

PROPERTY OFFERING MEMORANDUM

35 Harrison Avenue & 30 Cleveland Avenue

Highland Park, New Jersey 08904

5–6 Residential Units — Legal 2-Family Carriage House — 0.76 Acres — Dual Street Frontage

Offered For Sale By Owner • May 2026

May 2026

Dear Developer / Builder,

We are pleased to present a rare residential development opportunity in Highland Park, New Jersey. This property is a through-lot with dual street frontage on both Harrison Avenue and Cleveland Avenue, measuring 164 feet wide by 202 feet deep — a total of 0.76 acres (33,126 square feet) per the recorded deed. The property includes an existing legal two-family carriage house at 30 Cleveland Avenue and appears to support 5 to 6 residential units consistent with current RA zoning requirements. Buyers are responsible for independent verification of all zoning and development assumptions.

Our asking price is \$2,500,000 and all offers will be considered. Offers should be accompanied by proof of financial capacity and a brief statement of the buyer's development experience.

PROPERTY SUMMARY

Address	35 Harrison Avenue & 30 Cleveland Avenue, Highland Park, NJ 08904
Block / Lot	Block 504, Lot 8 — Middlesex County
Lot Dimensions	164.00 ft wide × 202.28 ft deep (deed-confirmed per legal description)
Total Area	0.76 acres / 33,126 sq ft (per recorded deed and tax records)
Street Frontage	Dual frontage: Harrison Avenue (north) AND Cleveland Avenue (south)
Zoning	RA Residential Zone, Borough of Highland Park
Subdivision Potential	5–6 residential units appear consistent with current RA zoning — buyers responsible for independent verification
Existing Structure	Legal 2-family carriage house (30 Cleveland Ave) remains on property — original 6,285 sq ft main residence demolished
Asking Price	\$2,500,000 — All offers considered
Offer Deadline	Friday, June 6, 2025 by 5:00 PM Eastern

PROPERTY DESCRIPTION

35 Harrison Avenue (also known as 30 Cleveland Avenue) is a through-lot running street to street, providing full frontage on both Harrison Avenue to the north and Cleveland Avenue to the south. Lot dimensions of 164.00 × 202.28 feet are confirmed by the recorded deed (Book 05596, Page 0521, Middlesex County Clerk). Total lot area is 0.76 acres / 33,126 square feet per tax records and recorded deed.

The original main residence (6,285 square feet) has been demolished. The property retains an existing two-story carriage house at 30 Cleveland Avenue, Highland Park, NJ 08904, comprising approximately 2,144 square feet per tax records, which has been confirmed as a legal two-family dwelling. The carriage house features a distinctive Ludowici clay tile roof, STO brand stucco exterior, Anderson windows, hardwood floors, extensive custom moulding throughout, cedar closets, vaulted ceilings, recessed lighting, arched doorways, and a Belgian pavers entranceway. Each of the two units has its own separate entrance, a fully equipped kitchen with granite countertops, gas range, stainless steel appliances including dishwasher, and in-unit washer and dryer. Both bathrooms are marble with glass tile accents, double vanity, Jacuzzi brand jetted tubs with 6 jets, and Toto toilets. Each unit has its own thermostat with a hydronic heating system. and has been renovated with modern fixtures. By right and by law, this structure is recognized as a pre-existing two-family use and may remain on its subdivided lot. The carriage house has its own utility connections including water, gas, electric, and sewer, 200-amp electrical service, central air conditioning, and natural gas hot water baseboard heating. A new water and sewer hookup to the street was completed within the last four years at a cost of approximately \$30,000. A copy of the Consent Order of Settlement (Superior Court of New Jersey, Middlesex County, Docket No. MID-C-195-16, dated March 24, 2022) confirming the carriage house's legal two-family status and the Borough's agreement regarding subdivision is attached hereto for buyer's review. Buyers are solely responsible for verifying all details regarding the carriage house including its condition, permits, certificate of occupancy, and any applicable zoning status. The property is offered as-is.

The property is situated on the desirable north side of Highland Park, a diverse and established residential community with exceptional walkability and strong institutional infrastructure. The neighborhood is home to a wide range of religious institutions serving residents of all faiths, including churches, mosques, and synagogues — among them Congregation Ohr Torah and Congregation Ohave Shalom. The area also includes Rabbi Pesach Raymon Yeshiva (RPRY), Netivot Montessori, and other well-regarded schools, and lies within the Highland Park/New Brunswick eruv. The property is approximately a 10-minute walk to the New Brunswick NJ Transit train station with direct service to New York Penn Station, and is half a block from a Rutgers University shuttle bus stop. Residents enjoy proximity to Rutgers University, highly rated Highland Park public schools, and an active Raritan Avenue commercial corridor with diverse dining and retail options. The neighborhood benefits from strong, diverse buyer demand for new residential construction and limited available developable land.

SUBDIVISION & ZONING ANALYSIS

Based on sellers' review of the Borough of Highland Park RA Zone bulk schedule (Chapter 230, Ordinance 22-2055), the property appears consistent with a residential subdivision of 5 to 6 units. The existing two-family carriage house at 30 Cleveland Avenue is a legal pre-existing two-family dwelling that by right and by law may remain on its subdivided lot. Buyers are solely responsible for independent verification of all zoning, subdivision, and development assumptions including the number of units achievable:

- Existing legal two-family carriage house at 30 Cleveland Avenue — pre-existing use, may remain on its subdivided lot by right
- Up to 4–5 additional new construction lots appearing consistent with RA zone minimum 50 ft width × 100 ft depth × 5,000 sq ft area
- Width per new lot: 54+ feet (Harrison Ave side) and 82 feet (Cleveland Ave side) — both exceed 50-foot minimum

- Depth per lot: 100+ feet — meets 100-foot minimum
- All proposed new construction lots are street-facing — no flag lots
- No variances known to sellers for this configuration — buyers to verify independently
- Total residential units on property: 5 to 6 — buyers responsible for determining achievable unit count

Sellers are aware that oil tanks previously located on the property were professionally removed by a licensed contractor with all applicable permits filed, approved, and inspected, including passing final inspection. No underground storage tanks are known to exist on the property at this time. Buyers are solely responsible for independent environmental due diligence including Phase I and Phase II site assessment as applicable. Sellers make no warranty regarding environmental condition.

Developers wishing to pursue a 6-lot configuration may do so by applying for applicable bulk variances. Sellers make no representation as to the likelihood of variance approval. Any variance process would be entirely at the buyer's expense, risk, and timeline.

OFFERING TERMS & CONDITIONS

The following terms reflect the sellers' expectations. These are not the final contract terms, which will be negotiated through counsel, but represent the framework sellers expect in any acceptable offer. Offers significantly deviating from these terms are unlikely to be accepted regardless of price.

Asking Price: \$2,500,000. All offers will be considered. Sellers will review all offers received by the deadline and respond to each.

Property Condition — Sold As-Is: The property is offered strictly as-is, where-is. Sellers will make no repairs, replacements, or corrections to any physical, environmental, zoning, or title condition of the property except as required by applicable New Jersey law for conveyance. Buyers are solely responsible for all independent due diligence. Sellers make no warranties, express or implied, regarding the condition of the property, soil conditions, environmental status, utility availability, or development feasibility. Buyers shall not rely on any verbal representations.

Good Faith Deposit: \$125,000 (5% of asking price), to be wired to escrow within 5 business days of contract execution. Deposit is fully non-refundable upon expiration of the due diligence period. Failure to deliver the deposit within 5 business days may result in contract termination at sellers' election. No personal checks. Wire transfer or certified funds only.

Due Diligence Period: 45 days from contract execution, hard outside date. This period is intended to cover all buyer's due diligence including but not limited to environmental review, Phase I/II site assessment, survey, title examination, zoning verification, utility review, and municipal consultation. All due diligence costs are buyer's sole responsibility. Sellers will cooperate reasonably with buyer's access to the property for inspection purposes.

Extension Option & Penalty: If buyer requires additional time beyond the 45-day due diligence period, sellers may (but are not obligated to) grant extensions in 30-day increments at a non-refundable extension fee of \$12,000 per 30-day period. Extension fees are credited against the purchase price only if the transaction closes. If the transaction does not close, extension fees are retained by sellers.

Financing: No financing contingency will be accepted. Buyers who intend to finance construction or acquisition must have financing fully committed or must be prepared to close without a financing contingency. Proof of financial capacity is required with any offer.

Closing Timeline: Closing shall occur within 60 days after expiration of the due diligence period. Outside closing date not to exceed 150 days from contract execution unless mutually agreed in writing. Any delay in closing beyond the agreed closing date caused by buyer shall entitle sellers to retain all deposits and extension fees paid to that point.

Seller Representations: Sellers represent clear and marketable title. Sellers will convey by standard New Jersey bargain and sale deed. Standard title exceptions of record apply. Buyers are responsible for title search, title insurance, and transfer tax in accordance with applicable law.

OFFER SUBMISSION REQUIREMENTS

All offers must be submitted in writing to the contacts listed below by 5:00 PM Eastern Time on Friday, June 6, 2025. Offers received after this deadline may not be considered. Offers must include:

- Proposed purchase price
- Proof of financial capacity: current bank statement, proof of funds letter from financial institution, or evidence of committed construction financing (must reflect capacity to close at proposed purchase price)
- Brief statement of buyer's prior NJ residential subdivision development experience
- Contact information for principal decision-maker

Sellers reserve the right to negotiate with multiple parties simultaneously, to accept any offer, to reject any offer for any reason, and to counter any offer at their sole discretion. Sellers may also accept an offer prior to the deadline if a satisfactory proposal is received.

CONTACT INFORMATION

All inquiries, questions, and written offers should be directed to the sellers directly at the email address below. Please do not contact the contract review attorney with inquiries or offers — she is engaged solely to review executed contracts.

35harrisonave@gmail.com

Zillow listing:

https://www.zillow.com/homedetails/35-Harrison-Ave-Highland-Park-NJ-08904/39086973_zpid/

Contract review attorney (all contracts reviewed by):

Linda Lavin Gotlib, Esq.

Law Office of Linda Gotlib

64 Carson Avenue, Metuchen, NJ 08840

Phone: 848-328-7091

Note: Ms. Gotlib acts solely as contract review attorney for sellers. She is not a real estate broker or agent and her involvement does not constitute brokerage representation.

IMPORTANT DISCLAIMER

THIS DOCUMENT IS A PRELIMINARY OFFERING MEMORANDUM FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT, AN OFFER TO SELL, OR A BINDING COMMITMENT OF ANY KIND. Nothing contained herein shall be binding on the sellers unless and until a fully executed written purchase and sale agreement is signed by all parties.

All information contained herein has been obtained from sources believed reliable but is subject to verification. Sellers make no representation or warranty, express or implied, as to the accuracy, completeness, or fitness of any information provided. Buyers and their advisors should conduct independent due diligence and verify all information through their own investigation.

Sellers reserve the right to withdraw this offering, modify terms, or reject any and all offers at any time without obligation. The rights and obligations of the parties shall be governed solely by a fully executed purchase and sale agreement. This memorandum shall not be incorporated into or form any part of any such agreement.

We appreciate your interest and look forward to receiving your proposal.

Sincerely,

The Cappell Family

Owners of Record — 35 Harrison Avenue & 30 Cleveland Avenue, Highland Park, NJ
Block 504, Lot 8, Middlesex County
35harrisonave@gmail.com