

Letter - Brief in Support of Plaintiff -  
Intervenor's motion for leave to  
intervene and to lift restraints in the  
matter of Masaro v. Board of S. Pacific.

~~MAA~~ ⊕ attached certification  
of Philip G. George in support

pgs = 18

CA002667B

LAW OFFICES  
**JOHN GEORGE**  
 277 SOUTH PLAINFIELD AVENUE  
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 SOUTH PLAINFIELD, NEW JERSEY 07080-0507  
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**RECEIVED**

OCT 30 1985

JUDGE SERPENTELLI'S CHAMBERS

REFER TO OUR  
FILE NO. C-3719

JOHN GEORGE  
 PHILIP G. GEORGE  
 MEMBER N. J. AND OHIO BARS

October 29, 1985

HONORABLE EUGENE D. SERPENTELLI, AJSC.  
 Superior Court of New Jersey  
 Ocean County Court House  
 Toms River, NJ 08754

RE: Docket No. C-4122-73, Urban League of Greater New Brunswick v. Mayor and Council of Carteret, et al. and Docket No. C-5204-85, Massaro, et al. v. Borough of South Plainfield, et al.

Civil Action: Motion to Allow Intervention and Lift Restraints; Brief of Plaintiffs/Intervenors.

Dear Judge Serpentelli:

Would you kindly accept this letter brief in lieu of a formal brief in support of Plaintiffs/Intervenors motion for leave to intervene and to lift Restraints in the above actions? All references to "Plaintiffs", "Plaintiffs/Intervenors", or "Intervenors" refer to the purchasers of certain parcels of land from the Borough of South Plainfield who seek to intervene in the Urban League case to have Restraints preventing consummation of their land purchases lifted and to compel the Borough of South Plainfield to convey title to the said parcels.

STATEMENT OF FACTS AND PROCEDURAL HISTORY

The relevant facts and procedural history are set forth in the Certification of Philip G. George, Esq. supporting this motion.

LEGAL ARGUMENT

POINT I - Plaintiffs HAVE STANDING TO SEEK INTERVENTION IN THIS CASE BECAUSE THEY ARE SUFFERING IMMEDIATE, IRREPARABLE HARM BY THE BOROUGH'S REFUSAL TO PASS TITLE TO THE LANDS BUT CANNOT OTHERWISE PROTECT THEIR INTEREST IN THE LANDS.

Plaintiffs in this case are contract purchasers, under authority of resolutions of sale, of municipally-owned unimproved lands in the Borough of South Plainfield, New Jersey. None of the Plaintiffs have yet received a deed to the properties they bought; however, as the recitations of fact in the accompanying certification and Exhibits A-D attached thereto show, the Borough of South Plainfield made time of the essence in these contracts and required payment of the full purchase price, a total sum for the lands in question of almost \$1,500,000.00. The demand for payment, which had to be met to preserve any rights in the contracts, was made when the Borough knew or should have known that it could not convey title due to the restraint on conveyances of titles to land made by this Honorable Court in July, 1985, and continuing down to the present time.

As such, these Plaintiffs are being denied both the use and enjoyment of the funds required to be tendered as well as the title to the land they bought. It is now more than 60 days since they paid their money and have received no title. However, despite institution of a suit for specific performance, no transfer of title can be completed because the Restraints imposed by this Court prevent transfer, whether by choice or compulsion.

Thus, the dilemma Plaintiffs find themselves in by the actions of the Borough demonstrate standing to assert a basis for intervention in the present case. Standing in New Jersey is a practical concern, where a party's interest "evidence(s) a sufficient stake and real adverseness." Crescent Park Tenants Assoc. v. Realty Equity Corp. of NY., 58 NJ. 98, 107 (1971). Here Plaintiffs' "stake" is the completion of substantial purchases of real property from the Borough. In particular, the large tract under contract to plaintiff, Lawrence Massaro is designated for multifamily development and of prime importance to compliance with the order and judgment in the Urban League action against South Plainfield. The requisite adverseness is demonstrated by the deliberateness of the BOROUGH'S action in requiring payment when title could not be conveyed coupled with the loss of use of either purchase money or land, a situation which requires Plaintiffs to institute suit to remedy. Therefore, Plaintiffs respectfully submit they have the requisite standing to seek intervention in this matter.

POINT II - Plaintiffs' APPLICATION FOR INTERVENTION IS  
TIMELY BECAUSE THEY HAVE MOVED FOR INTERVENTION AS  
QUICKLY AS PRACTICABLE IN THE FACE OF SUBSTANTIAL  
COMPLEX LITIGATION AND REPEATED DELAY IN RESOLUTION  
OF THE ISSUE OF Restraints.

Plaintiffs' causes of action in their suit for specific performance and their right to relief in the instant motion accrued on August 23, 1985, when the Borough did not tender title. This

application is being made slightly more than 2 months later. At the time set for performance the BOROUGH'S motion to transfer their Mount Laurel action to the newly-constituted Fair Housing Counsel was already pending, and with it the possibility that the Restraints in issue would be lifted. That motion, originally to be heard on the day that Hurricane Gloria struck our area and closed the Courts, was only heard three weeks ago, and an order continuing the Restraints made at that time.

Against this time frame must be set the complexity of the Mount Laurel action against South Plainfield, particularly throughout recent months when the Borough has several times been before this Court on contempt charges and for enforcement of litigant's rights. And the matter is further complicated by the fact that it has become a political football resulting from and generating anew sanctions such as the instant Restraints.

Square in the middle of these complexities and complications sit the Plaintiffs, who have been forced to pay full price by the Borough for land which the Court has said cannot be sold, yet which the Borough contracted to sell. Having weathered the transfer motion and the continuance of Restraints, Plaintiffs' motion must be deemed timely as all substantive issues in the South Plainfield branch of the Urban League action are resolved and the case is moving to its final compliance stage. Although the last two months have seen many developments in the case, Plaintiffs properly waited for the issue of Restraints to be resolved, unfavorably to their point of view, in the transfer motion, in the greater context of the litigation.

POINT III - Plaintiffs SHOULD BE GRANTED LEAVE TO INTERVENE AS OF RIGHT OR PERMISSIVELY BECAUSE THEY HAVE A VESTED INTEREST IN THE CONVEYANCES RESTRAINED, THE Restraints IMPEDE THEIR ABILITY TO PROCEED TO PROTECT THAT INTEREST, AND THERE IS A COMMON QUESTION WHETHER Restraints SHOULD CONTINUE TO BE IMPOSED.

The criteria for a person to intervene in a pending action is set forth in R.4:33. Intervention as of right is controlled by the standard of R.4:33-1, which allows a party intervention when the party "claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impeded his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties."

In the present case, Plaintiffs are contract purchasers of certain parcels sold by resolution of sale by the Borough of South Plainfield. It is true that the issues in the Urban League case are of constitutional magnitude and touch upon specific property only in

their overall effect. However, the Restraints on property conveyance imposed as sanctions for the BOROUGH'S refusal to comply with the order and judgment, and to adopt an amended zoning ordinance, directly impair consummation of these sales or any proceeding, application or litigation to enforce the sale, should the Borough refuse to convey. Thus, while the Urban League issues only peripherally effect these Plaintiffs, the Restraints effectively prevent moving the sales or alternative remedies. Therefore, Plaintiffs respectfully submit they have met the standard of interest on the limited issue of Restraints in this action.

Further, no party to the action adequately represents Plaintiffs' interest. The Urban League's interest lies in insuring "fair-share" housing and in overseeing related zoning and planning decisions for implementation thereof. There is no interest in protecting contract rights to unimproved lands, except in passing as to the multifamily-zone parcel sold to plaintiff Massaro; in fact, the positions may be adverse because the Urban League might well assert continuance of the Restraints as a necessity to preserve its own litigation interests in order to insure continuing compliance.

The BOROUGH'S position is plainly adverse. First, the Borough is the contract vendor of the properties, while these Plaintiffs are the contract purchasers who have had to institute an action for specific performance, against the Borough, in order to preserve their rights and compel transfer of the property. Further, the Borough, evaluating the stance of non-compliance which it has demonstrated for sometime now, might well acquiesce to continuance of Restraints in order to preserve a sort of status quo pending further litigation and/or appeal.

For these reasons, Plaintiffs submit that intervention as of right should be granted and the Restraints on property conveyances lifted. Additionally, the restraint issue is common as a matter of law and fact to both the Urban League and the present actions, although the gravamen of each complaint may not be. Therefore, Plaintiffs submit that, even if arguendo mandatory intervention under R.4:33-1 were not granted, permissive intervention under R.4:33-2 should be granted. The issue of Restraints is common because, as shown above, the Restraints must be lifted to permit Plaintiffs to consummate their sales, yet the Restraints are an integral part of the Urban League case sanctions. Thus, they are common issues to both cases, both in law and in fact.

Further, intervention will not unduly delay or prejudice adjudication of any rights of the parties. The sole issue Plaintiffs assert in this action is to lift Restraints; there is no issue taken with the outcome of the Urban League litigation. Any litigation by the Borough would presumably address use or development of the

*that  
affect  
complaint*

properties after sale, as counsel for the Borough may advise; this issue does not therefore impact upon lifting Restraints now to allow sale of the property to be completed.

Therefore, Plaintiffs respectfully submit leave to intervene should be granted. They possess the requisite standing and have made timely application. They are sufficiently affected by the continuance of Restraints to convey a right to intervene, and intervention will not delay the Urban League litigation. For all these reasons intervention should be granted.

POINT IV - THE Restraints ON CONVEYANCE OF THE SUBJECT PROPERTIES SHOULD BE LIFTED BECAUSE THE NEED TO PRESERVE THE STATUS QUO OF THE URBAN LEAGUE LITIGATION NO LONGER EXISTS AND ADEQUATE REMEDIES ARE OTHERWISE AVAILABLE TO THE BOROUGH.

As noted above, the Restraints at issue here were imposed after a consent judgment was entered outlining South Plainfield's responsibilities in meeting its Mount Laurel burden. Essentially, the Restraints were made as part of a series of sanctions following the BOROUGH'S continued refusal, despite direction from this Court, to adopt the requisite ordinances implementing provisions for low cost housing. The Restraints served to preserve the status quo of South Plainfield land use until such time as the Borough acted to implement the consent judgment.

However, the Borough has now enacted Ordinances 1009 and 1010 which implement that judgment. As such there is no longer any necessity to restrain land sales from being consummated. In fact, lifting the Restraints particularly in reference to the property purchased by Lawrence J. Massaro as referenced in Count 2 of the complaint for specific performance will ultimately facilitate the achievement of the BOROUGH'S fair share housing allocation since the tract is targeted for Mount Laurel development. Further, with the availability of Fair Housing Act financing, the Borough could apply for grants and/or loans under the application procedures recently announced if the developer were allowed to close title and present plans for development with adequate leeway for the Borough to make a timely application for funding.

The BOROUGH'S future legal position will not be prejudiced by dissolving the Restraints because adequate PROCEDURAL protections exist pursuant to R. 2:9-5(b), which allows the Borough the right to apply for a stay, presumably coupled with any Restraints it might seek, first to this Court and then to the Appellate Division, assuming the Borough elected to appeal. Therefore, the instant Restraints, having served their purpose, should be dissolved.

POINT V - THE BOROUGH SHOULD BE COMPELLED BY THIS HONORABLE COURT TO CONVEY TITLE TO THE SUBJECT PROPERTIES.

This argument and request for relief is withdrawn.

POINT VI - THE BOROUGH OF SOUTH Plainfield SHOULD BE COMPELLED TO PAY ATTORNEY FEES TO THESE Plaintiffs BECAUSE THE BOROUGH'S DEMAND FOR TENDER OF PAYMENT IN THE FACE OF THIS COURT'S Restraints IS THE SOLE REASON Plaintiffs ARE FORCED TO SEEK LEAVE TO INTERVENE

The award of attorney fees in this action is not specifically covered by R. 4:42-9. However, in the circumstances of this somewhat unusual application for dissolution of Restraints by Intervenors who are Plaintiffs in the separate equity action for specific performance, Plaintiffs urge that the general equity powers of this Honorable Court can and should be exercised to grant them an award of attorney fees.

First, the Borough of South Plainfield through its ~~legal counsel~~ and mayor and council knew that there were Restraints ~~enjoining~~ consummation of the contracts in question. Therefore, it knew it could not complete the sales according to the resolutions of sale. Yet it proceeded to require Plaintiffs to tender payment, by making time of the essence in these agreements. Without arguing the merits of any other claim Plaintiffs may have, surely this action on the BOROUGH'S part required it to also be ready to perform.

Thus, in order to enforce any right plaintiffs might have in completion of the sales, Plaintiffs must first have these Restraints lifted. The sole reason for this application was the premature action of the Borough, therefore Plaintiffs would not otherwise have had to belabor this Court with yet another application in this extensive litigation, nor ventured more funds in order to protect their rights. Therefore, Plaintiffs respectfully request this Court award them attorney fees as certified for this application.

#### CONCLUSIONS


For all the foregoing reasons, Plaintiffs urge they should be allowed to intervene in this action and that Restraints against the conveyance of borough-owned property be lifted. Plaintiffs have standing to assert this claim because as a practical matter they have a high stake in the outcome of the application and are adverse to the parties in this action. Their interest in the property in question may be collateral to the issues in this action but this late in the Urban League case, their property rights are impaired and are not protected by other parties. There are common issues of law and fact in the restraint issue. Further, the Restraints have served their purpose in insuring preservation of the status quo in the Urban League

case and should be dissolved. Plaintiffs are entitled to an award of attorney fees as a matter of general equity because the Borough's actions are the sole reason Plaintiffs must seek relief from this Court, where otherwise they would not have had to resort to any litigation.

Respectfully Submitted

John George  
Attorney for Plaintiffs

by:

  
Philip G. George  
for the Office

PPG:eam

cc: Urban League Distribution List  
Lawrence Massaro  
Vincent Orazi  
Gene and Debra Mohan  
file



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OCT 30 1985

JUDGE SERPENTELLI'S CHAMBERS

LAW OFFICES  
**JOHN GEORGE**  
277 SOUTH PLAINFIELD AVENUE  
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SOUTH PLAINFIELD, NEW JERSEY 07080-0507  
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Plaintiff *Massaro et al*

ATTORNEYS FOR

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
GENERAL EQUITY PART  
MIDDLESEX/OCEAN COUNTIES  
(MOUNT LAUREL)  
DOCKET NO. C-4122-73

URBAN LEAGUE OF  
GREATER NEW BRUNSWICK,  
et al.,

Plaintiffs,

-vs-

MAYOR AND COUNCIL OF THE  
BOROUGH OF CARTERET,  
et al.,

Defendants.

: CIVIL ACTION  
:  
: NOTICE OF MOTION FOR  
LEAVE TO INTERVENE  
: AND LIFT RESTRAINTS  
PURSUANT TO R. 4:33-3  
:  
:  
:

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
GENERAL EQUITY PART  
MIDDLESEX COUNTY  
DOCKET NO. [#]

LAWRENCE J. MASSARO,  
VINCENT ORAZI, and  
GENE S. MOHAN and  
DEBRA A. MOHAN, his wife,

Plaintiffs,

-vs-

: CIVIL ACTION  
:  
:  
:  
:

Peter J. Calderone, Esq.  
Attorney for South Plainfield Planning Board  
19 Holly Park Drive  
South Plainfield, New Jersey 07080

Willaim V. Lane, Esq.  
Attorney for South Plainfield Planning Board  
324 East Broad Street  
Westfield, New Jersey 07090

Angelo H. Dalto, Esq.  
Attorney for Elderlodge Plaintiff  
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South Plainfield, New Jersey 07080

Raymond Miller, Esq.  
Attorney for Tonsar Corp.  
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10 Highway 35, P O Box 500  
Red Bank, New Jersey 07701

Eric Neisser, Esq.  
Attorney for Urban League  
Constitutional Litigation Clinic  
Rutgers Law School  
15 Washington Street  
Newark, New Jersey 07102

---

PLEASE TAKE NOTICE, that on Tuesday, November 12, 1985, at 9 o'clock in the forenoon or as soon thereafter as counsel may be heard, the undersigned, attorney for plaintiffs/intervenors, will move before the Honorable Eugene D. Serpentelli, A.J.S.C., in the Superior Court of New Jersey, Ocean County Court

Peter J. Calderone, Esq.  
Attorney for South Plainfield Planning Board  
19 Holly Park Drive  
South Plainfield, New Jersey 07080

Willaim V. Lane, Esq.  
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Newark, New Jersey 07102

---

PLEASE TAKE NOTICE, that on Tuesday, November 12, 1985, at 9 o'clock in the forenoon or as soon thereafter as counsel may be heard, the undersigned, attorney for plaintiffs/intervenors, will move before the Honorable Eugene D. Serpentelli, A.J.S.C., in the Superior Court of New Jersey, Ocean County Court

House, Toms River, New Jersey, for an order:

- (1) Granting plaintiffs/intervenors leave to intervene as of right pursuant to R. 4:33-1 of the Rules of Court in the above-captioned Mount Laurel litigation; or
- (2) Granting Plaintiffs/intervenors leave to intervene by permission pursuant to R. 4:33-2 of the Rules of Court in the above-captioned Mount Laurel litigation; and
- (3) Lifting restraints imposed by the said Court on or about July 3, 1985, preventing the transfer of title to properties owned by defendant Borough of South Plainfield insofar as the same may relate to certain parcels of land subject to contracts for sale and purchase between defendant Borough of South Plainfield and plaintiffs/intervenors; and
- (4) Directing defendant Borough of South Plainfield to convey the said properties to the plaintiffs/intervenors; and
- (5) Directing defendant Borough of South Plainfield to pay attorney fees and costs of this motion in the amount of \$1,537.50 to plaintiffs/intervenors.

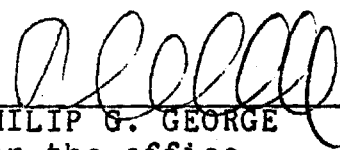
IN SUPPORT OF this motion, plaintiff/intervenors will rely on the accompanying certification of Philip G. George,

Esq., and brief in support of motion for leave to intervene and for lifting of restraints. A proposed form of order is attached pursuant to R. 1:6-2. A certification of attorney fees is enclosed. A copy of pleadings setting forth plaintiffs' claims is annexed pursuant to R. 4:33-3. Pursuant to R. 1:6-2 oral argument is requested.

DATED: October 25, 1985

JOHN GEORGE  
Attorney for  
Plaintiffs/Intervenors

by:

  
\_\_\_\_\_  
PHILIP G. GEORGE  
for the office

#### CERTIFICATION OF MAILING

Philip G. George, of full age, deposes and says:

1. I am attorney for the plaintiffs in this action.

2. On the \_\_\_\_\_ day of \_\_\_\_\_, 1985, I placed in the post office at South Plainfield, New Jersey, a letter addressed to the following with postage fully prepaid thereon, containing true copies of the within Notice of Motion, Certification, Brief and Proposed Order to the following parties.

TO: The Honorable Eugene D. Serpentelli  
Assignment Judge, Superior Court  
Ocean County Court House  
Toms River, New Jersey 08754

John M. Mayson  
Clerk, Superior Court  
Hughes Justice Complex  
Trenton, New Jersey 08625

Frank A. Santoro, Esq.  
Attorney for Borough of South Plainfield  
1500 Park Avenue  
South Plainfield, New Jersey 07080

Peter J. Calderone, Esq.  
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Red Bank, New Jersey 07701

Eric Neisser, Esq.  
Attorney for Urban League  
Constitutional Litigation Clinic  
Rutgers Law School  
15 Washington Street  
Newark, New Jersey 07102

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

PHILIP G. GEORGE

RECEIVED

OCT 30 1985

JUDGE SERPENTELLI'S CHAMBERS

LAW OFFICES  
**JOHN GEORGE**  
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(201) 755-7050

Plaintiff

ATTORNEYS FOR \_\_\_\_\_

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
GENERAL EQUITY PART  
MIDDLESEX/OCEAN COUNTIES  
(MOUNT LAUREL)  
DOCKET NO. C-4122-73

URBAN LEAGUE OF  
GREATER NEW BRUNSWICK,  
et al.,

Plaintiffs,

-vs-

MAYOR AND COUNCIL OF THE  
BOROUGH OF CARTERET,  
et al.,

Defendants.

: CIVIL ACTION  
:  
: CERTIFICATION OF PHILIP G.  
GEORGE IN SUPPORT OF  
: APPLICATION FOR LEAVE TO  
INTERVENE AND TO LIFT  
: RESTRAINTS

:  
:

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
GENERAL EQUITY PART  
MIDDLESEX COUNTY  
DOCKET NO. [#]

LAWRENCE J. MASSARO,  
VINCENT ORAZI, and  
GENE S. MOHAN and  
DEBRA A. MOHAN, his wife,

Plaintiffs,

-vs-

: CIVIL ACTION  
:  
:  
:

BOROUGH OF SOUTH PLAINFIELD, :  
MAYOR AND COUNCIL OF SOUTH :  
PLAINFIELD, MAYOR MICHAEL ENGLISH, :  
COUNCIL PRESIDENT FERDINAND :  
THIEL, COUNCIL MEMBERS BERNARD :  
CONLON, DONALD ACRIN, MICHAEL :  
WOSKEY, DANIEL GALLAGHER AND :  
ADDIE LEVINE, :

Defendants. :

PHILIP G. GEORGE, of full age, hereby deposes and  
says:

(1) I am an attorney at law of the State of New Jersey and a member of the law office which represents Lawrence J. Massaro, Vincent Orazi and Gene and Debra Mohan, contract purchasers of certain parcels of land in the Borough of South Plainfield for which title has not yet been passed.

(2) Lawrence J. Massaro is the contract purchaser of part of Lot 6 in Block 438 by resolution of the Mayor and Council of South Plainfield dated June 11, 1984, for a purchase price of \$53,125.00, and part of Lot 26 in Block 310 dated June 11, 1984, for a purchase price of \$106,500.00. He is also the contract purchaser of part of Lot 1.01 in Block 427 and part of Lot 4.01 in Block 448 dated August 13, 1984, for a purchase price



of \$1,270,348.50. Deposits were duly paid in to the Borough.

(3) Vincent Orazi is the contract purchaser of part of Lot 2.01 in Block 398 by resolution of the Mayor and Council of South Plainfield dated July 9, 1984 for a purchase price of \$25,000.00. Deposit was duly paid to the Borough.

(4) Gene Mohan and Debra Mohan, his wife, are the contract purchasers of part of Lot 3 in Block 398 by resolution of the Mayor and Council of South Plainfield dated August 8, 1983 for a purchase price of \$15,500.00. Deposit was duly paid to the Borough.

(5) More complete descriptions of the parcels of land in question and the resolutions offering the said properties for sale and accepting the respective bids therefor, are contained in the Exhibits section of a complaint for specific performance filed on October 16, 1985, a copy of which is attached to this certification pursuant to the requirements of R. 4:33-3.

(6) On August 12, 1985, the Mayor and Council of South Plainfield passed resolutions making time of the essence for the payment of the balance of the purchase prices for these properties, with performance set for Friday, August 23, 1985, before 5 P.M. See Exhibits [A-D] attached hereto.

(7) On August 23, 1985, plaintiffs/intervenors (called plaintiffs hereafter) through their attorney John George, a member of this office, appeared at the office of the South Plainfield Borough Clerk and tendered payment of the balance of

the purchase price for these properties, which was accepted for the Borough by the Clerk.

(8) At that time, the Borough did not tender or deliver deeds to the properties. At the time the resolution making time of the essence was passed and the specific day set for performance, the Borough was still restrained from making any land sales or consummating any land sale contracts by order of this Honorable Court dated July 3, 1985, which restraints continue to this present date.

(9) On October 2, 1985, this Court heard oral argument on the consolidated motions of Urban League defendant municipalities to transfer their cases to the Fair Housing Council and orally continued the restraints above as part of its bench decision on the motions.

(10) On October 11, 1985 this office received a copy of a letter dated October 9, 1985 from Eric Neisser, Esq., attorney for the Urban League, indicating that the New Jersey Housing and Mortgage Finance Agency (HMFA) has set a deadline for applications for first-round funding to municipalities seeking to meet their Mount Laurel obligations of mid-January 1986 (Exhibit E). In the judgment of May 22, 1984, of this Court regarding establishment and implementation of South Plainfield's Mount Laurel obligations, at paragraph 6, the Borough committed itself to apply for any available funds for rehabilitation of housing or subsidy of construction or rents, which the HMFA funds would appear to be. And further, the Lot 1.01/Block 427 - Lot

4.01/Block 448 parcel purchased by Lawrence J. Massaro but not conveyed is a tract designated for multiple housing to meet South Plainfield's immediate housing needs under the judgment.

(11) I am making application on behalf of the plaintiffs in this matter seeking leave to intervene and to have the restraints on land sales lifted as to their purchases. I hereby certify that the foregoing statements made by me are true, and the copies of documents attached or referred to, true copies. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

DATED:

October 25, 1985

  
\_\_\_\_\_  
PHILIP G. GEORGE  
for the office