R-SH Zone District:
  - (1) Parking and parking facilities as regulated in Article XXIV.
  - (2) Signs pursuant to the provisions of Article XXV for the uses for which signs are permitted.
  - (3) Other accessory uses and structures customarily subordinate and incidental to permitted principal uses.
- D. Development standards:
  - (1) Minimum tract area: 4 acres.
  - (2) Minimum frontage: no standard.
  - (3) Density. The maximum density shall be 16 units per acre for townhouses and townhouse/apartment/flat combinations.
  - (4) Low- and moderate-income housing requirements. A minimum of 20% of the total age-restricted dwelling units shall be affordable to low- and moderate-income households as regulated by the Township's Affordable Housing Ordinance (Chapter 66 of the Township Code).
  - (5) Building height. Maximum building height shall be 40 feet and three stories.
  - (6) Design standards. All development shall incorporate the following design standards. Waivers from these standards may be granted by the Board pursuant to N.J.S.A. 40:55D-51b.
    - (a) Building design. The objectives of the building design standards are to provide overall high-quality building with special emphasis on methods that reduce the visual impact of large buildings. The exterior appearances of buildings shall complement the character of existing development in the surrounding area.
    - (b) Specific design features that reduce the visual impact of large buildings shall be used. These include but are not limited to:

- [1] Elements that draw focus, introduce scale and provide three-dimensional effects.
  - [2] Variations and articulation to overall building facades by changing the facade plane.
  - [3] Use of subdued wall coloration, patterning, texture and reveals.
  - [4] Extensive use of landscaping to shield and break up building planes.
- (c) Building mass. Solid and unarticulated buildings are not permitted. The mass, scale and visual impact of buildings shall be reduced by staggered building walls. The staggered building walls shall incorporate a setback or bump-out that, in the opinion of the Board, provides an equivalent reduction in the mass, scale and visual impact of the buildings.
- (d) Architectural interest. To provide architectural interest, create a three-dimensional effect and further reduce the visual scale and impact of a building, the following techniques shall also be used:
- [1] Variations in building treatment shall be liberally used and shall include painted panels, awnings or canopies, wall openings, wall texture changes, changes in building height and variations in rooflines.
  - [2] Building entries and building corners shall be readily identifiable through the use of canopies, marquees, architectural treatment and the use of different materials.
  - [3] Extensive use of small-scale elements, such as planter walls and hedges, shall be provided particularly around building entrances.
  - [4] Landscaping shall be employed to further reduce the visual impact of building mass.
- (e) Materials.
- [1] The front and two side elevations of all buildings and structures shall be constructed of brick, architectural block, architectural precast concrete or tilt- up construction using similar materials of equally high quality and aesthetics. Utility standard concrete panels or masonry units may be used on rear elevations if the rear elevations are not visible from any public right-of-way after berming, fencing or landscaping treatment.
  - [2] Rooflines and parapets shall be designed to minimize the visual impact of rooftop-mounted equipment, such as vents and stacks, from public rights-of- way.
- (f) Pedestrian circulation.
- [1] On-site concrete or brick sidewalks, or such other material

acceptable to the Board, shall be provided to create a continuous pedestrian network and to connect with existing sidewalks and neighborhoods.

- [2] Vehicular and pedestrian circulation patterns shall be separated. A landscaped buffer shall provide a separation between pedestrian and vehicular ways.
  - [3] Pedestrian crossings shall be indicated by such techniques as changed pavement materials or texture, signals, signage, or painted stripes, as determined by the Board.
  - [4] Secure and convenient pedestrian walkway access shall be provided between parking lots, sidewalks and primary entrances to buildings. Sidewalks shall be barrier-free, a minimum of five feet in width and shall be set back a minimum of five feet from all buildings.
- (7) Setbacks. The following setback standards shall apply:
- (a) Buildings:
    - [1] A 25-foot perimeter setback is required for all yards, except the rear yard facing the park may be reduced to 5 feet.
- (8) Building coverage. Buildings and accessory structures shall cover not more than 55% of the lot or parcel area. Accessory structures devoted to parking shall count towards total lot coverage.
- (9) Total lot coverage. Not more than 70% of the lot or parcel area shall be covered by a combination of buildings, accessory structures, parking areas, driveways, and other impervious surfaces.
- (10) Minimum open space. Not less than 30% of the parcel area shall be open space as defined in § 195-111.
- (11) Parking. Off-street parking shall be provided in accordance with the residential site improvement standards, but in no event shall the parking ratio for one- and two- bedroom units be greater than 1.5 spaces per unit. No off-street parking shall be located less than 10 feet from any property line. A carport and adjacent driveway space shall be counted as two spaces; designated stacked parking spaces shall also be counted as two spaces. Parking spaces may be located at grade in the building footprint (garage), without limitation.
- (12) Landscaped areas, buffer areas, and recreation facilities. All areas not occupied by buildings, driveways, walkways, and parking areas shall be suitably landscaped and be arranged such that appropriate active and passive recreation opportunities will be provided on site for the residents of

the development (e.g., walking paths, benches, gazebos, or ponds or water features); a suitable landscaped buffer strip of at least 10 feet in width shall be provided to the property boundaries to form a visual screen.

- (13) Townhouse and townhouse/apartment combination building spacing. The minimum spacing between buildings shall be 40 feet between front and front/back, 25 feet front/ back to side and 15 feet end to end. The minimum setbacks from driveways and parking areas shall be 15 feet from primary buildings, unless a garage is attached.

## **Draft Overlay Ordinance for the Raritan Road and Polish Cultural Foundation Sites**

### **§ 195-140.2. R-B-16 Multiple-Family Residential District.**

- A. Purpose of district. The purpose of the R-B District is to allow for the construction of multifamily residential buildings, including townhouses and garden apartments, meeting the minimum density requirement for inclusionary housing and providing for the required set-aside of units within such developments affordable to low- and moderate-income families, complying with the obligation of the Township to provide a regional fair share of low- and moderate-income housing.
- B. Permitted uses. The permitted uses are townhouses and garden apartments.
- C. Development standards.
  - (1) Definition of uses. Garden apartments include multiple dwellings arranged in flats, up to 40 feet in height. Townhouses comprise single-family dwellings attached side by side, up to 2 1/2 stories in height. A half story is one within a gable roof, in which not over 1/2 of the floor area of the full story below has a full ceiling height.
  - (2) Density. The maximum density shall be 16 units per acre of site area.
  - (3) Affordable housing requirements. A minimum of 20% of the housing units shall be deed-restricted so as to be affordable to and occupied only by qualified low- and moderate-income family households, including very-low-income households, if applicable, in full accordance with the Township's Court-approved Affordable Housing Ordinance (Chapter 66 of the Township's Code).
  - (4) Building requirements, garden apartments. Maximum building height shall be 40 feet, and maximum building length shall be 120 feet.
  - (5) Building requirements, townhouses. Maximum building height shall be 2 1/2 stories and 35 feet, and there shall not be more than six housing units per structure.
  - (6) Setbacks and spacing, garden apartments. The minimum setback from street and property lines shall be 50 feet, except that accessory garages, if provided, may be within 20 feet of side or rear lot lines. The minimum distance between buildings shall be 35 feet between fronts and backs, and 20 feet end to end. The minimum setback from parking areas and driveways shall be 10 feet.

- (7) Setbacks and spacing, townhouses. The minimum setback from streets and property lines shall be 50 feet. The minimum separation between buildings shall be 50 feet between fronts and backs, and 25 feet end to end. The minimum setbacks from driveways and parking areas shall be 20 feet from building fronts and 25 feet from building rears, and 20 feet on building ends.
- (8) Landscaped areas, buffer areas, and recreation facilities. All areas not occupied by buildings, driveways, walkways, and parking areas shall be suitably landscaped and shall be arranged such that appropriate active and passive recreation facilities will be provided. Where the site adjoins other zones on the side or rear, a suitable landscaped buffer strip of at least five feet in width shall be provided to form a visual screen.
- (9) Parking areas and access drives. A minimum of two parking spaces shall be provided for each dwelling unit. For townhouses, one of these spaces shall be provided within the unit or in a garage, except that this requirement shall not apply to lower-income units. All off-street parking areas shall be surfaced in accordance with Township standards. No off-street parking shall be located within front yards or within less than 10 feet from side and rear property lines.
- (10) Other general design and site requirements. Other general design and site requirements shall be as required in the R-A Multiple-Family Apartment Residential District, in § 195-128 hereunder, as well as the standards below:
  - (a) Maximum impervious cover: 80%.
  - (b) There shall be a minimum of 20% open space.

D. Affordable housing requirements.

- (1) Definitions. As used in this section, the following terms shall have the meanings indicated:

LOW-INCOME HOUSEHOLD — A household with a total gross annual household income equal to 50% or less of the regional median household income by household size.

MODERATE-INCOME HOUSEHOLD — A household with a total gross annual household income in excess of 50% but less than 80% of the regional median household income by household size.

VERY-LOW-INCOME HOUSEHOLD — A household with a total gross annual household income equal to 30% or less of the regional median household income by household size.
- (2) Affordable units in this district shall not be age-restricted.
- (3) Affordable units in this district shall be architecturally similar to the market rate units and shall be distributed among the market-rate units rather than isolated.

**Appendix E – Spending Plan**

# **Affordable Housing Trust Fund Spending Plan**

## **Township of Clark**

Union County

Adopted:

### **INTRODUCTION**

The Township of Clark, Union County, has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the Fair Housing Act (N.J.S.A. 52:27D-301). A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the municipality on April 4, 2006 and amended on September 18, 2017. The ordinance establishes the Township of Clark Affordable Housing Trust Fund for which this spending plan is prepared.

As of May 19, 2025, the Township of Clark has collected \$1,780,481.38, expended \$103,302.64, resulting in a balance of \$1,677,178.74. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Columbia Bank for the purposes of affordable housing. These funds shall be spent as described in the sections that follow. This Spending Plan is submitted to the Superior Court of New Jersey for approval to expand all current and future affordable housing trust fund monies, as necessary.

### **1. REVENUES FOR CERTIFICATION PERIOD**

To calculate a projection of revenue anticipated during the period of July 1, 2025, to June 30, 2035, the Township of Clark considered the following:

(a) Development fees:

1. Residential and nonresidential projects that have had development fees imposed upon them at the time of preliminary or final development approvals;

- 2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
- 3. Future development that is likely to occur based on historical rates of development.

(b) Other funding sources: No other funds have been or are anticipated to be collected.

(c) Projected interest: The trust fund is in an interest-bearing account.

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND - 2025 THROUGH 2035											
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development Fees:												
Approved Development	\$40,000											\$40,000
Development Pending Approval	\$32,500											\$32,500
Projected Development	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$1,000,000
(b) Payments in Lieu of Construction												
(c) Other Funds (Specify source(s))												
(d) Interest												
Total	\$122,500	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$1,072,500

Clark projects a total of \$1,072,500 in revenue to be collected between July 1, 2025, and June 30, 2035. This projected amount, when added to Clark’s trust fund balance as of May 19, 2025, results in an anticipated total revenue of \$2,749,678.74 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

## 2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Clark:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Clark's development fee ordinance for both residential and non-residential developments in accordance with state rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The governing body shall adopt a resolution authorizing the expenditure of development fee revenues consistent with the spending plan. Once a request has been approved by resolution, the CFO shall release the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

## 3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) **Rehabilitation and new construction programs and projects**

**Rehabilitation program:** \$420,000 is budgeted for the rehabilitation program. This will fund 21 units which will partially satisfy the Township's rehabilitation obligation for the first three years of the 10-year affordable housing cycle. Based on public response to the program, the Township will evaluate the need to dedicate additional rehabilitation monies. The average per unit cost of \$20,000 includes construction costs, cost estimating, bid specifications, contractor bid process, loan closing, and construction inspections. (Rehabilitation administrative costs such as income certifications, program marketing and reporting are not included in this per unit cost and is an Administrative expense.)

(b) **Affordability Assistance:**

Projected minimum affordability assistance requirement:

<b>AFFORDABILITY ASSISTANCE CALCULATION</b>		
Actual fees thru 5/19/25		<b>\$1,677,178</b>
Actual interest thru /19/25	+	<b>\$0</b>
Projected Development Fees, 2025 thru June 30, 2035	+	<b>\$1,072,500</b>
Projected Trust Fund Interest, 2025 thru June 30, 2035	+	<b>\$301,000</b>
Less housing Activity assist. Expenditures thru June 30, 2035	-	<b>\$670,000</b>
<b>Total</b>	=	<b>\$2,380,678</b>
20% Dedication	x.20	<b>\$476,135</b>
Less Affordability assist. Expenditures thru June 30, 2035	-	<b>\$0.00</b>
Projected Min. Afford Asst., 7/1/2025 thru 6/30/35	=	<b>\$476,135</b>
Projected Min. Afford Asst. for Very Low Income, 25' thru '35	x 1/3	<b>\$158,553</b>

The Township of Clark will dedicate \$476,135 from the affordable housing trust fund to render units more affordable, including \$158,553 to render units more affordable to households earning 30 percent or less of median income by region, as follows.

Affordability assistance will be utilized to assist very low, low, and moderate-income residents of credit worthy group homes and family affordable housing. Specifically, funds will be utilized to help make affordable units more energy efficient, saving thousands of dollars over the term of the affordability controls. This program will be available to affordable housing landlords, single-family affordable housing units, and group homes/supportive housing. Inclusionary developments will also be eligible, but only on a pro rata basis when applicable. In addition, affordability assistance funds may be made available to provide down payment assistance for affordable housing purchasers; a rental assistance program that provides a grant for the first month's rent to assist affordable housing renters; and an emergency assistance program to protect documented and eminent health and safety concerns. Group Homes will also be eligible for emergency prevention upgrades including provision of a generator, so services can remain operational during power outages. The Township has also included a buy down program in the Spending Plan to make currently affordable low or moderate-income units into additional very low-income units. The Township is not budgeting funds for every one of these five programs at this time, but wants these programs approved in order to reserve the ability to fund them in the future, as opportunities present themselves.

For the details on each program and a complete budget breakdown, please refer to Exhibit I of Clark’s Affordability Assistance Manual.

**(c) Administrative Expenses**

Projected maximum administrative expense calculation:

<b>ADMINISTRATIVE EXPENSE CALCULATION</b>		
Actual fees and interest thru 5/19/25	+	<b>\$1,677,178</b>
Projected Development Fees and interest 2025 thru June 30, 2035	+	<b>\$1,373,500</b>
Payments-In-Lieu of construction and other deposits thru 6/30/35	+	<b>\$0.00</b>
<b>Total for Admin. Calculation 2025 thru June 30, 2035</b>	=	<b>\$3,050,678</b>
20% Maximum for Admin Expense	x.20	<b>\$610,135</b>
Less Admin thru 6/30/35	-	<b>\$0.00</b>
Available for Admin 2025 thru June 30, 2035	=	<b>\$610,135</b>

The Township of Clark projects that a maximum of \$610,135 will be available from the affordable housing trust fund to be used for administrative purposes. However, at this time Clark is only allocating \$305,067 for administrative purposes (10%) but reserves the right to automatically increase the amount to the 20 percent cap, if needed. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

Administrative costs may include the costs of salaries and benefits for municipal employees or consultants’ fees necessary to develop or implement municipal housing programs such as the preparation of amendments to the housing element and fair share plan, the implementation of the affirmative marketing program, the costs of marketing and income qualifications of the Housing Rehabilitation Program and reporting.

**4. EXPENDITURE SCHEDULE**

The Township of Clark intends to use affordable housing trust fund revenues for the creation of housing units. Where applicable, the creation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.

Source of Funds	Projected Expenditure Schedule 2025 - 2035											
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Rehabilitation (21 units)	\$140,000	\$140,000	\$140,000									\$420,000
Affordability Assistance	\$0	\$101,989	\$101,989	\$101,989	\$101,989	\$101,989	\$101,989	\$101,989	\$101,989	\$101,989	\$101,989	\$1,019,891
Supportive Housing Arc of Union County			\$250,000									\$250,000
Administration	\$100,000	\$29,506	\$29,506	\$29,506	\$29,506	\$29,506	\$29,506	\$29,506	\$29,506	\$29,506	\$29,506	\$305,067
<b>Total</b>												<b>\$1,994,958</b>

## 5. EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Housing Element and Fair Share Plan, the governing body of the Township of Clark has adopted a resolution agreeing to fund any shortfall of funds required for implementing the Housing Rehabilitation Program. In the event that a shortfall of anticipated revenues occurs, the Township of Clark will bond for any shortfall.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to fund the Housing Rehabilitation Program.

<b>SPENDING PLAN SUMMARY</b>		
Balance as of May 19, 2025		<b>\$1,677,178</b>
<b>PROJECTED REVENUE 2025-2035</b>		
Development Fees	+	<b>\$1,072,500</b>
Interest	+	<b>\$301,000</b>
<b>TOTAL FUNDS AVAILABLE</b>	=	<b>\$3,050,678</b>
<b>PROJECTED EXPENDITURES 2025-2035</b>		
Funds used for Rehabilitation	+	<b>\$420,000</b>
Funds used for Group Home Bedroom Creation	+	<b>\$250,000</b>
Affordability Assistance*	+	<b>\$1,019,891</b>
Administration**	+	<b>\$305,067</b>
<b>TOTAL PROJECTED EXPENDITURES</b>	=	<b>\$1,744,958</b>
<b>REMAINING BALANCE</b>	=	<b>\$1,305,720</b>

\* Actual affordability minimums are calculated on an ongoing basis, based on actual revenues.

\*\* Administrative expenses are limited to 20 percent of what is actually collected.

## **6. BARRIER FREE ESCROW**

Collection and distribution of barrier free funds shall be consistent with the Township of Clark's Affordable Housing Ordinance Chapter 66-4.(B).

### **SUMMARY**

The Township of Clark intends to spend affordable housing trust fund revenues consistent with the housing programs outlined in the Housing Element and Fair Share Plan dated May 2025 and the revised spending plan.

The Township of Clark has a balance of \$1,677,178 as of May 19, 2025, and anticipates an additional \$1,072,500 in revenues before June 30, 2035 for a total of \$3,050,678 when including interest of \$301,000. The municipality will initially dedicate \$420,000 towards its Rehabilitation Program, \$250,000 to assist the Arc in acquiring additional group home bedroom, \$610,135 to render units more affordable, and \$305,067 for administrative costs. Any shortfall of funds will be offset by municipal bonding. The municipality will dedicate any excess funds towards the Housing Rehabilitation Program or provide additional monies for affordability assistance.