



THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

BRANCHBURG TOWNSHIP | SOMERSET COUNTY, NEW JERSEY

July 2020



THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

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A SIGNED AND SEALED ORIGINAL IS ON FILE WITH THE TOWNSHIP CLERK



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INTRODUCTION & EXECUTIVE SUMMARY

Since the 1975 New Jersey Supreme Court decision known as “Mount Laurel I”, New Jersey municipalities have had a constitutional obligation to provide opportunities for creation of low and moderate housing units. This 1975 decision led to a body of case law, legislative changes and rulemaking by a state agency that, collectively, is now referred to as the “Mount Laurel doctrine”. Through these actions, New Jersey municipalities have been assigned a specific number of affordable housing units that must be created or planned for creation in order to have “satisfied” their constitutional obligation, commonly referred to as their affordable housing obligation. The purpose of this Housing Element and Fair Share Plan (hereinafter the “Plan”) is to present how Branchburg Township will satisfy its constitutional obligation.

Affordable housing in New Jersey is defined as housing units which are reserved for households with incomes not more than 80% of the regional median income. Each affordable unit, with limited exceptions, must remain reserved for low- and moderate-income households for not less than 30 years and it is typically enforced by a deed restriction. Each affordable unit is eligible for one “credit” against the obligation and certain units are eligible for “bonus credits”, which provide more than one credit per unit. In addition to providing the minimum number of credits, municipalities must ensure diversity in the level of affordability – meaning very low, low- and moderate-income units – and diversity in the size of affordable units – meaning one, two- and three-bedroom units.

Participation in this process, and therefore satisfaction of the affordable housing obligation, can be achieved voluntarily or involuntarily. However, voluntary compliance is heavily incentivized. Municipalities that do not successfully participate may be vulnerable to “builder’s remedy” litigation. A builder’s remedy is a litigation tool that grants a developer the right to develop what is typically a multi-family project on land that was not zoned to permit the use or the residential density desired by the developer, provided a “substantial” percentage of the units are reserved for low and moderate income households. Branchburg Township seeks to avoid this possibility and has already taken substantial steps to do so.

This Plan supersedes all previously adopted housing plans. It has been prepared pursuant to a 2019 Settlement Agreement between the Branchburg Township and Fair Share Housing Center (hereinafter “FSHC”) that set forth the Township’s affordable housing obligation and a preliminary plan for how it would be satisfied. FSHC is an interested party in the Township’s Declaratory Judgment filed in Superior Court on July 1, 2015 as permitted by the March 10, 2015 NJ Supreme Court decision known as “Mount Laurel IV.” This Supreme Court decision rendered COAH “moribund” and created a transitional process for municipalities to determine their affordable housing obligation and seek compliance in the State’s trial courts, as opposed to the Committee on Affordable Housing (“COAH”) performing that function. This Plan will serve as the foundation for the Township’s application to Superior Court for that approval, referred to as a Judgment of Compliance and Order of Repose.

This Plan reflects a Settlement Agreement between the Branchburg Township and Fair Share Housing Center. The Branchburg Township filed a complaint for Declaratory Judgement in Superior Court on July 1, 2015, seeking a declaration of compliance with the Mount Laurel Doctrine and the Fair Share Housing Act of 1985. The Township agreed to settle the litigation with FSHC and negotiate for revised zoning with the intervenors in an effort to avoid delays and move forward with the construction of housing units for low and moderate-income households. After much negotiation, the Township entered into an Agreement that set forth the affordable housing obligations pursuant to Mount Laurel IV and determined The Third Round Obligation.

As detailed in this Housing Plan, Branchburg Township – like all New Jersey municipalities – has three components of its affordable housing obligation. Each component of the obligation is identified below.

- Rehabilitation Obligation: 12 units
The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Branchburg Township occupied by low- and moderate-income households.
- Prior Round Obligation: 302 units
The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation.
- Third Round Obligation: 1,000 units
The Third Round obligation can be defined as the cumulative 1999 through 2025 new construction affordable housing obligation. This includes the “gap present need” from 1999 through 2015 and the “prospective need” from 2015 through 2025.

The Township fully satisfies the rehabilitation obligation through an existing owner-occupied housing program that is managed by the Township. In addition, the Township will participate in the Somerset County Housing Rehabilitation Program to address the rehabilitation obligation.

The Township has addressed its 302-unit Prior Round obligation with RCA credits, completed family and senior rental units, completed family for-sale units, completed alternate living arrangement units and future supportive and special needs bedrooms.

As detailed in this Plan and summarized below, the Township will utilize a variety of sites and housing types to meet the Third Round obligation:

- Prior Round credit surplus: 14 credits from Cedar Brook
- Supportive and Special Needs Bedrooms: 50 credits
- Extension of Controls: 40 credits
- 100%/Municipally Sponsored projects: 299 credits
- Inclusionary projects: 347 credits
- Rental Bonuses: 250 credits

Adoption of this Housing Element and Fair Share Plan and complete implementation of the mechanisms described above to meet the affordable housing obligation will yield a Judgment of Compliance and Order of Repose from Superior Court and protect the Township from builder's remedy litigation through July 2025, the maximum time available.

AFFORDABLE HOUSING IN NEW JERSEY

In its landmark 1975 decision, now referred to as "Mount Laurel I", the NJ Supreme Court ruled that developing municipalities have a constitutional obligation to provide a variety and choice of housing types affordable to low- and moderate-income households. In its 1983 "Mount Laurel II" decision, the NJ Supreme Court extended the regional fair share obligation to all municipalities with any "growth area" as designated in the State Development Guide Plan (NJDCG 1978) and determined that each municipality would have to establish its fair share obligation and provide zoning mechanisms to create a realistic opportunity for fulfillment of the fair share obligation. Mount Laurel II also gave developers, under appropriate circumstances, the opportunity to secure a builder's remedy. A builder's remedy is a litigation tool that grants a developer the right to develop what is typically a multi-family project on land that was not zoned to permit the use or the residential density desired by the developer, provided a "substantial" percentage of the units are reserved for low and moderate income households.

In 1985, the Legislature enacted the Fair Housing Act in response to Mount Laurel II. The Fair Housing Act created the Committee on Affordable Housing (hereinafter "COAH") and an administrative alternative to compliance in a court proceeding. The Legislature conferred "primary jurisdiction" on COAH and charged COAH with promulgating regulations to establish housing regions, to estimate the state's low- and moderate-income housing needs, set criteria and guidelines for municipalities to determine and satisfy their affordable housing obligation, and to create a process for the review and approval of appropriate housing elements and fair share plans. Approval of a municipal housing element and fair share plan by COAH is referred to as "substantive certification" and it provides protection from exclusionary zoning litigation during the time period which the housing element and fair share plan addresses (i.e. the round).

Activity From 1987 - 1993

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligation. COAH originally established a formula for determining municipal affordable housing obligation for the six-year period between 1987 and 1993 (N.J.A.C. 5:92-1 et seq.), which became known as the "First Round." These rules established the First Round rehabilitation obligation (also referred to as the "present need") and the first round new construction obligation.

The First Round formula was superseded by COAH regulations in 1994 (N.J.A.C. 5:93-1.1 et seq.). The 1994 regulations recalculated a portion of the first round 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 to identify a municipality's "cumulative"

obligations for the First and Second Rounds are known as “the Second Round” regulations. Under regulations adopted for the Third Round, the obligation of municipalities to create new affordable housing for the First and Second Rounds is referred to as the “Prior Round” obligation. This Plan refers to the new construction obligation for the First and Second housing cycles as the “Prior Round” obligation.

Activity From 1999 - 2011

On December 20, 2004, COAH’s first version of the Third Round rules became effective some five years after the end of the Second Round in 1999. At that time, the Third Round was defined as the time period from 1999 to 2014 but condensed into an affordable housing delivery period from January 1, 2004 through January 1, 2014. The Third Round rules marked a significant departure from the methods utilized in COAH’s Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a “growth share” approach that linked the production of affordable housing to residential and non-residential development within a municipality.

However, on January 25, 2007, the New Jersey Appellate Court decision, *In re Adoption of N.J.A.C. 5:94 and 5:95*, 390 N.J. Super. 1, invalidated key elements of the first version of the Third Round rules, including the growth share approach. The Court ordered COAH to propose and adopt amendments to its rules within six months to address the deficiencies identified by the Court. COAH missed this deadline but did issue revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). COAH largely retained the growth share approach, but implemented several changes intended to create compliance with the 2007 Appellate Court decision. Additionally, the Third Round was expanded from 2014 to 2018.

Just as various parties challenged COAH’s initial Third Round regulations, parties challenged COAH’s 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision, *In re Adoption of N.J.A.C. 5:96 and 5:97*, 416 N.J. Super. 462, with respect to the challenge to the second iteration of COAH’s third round regulations. The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality but invalidated the regulations by which the agency assigned housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a “growth share” formula. Instead, COAH was directed to use similar methods that had been previously used in the First and Second rounds. The Court gave COAH five months to address its ruling and provide guidance on some aspects of municipal compliance.

In addition to the State agency activity and judicial decisions, the New Jersey Legislature has amended the Fair Housing Act in recent years. On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46 (referred to as the “Roberts Bill”, or “A500”), which amended the Fair Housing Act. Key provisions of the legislation included the following:

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;

- It eliminated new regional contribution agreements (hereinafter “RCAs”) as a compliance technique available to municipalities whereby a municipality could transfer up to 50% of its fair share to a so called “receiving” municipality;
- It added a requirement that 13% of all affordable housing units and 13% of all similar units funded by the state’s Balanced Housing Program and its Affordable Housing Trust Fund be restricted to very low-income households (30% or less of median income); and
- It added a requirement that municipalities had to commit to spend development fees within four (4) years of the date of collection after its enactment, which commenced on the four-year anniversary of the law (July 17, 2012).

These amendments to the Fair Housing Act are not promulgated in any valid COAH regulations. However, the requirement to expend development fees within four-years of their collection was determined in a Middlesex County Superior Court case to instead have the first four-year period to begin upon a Judgment of Repose, or upon a finding by the Court that the municipality is determined to be non-compliant (IMO of the Adoption of the Monroe Township Housing Element and Fair Share Plan and Implementing Ordinances). Superior Courts around the State have been guided by this decision.

Activity from 2011 to the Present

COAH sought a stay from the NJ Supreme Court of the March 8, 2011 deadline that the Appellate Division imposed in its October 2010 decision for the agency to issue new Third Round housing rules. The NJ Supreme Court granted COAH’s application for a stay and granted petitions and cross-petitions to all of the various challenges to the Appellate Division’s 2010 decision. The NJ Supreme Court heard oral argument on the various petitions and cross-petitions on November 14, 2012.

On September 26, 2013, the NJ Supreme Court upheld the Appellate Court decision in *In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Committee On Affordable Housing*, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH’s rule preparation and ensuing litigation led to the NJ Supreme Court, on March 14, 2014, setting forth a schedule for adoption.

Although ordered by the NJ Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20th meeting and failed to adopt the draft rules it had issued on April 30, 2014. In response, FSHC filed a motion in aid of litigant’s rights with the NJ Supreme Court, and oral argument on that motion was heard on January 6, 2015.

On March 10, 2015, the NJ Supreme Court issued a ruling on the Motion In Aid of Litigant’s Rights (*In re Adoption of N.J.A.C. 5:96 & 5:97*, 221 NJ 1, aka “Mount Laurel IV”). This long-awaited decision provides a new direction for how New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges. The implication of this is that municipalities may no longer wait for COAH to adopt Third Round rules before preparing new Third Round housing elements and fair share plans and municipalities must now apply to the Courts,

instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. These trial judges, with the assistance of an appointed Special Master to the Court, review municipal plans much in the same manner as COAH previously did.

While the NJ Supreme Court's decision set a process in motion for towns to address their Third Round obligations, it did not assign those obligations. Instead, that must be done by the trial courts. However, the NJ Supreme Court did direct that the method of determining municipal affordable housing obligations were to be "similar to" the methodologies used in the First and Second Round rules. Additionally, the Court stated that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and certain components of COAH's 2008 regulations that were specifically upheld (including but not limited to Redevelopment Bonuses), as well as the Fair Housing Act (N.J.S.A. 52:27D – 301 et seq.), in their preparation of Third Round housing elements and fair share plans. This plan is prepared in response to and in compliance with the March 10, 2015 NJ Supreme Court decision.

FSHC, the only public interest advocacy organization in New Jersey devoted exclusively to promoting the production of housing affordable to low- and moderate-income households, was permitted to serve as an interested party in every municipal Declaratory Judgment Action. In this role the organization calculated municipal affordable housing obligations and offered to settle with municipalities. Such settlements addressed the municipal affordable housing obligation, compliance mechanisms and other terms intended to promote affordable housing production. Most municipalities that filed a Declaratory Judgment Action have found settlement with FSHC to be in their interest. The alternative to settlement with FSHC is conducting a trial in Superior Court to determine the municipal affordable housing obligation.

On January 17, 2017, the NJ Supreme Court rendered a decision, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), that found that the "gap period," defined as 1999-2015, generates an affordable housing obligation. This obligation requires an expanded definition of the municipal Present Need obligation to include low- and moderate-income households formed during the gap period; however, this component of the obligation is a new-construction obligation rather than a rehabilitation obligation.

Accordingly, the municipal affordable housing obligation is now composed of the following 4 parts:

- Present Need (rehabilitation),
- Prior Round (1987-1999, new construction),
- Gap Present Need (Third Round, 1999-2015, new construction), and
- Prospective Need (Third Round, 2015 to 2025, new construction).

While the structure of the obligation established through the Township's Settlement Agreement with FSHC is different from the findings of this recent Supreme Court decision (i.e. no redefined Present Need (1999-2015) and a Prospective Need specific to 2015-2025), the Township's obligation therein reflects that which was calculated for the entire third round period (1999-2025).

The Compliance Process

With the Supreme Court’s direction that such responsibility must transfer from COAH to Superior Court Trial Judges, municipalities may no longer seek substantive certification. Instead, municipalities now seek a Judgment of Compliance and an Order of Repose from Superior Court or the judicial equivalent of substantive certification. Doing so first requires that a complaint for Declaratory Judgment be filed in Superior Court.

The majority of municipalities who filed for Declaratory Judgment, including Branchburg Township, settled with FSHC. This means a Settlement Agreement, agreed to by both parties, sets forth the affordable housing obligation, preliminary compliance mechanisms and other terms intended to promote affordable housing production. This Settlement Agreement must be approved by Superior Court at a “Fairness Hearing” where the Settlement Agreement is evaluated to determine if it is fair to the interests of low- and moderate-income households¹.

Once determined to be “fair” via the issuance of a Court Order, a municipality must adopt and endorse a housing element and fair share plan that reflects the terms of the Settlement Agreement. This housing plan must be subsequently submitted to Superior Court for its review and approval. Should the Court find the plan acceptable, the municipality will receive a Judgment of Compliance and an Order of Repose and immunity from builder’s remedy litigation for the remaining portion of the third round, which ends on July 1, 2025. This is similar to COAH’s substantive certification. To maintain the validity of the Order, the municipality is required to conduct the necessary continued implementation and monitoring.

Aiding in the Judge’s evaluation of the Settlement Agreement is a Special Master appointed by the Judge. This person serves at the direction of the Judge, including preparation of reports at each step in the process, and may serve as a mediator between the municipality, FSHC and/or other intervenors.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey’s Fair Housing Act as a dwelling, either for sale or rent, that is within the financial means of households of low- or moderate-income, as is measured within each housing region. Branchburg Township is in COAH’s Region 3, which includes Hunterdon, Somerset and Middlesex counties. Moderate-income households are those with annual incomes greater than 50%, but less than 80% of the regional median income. Low-income households are those with annual incomes that are 50% or less than the regional median income. Very low-income households are a subset of “low-income” households and are defined as those with incomes 30% or less than the regional median income.

¹ These settlement agreements are evaluated according to guidelines established by the Court in two principal cases: Morris County Fair Housing Committee v. Boonton Twp. 197 N.J. Super. 359, 369-71 (Law Div. 1984) and East/West Venture v. Township of Fort Lee 286 N.J. Super. 311 (App. Div. 1996). T

The Uniform Housing Affordability Controls (hereinafter “UHAC”) at N.J.A.C. 5:80-26.3(d) and (e) requires that the maximum rent for a qualified unit be affordable to households with incomes 60% or less than the median income for the region. The average rent must be affordable to households with incomes no greater than 52% of the median income. The maximum sale prices for affordable units must be affordable to households with incomes 70% or less than the median income. The average sale price must be affordable to a household with an income of 55% or less than the median income.

The regional median income is defined by COAH using the federal income limits established by Department of Housing and Urban Development (hereinafter “HUD”) on an annual basis. In the spring of each year, HUD releases updated regional income limits, which COAH reallocates to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. However, COAH has not published updated income limits or rent increases since 2014.

To update income limits, the Township will rely on the methodology set forth and approved by the Superior Court that establishes the criteria to follow to annually update income limits. The criteria adhere to COAH’s Prior Round methodologies, the key aspects of which are outlined below and are to be utilized by Branchburg pursuant to the Settlement Agreement.

Income limits for all units that are part of the Township’s Housing Element and Fair Share Plan, excluding those which income limits are already established through a federal program, shall be updated by the Township as HUD publishes median incomes and income limits as follows:

- Regional income limits shall be established for the region that the Township is located within (i.e. Region 3) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four (4) is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township’s housing region. This quotient represents the regional weighted average of median income for a household of four (4).
- The income limit for a moderate-income unit for a household of four (4) shall be 80% of the regional weighted average median income for a family of four (4). The income limit for a low-income unit for a household of four (4) shall be 50% of the HUD determination of the regional weighted average median income for a family of four (4). The income limit for a very low-income unit for a household of four (4) shall be 30% of the regional weighted average median income for a family of four (4). These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- The Regional Asset Limit used in determining an applicant’s eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the

percentage increase of the income limits calculated pursuant to the methodology outlined above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

For 2020, the Affordable Housing Professionals of New Jersey (“AHPNJ”) and FSHC have jointly developed updated income limits for all housing regions in New Jersey, which were calculated using the methodology outlined above. As approved by the Court, these income limits for Region 3 will be utilized for Branchburg. See Table 1 for 2020 income limits for Region 3.

2020 Income Limits for Region 3					
Household Income Levels	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household
Moderate	\$66,920	\$76,480	\$86,040	\$95,600	\$103,248
Low	\$41,825	\$47,800	\$53,775	\$59,750	\$64,530
Very Low	\$25,095	\$28,680	\$32,265	\$35,850	\$38,718
Source: 2020 Income Limits prepared by Affordable Housing Professionals of New Jersey.					

The following tables provide illustrative sale prices and gross rents for 2020. The sample rents and sale prices are illustrative and are gross figures, which do not account for the specified utility allowances for rental units or for specific mortgage rates, taxes, etc. for sales units. As a note, rents have increased by a collective 5.1% in 2015, 2016 and 2017, by 2.2% in 2018, 2.6% in 2019 and 1.9% in 2020.

Illustrative 2020 Affordable Gross Rents for Region 3			
Household Income Levels (% of Median Income)	1-Bedroom Unit Rent	2-Bedroom Unit Rent	3-Bedroom Unit Rent
Moderate	\$1,242	\$1,454	\$1,704
Low	\$1,015	\$1,183	\$1,391
Very Low	\$563	\$640	\$765
Source: 2020 Affordable Housing Pricing Calculator: Council on Affordable Housing Affordable Housing Calculator prepared by Affordable Housing Professionals of New Jersey.			

Illustrative 2020 Affordable Sales Prices for Region 3			
Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate	\$152,983	\$186,259	\$217,316
Low	\$125,254	\$152,983	\$178,865
Very Low	\$69,794	\$86,736	\$101,961
Source: 2020 Affordable Housing Pricing Calculator: New Jersey Council on Affordable Housing Affordable Housing Pricing Calculator prepared by Affordable Housing Professionals of New Jersey.			

AFFORDABLE HOUSING IN BRANCBURG TOWNSHIP

The Township was sued under Mount Laurel II in 1983, shortly after the Supreme Court's decision was handed down. Following the Legislature's adoption of the Fair Housing Act in 1985, which created the Council on Affordable Housing, and COAH's adoption of its first set of Rules and initial fair share housing allocations, Branchburg sought and received a transfer to COAH's jurisdiction. Branchburg Township was initially certified by COAH as to its first round Housing Element and Fair Share Plan on June 13, 1990.

The 1990 certification expired in 1996. The Township then filed a second round Housing Element and Fair Share Plan with COAH on May 15, 1998, but did not, at that time, petition for substantive certification. In October of 1998, the Township was sued by Branchburg Builders, Inc. The Court transferred the matter to COAH, converting the previously filed plan into a petition for substantive certification. Mediation ensued but was not concluded. However, Branchburg did amend the Housing Element and Fair Share Plan in 1999 to reflect a change to the Midland Adult Services project and submitted a new petition for substantive certification. Branchburg Builders, Inc. objected to the revised plan and mediation was again initiated. The second mediation was ultimately successful and the Township amended its Second Round Plan in March 2001 and submitted it to COAH along with a final petition for substantive certification. COAH granted substantive certification of the Township's Second Round plan on August 11, 2004.

In May of 2007, although still covered by the second round certification through the year 2010, Branchburg sought and was granted an extension of COAH's deadline to submit a third round plan until after COAH had adopted its revised third round rules. After the Appellate Division invalidated, in part, the first iteration of round three regulations, COAH adopted a second iteration of third round rules. COAH proposed these regulations and then had the proposed regulations published in the New Jersey Register on January 22, 2008. COAH adopted these regulations later that year as well as amendments to the new regulations.



The Township met the deadline of December 31, 2008 through the submission of a third round plan to COAH.

Several entities filed objections to the 2008 Third Round Plan and the Township attempted, both with and without COAH's assistance, to mediate the issues raised by the objectors. However, mediation was not successful. COAH requested additional information in December 2009 to be submitted by January 30, 2010. However, in May 2010, mediation was terminated by COAH at the request of the objectors and a revised Third Round Plan was to be adopted and submitted to COAH by July 19, 2010. The submission was deemed complete by COAH on September 9, 2010 and objections were once again filed and mediation ensued.

However, due to the Court activity beginning in late 2010 to 2015, mediation was not proceeding with any success.

To comply with the March 10, 2015 Mt. Laurel IV decision, Branchburg Township petitioned the Superior Court on July 1, 2015, for a Declaratory Judgment and temporary immunity from builder's remedy suits. This action entered the Township into the process of determining its affordable housing obligation and how it would be satisfied. Additionally, the Township later received immunity from builder's remedy litigation while doing so.

To avoid a lengthy trial on the Township's affordable housing obligation and, potentially, a second trial on how that obligation would be satisfied, the Township (August 26, 2019) and FSHC (September 24, 2019) came to terms in a 2019 Settlement Agreement that set forth the Township's affordable housing obligation and preliminary compliance plan. This Settlement Agreement was approved by the Honorable Thomas Miller, P.J. Cv. on February 5, 2020.

This Housing Plan implements the Township's settlement agreement with FSHC.

CONSIDERATION OF LAND MOST APPROPRIATE FOR AFFORDABLE HOUSING

As part of this Plan, the Township has considered land that is appropriate for the construction of low- and moderate-income housing.

In 2016 and 2017, Branchburg issued a Request for Proposals to prospective developers for affordable housing development proposals. Branchburg met with each developer that responded, and with other developers that expressed an interest in developing affordable housing in Branchburg and ranked the projects in terms suitability and decided to work with the developers that provided the most realistic

opportunity for the production of affordable housing. In addition to suitability, the Township considered the proposed percentage of set-aside for affordable housing, and traffic and other impacts.

The Township believes that the mechanisms proposed in this document represent the best options for affordable housing in Branchburg Township. The mechanisms satisfy the Township's affordable housing obligation as established through the Settlement Agreement. While the Township recognizes that developers may, in the future, present sites that possess characteristics that could lend themselves to affordable housing development, additional sites are not needed to satisfy the obligation at this time. Additionally, the Township may consider appropriate sites or projects in the future for an inclusionary or 100% affordable housing project.

BRANCBURG TOWNSHIP'S AFFORDABLE HOUSING OBLIGATION

Since the January 2017 New Jersey Supreme Court ruling on the "gap period", housing plans must address four main components of a municipality's affordable housing obligation. These include the Rehabilitation Obligation to improve substandard housing occupied by low and moderate income households, the Prior Round for new construction from 1987 to 1999, the Gap Period Present Need for new construction from 1999 to 2015, and the Prospective Need, or the Third Round's future new construction demand from 2015 to -2025. In this housing plan, the Gap Period Present Need and Prospective Need are collectively referred to as the Third Round Obligation.

Rehabilitation Obligation

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Branchburg Township that are occupied by low- and moderate-income households. The Settlement Agreement with FSHC establishes the Township's rehabilitation obligation as 12 units. The basis for this obligation is FSHC's May 2015 calculations, which used the most recent decennial census year, 2010, as the point in time in determining the number of deteriorated housing units.

Prior Round Obligation

The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. The Settlement Agreement with FSHC establishes the Township's Prior Round obligation as 302 units. The Settlement Agreement adheres to the Prior Round obligations, as calculated in 1993-1994, and published by COAH in 2008.

Third Round Obligation

The future demand for affordable housing includes the portion of the Third Round (1999- 2015) that has already passed – referred to as Gap Period Present Need, as well as a 10-year projection into the future



(2015-2025) – referred to as the Prospective Need. As established by the Township’s 2019 Settlement Agreement with FSHC, Branchburg Township’s total Third Round obligation (1999-2025) is 1,000 units.

SATISFACTION OF THE AFFORDABLE HOUSING OBLIGATION

The Township is addressing its affordable housing obligation through a variety of mechanisms that include existing affordable units, inclusionary housing and overlay zones.

Satisfaction of the Rehabilitation Obligation

Branchburg Township’s rehabilitation obligation is twelve (12) units. The Township has rehabilitated three (3) dwellings since April 2010 which will be applied to the required twelve (12) units leaving a balance of nine (9) units for rehabilitation. (Crediting information is provided in Appendix 5). The Township will address this obligation through the continuation of a Township run homeowner rehabilitation program and participation in the Somerset County Homeowner Housing Rehabilitation Program, which provides a no-interest loan to income-eligible homeowners to repair major systems in their home. This County program is funded by the federal Community Development Block Grant (CDBG) program.

All rehabilitated units will comply with the definition of a substandard unit in N.J.A.C. 5:93-5.2(b), which states, “a unit with health and safety code violations that require the repair or replacement of a major system.” Major systems include weatherization, roofing, plumbing, heating, electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. All rehabilitated units shall meet the applicable construction code. Additionally, all rehabilitated units shall be occupied by low- or moderate-income households and subject to 10-year affordability controls, which shall be placed on the property in the form of a lien or deed restriction. The average hard cost will be at least \$10,000.

Satisfaction of the Prior Round (1987-1999) Obligation

Branchburg Township’s Prior Round obligation is 302. As summarized in Table 4, Summary of Credits from Prior Round, 1987-1999, the Township has addressed its 302-unit obligation with RCA credits, completed family and senior rental units, completed family for-sale units, completed alternative living arrangement units and proposed supportive and special needs units.

Table 4: Summary of Credits from Prior Round (1987-1999)

Program	Unit Type	Status	Units	Bonus Credits	Total Credits
Regional Contribution Agreement	Transfer to City of New Brunswick	Completed	100	0	100
Cedar Brook	Inclusionary Family For Sale	Completed	40	0	40
Whiton Hills	Inclusionary Senior Rental	Completed	30	4	34
Whiton Hills	Inclusionary Family Rental	Completed	43	43	86
Terrace Edgewood	Inclusionary Family Rental	Completed	4	4	8
Midland	Supportive and Special Needs Housing	Completed	17	17	34
Midland	Supportive and Special Needs Housing	Proposed	7	7	14
Total			241	75	316

REGIONAL CONTRIBUTION AGREEMENT (RCA) UNITS – COMPLETED

City of New Brunswick

The Township previously transferred funds for a total of 100 units for a first round RCA to the City of New Brunswick. The RCA transfer was approved on November 7, 1990 by COAH. (See Appendix 6 for the approving Resolution)

INCLUSIONARY FAMILY SALES – COMPLETED

Cedar Brook

The Cedar Brook development (Block 17, Lot 14) consisted of 250 townhouse units, of which 40 were deed restricted for low- and moderate-income households. The original approval provided in September 1987



was for the provision of 140 affordable dwellings. However, the project was amended to 40 affordable dwellings as the developer agreed to and entered into a regional contribution for 100 affordable housing credits with the City of New Brunswick. Certificates of occupancy were issued between 1990 and 1993. The crediting documentation can be found in Appendix 6.

INCLUSIONARY FAMILY RENTALS – COMPLETED

Whiton Hills

The Whiton Hills development (Block 74, Lot 1) consists of 288 multi-family apartment units of which 73 are deed restricted for low- and moderate-income households. Thirty of the affordable units are age-restricted rental units and the remaining units are family rental units. Certificates of occupancy were provided between 1992 and 1996. The Township is eligible for 43 rental bonuses for the family rental units. The crediting documentation can be found in Appendix 6.

Terrace Edgewood Park

Terrace Edgewood Park received approval to expand this mobile home park, located on the eastern side of Route 202 at the intersection of Robbins Road and Kenbury Road (Block 56, Lot 31) . The existing 92-unit mobile home park was expanded by 20 family rental units, of which four (4) family rental units are deed restricted to low income households. Because they are family rental units, the Township is eligible for 4 rental bonus credits. The crediting documentation can be found in Appendix 6.

INCLUSIONARY SENIOR RENTALS – COMPLETED

Whiton Hills

The Whiton Hills development (Block 74, Lot 1) consisted of 288 multi-family apartment units of which 73 are deed restricted for low- and moderate-income households. Thirty of the affordable units are age-restricted rental units and the remaining units are family rental units. Certificates of occupancy were provided between 1992 and 1996. The Township is eligible for four (4) rental bonuses for a portion of the age-restricted rental units. The crediting documentation can be found in Appendix 6.

SUPPORTIVE AND SPECIAL NEEDS HOUSING – COMPLETED

Midland Adult Services – Group Homes

Midland Adult Services, Inc. (Midland) and the Township entered into an agreement on December 4, 2000 to provide group homes for developmentally disabled adults addressing a portion of the Township prior round affordable housing obligation. The Township agreed to provide a subsidy of \$20,000 per bedroom to Midland to cover the cost of purchasing, constructing and converting existing and future special needs



and supportive housing for low income individuals in exchange for deed restricting the units for 30 years. The agreement was applicable to the following properties:

- 423 Readington Road (Block 59, Lot 16): 4 bedrooms
- 363 Pleasant Run Road (Block 81.01, Lot 1.03): 4 bedrooms
- 890 Old York Road (Block 71, Lot 2): 4 bedrooms
- Robbins Road (Block 48, Lot 11): 5 bedrooms

The four group homes provide a total of 17 bedrooms for low income individuals. and were completed with four very low-income bedrooms for developmentally disabled residents. The Township is claiming 17 rental credits plus 17 rental bonuses for the bedrooms in this home. (Refer to Appendix 6.)

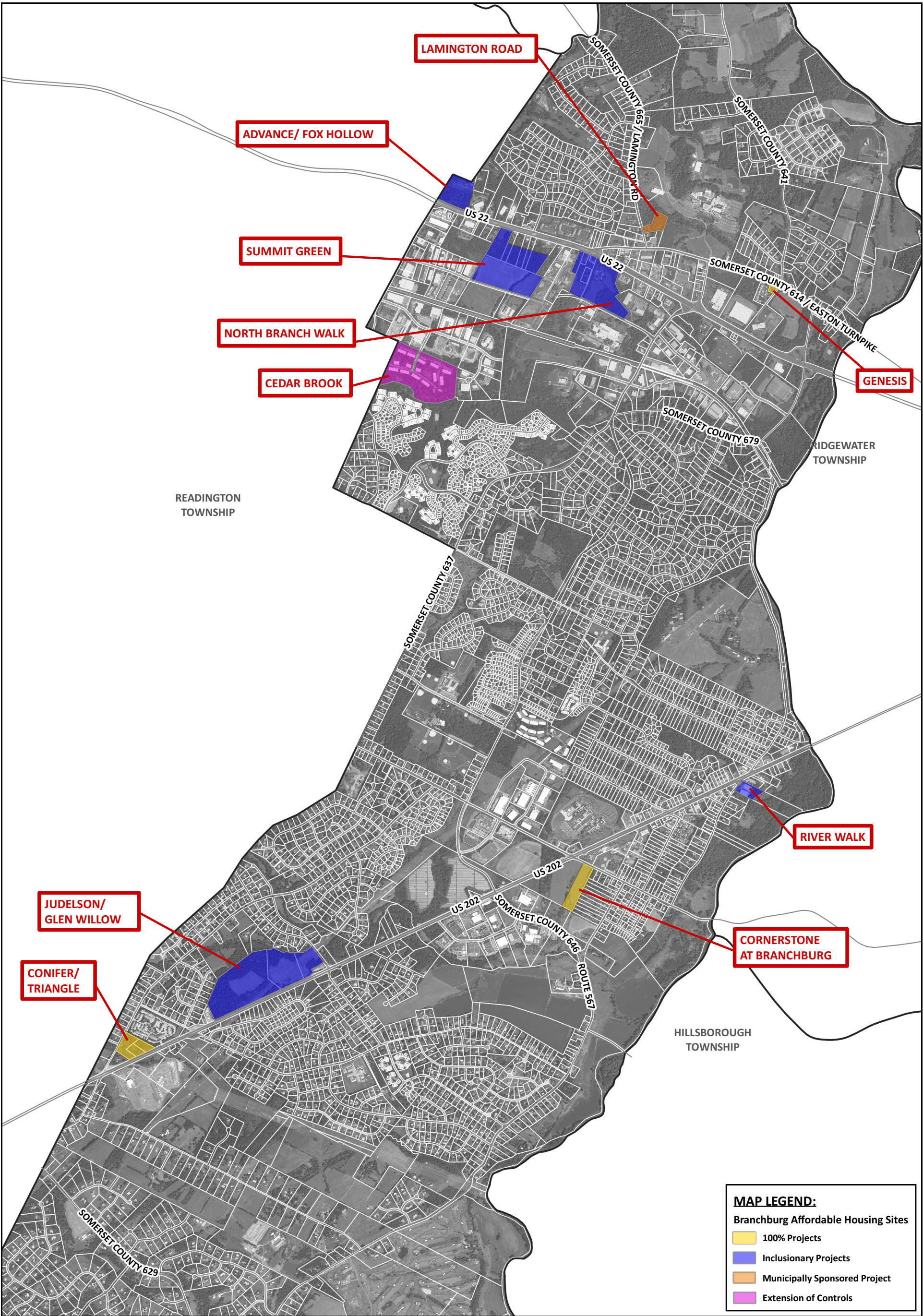
SUPPORTIVE AND SPECIAL NEEDS HOUSING – PROPOSED

Midland Supportive and Special Needs Housing – Scattered Sites

Midland School, an experienced provider and manager of supportive and special needs housing, will partner with the Township to provide group homes on Township-owned parcels. Midland Corporation provided a letter dated May 20, 2019 (Appendix 6) confirming interest in partnering with the Township as they desire to expand their Community Residential Services which support eligible adults who have intellectual and developmental disabilities. As required by the FSHC Settlement Agreement, the Township will enter into an agreement with Midland confirming Midland's commitment to provide a minimum of 18 bedrooms for low and moderate income persons in the form of group homes with deed restrictions on scattered sites throughout the Township. Midland has indicated that the following homes are currently being used for supportive and special needs housing that are not included in the prior round crediting:

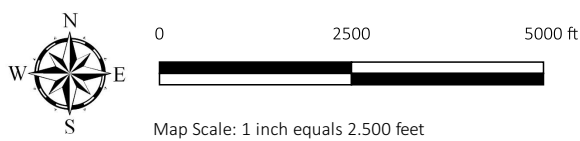
- Windy Willow Way (Block 6002, Lot 11): 4 bedrooms
- Parsonage Road (Block 71.02, Lot 15): 5 bedrooms
- Case Road (Block 79, Lot 2.02): 4 bedrooms
- 363 Pleasant Run Road (Block 81.01, Lot 1.03): 2 additional bedrooms

The Township provided financial assistance for the Case Road (4 bedrooms) and Parsonage Road (5 bedrooms) supportive and special needs bedrooms. The additional 15 supportive and special needs bedrooms in existence currently managed and owned by Midland will be credited toward the remaining seven (7) prior round obligation and eight (8) toward the third round supportive and special needs crediting leaving a balance of three (3) units for the third round proposed supportive and special needs program with Midland.



AFFORDABLE HOUSING SITES

Branchburg Township, Somerset County, NJ



Map Prepared By:
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Data Sources: NJ Office of GIS Aerial
Orthophoto 2017, Parcels and MODIV,
Roadway Network, Municipal Boundaries

POLICY
PLANNING
DESIGN

Satisfaction of the Third Round (1999-2025) Obligation

As calculated by FSHC with a reduction accepted by the Township and approved by the Superior Court, the Township's Third Round Obligation is 1,000. The Township's Court-approved compliance mechanisms are summarized in Table 5, Summary of Credits for the Third Round, 1999-2025, with a combination of credits from the Prior Round, extension of controls, 100% affordable senior and family units, municipally sponsored senior units, inclusionary family and senior rental units, inclusionary family for-sale units, alternate living arrangements, and third round rental bonuses.

Table 5: Summary of Credits for the Third Round (1999-2025)					
Program	Unit Type	Status	Units	Bonus Credits	Total Credits
Cedar Brook	Prior Round Credit surplus allocated to the gap allocation	Completed	14	0	14
Summit Green	Supportive and Special Needs	Proposed	39	0	39
Midland	Supportive and Special Needs	Proposed	11	0	11
Cedar Brook	Extension of Controls	Completed	40	0	40
Conifer/Triangle Site	Family Rental - Municipally Sponsored/100%	Approved	100	100	200
Cornerstone	Senior Rental – Municipally Sponsored/100%	Approved	75	0	75
Cornerstone	Senior Rental – Municipally Sponsored/100%	Proposed	75	0	75
Henderson/Genesis	Family Rental – Municipally Sponsored/100%	Approved	9	9	18
TJC/Premier	Senior Rental – Municipally Sponsored	Proposed	40	0	40
Advance/Fox Hollow	Family Rental – Inclusionary	Under Construction	28	28	56

River Trace	Family For-Sale – Inclusionary	Under Construction	11	0	11
North Branch Walk	Family Rental – Inclusionary	Approved	91	91	182
Summit Green	Family Rental – Inclusionary	Proposed	92	22	114
Judelson/Glen Willow	Inclusionary Family Rental (31 units) Family For-Sale (40 units) Senior Rental (28 units) Senior For-Sale (26 units)	Proposed	125	0	125
Total			750	250	1000

EXTENSIONS OF CONTROLS PROGRAM – PARTIALLY COMPLETED

Cedar Brook

Cedar Brook is a completed inclusionary development with family for-sale units. Affordability controls were placed on forty (40) for-sale units between August 1992 and February 1993 with certificates of occupancy issued during that same period. Cedar Brook provides eighteen (18) low and twenty-two (22) moderate income units.

Branchburg Township initiated a program to extend the affordability controls on all the units within Cedar Brook, which involves extending controls on the units as the units come up for sale accounting for 22 units. The Township will also extend controls for all units a minimum of 30 years via resolution. The affordability controls are extended for at 30 years beyond the original expiration date of the affordability controls providing extensions from 2026- 2048 in accordance with the requirements of N.J.A.C. 5:97-6.14.

SUPPORTIVE AND SPECIAL NEEDS HOUSING – PROPOSED

Midland Supportive and Special Needs Housing – Scattered Sites

Midland School, an experienced provider and manager of supportive and special needs housing, will partner with the Township to provide group homes on Township-owned parcels. Midland Corporation provided a letter dated May 20, 2019 (Appendix 6) confirming interest in partnering with the Township as

they desire to expand their Community Residential Services which support eligible adults who have intellectual and developmental disabilities. As required by the FSHC Settlement Agreement, the Township entered into an agreement with Midland confirming Midland's commitment to provide a minimum of 18 bedrooms for low and moderate income persons in the form of group homes with deed restrictions on scattered sites throughout the Township. Midland has indicated that the following homes are currently being used for supportive and special needs housing that are not included in the prior round crediting:

- Windy Willow Way (Block 6002, Lot 11): 4 bedrooms
- Parsonage Road (Block 71.02, Lot 15): 5 bedrooms
- Case Road (Block 79, Lot 2.02): 4 bedrooms
- 363 Pleasant Run Road (Block 81.01, Lot 1.03): 2 additional bedrooms

The Township provided financial assistance for the Case Road (4 bedrooms) and Parsonage Road (5 bedrooms) supportive and special needs bedrooms. The additional 15 supportive and special needs bedrooms in existence currently managed and owned by Midland will be credited toward the remaining seven (7) prior round obligation and eight (8) toward the third round supportive and special needs crediting leaving a balance of three (3) units for the third round proposed supportive and special needs program with Midland. (Refer to Appendix 6 for crediting information)

Summit Green

The Summit Green site is 44 acres in area and is comprised of several lots (Block 9, Lots 8 & 15 and portions of Lots 9-13). The proposal to develop the site includes 523 family rental units of which 92 family affordable units and 39 supportive and special needs bedrooms will be deed restricted for low- and moderate-income households including six (6) very-low income supportive and special needs affordable units. It is anticipated that the 39 special needs bedrooms will be located within thirteen (13) 3-bedroom apartment units located within the multi-family apartment buildings. The developer will enter into a developer's agreement with Midland to provide the supportive and special needs bedrooms.

MUNICIPALLY SPONSORED AND 100% AFFORDABLE DEVELOPMENT – APPROVED/PROPOSED

Henderson/Genesis – Approved

Branchburg Township will address a portion of its third round obligation through a 100% affordable development of nine (9) affordable family rental units on a 0.085-acre parcel located in the North Branch Hamlet zoning district. This site (Block 7/ Lot 3.02) is the subject of a Zoning Board use variance approval as memorialized in Resolution 2010-07 on April 18, 2012 (Appendix 7) permitting a three (3) lot subdivision of a 1.2-acre lot for two existing single family detached dwellings and a multi-family apartment with nine (9) affordable family rental units. The site is located on the south side of Route 28 and is located within the sewer service area. The developer is currently seeking preliminary site plan approval from the Zoning Board.



COAH's Second Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for municipally sponsored and 100% affordable programs are addressed as follows:

- ✓ Site Control – The developer owns the property.
- ✓ Suitable Site – The site is suitable as defined in COAH's regulations at N.J.A.C. 5:93-1.3, which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
 - *The site has a clear title and is free of encumbrances that preclude development of affordable housing.* To our knowledge, the site has a clear title and no legal encumbrances that would preclude its development for age-restricted affordable rental housing.
 - *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has single-family dwelling units to the north and east, a mobile home park to the west and south and it fronts onto Route 28 along its northern property boundary.
 - *Adequate sewer and water capacity is available.* The site is within the Somerset Raritan Valley Sewerage Authority's sewer service area. The Township Engineer verified both water and sewer infrastructure and capacity is available.
 - *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
 - *The site is located in a "Smart Growth Planning Area."* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as being in the Environmentally Sensitive Planning Area (PA 5) as it is located within ½ mile of the North Branch of the Raritan River. Although the site is designated as PA 5, the parcel contains two existing single-family dwellings and is a disturbed site (not vacant), does not contain any environmental constraints (wetlands), is not within a flood hazard area and is located in a sewer service area. Planning in PA5 should be balanced between conservation and limited growth to avoid environmental constraints and preserve large tracts of open space. As indicated this is a very small 100% affordable housing project yielding nine (9) units on a small parcel that is previously developed and does not contain any environmental constraints and therefore is considered limited growth and in line with the goals and objections of Planning Area 5.
 - *The development is not within the jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, Highlands and Meadowlands planning areas. Because of its proximity to the Manasquan River, it is within CAFRA's boundary.

- *The site will comply with all applicable environmental regulations.* There are wetlands, floodplains, Category One streams or known contaminated sites located on the property.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.
- ✓ **Developable Site** – In accordance with N.J.A.C. 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan. According to the Township Engineer, the site in the Somerset Raritan Valley Sewerage Authority’s sewer service area and water and sewer mains exist on Route 28. The Township Engineer confirmed that the Township’s sewer and water system has sufficient capacity. (Refer to Appendix 7)
- ✓ **Approvable Site** – Pursuant to N.J.A.C. 5:93-1.3, an approvable site may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. The project received use variance approval from the Zoning Board of Adjustment on April 18, 2012 (Resolution 2010-07 – Appendix 7) and the owner/developer is in the process of applying for subdivision and site plan approval.
- ✓ **Administrative Entity** – The Township will continue to administer the Township’s affordable housing units pursuant to COAH’s regulations. For the proposed Third Round affordable units, the Township will affirmatively market the units, income qualify applicants, place 30-year affordability control deed restrictions on the units and provide long-term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1, or any successor regulation, with the exception that in lieu of 10% affordable units in rental projects being required to be at 35% of median income, 13% of affordable units in such projects shall be required to be at 30% of median income.
- ✓ **Low/Moderate Income Split** – At least half of all the affordable units developed at the site will be affordable to low-income households and an odd number of affordable units will always be split in favor of the low-income unit per UHAC at N.J.A.C. 5:80-26.1.
- ✓ **Affirmative Marketing** – The Township’s administrative agent will affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Township’s Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center,.
- ✓ **Controls on Affordability** – The Township’s agreement will require a minimum 30-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.
- ✓ **Bedroom Distribution** – The units will be required to be developed in accordance with UHAC requirements regarding bedroom distribution in accordance with N.J.A.C. 5:80-26.3.

- ✓ Funding – A pro forma statement for the affordable family rental complex will be provided (Appendix 7). The Township and the developer have executed an agreement that in exchange for a 30-year deed restriction, the Township will provide a subsidy on a per unit basis which will be applied toward the construction of the affordable housing development project. The Township will adopt a resolution of intent to bond for any shortfall in funding the Municipally Sponsored Affordable Housing Construction Program.
- ✓ Construction Schedule – The developer has developed a schedule for developing the affordable family rental complex and anticipates that construction will begin as soon site plan approval is granted and financing is obtained. The schedule notes each step in the development process including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, and beginning construction. The owner/developer will be responsible for monitoring the construction and overall development activity.

Conifer/Triangle Site – Approved

Conifer, LLC, an experienced affordable housing developer, received approval from the Township Planning Board on May 1, 2017 as memorialized via Resolution on June 27, 2017, Case 2017-002P PSP (Appendix 7) for a municipally sponsored and 100% affordable development of 100 affordable family rental units on a 9.5-acre parcel located in the Affordable Housing 2 zoning district.

This site (Block 74/ Lots 3, 3.01, 3.02) is positioned immediately south of the Whiton Hills apartments, which is an inclusionary family rental development addressing the Prior Round obligation and is located on the east side of Old York Road and on the northwest side of Route 202 with access from Old York Road and is located within the sewer service area. Conifer, LLC has been successful in securing 9% tax credit financing from HMFA and will provide at least 13 units for very low-income households as part of at least 50 units for low and very low-income households. For financing purposes, the project is split in half allocating 50 units to the west phase and 50 units to the west phase. However, as indicated in the schedule the project will be constructed simultaneously.

COAH's Second Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for municipally sponsored and 100% affordable programs are addressed as follows:

- ✓ Site Control – The developer owns the property.
- ✓ Suitable Site – The site is suitable as defined in COAH's regulations at N.J.A.C. 5:93-1.3, which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
 - *The site has a clear title and is free of encumbrances that preclude development of affordable housing.* To our knowledge, the site has a clear title and no legal encumbrances that would preclude its development for age-restricted affordable rental housing.

- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has multi-family inclusionary project dwelling units to its north and single-family residences to the west. A heavily buffered PSE&G electrical switching sub-station is located across Route 202 to the east.
- *Adequate sewer and water capacity is available.* The site is within the Somerset Raritan Valley Sewerage Authority's sewer service area. Per the attached letter (Appendix 7), the Township Engineer verified both water and sewer infrastructure and capacity is available.
- *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a "Smart Growth Planning Area."* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as being in Suburban Planning Area (PA 2). Among the intentions of the Suburban Planning Area are to provide for much of the state's future redevelopment; promote growth in compact forms; and redesign areas of sprawl. It is a preferred location for affordable housing development.
- *The development is not within the jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, Highlands, CAFRA and Meadowlands planning areas.
- *The site will comply with all applicable environmental regulations.* There are no Category One streams, wetlands or known contaminated sites located on the property.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.
- ✓ **Developable Site** – In accordance with N.J.A.C. 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan. According to the Township Engineer, the site in the Somerset Raritan Valley Sewerage Authority's sewer service area and water and sewer mains exist in the vicinity of the site. The Township Engineer confirmed that the Township's sewer and water system has sufficient capacity. (Refer to Appendix 7)
- ✓ **Approvable Site** – Pursuant to N.J.A.C. 5:93-1.3, an approvable site may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. The site received Planning Board approval for the proposed project on June 27, 2017.

- ✓ Administrative Entity – The Township has entered into an agreement with Conifer to own and operate the affordable units pursuant to COAH’s regulations. For the proposed Third Round affordable units, Conifer will affirmatively market the units, income qualify applicants, place 45-year affordability control deed restrictions on the units and provide long-term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1, or any successor regulation, with the exception that in lieu of 10% affordable units in rental projects being required to be at 35% of median income, 13% of affordable units in such projects shall be required to be at 30% of median income. In addition, per the Township Agreement with FSHC, “Projects receiving (LIHTC) financing shall comply with the income and bedroom distribution requirements of UHAC subject to the (13% very-low at 30% median income) modification, and the length of the affordability controls applicable to such projects shall not be less than a thirty (30) year compliance period plus a 15-year extended use period”.
- ✓ Low/Moderate Income Split – At least half of all the affordable units developed at the site will be affordable to low-income households (13% of all affordable units will be very low-income) and an odd number of affordable units will always be split in favor of the low-income unit per UHAC at N.J.A.C. 5:80-26.1.
- ✓ Affirmative Marketing – The developer of the property will affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Township’s Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.
- ✓ Controls on Affordability – The Township’s agreement will require a minimum 45-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.
- ✓ Bedroom Distribution – The units will be required to be developed in accordance with UHAC requirements regarding bedroom distribution in accordance with N.J.A.C. 5:80-26.3.
- ✓ Funding – A pro forma statement for the affordable family rental complex is provided in Appendix 7. Conifer anticipate applying for potential funding from sources including but not limited to LIHTC, DCA Balanced Housing funds, Somerset County HOME funds, Federal Home Loan Bank funds, and/or HMFA bond financing. The Township will adopt a resolution of intent to bond for any shortfall in funding the Municipally Sponsored Affordable Housing Construction Program.
- ✓ Construction Schedule – Conifer has developed a schedule (Refer to Appendix 7) for developing the affordable family rental complex and anticipates that construction will begin April 2020. The schedule notes each step in the construction process. Conifer will be responsible for monitoring the construction and overall development activity.

Cornerstone at Branchburg – Proposed

The Township selected The Walters Group, an experienced affordable housing provider, to construct a 100% affordable housing rental complex containing 150 age-restricted rental units. The property is located on the south side of Old York Road, across from the Branchburg Township municipal building. The project will be situated on a lot that is subdivided from Block 68.05, Lot 1 with an approximate area of 9.4 acres. The development will be divided into two phases with each phase including 75 age-restricted affordable rental units (including at least 10 very low-income units in each phase as part of at least 38 units for low and very low-income households in each phase). The Walters Group was successful in obtaining 9% tax credit financing from HMFA for the first phase of the development and will pursue tax credit financing from HMFA for the second phase of the development.

COAH's Second Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for municipally sponsored and 100% affordable programs are addressed as follows:

- ✓ Site Control – The Township will own the property and will donate the subdivided parcel to the developer as indicated in the developer's agreement (Appendix 7).
- ✓ Suitable Site – The site is suitable as defined in COAH's regulations at N.J.A.C. 5:93-1.3, which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
 - *The site has a clear title and is free of encumbrances that preclude development of affordable housing.* To our knowledge, the site has a clear title and no legal encumbrances that would preclude its development for age-restricted affordable rental housing.
 - *The site is adjacent to compatible land uses and has access to appropriate streets.* The Township municipal building is located to the north of the property, single-family residences to the east, vacant land to the west and south.
 - *Adequate sewer and water capacity is available.* The site is within the Somerset Raritan Valley Sewerage Authority's sewer service area. The Township Engineer verified both water and sewer infrastructure and capacity is available.
 - *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
 - *The site is located in a "Smart Growth Planning Area."* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as being in Suburban Planning Area (PA 2). Among the intentions of the Suburban Planning Area are to provide for much of the state's future redevelopment; promote growth in compact forms; and redesign areas of sprawl. It is a preferred location for affordable housing development.

- *The development is not within the jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, Highlands, CAFRA and Meadowlands planning areas.
- *The site will comply with all applicable environmental regulations.* There are no Category One streams or known contaminated sites located on the property. There is a small area of wetlands to the southwestern corner of the property that will not impede on the development of affordable housing.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.
- ✓ **Developable Site** – In accordance with N.J.A.C. 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan. According to the Township Engineer, the site in the Somerset Raritan Valley Sewerage Authority's sewer service area and water and sewer mains exist in the vicinity of the site. The Township Engineer confirmed that the Township's sewer and water system has sufficient capacity. (Refer to Appendix 7)
- ✓ **Approvable Site** – Pursuant to N.J.A.C. 5:93-1.3, an approvable site may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. The site received Planning Board approval for the proposed project on August 13, 2019.
- ✓ **Administrative Entity** – The Township has entered into an agreement with the Walters Group to own and operate the affordable units pursuant to COAH's regulations. For the proposed Third Round affordable units, Walters Group will affirmatively market the units, income qualify applicants, place 45-year affordability control deed restrictions on the units and provide long-term administration of the units in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1, or any successor regulation, with the exception that in lieu of 10% affordable units in rental projects being required to be at 35% of median income, 13% of affordable units in such projects shall be required to be at 30% of median income. In addition, per the Township Agreement with FSHC, "Projects receiving (LIHTC) financing shall comply with the income and bedroom distribution requirements of UHAC subject to the (13% very-low at 30% median income) modification, and the length of the affordability controls applicable to such projects shall not be less than a thirty (30) year compliance period plus a 15-year extended use period".
- ✓ **Low/Moderate Income Split** – At least half of all the affordable units developed at the site will be affordable to low-income households (13% of all affordable units will be very low-income) and an odd number of affordable units will always be split in favor of the low-income unit per UHAC at N.J.A.C. 5:80-26.1.

- ✓ Affirmative Marketing – The developer of the property will affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Township’s Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.
- ✓ Controls on Affordability – The Township’s agreement will require a minimum 45-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.
- ✓ Bedroom Distribution – The units will be required to be developed in accordance with UHAC requirements regarding bedroom distribution in accordance with N.J.A.C. 5:80-26.3.
- ✓ Funding – A pro forma statement for the affordable family rental complex is provided in Appendix 7. Conifer anticipate applying for potential funding from sources including but not limited to LIHTC, DCA Balanced Housing funds, Somerset County HOME funds, Federal Home Loan Bank funds, and/or HMFA bond financing. The Township will adopt a resolution of intent to bond for any shortfall in funding the Municipally Sponsored Affordable Housing Construction Program.
- ✓ Construction Schedule – Walters Group has developed a schedule (Refer to Appendix 7) for developing the affordable family rental complex and anticipates that construction will begin August 2020. The schedule notes each step in the construction process. Walters Group will be responsible for monitoring the construction and overall development activity.

TJC/Premier Site – Proposed

Branchburg Township will address a portion of its third round obligation through the municipally sponsored development of 40 affordable age-restricted rental units on Block 3, Lot 19, which is approximately 4.5 acres and has access to Lamington Road. The site is currently owned by the Township of Branchburg and will be donated to the developer. In accordance with the Settlement Agreement, the site was deemed as an Area In Need of Redevelopment by the Township Committee on July 13, 2020 via Resolution. In addition, the Township will adopt the Redevelopment Plan for the subject site. (Refer to Appendix 7 for the draft Redevelopment Plan).

The Township intends to select Premier Properties, an experienced affordable housing provider, to construct 100 units of which 40 will be deed restricted for low- and moderate-income age-restricted households. Premier has developed a schedule (Appendix 7) for developing the affordable age-restricted rental complex and anticipates that construction will begin not later than Fall 2021. The schedule notes each step in the development process including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, and beginning construction. The Township during the compliance phase of this litigation will adopt an appropriate Redevelopment Plan for the site providing a realistic opportunity for this development and provide the information required by N.J.A.C. 5:93-5.5 as part of its Housing Element and Fair Share Plan.



COAH's Second Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for municipally sponsored and 100% affordable programs are addressed as follows:

- ✓ Site Control – The Township owns the property and will donate it to the developer of the project once an agreement is executed.
- ✓ Suitable Site – The site is suitable as defined in COAH's regulations at N.J.A.C. 5:93-1.3, which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
 - *The site has a clear title and is free of encumbrances that preclude development of affordable housing.* To our knowledge, the site has a clear title and no legal encumbrances that would preclude its development for age-restricted affordable rental housing.
 - *The site is adjacent to compatible land uses and has access to appropriate streets.* The site is located to the west of the Raritan Valley Community College, a non-profit office to the south, a hospice to the southwest and a church to the northwest.
 - *Adequate sewer and water capacity is available.* The site is within the Somerset Raritan Valley Sewerage Authority's sewer service area. The Township Engineer verified both water and sewer infrastructure and capacity is available.
 - *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
 - *The site is located in a "Smart Growth Planning Area."* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as being in Suburban Planning Area (PA 2). Among the intentions of the Suburban Planning Area are to provide for much of the state's future redevelopment; promote growth in compact forms; and redesign areas of sprawl. It is a preferred location for affordable housing development.
 - *The development is not within the jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, Highlands and Meadowlands planning areas.
 - *The site will comply with all applicable environmental regulations.* There are no Category One streams or known contaminated sites located on the property. There is an isolated wetlands area along the southern property line but will not impede the development of affordable housing.

- *The site will not affect any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.
- ✓ **Developable Site** – In accordance with N.J.A.C. 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan. According to the Township Engineer, the site in the Somerset Raritan Valley Sewerage Authority’s sewer service area and water and sewer mains exist within the vicinity of the site. The Township Engineer confirmed that the Township’s sewer and water system has sufficient capacity. (Refer to Appendix 7)
- ✓ **Approvable Site** – Pursuant to N.J.A.C. 5:93-1.3, an approvable site may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. The Township adopted a Redevelopment Plan for the site providing the zoning necessary for the proposed affordable housing development.
- ✓ **Administrative Entity** – The Township will administer the Township’s affordable housing units pursuant to COAH’s regulations. For the proposed Third Round affordable units, the Township will affirmatively market the units, income qualify applicants, place 30-year affordability control deed restrictions on the units and provide long-term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1, or any successor regulation, with the exception that in lieu of 10% affordable units in rental projects being required to be at 35% of median income, 13% of affordable units in such projects shall be required to be at 30% of median income.
- ✓ **Low/Moderate Income Split** – At least half of all the affordable units developed at the site will be affordable to low-income households (13% of all affordable units will be very low-income) and an odd number of affordable units will always be split in favor of the low-income unit per UHAC at N.J.A.C. 5:80-26.1.
- ✓ **Affirmative Marketing** – The Township’s Administrative Agent will affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Township’s Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.
- ✓ **Controls on Affordability** – The Township’s agreement will require a minimum 30-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.
- ✓ **Bedroom Distribution** – The units will be required to be developed in accordance with UHAC requirements regarding bedroom distribution in accordance with N.J.A.C. 5:80-26.3.
- ✓ **Funding** – A pro forma statement for the affordable family rental complex is provided in Appendix Q. The Township will adopt a resolution of intent to bond for any shortfall in funding the Municipally Sponsored Affordable Housing Construction Program.



- ✓ Construction Schedule – Premier has developed a schedule (Refer to Appendix 7) for developing the affordable family rental complex and anticipates that construction will begin no later than fall of 2021. The schedule notes each step in the construction process. Premier will be responsible for monitoring the construction and overall development activity.

INCLUSIONARY DEVELOPMENTS – APPROVED

Advance-Fox Hollow

The Advance-Fox Hollow site is 14 acres in area and is comprised of one lot (Block 5.11, Lot 22) and located at 3460 U.S. Highway Route 22. Preliminary and final site plan approval, with bulk variances and exceptions, was granted for a total of 109 residential dwellings including 81 market rate units and 28 affordable units (14 moderate income units, 10 low income units and 4 very low income units) pursuant to Resolution Case #2015-007A PFSP, adopted November 1, 2016. The project is eligible for 28 rental bonus credits. The site is currently under construction.

The applicant received an amended approval from the Zoning Board of Adjustment on October 29, 2019 and revised on March 3, 2020 to provide for an additional 2 affordable family rental units. The bedroom distribution includes 5 one-bedroom units, 19 two-bedroom units and 6 three-bedroom units. The Township will apply the additional two (2) units to the fourth round obligation. Crediting information for this inclusionary housing development including the deed restriction, resolutions of approval and developer's agreement are included in Appendix 7.

River Trace

The River Trace site is 4.8 acres in area and is comprised of two lots (Block 55, Lots 9 & 10) and located at 101 North Branch River Road. In 2004, the Board of Adjustment granted a "d(1)" use variance to American Classics, LLC, as part of a bifurcated application, to permit the construction of 48 units of age-restricted housing (Resolution Case #04-046A UV, adopted March 1, 2005.) Preliminary and final site plan approval was subsequently granted by the Board pursuant to Resolution Case #05-015A PFSP adopted January 18, 2006. In 2009, the Board approved an amendment of its previously granted use and site plan approvals, and a "d(5)" density variance, to permit a 50-unit "converted development", deleting the requirement that the housing be age-restricted, pursuant to Case #09-007A Amend UV, adopted December 1, 2009.

The Board of Adjustment's approval was challenged by the Township (due to a small density increase that had been approved at the same time) but that challenge has been settled. As a result of the settlement, River Trace will now be providing a total of 11 affordable units instead of the 8 originally anticipated, one of which will be off-site. The developer has paid the Township \$160,000 as a contribution toward that unit, and the Township has purchased a previously unrestricted unit in the Cedar Brook development for \$225,000, which is currently offered for sale as a restricted moderate-income unit.

Of the 11 affordable units, 6 will be low income and 5 will be moderate income. To date, approximately half of the units within the development have been completed and occupied including two (2) of the ten (10) on-site low- and moderate-income units. The current developer, Denninger Associates, LLC, is engaged in the completion of construction and site build-out of the project. Crediting information for this inclusionary housing development including the deed restriction, resolutions of approval and developers agreement are included in Appendix 7.

INCLUSIONARY DEVELOPMENTS – PROPOSED

North Branch Walk

The North Branch site is 36 acres in area and is comprised of several lots (Block 9, Lots 17-21 & 24). The site will be zoned to permit 364 family rental units of which 91 units (25%) shall be family rental units deed restricted for moderate (45 units), low (34 units) and very-low (12 units) income households. The site is located within the sewer service area.

The site is suitable. The property is currently vacant and fronts on Route 22. The property is in the Township's the AH-3 zone, which permits a maximum of 365 residential units (149 townhomes and 216 apartments) of which a minimum of 91 family rental units shall be affordable to very-low, low- and moderate-income households. The surrounding land uses include commercial and light industrial uses immediately contiguous to the site, and multi-family residential units less than a quarter mile away.

The site is approvable. The development received approval from the Planning Board on December 10, 2019. The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designate the property as being in Suburban Planning Area (PA 2), a preferred location for affordable housing development. It is not under the jurisdiction of any regional planning agency or within CAFRA boundaries. The site received approval from the Planning Board on December 19, 2020 which is memorialized in a resolution of approval dated January 6, 2020. (Refer to Appendix 7 for approving resolution).

The site is available. The site has no known legal encumbrances or deed restrictions that would preclude the development of affordable housing, and there are no known historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.

The site is developable. There are no Category One streams or known contaminated sites on the property. A small isolated wetland is located along the eastern boundary of the parcel but will not impede the development of affordable housing. The site is within the Somerset Raritan Valley Regional Sewerage Authority's sewer service area and has adequate sewer and water capacity and infrastructure connection.

A letter from the developer evidencing a firm commitment to build this project is provided in Appendix 7, including 91 affordable family rental units (a 24.9% set-aside), thus making the project eligible for 91 rental bonus credit. Of the affordable rental units, in accordance with the statutory requirement and the

Township's Settlement Agreement with FSHC that 13% of the affordable units must be affordable to very low-income households at 30% of the regional median income, twelve (12) of the units in this project must be affordable to very low-income households. The units will be required to be developed in accordance with UHAC requirements at N.J.A.C. 5:80-26.1 regarding income and bedroom distribution.

A developer's agreement consistent with the terms of the Settlement Agreement will be entered into between the developer and the Township. The site will be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq. The Township's agreement will require a minimum 30-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.

The developer of the property will utilize the Township's administrative agent, who will administer and affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Township's Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

Summit Green

The Summit Green site is 44 acres in area and is comprised of several lots (Block 9, Lots 8 & 15 and portions of Lots 9-13. The site will be zoned to permit 523 family rental units of which 131 units (24.95%) shall be deed restricted for low- and moderate-income households. The development will include 92 family rental units deed restricted for low (34 units), very low (12 units) and moderate (46 units) income households. In addition, it is anticipated that the 39 special needs bedrooms will be located within thirteen (13) 3-bedroom apartment units located within the multi-family apartment buildings. The project is eligible for 22 rental bonus credits.

The site is suitable. The property is currently vacant and fronts on Route 22. The property is in the Township's the AH-4 zone, which permits a maximum of 523 multi-family residential units (113 townhouses and 430 apartments) of which 13 units (39 bedrooms) shall be supportive and special needs housing and 92 family rental units shall be affordable to very-low, low- and moderate-income households. The surrounding land uses include commercial and light industrial uses immediately contiguous to the site, and multi-family residential units less than a quarter mile away.

The site is approvable. The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designate the property as being in Suburban Planning Area (PA 2), a preferred location for affordable housing development. It is not under the jurisdiction of any regional planning agency or within CAFRA boundaries.

The site is available. The site has no known legal encumbrances or deed restrictions that would preclude the development of affordable housing, and there are no known historic or architecturally important sites

or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.

The site is developable. There are no Category One streams or known contaminated sites on the property. Wetlands associated with the Chambers Brook tributary are located in the center of Block 9, Lot 15 but will not impede the development of affordable housing. The site is within the Somerset Raritan Valley Regional Sewerage Authority's sewer service area and has adequate sewer and water capacity and infrastructure connection.

A letter from the developer evidencing a firm commitment to build this project is provided in Appendix 7, including 130 affordable family rental units (a 24.9% set-aside), thus making the project eligible for 22 rental bonus credit. Of the affordable rental units, in accordance with the statutory requirement and the Township's Settlement Agreement with FSHC that 13% of the affordable units must be affordable to very low-income households at 30% of the regional median income, twelve (12) of the units in this project must be affordable to very low-income households. The units will be required to be developed in accordance with UHAC requirements at N.J.A.C. 5:80-26.1 regarding income and bedroom distribution.

A developer's agreement consistent with the terms of the Settlement Agreement will be entered into between the developer and the Township. The site will be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq. The Township's agreement will require a minimum 30-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.

The developer of the property will utilize the Township's administrative agent, who will administer and affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Township's Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

Judelson/Glen Willow

The Judelson/Glen Willow site is 71.6 acres in area and is comprised of several lots (Block 70, Lots 18, 24 & 24.01). The site is zoned to permit 475 units of which 125 units (26.3%) shall be affordable units (26 senior for-sale units, 28 senior rental units, 40 family for-sale units and 31 family rental units) deed restricted for low (47 units), very low (16 units) and moderate (62 units) income households.

The site is suitable. The property is currently vacant and fronts on Route 202 with frontage on Holland Brook Road as well. The property is in the Township's the AH-6 zone, which permits a maximum of 475 multi-family residential units of which 125 units (26 senior for-sale units, 28 senior rental units, 40 family for-sale units and 31 family rental units) shall be affordable to very-low, low- and moderate-income households. The site is surrounded by single-family residences.

The site is approvable. The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designate the property as being in Suburban Planning Area (PA 2), a preferred location for affordable housing development. It is not under the jurisdiction of any regional planning agency or within CAFRA boundaries.

The site is available. The site has no known legal encumbrances or deed restrictions that would preclude the development of affordable housing, and there are no known historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.

The site is developable. There are no Category One streams or known contaminated sites on the property. Wetlands are located to the southeast corner of the site but will not impede the development of affordable housing. The site is within the Somerset Raritan Valley Regional Sewerage Authority's sewer service area and has adequate sewer and water capacity and infrastructure connection.

Of the affordable rental units, in accordance with the statutory requirement and the Township's Settlement Agreement with FSHC that 13% of the affordable units must be affordable to very low-income households at 30% of the regional median income, sixteen (16) of the units in this project must be affordable to very low-income households. The units will be required to be developed in accordance with UHAC requirements at N.J.A.C. 5:80-26.1 regarding income and bedroom distribution.

A developer's agreement consistent with the terms of the Settlement Agreement will be entered into between the developer and the Township. The site will be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq. The Township's agreement will require a minimum 30-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.

The developer of the property will utilize the Township's administrative agent, who will administer and affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Township's Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

ADDITIONAL SETTLEMENT AGREEMENT TERMS: OBLIGATION REQUIREMENTS

Per COAH's regulations, as modified by terms set forth in the Township's Court-approved agreement with FSHC, the Township must address a variety of minimum or maximum credits in satisfying its Third Round fair share as set forth in the calculations and as part of the Third Round table of credits below.

The Township must meet a rental obligation, total family unit obligation, the very low-income obligation and not exceed the maximum senior unit cap.



Minimum Rental = 9 units

.25 (Obligation) = 250 units | .25 (1000) = 250

This obligation is satisfied with 619 credits associated with Summit Green Supportive and Special Needs project (39), Midland proposed Supportive and Special Needs project (11), Conifer/Triangle Site 100% Affordable project (100), Cornerstone 100% Affordable project (150), Henderson/Genesis 100% Affordable project (9), TJC/Premier Municipally Sponsored project (40), Advance/Fox Hollow Inclusionary project (28), North Branch Walk Inclusionary project (91), Summit Green Inclusionary project (92), Judelson/Glen Willow Inclusionary project (59).

Maximum Senior = 250 units

.25 (Obligation) = 250 units | .25 (1000) = 250

This maximum senior units is not exceeded as there are 244 senior credits associated with Cornerstone 100% Affordable project (150), TJC/Premier Municipally Sponsored project (40), Judelson/Glen Willow Inclusionary project (54).

Minimum Family = 375 units

.50 (Obligation-bonus) = 375 units | .50 (1000-250) = 375

This obligation is satisfied with 456 credits associated with Cedar Brook Prior Round credits (14), Cedar Brook Extension of Controls (40), Conifer/Triangle Site 100% Affordable project (100), Henderson/Genesis 100% Affordable project (9), River Trace Inclusionary project (11), Advance/Fox Hollow Inclusionary project (28), North Branch Walk Inclusionary project (91), Summit Green Inclusionary project (92), Judelson/Glen Willow Inclusionary project (71).

Minimum Family Rental: 125 units

.50 (rental obligation) = 125 units | .50 (250) = 125

This obligation is satisfied with 405 credits associated with Cedar Brook Prior Round credits (14), Cedar Brook Extension of Controls (40), Conifer/Triangle Site 100% Affordable project (100), Henderson/Genesis 100% Affordable project (9), Advance/Fox Hollow Inclusionary project (28), North Branch Walk Inclusionary project (91), Summit Green Inclusionary project (92), Judelson/Glen Willow Inclusionary project (31).

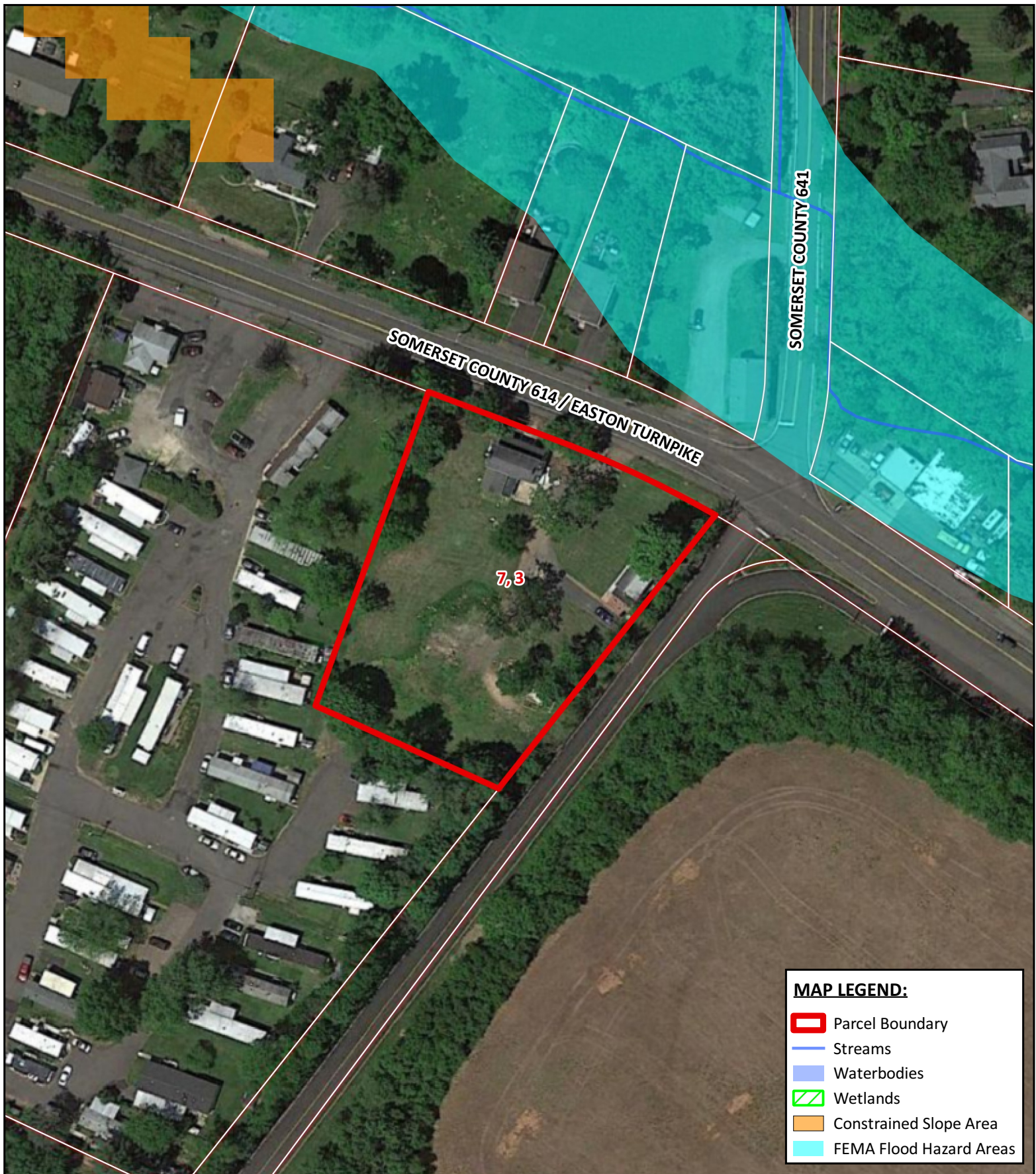
Minimum Very Low Income = 91 units

.13 (units created or approved on or after July 1, 2008 including 39 units from Summit Green Supportive and Special Needs project, 11 units from Midland proposed Supportive and Special Needs project, 100 units from Conifer 100% Affordable project, 150 units from Cornerstone 100% Affordable project, 9 units from Henderson/Genesis 100% Affordable project, 40 units from TJC/Premier Municipally Sponsored

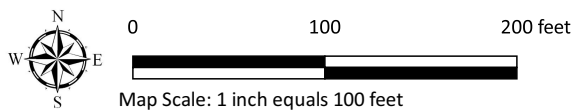


project, 11 units from River Trace Inclusionary project, 28 units from Advance/Fox Hollow Inclusionary project, 91 units from North Branch Walk Inclusionary project, 92 units from Summit Green Inclusionary project, 125 units from Judelson/Glen Willow Inclusionary project) = 91 units | .13 (696) = 90.48, rounded up to 91

This obligation is satisfied with 91 credits associated with including 6 units from Summit Green Supportive and Special Needs project, 3 units from Midland proposed Supportive and Special Needs project, 13 units from Conifer 100% Affordable project, 20 units from Cornerstone 100% Affordable project, 5 units from TJC/Premier Municipally Sponsored project, 4 units from Advance/Fox Hollow Inclusionary project, 12 units from North Branch Walk Inclusionary project, 12 units from Summit Green Inclusionary project, 16 units from Judelson/Glen Willow Inclusionary project.



Genesis: 100% Affordable Housing
 Block 7, Lot 3
 Branchburg Township, Somerset County, NJ



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Data Sources: 2020 Google Earth Aerial,
 Somerset County Parcels, Roadway Network,
 Streams and Waterbodies, 2012 Wetlands,
 Steep Slopes, FEMA Flood Hazard Zones



POLICY
 PLANNING
 DESIGN



Conifer / Triangle: 100% Affordable Housing

Block 74, Lots 3, 3.01 and 3.02

Branchburg Township, Somerset County, NJ



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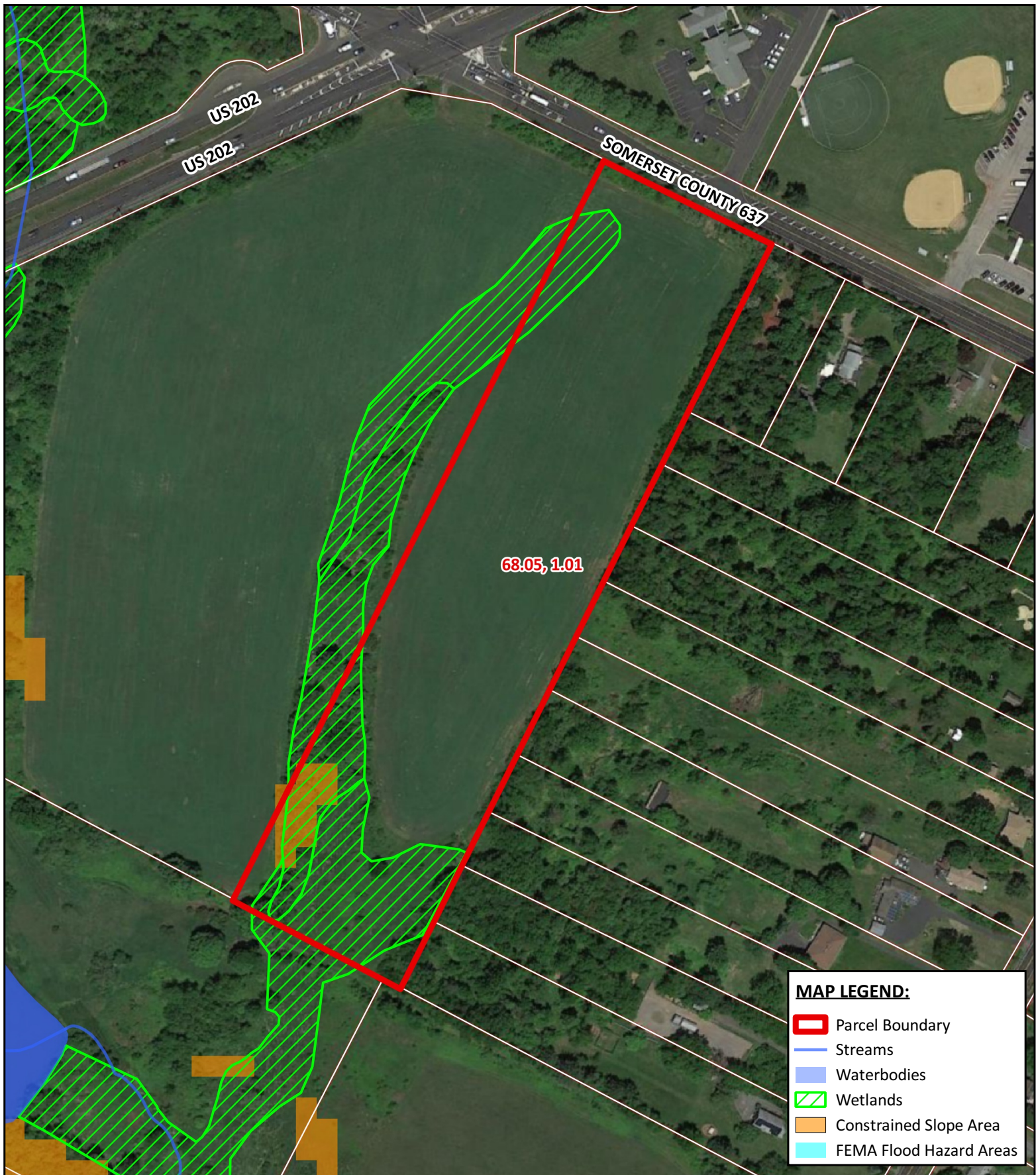
Map Scale: 1 inch equals 200 feet

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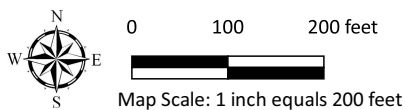
Data Sources: 2020 Google Earth Aerial,
Somerset County Parcels, Roadway Network,
Streams and Waterbodies, 2012 Wetlands,
Steep Slopes, FEMA Flood Hazard Zones



POLICY
PLANNING
DESIGN



Cornerstone at Branchburg: 100% Affordable Housing
 Block 68.05, Lot 1.01
 Branchburg Township, Somerset County, NJ

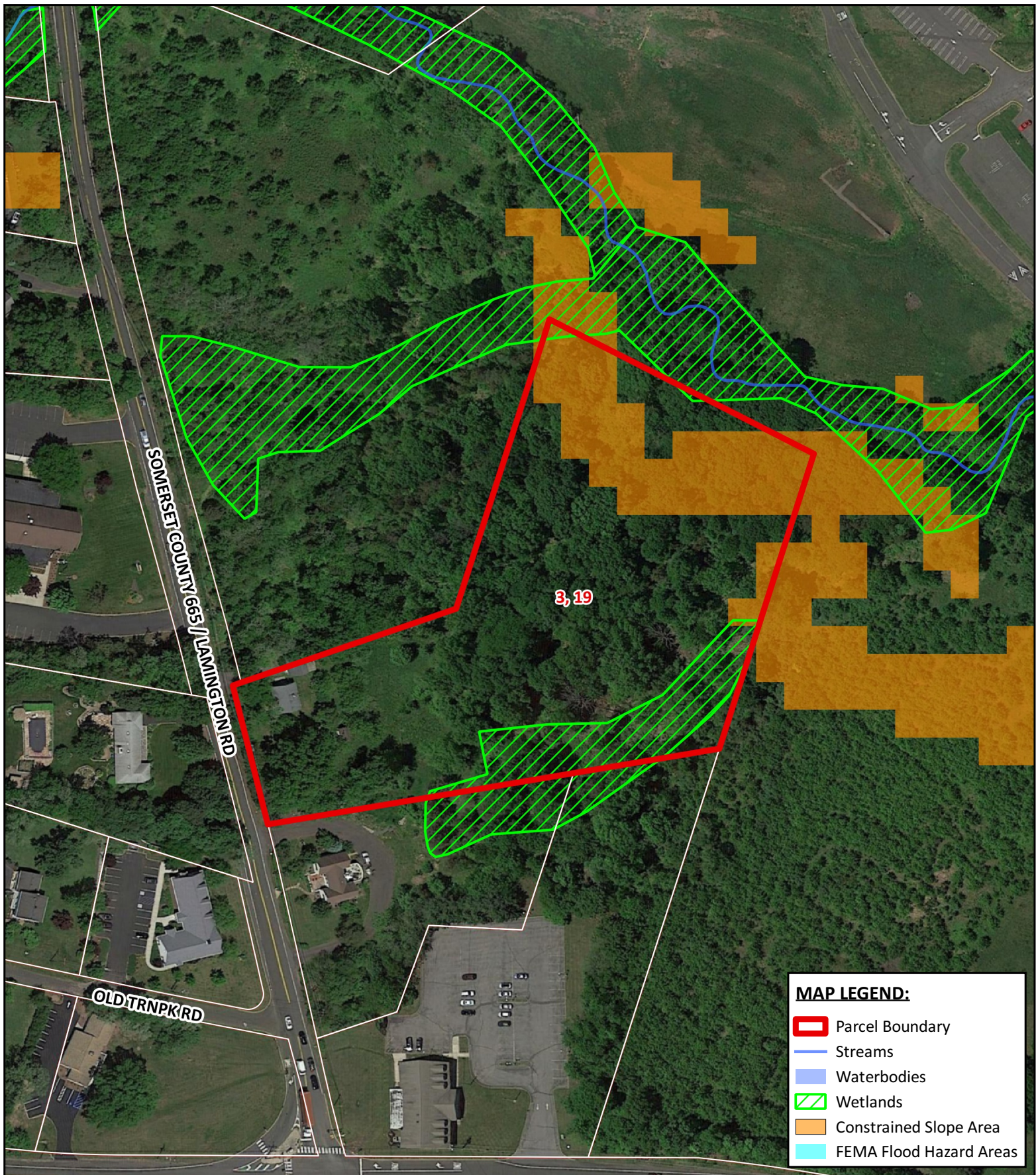


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 Steep Slopes, FEMA Flood Hazard Zones



POLICY
 PLANNING
 DESIGN



Lamington Road: Municipally-Sponsored Affordable Housing

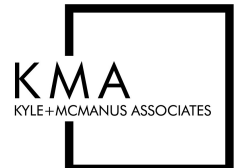
Block 3, Lot 19

Branchburg Township, Somerset County, NJ

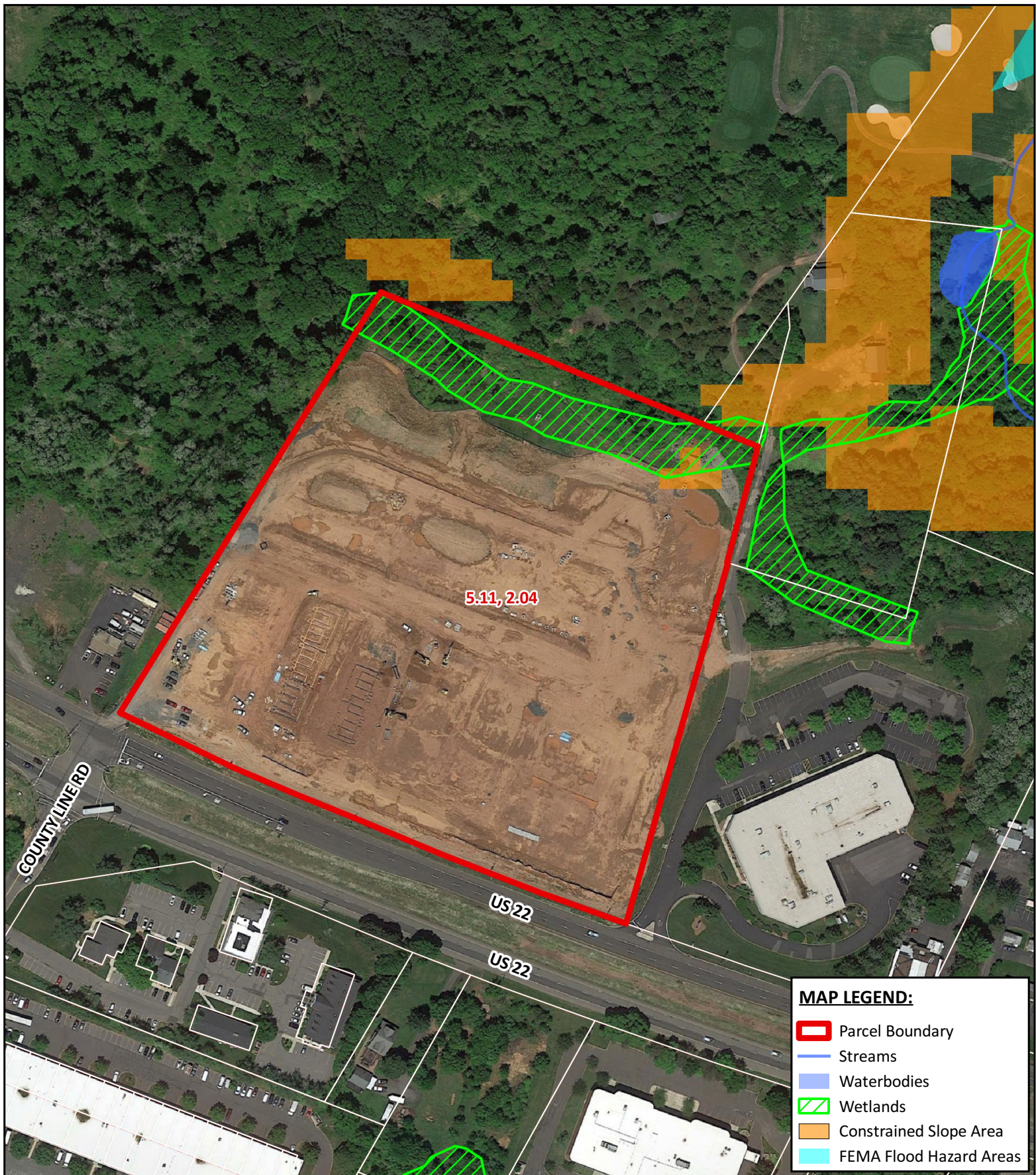


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Data Sources: 2020 Google Earth Aerial,
Somerset County Parcels, Roadway Network,
Streams and Waterbodies, 2012 Wetlands,
Steep Slopes, FEMA Flood Hazard Zones



POLICY
PLANNING
DESIGN



Fox Hollow: Inclusionary Housing
 Block 5.11, Lot 2.01
 Branchburg Township, Somerset County, NJ

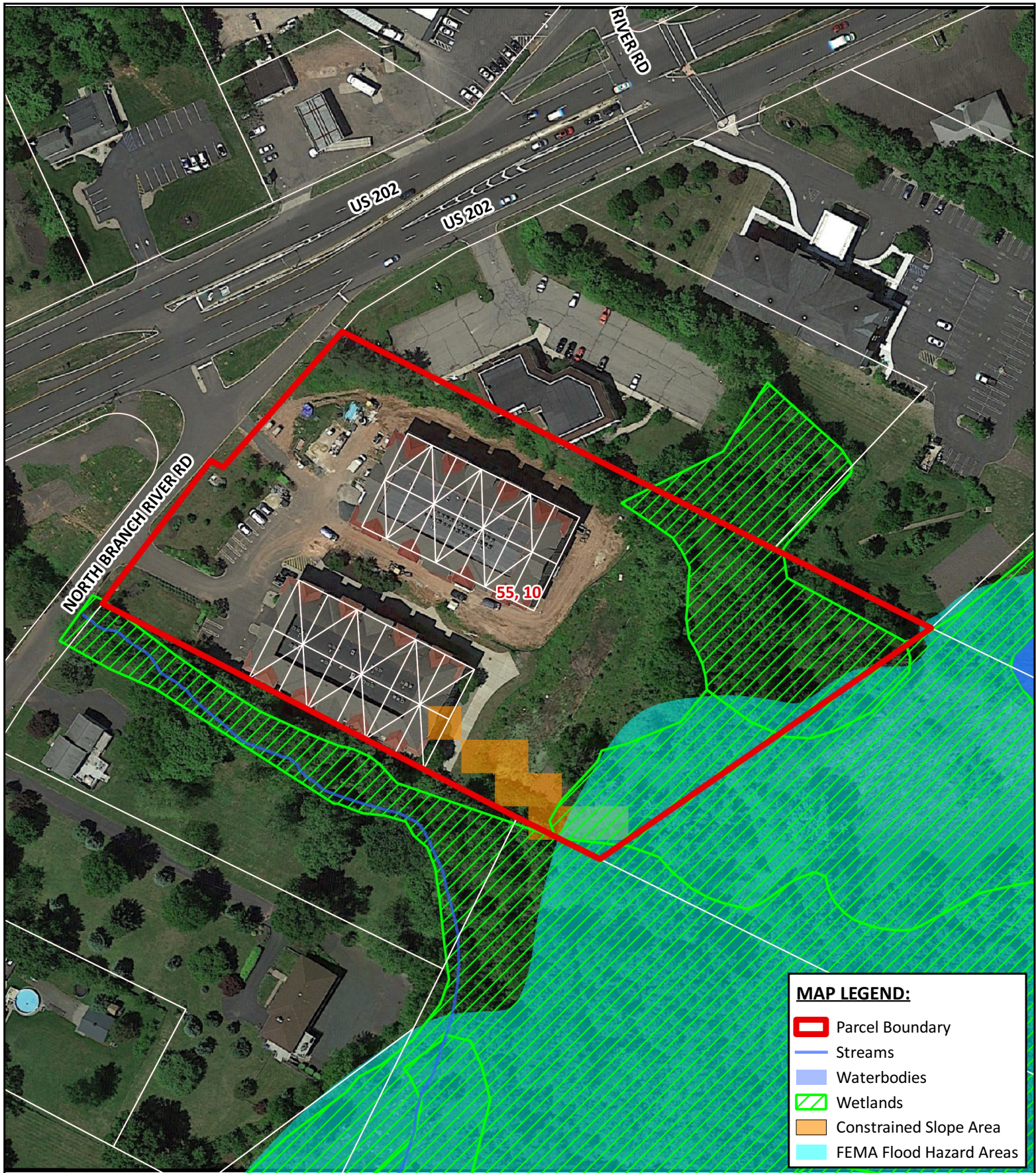
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 Map Scale: 1 inch equals 250 feet

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Data Sources: 2020 Google Earth Aerial,
 Somerset County Parcels, Roadway Network,
 Streams and Waterbodies, 2012 Wetlands,
 Steep Slopes, FEMA Flood Hazard Zones

KMA
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POLICY
 PLANNING
 DESIGN



River Trace: Inclusionary Housing

Block 55, Lots 9 and 10

Branchburg Township, Somerset County, NJ

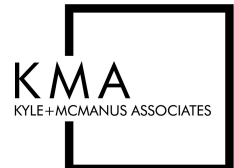


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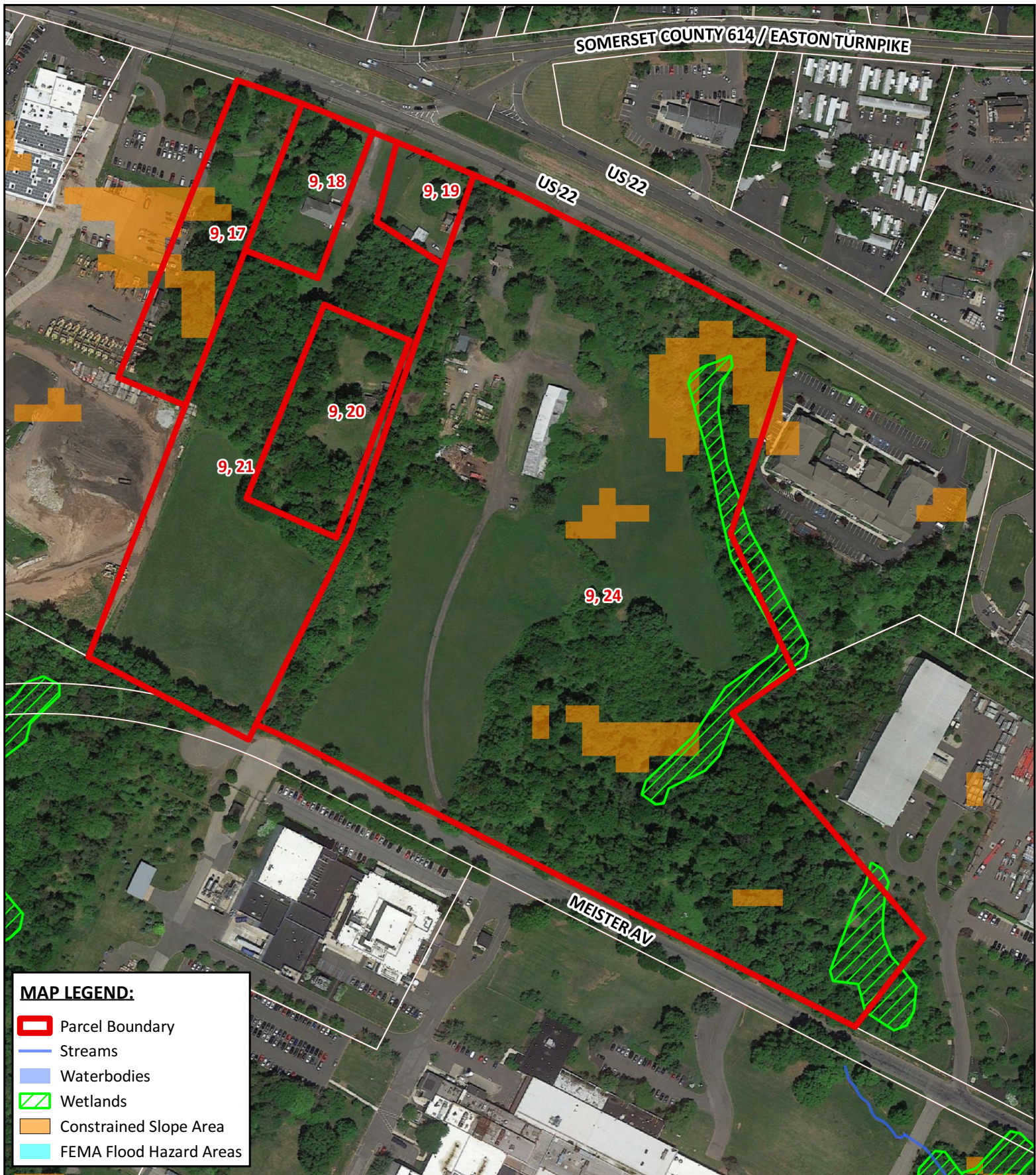
Map Scale: 1 inch equals 125 feet

Map Prepared By:
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P.O. Box 236, Hopewell, NJ 08525
T (609) 451 0013
klelie@kylemcmannus.com

Data Sources: 2020 Google Earth Aerial,
Somerset County Parcels, Roadway Network,
Streams and Waterbodies, 2012 Wetlands,
Steep Slopes, FEMA Flood Hazard Zones

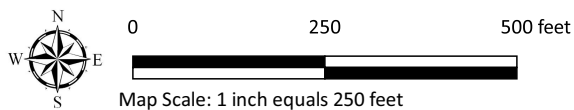


POLICY
PLANNING
DESIGN



North Branch Walk: Inclusionary Housing

Block 9, Lots 17-21 and 24
Branchburg Township, Somerset County, NJ

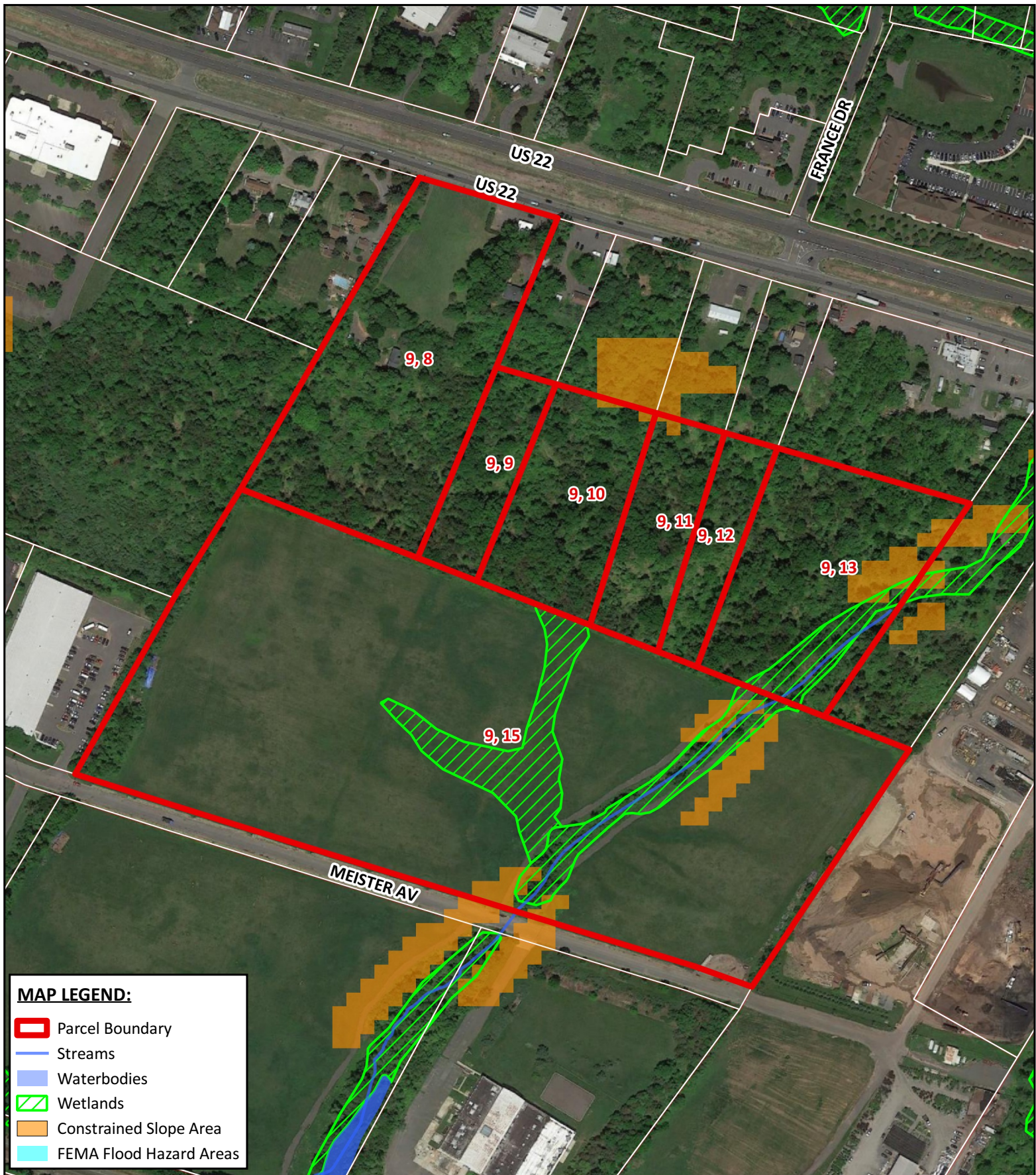


Map Prepared By:
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Data Sources: 2020 Google Earth Aerial,
Somerset County Parcels, Roadway Network,
Streams and Waterbodies, 2012 Wetlands,
Steep Slopes, FEMA Flood Hazard Zones



POLICY
PLANNING
DESIGN



Summit Green: Inclusionary Housing
 Block 9, Lots 8 and 15
 Branchburg Township, Somerset County, NJ

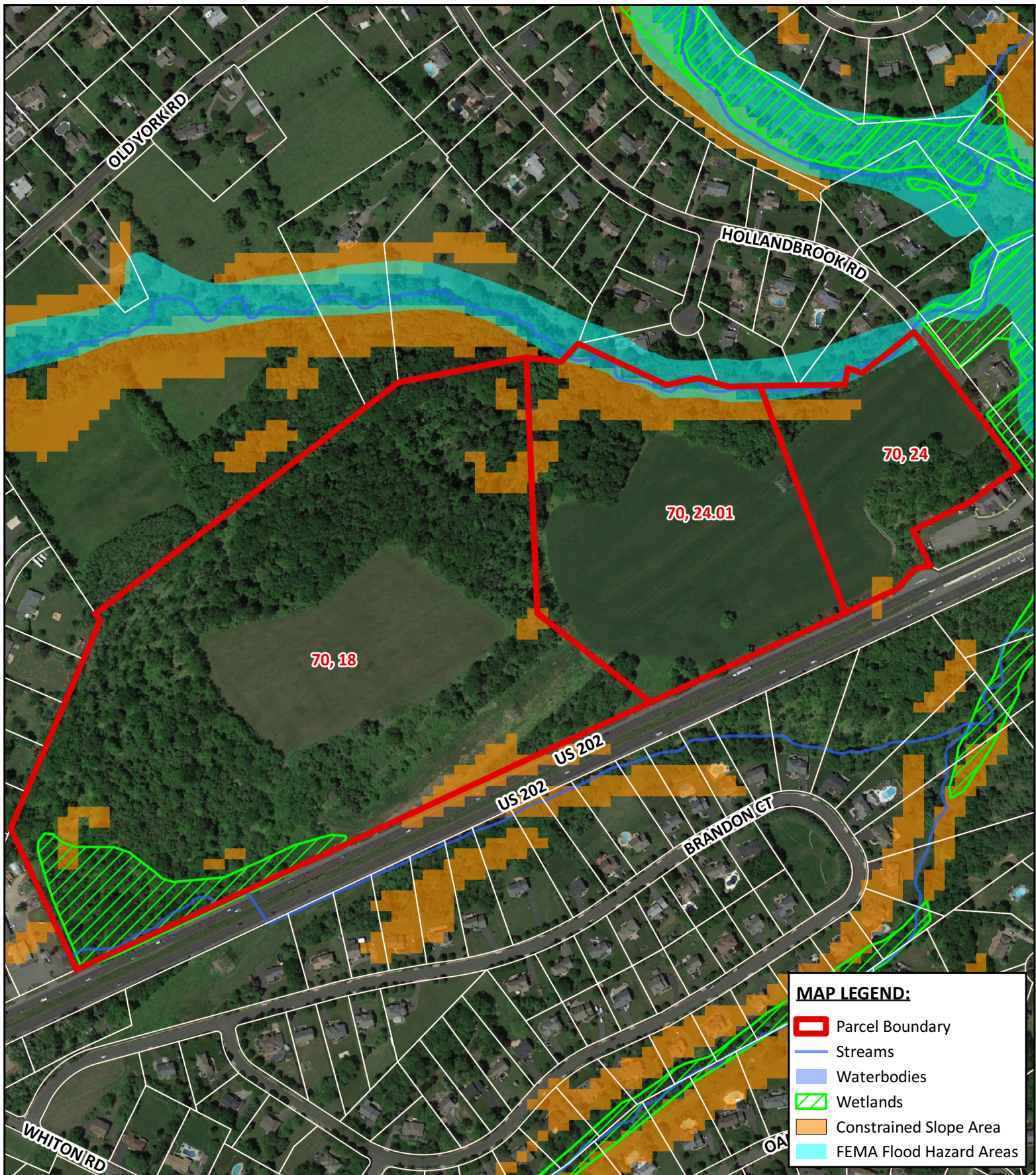
0 150 300 feet
 Map Scale: 1 inch equals 300 feet

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Data Sources: 2020 Google Earth Aerial,
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KMA
 KYLE+MCMANUS ASSOCIATES

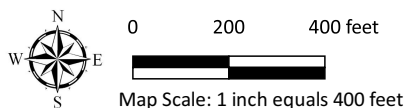
POLICY
 PLANNING
 DESIGN



Judelson / Glen Willow: Inclusionary Housing

Block 70, Lots 18, 24 and 24.01

Branchburg Township, Somerset County, NJ



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POLICY
PLANNING
DESIGN

AFFORDABLE HOUSING ADMINISTRATION & AFFIRMATIVE MARKETING

Branchburg Township will adopt an Affordable Housing Ordinance in accordance with COAH's substantive rules and UHAC. The Affordable Housing Ordinance will govern the establishment of affordable units in the Township as well as regulating the occupancy of such units. The Township's Affordable Housing Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and prices, affirmative marketing, income qualification, etc.

The Township has established the position of the Municipal Housing Liaison and has appointed a staff member to the position. The Township relies on an in-house affordable housing administrator to conduct the administration and affirmative marketing of its affordable housing sites. However, the Township will permit developers who demonstrate the appropriate experience and expertise to administer their own units as both are experienced affordable housing administrators. The affirmative marketing plans are designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township's housing region, Region 3, consisting of Somerset, Hunterdon and Middlesex counties.

The affirmative marketing plans include regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to N.J.A.C. 5:80-26.1 et seq. All newly created affordable units will comply with the 30-year affordability control required by UHAC, N.J.A.C. 5:80-26.5 and 5:80-26.11. This plan must be adhered to by all private, non-profit, and municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

AFFORDABLE HOUSING TRUST FUND

A development fee ordinance creating a dedicated revenue source for affordable housing was originally adopted by Branchburg Township in 2003.

The Spending Plan included in the Appendices to this Housing Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with COAH's applicable substantive rules. All collected revenues will be placed in the Township's Affordable Housing Trust fund and may be dispensed for the use of eligible affordable housing activities including, but not limited to:

- Rehabilitation program;
- New construction of affordable housing units and related development costs;

- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites;
- Acquisition and/or improvement of land to be used for affordable housing;
- Purchase of affordable housing units for the purpose of maintaining or implementing affordability controls,
- Maintenance and repair of affordable housing units;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity; and
- Any other activity as specified in the approved spending plan.

However, the Township is required to fund eligible programs in a Court-approved Housing Element and Fair Share Plan, as well as provide affordability assistance.

At least 30% of collected development fees, excluding expenditures made since July 17, 2008, when affordability assistance became a statutory requirement in the Fair Housing Act, shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan. At least one-third (1/3) of the affordability assistance must be expended on very-low income units. Additionally, no more than 20% of the revenues collected from development fees each year, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program.

MONITORING

The Township's settlement agreement with FSHC put in place monitoring provisions consistent with those required by the Fair Housing Act and similar to those required by COAH. The monitoring requires regular tracking of progress toward meeting the affordable housing obligation and ensuring the affordable units and affordable housing trust fund are administered properly. The agreement requires the following:

- On the first anniversary of the entry of final judgment, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Committee on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Township may also post such activity on the CTM system and/ or file a copy of its report with the COAH or its successor agency at the State level.
- For the midpoint realistic opportunity review date, the parties agree that the midpoint for purposes of this agreement will be July 1, 2020 pursuant to N.J. S. A. 52: 27D- 313, and a second

review shall occur by July 1, 2022. The Township will post the review on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled RDP mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.

- For the review of very low-income housing requirements required by N.J.S.A. 52: 27D- 329. 1, within 30 days of the third anniversary of the entry of final judgment, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low-income housing obligation under the terms of this settlement.

COST GENERATION

The Branchburg Township's Land Development Ordinance has been reviewed to eliminate unnecessary cost generating standards; it provides for expediting the review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance, Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) and the mandate of the FHA regarding unnecessary cost generating features. Branchburg Township shall comply with COAH's requirements for unnecessary cost generating requirements, N.J.A.C. 5:93-10.1, procedures for development applications containing affordable housing, N.J.A.C. 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing.

THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

BRANCBURG TOWNSHIP | SOMERSET COUNTY, NEW JERSEY

APPENDIX

1. FSHC Settlement Agreement and Fairness Order
2. Planning Board Resolution
3. Governing Body Resolution
4. Housing, Demographic & Employment Analysis
5. Rehabilitation Documentation
6. Prior Round Documentation
7. Third Round Documentation
8. Administration Documentation
9. Trust Fund Documentation

Appendix 1. FSHC Settlement Agreement and Fairness Order

Woolson Anderson Peach

A Professional Corporation • Attorneys at Law

11 EAST CLIFF STREET • SOMERVILLE • NEW JERSEY • 08876
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MARK S. ANDERSON
RANDALL J. PEACH
CHRISTINE L. NICE

STEVEN B. LIEBERMAN
Of Counsel
WILLIAM R. SUTPHEN III
Retired



August 28, 2019

Adam Gordon Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, New Jersey 08002

Re: In the Matter of the Township of Branchburg's
Housing Element and Fair Share Plan
Docket No. L-000898-15

Dear Mr. Gordon:

This letter memorializes the terms of an agreement reached between Branchburg Township ("Branchburg"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Branchburg filed the above-captioned matter on July 1, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1983, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, Branchburg and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

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Settlement terms

Branchburg and FSHC hereby agree to the following terms:

1. FSEC agrees that Branchburg, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

3. FSEC and Branchburg hereby agree that Branchburg's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report)	12
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	302 ¹
Third Round (1999-2025) Prospective Need, as adjusted through this Agreement	1,000.

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in *In re Declaratory Judgment Actions Filed By Various Municipalities*, 227 N.J. 508 (2017).

5. Branchburg's efforts to meet its present need and Third Round Prospective Need are outlined on the Branchburg Township Affordable Housing Compliance Plan attached hereto as Exhibit A.

¹ Fourteen Prior Round units in excess of Branchburg's Prior Round obligation were produced by Branchburg, as reflected in Exhibit A.

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The Plan is sufficient to satisfy the Township's present need obligation of 12 units and Third Round Prospective Need Obligation of 1000 units.

6. As noted above, Branchburg has a Prior Round prospective need of 302 units, which is addressed through existing and proposed credits as described in more detail in the Branchburg Township Prior Round Compliance Plan attached hereto as Exhibit A.

7. Branchburg will provide a realistic opportunity for the development of affordable housing through the municipally-sponsored projects and the adoption of inclusionary zoning as described in Exhibit A. Prior to the fairness hearing in this matter, Branchburg shall provide letters from the developers of the North Branch Walk, Summit Green, and Judelson/Glen Willow developments providing a firm commitment to construct the developments as shown in Exhibit A.

8. In accordance with N.J.A.C. 5:93-5.5, Branchburg recognizes that it must provide evidence that Branchburg has adequate and stable funding for any non-inclusionary affordable housing developments. Branchburg is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the Township and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, Branchburg shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. Branchburg will meet this obligation for the proposed Midland group home bedrooms, extensions of expiring controls, and all projects referenced as municipally sponsored 100% affordable projects in Exhibit A, Table B, through documentation to be included in Branchburg's Housing Element and Fair Share Plan, and as described in more detail in the respective project descriptions in Exhibit A.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of

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municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement and specify the entity responsible for undertaking and monitoring the construction and overall development activity. Branchburg will meet this obligation for the proposed Midland group home bedrooms and all projects referenced as municipally sponsored 100% affordable projects in Exhibit A, Table B, through documentation to be included in Branchburg's Housing Element and Fair Share Plan.

9. Branchburg agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. Branchburg will comply with those requirements as indicated in Exhibit A.

10. Branchburg shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in in paragraph 6 above:

a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.

e. Branchburg agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance

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may Branchburg claim credit toward its fair share obligation for age-restricted units that exceed 25% of the prior round and third round fair share obligation.

11. Branchburg shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. Branchburg also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. Branchburg as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD in accordance with the Order previously entered for all Vicinage 13 municipalities by the Court on October 11, 2018, attached as Exhibit B.

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13. All new construction units shall be adaptable in conformance with P.L.2005, c.330/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

14. As an essential term of this Agreement, within 90 days of court approval of this Agreement, Branchburg shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

15. The parties agree that if a decision of a court of competent jurisdiction in Somerset County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for Branchburg for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, Branchburg may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, Branchburg shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Branchburg's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If Branchburg prevails in reducing its prospective need for the Third Round, Branchburg may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

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16. Branchburg shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2016) (aff'd 442 N.J. Super. 563). On the first anniversary of the date of this Agreement, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, Branchburg agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, Branchburg agrees to provide annual reporting of the status of all affordable housing activity within Branchburg through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

18. The Fair Housing Act includes two provisions regarding action to be taken by Branchburg during the ten-year period of protection provided in this Agreement. Branchburg agrees to comply with those provisions as follows:

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a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, Branchburg will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to Branchburg, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.

b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, Branchburg will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to Branchburg and Fair Share Housing Center on the issue of whether Branchburg has complied with its very low income housing obligation under the terms of this settlement.

19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

20. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 102 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29

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(App. Div. 1996). Branchburg shall present its Township Planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate Branchburg will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

21. Branchburg shall pay the amount of \$30,000, an amount that FSHC represents is its reasonable attorneys' fees and costs, to FSHC within sixty days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Somerset County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

24. 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,

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or unenforceable in any respect, such determination shall not affect the remaining sections.

25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

28. The parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

29. Each of the parties hereto acknowledges that this Agreement was not drafted by either of the parties, but was drafted, negotiated and reviewed by both parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the parties expressly represents to the other party that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

30. The Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

31. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

32. No member, official or employee of Branchburg shall have any direct or indirect interest in this Agreement, nor

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participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

33. The effective date of this Agreement shall be the date upon which all of the parties hereto have executed and delivered this Agreement.

34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon 10 days notice as provided herein:

TO PSEC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO BRANCHBURG:

Gregory Bonin, Township Administrator
Branchburg Township
1077 US Highway North
Branchburg, New Jersey, 08876
Telecopier: (908) 526-2452
Email: gregory.bonin@branchburg.nj.us

WITH A COPY TO:

Marguerite Schmitt, RMC, CMR, Township Clerk

Please sign below if these terms are acceptable.

Very truly yours,

Woolson Anderson Peach
A Professional Corporation

Adam Gordon Esq.

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Email: gregory.bonin@branchburg.nj.us

WITH A COPY TO: Marguerite Schmitt, RMC, CMR, Township Clerk

Please sign below if these terms are acceptable.

Very truly yours,


Mark S. Anderson

MSA:no

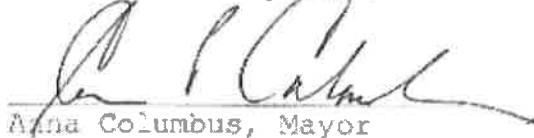
Accepted on behalf of Fair Share Housing Center



Adam M. Gordon
Attorney for Fair Share Housing Center

Date: 9-24-19

Accepted on behalf of the Township of Branchburg by resolution
of the Township Committee this date



Anna Columbus, Mayor

Date: 8-26-19

EXHIBIT "A"

Exhibit A
BRANCHBURG TOWNSHIP
AFFORDABLE HOUSING COMPLIANCE PLAN

SATISFACTION OF THE REHABILITATION OBLIGATION: 12 UNITS

Branchburg Township's rehabilitation obligation is 12 units. The Township proposes to address this 12-unit Rehabilitation share through an existing owner occupied housing program that is managed by Township staff. The Township will also participate in the Somerset County Housing Rehabilitation Program for the rehabilitation of owner-occupied housing units.

SATISFACTION OF THE PRIOR ROUND (1987-1999) OBLIGATION

Branchburg Township's Prior Round obligation is 302. As summarized in Table A, Summary of Credits from Prior Round, 1987-1999, the Township has addressed its 302-unit obligation with RCA credits, completed family and senior rental units, completed family for-sale units and completed alternative living arrangement.

Table A. Summary of Credits from Prior Round, 1987-1999

Compliance Mechanisms	Credits	Bonuses	Total
302-Unit Prior Round Obligation (1987-1999)			
RCA's - funds transferred	100		100
Family Sale - Completed			
Cedar Brook	40		40
Senior Rentals - completed			
Whiton Hills	30	4	34
Family Rentals - completed			
Whiton Hills	43	43	86
Terrace Edgewood	4	4	8
Group Homes - completed			
4 Homes with 17 bedrooms total	17	17	34
Group Homes - proposed			
Midland - 7 bedrooms (7 of 18)	7	7	14
Total	241	75	316
		Surplus	14

SATISFACTION OF THE THIRD ROUND OBLIGATION (1999-2025): 1000 UNITS

As indicated in the Settlement Agreement, the Township's Third Round Obligation is 1000. The Township's compliance mechanisms are summarized in Table B, Summary of Credits for the

Third Round, 1999-2025, providing a combination of 100% affordable developments, inclusionary sites, extension of controls, alternative living arrangements and third round rental bonuses.

Table B. Summary of Credits for the Third Round, 1999-2025

Compliance Mechanism	Total New Units	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
2001 Unit - Third Round Obligation (1999-2025)						
Credits from Prior Round						
Cedar Brook*				14		14
Group Homes - by bedrooms						
Summit Green - supportive living bedrooms	13	18		39		39
Midland - proposed	8	3		11		11
Extension of Controls						
Cedar Brook				40		40
Municipal Sponsored - 100% Project						
Conifer/Triangle Site - Approved	100		13	100	100	200
Cornerstone - Proposed (Senior)	150	20		150		150
Henderson - Approved	9			9	9	18
TJC/Premier (Senior) - Proposed	100	6		40		40
Inclusionary Sites - Family For Sale - Approved						
River Trace	50			11		11
Inclusionary Sites - Family For Rent - Approved						
Advance	81		4	28	28	56
Inclusionary Sites - Proposed						
*North Branch Walk - rental - (24.9% setaside)	364		12	91	91	182
Summit Green - rental - (25% setaside)	523		12	82	22	114
Judelson/Glen Willow	475	8	9			
Senior for sale				28		28
Senior rental				28		28
Family for sale				40		40
Family rental				31		31
Total	1873	53	50	750	250	1000
				Surplus/Deficit		0

*Note: Ordinance approved, site plan approval pending

Min. Total Family 50% of obligation-bonus

Min. Very Low Required - 13% of units developed after 7/17/2008

Min. Very Low Family Required- 50% of Total VL

Min. Total Rental - 25% of obligation

Min. Family Rental - 50% of total rental

Maximum Senior - 25% of obligation

Required

Provided

375

397

98

103

49

50

250

586

125

268

250

244

final compliance hearing in this matter will enter into an agreement with Midland confirming Midland's commitment to provide a minimum of 18 bedrooms for low and moderate income persons in the form of group homes with deed restrictions on scattered sites throughout the Township and provide the other information required by N.J.A.C. 5:93-5.5 as part of the Township's Housing Element and Fair Share Plan.

EXTENSIONS OF CONTROLS PROGRAM - PARTIALLY COMPLETED

Cedar Brook

* Note: Cedar Brook credits from the prior round are allocated to the gap obligation.

PRIOR ROUND
RESIDUAL UNITS
PROPOSED

*Midland Supportive
and Special Needs
Housing - Scattered
Sites*

Midland School, an experienced provider and manager of supportive and special needs housing, will partner with the Township to provide group homes on Township-owned parcels. Midland Corporation provided a letter dated May 20, 2019 (Appendix A) confirming interest in partnering with the Township as they desire to expand their Community Residential Services which support eligible adults who have intellectual and developmental disabilities. The Township prior to the

Cedar Brook is a completed inclusionary development with family for-sale units. Affordability controls were placed on forty (40) for-sale units between August 1992 and February 1993 with certificates of occupancy issued during that same period. Cedar Brook provides eighteen (18) low and twenty-two (22) moderate income units.

Branchburg Township initiated a program to extend the affordability controls on all the units within Cedar Brook, which involves extending controls on the units as the units come up for sale. The Township has completed the extension of affordability controls on 28 of the 40 units. The affordability controls on the units provide extensions from 2026- 2048. Prior to the final compliance hearing in this matter, Branchburg will provide documentation that all 40 units have had controls extended for at least 30 years beyond the original expiration date of the affordability controls in accordance with the requirements of N.J.A.C. 5:97-6.14.

SUPPORTIVE AND SPECIAL NEEDS HOUSING – PROPOSED

Midland – Scattered Sites

Midland School, an experienced provider and manager of supportive and special needs housing, will partner with the Township to provide group homes on Township-owned parcels. Midland Corporation provided a letter dated May 20, 2019 (Appendix A) confirming interest in partnering with the Township as they desire to expand their Community Residential Services which support eligible adults who have intellectual and developmental disabilities. The Township prior to the final compliance hearing in this matter will enter into an agreement with Midland confirming Midland's commitment to provide a minimum of 18 bedrooms for low and moderate income persons in the form of group homes with deed restrictions on scattered sites throughout the Township and provide the other information required by N.J.A.C. 5:93-5 as part of the Township's Housing Element and Fair Share Plan.

Summit Green

The Summit Green site is 44 acres in area and is comprised of several lots (Block 9, Lots 8 & 15 and portions of Lots 9-13). The proposal to develop the site includes 523 family rental units of which 92 family affordable units and 39 supportive and special needs bedrooms will be deed restricted for low and moderate income households including sixteen (16) very-low income supportive and special needs affordable units. It is anticipated that the 39 special needs bedrooms will be located within thirteen (13) 3-bedroom apartment units located within the multi-family apartment buildings. The site is located within the sewer service area.

MUNICIPALLY SPONSORED AND 100% AFFORDABLE DEVELOPMENT – APPROVED/PROPOSED

Henderson – Approved

Branchburg Township will address a portion of its third round obligation through a 100% affordable development of nine (9) affordable family rental units on a 0.849-acre parcel located in the North Branch Hamlet zoning district. This site (Block 7/ Lot 3) is the subject of a Zoning

Board approval memorialized by resolution on April 18, 2012, Case 2010-007A UV (Appendix B) permitting a three (3) lot subdivision of a 1.2-acre lot to allow the continuation of two existing historic single family detached dwellings and the construction of a multi-family apartment with nine (9) affordable family rental units. The site is located on the south side of Route 28 and is located within the sewer service area. The property owner has received extensions of time for the filing of a subdivision and site plan application, as required by the 2012 resolution, and preserving the site's use variance, through June 30, 2019. An application for subdivision and site plan approval is incomplete, but the Zoning Board has extended the time for completion of the application to September, 2019.

Conifer/Triangle Site – Approved

Conifer, LLC, an experienced affordable housing developer, received approval from the Township Planning Board on May 1, 2017 memorialized by resolution on June 27, 2017, Case 2017-002P PSP (Appendix C) for a municipally sponsored and 100% affordable development of 100 affordable family rental units on a 9.5-acre parcel located in the Affordable Housing 2 zoning district. This site (Block 74/ Lots 3, 3.01, 3.02) is located immediately south of the Whiton Hills apartments, which is an inclusionary family rental development addressing the Prior Round obligation. The site is located on the east side of Old York Road and on the northwest side of Route 202 with access from Old York Road and is located within the sewer service area. Conifer, LLC has been successful in securing 9% tax credit financing from HMFA and will provide at least 13 units for very low income households as part of at least 50 units for low and very low income households.

Cornerstone at Branchburg – Proposed

The Township selected The Walters Group, an experienced affordable housing provider, to construct a 100% affordable housing rental complex containing 150 age-restricted rental units. The property is located on the south side of Old York Road, across from the Branchburg Township municipal building. The project will be situated on a lot that is subdivided from Block 68.05, Lot 1 with an approximate area of 8.5 acres. The development will be divided into two phases with each phase including 75 age-restricted affordable rental units (including at least 10 very low income units in each phase as part of at least 38 units for low and very low income households in each phase). The Walters Group will pursue 9% tax credit financing from HMFA for each phase of the development. The Township during the compliance phase of this litigation will adopt an appropriate zoning ordinance for the site providing a realistic opportunity for this development and provide the information required by N.J.A.C. 5:93-5.5 as part of its Housing Element and Fair Share Plan.

TJC/Premier Site – Proposed

Branchburg Township will address a portion of its third round obligation through the municipally sponsored development of 40 affordable age-restricted rental units on Block 3, Lot 19, which is approximately 4.5 acres and has access to Lamington Road. The site is currently owned by the Township of Branchburg and will be donated to the developer. The Township intends to select Premier Properties, an experienced affordable housing provider, to construct

100 units of which 40 will be deed restricted for low and moderate income age-restricted households. Premier has developed a schedule (Appendix D) for developing the affordable age-restricted rental complex and anticipates that construction will begin not later than Fall 2021. The schedule notes each step in the development process including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, and beginning construction. The Township during the compliance phase of this litigation will adopt an appropriate Redevelopment Plan for the site providing a realistic opportunity for this development and provide the information required by N.J.A.C. 5:93-5.5 as part of its Housing Element and Fair Share Plan. The Township will approve the Area in Need of Redevelopment study within 120 days of the execution of the settlement agreement and will adopt a Redevelopment Plan for the site within 120 days of the site being determined to be an Area in Need of Redevelopment.

INCLUSIONARY DEVELOPMENTS – APPROVED

Advance-Fox Hollow

The Advance-Fox Hollow site is 14 acres in area and is comprised of one lot (Block 5.11, Lot 22) and located at 3460 U.S. Highway Route 22. Preliminary and final site plan approval, with bulk variances and exceptions, was granted for a total of 109 residential dwellings including 81 market rate units and 28 affordable units (14 moderate income units, 10 low income units and 4 very low income units) pursuant to Resolution Case #2015-007A PFSP, adopted November 1, 2016. The site is located within the sewer service area.

River Trace

The River Trace site is 4.8 acres in area and is comprised of two lots (Block 55, Lots 9 & 10) and located at 101 North Branch River Road. In 2004, the Board of Adjustment granted a "d(1)" use variance to American Classics, LLC, as part of a bifurcated application, to permit the construction of 48 units of age-restricted housing (Resolution Case #04-046A UV, adopted March 1, 2005.) Preliminary and final site plan approval was subsequently granted by the Board pursuant to Resolution Case #05-015A PFSP adopted January 18, 2006. In 2009, the Board approved an amendment of its previously granted use and site plan approvals, and a "d(5)" density variance, to permit a 50-unit "converted development", deleting the requirement that the housing be age-restricted, pursuant to Case #09-007A Amend UV, adopted December 1, 2009. The Board of Adjustment's approval was challenged by the Township (due to a small density increase that had been approved at the same time) but that challenge has been settled. As a result of the settlement, River Trace will now be providing a total of 11 affordable units instead of the 8 originally anticipated, one of which will be off-site. The developer has paid the Township \$160,000 as a contribution toward that unit, and the Township has purchased a previously unrestricted unit in the Cedar Brook development for \$225,000, which is currently offered for sale as a restricted moderate-income unit. Of the 11 affordable units, 6 will be low income and 5 will be moderate income. To date, approximately half of the units within the development have been completed and occupied including two (2) of the ten (10) on-site low and moderate income units. The current developer, Denninger Associates, LLC, is engaged in the completion of construction and site build-out of the project. The site is located within the sewer service area.

INCLUSIONARY DEVELOPMENTS – PROPOSED

North Branch Walk

The North Branch site is 36 acres in area and is comprised of several lots (Block 9, Lots 17-21 & 24). The site will be zoned to permit 364 family rental units of which 91 units (25%) shall be family rental units deed restricted for moderate (45 units), low (34 units) and very-low (12 units) income households. The site is located within the sewer service area.

Summit Green

The Summit Green site is 44 acres in area and is comprised of several lots (Block 9, Lots 8 & 15 and portions of Lots 9-13). The site will be zoned to permit 523 family rental units of which 131 units (24.95%) shall be deed restricted for low and moderate income households. The development will include 92 family rental units deed restricted for low (34 units), very low (12 units) and moderate (46 units) income households. In addition, it is anticipated that the 39 special needs bedrooms will be located within thirteen (13) 3-bedroom apartment units located within the multi-family apartment buildings. The site is located within the sewer service area.

Judelson/Glen Willow

The Judelson/Glen Willow site is 71.6 acres in area and is comprised of several lots (Block 70, Lots 18, 24 & 24.01). The site will be zoned to permit 475 units of which 125 units (26.3%) shall be affordable units (26 senior for-sale units, 28 senior rental units, 40 family for-sale units and 31 family rental units) deed restricted for low (46 units), very low (17 units) and moderate (62 units) income households. The site is located within the sewer service area.

For all three proposed inclusionary developments and the Cornerstone and TJC/Premier developments, the Township will adopt a zoning ordinance providing a realistic opportunity for the development as specified here prior the final compliance hearing in this matter. The Township also agrees to cooperate with the developers of the inclusionary and 100% affordable sites in this plan including as follows:

- Assistance with outside approvals: the Township acknowledges that in order to construct both inclusionary and 100% affordable developments referenced in this plan, developers will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Somerset, the Somerset County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation. The Township agrees to use all reasonable efforts to assist the developers of the sites referenced in this plan in its undertakings to obtain the required approvals.
- Timely action on applications: the Planning Board shall expedite the processing of development applications for the inclusionary and 100% affordable developments following Court approval of this Settlement Agreement in accordance with N.J.A.C.

5:93-10.1(a) and within the time limits imposed by the MLUL. If necessary, the Planning Board shall cooperate in scheduling special meetings to expedite the applications to ensure that the Board acts on the development applications for the Site within the time provisions set forth in the MLUL. In the event of any appeal of the Court approval of this Settlement Agreement, the Board shall process and take action on any development applications for the sites in this agreement which decision may be conditioned upon the outcome of any pending appeal.

- Cost generation: The Township will refrain from imposing cost generative requirements on the developments referenced in this agreement, including but not limited to that in the event of any inconsistencies between RSIS standards and any Township Ordinances, regulations or policy, the Township acknowledges that such RSIS standards shall prevail.

Appendix 2. Planning Board Resolution

RESOLUTION NO. PB 2020-011

**RESOLUTION OF THE PLANNING BOARD OF THE
TOWNSHIP OF BRANCHBURG ADOPTING THE 2020
HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, the Township of Branchburg (the “Township”) filed a Declaratory Judgment Action on July 1, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985; and

WHEREAS, the Township received a grant of immunity from the court, which has been extended and remains in place as of this date; and

WHEREAS, through the declaratory judgment process, the Township and Fair Share Housing Center (the “FSHC”) have agreed to settle the litigation by agreement on August 21, 2019 (the “Settlement Agreement”), and presented said settlement to the trial court with jurisdiction over this matter to review and approve following a fairness hearing; and

WHEREAS, on February 5, 2020, following a fairness hearing, the Honorable Thomas Miller, P.J. Cv., approved the Settlement Agreement between the Township and FSHC; and

WHEREAS, to effectuate the terms of the Settlement Agreement, the Township must adopt a Housing Element and Fair Share Plan (the “2020 HEFSP”); and

WHEREAS, on September 8, 2020, at a duly noticed public hearing, in accordance with the terms of the Settlement Agreement and in order to effectuate same, the Planning Board of the Township of Branchburg (the “Planning Board”) reviewed and considered the proposed 2020 HEFSP attached hereto as **Exhibit A**; and

WHEREAS, adequate notice of the public hearing was provided in accordance with N.J.S.A. 40:55D-10a and 40:55D-13 and the 2020 HEFSP was made available on the Township website for public inspection, at least 10 days before the hearing; and

WHEREAS, the Board Planner presented testimony regarding the 2020 HEFSP to the Planning Board and the public during said public hearing; and

WHEREAS, members of the public were afforded a full and fair opportunity to participate in the hearing, including to question the Board Planner and make public comment and provide expert testimony under oath, if they so chose; and

WHEREAS, the Planning Board considered the testimony of the Board Planner and the testimony of the public and all witnesses, and in accordance with the terms of the Settlement Agreement and in order to effectuate same, the Planning Board considered whether to adopt the 2020 HEFSP; and

WHEREAS, the Planning Board has made the following findings of fact and conclusions of law:

1. The 2020 HEFSP has been prepared pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-310, et seq);
2. The 2020 HEFSP utilizes the Court approved affordable housing obligation as agreed upon by the Township and FSHC and the terms of the Settlement Agreement;
3. The 2020 HEFSP addresses the Township's cumulative housing obligation for the period commencing in 1987 and extending through June 30, 2025;
4. The Planning Board is satisfied that the proposed compliance mechanisms will provide a realistic opportunity for the provision of the Township's fair share of affordable housing in accordance with N.J.A.C. 5:93;
5. The Planning Board is satisfied that the 2020 HEFSP is consistent with the goals and objectives of the Township Master Plan and will guide the use of lands in the Township in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28; and

6. The Planning Board is satisfied that the 2020 HEFSP is designed to achieve, and the adoption and implementation of it will achieve, access to affordable housing to meet the present and prospective needs of the Township in accordance with N.J.S.A. 52:27D-310.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board, as follows:

Section 1. The foregoing recitals are incorporated herein as if set forth in full;

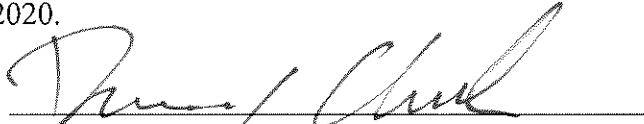
Section 2. The Planning Board, having reviewed the proposed 2020 HEFSP (attached hereto as **Exhibit A**) and considered the testimony presented, hereby adopts same as part of the Township's Master Plan, and finds that the 2020 HEFSP is consistent with the goals and objectives of the Township Master Plan and the terms of the Settlement Agreement, and that the adoption of same will guide the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28;

Section 3. The Secretary of the Planning Board shall forward a copy of this Resolution with the attached 2020 HEFSP to the Somerset County Planning Board and the Office of Planning Advocacy, and notice of the adoption of same shall be sent to the Municipal Clerk of each adjoining municipality; and

Section 4. This Resolution shall take effect immediately.

ROLL CALL VOTE:

The foregoing is a true copy of a Resolution adopted by the Planning Board of the Township of Branchburg at its meeting on September 8, 2020.

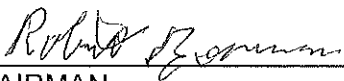


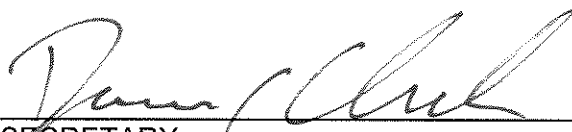
Doug Chabrak, Secretary

Dated: September 8, 2020

On motion by Ms. Truppi, seconded by Mr. Owens, the Planning Board voted to adopt the Resolution.

RESOLUTION NO. PB 2020-011 RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF BRANCHBURG ADOPTING THE 2020 HOUSING ELEMENT AND FAIR SHARE PLAN											
MEMBER	Y	N	NE	NV	ABS	MEMBER	Y	N	NE	NV	ABS
BOUWMAN	X					OWENS	X				
DEVLIN	X					COLUMBUS	X				
CHABRAK	X					ULEP	X				
VACANT						TRUPPI	X				
DONEGAN					X						
X – indicates vote NE – not eligible to vote NV – not voting (abstained) ABS – absent											


 CHAIRMAN


 SECRETARY

Appendix 3. Governing Body Resolution

RESOLUTION

NO. 2021-175

ADOPTED: AUGUST 9, 2021

WHEREAS, on July 1, 2015, the Township of Branchburg filed a Declaratory Judgment Complaint in the Somerset County Superior Court, Law Division, under Docket Number SOM-L-898-15, seeking approval of its Housing Element and Fair Share Plan in accordance with the New Jersey Supreme Court's decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015); and

WHEREAS, the Township engaged in considerable negotiations with Fair Share Housing Center and various intervenors pertaining to its fair share obligation and its Housing Element and Fair Share Plan; and

WHEREAS, a Settlement Agreement, dated August 28, 2019, was entered into between the Township of Branchburg and Fair Share Housing Center pertaining to the Township's Housing Element and Fair Share Plan; and

WHEREAS, on December 18, 2019, a Fairness Hearing was held before the Honorable Thomas C. Miller pertaining to the Township's Housing Element and Fair Share Plan and Settlement Agreement with Fair Share Housing Center; and

WHEREAS, the Honorable Thomas C. Miller entered an Order, dated December 18, 2019, approving the Township's Housing Element and Fair Share Plan and Settlement Agreement with Fair Share Housing Center; and

WHEREAS, as per the terms of the Settlement Agreement and Court Order, the Township's Affordable Housing Planning Consultant Kendra Lelie, PP, AICP, LLA, prepared a Housing Element and Fair Share Plan for review and approval of the Township of Branchburg Planning Board; and

WHEREAS, notice of a public hearing before the Township of Branchburg Planning Board pertaining to the Township's Housing Element and Fair Share Plan was provided in accordance with N.J.S.A. 40:55D-13; and

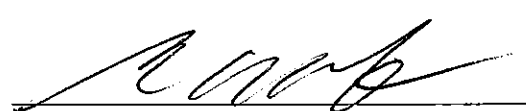
WHEREAS, on September 8, 2020, the Township of Branchburg Planning Board held a public hearing on the Housing Element and Fair Share Plan and adopted a Resolution approving same; and

WHEREAS, Township Committee of the Township of Branchburg has reviewed the Housing Element and Fair Share Plan and wishes to endorse the same.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey, that it hereby endorses the Housing Element and Fair Share Plan as adopted by the Township of Branchburg Planning Board on September 8, 2020.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Brendon Beatrice
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	✓			
COLUMBUS				✓
OWENS	✓			
SCHWORN	✓			
BEATRICE	✓			

Appendix 4. Housing, Demographic & Employment Analysis

DEMOGRAPHIC, SOCIO-ECONOMIC, HOUSING STOCK, CONSTRUCTION AND FORECASTS ANALYSIS

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DEMOGRAPHIC ANALYSIS

Population data in this section relies upon the decennial U.S. Census. Table 1, Population Trends 1930-2010, shows that Branchburg Township had a population of 14,459 persons in 2010, a 0.7% decrease from the 2000 census number of 14,566 persons. The Township experienced its largest population growth 1950-1960 decade when the population nearly doubled (an increase of 91.1%) followed by the preceding decade between 1940-1950 when population grew by 59.1%. Both the County and the State experienced their highest growth during the 1950-1960 decade of 45.3% and 25.5% respectively. The Township's population decline in 2000-2010 was not reflected in the County or the State, where population grew by 8.7% and 4.5% respectively, even though the growth was slower than previous decades.

Table 1: Population Trends in Branchburg Township, Somerset County and New Jersey, 1930 to 2010

Year	Branchburg Township			Somerset County			New Jersey		
	Persons	Change		Persons	Change		Persons	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	1,084			65,132			4,041,334		
1940	1,231	147	13.6%	74,390	9,258	14.2%	4,160,165	118,831	2.9%
1950	1,958	727	59.1%	99,052	24,662	33.2%	4,835,329	675,164	16.2%
1960	3,741	1,783	91.1%	143,913	44,861	45.3%	6,066,782	1,231,453	25.5%
1970	5,742	2,001	53.5%	198,372	54,459	37.8%	7,168,164	1,101,382	18.2%
1980	7,846	2,104	36.6%	203,129	4,757	2.4%	7,364,823	196,659	2.7%
1990	10,888	3,042	38.8%	240,279	37,150	18.3%	7,730,188	365,365	5.0%
2000	14,566	3,678	33.8%	297,490	57,211	23.8%	8,414,350	684,162	8.9%
2010	14,459	-107	-0.7%	323,444	25,954	8.7%	8,791,894	377,544	4.5%

Data Sources: U.S. Census Bureau, 2000 and 2010 Census Dataset SF-1, Table DP01; New Jersey Department of Labor and Workforce Development, New Jersey State Data Center 1990 Census, Table 6. New Jersey Resident Population by Municipality: 1930 – 1990

Table 2, Population by Age and Sex, shows the population cohorts in Branchburg Township in 2010. Overall, there was a higher proportion of female population (51.1%) than male (48.9%). The most populous age cohort was 35-54 years with 35.7% of Branchburg residents in 2010, with more females than males. The smallest age cohort was the Under 5-year old with only 5.8% of the total population with equal number of male and female population. The second smallest age cohort was the 65+ year (11%), with more female population (6%) compared to the males (5%). The 5-19-year-old cohort had a larger proportion of males (11.4%) than females (10.5%). All other age cohorts had a higher proportion of female population. The median age in Branchburg was 42.3 years, with the median age of the female population (43.1 years) being higher than the male population (41.5 years), due to the greater proportion of female population especially in the older age cohorts.

Table 2: Population by Age and Sex in Branchburg Township, 2010

Age Group	Total Persons		Male Population		Female Population	
	Number	Percent	Number	Percent	Number	Percent
Under 5	842	5.8%	416	2.9%	426	2.9%
5 – 19	3,174	22.0%	1,653	11.4%	1,521	10.5%
20 – 34	1,783	12.3%	868	6.0%	915	6.3%
35 – 54	5,156	35.7%	2,473	17.1%	2,683	18.6%
55 – 64	1,907	13.2%	930	6.4%	977	6.8%
65 +	1,597	11.0%	728	5.0%	869	6.0%
Total	14,459	100.0%	7,068	48.9%	7,391	51.1%
Median Age	42.3		41.5		43.1	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-1, Table DP01

Table 3, Population Change by Age, shows the changes in population cohorts between 2000 and 2010 in Branchburg. The most populous age cohort in 2010 continued to be the 35-54 years (35.7%), in spite of a decrease of 5.3% from the 2000 population (41%). The largest increase in population was in the 65+-year age cohort, where the population grew by 242% in the decade from only 3.5% of the total population in 2000 (the smallest age cohort in 2000) to 11% of the total population in 2010. This was followed by the 55-64-year age cohort, where the population grew by 123.6%, increasing from 6.4% in 2000 to 13.2% in 2010. The largest decrease in population was in the Under 5-year old cohort where the population decreased by 33.6%, from 9.6% of total population in 2000 to 5.8% in 2010. The median age of Branchburg increased by 4.8 years in the decade, from 37.5 years in 2000 to 42.3 in 2010, reflected in the significant increases in the 55+-year old population.

Table 3: Population Change by Age in Branchburg Township, 2000 and 2010

Age Group	Total Persons, 2000		Total Persons, 2010		Change, 2000 to 2010	
	Number	Percent	Number	Percent	Number	Percent
Under 5	1,269	9.6%	842	5.8%	-427	-33.6%
5 – 19	2,905	21.9%	3,174	22.0%	269	9.3%
20 – 34	2,346	17.7%	1,783	12.3%	-563	-24.0%
35 – 54	5,446	41.0%	5,156	35.7%	-290	-5.3%
55 – 64	853	6.4%	1,907	13.2%	1,054	123.6%
65 +	467	3.5%	1,597	11.0%	1,130	242.0%
Total	13,286	100.0%	14,459	100.0%	1,173	100.0%
Median Age	37.5		42.3		4.8	

Data Source: U.S. Census Bureau, 2000 and 2010 Census Dataset SF-1, Table DP01

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household.

In 2010, there were 5,271 households in Branchburg, with an average of 2.74 persons per household, which was larger than the average household size in Somerset County (2.71) and the State (2.68). 2-person households were the most common accounting for 31.9% of all households, followed by 4-person households accounting for 20.7% of all households in Branchburg. The average household size in owner-occupied units was higher than in renter-occupied units, also reflected in the trend at the County and the State levels. However, average owner-occupied households in the County (2.80) and the State (2.79) were smaller than in the Township (2.82) whereas average renter-occupied households in the County (2.43) and the State (2.47) were larger than in Branchburg (2.08).

Table 4: Comparison of Persons in Household for Branchburg Township, Somerset County and New Jersey, 2010

Household Size	Branchburg Township		Somerset County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
1-person household	993	18.8%	27,398	23.3%	811,221	25.2%
2-person household	1,681	31.9%	34,853	29.6%	957,682	29.8%
3-person household	996	18.9%	21,291	18.1%	558,029	17.4%
4-person household	1,089	20.7%	20,798	17.7%	506,107	15.7%
5-person household	386	7.3%	8,617	7.3%	231,727	7.2%
6-person household	87	1.7%	3,026	2.6%	87,444	2.7%
7-or-more-person household	39	0.7%	1,776	1.5%	62,150	1.9%
Total number of households	5,271	100.0%	117,759	100.0%	3,214,360	100.0%
Average Household Size: Total	2.74		2.71		2.68	
Average Household Size: Owner-occupied	2.82		2.80		2.79	
Average Household Size: Renter-occupied	2.08		2.43		2.47	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-1, Tables DP01 and H16

In 2010, 76.5% of the households in Branchburg were family households (higher than the County and the State), of which the majority were husband-wife families (also higher than the County and the State). Under a fourth of the households in Branchburg were non-family including persons living alone (18.8% of all households).

The average household size (2.74 person/household) in Branchburg was smaller than the average family size (3.17 persons / family), similar to the trend in the County and the State; however, the average family in Branchburg was smaller than that in the County (3.22) and the State (3.22).

Table 5: Persons by Household Type and Relationship for Branchburg Township, Somerset County and New Jersey, 2010

Household Type	Branchburg Township		Somerset County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Total population	14,459	100.0%	323,444	100.0%	8,791,894	100.0%
In households	14,444	99.9%	319,474	98.8%	8,605,018	97.9%
Total Households	5,271	100.0%	117,759	100.0%	3,214,360	100.0%
Family households:	4,031	76.5%	84,616	71.9%	2,226,606	69.3%
Husband-wife family:	3,565	67.6%	69,211	58.8%	1,643,377	51.1%
With own children under 18 years	1,804	34.2%	35,076	29.8%	748,765	23.3%
No own children under 18 years	1,761	33.4%	34,135	29.0%	894,612	27.8%
Other family:	466	8.8%	15,405	13.1%	583,229	18.1%
Male householder, no wife present:	126	2.4%	4,255	3.6%	154,134	4.8%
With own children under 18 years	54	1.0%	1,720	1.5%	63,015	2.0%
No own children under 18 years	72	1.4%	2,535	2.2%	91,119	2.8%
Female householder, no husband present:	340	6.5%	11,150	9.5%	429,095	13.3%
With own children under 18 years	154	2.9%	5,515	4.7%	213,744	6.6%
No own children under 18 years	186	3.5%	5,635	4.8%	215,351	6.7%
Non-family households:	1,240	23.5%	33,143	28.1%	987,754	30.7%
1-person household:	993	18.8%	27,398	23.3%	811,221	25.2%
Male householder	382	7.2%	10,646	9.0%	334,610	10.4%
Female householder	611	11.6%	16,752	14.2%	476,611	14.8%
Average Household Size	2.74		2.71		2.68	
Average Family Size	3.17		3.22		3.22	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-1, Table DP01

ANALYSIS OF SOCIO-ECONOMIC CHARACTERISTICS

Table 6 compares the educational attainment for Township, County, and State population over 25 years old as indicated in the 5-year American Community Survey 2014-2018. The Township had a much higher percentage of population with at a high school graduate or higher educational attainment (97.3%) compared to the County (94.7%) and the State (89.5%). Only 2.7% of the population had no high school diploma, compared to 5.3% in the County and 10.4% in the State. Overall, a higher percentage of Branchburg population over 25 years old was highly educated – 60.5% of Branchburg population over 25 years old had a Bachelor’s degree or higher, compared to 54.5% at the County and 38.9% at the State.

Table 6: Educational Attainment (of persons 25 years and over) for Branchburg Township, Somerset County and New Jersey, 2018

Education Level	Branchburg Township		Somerset County		New Jersey	
	Number	Percent	Number	Number	Percent	Number
Population 25 years and over	9,798	100.0%	228,710	100.0%	6,129,542	100.0%
Less than 9th grade	54	0.6%	5,647	2.5%	303,217	4.9%
9th to 12th grade, no diploma	207	2.1%	6,511	2.8%	337,896	5.5%
High school graduate (includes equivalency)	1,677	17.1%	45,738	20.0%	1,683,568	27.5%
Some college, no degree	1,302	13.3%	32,288	14.1%	1,019,736	16.6%
Associate's degree	626	6.4%	13,839	6.1%	401,069	6.5%
Bachelor's degree	3,353	34.2%	67,658	29.6%	1,457,910	23.8%
Graduate or professional degree	2,579	26.3%	57,029	24.9%	926,146	15.1%
High school graduate or higher	9,537	97.3%	216,552	94.7%	5,488,429	89.5%
Bachelor's degree or higher	5,932	60.5%	124,687	54.5%	2,384,056	38.9%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S1501

Table 7, Comparison of Income 2018, shows that persons, households and families in Branchburg have, on average, higher incomes than in Somerset County and the State. Branchburg’s median household income was about 120% of that in the County and about 170% of that in the State. The median family income in the Township was about 15% higher than the median household income.

Table 7: Comparison of Incomes for Branchburg Township, Somerset County and New Jersey, 2018

Annual Income	Branchburg Township	Somerset County	New Jersey
Per Capita Income	\$57,688	\$54,393	\$40,895
Median Household Income	\$132,483	\$111,772	\$79,363
Mean Household Income	\$156,477	\$149,988	\$110,140
Median Family Income	\$153,041	\$134,849	\$98,047
Mean Family Income	\$173,001	\$174,922	\$129,025

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

Table 8, Comparison of Household Income 2018, shows that 62.3% of Branchburg's households have an income over \$100,000 compared to 55.3% of households in the County and 40.2% of households in the State. Households with less than a \$50,000 income comprise only 15.0% of the total households in the Township, compared to 20.9% in Somerset County and 32.8% of the households in New Jersey. The most populous income range in the Township was households earning \$200,000 or more (26.4%) followed by those earning between \$100,000 and \$149,999 (18.5%), similar to the trend in the County.

Table 8 : Comparison of Household Income for Branchburg Township, Somerset County and New Jersey, 2018

Household Income Range	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total households	5,281	100.0%	117,012	100.0%	3,213,362	100.0%
Less than \$10,000	56	1.1%	3,189	2.7%	165,332	5.1%
\$10,000 to \$14,999	72	1.4%	2,178	1.9%	106,777	3.3%
\$15,000 to \$24,999	94	1.8%	5,405	4.6%	239,248	7.4%
\$25,000 to \$34,999	281	5.3%	5,179	4.4%	228,906	7.1%
\$35,000 to \$49,999	288	5.5%	8,484	7.3%	313,308	9.8%
\$50,000 to \$74,999	648	12.3%	14,329	12.2%	479,792	14.9%
\$75,000 to \$99,999	553	10.5%	13,561	11.6%	389,646	12.1%
\$100,000 to \$149,999	976	18.5%	22,661	19.4%	563,372	17.5%
\$150,000 to \$199,999	917	17.4%	14,981	12.8%	310,244	9.7%
\$200,000 or more	1,396	26.4%	27,045	23.1%	416,737	13.0%
Median household income	\$132,483		\$111,772		\$79,363	
Mean household income	\$156,477		\$149,988		\$110,140	
<i>Less than \$50,000</i>	<i>791</i>	<i>15.0%</i>	<i>24,435</i>	<i>20.9%</i>	<i>1,053,571</i>	<i>32.8%</i>
<i>\$100,000 or more</i>	<i>3,289</i>	<i>62.3%</i>	<i>64,687</i>	<i>55.3%</i>	<i>1,290,353</i>	<i>40.2%</i>

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

Table 9, Poverty Status, shows that only 3.4% of Branchburg's estimated population were below the poverty level in 2018, compared to 4.7% in the County and 10.4% in the State. As an age cohort, all the identified groups in Branchburg had a lower percentage of persons under poverty level than the County and the State - except for the Under 18 age group which was just higher than the County.

The largest cohort was the Under 18, where 5.0% of the estimated population within the age group lived below the poverty level, which was higher than the County (4.9%) but lower than the State (14.8%). A higher percentage of the estimated female population (4.0%) in Branchburg than the estimated male population (2.7%) were below the poverty level, a trend reflected at both the County and the State.

Among the estimated population over 16-years-old, only 0.8% of those who worked full-time were under the poverty level compared to 5.4% of those who worked less than full-time and 3.7% of those who did not work. These poverty levels were lower than both the County and the State in all identified groups.

Table 9: Poverty Status in the Past 12 Months for Branchburg Township, Somerset County and New Jersey, 2018

Poverty Status	Branchburg Township			Somerset County			New Jersey		
	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level
Population for whom poverty status is determined	14,504	491	3.4%	326,701	15,319	4.7%	8,707,826	904,132	10.4%
AGE GROUP									
Under 18	3,250	164	5.0%	73,676	3,591	4.9%	1,949,764	288,675	14.8%
18 to 64	9,124	293	3.2%	205,647	9,253	4.5%	5,420,398	504,791	9.3%
Over 65	2,130	34	1.6%	47,378	2,475	5.2%	1,337,664	110,666	8.3%
GENDER									
Male	6,964	187	2.7%	159,311	7,341	4.6%	4,233,650	394,539	9.3%
Female	7,540	304	4.0%	167,390	7,978	4.8%	4,474,176	509,593	11.4%
WORK EXPERIENCE									
Population 16 years and over	11,649	327	2.8%	262,252	12,196	4.7%	6,988,507	645,195	9.2%
Worked full-time*	5,474	46	0.8%	128,135	1,479	1.2%	3,129,887	60,708	1.9%
Worked less than full-time*	3,058	166	5.4%	58,119	3,192	5.5%	1,618,823	177,116	10.9%
Did not work	3,117	115	3.7%	75,998	7,525	9.9%	2,239,797	407,371	18.2%

* Worked year-round for the past 12 months

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table S1701

As shown in Table 10, the labor force in Branchburg decreased between 2009 and 2011, increased in 2012, decreased in 2013 and 2014, increased in 2015 and has since been declining from 2015 to 2018. The economic and market trends of the Great Recession are reflected in slightly higher unemployment rates in the period between 2010 and 2013, but the rate has since been steadily declining since 2014.

Table 10: 10-year Trend in Employment and Labor Force for Branchburg Township, 2009-2018

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2009	9,105	8,643	462	5.1
2010	8,029	7,561	468	5.8
2011	8,024	7,571	453	5.6
2012	8,255	7,701	554	6.7
2013	8,157	7,670	487	6.0
2014	7,977	7,611	366	4.6
2015	8,063	7,704	359	4.5
2016	8,031	7,727	304	3.8
2017	7,928	7,651	277	3.5
2018	7,895	7,626	269	3.4

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 11 shows that, although the Township faced a similar trend in unemployment rates as the County and the State, the overall unemployment rate in Branchburg was lower than the County and the State throughout the 10-year period studied.

Table 11: Comparison of 10-year Trend in Unemployment Rates for Branchburg Township, Somerset County and New Jersey, 2009-2018

Year	Branchburg Township	Somerset County	New Jersey
2009	5.1	7.3	9.1
2010	5.8	7.6	9.5
2011	5.6	7.4	9.3
2012	6.7	7.4	9.3
2013	6.0	6.3	8.2
2014	4.6	5.2	6.8
2015	4.5	4.6	5.8
2016	3.8	4.1	5.0
2017	3.5	3.8	4.6
2018	3.4	3.4	4.1

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 12, Class of Worker, indicates that the majority (82.8%) of Branchburg's employed population over 16 years of age were "private wage and salary workers", similar to the trend at the County (84.8%) and the State (81.8%). The percentage of "government workers" in the Township (13.0%) was higher than the County (11.0%) and about the same as the State (13.3%). The percentage of "self-employed in own not incorporated business workers" in the Township (4.2%) was same as the County (4.2%) but lower than the State (4.7%). There were no "unpaid family workers" in the Township.

Table 12: Class of Worker for Branchburg Township, Somerset County and New Jersey, 2018

Class of Worker	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	7,831	100.0%	173,381	100.0%	4,390,602	100.0%
Private wage and salary workers	6,486	82.8%	147,018	84.8%	3,592,273	81.8%
Government workers	1,018	13.0%	19,035	11.0%	585,858	13.3%
Self-employed in own not incorporated business workers	327	4.2%	7,203	4.2%	206,307	4.7%
Unpaid family workers	0	0.0%	125	0.1%	6,164	0.1%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 13, Occupations, identifies the occupations of employed population over 16 years of age in Branchburg, Somerset County and New Jersey during 2014-2018. The two most common occupations in the Township were “management, business, science, and arts occupations” (56.2%) and “sales and office occupations” (26.8%) – similar to the trend in the County and the State but with a higher proportion of residents engaged in these occupations. All other occupations engaged a lower percentage of the employed population compared to the County and the State.

Table 13: Occupations for Branchburg Township, Somerset County and New Jersey, 2018

Occupation	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	7,831	100.0%	173,381	100.0%	4,390,602	100.0%
Management, business, science, and arts occupations	4,403	56.2%	92,974	53.6%	1,860,424	42.4%
Service occupations	775	9.9%	22,002	12.7%	714,830	16.3%
Sales and office occupations	2,101	26.8%	36,873	21.3%	999,943	22.8%
Natural resources, construction, and maintenance occupations	206	2.6%	8,466	4.9%	313,388	7.1%
Production, transportation, and material moving occupations	346	4.4%	13,066	7.5%	502,017	11.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 14, Industries, shows the distribution of employment by industry for employed Branchburg, Somerset and New Jersey residents over 16 years of age in 2014-2018. The two industries that captured the largest segments of the population in Branchburg were “educational services, and health care and social assistance” (22.8%) and “professional, scientific, and management, and administrative and waste management services” (15.5%). The next three most common industries employed approximately equal number of persons – “manufacturing” (10.4%), “finance and insurance, and real estate and rental and leasing” (10.3%), and “retail trade” (10%).

Table 14: Industries for Branchburg Township, Somerset County and New Jersey, 2018

Industry	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	7,831	100.0%	173,381	100.0%	4,390,602	100.0%
Agriculture, forestry, fishing and hunting, and mining	15	0.2%	638	0.37%	14,060	0.32%
Construction	334	4.3%	7,279	4.20%	254,856	5.80%
Manufacturing	815	10.4%	20,723	11.95%	359,849	8.20%
Wholesale trade	398	5.1%	6,941	4.00%	149,359	3.40%
Retail trade	780	10.0%	16,519	9.53%	483,359	11.01%
Transportation and warehousing, and utilities	271	3.5%	7,004	4.04%	264,780	6.03%
Information	384	4.9%	7,540	4.35%	122,369	2.79%
Finance and insurance, and real estate and rental and leasing	805	10.3%	17,626	10.17%	371,275	8.46%
Professional, scientific, administrative and waste management services	1,213	15.5%	28,166	16.25%	585,869	13.34%
Educational services, and health care and social assistance	1,784	22.8%	37,911	21.87%	1,045,599	23.81%
Arts, entertainment, recreation, accommodation and food services	547	7.0%	11,782	6.80%	360,170	8.20%
Other services, except public administration	287	3.7%	6,335	3.65%	194,399	4.43%
Public administration	198	2.5%	4,917	2.84%	184,658	4.21%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Another metric for understanding employment in the Township is the number of employees covered by the unemployment insurance compensation program, referred to as “covered employment” (which is mostly full-time, permanent employees and does not include the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers).

The industry sectors of covered employment for Branchburg Township are shown in Table 15, Government and Private Employment and Wages, 2018. The largest number of covered employees in the private sector in Branchburg worked in “manufacturing” (3,307 average jobs) followed by “construction” (1,370 average jobs). The “professional/technical” sector had the most employers (77 units) followed by “construction” (57 units). The local government was the largest public employer with 1,180 average jobs. Overall, the private sector had approximately 5 times more covered employees than the public sector.

The private sector offered the highest average wages in the Township with the three highest paying industries being “finance/insurance” (\$105,966 annually), “information” (\$105,572 annually) and

“construction” (\$102,378 annually). The “local government education” had the highest average annual wages in the public sector at \$52,652. Overall, the private sector offered higher wages than the public sector.

Table 15: Government and Private Employment and Wages in Branchburg Township, 2018

Industry	Units	Employment					Average Wages	
	Average	March	June	Sept	Dec	Average	Annual	Weekly
FEDERAL GOVERNMENT TOTALS	2	5	5	5	5	5	\$50,750	\$976
STATE GOVERNMENT TOTALS	.	.	.	.	.	.	.	.
LOCAL GOVERNMENT TOTALS	9	1,292	1,101	1,253	1,262	1,180	\$52,557	\$1,011
LOCAL GOVT. EDUCATION	6	1,152	898	1,075	1,125	996	\$52,652	\$1,013
Mining	.	.	.	.	.	.	.	.
Utilities	.	.	.	.	.	.	.	.
Construction	57	1,304	1,350	1,406	1,434	1,370	\$102,378	\$1,969
Manufacturing	38	3,290	3,273	3,305	3,379	3,307	\$97,687	\$1,879
Wholesale Trade	43	690	681	687	723	700	\$85,539	\$1,645
Retail Trade	24	183	189	176	182	183	\$49,010	\$943
Transport/Warehousing	9	302	292	304	323	305	\$71,675	\$1,378
Information	6	128	127	129	132	126	\$105,572	\$2,030
Finance/Insurance	18	125	127	126	110	123	\$105,966	\$2,038
Real Estate	13	81	83	87	85	83	\$65,898	\$1,267
Professional/Technical	77	570	611	638	634	598	\$97,277	\$1,871
Management	.	.	.	.	.	.	.	.
Admin/Waste Remediation	42	1,016	1,275	1,236	1,235	1,210	\$75,540	\$1,453
Education	.	.	.	.	.	.	.	.
Health/Social	47	1,022	1,035	983	975	1,022	\$29,565	\$569
Arts/Entertainment	6	112	160	115	117	127	\$15,190	\$292
Accommodations/Food	37	437	459	440	478	447	\$22,737	\$437
Other Services	42	257	274	263	264	263	\$32,101	\$617
Unclassified	7	4	10	14	15	10	\$33,444	\$643
PRIVATE SECTOR TOTALS	478	10,047	10,481	10,454	10,651	10,417	\$83,287	\$1,602

- = Data do not meet publication standards

Data Source: New Jersey Department of Labor and Workforce Development, Quarterly Census of Employment and Wages (QCEW), Annual Municipal Reports 2018

Table 16, Means of Transportation to Work, shows the majority of workers in Branchburg drove to work alone (86.0%) at a percentage higher than Somerset County (78.3%) and New Jersey (71.4%). Branchburg had a smaller proportion of residents who carpooled (3.6%) compared to 7.9% in the County and 8.0% in the State. A much lower percentage of Branchburg residents used other means of transportation such as public transportation, taxicabs, motorcycles, bicycles or walking to work combined (3.7%) than the County

(7.9%) and the State (16.2%). A higher percentage of Branchburg workers (6.7%) worked from home compared to the County (6.0%) and the State (4.4%).

Table 16: Means of Transportation to Work (of workers 16 years old and over) for Branchburg Township, Somerset County and New Jersey, 2018

Means of Transportation	Branchburg Township	Somerset County	New Jersey
Workers 16 years and over	7,672	170,127	4,303,118
Car, truck, or van	89.6%	86.2%	79.4%
Drove alone	86.0%	78.3%	71.4%
Carpooled	3.6%	7.9%	8.0%
Public transportation (excluding taxicab)	3.0%	5.3%	11.5%
Walked	0.3%	1.9%	2.9%
Bicycle	0.0%	0.2%	0.3%
Taxicab, motorcycle, or other means	0.4%	0.5%	1.5%
Worked at home	6.7%	6.0%	4.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 17, Travel Time to Work, shows that for 17.2% of workers over 16 years in Branchburg, the travel time to work was under 15 minutes; compared to 18.6 % of the workers in the County and 21.2% for workers in the State. For 27.5% of the workers in the Township, the travel time to work was more than 45 minutes, compared to 24.7% of the workers in the County and 25.7% of workers in the State. The average travel time for workers in Township (32.5 minutes) was longer than the County (32.3 minutes) and the State (31.7 minutes).

Table 17: Travel Time to Work (of workers 16 years old and over) for Branchburg Township, Somerset County and New Jersey, 2018

Travel Time to Work	Branchburg Township	Somerset County	New Jersey
Less than 10 minutes	4.2%	7.8%	9.7%
10 to 14 minutes	13.0%	10.8%	11.5%
15 to 19 minutes	16.2%	12.8%	12.5%
20 to 24 minutes	12.8%	15.0%	13.1%
25 to 29 minutes	5.3%	6.4%	6.2%
30 to 34 minutes	10.0%	13.8%	13.3%
35 to 44 minutes	10.9%	8.7%	7.9%
45 to 59 minutes	12.1%	10.0%	9.9%
60 or more minutes	15.4%	14.7%	15.8%
Mean travel time to work (minutes)	32.5	32.3	31.7

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 18, Vehicles Available, shows that the largest group comprising 48.0% of all workers in Branchburg had access to 2 vehicles which is higher than both the County (44.9%) and the State (40.0%), followed by

41.2% of Township workers who had access to 3 or more vehicles, higher than the County (37.2%) and the State (31.3%). Only 0.7% of workers in Branchburg did not have a vehicle available, compared to 2.2% in the County and 6.4% in the State.

Table 18: Vehicles Available (to workers 16 years old and over) for Branchburg Township, Somerset County and New Jersey, 2018

Vehicles Available	Branchburg Township	Somerset County	New Jersey
Workers 16 years and over	7,668	169,852	4,284,686
No vehicle available	0.7%	2.2%	6.4%
1 vehicle available	10.1%	15.6%	22.3%
2 vehicles available	48.0%	44.9%	40.0%
3 or more vehicles available	41.2%	37.2%	31.3%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

ANALYSIS OF EXISTING HOUSING STOCK

According to the 5-year American Community Survey, Branchburg Township had approximately 5,438 housing units during 2014-2018, of which 5,281, or 97.1%, were occupied. Of the occupied housing units, 88.1% were owner-occupied and 11.9% were renter-occupied, indicating a higher rate of ownership in the Township. Branchburg Township had a higher percentage of owner-occupied units (85.6%) than both Somerset County (70.1%) and New Jersey (57%). Residential vacancy in Township was lower than the County and the State for both home-owner and rental housing units. Only 2.9% of all housing units in the Township were vacant.

Table 19: Comparison of Unit Occupancy Status for Branchburg Township, Somerset County and New Jersey, 2018

Unit Occupancy Status	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	5,281	97.1%	117,012	92.7%	3,213,362	89.1%
Owner-occupied	4,653	85.6%	88,500	70.1%	2,054,413	57.0%
<i>Owner-occupied as percent of total occupied units</i>	88.1%		75.6%		63.9%	
Renter-occupied	628	11.5%	28,512	22.6%	1,158,949	32.1%
<i>Renter-occupied as percent of total occupied units</i>	11.9%		24.4%		36.1%	
Vacant housing units	157	2.9%	9,197	7.3%	392,039	10.9%
For rent	23	0.4%	1,690	1.3%	63,742	1.8%
Rented, not occupied	0	0.0%	804	0.6%	11,040	0.3%
For sale only	37	0.7%	1,253	1.0%	35,674	1.0%
Sold, not occupied	0	0.0%	614	0.5%	14,553	0.4%
For seasonal, recreational, or occasional use	9	0.2%	735	0.6%	135,527	3.8%
For migrant workers	0	0.0%	0	0.0%	231	0.0%
All other vacants	88	1.6%	4,101	3.2%	131,272	3.6%
Total Housing Units	5,438	100.0%	126,209	100.0%	3,605,401	100.0%
Home-owner vacancy rate	0.8		1.4		1.7	
Rental vacancy rate	3.5		5.5		5.2	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25004

The housing stock in Branchburg Township consisted predominantly of single-family detached (73.1%, which were mostly owner-occupied) and 2-unit structures (13.1%, which were also mostly owner-occupied), or 86.2% of all occupied units combined. The next most-common housing types were multi-family structures: 10- to 19- unit structures (4.3% of the occupied units), mobile homes (2.8%) and 20- to 49- unit structures (2.5%). There were no boats, RVs, vans, etc. used as housing units in the Township.

Comparison between Branchburg Township, Somerset County and New Jersey in Table 21 shows that both the County (60.4%) and the State (54.6%) had a lower percentage of single-family detached

structures than the Township (73.1%). However, Branchburg had a lower prevalence of units in structures with 3 or more units (10.2%) than both the County (19.3%) and the State (26.5%).

Table 20: Units in Structure by Tenure for Occupied Units for Branchburg Township, 2018

Units in Structure	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	3,861	73.1%	3,781	71.6%	80	1.5%
1, attached	692	13.1%	595	11.3%	97	1.8%
2	45	0.9%	18	0.3%	27	0.5%
3 or 4	60	1.1%	24	0.5%	36	0.7%
5 to 9	100	1.9%	53	1.0%	47	0.9%
10 to 19	226	4.3%	60	1.1%	166	3.1%
20 to 49	132	2.5%	45	0.9%	87	1.6%
50 or more	19	0.4%	0	0.0%	19	0.4%
Mobile home	146	2.8%	77	1.5%	69	1.3%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%
Total Occupied Units	5,281	100.0%	4,653	88.1%	628	11.9%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 21: Comparison of Units in Structure for Occupied Units for Branchburg Township, Somerset County and New Jersey, 2018

Units in Structure	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	3,861	73.1%	70,718	60.4%	1,754,953	54.6%
1, attached	692	13.1%	18,422	15.7%	289,235	9.0%
2	45	0.9%	5,091	4.4%	290,743	9.0%
3 or 4	60	1.1%	4,803	4.1%	199,314	6.2%
5 to 9	100	1.9%	5,084	4.3%	153,429	4.8%
10 to 19	226	4.3%	6,077	5.2%	158,413	4.9%
20 to 49	132	2.5%	3,040	2.6%	125,200	3.9%
50 or more	19	0.4%	3,572	3.1%	214,207	6.7%
Mobile home	146	2.8%	198	0.2%	27,268	0.8%
Boat, RV, van, etc.	0	0.0%	7	0.0%	600	0.0%
Total Occupied Units	5,281	100.0%	117,012	100.0%	3,213,362	100.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 22, Year Structure Built by Tenure for Occupied Housing Units, illustrates the age of Township's housing stock. Branchburg has a relatively younger housing stock, with more than half (55.4%) of the occupied housing units constructed in the 20 years between 1980 and 1999. However, only 2.4% of the total occupied housing stock in Branchburg had been constructed since 2010, which is lower than the County (3.5%) and the State (2.5%) as shown in Table 23: Comparison of Construction for All Occupied Housing Units in Branchburg Township, Somerset County and New Jersey, 2018. Branchburg Township had only 11.8% of occupied housing units built 1959 or earlier, which is lower than the County (25.0%) and the State (40.5%).

Table 22: Year Structure Built by Tenure for Occupied Housing Units, Branchburg Township, 2018

Year Built	Total Occupied Units		Owner-Occupied Units		Renter-Occupied Units	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	73	1.4%	48	0.9%	25	0.5%
Built 2010 to 2013	52	1.0%	52	1.0%	0	0.0%
Built 2000 to 2009	201	3.8%	201	3.8%	0	0.0%
Built 1990 to 1999	1,462	27.7%	1,092	20.7%	370	7.0%
Built 1980 to 1989	1,462	27.7%	1,284	24.3%	178	3.4%
Built 1970 to 1979	878	16.6%	859	16.3%	19	0.4%
Built 1960 to 1969	528	10.0%	511	9.7%	17	0.3%
Built 1950 to 1959	322	6.1%	314	5.9%	8	0.2%
Built 1940 to 1949	113	2.1%	113	2.1%	0	0.0%
Built 1939 or earlier	190	3.6%	179	3.4%	11	0.2%
Total Occupied Units	5,281	100.0%	4,653	88.1%	628	11.9%
<i>Built 1959 or earlier</i>	<i>625</i>	<i>11.8%</i>	<i>606</i>	<i>11.5%</i>	<i>19</i>	<i>0.4%</i>
<i>Built since 2010</i>	<i>125</i>	<i>2.4%</i>	<i>100</i>	<i>1.9%</i>	<i>25</i>	<i>0.5%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25036

Table 23: Comparison of Year of Construction for Occupied Housing Units in Branchburg Township, Somerset County and New Jersey, 2018

Year Built	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	73	1.4%	1,529	1.3%	28,644	0.9%
Built 2010 to 2013	52	1.0%	2,593	2.2%	52,093	1.6%
Built 2000 to 2009	201	3.8%	10,510	9.0%	289,142	9.0%
Built 1990 to 1999	1,462	27.7%	21,529	18.4%	317,184	9.9%
Built 1980 to 1989	1,462	27.7%	22,522	19.2%	378,213	11.8%
Built 1970 to 1979	878	16.6%	13,352	11.4%	407,851	12.7%
Built 1960 to 1969	528	10.0%	15,703	13.4%	439,286	13.7%
Built 1950 to 1959	322	6.1%	12,618	10.8%	487,071	15.2%
Built 1940 to 1949	113	2.1%	5,167	4.4%	234,800	7.3%
Built 1939 or earlier	190	3.6%	11,489	9.8%	579,078	18.0%
Total Occupied Units	5,281	100.0%	117,012	100.0%	3,213,362	100.0%
<i>Built 1959 or earlier</i>	<i>625</i>	<i>11.8%</i>	<i>29,274</i>	<i>25.0%</i>	<i>1,300,949</i>	<i>40.5%</i>
<i>Built since 2010</i>	<i>125</i>	<i>2.4%</i>	<i>4,122</i>	<i>3.5%</i>	<i>80,737</i>	<i>2.5%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25034

The number of bedrooms in the housing stock help describe the variety of housing types within the Township. Table 24, Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Branchburg Township, 2018, shows that 4-bedroom (45.1%) and 3-bedroom (24.3%) units were the most common types, followed by 2-bedroom units (17.5%). The 4-bedroom units were the most common owner-occupied unit type and the 2-bedroom units were the most common renter-occupied type.

Table 24: Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Branchburg Township, 2018

Number of Bedrooms	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	8	0.2%	8	0.2%	0	0.0%
1 bedroom	243	4.6%	24	0.5%	219	4.1%
2 bedrooms	922	17.5%	619	11.7%	303	5.7%
3 bedrooms	1,283	24.3%	1,214	23.0%	69	1.3%
4 bedrooms	2,380	45.1%	2,343	44.4%	37	0.7%
5 or more bedrooms	445	8.4%	445	8.4%	0	0.0%
Total Occupied Units	5,281	100.0%	4,653	88.1%	628	11.9%
2-bedroom or smaller	1,173	22.2%	651	12.3%	522	9.9%
4-bedroon or larger	2,825	53.5%	2,788	52.8%	37	0.7%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

As shown in Table 25, 3-bedroom units are the most common in Somerset County and New Jersey, with a higher proportion of occupied units. The biggest difference, however, is in the proportion of smaller and larger housing units. Branchburg had more than half (53.5%) of the occupied units being 4-bedroom or more, as compared to the County (35.8%) and the State (25.5%). Branchburg had a lower percentage of occupied units with 2-bedrooms or less (22.2%) compared to the County (35.6%) and the State (41.6%).

Table 25: Comparison of Occupied Housing Units by Number of Bedrooms in Branchburg Township, Somerset County and New Jersey, 2018

Number of Bedrooms	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	8	0.2%	1,328	1.1%	76,253	2.4%
1 bedroom	243	4.6%	11,254	9.6%	444,677	13.8%
2 bedrooms	922	17.5%	29,041	24.8%	814,628	25.4%
3 bedrooms	1,283	24.3%	33,465	28.6%	1,059,503	33.0%
4 bedrooms	2,380	45.1%	33,023	28.2%	639,960	19.9%
5 or more bedrooms	445	8.4%	8,901	7.6%	178,341	5.5%
Total Occupied Units	5,281	100.0%	117,012	100.0%	3,213,362	100.0%
2-bedroom or less	1,173	22.2%	41,623	35.6%	1,335,558	41.6%
4-bedroon or more	2,825	53.5%	41,924	35.8%	818,301	25.5%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

The presence of housing units with deficient plumbing and kitchens is an indicator of housing quality and need for potential rehabilitation. Similarly, overcrowded conditions may indicate a need for more affordable and/or larger housing units.

The majority of occupied units used utility gas (88.8%), higher than the County (83.7%) and the State (75.0%). There were no housing units in Township or the County that used coke or coal, wood, solar energy or other fuel as the house heating fuel. However, 0.4% of the units did not use any house heating fuel.

Branchburg had only 0.7% of all occupied units deemed overcrowded because they were occupied by more than one person per room, compared to 1.8% in the County and 3.1% in the State. Branchburg also had a lower percentage of occupied units (0.9%) lacking at least one facility, out of complete kitchen, complete plumbing and telephone service, compared to the County (2.1%) and the State (2.7%).

Table 26: Comparison of Housing Quality Indicators for Occupied Housing Units in Branchburg Township, Somerset County and New Jersey, 2018

House Heating Fuel	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Utility gas	4,688	88.8%	97,893	83.7%	2,411,472	75.0%
Bottled, tank, or LP gas	50	0.9%	1,391	1.2%	63,138	2.0%
Electricity	235	4.4%	10,563	9.0%	408,397	12.7%
Fuel oil, kerosene, etc.	288	5.5%	6,269	5.4%	284,056	8.8%
Coal or coke	0	0.0%	0	0.0%	1,322	0.0%
Wood	0	0.0%	159	0.1%	13,422	0.4%
Solar energy	0	0.0%	98	0.1%	3,100	0.1%
Other fuel	0	0.0%	276	0.2%	13,453	0.4%
No fuel used	20	0.4%	363	0.3%	15,002	0.5%
Total Occupied Units	5,281	100.0%	117,012	100.0%	3,213,362	100.0%
Occupants per Room	Estimate	Percent	Estimate	Percent	Estimate	Percent
1.00 or less	5,248	99.4%	299	0.3%	3,112,367	96.9%
1.01 to 1.50	25	0.5%	755	0.6%	67,606	2.1%
.51 or more	8	0.2%	1,460	1.2%	33,389	1.0%
Overcrowded Occupied Units	33	0.7%	2,215	1.8%	100,995	3.1%
Facilities	Estimate	Percent	Estimate	Percent	Estimate	Percent
Lacking complete plumbing facilities	0	0.0%	299	0.3%	8,925	0.3%
Lacking complete kitchen facilities	6	0.1%	755	0.6%	24,392	0.8%
No telephone service available	44	0.8%	1,460	1.2%	55,006	1.7%
Occupied Units Lacking at least One Facility	50	0.9%	2,514	2.1%	88,323	2.7%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

ANALYSIS OF HOUSING AFFORDABILITY

Housing affordability is dependent on several factors including the availability of adequate and appropriate housing units in addition to cost, convenience and stability of the neighborhood. Some of the data from the 2014-2018 5-year ACS may be used to interpret these factors. For example, the adequacy and appropriateness may be estimated by comparing household and family size with available housing types, unit sizes, and the potential for overcrowding, as well as the comparing the types/sizes of units that are occupied vs. vacant indicating the demand for each type/size of unit.

In Branchburg, 97.1% of all available housing units were occupied with only 2.9% vacant. As shown in Table 27, the most common type of occupied housing was in 2-unit structures (100% occupied), 3-or-4-unit structures (100% occupied), 10-to-19-unit structures (100% occupied), 20-or-more-unit structures (100% occupied) and mobile homes (100% occupied). The most common types of vacant housing were those in 5-to-9-unit structures, single-family attached units and single-family detached units.

Table 27: Units in Structure by Tenure for All Housing Units for Branchburg Township, 2018

Units in Structure	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
1, detached	3,962	72.9%	101	2.5%	1.9%	3,861	97.5%	71.0%
1, attached	725	13.3%	33	4.6%	0.6%	692	95.4%	12.7%
2	45	0.8%	0	0.0%	0.0%	45	100.0%	0.8%
3 or 4	60	1.1%	0	0.0%	0.0%	60	100.0%	1.1%
5 to 9	123	2.3%	23	18.7%	0.4%	100	81.3%	1.8%
10 to 19	226	4.2%	0	0.0%	0.0%	226	100.0%	4.2%
20 or more	151	2.8%	0	0.0%	0.0%	151	100.0%	2.8%
Mobile home	146	2.7%	0	0.0%	0.0%	146	100.0%	2.7%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Total Housing Units	5,438	100.0%	157		2.9%	5,281		97.1%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25032

As shown in Table 28 below, the most common size of vacant units in Branchburg were units with no bedrooms (74.2.1%) and 3-bdroom units (5.3%), both with vacancy above the average of 2.9% total vacancy. In the context of the total housing units available, 44.4% of units are 4-bedroom and 24.9% are 3-bedroom units. The most common occupied units were those with 5 or more bedrooms (100% occupied) and 1 bedroom (100% occupied), which may be partly due to the relative lack of these units (only about 8% of all housing units have 5 or more bedrooms and only 4.5% of all units have 1 bedroom). Other unit sizes with high occupancy include 4-bedroom units (98.5% occupied) and 2-bedroom units (97.4% occupied), both with occupancy above the total average occupancy of 97.1%.

Table 28: Number of Bedrooms per Unit for All Housing Units for Branchburg Township, 2018

Number of Bedrooms	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
No bedroom	31	0.6%	23	74.2%	0.4%	8	25.8%	0.1%
1 bedroom	243	4.5%	0	0.0%	0.0%	243	100.0%	4.5%
2 bedrooms	947	17.4%	25	2.6%	0.5%	922	97.4%	17.0%
3 bedrooms	1355	24.9%	72	5.3%	1.3%	1,283	94.7%	23.6%
4 bedrooms	2417	44.4%	37	1.5%	0.7%	2,380	98.5%	43.8%
5 or more bedrooms	445	8.2%	0	0.0%	0.0%	445	100.0%	8.2%
Total Housing Units	5,438	100.0%	157		2.9%	5,281		97.1%
<i>2-bedroom or smaller</i>	<i>1,221</i>	<i>22.5%</i>	<i>48</i>	<i>76.8%</i>	<i>0.9%</i>	<i>1,173</i>	<i>223.2%</i>	<i>21.6%</i>
<i>4-bedroon or larger</i>	<i>2,862</i>	<i>52.6%</i>	<i>37</i>	<i>1.3%</i>	<i>0.7%</i>	<i>2,825</i>	<i>98.7%</i>	<i>51.9%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25042

As shown in Table 29, none of the units built 2010 or later were vacant, compared to only 8.2% of units built 1959 or earlier. There was 100% occupancy in units built in the years between 1940 and 1949, 1970 and 1979, and those built since 2000. This could be due to the type of housing produced during those decades, their physical condition or the location, and/or the applicable tenure (owned or rental).

Table 29: Year Structure Built for All Housing Units, Branchburg Township, 2018

Year Built	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
Built 2014 or later	73	1.3%	0	0.0%	0.0%	73	100.0%	1.3%
Built 2010 to 2013	52	1.0%	0	0.0%	0.0%	52	100.0%	1.0%
Built 2000 to 2009	201	3.7%	0	0.0%	0.0%	201	100.0%	3.7%
Built 1990 to 1999	1,541	28.3%	79	5.1%	1.5%	1,462	94.9%	26.9%
Built 1980 to 1989	1,476	27.1%	14	0.9%	0.3%	1,462	99.1%	26.9%
Built 1970 to 1979	878	16.1%	0	0.0%	0.0%	878	100.0%	16.1%
Built 1960 to 1969	536	9.9%	8	1.5%	0.1%	528	98.5%	9.7%
Built 1950 to 1959	353	6.5%	31	8.8%	0.6%	322	91.2%	5.9%
Built 1940 to 1949	113	2.1%	0	0.0%	0.0%	113	100.0%	2.1%
Built 1939 or earlier	215	4.0%	25	11.6%	0.5%	190	88.4%	3.5%
Total Housing Units	5,438	100.0%	157		2.9%	5,281		97.1%
<i>Built 1959 or earlier</i>	<i>681</i>	<i>12.5%</i>	<i>56</i>	<i>8.2%</i>	<i>1.0%</i>	<i>625</i>	<i>91.8%</i>	<i>11.5%</i>
<i>Built since 2010</i>	<i>125</i>	<i>2.3%</i>	<i>0</i>	<i>0.0%</i>	<i>0.0%</i>	<i>125</i>	<i>100.0%</i>	<i>2.3%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04 and B25036

Longevity of tenure reflected in higher number of households that have moved in older time frames may indicate the presence of long-term residents in stable residential neighborhoods and/or the lack of socio-economic mobility. The largest group of households in Branchburg last moved in 2000 to 2014 (31.9%) followed by those in 1990 to 1999 (22.5%). A majority, more than 70%, of the households in Branchburg

moved prior to 2000 indicating longer-term residents and possibly stable residential areas, with 17.3% of the households having lived in their present units since 1990 and before.

Table 30: Comparison of Year Householder Moved into the Housing Unit for Branchburg Township, Somerset County and New Jersey, 2018

Year Householder Moved into the Unit	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Moved in 2017 or later	123	2.3%	4,032	3.4%	117,923	3.7%
Moved in 2015 to 2016	355	6.7%	11,552	9.9%	320,767	10.0%
Moved in 2010 to 2014	1,018	19.3%	28,290	24.2%	834,074	26.0%
Moved in 2000 to 2009	1,684	31.9%	35,365	30.2%	926,895	28.8%
Moved in 1990 to 1999	1,186	22.5%	21,211	18.1%	491,426	15.3%
Moved in 1989 and earlier	915	17.3%	16,562	14.2%	522,277	16.3%
Occupied housing units	5,281	100.0%	117,012	100.0%	3,213,362	100.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

Table 31, Value for All Owner-Occupied Housing Units shows that the median value of owner-occupied housing for the period 2014-2018 in Branchburg Township was much higher than the County and the State. 89.7% of all owner-occupied housing was valued at more than \$300,000 as compared to 72.4% in the County and 55.8% in the State. 44.2% of Township's housing units were valued at or more than \$500,000, compared to 39% of units in Somerset County and 22.4% of units in the State.

Table 31: Comparison of Value for All Owner-Occupied Housing Units for Branchburg Township, Somerset County and New Jersey, 2018

Value Range of Units	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Less than \$50,000	28	0.6%	925	1.0%	54,687	2.7%
\$50,000-\$99,999	56	1.2%	795	0.9%	61,200	3.0%
\$100,000-\$149,999	10	0.2%	1,577	1.8%	118,727	5.8%
\$150,000-\$199,999	16	0.3%	2,825	3.2%	202,556	9.9%
\$200,000 to \$299,999	369	7.9%	18,319	20.7%	471,085	22.9%
\$300,000 to \$499,999	2,118	45.5%	29,553	33.4%	684,977	33.3%
\$500,000 +	2,056	44.2%	34,506	39.0%	461,181	22.4%
Total	4,653	100.0%	88,500	100.0%	2,054,413	100.0%
Median value	\$474,800		\$420,500		\$327,900	
Value more than \$300,00	4,174	89.7%	64,059	72.4%	1,146,158	55.8%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables B25075 and B25077

The average sales price of housing units in 2019 for Branchburg Township was lower than the median value of owner-occupied units, but higher for the County. The average sales price in Township in 2019 was \$443,455 (within the most common \$300,00-\$499,000 value range of 45.5% of all owner-occupied), and was based on the sale of 66 units. In the most recent past, the highest average prices were recorded in 2016-2017 period and lowest average prices in 2012-2015. Highest number of sales in the recent years

was recorded in 2015 period for Branchburg Township with 155 sales (compared to 66 sales in 2019), similar to the trend in the number of sales (3,038 in 2015 compared to 1,847 in 2019) at the County-level.

Table 32: Comparison of Average Residential Sales Price for Branchburg Township and Somerset County, 1994-2019

Year	Branchburg Township		Somerset County	
	Number of Sales	Average Sale Price	Number of Sales	Average Sale Price
1994	92	\$209,414	2,797	\$197,609
1995	76	\$196,786	2,904	\$192,151
1996	84	\$213,258	2,145	\$206,555
1997	80	\$197,700	2,803	\$187,774
1998	0	N/A	2,407	\$200,029
1999	56	\$226,138	3,273	\$203,838
2000	73	\$255,053	2,600	\$226,233
2001	102	\$286,593	2,633	\$246,039
2002	78	\$324,904	3,142	\$284,236
2003	80	\$327,053	3,064	\$310,782
2004	239	\$370,231	4,971	\$385,831
2005	71	\$426,834	3,068	\$383,543
2006	71	\$477,977	2,982	\$448,057
2007	84	\$431,853	3,215	\$413,249
2008	37	\$377,523	2,354	\$417,754
2009	34	\$417,276	1,284	\$426,303
2010	43	\$423,101	1,684	\$422,770
2011	39	\$424,491	1,371	\$433,184
2012	46	\$403,083	1,303	\$444,396
2013	37	\$410,362	1,657	\$428,116
2014	54	\$399,516	1,643	\$443,714
2015	155	\$415,218	3,038	\$458,529
2016	74	\$462,044	1,655	\$455,314
2017	52	\$469,479	1,802	\$439,519
2018	58	\$443,534	1,859	\$460,296
2019	66	\$443,455	1,847	\$459,742

Data Source: NJ Division of Taxation

Housing is generally considered to be affordable if the amount of rent, mortgage, and other essential costs consume 28% or less of the income of a homeowner, or 30% or less of the income of a renter. Low-income households are defined as those with incomes no greater than 50% of the median household income, adjusted for household size, of the housing region in which the municipality is located, and moderate-income households are those with incomes no greater than 80% and no less than 50% of the median household income, adjusted for household size, of the housing region. For Branchburg Township, the housing region is defined by COAH as Region 3 and is comprised of Hunterdon, Middlesex and Somerset Counties.

Table 33, Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months, shows the extent that all Branchburg households (both owner- and renter-occupied) spend more than 30% of their income on housing. Of the Township's 5,281 occupied housing units, 23.7% or 1,251 units are either owned or rented by occupants that spend more than 30% of their household income on housing costs. 23.8% of homeowners and 22.6% of renters spend more than 30% of their household income on housing. About half of all households (52% of all homeowners and 32.8% of all renters) spent less than 20% of their income on housing.

Table 33: Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months for Branchburg Township, 2018

Household Income Range	Number of Households	Percentage of Household Income		
		<20%	20-29%	30%+
Owner-Occupied Units	4,653	2,418	1,107	1,109
% of Total Occupied Units	88.1%	45.8%	21.0%	21.0%
% of Owner-Occupied Units	100.0%	52.0%	23.8%	23.8%
Less than \$20,000:	80	0	0	80
\$20,000 to \$34,999:	265	11	0	254
\$35,000 to \$49,999:	193	0	98	95
\$50,000 to \$74,999:	536	133	152	251
\$75,000 or more:	3,560	2,274	857	429
Zero or negative income	19			
Renter-occupied units	628	206	274	142
% of Total Occupied Units	11.9%	3.9%	5.2%	2.7%
% of Renter-Occupied Units	100.0%	32.8%	43.6%	22.6%
Less than \$20,000:	98	6	0	92
\$20,000 to \$34,999:	41	0	22	19
\$35,000 to \$49,999:	95	0	88	7
\$50,000 to \$74,999:	106	0	90	16
\$75,000 or more:	282	200	74	8
Zero or negative income	0			
No cash rent	6			
Total Occupied Units	5,281	2,624	1,381	1,251
% of Total Occupied Units	100.0%	49.7%	26.2%	23.7%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25106

Branchburg Township had a higher percentage of owner-occupied housing with a mortgage (69.2%) than both the County (68.7%) and the State (67.5%), and a lower percentage of households without a mortgage (30.8%) than the County (31.3%) and the State (32.5%).

For households in units with a mortgage, a lower percentage of homeowners in Branchburg spent 30% or more on owner costs (27.3%) compared to the County (31.6%) or the State (36.8%). A lower percentage of households in units without a mortgage (16.5%) also had costs more than 30% of household income compared to the County (21.5%) and the State (25.8%).

Table 34: Comparison of Selected Monthly Owner Costs as a Percentage of Household Income for Branchburg Township, Somerset County and New Jersey, 2018

Percent Monthly Owner Costs	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total owned housing units	4,634	100.0%	88,161	100.0%	2,042,150	100.0%
Housing units with a mortgage	3,207	69.2%	60,542	68.7%	1,378,230	67.5%
Housing unit without a mortgage	1,427	30.8%	27,619	31.3%	663,920	32.5%
Housing units with a mortgage **	3,207	100.0%	60,542	100.0%	1,378,230	100.0%
Less than 20.0 percent	1,480	46.1%	23,643	39.1%	471,840	34.2%
20.0 to 24.9 percent	588	18.3%	10,448	17.3%	228,188	16.6%
25.0 to 29.9 percent	265	8.3%	7,340	12.1%	170,651	12.4%
30.0 to 34.9 percent	189	5.9%	4,943	8.2%	119,695	8.7%
35.0 percent or more	685	21.4%	14,168	23.4%	387,856	28.1%
Not computed	0		131		5,762	
Housing unit without a mortgage **	1,427	100.0%	27,619	100.0%	663,920	100.0%
Less than 10.0 percent	425	29.8%	8,773	31.8%	167,667	25.3%
10.0 to 14.9 percent	346	24.2%	6,073	22.0%	131,151	19.8%
15.0 to 19.9 percent	167	11.7%	3,150	11.4%	89,209	13.4%
20.0 to 24.9 percent	155	10.9%	2,324	8.4%	61,267	9.2%
25.0 to 29.9 percent	99	6.9%	1,362	4.9%	43,702	6.6%
30.0 to 34.9 percent	41	2.9%	1,232	4.5%	32,322	4.9%
35.0 percent or more	194	13.6%	4,705	17.0%	138,602	20.9%
Not computed	19		208		6,501	

**Excluding units where SMOCAPI cannot be computed

Data Source: U.S. Census Bureau, 2014*2018 5-Year American Community Survey Table DP04

For the period 2014-2018, the median gross rent in Branchburg was \$1,370, compared to the Somerset County median gross rent of \$1,522 and the State median of \$1,295.

Gross rent is defined by the American Community Survey as the contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid for by the renter (or paid for the renter by someone else). Branchburg had only 6 units, or 1% of the renter-occupied housing stock with monthly rents under \$500, and 122 units, or 19.6%, with rents between \$500 and \$999. There were no units with rents \$3,000 or more in Branchburg, compared to 3.2% renter units in the County and 2.6% in the State.

The largest group of renter-occupied units in Branchburg (39.5%) paid between \$1,000 and \$1,499 per month in gross rent, reflected in the percent renter-occupied units paying rents in the same gross rent category both in the County (36.1%) and the State (39.7%).

Table 35: Comparison of Gross Rent for Renter-Occupied Housing Units for Branchburg Township, Somerset County and New Jersey, 2018

Gross Rent	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	622	100.0%	27,401	100.0%	1,121,152	100.0%
Less than \$500	6	1.0%	908	3.3%	88,733	7.9%
\$500 to \$999	122	19.6%	2,035	7.4%	200,807	17.9%
\$1,000 to \$1,499	246	39.5%	9,898	36.1%	445,226	39.7%
\$1,500 to \$1,999	208	33.4%	8,314	30.3%	231,700	20.7%
\$2,000 to \$2,499	21	3.4%	4,019	14.7%	88,979	7.9%
\$2,500 to \$2,999	19	3.1%	1,363	5.0%	36,268	3.2%
\$3,000 or more	0	0.0%	864	3.2%	29,439	2.6%
No rent paid	6		1,111		37,797	
Median Gross Rent	\$1,370		\$1,552		\$1,295	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

As shown in Table 36, 22.8% of households in Branchburg were paying rent more than 30% of the household income towards monthly rent, with none of the renter households paying between 30 and 35% and 22.8% of renter households paying more than 35% of their household income in rent.

As shown in Table 37, this is in comparison to 46.2% renter households in Somerset County and 52.3% of renter households in New Jersey that were spending 30% or more of their household income on housing.

Table 36: Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months for Branchburg Township, 2018

Household Income Range	Total Households	Percentage of Household Income						
		0 – 19.99%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed	30% +
< \$10,000	17	6	0	0	0	11	0	11
\$10,000 – 19,999	81	0	0	0	0	81	0	81
\$20,000 – 34,999	41	0	0	22	0	19	0	19
\$35,000 -- 49,999	95	0	0	88	0	7	0	7
\$50,000-- 74,999	112	0	59	31	0	16	6	16
\$75,000 -- 99,999	70	0	38	24	0	8	0	8
\$100,000 or more	212	200	12	0	0	0	0	0
Total	628	206	109	165	0	142	6	142
Percent Total	100.0%	32.8%	17.4%	26.3%	0.0%	22.6%	1.0%	22.6%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25074

Table 37: Comparison of Gross Rent as a Percentage of Household Income for Branchburg Township, Somerset County and New Jersey, 2018

Percent Gross Rent	Branchburg Township		Somerset County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent *	622	100.0%	27,083	100.0%	1,097,204	100.0%
Less than 15.0 percent	90	14.5%	3,491	12.9%	130,483	11.9%
15.0 to 19.9 percent	116	18.6%	3,717	13.7%	132,227	12.1%
20.0 to 24.9 percent	109	17.5%	3,599	13.3%	135,268	12.3%
25.0 to 29.9 percent	165	26.5%	3,752	13.9%	125,564	11.4%
30.0 to 34.9 percent	0	0.0%	2,353	8.7%	100,323	9.1%
35.0 percent or more	142	22.8%	10,171	37.6%	473,339	43.1%
Not computed	6		1,429		61,745	

* Excluding units where GRAP cannot be computed

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

ANALYSIS OF CONSTRUCTION ACTIVITY AND TRENDS

Branchburg Township issued a highest percentage of building permits in 2007 and 2017 for new housing units in multifamily structures compared to other years in the 15-year period studied. New housing units permitted in 1- and 2-family structures have remained relatively stable accounting for all or nearly all the permits issued except in 2007, 2009 and 2017. There have been no permits for new housing units in mixed use structures in Branchburg. Compared to Township, the County has a higher number of permits issued for new units in multifamily structures, while maintaining a relatively stable balance between new units in 1- and 2-family structures and multifamily structures. The 15-year average shows that Branchburg permitted about 11 or 12 units in 1- and 2-family structures, about 3 units in multi-family structures and 1 unit in mixed-use structures annually, for a total of 15 new housing units permitted each year.

Comparison between the Township and the County shows that in the cumulative 15-year study period, new 1- and 2-family units accounted for 75.7% of permits in Branchburg and 55.1% in Somerset County, new multifamily units accounted for 23.9% of the permits in the Township and 44.4% in the County.

Table 38: Comparison of Housing Units Authorized by Building Permits for New Construction for Branchburg Township and Somerset County, 2004-2018 and 15-year and 10-year total and averages

Year	Branchburg Township							Somerset County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	9	9	100.0%	0	0.0%	0	0.0%	2,609	1,943	74.5%	570	21.8%	96	3.7%
2005	13	13	100.0%	0	0.0%	0	0.0%	2,958	1,906	64.4%	1,044	35.3%	8	0.3%
2006	13	13	100.0%	0	0.0%	0	0.0%	2,363	1,221	51.7%	1,137	48.1%	5	0.2%
2007	30	5	16.7%	25	83.3%	0	0.0%	1,605	891	55.5%	706	44.0%	8	0.5%
2008	6	6	100.0%	0	0.0%	0	0.0%	640	622	97.2%	14	2.2%	4	0.6%
2009	4	3	75.0%	0	0.0%	1	25.0%	936	643	68.7%	291	31.1%	2	0.2%
2010	4	4	100.0%	0	0.0%	0	0.0%	1,639	778	47.5%	668	40.8%	193	11.8%
2011	3	3	100.0%	0	0.0%	0	0.0%	943	686	72.7%	211	22.4%	46	4.9%
2012	4	4	100.0%	0	0.0%	0	0.0%	1,080	677	62.7%	403	37.3%	0	0.0%
2013	3	3	100.0%	0	0.0%	0	0.0%	1,541	775	50.3%	759	49.3%	7	0.5%
2014	8	8	100.0%	0	0.0%	0	0.0%	1,803	669	37.1%	1,131	62.7%	3	0.2%
2015	14	14	100.0%	0	0.0%	0	0.0%	1,587	1,018	64.1%	568	35.8%	1	0.1%
2016	17	17	100.0%	0	0.0%	0	0.0%	1,956	917	46.9%	1,037	53.0%	2	0.1%
2017	47	21	44.7%	26	55.3%	0	0.0%	2,291	703	30.7%	1,579	68.9%	9	0.4%
2018	43	42	97.7%	1	2.3%	0	0.0%	2,294	780	34.0%	1,507	65.7%	7	0.3%
15-YR TOTAL	218	165	75.7%	52	23.9%	1	0.5%	12,224	6,735	55.1%	5,424	44.4%	65	0.5%
15-YR AVG.	15	11	88.1%	3	10.3%	0	1.6%	815	449	59.3%	362	40.3%	4	0.4%
10-YR TOTAL	147	119	81.0%	27	18.4%	1	0.7%	7,574	3,764	49.7%	3,750	49.5%	60	0.8%
10-YR AVG.	15	12	91.7%	3	5.8%	0	2.5%	757	376	56.3%	375	43.1%	6	0.6%

Data Source: New Jersey Department of Community Affairs

Branchburg Township issued 14 certificates of occupancy (COs) in 2018, all for units in 1- and 2-family structures. In 2004 to 2009 and since 2011, Branchburg has issued all its COs to units in 1- and 2-family structures. 2010 was the only year in the 15-year study period that 88.9% of the COs to units in multifamily structures. In comparison, the County issued about two-thirds of its COs for units in 1- and 2-family structures and about one-third of the COs for units in multifamily structures. Housing units in mixed use structures were issued a small percentage of the total COs in the Township and the County. The 15-year average shows that Branchburg issued COs for about 9 units in 1- and 2-family structures and about 2 units in multi-family structures annually, for a total of 10 housing units certified for occupancy each year.

Table 39: Comparison of Housing Units Certified for Occupancy for Branchburg Township and Somerset County, 2004-2018 and 15-year and 10-year total and averages

Year	Branchburg Township								Somerset County							
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use		Units	Percent
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent		
2004	11	11	100.0%	0	0.0%	0	0.0%	984	867	88.1%	114	11.6%	3	0.3%		
2005	7	7	100.0%	0	0.0%	0	0.0%	1443	836	57.9%	605	41.9%	2	0.1%		
2006	16	16	100.0%	0	0.0%	0	0.0%	889	507	57.0%	380	42.7%	2	0.2%		
2007	9	9	100.0%	0	0.0%	0	0.0%	777	624	80.3%	151	19.4%	2	0.3%		
2008	5	5	100.0%	0	0.0%	0	0.0%	424	367	86.6%	56	13.2%	1	0.2%		
2009	8	8	100.0%	0	0.0%	0	0.0%	419	300	71.6%	118	28.2%	1	0.2%		
2010	27	2	7.4%	24	88.9%	1	3.7%	468	382	81.6%	85	18.2%	1	0.2%		
2011	3	3	100.0%	0	0.0%	0	0.0%	352	311	88.4%	40	11.4%	1	0.3%		
2012	2	2	100.0%	0	0.0%	0	0.0%	537	271	50.5%	265	49.3%	1	0.2%		
2013	4	4	100.0%	0	0.0%	0	0.0%	830	294	35.4%	535	64.5%	1	0.1%		
2014	2	2	100.0%	0	0.0%	0	0.0%	822	555	67.5%	267	32.5%	0	0.0%		
2015	17	17	100.0%	0	0.0%	0	0.0%	488	406	83.2%	81	16.6%	1	0.2%		
2016	14	14	100.0%	0	0.0%	0	0.0%	412	323	78.4%	89	21.6%	0	0.0%		
2017	16	16	100.0%	0	0.0%	0	0.0%	486	264	54.3%	221	45.5%	1	0.2%		
2018	14	14	100.0%	0	0.0%	0	0.0%	603	300	49.8%	303	50.2%	0	0.0%		
15-YR TOTAL	155	130	83.9%	24	15.5%	1	0.6%	9,934	6,607	66.5%	3,310	33.3%	17	0.2%		
15-YR AVG.	10	9	93.2%	2	6.5%	0	0.3%	662	440	68.6%	221	31.3%	1	0.2%		
10-YR TOTAL	107	82	76.6%	24	22.4%	1	0.9%	5,417	3,406	62.9%	2,004	37.0%	7	0.1%		
10-YR AVG.	11	8	90.7%	2	8.9%	0	0.4%	542	341	66.1%	200	33.8%	1	0.1%		

Data Source: New Jersey Department of Community Affairs

All of the housing units demolished in Branchburg have been in 1- and 2-family structures. This trend is reflected in the higher percentage of demolitions in 1- and 2-family structures in Somerset County. The County also has a much higher demolition rate in multifamily and mixed use structures, which are absent in Branchburg. There were four years (2011, 2015, 2017, 2018) in the 15-year study period when there were no demolition permits issued in Branchburg. The 15-year average shows that Branchburg

demolished a total of about 3 units in 1- and 2-family each year, and an average of 2 units per year for the past 10 years from 2009 to 2018.

Table 40: Comparison of Housing Units Demolished in Branchburg Township and Somerset County, 2004-2018 and 15-year and 10-year total and averages

Year	Branchburg Township							Somerset County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	3	3	100.0%	0	0.0%	0	0.0%	100	74	74.0%	0	0.0%	26	26.0%
2005	6	6	100.0%	0	0.0%	0	0.0%	104	91	87.5%	0	0.0%	13	12.5%
2006	6	6	100.0%	0	0.0%	0	0.0%	108	97	89.8%	3	2.8%	8	7.4%
2007	2	2	100.0%	0	0.0%	0	0.0%	133	117	88.0%	0	0.0%	16	12.0%
2008	2	2	100.0%	0	0.0%	0	0.0%	73	61	83.6%	1	1.4%	11	15.1%
2009	6	6	100.0%	0	0.0%	0	0.0%	68	64	94.1%	1	1.5%	3	4.4%
2010	4	4	100.0%	0	0.0%	0	0.0%	94	60	63.8%	27	28.7%	7	7.4%
2011	0	0	-	0	-	0	-	103	60	58.3%	40	38.8%	3	2.9%
2012	2	2	100.0%	0	0.0%	0	0.0%	55	55	100.0%	0	0.0%	0	0.0%
2013	4	4	100.0%	0	0.0%	0	0.0%	65	63	96.9%	0	0.0%	2	3.1%
2014	2	2	100.0%	0	0.0%	0	0.0%	62	62	100.0%	0	0.0%	0	0.0%
2015	0	0	-	0	-	0	-	63	62	98.4%	1	1.6%	0	0.0%
2016	3	3	100.0%	0	0.0%	0	0.0%	90	90	100.0%	0	0.0%	0	0.0%
2017	0	0	-	0	-	0	-	70	65	92.9%	4	5.7%	1	1.4%
2018	0	0	-	0	-	0	-	88	86	97.7%	0	0.0%	2	2.3%
15-YR TOTAL	40	40	100.0%	0	0.0%	0	0.0%	1,276	1,107	86.8%	77	6.0%	92	7.2%
15-YR AVG.	3	3	-	0	-	0	-	85	74	88.2%	5	5.4%	6	6.4%
10-YR TOTAL	21	21	100.0%	0	0.0%	0	0.0%	758	667	88.0%	73	9.6%	18	2.4%
10-YR AVG.	2	2	-	0	-	0	-	76	67	90.2%	7	7.6%	2	2.2%

Data Source: New Jersey Department of Community Affairs

Branchburg Township issued permits for just over 126 thousand square feet of total nonresidential space annually as shown by the 15-year average, of which about one-third was office space and two-third was other. There was very minimal retail development within the Township in the past 15 years, and none in the past 10 years. In comparison, Somerset County had a 15-year average of 1.6 million sft per year, of which about 74% was other non-residential, 18% was office space and 8% was retail space.

As defined by the NJ Department of Community Affairs, “other” non-residential development includes A-1, A-2, A-3, A-4, A-5, multifamily / dormitories, hotel / motel, education, industrial, hazardous, institutional, storage, and signs, fences, utility & misc. For the purpose of this analysis, “signs, fences, utility & misc.” were not used since they do not represent the total development within the Township.

Table 41: Comparison of Non-Residential Construction Permitted (in square feet) in Branchburg Township and Somerset County, 2000-2018 and 15-year total and averages

YEAR	Branchburg Township						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2004	365,045	218,551	59.9%	0	0.0%	146,494	40.1%
2005	195,490	57,265	29.3%	0	0.0%	138,225	70.7%
2006	236,563	3,972	1.7%	40,852	17.3%	191,739	81.1%
2007	205,789	5,955	2.9%	0	0.0%	199,834	97.1%
2008	17,711	17,711	100.0%	0	0.0%	0	0.0%
2009	82,226	0	0.0%	0	0.0%	82,226	100.0%
2010	11,821	375	3.2%	0	0.0%	11,446	96.8%
2011	167,691	1	0.0%	0	0.0%	167,690	100.0%
2012	219,328	137,687	62.8%	0	0.0%	81,641	37.2%
2013	6	1	16.7%	0	0.0%	5	83.3%
2014	39,854	0	0.0%	0	0.0%	39,854	100.0%
2015	100,075	99,896	99.8%	0	0.0%	179	0.2%
2016	43,847	40,155	91.6%	0	0.0%	3,692	8.4%
2017	145,134	2	0.0%	0	0.0%	145,132	100.0%
2018	65,042	6,296	9.7%	0	0.0%	58,746	90.3%
15-YEAR TOTAL	1,895,622	587,867	31.0%	40,852	2.2%	1,266,903	66.8%
15-YEAR AVG.	126,375	39,191	31.8%	2,723	1.2%	84,460	67.0%
10-YEAR TOTAL	875,024	284,413	32.5%	0	0.0%	590,611	67.5%
10-YEAR AVG.	87,502	28,441	28.4%	0	0.0%	59,061	71.6%

YEAR	Somerset County						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2004	2,776,641	647,652	23.3%	99,695	3.6%	2,029,294	73.1%
2005	2,230,633	303,063	13.6%	116,544	5.2%	1,811,026	81.2%
2006	1,703,710	346,014	20.3%	166,282	9.8%	1,191,414	69.9%
2007	2,194,280	379,414	17.3%	328,940	15.0%	1,485,926	67.7%
2008	980,972	75,945	7.7%	220,785	22.5%	684,242	69.8%
2009	1,349,502	678,023	50.2%	0	0.0%	671,479	49.8%
2010	858,503	118,352	13.8%	0	0.0%	740,151	86.2%
2011	681,706	124,379	18.2%	61,538	9.0%	495,789	72.7%
2012	1,644,060	205,831	12.5%	2,100	0.1%	1,436,129	87.4%
2013	1,115,832	135,950	12.2%	228,833	20.5%	751,049	67.3%
2014	1,044,569	272,570	26.1%	17,752	1.7%	754,247	72.2%
2015	1,901,629	310,313	16.3%	85,105	4.5%	1,506,211	79.2%
2016	1,922,032	379,274	19.7%	100,931	5.3%	1,441,827	75.0%
2017	1,603,867	217,717	13.6%	166,032	10.4%	1,220,118	76.1%
2018	2,898,889	221,573	7.6%	234,110	8.1%	2,443,206	84.3%
15-YEAR TOTAL	24,906,825	4,416,070	17.7%	1,828,647	7.3%	18,662,108	74.9%
15-YEAR AVG.	1,660,455	294,405	18.1%	121,910	7.7%	1,244,141	74.2%
10-YEAR TOTAL	15,020,589	2,663,982	17.7%	896,401	6.0%	11,460,206	76.3%
10-YEAR AVG.	1,502,059	266,398	19.0%	89,640	6.0%	1,146,021	75.0%

* "Other" does not include non-residential building permits issued for "signs, fences, utility and misc."

** Total includes a limited number of uses and square feet permitted as indicated in the "Other" category

Data Source: New Jersey Department of Community Affairs

FORECASTS AND PROJECTIONS

Branchburg Township and Somerset County are served by the North Jersey Transportation Planning Authority (NJTPA), one of New Jersey's three metropolitan planning organizations. The NJTPA oversees more than \$2 billion in transportation improvement projects within its region and provides a forum for interagency cooperation and public input. It also sponsors and conducts studies, assists County planning agencies and monitors compliance with national air quality goals.

The NJTPA regularly publishes population and employment projections for its constituent municipalities and counties. Table 42, Long-Term Population, Household and Employment Projections 2015-2045, indicates a 0.3% annual increase in Branchburg's population and a 0.6% increase in Branchburg's households from 2015 to 2045, compared to 0.9% increase in population and 0.9% increase in households in Somerset County. Employment is forecast to increase by 0.2% annually between 2015 and 2045 in Branchburg and by 0.7% annually in Somerset County.

Table 42: Long-term Population, Household and Employment Forecasts, Branchburg Township and Somerset County, 2015-2045

	Branchburg Township	Somerset County
Population		
2015 Population	14,567	585,735
2045 Population	16,102	755,963
Annualized % Population Change 2015-2045	0.3%	0.9%
Households		
2015 Households	5,271	225,056
2045 Households	6,310	293,124
Annualized % Household Change 2015-2045	0.6%	0.9%
Employment		
2015 Employment	10,378	169,467
2045 Employment	11,180	208,314
Annualized % Employment Change 2015-2045	0.2%	0.7%

Data Source: North Jersey Transportation Planning Authority, Plan 2045: Connecting North Jersey, Appendix A Demographic Projections - Current NJTPA Board approved Municipal Forecasts November 13, 2017

The Fair Housing Act requires that Housing Elements and Fair Share Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b).

Annual building permits issued for new residential construction in Branchburg during the years 2009 through 2018 averaged about 15 units per year. If the 2009-2018 rate were to remain relatively constant, Branchburg might see 147 new additional dwelling units by the end of the next ten-year period, or by the year 2028. These primarily include new housing units in 1- and 2-family units. Further, if the 10-year

average of demolitions of 2 units per year were to be removed from the new housing units permitted, Branchburg would average 12.6 additional new housing units annually, or 126 units in the next ten years.

Table 43, Building Permits Issued, Demolitions and New Housing Projection, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future. Factors such as the business cycle and physical obstacles to development may result in a lower or higher actual number.

Table 43: Building Permits Issued, Demolitions and New Housing Projection for Branchburg Township, 2018

	Total Housing Units	1-& 2-family units	Multifamily Units	Mixed Use Units
10-Year Average of Building Permits Issued for New Housing Units	14.7	11.9	2.7	0.1
10-Year Total Projection of New Housing Units (2019-2028)	147	119	27	1
10-Year Average of Demolitions Permits Issued	2.1	2.1	0.0	0.0
10-Year Average of Additional New Housing Units (New Housing less Demolitions)	12.6	9.8	2.7	0.1
10-Year Total Projection of Additional Housing Units (2019-2028)	126	98	27	1

Data Source: New Jersey Department of Community Affairs

Appendix 5. Rehabilitation Documentation

March 27, 2020
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TOWNSHIP OF BRANCHBURG
P.O. Transaction Inquiry

Page No: 1

Range of Line Items: 15-00252 1 to 15-00252 1 Change Transactions: Y New Line: Y Change Line: Y
Range of Dates: First to Last Delete Line: Y Open to Void: Y Void to Open: Y
Range of First Enc Dates: First to Last Open to Rcvd, Held, or Aprv: Y Rcvd, Held, or Aprv to Open: Y Pay Check: Y
Range of System Dates: First to Last Void Check: Y End of Year: Y Open to Paid (Blanket Ctrl): Y
Range of User Ids: First to Last Paid to Open (Blanket Ctrl): Y

PO #	Item	Vendor	Description	Qty	Unit Price	Item Total
15-00252	1	P1313	P & C CONTRACTING& S SCHNITZER REHAB WORK TO 214 GLENCREST DR	1.0000	10,000.0000	10,000.00

Tran Date	Chg Seq	Acct Seq	Transaction Type	Amount	User Id	Sys Date	Chg Acct Type	Charge Account	Check Account	Check Id
02/03/15	1	1 1	New Line	10,000.00	KAP	02/03/15	N Budget	H-21-55-900-001		
02/03/15	2	1 6	Open to Rcvd, Held, or Aprv	10,000.00	KAP	02/03/15	N Budget	H-21-55-900-001		
02/09/15	3	1 8	Pay Check	10,000.00	KAP	02/05/15	N Budget	H-21-55-900-001	COAH HOUSING	118

Date	Chg Seq	Acct Seq	Field Name	Old Data	New Data	User Id	Ref Num
02/05/15 00:00:00			Status	R	A	KAP	0

Total Change Transactions	1	0.00
Total New Line:	1	10,000.00
Total Open to Rcvd, Held, or Aprv:	1	10,000.00
Total Pay Check:	1	10,000.00

Encumbrance Summary By Date:

Date	Amount	Acct Type	Charge Account
02/03/15	10,000.00	Budget	H-21-55-900-001

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TOWNSHIP OF BRANCHBURG
P.O. Transaction Inquiry

Page No: 1

Range of Line Items: 15-00455 1 to 15-00455 1 Change Transactions: Y New Line: Y Change Line: Y
Range of Dates: First to Last Delete Line: Y Open to Void: Y Void to Open: Y
Range of First Enc Dates: First to Last Open to Rcvd, Held, or Aprv: Y Rcvd, Held, or Aprv to Open: Y Pay Check: Y
Range of System Dates: First to Last Void Check: Y End of Year: Y Open to Paid (Blanket Ctrl): Y
Range of User Ids: First to Last Paid to Open (Blanket Ctrl): Y

PO #	Item	Vendor	Description	Qty	Unit Price	Item Total				
15-00455	1	P1313	P & C CONTRACTING& S SCHNITZER REHAB WORK - 214 GLENCREST	1.0000	5,500.0000	5,500.00				
Tran Date	Chg Seq	Acct Seq	Transaction Type	Amount	User Id	Sys Date	Chg Acct Type	Charge Account	Check Account	Check Id
03/09/15	1	1 1	New Line	5,500.00	KAP	03/09/15	N Budget	H-21-55-900-001		
03/17/15	2	1 6	Open to Rcvd, Held, or Aprv	5,500.00	KAP	03/17/15	N Budget	H-21-55-900-001		
03/23/15	3	1 8	Pay Check	5,500.00	KAP	03/24/15	N Budget	H-21-55-900-001	COAH HOUSING	353
Date	Chg Seq	Acct Seq	Field Name	Old Data	New Data			User Id	Ref Num	
03/19/15 00:00:00			Status	R	A			KAP	0	
Total Change Transactions			1	0.00						
Total New Line:			1	5,500.00						
Total Open to Rcvd, Held, or Aprv:			1	5,500.00						
Total Pay Check:			1	5,500.00						

Encumbrance Summary By Date:

Date	Amount	Acct Type	Charge Account
03/09/15	5,500.00	Budget	H-21-55-900-001

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TOWNSHIP OF BRANCHBURG
P.O. Transaction Inquiry

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Range of Line Items: 15-00987 1 to 15-00987 1 Change Transactions: Y New Line: Y Change Line: Y
Range of Dates: First to Last Delete Line: Y Open to Void: Y Void to Open: Y
Range of First Enc Dates: First to Last Open to Rcvd, Held, or Aprv: Y Rcvd, Held, or Aprv to Open: Y Pay Check: Y
Range of System Dates: First to Last Void Check: Y End of Year: Y Open to Paid (Blanket Ctrl): Y
Range of User Ids: First to Last Paid to Open (Blanket Ctrl): Y

PO #	Item	Vendor	Description	Qty	Unit Price	Item Total						
15-00987	1	P1315	P & C CONTRACTING & SHEERAN	REHAB WORK TO 83 LAMINGTON RD	1.0000	18,000.0000	18,000.00					
Tran Date	Chg Seq	Acct Seq	Transaction Type	Amount	User Id	Sys Date	Chg Acct Type	Charge Account	Check Account	Check Id		
05/21/15	1	1 1	New Line	18,000.00	KAP	05/21/15	N Budget	H-21-55-900-001				
05/21/15	2	1 6	Open to Rcvd, Held, or Aprv	18,000.00	KAP	05/21/15	N Budget	H-21-55-900-001				
05/27/15	3	1 8	Pay Check	18,000.00	KAP	05/21/15	N Budget	H-21-55-900-001	COAH HOUSING	357		
Date	Chg Seq	Acct Seq	Field Name	Old Data	New Data			User Id	Ref Num			
05/21/15 00:00:00			Status	R	A			KAP	0			
Total Change Transactions			1	0.00								
Total New Line:			1	18,000.00								
Total Open to Rcvd, Held, or Aprv:			1	18,000.00								
Total Pay Check:			1	18,000.00								

Encumbrance Summary By Date:

Date	Amount	Acct Type	Charge Account
05/21/15	18,000.00	Budget	H-21-55-900-001

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TOWNSHIP OF BRANCBURG
P.O. Transaction Inquiry

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Range of Line Items: 15-00199	1 to 15-00199	1	Change Transactions: Y	New Line: Y	Change Line: Y
Range of Dates: First	to Last		Delete Line: Y	Open to Void: Y	Void to Open: Y
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Range of System Dates: First	to Last		Void Check: Y	End of Year: Y	Open to Paid (Blanket Ctrl): Y
Range of User Ids: First	to Last		Paid to Open (Blanket Ctrl): Y		

PO #	Item	Vendor	Description	Qty	Unit Price	Item Total				
15-00199	1	P1312	P & C CONTRACTING & T RUTKA	REHAB WORK TO 6 MOHEGAN TRAIL	1.0000	15,000.0000	15,000.00			
Tran Date	Chg Seq	Acct Seq	Transaction Type	Amount	User Id	Sys Date	Chg Acct Type	Charge Account	Check Account	Check Id
01/23/15	1	1 1	New Line	15,000.00	KAP	01/23/15	N Budget	H-21-55-900-001		
01/30/15	3	1 6	Open to Rcvd, Held, or Aprv	15,000.00	KAP	01/30/15	N Budget	H-21-55-900-001		
02/09/15	4	1 8	Pay Check	15,000.00	KAP	02/05/15	N Budget	H-21-55-900-001	COAH HOUSING	117
Date	Chg Seq	Acct Seq	Field Name	Old Data	New Data			User Id Ref Num		
02/05/15 00:00:00			Status	R	A			KAP	0	
Total Change Transactions			1	0.00						
Total New Line:			1	15,000.00						
Total Open to Rcvd, Held, or Aprv:			1	15,000.00						
Total Pay Check:			1	15,000.00						

Encumbrance Summary By Date:

Date	Amount	Acct Type	Charge Account
01/23/15	15,000.00	Budget	H-21-55-900-001

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TOWNSHIP OF BRANCHBURG
P.O. Transaction Inquiry

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Range of Line Items: 15-00454	1 to 15-00454	1	Change Transactions: Y	New Line: Y	Change Line: Y
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Range of First Enc Dates: First	to Last		Open to Rcvd, Held, or Aprv: Y	Rcvd, Held, or Aprv to Open: Y	Pay Check: Y
Range of System Dates: First	to Last		Void Check: Y	End of Year: Y	Open to Paid (Blanket Ctrl): Y
Range of User Ids: First	to Last		Paid to Open (Blanket Ctrl): Y		

PO #	Item	Vendor	Description	Qty	Unit Price	Item Total						
15-00454	1	P1312	P & C CONTRACTING & T RUTKA	REHAB WORK - 6 MOHEGAN TRAIL	1.0000	5,000.0000	5,000.00					
Tran Date	Chg Seq	Acct Seq	Transaction Type	Amount	User Id	Sys Date	Chg Acct Type	Charge Account	Check Account	Check Id		
03/09/15	1	1 1	New Line	5,000.00	KAP	03/09/15	N Budget	H-21-55-900-001				
03/17/15	2	1 6	Open to Rcvd, Held, or Aprv	5,000.00	KAP	03/17/15	N Budget	H-21-55-900-001				
03/23/15	3	1 8	Pay Check	5,000.00	KAP	03/24/15	N Budget	H-21-55-900-001	COAH HOUSING	352		
Date	Chg Seq	Acct Seq	Field Name	Old Data	New Data			User Id	Ref Num			
03/19/15	00:00:00		Status	R	A			KAP	0			
Total Change Transactions			1	0.00								
Total New Line:			1	5,000.00								
Total Open to Rcvd, Held, or Aprv:			1	5,000.00								
Total Pay Check:			1	5,000.00								

Encumbrance Summary By Date:

Date	Amount	Acct Type	Charge Account
03/09/15	5,000.00	Budget	H-21-55-900-001

From: [Gregory Bonin](#)
To: [Kendra A. Lelie](#)
Subject: FW: Status report on the Branchburg Housing Rehabilitation Program
Date: Wednesday, October 6, 2021 11:07:36 AM
Attachments: [2021-10-5 Branchburg Client Status Summary.png](#)

In case you need this info. Re: rehab projects.

Gregory J. Bonin, Administrator

From: Steve Weinberg <steve.weinberg@mac.com>
Sent: Wednesday, October 6, 2021 9:35 AM
To: Gregory Bonin <gregory.bonin@branchburg.nj.us>
Cc: Steve Weinberg <steve.weinberg@mac.com>
Subject: Status report on the Branchburg Housing Rehabilitation Program

Good morning Mr. Bonin

Per the attached listing of all 22 of the Branchburg homeowners who have applied to the Program to date

6 cases have been completed

1 case is eligible and has been inspected and quotes have been received. (2337 S. Branch Rd.) The homeowner is in the process of deciding exactly what work will be done from all of the work items listed on their writeup.

We should be able to close that loan and their construction contract this month and the work will begin.

That would be the 7th and last of the currently budgeted cases

All of the other applicants were either over income or withdrew from the program voluntarily before completing their eligibility processing.

Feel free to get back to me with any questions you may have.

Of course I have any information that the Township might need on the 6 cases already completed.

Steve Weinberg

\$20,000 Loan Max Branchburg Affordable Housing Program 2018 - 7 units

Rank	GI...	Client Last Name	Client First Name	CI ...	Client Street	Intake ...	CAS Contr...	App Rcd Date	Client Status	Date Intak...	Eligibility De...	D
10		Davis	Roger & Heidi J.	1	Beechwood Rd	2019	2019	6/6/2018	Case Completed	11/8/18	6/11/2019	1
1		Welton	Jill S.	25	Watchung Trail	2018	2018	5/31/2018	Case Completed	6/14/18	6/29/2018	1
5		Farina	Antoinette	1605	Breckenridge Dr.	2018	2018	6/1/2018	Case Completed	6/14/18	7/3/2018	8
16		Saharko	Dorothy	41	Cedar Grove Rd.	2019	2020	6/18/2018	Case Completed	4/17/19	5/8/2019	3
19		Mess	Sarah N.	48	Station Rd.	2019	2020	10/24/2018	Case Completed	7/9/19	8/2/2019	4
22		Blomquist	Walter & Norma	524	Whiton Rd.		2020	10/28/2019	Case Completed	11/14/19	12/20/2019	4
21		Mangiaracina	Wayne & Michelle	2337	S. Branch Rd.			9/18/2019	Inspected	7/22/20	3/5/2021	
8		Enyingi	Peter N. & Mary M.	70	Vollers Dr.			6/5/2018	Over Income	8/7/18	8/30/2018	
17		Cinti	Kara	500	Kenbury Rd			7/12/2018	Over Income	5/3/19	6/6/2019	
2		Vermeulen	Jeff	188	Woodfern Rd.			5/31/2018	Withdrawn	6/14/18	5/2/2019	
3		Walker	Karen L.	168	Stony Brook Rd.			5/31/2018	Withdrawn	6/14/18	3/12/2019	1
4		Hayden	Virginia K.	230	Arbor Way			6/1/2018	Withdrawn	6/14/18	8/7/2018	
6		Fiedler	Helen P.	1707	Breckenridge Dr.			6/4/2018	Withdrawn	6/14/18	11/15/2018	
7		Bergen	John & Marion	107	Cedar Grove Rd.			6/4/2018	Withdrawn	6/14/18	7/27/2018	
9		Loreti	Daniel R. & Kathleen A.	438	Windmill Way			6/5/2018	Withdrawn	8/7/18	4/10/2019	
11		Aultz	Ruth A.	14	Rolland Dr.			6/7/2018	Withdrawn	8/30/18	10/4/2018	
12		O'Neill	John P. & Maryann	448	Brookview Ct.			6/8/2018	Withdrawn	11/15/18	10/28/2019	
14		Hierl	Anton J. & Carol L.	76	Robbins Rd.			6/13/2018	Withdrawn		3/9/2020	
13		Deboer	Thea	9	Delaware			6/11/2018	Withdrawn	3/13/19	3/25/2019	
15		Gonzalez	Brian	70	Burnt Mill Rd.			6/15/2018	Withdrawn	4/10/19	7/2/2019	
18		Cavallomagno	Thomas & Rosemarie	30	Bernard St.			9/6/2018	Withdrawn	6/12/19	1/10/2020	
20		Blisky	Anjali Puri & Brian	389	River Rd.			8/9/2019	Withdrawn	6/23/20	7/15/2020	

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Steven J. Weinberg, Coordinator
Branchburg Housing Rehabilitation Program

732-485-0756 - Cellphone

steve.weinberg@mac.com

PO Box 6025
East Brunswick, NJ 08816

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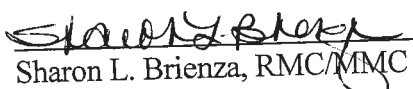
RESOLUTION

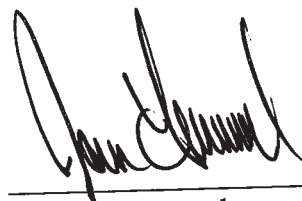
NO. 2013-129

ADOPTED: MAY 13, 2013

BE IT RESOLVED by the Township Committee of the Township of Branchburg that it hereby accepts the COAH Rehabilitation Manual.

Attest:


Sharon L. Brienza, RMC/MMC
Township Clerk


James F. Leonard
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
LEONARD	✓			
SCHWORN	✓			
SANFORD	✓			
YOUNG			✓	
BOWERS	✓			

I, Sharon L. Brienza, Township Clerk of the Township of Branchburg, do hereby certify this to be a true copy of a Resolution adopted by the Township Committee on May 13, 2013.

Sharon L. Brienza, RMC/MMC
Township Clerk



Slate Hill Business Center, 3909 Hartzdale Drive, Suite 901, Camp Hill, PA 17011 717-731-1161 Phone 717-731-9471 Fax

September 18, 2012

Mr. Gregory J. Bonin
Township of Branchburg
1077 US Highway 202 N
Branchburg, NJ 08876-3924

Re: Rehab Manual

Dear Greg:

Enclosed for your review are two (2) copies of the Housing Rehabilitation Manual. The first thing you will notice that it includes an owner and renter component. COAH regulations now state that the manual must contain a program for owners and renters.

The basic terms of the owner and renter rehab programs are set forth in Section II B. and C (see page 2). The mortgage, mortgage note and deed restriction are from samples used in other communities (these are found in the Appendix). You may want to have the Township Attorney review and modify if they see fit. The remainder of the manual follows the guidelines of COAH.

Would you please mail to me several sheets of the Township letterhead and Township payment voucher?

Please review the manual and let me know if you want to proceed. At that point I will prepare an advertisement/flyer describing the program and seeking program participants.

Sincerely,

Edward F. Geubtner /ldk

Edward F. Geubtner

EFG/ldk

Enclosures

Operating Manual

**For the Administration of
REHABILITATION UNITS**

**Township of Branchburg
Somerset County**

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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the Township of Branchburg (Somerset County) Rehabilitation Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Both owner-occupied and renter-occupied housing units, located on real property owned by same, are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

NOTE: Pursuant to N.J.A.C. 5:97-6.2(b)6 rental units may not be excluded from a municipal rehabilitation program. If a county administers the municipal rehabilitation program and the county program does not include rehabilitation of rental units, the municipality will need to supplement the county program with its own rehabilitation program for rental units.

B. Income Limits for Participation

The occupants of the units must have incomes that fall within the income guidelines established for Somerset County by the Council on Affordable Housing (COAH). These limits are revised annually as COAH figures become available and can be found in Appendix A.

For owner-occupied units, the carrying costs of the unit (taxes, mortgage, insurance [*including the rehabilitation repayment mortgage*]) should meet COAH criteria (less than 33% of gross income for families, less than 40% of gross income for seniors).

NOTE: The program should strive to provide that low-income households occupy at least 50 percent of the units rehabilitated.

C. Program Area

This is a municipal-wide program. The rehabilitation property must be located in the Township of Branchburg, Somerset County.

D. Certification of Substandard

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

SECTION II. AVAILABLE BENEFITS

A. Program Financing

Up to \$20,000 per unit may be available for improvements to eligible owner-occupied and renter-occupied units.

B. Owner-occupied Units

The total amount of rehabilitation funding through the Township is in the form of a grant. If the owner-occupant continues as owner-occupant for a period of ten (10) years, from the date of recording of the mortgage, the grant shall be forgiven and no repayment is required. If the housing unit is vacated for any reason before the ten (10) years (sale, death, foreclosure) the entire balance of the grant will become payable.

The minimum amount to be provided for each housing unit is \$10,000. The maximum amount is \$20,000. If the work necessary exceeds \$20,000 further Township review and approval will be required.

C. Renter-occupied Units

The property owner is responsible for 10% of the total rehabilitation cost. This will be determined at the time a contractor agreement is entered into between the contractor and the property owner. The 10% payment shall be in the form of a cashier's check made payable to the Township of Branchburg.

The total amount of the rehabilitation funding, through the Township, is in the form of a loan. Funding for renter-occupied units will be secured by a mortgage and mortgage note to the Township of Branchburg. The property owner must commit to keeping rental units affordable for a full ten (10) years. The full amount of Township provided funding will be repayable upon sale or transfer of title of the property.

The minimum amount to be provided for each housing unit is \$10,000. The maximum amount is \$20,000. If the work necessary exceeds \$20,000 further Township review and approval will be required.

D. Program Affordability Controls

Ten-year controls on affordability on both owner-occupied units and rental units are required.

E. Owner-occupied Affordability Controls

On owner-occupied units, the controls on affordability are in the form of a lien.

F. Renter-occupied Affordability Controls

For rental units, the controls on affordability shall be in the form of a deed restriction and may also include a lien. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

G. Subordination

The municipality may agree to subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit. Additionally, for an owner-occupied unit, the household must be recertified low- or moderate-income.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment

- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification of Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

E. Emergency Repairs

A situation relating to a safety and/or health hazard for the occupants would constitute an emergency. A municipal inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained when possible for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional nonemergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Township of Branchburg
1077 U.S. Highway 202 North
Branchburg, NJ 08876
(908) 526-1320

Upon request, the program staff will mail a preliminary application to an interested property owner.

If after the program staff reviews a preliminary application an owner-occupant appears to be income eligible, an interview will be arranged with the applicant for a formal application to the program. At the time of the interview, the applicant must present required documentation. Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

Applications will be processed in the order of receipt. Only emergency situations shall be handled out of the order of receipt.

B. Income Eligibility and Program Certification

For the households seeking a determination of income eligibility, both owner-occupants and renter-occupants, all wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below.

Property owners of both owner-occupied and renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted an applicant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the applicant's or each tenants' income exceeds COAH income limits or, for owner occupied units, if the carrying costs of the unit (taxes, mortgage, insurance, *-including the rehabilitation repayment mortgage, if any*) exceed

COAH's criteria (less than 33% of gross income for families, less than 40% of gross income for seniors).

The program staff will arrange for a title search of all properties entering the program.

After the initial interview and the program staff has substantiated that the occupant is income eligible, and the title search is favorable, the Eligible Certification Form will be completed and signed.

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for anyone of the following reasons:

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

The Township may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed 50 percent of the estimated after-rehabilitation value of the property for the Township to exclude the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

E. Cost Estimate

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on an owner-occupied unit of a rental rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to 110 percent of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

The program permits a property owner to seek proposals from non-program participating contractors. However, the Township must pre-approve the contractor prior to submitting a bid.

G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Property Rehabilitation Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), Right of Entry Document, a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally

completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

J. Payment Schedule

The contract will permit three progress payments if the project costs less than \$20,000 or four progress payments if the project costs more than \$20,000. For example: \$24,000 project has four payments, with the first payment of \$10,000 and the remaining payments are divided equally. First payment is made when the project is one-quarter completed. Second payment is made when the project is one-half completed. Third at three quarters completed. Fourth and final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter. The contractor's performance bond will be released within three months after the final payment is made to the contractor.

K. Appeal Process

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's governing body for a hearing. The municipality's governing body will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's governing body's decision will be binding on both the applicant and the contractor.

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff.

SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

A. Complete a Household Eligibility Determination Form

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years – A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI - Current award letter or computer print-out letter
 - Unemployment - verification of Unemployment Benefits
 - Welfare – TANF (Temporary Assistance for Needy Families), current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) - a pension letter

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support - copy of court order or recent original letters from the court or education scholarship/stipends - current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts - most recent statements and/or in certificate form - photocopy of certificates).
- Evidence or reports of income from directly held assets such as real estate or businesses.
- Interest in a corporation or partnership - Federal tax returns for each of the preceding three tax years.
- Current reports of assets - Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

NOTE: The applicant shall provide all required documentation within 30 days of program application.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability

10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

B. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

C. Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

D. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

SECTION VI. CONTRACTOR RELATED PROCEDURES

A. Contractor Selection

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds, as performance bonds will be required on every rehabilitation project. If it is ever necessary for the municipality or its administrative agent to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of preapproved contractors. Property owners may select contractors who do not appear on the list. The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within 21 days. The contract will be awarded to the lowest bidder, provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 10 percent of the cost estimate. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price for the selected contractor.

C. Contractor Requirements

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

SECTION VII. MAINTENANCE OF RECORDS

A. Files to Be Maintained on Every Applicant

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form
- Tenant Information Form (Rental Units Only)

- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of applicants approved for the program will also contain the following additional documentation:

- Housing Inspection Report
- Photographs – Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:

- Work Write-Up/Cost Estimate
- Copies of Bids
- Applicant/Contractor Contract Agreement
- Recorded Mortgage/Lien Documents
- Copies of All Required Permits
- Contractor Requests for Progress Payments
- Progress Payment Inspection Reports
- Progress Payment Vouchers
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion
- Certification of Release of Contractor's Bond

Individual files will be maintained throughout the process.

D. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

E. Monitoring

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date

- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

SECTION VIII. PROGRAM MARKETING

The Township will conduct a public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills, water bills or other regular municipal mailing to all property owners. Program information will be available at the municipal building, library, and senior center and on the Township website. Posters regarding the program will be placed in retail businesses throughout the Township.

Prior to commencement of the program and periodically thereafter, the Township will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

RENTAL PROCEDURES

SECTION IX

SECTION IX. RENTAL PROCEDURES

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

B. Overview of the Affordable Housing Administration Process for Rental Units

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be a nonprofit agency, State agency or consultant that may administer the rehabilitation program within the municipality.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.
- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- The Administrative Agent will accept these returned pre-applications for 90 days. At the end of this time period these applications will be randomly selected, through a lottery, to create a pool of applicants.
- The Administrative Agent pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.
- When a unit becomes available, the Administrative Agent will interview the applicant households and proceed with the income qualification process.
- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.
- Once certified, households are further screened to match household size to bedroom size.

- Certified households that are approved for a rental affordable housing unit will sign any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the developer, affordable housing sponsor or landlord. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.
- The certified household moves in to the affordable rental unit.

C. Roles and Responsibilities

Responsibilities of the Municipal Housing Liaison

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see the section **Responsibilities of the Municipal Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, Responsibilities of an Administrative Agent.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the Municipal Housing Liaison.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent**.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households. Administrative Agents must:

Secure written acknowledgement from all owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent, and the developer, affordable housing sponsor or owner this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be delegated to the developer, but this must be established by ordinance and a condition of approval of the Planning Board or Zoning Board.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a certificate acknowledging the rights and requirements of renting an affordable unit.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when COAH releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Repayment Mortgages, Repayment Mortgage-Notes, Leases and Appendix K.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual COAH monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in their portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administering, and enforcing affordability controls, including but not limited to

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls.

Responsibilities of Owners of Rental Units

Open and direct communication between the Owners of rental units, the Municipal Housing Liaison and the Administrative Agent is essential to ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental units are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual COAH reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

D. Affirmative Marketing

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Township of Branchburg's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner, or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Township of Branchburg shall undertake all of the strategies outlined in the Township of Branchburg's Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Township of Branchburg for re-rentals.

When a re-rental affordable unit becomes available, Township of Branchburg applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under the section **Random Selection & Applicant Pool(s)**.

E. Random Selection & Applicant Pool(s)

Initial Randomization

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 30 days.

At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

Households are informed of the date, time and location of the lottery and invited to attend.

An applicant pool is created by listing applicants in the order selected.

Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon the number of bedrooms.

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

F. Matching Households To Available Units

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;

- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.

A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

G. Application Fees

The Administrative Agent's fee schedule can be found in the Appendix.

H. Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

UHAC states that a certified household is not permitted to lease a restricted rental unit that would require more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent and the proposed rent will reduce the household's housing costs;
- The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit; and
- The household receives budget counseling.

I. Housing Counseling

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

J. The Applicant Interview

Ideally, the prospective applicant will be available to meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age 18 to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

K. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

1. Complete a Household Eligibility Determination Form

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years – A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI - Current award letter or computer print-out letter
 - Unemployment - verification of Unemployment Benefits
 - Welfare - TANF (Temporary Assistance for Needy Families) current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) - a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends - current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts most recent statements and/or in certificate form - photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership - Federal tax returns for each of the preceding three tax years.

- Current reports of assets - Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs

2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH with COAH's Annual Regional Income Limits Chart, the household must be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, on the home they own unless the applicant has mortgage debt on the home or can

demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over \$250,000, it is unlikely that an appraisal will determine a value below the asset limit. The maximum asset limit for Region 1 in 2006, for example, is \$139,396.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

2. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

3. Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

L. Approving or Rejecting a Household

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

M. Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.
2. The applicant commits fraud, or the application is not truthful or complete.
3. The applicant cannot or does not provide documentation to verify their income or other required information when due.
4. The household income does not meet the minimum or maximum income requirements for a particular property.
5. The applicant owns assets that exceed the Asset Limit.
6. The applicant fails to respond to any inquiry in a timely manner.
7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.
8. The applicant changes address or other contact information without informing the Administrative Agent in writing.

9. The applicant does not meet the credit standard or other requirement set forth by managers of rental properties.
10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
11. The applicant does not respond to periodic update inquiry in a timely fashion.
12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
13. The applicant, once approved, fails to sign the lease in a timely manner.
14. Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

N. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

O. Determining Affordable Rents

To determine the initial rents the Administrative Agent uses the COAH calculators located at <http://www.nj.gov/dca/affiliates/coah/resources.calculators.html>.

Pricing by Household Size. Initial rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum sales prices and rents are based on COAH's Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

Size of Unit	Household Size Used to Determine Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Split Between Low- and Moderate-income Rental Units. At least 50 percent of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on COAH's website.

Maximum Rent. The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

P. Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to COAH's Annual Regional Income Limits Chart, available on COAH's website. These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual COAH approved increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No

additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

APPENDIX

A. COAH Annual Regional Income Limits Chart

(Following this page are the current Regional Income Limits. This chart changes periodically as COAH issues new income limits.)

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS 2011 AFFORDABLE HOUSING REGIONAL INCOME LIMITS

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8 Person	Max. Increase** <i>Rents Sales</i>	Regional Asset Limit***
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$58,294	\$62,458	\$66,622	\$74,950	\$83,277	\$86,608	\$89,939	\$96,602	\$103,264	\$109,926		
	Moderate	\$46,635	\$49,966	\$53,297	\$59,960	\$66,622	\$69,287	\$71,952	\$77,281	\$82,611	\$87,941		\$161,031
	Low	\$29,147	\$31,229	\$33,311	\$37,475	\$41,639	\$43,304	\$44,970	\$48,301	\$51,632	\$54,963	0.5%	1.75%
Region 2 Essex, Morris, Union and Warren	Very Low	\$17,488	\$18,737	\$19,987	\$22,485	\$24,983	\$25,983	\$26,982	\$28,980	\$30,979	\$32,978		
	Median	\$62,590	\$67,061	\$71,532	\$80,473	\$89,414	\$92,991	\$96,568	\$103,721	\$110,874	\$118,027		
	Moderate	\$50,072	\$53,649	\$57,225	\$64,378	\$71,532	\$74,393	\$77,254	\$82,977	\$88,699	\$94,422	0.5%	1.82%
Region 3 Hudson, Middlesex and Somerset	Low	\$31,295	\$33,530	\$35,766	\$40,237	\$44,707	\$46,496	\$48,284	\$51,860	\$55,437	\$59,014		\$171,541
	Very Low	\$18,777	\$20,118	\$21,459	\$24,142	\$26,824	\$27,897	\$28,970	\$31,116	\$33,262	\$35,408		
	Median	\$72,520	\$77,700	\$82,880	\$93,240	\$103,600	\$107,744	\$111,888	\$120,176	\$128,464	\$136,752		\$197,271
Region 4 Mercer, Monmouth and Ocean	Moderate	\$58,016	\$62,160	\$66,304	\$74,592	\$82,880	\$86,195	\$89,510	\$96,141	\$102,771	\$109,402		
	Low	\$36,260	\$38,850	\$41,440	\$46,620	\$51,800	\$53,872	\$55,944	\$60,088	\$64,232	\$68,376	0.5%	1.57%
	Very Low	\$21,756	\$23,310	\$24,864	\$27,972	\$31,080	\$32,323	\$33,566	\$36,053	\$38,539	\$41,026		
Region 5 Burlington, Camden and Gloucester	Median	\$63,974	\$68,544	\$73,113	\$82,252	\$91,391	\$95,047	\$98,703	\$106,014	\$113,325	\$120,637		
	Moderate	\$51,179	\$54,835	\$58,490	\$65,802	\$73,113	\$76,038	\$78,962	\$84,811	\$90,660	\$96,509	0.5%	2.79%
	Low	\$31,987	\$34,272	\$36,557	\$41,126	\$45,696	\$47,524	\$49,351	\$53,007	\$56,663	\$60,318		
Region 6 Atlantic, Cape May, Cumberland and Salem	Very Low	\$19,192	\$20,563	\$21,934	\$24,676	\$27,417	\$28,514	\$29,611	\$31,804	\$33,998	\$36,191		
	Median	\$56,280	\$60,300	\$64,320	\$72,360	\$80,400	\$83,616	\$86,832	\$93,264	\$99,696	\$106,128		\$149,004
	Moderate	\$45,024	\$48,240	\$51,456	\$57,888	\$64,320	\$66,893	\$69,466	\$74,611	\$79,757	\$84,902	0.5%	2.68%
Region 7 Atlantic, Cape May, Cumberland and Salem	Low	\$28,140	\$30,150	\$32,160	\$36,180	\$40,200	\$41,808	\$43,416	\$46,632	\$49,848	\$53,064		
	Very Low	\$16,884	\$18,090	\$19,296	\$21,708	\$24,120	\$25,085	\$26,050	\$27,979	\$29,909	\$31,838		
	Median	\$48,989	\$52,488	\$55,987	\$62,986	\$69,984	\$72,783	\$75,583	\$81,182	\$86,780	\$92,379		\$131,071
Region 8 Atlantic, Cape May, Cumberland and Salem	Moderate	\$39,191	\$41,990	\$44,790	\$50,399	\$55,987	\$58,227	\$60,466	\$64,945	\$69,424	\$73,903	0.5%	3.10%
	Low	\$24,494	\$26,244	\$27,994	\$31,493	\$34,992	\$36,392	\$37,791	\$40,591	\$43,390	\$46,190		
	Very Low	\$14,697	\$15,746	\$16,796	\$18,896	\$20,995	\$21,895	\$22,675	\$24,354	\$26,034	\$27,714		

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

*These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).
 **This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:80-26.4(b). However, low income tax credit developments may increase based on the low income tax credit regulations.
 ***The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3).

B.

LIST OF CONTRACTORS

General Contractors

1. Anthony Magliaro
Carpentry – Home Improvements
P.O. Box 275
Lambertville, NJ 08530-0275
(609) 397-3235
2. John D. Wicks
Carpentry & Building
55 Elm Street
Lambertville, NJ 08530-1510
(609) 397-2338
3. Steve Williamson
Home Improvements Restorations
P.O. Box 54
Lambertville, NJ 08530-0054
(609) 397-2338

Specialty Contractors

1. Glen Case
Plumbing and Heating
213 Rock Road West
Lambertville, NJ 08530-2808
(609) 397-1649
2. Ronald R. Tillett & Sons, Inc.
Plumbing & Heating
199 George Street
Lambertville, NJ 08530-1615
(609) 397-1590
3. Richard E. Yard
Plumbing & Heating
37 Lambertville-Headquarters Road
Lambertville, NJ 08530-2404
(609) 397-9019
4. James R. Meskill
Electrician
206 Sandy Ridge Mount Airy Road
Stockton, NJ 08559-1903
(609) 397-1248
5. Karl Oxtergaard
Electrician
73 Union Road
Frenchtown, NJ 08825-3609
(908) 996-3337 Voice & Fax
(908) 581-2033 Cell
koec8887@centurylink.net
6. Stover's Wells and Pumps Inc.
161 US Highway 202
Ringo, NJ 08551-2011
(908) 782-5374
7. Samuel Stothoff Co., Inc.
P.O. Box 306
Flemington, NJ 08822-0306
(908) 782-2116

C.

TOWNSHIP OF BRANCHBURG REHAB LOAN APPLICATION

Applicant: _____

Address: _____

Phone: _____

I/we hereby apply for a loan for the rehabilitation of my/our property in the Township of Branchburg, New Jersey. I have been informed by the Township of Branchburg that I may be able to receive assistance under the Rules and Regulations set forth for the Branchburg Township Rehabilitation Program, and I hereby certify and say:

1. I am the owner/occupant of the property stated above.
2. The property is used only for residential purposes in that no one uses the property for business, and it contains one dwelling unit.
3. The financial assistance will be used only for the purpose of paying for repairs and improvements necessary to make the above described property meet the rehabilitation standards and acceptable codes in effect in the Township.
4. Any rehabilitation matching funds which may be required will be placed in a Township Account for payment to contractors and suppliers in accordance with program provisions.
5. I fully understand that I will be required to sign a mortgage and mortgage note which will be placed and recorded against my property for the full amount of funds expended at zero (0%) percent interest. The loan will be forgiven after ten (10) years.
6. I fully understand that the full amount of the loan will be repaid to the Township of Branchburg upon sale or change of title of the property identified herein, if this occurs before the ten (10) year forgiveness period.

The Township of Branchburg, or their agents or representatives, shall have the right to enter the rehabilitated property at any time within one (1) year of completion for the purpose of reviewing the completed rehabilitation work.

Any applicant making false claim will be required to reimburse the Township of Branchburg for any benefits received.

Property owner signature: _____ Date: _____

Property owner signature: _____ Date: _____

Township of Branchburg Approval: _____

Date: _____

I/we are a ____ person household and estimate the total household income, including all persons 18 years of age or older is \$_____.

D. INCOME VERIFICATION FORM

The following form will be used for all applicants for assistance for both the owner occupied housing rehabilitation program and for the renter rehabilitation program. For the renter rehabilitation a separate Income Verification Form must be submitted by the owner (if he/she will be an occupant of one of the rental units) and by each individual or household who will be an occupant of a rental unit.

INCOME VERIFICATION FORM
HOUSING REHABILITATION PROGRAM
Township of Branchburg

Statement of Confidentiality: This application and any other information required will be kept in strict confidence in accordance with Federal and State Laws. No part of this application file will be given to any person, entity, or business not related to the Township of Branchburg Housing Rehabilitation Program without your written request of consent.

- A. Please provide information about your household. (The word "household" means all persons who live in your home.)

Names of Adults 18 or older	Address	Daytime Phone	Date of Birth

Names of Children Under 18 years	Date of Birth	Sex

Total Number of Adults _____ Total Number of Children _____
Total Household Number of Persons _____

B. Please provide information about your household income. (The term "household income" means all income from all sources received by all persons living in the dwelling unit.)

1. Income from Employment: Fill out the following for every working member of your household.

Name of Applicant: _____	Amount of pay <u>before</u> deductions: _____
Social Security #: _____	Fill in <u>one</u> category below.
Name of Employer: _____	Hourly: \$ _____
Address of Employer: _____	Weekly: \$ _____
_____	Biweekly: \$ _____
_____	Monthly: \$ _____
_____	Yearly: \$ _____

Name of Wage Earner: _____	Amount of pay <u>before</u> deductions: _____
Social Security #: _____	Fill in <u>one</u> category below.
Name of Employer: _____	Hourly: \$ _____
Address of Employer: _____	Weekly: \$ _____
_____	Biweekly: \$ _____
_____	Monthly: \$ _____
_____	Yearly: \$ _____

Name of Wage Earner: _____	Amount of pay <u>before</u> deductions: _____
Social Security #: _____	Fill in <u>one</u> category below.
Name of Employer: _____	Hourly: \$ _____
Address of Employer: _____	Weekly: \$ _____
_____	Biweekly: \$ _____
_____	Monthly: \$ _____
_____	Yearly: \$ _____

2. Income from Interest: Indicate interest payments from all sources (financial accounts) for everyone in your household.

Source of Interest: _____	Source of Interest: _____
_____	_____
Annual amount: \$ _____	Annual amount: \$ _____

Source of Interest:

Annual amount: \$ _____

Source of Interest:

Annual amount: \$ _____

3. Income from Benefits, Pension, Support, Rent, etc.: Indicate any other income that you or anyone else in your household receive. Examples are Social Security, government benefits, disability, general assistance, alimony, rents from income property, and so forth.

PLEASE ATTACH PROOF OF ANY OF THESE INCOME SOURCES IF THEY ARE NOT INCLUDED IN YOUR INCOME TAX RETURN.

Name of Recipient:

Type(s) of Income:

Amount of Income:

\$ _____

Source:

Source's Address:

Name of Recipient:

Type(s) of Income:

Amount of Income:

Source:

Source's Address:

4. Income from Stocks, Bonds, or other securities: Indicate income from any stocks, bonds or other securities for everyone in your household.

Source of Income:

Annual amount: \$ _____

Source of Income:

Annual amount: \$ _____

5. Total Household Income: _____ This is the total of all entries in Items B.1 through B.4.

C. OBLIGATION TO REPORT CHANGES AND FINANCES

1. You have an obligation to immediately notify the Housing Rehabilitation Program of any change in your household, or in your household income immediately.
2. You must attach signed copies of your Federal Income Tax returns for the last three (3) filing years for every member of your household who filed tax returns and copies of the latest paycheck stubs for all wage earners for the four (4) most recent pay periods.
3. The Housing Rehabilitation Program Coordinator may ask for additional information.
4. By signing this form, the applicant hereby gives the Housing Rehabilitation Program Coordinator the authority to verify all the information contained herein.

CERTIFICATION AND DECLARATION

I hereby certify that the statements and information made in this application are accurate, true and complete to the best of my knowledge and I further am aware that willfully false or misleading information or statements may subject me to sanctions as permitted by law. Please have all members of your household 18 years of age and older sign in the spaces provided below. -

DATE: _____

_____ Applicant (print name)	_____ Applicant's Signature
_____ Print Name	_____ Signature
_____ Print Name	_____ Signature

D. Please provide the following optional information.

1. Race of HEAD OF HOUSEHOLD:
Black _____
White _____
Hispanic _____
Asian/Pacific Islander _____
Eskimo/Aleutian _____
2. Are any household members HANDICAPPED? Yes ☐ No ☐
3. Is the HEAD OF HOUSEHOLD Female? Yes ☐ No ☐
4. Is the HEAD OF HOUSEHOLD age 62 or over? Yes ☐ No ☐

E. INCOME COVER SHEET

1) OWNER REHAB PROGRAM

Name: _____

Address _____

Household Size: _____

COAH Household Size Qualifying Income: _____

Household Income of Applicant: _____

Household Qualifies: Yes _____ No _____

2) RENTAL REHAB PROGRAM

Name of Property Owner: _____

Address of Property to be Rehabilitated _____

Number of rental units in property: _____

Will property owner occupy one of the units? Yes _____ No _____

If yes, owner to provide the following:

Household Size: _____

COAH Household Size Qualifying Income: _____

Household Income of Applicant: _____

Household Qualifies: Yes _____ No _____

Unit Number: _____

Name of Renter: _____

Address Occupied or to be Occupied _____

Household Size: _____

COAH Household Size Qualifying Income: _____

Household Income of Applicant: _____

Household Qualifies: Yes _____ No _____

Unit Number: _____

Name of Renter: _____

Address Occupied or to be Occupied _____

Household Size: _____

COAH Household Size Qualifying Income: _____

Household Income of Applicant: _____

Household Qualifies: Yes _____ No _____

Unit Number: _____

Name of Renter: _____

Address Occupied or to be Occupied _____

Household Size: _____

COAH Household Size Qualifying Income: _____

Household Income of Applicant: _____

Household Qualifies: Yes _____ No _____

F. OTHER INFORMATION REQUIRED

1. Copy of Deed
2. Copy of Homeowners Insurance Declaration Sheet

E(1)

REHAB CASE FILE CHECKLIST – OWNER(S)

1. Case Number _____
2. Applicants Name _____
3. Applicants Address _____
4. Applicants Phone Number _____
5. Application Form _____
6. Income Cover Sheet _____
7. Owner Occupied Approval Letter _____
8. Certification of Substandard _____
9. Final Work Write-up and Cost Estimate _____
10. Owner(s) Acceptance of Work Write-up _____
11. Request for Rehabilitation Bid and Bid Announcement _____
12. Bidding Procedures and Contractor Responsibilities _____
13. Bid Acceptance Form _____
14. Bid Spread Sheet _____
15. Notice to Proceed _____
16. Contractor's Agreement _____
17. Change Order _____
18. Mortgage _____
19. Mortgage Note _____
20. Contractor's Final Invoice, Release of Liens, and Warranty _____
21. Homeowner's Statement of Satisfaction – Program Inspector Final Inspection Report _____
22. Certification of Standard by Construction Code Official _____

E(2)

REHAB CASE FILE CHECKLIST – RENTER(S)

1. Case Number _____
2. Applicants Name _____
3. Applicants Address _____
4. Applicants Phone Number _____
5. Application Form _____
6. Income Cover Sheet _____
7. Owner Occupied Approval Letter _____
8. Certification of Substandard _____
9. Final Work Write-up and Cost Estimate _____
10. Owner(s) Acceptance of Work Write-up _____
11. Request for Rehabilitation Bid and Bid Announcement _____
12. Bidding Procedures and Contractor Responsibilities _____
13. Bid Acceptance Form _____
14. Bid Spread Sheet _____
15. Notice to Proceed _____
16. Contractor's Agreement _____
17. Change Order _____
18. Mortgage _____
19. Mortgage Note _____
20. Contractor's Final Invoice, Release of Liens, and Warranty _____
21. Homeowner's Statement of Satisfaction – Program Inspector Final Inspection Report _____
22. Certification of Standard by Construction Code Official _____

F.

APPROVAL LETTER
(Township Letterhead)

Name
Address

Date

Dear :

You have been approved to participate in the following residential rehabilitation assistance program in the Township of Branchburg.

☐ Owner occupied housing rehabilitation program

☐ Rental housing rehabilitation program

Please call the Township of Branchburg office at (908) 526-1320 so that a meeting date can be arranged to further explain all of the steps in the rehabilitation program.

Congratulations and thank you for your participation in the rehabilitation program. We look forward to the successful completion of improvements to your property.

Sincerely,

G.

CERTIFICATION OF SUBSTANDARD

Name: _____

Address: _____

Phone # _____

At least one major system, as listed below, has been determined to be substandard:

Check if substandard

☐☐☐☐☐☐☐☐☐

Major System

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary Plumbing (including septic system)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)
- None of the above and therefore not substandard

I certify that I am a housing inspector and have inspected the entire residential property for evidence of the above.

H. Owner's Acceptance of Work Write-up and Owner Selection Form

Date:

Having been informed of the items covered in the work write-up or specifications (copy attached), I hereby approve of the rehabilitation work to be undertaken.

I hereby authorize the following contractors to bid on the rehabilitation work affecting my property.

Contractors:

1. _____
2. _____
3. _____
4. _____
5. _____

Owner's Signature

Witness

Date

I.

REQUEST FOR REHABILITATION BID
(Township of Branchburg Letterhead)

Name
Address

Date

Dear :

You have been selected, along with several other contractors, to provide a cost estimate for housing rehabilitation by the owner listed below:

Homeowner Name: _____

Homeowner Address: _____

Homeowner Phone: _____

Enclosed is a work write-up for the work to be done. Bid only on the items of work as listed. It is your responsibility to contact the homeowner and arrange to visit the property and to verify all measurements. Return your bid to the Township of Branchburg office address shown on this letterhead by _____, 20__.

You will be notified by mail if you are the successful bidder or an unsuccessful bidder.

Thank you for your participation in the Township of Branchburg housing rehabilitation program.

Sincerely,

J. BIDDING PROCEDURES AND CONTRACTOR RESPONSIBILITIES

General Specifications

A work write-up containing a schedule of items listed for each room will be prepared and will form the basis for the contract.

Contractors shall base their itemized estimates only on work to be done as listed on the work write up and shall assume all related responsibilities regarding coordination of an adjustment to surrounding work during the normal process of performing improvements and repairs.

The submission of a Bid shall be evidence of the Contractors having acquainted himself with the job site and his willingness to conform to all code and project requirements without additional compensation.

Bidders will make their own independent analysis of New Jersey Sales and Use Taxes and the applicability or non-applicability thereof to the materials, supplies, and services to be provided and performed under and as a part of the Contract work. All taxes and permit fees are to be included in the unit prices bid and the Township of Branchburg will not make any separate payments for these items.

All materials shall be new, unless otherwise specified. All materials used shall be exactly as those specified in regard to color, weight, grade, or rating.

No substitutes of material or colors will be accepted unless first approved in writing by the Township.

All materials shall be installed as per manufacturer's instructions and shall conform to the appropriate Building Code.

All workmanship shall be first-class, and installation methods shall be in conformity with the Building Code. All workmanship shall produce level, straight, plumb, and true conditions to the greatest extent feasible.

The Contractor shall furnish all labor, materials, and equipment necessary for the performance and completion of all work authorized by this contract.

The Contractor shall supply any protective equipment (such as tarps and ground cloths) necessary to protect all property and the work of all trades against damage or injury caused by his activity.

It shall be the responsibility of the Contractor, during cold-weather applications of adhesive, spackle, joint compound, paint, and other temperature sensitive materials to maintain a uniform room temperature of between 50 degrees Fahrenheit and 70 degrees Fahrenheit and to provide ventilation during these applications.

The Contractor shall be responsible for the removal and disposal of all waste, trash or debris generated on the job site. All used rags, paint containers, and any miscellaneous items used in

the application of flammable materials shall be disposed of in a safe manner so as to avoid the danger of fire or personal injury.

There shall be no extras allowed the Contractor unless written notice of claim is submitted and approved by the Township before the work is performed. No work on extras shall commence until a change order is authorized by this office.

Upon completion of the work, acceptance will be based on a Final Inspection Approval from the Township.

The Contractor, during the course of his inspection for bidding purpose should note any conditions or repair of items in the work write-up which are necessary for satisfactory completion. Notify the Township as to any discrepancies relating to all work items.

If the Contractor feels that an item was inadvertently omitted or the work write-up incorrectly specifies the method to be used in correcting the deficiency, the Contractor should attach an addendum to the bid documents noting these deficiencies.

Time limits for completion of contract work are set forth in the agreement. Extensions may be granted for acceptable reason such as inclement weather or material shortages. Any contractor submitting a bid must understand that if contract work is not completed within the specified time for other than an acceptable reason, that may be justification for the Township to reject future bids on the basis of inability to perform.

Preparation of Proposals

Proposals shall be submitted on the work write-up furnished by the Township, properly filled out in ink, and shall be duly executed. The Bidder shall state in the form of an itemized price, for the individual items and Total Price. The total price must be in both words and in figures. For the purpose of comparison of bids received, the itemized prices, correctly computed, stated in the Proposal will be considered to be the amount bid for the Contract and award will be made based on the itemized bids of the items which the Township and property owner agree to have completed.

Where there is a discrepancy in any item between the price written in figures and that written in words, the written words will govern.

When the Proposal is made by an individual, his/her post office address shall be stated and he/she shall sign the Proposal; when by a partnership, its name and post office address shall be stated, the name and address of each of the partners shall be stated, and the Proposal shall be signed by all of the partners; when made by a corporation, its name and principal post office address shall be stated, the name and address of each of the principal officers shall be stated, and the proposal shall be signed by authorized officials of the corporation, with corporate seal affixed.

K.

SUCCESSFUL BID NOTIFICATION

Date _____

RE: _____

Dear Mr.

We are pleased to inform you that your firm is the successful bidder on the above repair work.

Please be reminded that you are not to start any work or place any materials on the job site until you receive the Proceed Order from this office. Work must be initiated within thirty (30) days of issuance of Proceed Order. Please be advised that payments under the Contract will not be made until proof is provided that a building permit has been obtained. In addition, if you do not have the required Taxpayer ID on file with the Township please use the attached form.

Finally, all requests for payments must be accompanied by a properly completed Township voucher, and itemized bill on contractor's letterhead and/or form.

Sincerely,

L.

UNSUCCESSFUL BID NOTIFICATION

Date _____

RE: _____

Dear Sir:

We regret to inform you that your firm was not the successful bidder on the above repair work.

Thank you for participating in the bidding and we hope you will continue to help us in our Housing Rehabilitation efforts in the Township of Branchburg.

Sincerely,

M.

BID SPREADSHEET

Owner: _____ Address: _____ Bid Due: _____

[illegible]

N.

NOTICE TO PROCEED

TO:

DATE:

Dear Sir:

In conjunction with the approved Housing Rehabilitation Program you are hereby authorized to begin the
above mentioned rehabilitation work on the property of _____
at _____.

OWNER

(DATE)

OWNER

(DATE)

O.

CONTRACTOR'S AGREEMENT

This agreement entered into as of this ____ day of _____, 20__ by and between _____
(Corporation/Partnership/Individual) hereinafter called the "CONTRACTOR" and _____
(The owner of a Property at _____ hereinafter called "OWNER").

WHEREAS, the Township of Branchburg hereinafter called the "TOWNSHIP" has developed a Housing Rehabilitation Financing Program; and

WHEREAS, the OWNER desires to use the benefits of the TOWNSHIP's Rehabilitation Program; and

WHEREAS, the CONTRACTOR warrants that he has the qualifications to perform the work specified herein; and

WHEREAS, the TOWNSHIP will act as the Escrowee, and only as such in this Agreement.

NOW, THEREFORE, the OWNER and the CONTRACTOR mutually agree that in consideration of the Premises and mutual obligations of the parties herein set forth, each of them does hereby covenant and agree with the other as follows:

Section 1. Bidding and Proposal

- A. The CONTRACTOR'S Proposal has been accepted by the OWNER within thirty (30) days from the date of receipt by the TOWNSHIP. No work shall be commenced by the CONTRACTOR until he/she receives a written Proceed Order from the OWNER.
- B. The OWNER shall not permit any changes or additions to the bid, proposal, work write-up, specifications or drawings without prior and written permission of the TOWNSHIP.

Section 2. Project Schedule

- A. The OWNER shall issue a written Proceed Order within thirty (30) days from the date of acceptance of the CONTRACTOR'S Proposal. If the Order is not received by the CONTRACTOR within this thirty (30) day period, the CONTRACTOR has the option of withdrawing his/her Proposal.
- B. The CONTRACTOR must commence work within thirty (30) days after issuance of the Proceed Order. At the option of the OWNER, this Agreement may be canceled by failure of the CONTRACTOR to begin work on the date specified.

- C. The CONTRACTOR must satisfactorily complete the work within sixty (60) days after issuance of the Proceed Order, in accordance with this Agreement.
- D. If the CONTRACTOR is unable to complete any portion of work due to inclement weather, strikes, material shortages, or Acts of God, an extension of the completion date may be given, provided the CONTRACTOR documents the delay and the change in date is approved in writing by the OWNER and TOWNSHIP.

Section 3. Working Conditions.

- A. The Contractor shall keep the-Premises broom clean and orderly during the course of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless otherwise specified.
- B. The OWNER shall cooperate with the CONTRACTOR to facilitate the performance of the work, including but not limited to, the removal and replacement of rugs, coverings and furniture as necessary.
- C. The OWNER shall permit the CONTRACTOR to use, at no cost, existing utilities such as electric, heat, water, and sewer necessary for the completion of the work.
- D. During the course of the work the Premises are to be: Occupied () or vacant ().

Section 4. Lead Based paint Notice

The CONTRACTOR acknowledges that they have been informed of the HUD lead based paint regulations, 24 CFR, Part 35, which are applicable to the construction, or rehabilitation of residential structures. To the extent that the subject matter of this agreement involves residential structures, the CONTRACTOR will comply with the lead based paint regulations.

Section 5. Payment.

- A. For proposals in the amount of \$2,000.00 or less, the CONTRACTOR will be paid in one (1) lump sum payment. Payment due the CONTRACTOR will be paid within twenty-five (25) days after the Community Development Office receives the CONTRACTOR's request for payment and inspection and acceptance by the Community Development Office and OWNER of all work to be performed by the CONTRACTOR.
- B. For proposals over \$2,000.00, the CONTRACTOR may be paid in payments as the work progresses. Progressive payments shall not exceed ninety percent (90%) of the value of the work satisfactorily completed. Progressive payments and final payment due the CONTRACTOR will be paid within twenty-five (25) days after the Community Development Office receives the Contractor's request for payment and inspection and acceptance by the Community Development Office and the OWNER of all work to be performed by the CONTRACTOR.
- C. If the work has been substantially completed but full completion is delayed through no fault of the CONTRACTOR, the CONTRACTOR shall receive payment for the work

completed less 10% of the value of the uncompleted work. The remaining money shall only be released upon full completion, inspection, and acceptance of all work by the OWNER and the Community Development Office.

Section 6. Change Orders

If unforeseen and unspecified repairs are discovered during the course of the work, change orders may be agreed upon. Change orders will be prepared by the Community Development Office and include the specification of the work, the cost and the reason for the change. All change orders shall be signed by the OWNER, the CONTRACTOR and the Community Development Office.

Section 7. Representations of CONTRACTOR.

The CONTRACTOR shall:

- A. Furnish evidence of comprehensive public liability insurance coverage protecting the OWNER for not less than \$100,000/\$300,000 in the event of bodily injury including death and \$100,000/\$100,000 in the event of property damage arising from the work performed by the CONTRACTOR.

Such evidence of insurance shall be in the form of a certificate with a ten (10) day cancellation notice to the OWNER and the Community Development Office. Failure to maintain insurance shall be considered sufficient reason for the OWNER to terminate this Agreement.

- B. Furnish evidence of workmen's compensation insurance while performing work on the project. Such evidence of insurance shall be in the form of a certificate with a ten (10) day cancellation notice to the OWNER and the Community Development Office. Failure to maintain insurance shall be considered sufficient reason for the OWNER to terminate this Agreement.
- C. Obtain and pay for all permits and licenses necessary for completion and execution of the work to be performed. ALL permits must be gotten BEFORE work begins. Temporary stoppage of payment will result if CONTRACTOR fails to do so.
- D. Perform all work in compliance with applicable local codes and requirements covered by the work write-up and drawings for the work.
- E. Guarantee his/her work against faulty materials or workmanship for a period of ONE (1) YEAR and replace the same at the direction of the TOWNSHIP at no cost to the OWNER or COMMUNITY DEVELOPMENT OFFICE. The one year period shall begin on the date of the final payment for the completed work. Furthermore, furnish the OWNER with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the Agreement.

Section 8. Inspections and Reviews

The OWNER and the CONTRACTOR mutually agree to permit representatives of the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, the Community Development Office or any of the duly authorized representatives to examine and inspect the rehabilitation work and the Premises. In addition, the OWNER and the CONTRACTOR agree to allow above parties access to any books, documents, papers, and records which are directly pertinent to the subject matter of this Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

Section 9. Discrimination Prohibited.

The CONTRACTOR agrees that in connection with the rehabilitation work and this Agreement:

- A. The CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice concerning nondiscrimination.
- B. The CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
- C. The CONTRACTOR shall send to each labor union or other source of recruitment a notice of its commitment to this nondiscrimination clause.
- D. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination section of this Agreement or with such laws, this Agreement may, after hearing and adjudication, be terminated or suspended, in whole or in part, and the CONTRACTOR may be declared temporarily ineligible for further contracts in which the COUNTY is a part and other such sanctions may be imposed and remedies invoked as provided by such laws.
- E. The CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the Community Development Office for purposes of investigation to ascertain compliance with this section.
- F. The CONTRACTOR shall actively recruit minority subcontractors, subcontractors with substantial minority representation among their employees, and women business enterprises in connection with the rehabilitation work.

Section 10. Employment Opportunities

The work to be performed under this Agreement is for a project assisted by a program providing direct Federal financial assistance and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u), the HUD regulations issued pursuant thereto at 24 CFR part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Therefore the OWNER and CONTRACTOR agree:

- A. The parties to this Agreement will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- B. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said parties of his/her commitments under this Section 3 clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment or training.
- C. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the OWNER or the Community Development Office, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD at 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where he/she has notice or knowledge that the subcontractor has been found in violations of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided him/her with a preliminary statement of ability to comply with the requirements of the regulations.
- D. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the project, binding upon the OWNER and CONTRACTOR, their successors and assigns. Failure to fulfill these requirements shall subject the OWNER and CONTRACTOR to those sanctions specified by 24 CFR Part 135.

Section 11. Interest of Officials.

No member of or delegate to the Congress of the United States and no resident commissioners, shall be admitted to any share or part of this Agreement or to any benefits to arise from the same.

No member, officer, or employee of the TOWNSHIP or its designees or agents who exercises any functions or responsibilities with respect to the TOWNSHIP'S Rehabilitation Program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this

Agreement, any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

Section 12. Liability.

The OWNER and the CONTRACTOR mutually agree to indemnify and hold and save harmless the Community Development Office from any and all loss, cost, or damage of every kind, nature or description arising under this Agreement or from any source whatsoever, including reasonable attorney's fees.

Section 13. Assignment.

The OWNER and the CONTRACTOR mutually agree to not assign this Agreement, in whole or in part, without the written consent and approval of the other party and the Community Development Office.

Section 14. Performance.

The OWNER and the CONTRACTOR agree and acknowledge that failure to perform any covenant or failure of any representation made under this Agreement shall constitute an event of default under this Agreement.

Section 15. Proposal.

For consideration named therein, the CONTRACTOR proposes to furnish all material, labor and supplies and perform all work described in, and in accordance with, the Rehabilitation Specifications for the property of the OWNER for the lump sum price of:

Alternate #1	_____	Add	_____	Deduct	_____
Alternate #2	_____	Add	_____	Deduct	_____

TOTAL LUMP SUM PRICE: _____

The OWNER accepts the Proposal and the CONTRACTOR will receive for performance of this Agreement the sum of _____ dollars (\$_____).

This agreement embodies all the representations, rights, duties, and obligations of the parties and any prior oral or written Agreement not embodied herein shall not be binding upon or ensure to the benefit of any of the parties.

This Agreement shall incorporate herein by reference the Proposal, Agreement Price, Rehabilitation Specifications, and Drawings (if any) for the property of the OWNER. Such Drawings and Rehabilitation Specifications are dated _____ and shall have the signature of the CONTRACTOR affixed to each page for identification purposes. This Agreement becomes effective and binding upon the CONTRACTOR when accepted by the OWNER'(S) by signature.

FOR CONTRACTOR: _____

BY: _____

TITLE: _____

FOR OWNER: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

WITNESSED BY: _____

DATE: _____

P.

CHANGE ORDER

REHABILITATION PROJECT

Contractor: _____

Owner: _____

Address: _____

Address: _____

Date: _____

Gentlemen:

This change order is being issued to amend the Agreement dated _____, 20__ for
rehabilitation work at _____ in the _____.

You are to make the following changes in the work specified for this project:

The original amount stated in the Contract Agreement is\$ _____

The revised amount of the Contract Agreement is\$ _____

ADD \$ _____

DEDUCT \$ _____

ACCEPTED BY CONTRACTOR

Signature: _____

Title: _____

Date: _____

ORDERED BY OWNER

Signature: _____

Title: _____

Date: _____

APPROVED BY:

Date: _____

Q.

PUNCH LIST

DATE: _____

Contractor: _____

Address: _____

RE: _____

Dear Sir:

The following items are in need of correction or completion on the above project site before payments can be made at this office:

	ITEM	SPECIFICATION NO.
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Presentation of this form, signed by the owner, is necessary prior to any further processing of your Request for Payment.

(Rehabilitation Supervisor)

I hereby acknowledge the correction of completion of the above items in a satisfactory manner.

Owner _____

Owner _____

Date: _____

Reinspected by _____

Date _____

R.

PAYMENT VOUCHER

See next 2 pages

INSERT
TOWNSHIP OF BRANCHBURG
PAYMENT VOUCHER

TYPE OF PAYMENT (check one)

☐ PROGRESS ☐ FINAL

DATE OF PAYMENT REQUEST:

PAYMENT AUTHORIZATION

OWNER'S NAME:

CONTRACTOR'S NAME:

REHAB ADDRESS:

ADDRESS:

The following work items have been completed satisfactorily, and I request payment for same:

SPEC PAGE #	ITEM	COST

CONTRACTOR'S SIGNATURE:

Contract Price	\$
Minus Previous Payments	\$
Sub-Total	\$
Minus This Payment	\$
Balance	\$

DATE OF CHECK:

CHECK NUMBER:

OWNER'S SIGNATURE:

DATE:

OWNER'S SIGNATURE:

DATE:

REHAB INSPECTOR SIGNATURE:

DATE:

SUPERVISOR'S SIGNATURE:

DATE:

S. CONTRACTOR'S FINAL INVOICE, RELEASE OF LIENS, AND WARRANTY

TO: _____

CASE NO: _____

PROPERTY AT: _____

CONTRACT DATED: _____

TOTAL CONTRACT AMOUNT: _____

1. As a final invoice, the undersigned hereby certifies that there is due from and payable by the Owner to the Contractor under the above contract the balance or sum of \$_____.
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Owner from any and all claims arising under o by virtue of this contract; provided, however that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release.
4. The undersigned hereby guarantees the work performed for a period of one year from the date of final acceptance of all work required by the contract, shown on CERTIFICATE OF INSPECTION, as _____. He also attaches herewith all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____ day of _____, 20__.

Contractor (SEAL)

WITNESS:

TOWNSHIP OF BRANCBURG

T. HOMEOWNER'S – PROGRAM INSPECTOR STATEMENT OF SATISFACTION

FINAL INSPECTION REPORT

Owner: _____ Case No. _____

Address: _____

Inspected By: _____ on _____, 20__

General Status of Work: (Program Comments)

General Status of Work: (Homeowner Comments)

The Contractor, _____ under the terms of the contract has completed 100% of specified work, and is hereby entitled to payment in full, less any progress payment already received.

Signature of Inspector

Date

Signature of Homeowner

Date

MORTGAGE (OWNER OCCUPIED REHAB)

[illegible]

WITNESSETH, that to secure the payment of an indebtedness in the sum of

lawful money of the United States of America which indebtedness is represented by a note of the
Mortgagor, including any and all renewals and extensions thereof, dated _____, 20____
the Mortgagor does hereby grant, alien, and convey to Mortgagee all that land and premises located in the
Township of Branchburg, County of Somerset and State of New Jersey as described in deed recorded in
the Somerset County Clerk's Office in Deed Book _____, page _____

(description attached as Schedule A): provided that if the Mortgagor, his heirs, executors, and administrators do perform its undertaking hereinafter set forth, then everything herein contained shall cease and be void.

The Mortgagor makes the following representations and covenants to the Mortgagee:

1. The Mortgagor warrants that the title to the premises is in the name of the Mortgagor and no other person or corporation.
2. That the buildings on, or to be erected on said lands will be kept in good repair, and insured to the satisfaction of the Mortgagee, and the real estate taxes will be paid when due.
3. That the whole of the principal sum, shall at the option of the holder of the mortgage, become due after default in payment of any tax, or assessment, or after default in keeping the buildings insured against loss by fire and windstorm for the benefit of and to the satisfaction of the holder of the mortgage.
4. In default by the Mortgagor, his heirs, executors, administrators or assigns, when due, of any sum due in the obligation secured by this mortgage, or in default thereby of any undertaking set forth in this mortgage, the mortgagee, its successors or assigns may peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy the described land and premises, with the rents and appurtenances, without the let, suit, trouble, hindrance or denial of the Mortgagor, his heirs or assigns, or any other person or persons whatsoever.
5. If the Mortgagor, or the survivor of them, should convey or otherwise lose title to all or any part of the property covered by this mortgage, or upon the death of the survivor of the Mortgagors, or if there is a default by the Mortgagors on the note secured by this mortgage and if said default continues for thirty (30) days or if any condition of the note is not fulfilled in the manner and place specified, then the entire amount outstanding shall be due and payable at the election of the holder hereof. The Mortgagor may prepay the principal amount outstanding in whole or in part without penalty.
6. That the whole of this mortgage, in its entirety, shall be forgiven after ten (10) years of the date first signed herein.

SS:

BE IT REMEMBERED, that on this _____ day of _____, 20__ before me the subscriber, _____ personally appeared, _____ who I am satisfied, are the Mortgagors mentioned in the within mortgage, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed, and acknowledged receipt of a true copy of the within instrument.

V.

MORTGAGE NOTE (OWNER OCCUPIED REHAB)

MORTGAGE NOTE

\$ _____

Township of Branchburg, New Jersey

20__

(from now on called the "Borrower") is borrowing money from the

TOWNSHIP OF BRANCHBURG,

(from now on called the "Lender"),

The words Borrower and Lender include all borrowers and all lenders under this Note. The Lender or any other holder of this Note may transfer this Note. The word Lender includes (a) the original lender and (b) anyone who takes this Note by transfer.

1. In return for this loan, the Borrower promises to pay to the order of the Lender the sum of

This loan is interest free. The principal sum loaned shall be due and payable as provided in paragraphs 1.D and 2 hereof

The Borrower represents:

A. That the title to the property is in the name of the Borrower and no other person or corporation.

B. That the buildings on, or to be erected on said lands will be kept in good repair, and insured to the satisfaction of the Township, and the real estate taxes will be paid when due.

C. That flood insurance protection, as applicable, shall be obtained and maintained during the period of enforceability of this note.

D. That the whole of the principal shall at the demand of the Township become due after default in payment of any tax, or assessment, or after default in keeping the buildings insured against loss by fire, flood and windstorm for the benefit of and to the satisfaction of the Township.

2. If the Borrower, or the survivor of them, should convey or otherwise lose title to all or any part of the property covered by the mortgage which secures this note, or upon the death of the survivor of

the Borrowers, or if there is a default by the Borrowers of this note in the performance of their undertakings set forth in the mortgage which secures this note and if said default continues for thirty (30) days or if any condition of this note is not fulfilled in the manner and place specified, then the entire amount outstanding shall be due and payable at the election of the holder hereof. The Borrower may prepay the principal amount outstanding in whole or in part without penalty.

3. That the whole of this mortgage note, in its entirety, shall be forgiven after ten (10) years of the date first signed hereon.

RENTAL MORTGAGE

THIS MORTGAGE made this day of, 20__ BETWEEN:

 , and the

WITNESSETH, that to secure the payment of an indebtedness in the sum of

lawful money of the United States of America which indebtedness is represented by a note of the
Mortgagor, including any and all renewals and extensions thereof, dated _____, 20__
the Mortgagor does hereby grant, alien, and convey to Mortgagee all that land and premises located in the
Township of Branchburg, County of Somerset and State of New Jersey as described in deed recorded in
the Somerset County Clerk's Office in Deed Book _____, page _____

(description attached as Schedule A): provided that if the Mortgagor, his heirs, executors, and administrators do perform its undertaking hereinafter set forth, then everything herein contained shall cease and be void.

The Mortgagor makes the following representations and covenants to the Mortgagee:

1. The Mortgagor warrants that the title to the premises is in the name of the Mortgagor and no other person or corporation.
2. That the buildings on, or to be erected on said lands will be kept in good repair, and insured to the satisfaction of the Mortgagee, and the real estate taxes will be paid when due.
3. That the whole of the principal sum, shall at the option of the holder of the mortgage, become due after default in payment of any tax, or assessment, or after default in keeping the buildings insured against loss by fire and windstorm for the benefit of and to the satisfaction of the holder of the mortgage.
4. In default by the Mortgagor, his heirs, executors, administrators or assigns, when due, of any sum due in the obligation secured by this mortgage, or in default thereby of any undertaking set forth in this mortgage, the mortgagee, its successors or assigns may peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy the described land and premises, with the rents and appurtenances, without the let, suit, trouble, hindrance or denial of the Mortgagor, his heirs or assigns, or any other person or persons whatsoever.
5. If the Mortgagor, or the survivor of them, should convey or otherwise lose title to all or any part of the property covered by this mortgage, or upon the death of the survivor of the Mortgagors, or if there is a default by the Mortgagors on the note secured by this mortgage and if said default continues for thirty (30) days or if any condition of the note is not fulfilled in the manner and place specified, then the entire amount outstanding shall be due and payable at the election of the holder hereof. The Mortgagor may prepay the principal amount outstanding in whole or in part without penalty.

Age Group	Total (%)	Male (%)	Female (%)	Male (%)	Female (%)
18-24	15	15	15	15	15
25-34	25	25	25	25	25
35-44	35	35	35	35	35
45-54	45	45	45	45	45
55-64	55	55	55	55	55
65-74	65	65	65	65	65
75+	75	75	75	75	75

SS:

BE IT REMEMBERED, that on this _____ day of _____, 20__ before me the subscriber, _____ personally appeared, _____ who I am satisfied, are the Mortgagors mentioned in the within mortgage, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed, and acknowledged receipt of a true copy of the within instrument.

X. MORTGAGE NOTE (RENTER OCCUPIED REHAB)

MORTGAGE NOTE

\$ _____

Township of Branchburg, New Jersey
20__

(from now on called the "Borrower") is borrowing money from the

TOWNSHIP OF BRANCHBURG,

(from now on called the "Lender"),

The words Borrower and Lender include all borrowers and all lenders under this Note. The Lender or any other holder of this Note may transfer this Note. The word Lender includes (a) the original lender and (b) anyone who takes this Note by transfer.

1. In return for this loan, the Borrower promises to pay to the order of the Lender the sum of

This loan is interest free. The principal sum loaned shall be due and payable as provided in paragraphs 1.D and 2 hereof

The Borrower represents:

A. That the title to the property is in the name of the Borrower and no other person or corporation.

B. That the buildings on, or to be erected on said lands will be kept in good repair, and insured to the satisfaction of the Township, and the real estate taxes will be paid when due.

C. That flood insurance protection, as applicable, shall be obtained and maintained during the period of enforceability of this note.

D. That the whole of the principal shall at the demand of the Township become due after default in payment of any tax, or assessment, or after default in keeping the buildings insured against loss by fire, flood and windstorm for the benefit of and to the satisfaction of the Township.

2. If the Borrower, or the survivor of them, should convey or otherwise lose title to all or any part of the property covered by the mortgage which secures this note, or upon the death of the survivor of

the Borrowers, or if there is a default by the Borrowers of this note in the performance of their undertakings set forth in the mortgage which secures this note and if said default continues for thirty (30) days or if any condition of this note is not fulfilled in the manner and place specified, then the entire amount outstanding shall be due and payable at the election of the holder hereof. The Borrower may prepay the principal amount outstanding in whole or in part without penalty.

Y.

DEED RESTRICTION FOR RENTAL UNITS

Prepared by: _____

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rehabilitated Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTON, entered into as of this the ____ day of , 20 __, by and between the [Administrative Agent] ("Administrative Agent"), or its successor, acting on behalf of the Township of Branchburg, with offices at 1077 US Highway 202 North, Branchburg, New Jersey 08876 [a New Jersey [Corporation / Partnership / Limited Partnership having offices] at _____ the owner (the "Owner") of a residential low- or moderate-income rental property (the "Property"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received by the Owner from the Township of Branchburg regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (Description of Property).

Article 2. Description of Property

The Property consists of all the land, and improvements thereon, that is located in the Township of Branchburg, County of Somerset, State of New Jersey, and described more specifically as Block No. _____ Lot No. _____, and known by the following street address:

(Attach Schedule A with a detailed description of the Rental Property)

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of ten (10) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and the Township of Branchburg in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period).

- A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of Branchburg of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township of Branchburg within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Foreclosure

- A. This Agreement shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.
- B. The terms and restrictions of this Agreement shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing Property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing Unit.

An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Township of Branchburg and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township of Branchburg shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township of Branchburg shall

have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violations of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

[THE ADMINISTRATIVE AGENT]

BY: _____
XXXXXXXXXXXXXXXXXX
Title

[THE OWNER]

BY: _____
XXXXXXXXXXXXXXXXXX
Title

APPROVED BY THE TOWNSHIP OF BRANCBURG (IF NECESSARY)

BY: _____
XXXXXXXXXXXXXXXXXX
Title

ACKNOWLEDGEMENTS

On this the _____ day of _____, 20____ before me came _____, to me known and known to me be the Administrative Agent of the Township of Branchburg, who states that (s)he has signed said Agreement on behalf of said municipality for the purposes stated therein.

NOTARY PUBLIC

On this the _____ day of _____, 20____ before me came _____, to me known and known to me be the _____, the Owner of the Property, who states that (s)he has signed said Agreement on behalf of said municipality for the purposes stated therein.

NOTARY PUBLIC

On this the _____ day of _____, 20____ before me came _____, to me known and known to me be _____ of the Township of Branchburg identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of the Township of Branchburg, and (s)he has so executed the foregoing Agreement for the purposes stated therein.

Z.

APPLICATION REGISTER

[illegible]

Appendix 6. Prior Round Documentation

6.A. RCA Resolution

WHEREAS, a Consent Judgment in Kenneth Pizzo, Sr., et al v. Township of Branchburg, et al., Docket No. L-009651-83 was entered by the Honorable Eugene D. Serpentelli, A.J.S.C. on October 6, 1986; and

WHEREAS, this Consent Judgement provided that Branchburg would zone a tract known as the Solberg Tract so as to allow K. Hovnanian, Inc. to construct 70 low and 70 moderate income units; and

WHEREAS, that Consent Judgment was amended by Amendment to Consent Judgment, filed on February 5, 1990; and

WHEREAS, the Amendment to Consent Judgment allowed Branchburg to seek COAH approval of a regional contribution agreement (RCA), in lieu of K. Hovnanian, Inc. building 70 low and 70 moderate income units on the Solberg Tract as was originally provided in the Consent Judgment; and

WHEREAS, the Amendment to Consent Judgment states that "All issues concerning the proposed RCA are hereby transferred to COAH for its final determination, and this court does not retain jurisdiction for the same."; and

WHEREAS, the Amendment to Consent Judgment further provided that COAH had to grant substantive certification for the remaining 60 units that were not part of the Consent Judgment or the Amendment to Consent Judgment; and

WHEREAS, by Resolution Granting Substantive Certification No. 102a, dated October 3, 1990, COAH approved Branchburg's plan for the provision of the 60 units not addressed in either the Consent Judgment or the Amendment to Consent Judgment; and

WHEREAS, pursuant to Paragraph 1 of the Amendment to Consent Judgment, Branchburg now seeks to transfer 100 units of its fair share to the City of New Brunswick; and

WHEREAS, pursuant to the terms of the Amendment to Consent Judgment, the Council on Affordable Housing (COAH) has sole jurisdiction over the review and approval of the proposed RCA; and

WHEREAS, N.J.S.A. 52:27D-312 allows a municipality to transfer up to 50 percent of its fair share obligation to other municipalities within its housing region by means of a contractual agreement, designated as a Regional Contribution Agreement (RCA), into which the municipalities voluntarily enter; and

WHEREAS, Branchburg Township's pre-credited fair share obligation according to COAH methodology is 200; and

WHEREAS, Branchburg Township proposes to transfer 100 units of its obligation of 200 units to New Brunswick City; and

WHEREAS, Branchburg Township submitted a Memorandum of Understanding and a draft Contract between Branchburg Township and New Brunswick City to COAH pursuant to N.J.A.C. 5:91-12.2(b); and

WHEREAS, said Memorandum of Understanding and draft RCA Contract indicate that Branchburg Township proposes to transfer 100 units to New Brunswick City at a cost of \$26,000 per unit for a total contribution of \$2,600,000; and

WHEREAS, the transfer of RCA funds shall be used by New Brunswick City to rehabilitate 100 deficient low and moderate income dwelling units; and

WHEREAS, COAH's methodology indicates that the actual number of deficient low and moderate income dwelling units within New Brunswick City is 1,067; and

WHEREAS, N.J.S.A. 52:27D-312(c) requires the county planning board of the county in which the receiving municipality is located to review the

proposal to determine whether the RCA is in accordance with sound comprehensive regional planning; and

WHEREAS, all documentation as required by N.J.S.A. 52:27D-312(c) and N.J.A.C. 5:92-12.2(a) was submitted to the Middlesex County Planning Board; and

WHEREAS, the Middlesex County Planning Board at its June 12, 1990 meeting, gave conceptual approval to the proposed RCA and gave notice of this by letter dated July 17, 1990, and further, based upon the Middlesex County Planning Board staff review of the available information, found that the RCA with Branchburg Township and New Brunswick City was in accordance with sound comprehensive regional planning, as evidenced by the report dated July 9, 1990, a copy of which is attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, COAH has reviewed the proposed RCA agreement, and has also reviewed the report of the Middlesex County Planning Board, Exhibit A; and

) WHEREAS, COAH finds no reason to differ with the Middlesex County Planning Board's findings, and thus adopts the Board's conclusions as set forth in Exhibit A; and

WHEREAS, COAH has determined that, for the reasons set forth in the report of the Middlesex County Planning Board, and in the COAH RCA Report, a copy of which is attached hereto as Exhibit B and is incorporated herein, the proposed RCA agreement is in accordance with sound comprehensive regional planning, and provides housing units within convenient access to employment opportunities; and

WHEREAS, New Brunswick City submitted a project plan, for the rehabilitation of low and moderate owner occupied dwelling units, to the New Jersey Housing and Mortgage Finance Agency (HMFA) for review pursuant to N.J.S.A. 52:27D-312(c); and

WHEREAS, the HMFA review found the project plan to be feasible as indicated in the HMFA project approvals attached as Exhibit C; and

WHEREAS, COAH has reviewed the HMFA Report, Exhibit C, and the proposed RCA agreement; and

WHEREAS, COAH finds no basis to differ with the HMFA findings, and hereby adopts the HMFA findings that the project plan is feasible as set forth in Exhibit C; and

WHEREAS, COAH has determined that the proposed RCA agreement is feasible, for the reasons set forth in the HMFA Report, Exhibit C, and the COAH RCA Report, Exhibit B; and

WHEREAS, COAH has reviewed the proposed RCA and has determined that it complies with all necessary COAH regulations.

NOW THEREFORE BE IT RESOLVED that COAH hereby approves the RCA between Branchburg Township and New Brunswick City for the transfer of 100 units from Branchburg Township to New Brunswick City; and

BE IT FURTHER RESOLVED that Branchburg Township shall make the contribution to New Brunswick City as follows:

\$1,300,000 due 60 days after COAH grants approval of the RCA.

\$1,300,000 due one year after the due date of the first payment.

BE IT FURTHER RESOLVED that the RCA contract shall be executed within 21 days of COAH approving the RCA between Branchburg Township and New Brunswick City; and

BE IT FURTHER RESOLVED that Branchburg Township shall file the executed copy of the RCA with COAH within seven days of the execution; and

BE IT FURTHER RESOLVED that New Brunswick City shall file annual reports with the NJHMFA and COAH setting forth the progress in implementing the project within 45 days of the anniversary date of the execution of the RCA. These annual reports shall commence in 1991 with

the last report to be filed in 1996 or whenever the final transferred unit is completed; and

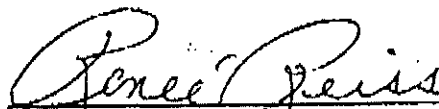
BE IT FURTHER RESOLVED that New Brunswick City shall establish a separate account for all monies received from Branchburg Township pursuant to the RCA; and

BE IT FURTHER RESOLVED that upon execution of the RCA, New Brunswick City shall enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received by New Brunswick City pursuant to the RCA; and

BE IT FURTHER RESOLVED that New Brunswick City shall file quarterly reports with COAH detailing the disbursements made from the RCA funds. Such reports shall be in a form as determined by COAH and shall contain such information as required by COAH and shall be certified by the appropriate municipal officer; and

BE IT FURTHER RESOLVED that COAH shall file a copy of this resolution with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, pursuant to N.J.S.A. 52:27D-312 (d).

I hereby certify that this Regional Contribution Agreement was duly adopted by the Council on Affordable Housing at its public meeting on *November 7, 1990*.



Renee R. Reiss, Secretary
Council on Affordable Housing

d0819v
11/7/90

6.B. Cedar Brook

22923 ✓

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SOMERSET COUNTY
1992 JUL 23 A 10:12
R.P. WIDIN, CLERK

AFFORDABLE HOUSING PLAN
FOR
CEDAR BROOK AT BRANCBURG CONDOMINIUM

A RESIDENTIAL DEVELOPMENT OF
K. HOVNANIAN AT BRANCBURG III, INC.

Prepared By: Edward A. Israelow

Edward A. Israelow
Attorney at Law of New Jersey
K. Hovnanian at Branchburg III, Inc.

Record and Return to:

Edward A. Israelow
K. Hovnanian at Branchburg III, Inc.
117 North Center Drive, PO Box 6025
North Brunswick, NJ 08902

REC 7/23/92

RECORDED IN DEED

1866PG256

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2. Part of Association	1
3. Floor Plans	1
4. Location	2
5. Condominium Charges and Assessments	2
6. Deeds of Conveyance Provisions	2
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8. Covenants Running with Land	3
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AFFORDABLE HOUSING PLAN
FOR
CEDAR BROOK AT BRANCHBURG CONDOMINIUM

1. Introduction: Initial Sales Prices. K. Hovnanian at Branchburg III, Inc. ("Sponsor") will construct 20 moderate income condominiums and 20 low income condominiums within the proposed development known as Cedar Brook at Branchburg Condominium. These units will be distributed throughout the development as described further in this plan.

The initial sales prices of these Affordable Condominiums shall be established so that, after a downpayment of 10%, the monthly principal, interest, taxes, insurance and condominium fees, do not exceed 28% of the applicable eligible gross monthly income.

The following criteria shall be applied in determining the sales prices: a two person family shall be presumed to occupy a one bedroom unit; a three person family shall be presumed to occupy a two bedroom unit; a five person family shall be presumed to occupy a three bedroom unit. The median income limits for such families shall be determined by reference to the uncapped Section 8 HUD income limits for Somerset County. The average price of the low and moderate income units shall be affordable to households at 57.5% of the median income for Somerset County for the presumed family that occupies a given unit. By way of example, the 1991 median income in Somerset County for a family of 3 is \$48,060. Thus, the average price for the two (2) bedroom low and moderate income units (a three person family is presumed to occupy a 2 bedroom unit) shall be affordable to families with an income of \$27,635 (\$48,060 X .575), using the criteria to establish sales prices as set forth above.

This development will have six categories of Affordable Condominiums: 1 bedroom Low Income Condominium (5 units); 1 bedroom Moderate Income Condominium (5 units); 2 bedroom Low Income Condominium (10 units); 2 bedroom Moderate Income Condominium (10 units); 3 bedroom Low Income Condominium (5 units); and 3 bedroom Moderate Income Condominium (5 units).

2. Part of Association. The Affordable Condominiums will be located within Cedar Brook at Branchburg Condominium and shall be a part of the Association, and be subject to the same rules and regulations and entitled to the same rights and privileges as any and all other Units within the Association.

3. Floor Plans. The Affordable Condominiums shall consist of at least the floor plans described below:

- A. Model 770 (1 bedroom) - Exhibit A;
- B. Model 990 (2 bedroom) - Exhibit B; and
- C. Model 1140 (3 bedroom) - Exhibit C.

BK 1866 PG 258

The Affordable Condominiums actually constructed will be substantially similar to those shown in Exhibits A, B and C. K. Hovnanian at Branchburg III, Inc. shall have the right to add additional or modify floor plans so long as they meet the criteria and provisions set forth in this Affordable Housing Plan and are approved by the Township of Branchburg.

4. Location. K. Hovnanian at Branchburg III, Inc. shall sell or rent a total of 40 Affordable Condominiums, 20 Units to Moderate Income Families and 20 Units to Low Income Families. The building, unit, model type, block and lot of each of these 40 Affordable Condominiums is contained in Exhibit D of this Plan.

5. Condominium Charges and Assessments. Any and all assessments by the Cedar Brook at Branchburg Condominium Association upon any Affordable Condominium shall be limited to 33 1/3% of the total individual unit assessment which would have been levied upon all Condominium Units in Cedar Brook at Branchburg Condominium had such assessment been allocated equally to each and every Condominium Unit both Market and Affordable. Commencing upon the date on which the provisions of this Plan and the provisions of the Affordable Housing Agreement (sample Agreement is annexed as Exhibit E) expire or terminate as to a particular Affordable Condominium, that Affordable Condominium shall pay assessments in the same manner as a Market Unit. At no time shall the Association levy an assessment upon an Affordable Condominium for an Association expense for which Market Condominiums are not also being assessed.

Neither the Developer nor the Association shall amend or alter the provisions of this paragraph, or the provisions of the Affordable Housing Plan, without first obtaining the approval of the Township of Branchburg. Any such approved amendments or modifications of this Plan shall be in writing and shall contain proof of Township approval and shall not be effective unless and until recorded with the Somerset County Clerk.

6. Deeds of Conveyance Provisions. The deeds of conveyance from K. Hovnanian at Branchburg III, Inc. to the purchasers of Affordable Condominiums shall include the following clause:

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Agreement" dated _____, to be recorded simultaneously herewith, and the "Affordable Housing Plan for Cedar Brook at Branchburg Condominium" dated _____ which plan was filed in the Office of the Clerk of Somerset County in Deed Book _____ at Page _____ on _____ and is on file with the Branchburg Township Clerk. This is a _____ income unit.

The above clause shall be in addition to the clause stating that the Unit is subject to the provisions of the Master Deed for Cedar Brook at Branchburg

Condominium, which clause will also appear in the deeds for all Units in this development.

7. Affordable Housing Agreement. At the time of closing title, each purchaser of an Affordable Condominium shall be required to sign the Affordable Housing Agreement annexed hereto as Exhibit E, the "Second Repayment Mortgage" annexed hereto as Exhibit F, and the "Second Mortgage Repayment Note" annexed hereto as Exhibit G.

8. Covenants Running With Land. The provisions of this Affordable Housing Plan shall constitute covenants running with the land with respect to each Affordable Condominium affected hereby, and shall bind all purchasers of each such Unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Plan.

9. Agreement. K. Hovnanian at Branchburg III, Inc. shall construct the 40 Affordable Condominiums and agrees that all such designated Affordable Condominiums shall be sold in accordance with the provisions of this Affordable Housing Plan.

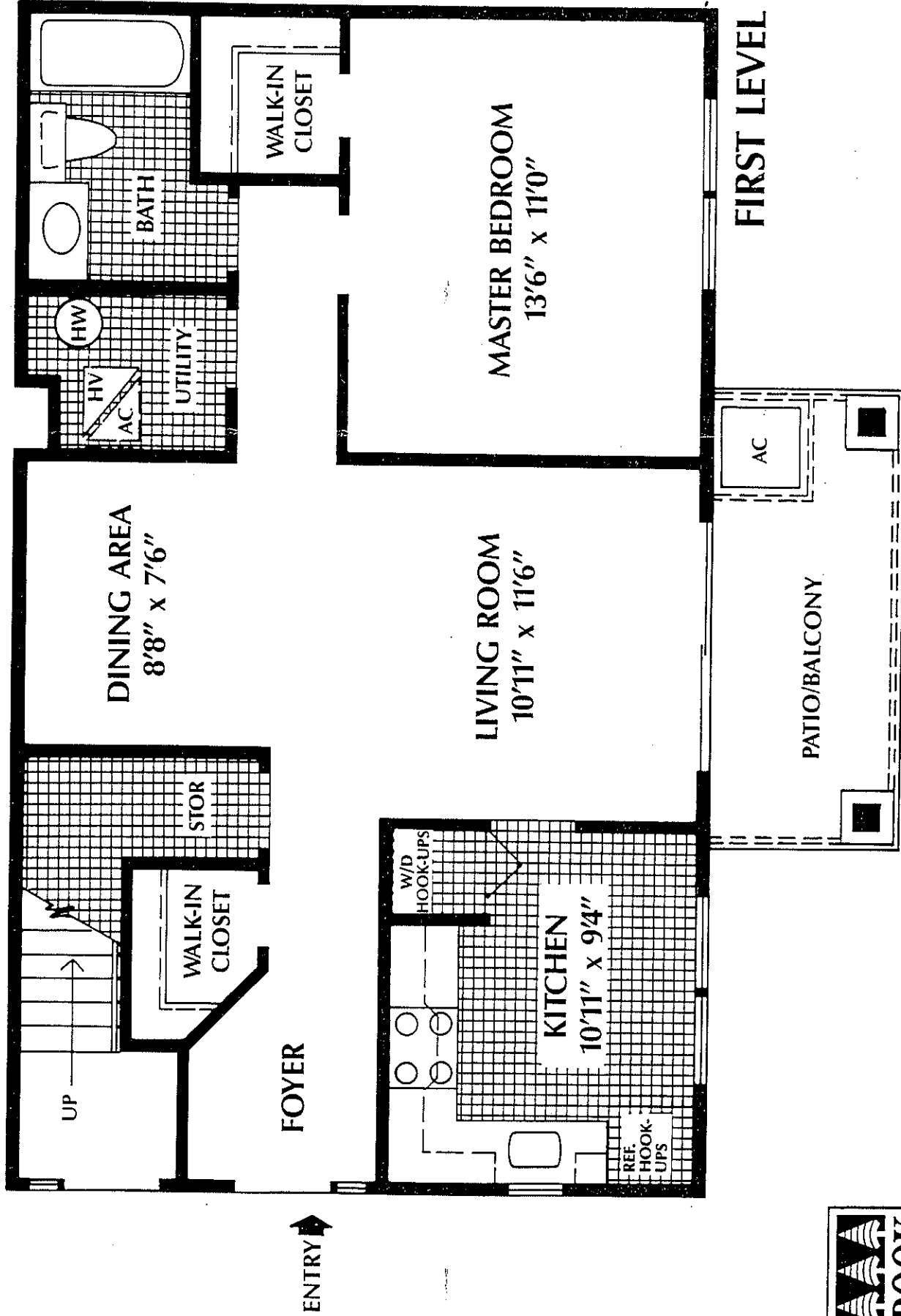
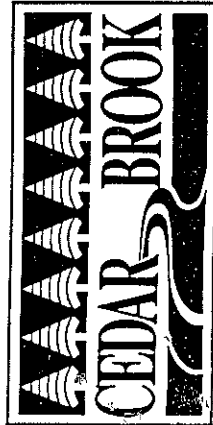
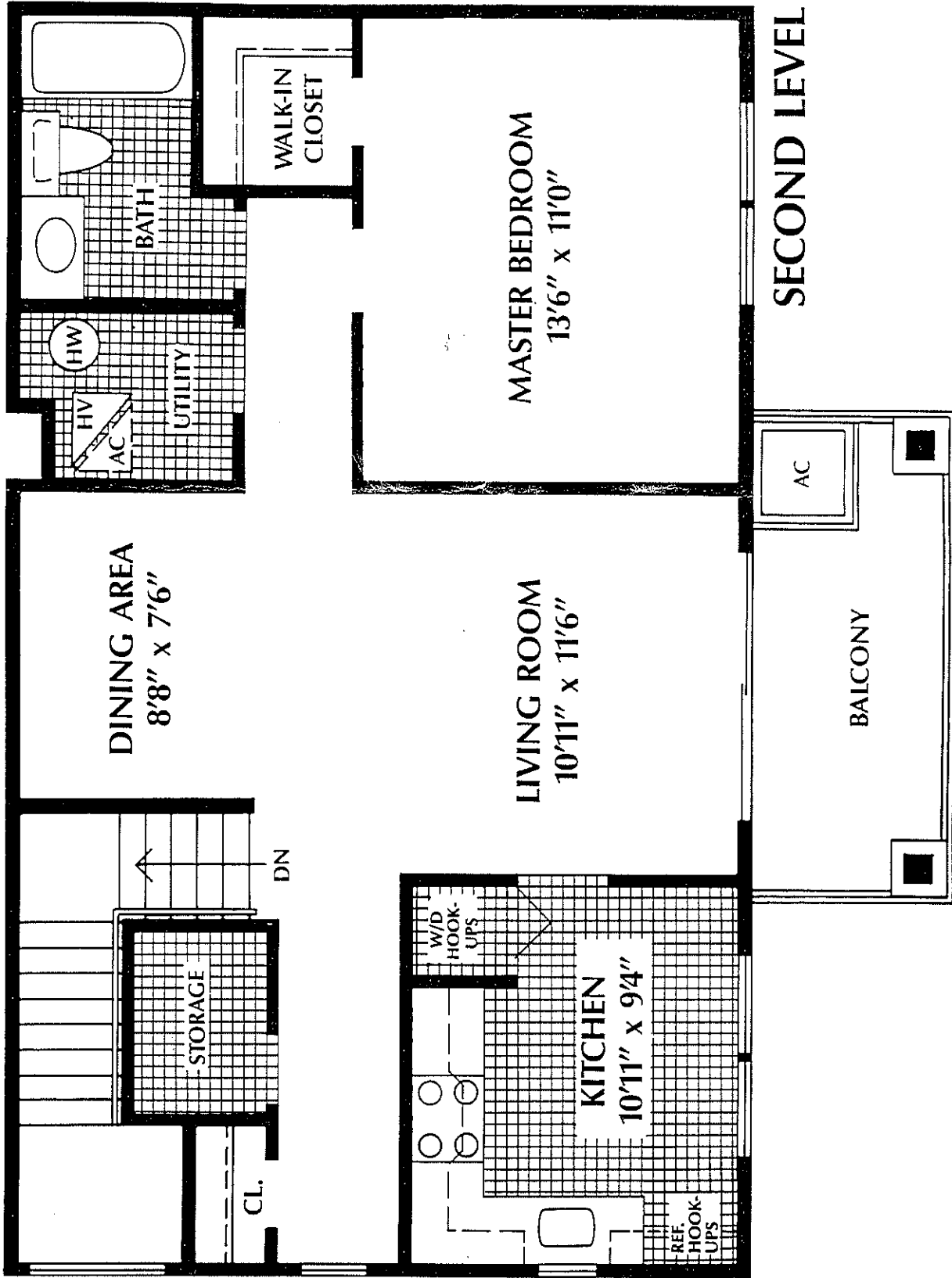


Exhibit A
BK | 866 Pg 26 |

ML 770



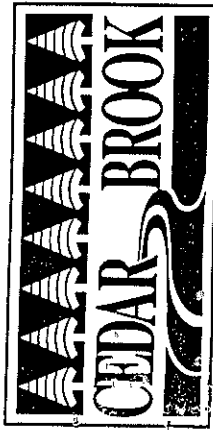
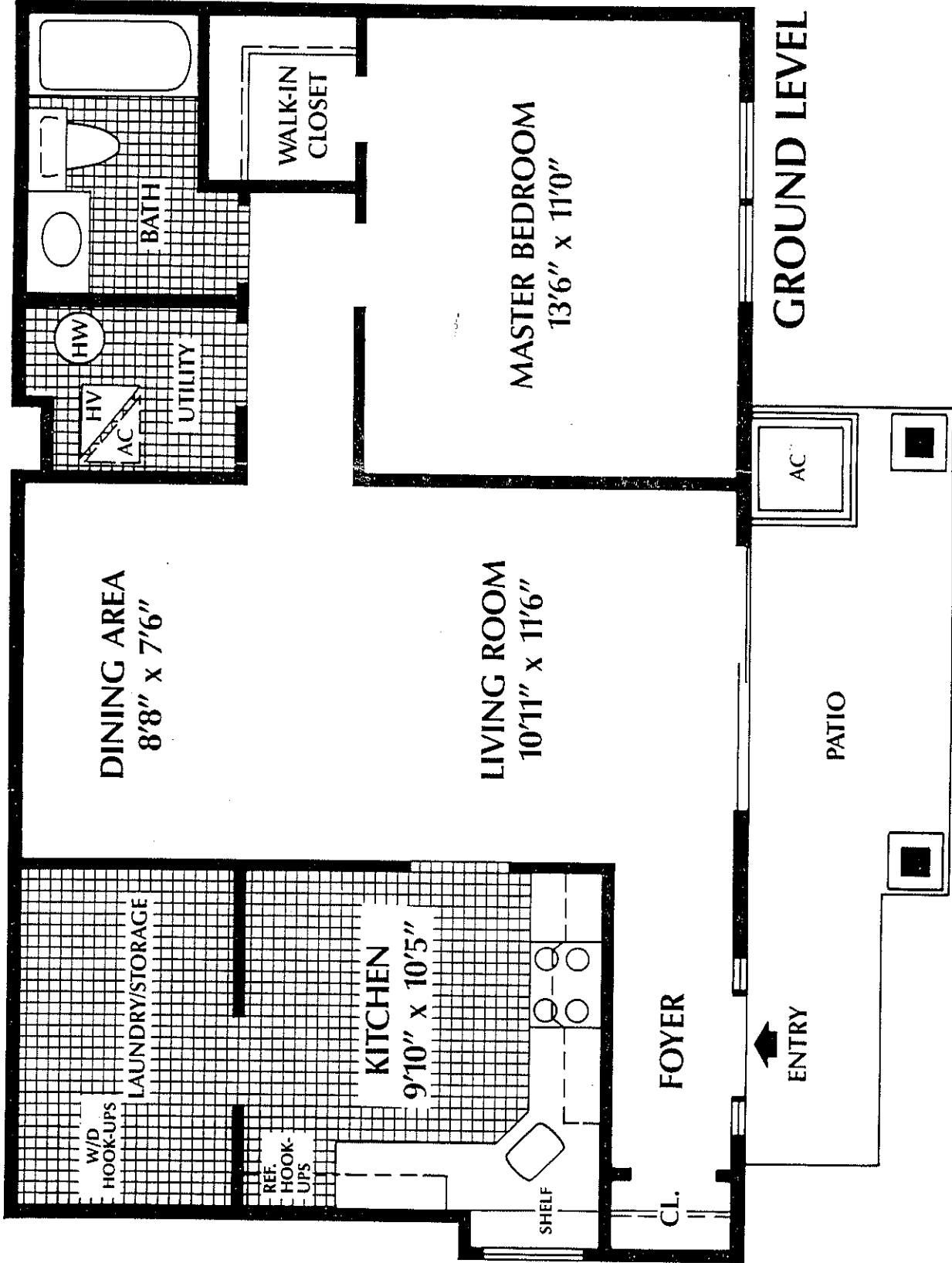
K. HOVNANIAN AT BRANCHBURG III, INC.

ALL DIMENSIONS ARE APPROXIMATE.

BK 1866 Pg 262

Exhibit A-1

ML 770

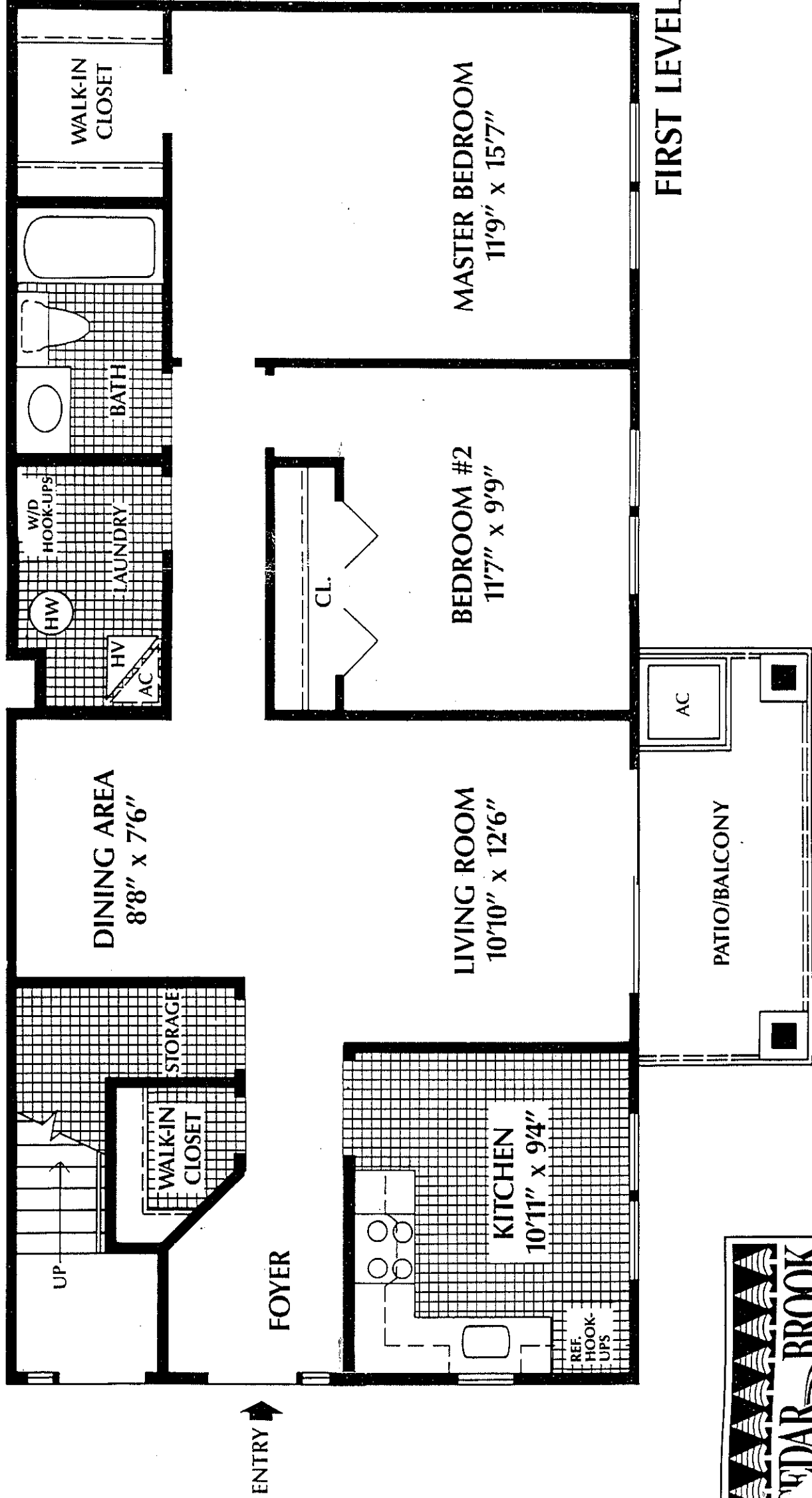


K. HOVSEYANIAN AT BRANCHBURG III, INC.

ALL DIMENSIONS ARE APPROXIMATE.

Exhibit A-2 BK 1866 Pg 263

ML 990



AFFORDABLE HOUSING PLAN
FOR
CEDAR BROOK AT BRANCHBURG CONDOMINIUM

1. Introduction: Initial Sales Prices. K. Hovnanian at Branchburg III, Inc. ("Sponsor") will construct 20 moderate income condominiums and 20 low income condominiums within the proposed development known as Cedar Brook at Branchburg Condominium. These units will be distributed throughout the development as described further in this plan.

The initial sales prices of these Affordable Condominiums shall be established so that, after a downpayment of 10%, the monthly principal, interest, taxes, insurance and condominium fees, do not exceed 28% of the applicable eligible gross monthly income.

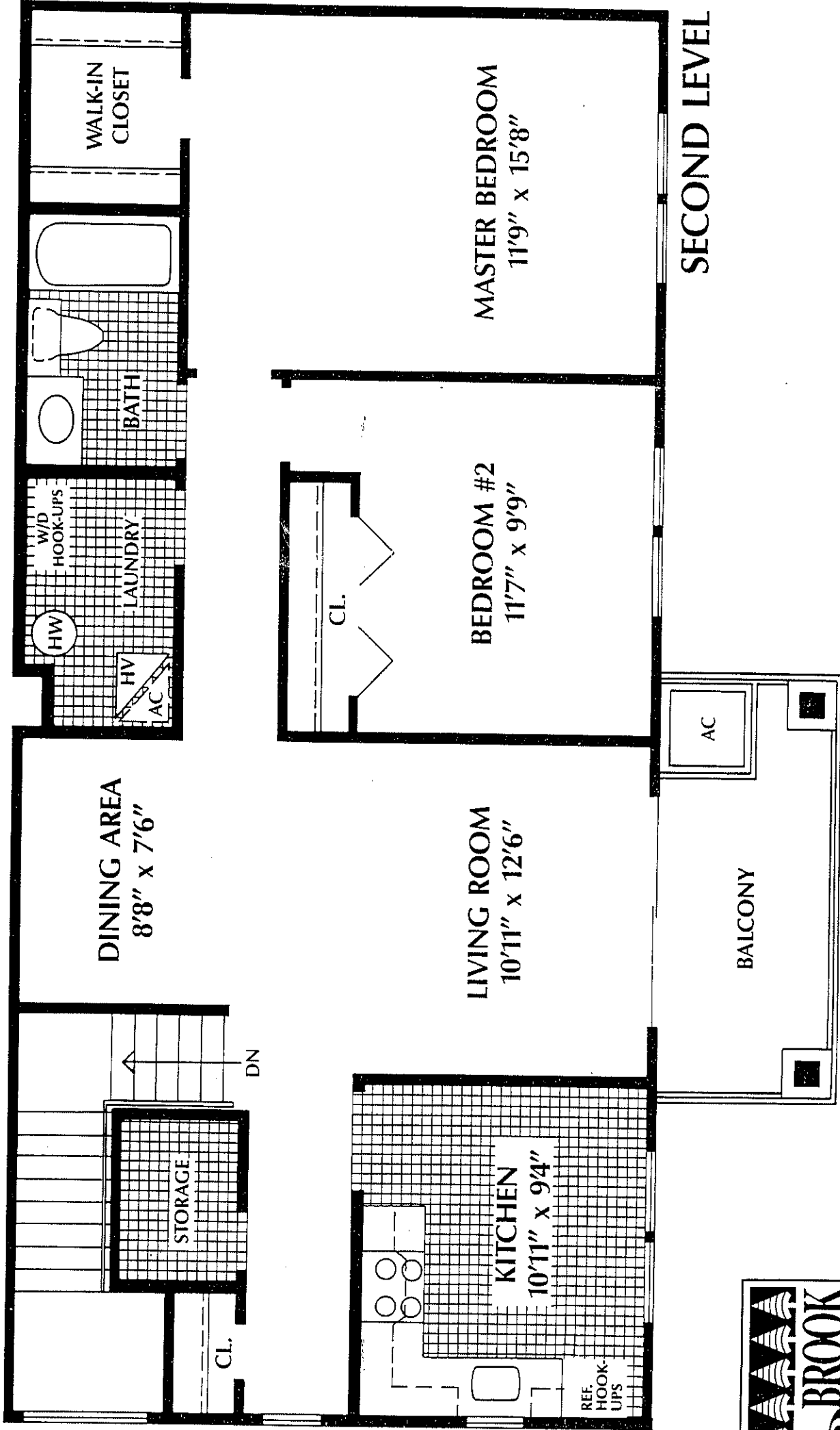
The following criteria shall be applied in determining the sales prices: a two person family shall be presumed to occupy a one bedroom unit; a three person family shall be presumed to occupy a two bedroom unit; a five person family shall be presumed to occupy a three bedroom unit. The median income limits for such families shall be determined by reference to the uncapped Section 8 HUD income limits for Somerset County. The average price of the low and moderate income units shall be affordable to households at 57.5% of the median income for Somerset County for the presumed family that occupies a given unit. By way of example, the 1991 median income in Somerset County for a family of 3 is \$48,060. Thus, the average price for the two (2) bedroom low and moderate income units (a three person family is presumed to occupy a 2 bedroom unit) shall be affordable to families with an income of \$27,635 ($\$48,060 \times .575$), using the criteria to establish sales prices as set forth above.

This development will have six categories of Affordable Condominiums: 1 bedroom Low Income Condominium (5 units); 1 bedroom Moderate Income Condominium (5 units); 2 bedroom Low Income Condominium (10 units); 2 bedroom Moderate Income Condominium (10 units); 3 bedroom Low Income Condominium (5 units); and 3 bedroom Moderate Income Condominium (5 units).

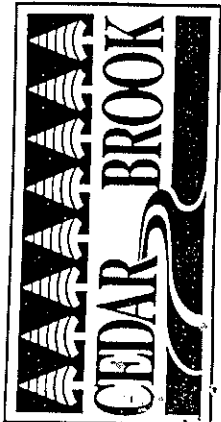
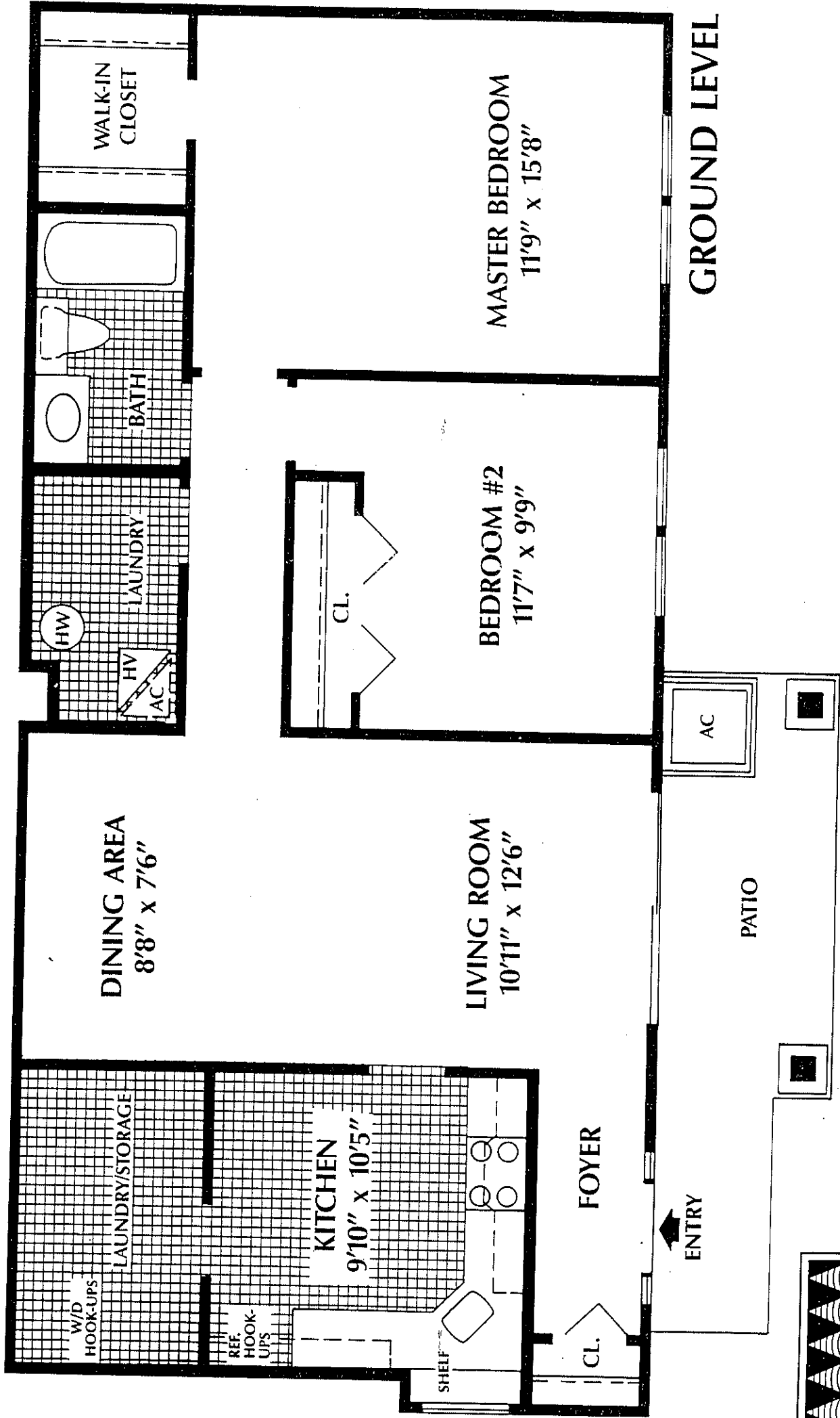
2. Part of Association. The Affordable Condominiums will be located within Cedar Brook at Branchburg Condominium and shall be a part of the Association, and be subject to the same rules and regulations and entitled to the same rights and privileges as any and all other Units within the Association.

3. Floor Plans. The Affordable Condominiums shall consist of at least the floor plans described below:

- A. Model 770 (1 bedroom) - Exhibit A;
- B. Model 990 (2 bedroom) - Exhibit B; and
- C. Model 1140 (3 bedroom) - Exhibit C.



ML 990



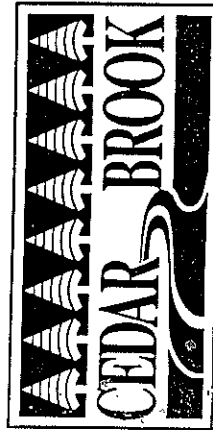
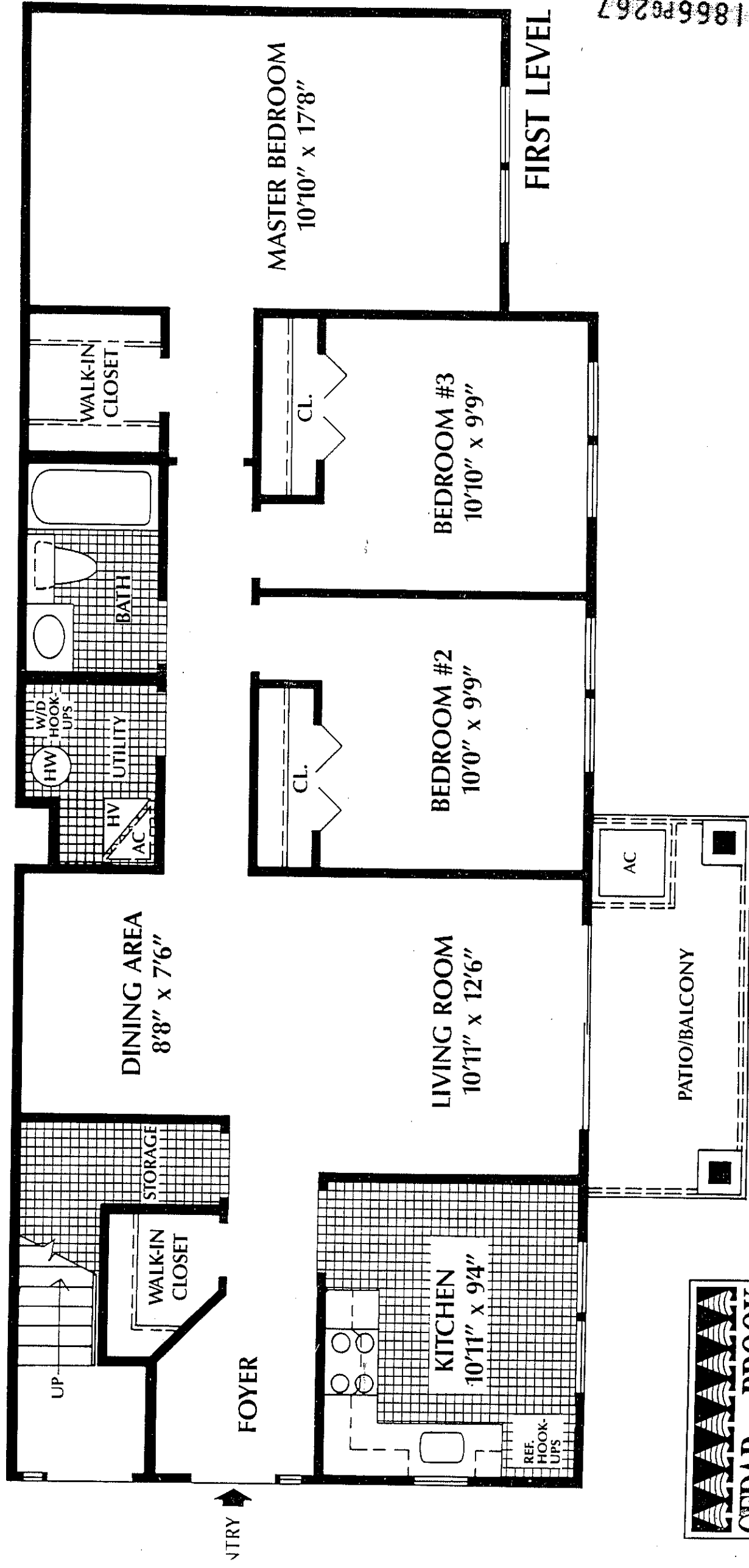
K. HOVNANIAN AT BRANCHBURG III, INC.

BK | 866 PG 266

Exhibit B-2

ALL DIMENSIONS ARE APPROXIMATE.

ML 1140



K. HOVNANIAN AT BRANCHBURG III, INC.

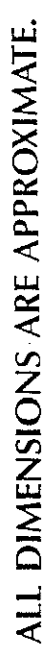
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BK 1866P0267

Exhibit C

11

89799981 BK

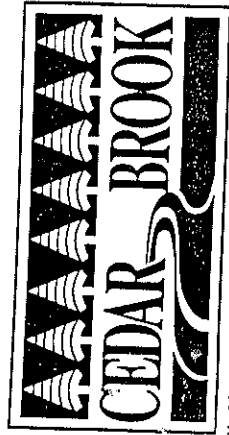
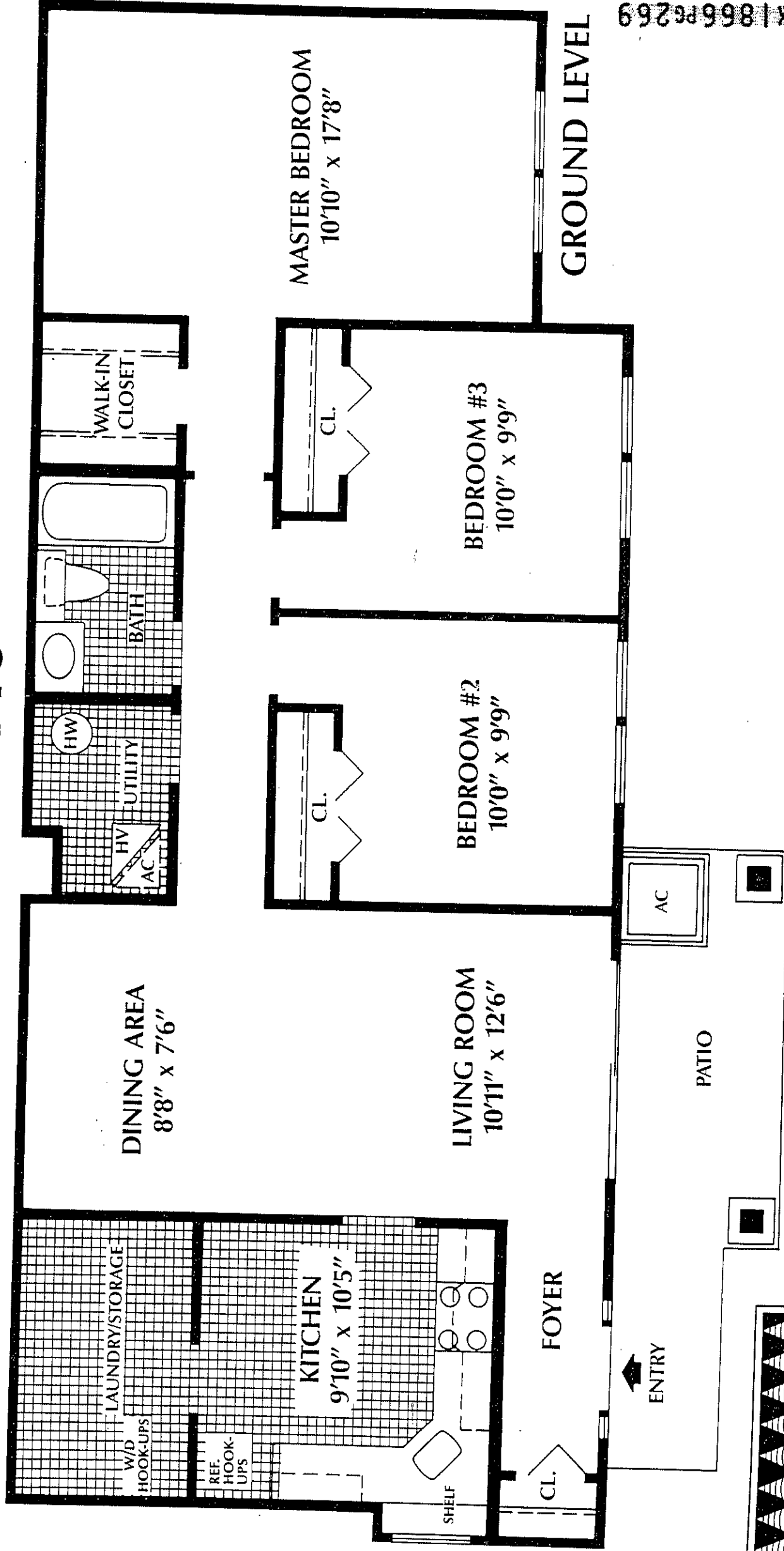


ML 1140

12

Exhibit C-2

BK 1866 PC 269



K. HOVNANIAN AT BRANCHBURG III, INC.

CEDAR BROOK AT BRANCHBURG
TOWNSHIP OF BRANCHBURG, COUNTY OF SOMERSET, STATE OF NEW JERSEY
AFFORDABLE HOUSING UNITS

<u>BUILDING No.</u>	<u>UNIT No.</u>	<u>MODEL TYPE*</u>	<u>BLOCK</u>	<u>LOT</u>
02	A2	GH 990 M	17.15	2.16
02	A3	GH 990 M	17.15	2.17
02	B3	GH 990 M	17.15	2.18
02	B2	GH 990 M	17.15	2.19
02	B1	GH 990 M	17.15	2.20
02	H2	GH 990 L	17.15	2.11
02	H3	GH 990 L	17.15	2.12
02	C3	GH 990 L	17.15	2.13
02	C2	GH 990 L	17.15	2.14
02	C1	GH 990 L	17.15	2.15
02	G2	GH 770 L	17.15	2.06
02	G3	GH 770 L	17.15	2.07
02	D3	GH 770 M	17.15	2.08
02	D2	GH 770 M	17.15	2.09
02	D1	GH 770 L	17.15	2.10
02	F2	GH 1140 L	17.15	2.01
02	F3	GH 1140 L	17.15	2.02
02	E3	GH 1140 M	17.15	2.03
02	E2	GH 1140 M	17.15	2.04
02	E1	GH 1140 L	17.15	2.05
03	A2	GH 990 M	17.15	3.16
03	A3	GH 990 M	17.15	3.17
03	B3	GH 990 M	17.15	3.18
03	B2	GH 990 M	17.15	3.19
03	B1	GH 990 M	17.15	3.20
03	H2	GH 990 L	17.15	3.11
03	H3	GH 990 L	17.15	3.12
03	C3	GH 990 L	17.15	3.13
03	C2	GH 990 L	17.15	3.14
03	C1	GH 990 L	17.15	3.15
03	G2	GH 770 L	17.15	3.06
03	G3	GH 770 M	17.15	3.07
03	D3	GH 770 M	17.15	3.08
03	D2	GH 770 L	17.15	3.09
03	D1	GH 770 M	17.15	3.10
03	F2	GH 1140 L	17.15	3.01
03	F3	GH 1140 L	17.15	3.02
03	E3	GH 1140 M	17.15	3.03
03	E2	GH 1140 M	17.15	3.04
03	E1	GH 1140 M	17.15	3.05

*MODEL TYPE

M = Moderate Income Units
L = Low Income Units

GH 770 - 1 Bedroom
GH 990 - 2 Bedroom
GH 1140 - 3 Bedroom

Exhibit D

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
AFFORDABLE HOUSING AGREEMENT

Prepared by:

A DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this _____ day of _____, _____ between _____ owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and _____ thereafter "AUTHORITY", _____ both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least _____ years beginning on _____ and ending at the first non-exempt transfer of title after _____ unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income-eligible households for that period of time described in Section III TERM OF RESTRICTIONS.

Exhibit E

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income-eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt. *

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

*Means any of the following:

1. A father, mother, grandparent, grandchildren, husband or wife;
 2. A child or children of a decedent, including any stepchild of a decedent or child or children adopted by a decedent in conformity with the laws of this State, or of any of the United States or of a foreign country;
 3. The issue of any child or legally adopted child of a decedent;
- or
4. Any child to whom the decedent for not less than ten years prior to the transfer stood in the mutually acknowledged relationship of a parent, provided the relationship began at or before the child's fifteenth birthday and was continuous for ten years thereafter.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block _____ Lot _____ Municipality _____

County _____ # of Bedrooms _____

Complete Street Address & Unit # _____

City _____ State _____ Zip _____

III. TERM OF RESTRICTIONS

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:92-5.3(b); or at the first non-exempt sale after thirty (30) years

from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the maximum allowable price established by the authority be lower than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTIONS shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to twenty (20) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTIONS.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than contemporaneously with the filing of the unit deed.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTIONS. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE

HOUSING AGREEMENT dated _____, to be recorded simultaneously herewith, and the "Affordable Housing Plan for Cedar Brook at Branchburg Condominium" dated _____, which plan was filed in the Office of the Clerk of Somerset County in Deed Book _____ at Page _____ on _____ and is on file with the Branchburg Township Clerk. This is a _____ income unit."

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income Information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in

calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinated only to the first Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or

an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums. First

Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, ethics on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing

Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in SECTION II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:

Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

Dated: _____

ATTEST: _____

By: _____
Signature (Owner)

Signature (Co-Owner)

Dated: _____

ATTEST: _____

By: _____
Signature (Authority)

STATE OF NEW JERSEY)

_____)ss

COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____,

198 _____, before me, the subscriber, _____ personally ap-

peared _____ who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument: that is the Affordable Housing

Agreement of the described Property: that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid.

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING

SECOND REPAYMENT MORTGAGE

Prepared by:

This Mortgage made on _____, 19 _____ between
_____ (referred to as "Borrower") and
_____ (referred to as the "Authority"), which Authority
is an instrumentality of _____ (referred to as the "Municipality")

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a note dated _____. The Borrower promises to pay the amounts due under the Note and to abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the _____ of _____ County of _____ and State of New Jersey, specifically described as follows:

Street Address: _____

Lot No.: _____ Block No.: _____

Also more particularly described as:

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.

Exhibit F

3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGEMENTS

1. The Borrower acknowledges and understands that:

(a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and

(b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and

(c) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, an Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property; and

(d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.

2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:

(a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.

(b) At the first non-exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.

2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.

3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.

5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act, (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable resale price, the method of repayment described in item 1(b) of the section entitled "Borrower's Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable, and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to lenders, who hold mortgages, and also all rights the law gives to the Authority and/or Municipality under the Affordability Controls. The rights given to the Authority and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrower and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Authority will cancel this Mortgage at its expense.

DEFAULT

The Authority may declare the Borrower in default on the Note and this Mortgage if:

1. The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
2. The Borrower fails to make any payment required by the Note and this Mortgage;

3. The Borrower fails to keep any other promise made in this Mortgage;
4. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
5. The holder of any lien on the Property starts foreclosure proceedings; or
6. Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the rights of the First Mortgage, all rights given by law or set forth in this Mortgage.

NOTICES

All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

NO WAIVER BY AUTHORITY

The Authority may exercise any right under this Mortgage or under any law, even if the Authority has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Authority does not waive its right to declare the Borrower is in default by making payments or incurring expense on behalf of the Borrower.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Authority may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

SECOND MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Mortgage executed contemporaneously herewith.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority.

SIGNATURES

The Borrower agrees to the terms of this Mortgage by signing below.

WITNESS: _____

TO THE REGISTER OR CLERK, Record and return to:

County: _____

This mortgage is fully paid and satisfied.
I authorize you to cancel it of Record.

Lender: _____

I certify that the Lender's signature is genuine.

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
SECOND MORTGAGE REPAYMENT NOTE

_____, 1989 _____, New Jersey

FOR VALUE RECEIVED _____ (referred to as the "Borrower") promises to pay to _____ (referred to as the "Authority") an instrumentality of _____ (the "Municipality") the amounts specified in this Note and promises to abide by the terms contained below. This mortgage is subordinate to the first mortgage executed contemporaneously herewith.

REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Borrower is giving the Authority a Mortgage, dated _____. The Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Mortgage.

BORROWER'S PROMISE TO PAY AND OTHER TERMS

1. The Property is subject to terms, restrictions and conditions that prohibit its sale at a fair market price for an established period of time. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds a maximum allowable resale price established by the Authority.

(a) All proceeds received during the restricted period in excess of the restricted amount shall be paid to the Authority.

(b) At the first non-exempt sale of the Property after restrictions have ended, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period of resale (the "Price Differential") to the Authority.

2. The amount due and payable to the Authority shall be calculated as follows:

FAIR MARKET PRICE less
MAXIMUM ALLOWABLE RESALE PRICE
equals
PRICE DIFFERENTIAL

Exhibit G

BORROWER'S PROCEEDS
equals
MAXIMUM ALLOWABLE RESALE PRICE
plus 5% of PRICE DIFFERENTIAL

AMOUNT OF NOTE
equals
FAIR MARKET PRICE less
BORROWER'S PROCEEDS

WAIVER OF FORMAL ACTS

The Borrower waives its right to require the Authority to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

RESPONSIBILITY UNDER NOTE

All Borrowers signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Authority may enforce this Note against any one or more of the Borrowers or against all Borrowers together.

SIGNATURES

The Borrower agrees to the terms of this Note by signing below.

WITNESSED: _____

_____ L.S.
_____ L.S.

Dated: July 21, 1992

Attest:

Edward A. Israelow
Edward A. Israelow,
Assistant Secretary

Prepared By:

Edward A. Israelow
Edward A. Israelow
Attorney at Law of New Jersey

K. Hovnanian at Branchburg III, Inc.

By: Bruce M. Grosse
Bruce M. Grosse,
President

State of New Jersey :
:ss
County of Monmouth :

I certify that on July 21, 1992, Edward A. Israelow, personally came before me and he acknowledged under oath, to my satisfaction, that: he is the Assistant Secretary of K. Hovnanian at Branchburg III, Inc., the corporation named in this Affordable Housing Plan; he is the attesting witness to the signing of this Affordable Housing Plan by the proper corporate officer who is Bruce M. Grosse, the President of the corporation; this Affordable Housing Plan was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; he knows the proper seal of the corporation which was affixed to this Affordable Housing Plan; he signed this proof to attest to the truth of these facts.

Edward A. Israelow
Edward A. Israelow

Sworn and subscribed to before
me on July 21, 1992.

Cynthia Negrin
Notary Public
CYNTHIA NEGRIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 24, 1994

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#23#7189 M00092.00 CA

92.00 ch tw

See Addendum Master Deed # 13538 BK 2008 Pg 900
See Addendum Master Deed # 13525 BK 2008 Pg 859
See Addendum Master Deed # 341679 BK 1973 Pg 455
See Addendum Master Deed # 34660 BK 1973 Pg 424
See Third Amendment to # 30260 Book 1874 Pg 793
See Second Amendment to # 12862 Book 1855 Pg 182
See First Amendment to # 751 Book 1843 Pg 12

25451

RECORDED/FILED
51 OCT 30 AM 9:21
R.P. WICKS, CLERK

MASTER DEED
OF CEDAR BROOK AT BRANCHBURG CONDOMINIUM

PREPARED BY: Edward A. Israelow
EDWARD A. ISRAELOW, ESQ.
AN ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY

RECORD AND RETURN TO:
EDWARD A. ISRAELOW, ESQ.
E. HOVNANIAN COMPANIES OF CENTRAL JERSEY, INC.
10 HIGHWAY 35, PO BOX 500
RED BANK, NJ 07701

RECORDED IN DEED

BK 1834 PG 475

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EXHIBIT

ITEM

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MASTER DEED
OF CEDAR BROOK AT BRANCHBURG CONDOMINIUM

This Deed, made this 28th day of October, 1991 by K. Boyanian at Branchburg III, Inc. a corporation of the State of New Jersey, with its principal office at 10 Highway 35, in the Township of Middletown, County of Monmouth, and State of New Jersey, hereinafter referred to as "Sponsor".

Whereas, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof; and

Whereas, it is the present intention of the Sponsor to construct, in stages, a condominium consisting ultimately of 250 units, pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. (The Condominium Act) under the name of Cedar Brook at Branchburg Condominium; and

Whereas, the Sponsor at this time intends to establish the condominium initially as a twenty (20) unit condominium reserving the right, but not the duty, to add additional sections, buildings, and units to the condominium and to those ends to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

THEREFORE, WITNESSETH:

1.00 Establishment of Condominium. Sponsor does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and premises owned by it in the Township of Branchburg, County of Somerset and State of New Jersey, being more particularly described, on Exhibits "C" and "D" as "Phase 15, Cedar Brook at Branchburg Condominium" to the form of ownership known and designated as condominium as provided by and in accordance with the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et. seq.) for the specific purpose of, creating and establishing Cedar Brook at Branchburg Condominium (the "Condominium") and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium, subject to Sponsor's rights to amend as set forth in paragraph 10.

2.00 Definitions. For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

2.01 "Affordable Condominium" shall mean a condominium unit in Cedar Brook at Branchburg which has been designated as either a low income condominium or a moderate income condominium as the case may be, pursuant to the Affordable Housing Plan.

2.02 "Association" shall mean the Cedar Brook at Branchburg Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of the Condominium as provided in this Master Deed and the Bylaws.

2.03 "Board" shall mean the Board of Trustees of the Association and any reference herein or in the Certificate of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the membership of the Association, unless the context expressly indicates to the contrary.

2.04 "Building" shall mean each of the enclosed structures located on the Property containing Units.

2.05 "Bylaws" shall mean the Bylaws of the Association, a copy of which document is attached hereto and made a part hereof as Exhibit "F", together with all future amendments or supplements thereto.

2.06 "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Association together with all future amendments or supplements thereto.

2.07 "Common Elements" shall include both General Common Elements and Limited Common Elements, and shall have the same meaning as "Common Elements" under N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraphs 3.02 and 3.04 hereof, or the specific definitions set forth herein.

2.08 "Common Expenses" sometimes referred to herein as "Common Charges" shall, subject to the provisions of Paragraph 5.10 hereof and the specific definitions set forth herein, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses incurred by the Association or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.09 "Condominium" shall mean (i) all the lands and premises described in Exhibits "C" and "D"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; (iv) the entire entity created by the execution and recording of this Master Deed; and (v) any and all lands, premises, roads, interests, improvements, privileges which may be added to the condominium from or on the premises described in Exhibits "A" and "B".

2.10 "Condominium Act" shall mean the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

2.11 "Eligible Mortgage Holder" shall mean and refer to any Institutional Lender who is the holder of a first mortgage encumbering any Unit and who has requested notice of any proposed action by the Association which requires the consent of a specified percentage of Eligible Mortgage Holders.

2.12 "General Common Elements" shall mean those Common Elements which are for the use or benefit of all of the Unit Owners, as more specifically described in Paragraph 3.02 of this Master Deed.

2.13 "Institutional Lender" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association or other financial institution, pension fund or governmental agency which is the record owner of any mortgage loan which encumbers any Unit(s).

2.14 "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium, including any sublease.

2.15 "Limited Common Elements" shall have the same meaning as "Limited Common Elements" under N.J.S.A. 46:8B-3(k), except as may be modified by the provisions of Paragraph 3.04 hereof or by the specific definitions set forth herein.

2.16 "Master Deed" shall mean this instrument together with all future amendments or supplements thereto.

2.17 "Permitted Mortgage" shall mean and refer to any first mortgage lien encumbering a Unit held by an Institutional Lender, or which is a purchase money mortgage held by the Seller of a Unit (including Sponsor), or any mortgage lien which is expressly subordinate to any existing or future common expense liens imposed against a Unit by the Association.

2.18 "Property" shall mean the land and premises described in Exhibits "C" and "D" and all improvements now or hereafter constructed in, upon, over or through such land and premises and all land or premises described in Exhibits "A" and "B" which may be added to the Condominium and property by duly recorded amendments to this Master Deed.

2.19 "Rules and Regulations" shall mean the Rules and Regulations of the Association, together with all future amendments or supplements thereto. The Association shall not be required to record either the original or any amendments or supplements to the Rules and Regulations.

2.20 "Sponsor" shall mean and refer to K. Hovnanian at Branchburg III, Inc., a New Jersey corporation, its successors and assigns (excluding other Unit Owners). Sponsor shall also mean and include the term "Developer".

2.21 "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use, all as more specifically described in Paragraph 3.01 hereof and as shown on Exhibits "D" and "E" and on the floor plans in Exhibit "G", respectively attached hereto and made a part hereof. The term shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

2.22 "Unit Owner(s)" shall mean those persons or entities in whom record fee simple title to any unit is vested as shown in the records of the Clerk of Somerset County, New Jersey, including the Sponsor unless the context expressly indicates otherwise, but despite any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a Unit Owner.

Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3.00 General Description of Condominium. The Sponsor has under construction on the Property, a project known and designated as the Cedar Brook at Branchburg Condominium according to the survey of the Property and the plans attached hereto as Exhibits "D" and "G", respectively. The plans contain the dimensions of the several units at floor level, the elevation of all floors and ceilings from United States Coast and Geodetic Survey datum, and the location and dimensions of the perimeter walls of each unit with reference to established geographical points. The project consists of 250 multifamily dwelling units which will be substantially in accord with the floor plans attached as Exhibit "G". As construction may be progressive and in phases based on market and other factors, those units which are not completed at the time of the recording of this instrument, shall be deemed in all respects when completed, to be subject to the provisions of this instrument.

The Sponsor, in order to implement the condominium plan of ownership for the Property, improvements and prospective improvements, covenants and agrees that it hereby establishes the Property and all of the improvements erected and to be erected thereon into the following fee simple estates and other component parts.

3.01 Description of Units. Twenty (20) separate parcels of real property, being the Units, hereinafter more particularly described and as shown on Exhibits "G" and "D". Exhibit "G" describes the room layouts of the several units at floor level.

Each Unit consists of:

(A) all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

Bottom: The bottom is an imaginary horizontal plane through the highest point of the interior surface of each portion of the uppermost subfloor, generally concrete or gypcrete slab (originally installed by the Sponsor), within the Unit, and extending in every direction to the point where it intersects or closes with a side of such Unit.

Top: The top is an imaginary horizontal plane along and coincident with the innermost surface of the studding or truss assembly of the uppermost ceiling and along and coincident with the exterior surface of any skylights, of the Unit and extending in every direction to the point where it intersects or closes with every side of such Unit.

Sides: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls (originally installed by the Sponsor) or where there is no studding, the innermost surface of concrete block perimeter walls or equivalent. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior finished surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit; and

(B) all appliances, fixtures, doors, windows, screens, skylights, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements which are located within the boundaries of the Unit as set forth in (A) or which are exclusively appurtenant to a Unit, although all or part of the improvement may not be located within the boundaries of the Unit as set forth in (A). Such appurtenant improvements include the following, to the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements, no matter where they are located:

(1) Any and all utility lines, pipes, vents and systems, including, but not limited to, (a) electrical wires and wiring, fixtures, switches, outlets and circuit breakers, (b) water pipes and hose bibs, (c) sewer pipes and clean-outs, (d) vents and ducts, (e) telephone lines and wires, (f) master antenna or cable or satellite television wiring, except where ownership of any of the above is retained by a company, public utility, agency or otherwise providing service therefor;

(2) Any fireplace, chimney or flue;

(3) All utility meters not owned by the public utility agency supplying the service;

(4) All equipment, appliances, machinery, mechanical or other systems including, but not limited to, heat pumps, air conditioning units, heating ventilating and air conditioning units located on concrete pads upon the Common Elements; and

(5) All storage areas located within or without the Unit which provide exclusive storage for the Unit.

The word "Unit" when used throughout this instrument, shall be deemed to refer to each of the aforesaid Units as herein described.

3.02 General Common Elements. The remaining portion of the lands and premises hereinabove described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as "Common Elements." More specifically, "General Common Elements" shall include, but not be limited to, the following:

(a) The parcel of land described in Exhibits "C" and "D", including the space actually occupied by the above.

(b) The Buildings described above including the space within each of said Buildings not otherwise herein defined as being the Units, and including the foundations, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, slabs, stairways, passageways, pipes, wires, conduits, air ducts and utility lines, and utility connections, including the space actually occupied by the above.

(c) All of the roads, walkways, paths, trees, shrubs, underground sprinkler systems, yards, privacy fences, gardens, etc., constructed or to be constructed by the Sponsor and located or to be located on the aforesaid parcel of land.

(d) All other elements of the Buildings constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common use, including but not limited to tangible personal property.

(e) The General Common Elements shall not include any of the Units as hereinabove described and as shown on the attached Exhibits "D" and "G", despite the fact that the Buildings in which said Units shall be located may not have been constructed at the time of the recording of this instrument, it being the intention of the Sponsor that the interest in the General Common Elements appurtenant to each Unit, as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other Units and the space within them, whether or not the Buildings within which said Units are or shall be located, are constructed or yet to be constructed at the time of the recording of this instrument.

3.03 Undivided Percentage Interest. For the purposes of this instrument, the ownership of each Unit shall conclusively be deemed to include the respective undivided percentage interest as specified and established hereinafter in the Common Elements, and each Unit together with its appurtenant interest in the Common Elements is hereinafter referred to as "Unit" or "Dwelling Unit." It is the intention of the Sponsor hereby to provide that the Common Elements in the Condominium shall be owned by Unit Owners under the condominium form of ownership, with the undivided percentage interest of each Unit as set forth herein.

3.04 Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved for the restricted use of the respective Units to the exclusion of the other Units and such portions shall be known and referred to herein as "Limited Common Elements". The Limited Common Elements restricted to the use of the respective Units are shown graphically in Exhibit "Q" as well as being in Exhibit "E". In addition, all driveways leading to those Units having garages shall be a Limited Common Element for such Units. Assigned parking spaces shall be Limited Common Elements. The Association shall be responsible for clearing snow from all driveways and parking areas. Each Unit Owner shall be responsible for maintaining, at their individual cost and expense, all areas designated as Limited Common Elements. However, maintenance of the structural components of all Limited Common Elements shall be the responsibility of the Association. Each Unit Owner shall be responsible for any improvements or maintenance in and to patios (enclosed and unenclosed), porches, decks or balconies including any glass, glass doors, screens or screen doors, none of which shall be the responsibility for maintenance by the Association. All Limited Common Elements, however, shall be in compliance with all governmental rules and regulations, as well as all rules and regulations of the Association, as provided for herein, or in the Bylaws.

3.05 Percentage of Interest. The individual Units hereby established and which shall be individually conveyed, the building number and type, the Limited Common Elements restricted to the use of each Unit and the percentage of interest of each Unit in the General and Limited Common Elements are attached hereto as Exhibit "E". The undivided percentage of interest of each Unit appertaining to the Common Expenses, common receipts, common surplus, shall be as set forth in Article 13.00 of the Bylaws. The Sponsor reserves the right, for so long as it shall remain the owner of any of the Units, to change the price or value of such Units. However, no change in the price or value of any of the Units shall change or otherwise affect the undivided percentage of interest of any of the Units in the General and Limited Common Elements within the Condominium or in the percentage of ownership in the Association as set forth in Article 13.00 of the Bylaws. Each Unit shall be entitled to one vote.

3.06 No Conveyance of Undivided Interest. The undivided percentage interest in the Common Elements to be conveyed with the respective Units may be amended by the Sponsor as set forth in paragraph 10. The Sponsor and Unit Owners covenant and agree that the undivided percentage interest in the Common Elements and the fee simple title to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered, and each of the undivided interests shall be deemed to be conveyed, transferred, alienated or encumbered with its Unit despite the fact that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee simple title to the Unit. The Sponsor and Unit Owners further covenant and agree that any conveyance, transfer or alienation of any Unit shall conclusively be deemed to include all of the interest of the Unit Owner in the Condominium and any encumbrance upon any Unit also shall be conclusively deemed to attach to all of the interest of the Unit Owner.

4.00 The Administering Association. The Condominium shall be administered, supervised and managed by Cedar Brook at Branchburg Condominium Association, Inc. hereinafter called the "Association", a non-profit corporation of the State of New Jersey, presently having its principal office at 10 Highway 35, Red Bank, New Jersey, which shall act by and on behalf of the owners of the Units in the Condominium, in accordance with this instrument, the Bylaws and the Condominium Act. The Bylaws form an integral part of the plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said Bylaws. Pursuant to the requirements of the Condominium Act, the Association is hereby designated as the form of administration of the Condominium and the Association is hereby vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the Bylaws. The Association shall also be empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated by the Unit Owners. While the Sponsor maintains control of the Board, he shall take no action which adversely affects a homeowner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5. Nothing contained herein to the contrary, either in this Master Deed, in the Certificate of Incorporation or in the Bylaws shall serve to exculpate members of the Board appointed by the Sponsor from their fiduciary responsibility. In accordance with N.J.A.C. 5:25-5.5, the Association, (a) subject to this Master Deed, declaration of covenants and restrictions or other instruments of creation, may do all that it is legally entitled to do under the laws applicable to its form of organization; (b) shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community; and (c) shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

4.01 Association's Power of Attorney. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Association as attorney-in-fact for the following purposes: (i) to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Units so acquired or to sublease any Units so leased by the Association; (ii) to prepare, execute and record any amendments to the Master Deed adopted hereunder. At no time shall the Association or the Board impose any right of first refusal or similar restriction on any Units.

5.00 Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants. To further implement this plan of ownership, to make feasible the ownership and sale of Units in the Condominium, to

preserve the character of the community and to make possible the fulfillment of the purpose of cooperative living intended, the Sponsor by reason of this declaration, and all future Unit Owners by their acquisition of title thereto, covenant and agree as follows:

5.01 Ownership of Common Elements. That the Common Elements shall be owned in common by all of the Unit Owners and none other. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law or in Articles 6.02 and 6.03 of the Bylaws.

5.02 Ownership and Conveyance of Condominium Units. That each Unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its allocated undivided percentage interest in the Common Elements, in the same manner as any other parcel of real property, independently of all other Units, subject to the provisions of this instrument, the Bylaws and the Condominium Act. No part of any Unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said Unit and its correlative undivided percentage interest in the Common Elements. All taxes, assessments and charges which may become liens upon the Unit shall relate only to that individual Unit and not to the Condominium as a whole or to other Units.

6.03 Occupancy of Units. That each Unit shall be occupied in accordance with the restrictions and limitations contained in this Master Deed and Bylaws and shall be used by the respective owners and/or occupants only for private, single family residential living by those persons living together in the Unit as a bona-fide single housekeeping unit. At any given time, there shall be no more than a total of: three (3) full-time residents of a one (1) bedroom Unit; five (5) full-time residents of a two (2) bedroom Unit; and six (6) full-time residents of a three (3) bedroom Unit. For purposes of this paragraph, "full-time resident" shall mean and refer to any person (owner, tenant, guest, invitee, licensee, lessee, etc.) who lives, sleeps, eats or uses the Unit as his habitat more than using any other habitat for such purposes during any given month. The residents of a Unit need not be related by blood, marriage, adoption or otherwise.

The purpose of the foregoing is to preserve the stable residential home character; control population density; control parking and traffic volumes and promote health and safety by preventing overcrowding of the Condominium and create a reasonable relationship between the total number of residents, habitable floor area, sleeping, and health facilities.

5.04 Easement of Encroachment. That in the event that any portion of the Common Elements encroaches upon any Unit, or vice versa, or in the event that any portion of one Unit encroaches upon another Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the Buildings is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the Common Elements encroaches upon the Units, or vice versa, or any of the Units encroach upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

5.05 Location of Condominium Units. That in interpreting any and all provisions of this instrument, or subsequent deeds and mortgages to individual Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered despite any minor deviations, either horizontally or vertically, from the proposed locations as indicated on Exhibit "D" annexed hereto.

5.06 Sponsor's Nonexclusive Easement to Common Elements. That, as to those portions of the General Common Elements of the Condominium that lie within the boundary of the Property, a valid nonexclusive easement for the benefit of the Sponsor does and shall continue to exist thereon for the maintenance, operation and renewal thereof and as a means of providing ingress and egress to other portions of the General and Limited Common Elements and of other contiguous lands of the Sponsor. For so long as

Sponsor has any unsold Units in the ordinary course of business in the project, Sponsor shall have the right of ingress and egress and to bring prospective purchasers, lessees, and the like in, to and across the Common Elements. In addition, a valid easement is reserved to the Sponsor to install, maintain and/or convey ownership and responsibility to a municipal utility authority or private utilities any utility meters, lines, conduits, pipes and other facilities, necessary for the proper maintenance of the Common Elements together with a blanket, perpetual and nonexclusive easement of unobstructed ingress in, upon, over, across and through the Common Elements, to the Township of Branchburg, the Association, to the Sponsor, their respective officers, agents and employees and all police, fire, ambulance and other emergency personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements. This easement and the rights reserved herein may be assigned by the Sponsor without the consent of the Association.

5.07 Utility Easements. That a blanket, perpetual and nonexclusive easement does exist in, upon, over, across and through the Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, SMATV lines, facilities and equipment, mains, conduits, wires, poles, transformers, meters and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems (which easement may be assigned by Sponsor) serving the Property, which easement shall be for the benefit of any governmental agency, utility company or other entity which requires same for the purpose of furnishing one or more of these services. The width of this easement shall be of reasonable size so as not to encroach on Unit Owners' enjoyment of the Common Elements.

5.08 Membership of Unit Owners in Condominium Association. That every Unit Owner shall, upon becoming the owner of a Unit, automatically become a member of the Association until such time as his ownership of a Unit ceases for any reason, at which time his membership in the Association shall automatically cease. Other than as an incident to a lawful transfer of title to a Unit, membership in the Association shall be nontransferable and any attempted transfer shall be null and void.

5.09 Penalties. That each owner, tenant and occupant of a Unit shall comply with the provisions of this instrument and the Bylaws and Rules and Regulations and failure to comply therewith, shall be grounds for an action to recover sums due, or damages, or for injunctive relief. The Board shall have the power to implement a system for imposing fines on any Unit Owner who violates this instrument, the Bylaws or the Rules and Regulations.

5.10 Contribution of Unit Owners Toward Expenses, Administration, Etc. of Common Elements and the Association. That, subject to the provisions of Paragraph 8.00 of this instrument, each Unit Owner is bound to contribute as set forth in Articles 4.03 and 13.00 of the Bylaws toward the expenses of administration, maintenance, repair and replacement of the Common Elements, expenses declared common by this Master Deed or the Bylaws and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as shall from time to time be found by the Association to be necessary, including but not limited to: expenses for the operation, maintenance, repair or replacement of buildings, grounds or facilities within the Condominium; the maintenance, operation, repair or replacement of the recreational facilities; all costs of carrying out the duties and powers of the Association; compensation of Association employees; insurance premiums and expenses relating thereto; taxes which may be assessed against association property and any other expenses of the Association as set forth herein, in the Bylaws or which may be designated by the Board as Common Expenses. No Unit Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or the community or recreational facilities of the Association or by abandonment of the Unit owned by him. Payment of the Common Expenses shall be made in the amount and frequency as determined by the Board, to the Association at the principal office of the Association or such other place as shall be designated by the Board.

However, in accordance with the provisions of Paragraph 8.00 of this Master Deed, prior to January 1, 1992, the Sponsor shall be solely responsible for all the above mentioned costs and expenses in addition to any accrued contributions to Reserves which may be required under Article 13.00 of the Bylaws. The Board, whether controlled by the Sponsor or the Unit Owners, is prohibited from making or charging any assessment for such Common Expenses prior to January 1, 1992.

In accordance with paragraph 14.00 herein relating to the forty (40) Affordable Condominiums and the Affordable Housing Plan for Cedar Brook at Branchburg Condominium, any and all assessments by the Association upon the Affordable Condominiums shall be limited to thirty-three and one-third (33 1/3%) percent of the total individual unit assessment which would have been levied upon all condominium units in Cedar Brook at Branchburg Condominium had such assessment been allocated equally to each and every condominium unit both market and affordable. This unit assessment formula shall not be changed, amended or modified.

5.11 Lien in Favor of the Association. That all charges and expenses chargeable to any Unit shall constitute a lien against said Unit in favor of the Association, which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the Unit and (2) payments due under bona fide mortgage instruments, if any, duly recorded. The charges and expenses represented in the annual maintenance assessment shall become effective as a lien against each Unit on the first day of each year. Additional or added assessments, fines, charges and expenses, if any, chargeable to Units and not covered by the annual maintenance assessment shall become effective as a lien against each Unit as of the date when the expense, fine or charge giving rise to such additional or added assessment was levied or incurred. In the event that the assessment, charge or other expenses giving rise to said lien remains unpaid for more than ten (10) days after it shall become due and payable, the entire amount of the next twelve (12) monthly payments (at the then applicable rate) and other additional or added assessments, charges and expenses shall immediately become due and payable and the lien may be recorded in accordance with the provisions of N.J.S.A. 46:8B-21 and be foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages. In the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover the expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be available at law or equity for the collection of annual, additional or added charges and expenses, including the right to proceed personally against any delinquent Unit Owner for the recovery of a personal judgment for the amount due, court costs and reasonable attorney's fees. The title acquired by any purchaser following any such foreclosure sale or sheriff's judgment sale shall be subject to all of the provisions of this instrument, the Bylaws, the Rules and Regulations and the Condominium Act and by so acquiring title to the Unit, said purchaser covenants and agrees to abide by and be bound thereby.

5.12 Payment of Expenses Out of Proceeds of Sale. That upon the sale, conveyance or other lawful transfer of title to a Unit, all unpaid assessments, fines, charges and expenses chargeable to the Unit shall first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (1) assessments, liens and charges for taxes past due and unpaid on the Unit and (2) payments due under bona fide mortgage instruments, if any, duly recorded.

5.13 Liability of Purchaser for Assessments Due Association. That the acquirer of title to a Unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor. Any contract purchaser of a Unit may request in writing from the Association a certificate setting forth the amount of unpaid assessments for such Unit. Such written request shall include the names of all persons who shall reside in the Unit, and the anticipated date of closing title. The Association shall provide such

certificate within ten (10) days after the receipt of the request. The purchaser may rely upon such certificate and his liability shall be limited to the amount set forth therein. Liability for the payment of said amounts due to the Association shall not attach to the purchaser of the Unit following a mortgage foreclosure or sheriff's judgment sale of any Unit but the Association shall be entitled to payment thereof out of the proceeds of sale as provided by law. Further, any Permitted Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid amounts due the Association which accrue prior to the acquisition of title of such Unit by the mortgagee.

5.14 Maintenance of Units. Each Unit Owner shall promptly furnish, perform and be responsible for, at his own risk, cost and expense, all of the maintenance, repairs and replacements for his own Unit, provided however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, mechanical, electrical and water supply systems within the Condominium shall be furnished by the Association; and (ii) the Association, its agents and employees may effect emergency or other necessary repairs which the Unit Owner has failed to perform; but any and all expenses incurred pursuant to the foregoing provisions shall be the responsibility of the Unit Owners affected thereby. Except as herein provided, maintenance, repairs and replacements of the plumbing (fixtures and systems, windows, doors, patios (enclosed or unenclosed), balconies, electrical wiring and receptacles, appliances and equipment) and lighting fixtures or part of any Unit which are not Common Elements shall be the Unit Owner's responsibility, at its sole cost and expense. If any Unit Owner fails to perform such work the Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all walls, ceilings, skylights, wallpaper, paint, paneling, floor covering, draperies, and the window shades or curtains within any Unit shall also be the Unit Owner's responsibility, at its sole cost and expense.

5.15 Modification of Units. That no Unit Owner shall make any structural modifications or alterations within or to a Unit without the consent of the Association or of its duly authorized representatives and no act shall be done under any circumstances which does or may tend to impair the structural integrity of any of the Buildings or adversely affect any of the Common Elements. No owner shall be permitted to install or have installed any window air conditioner, window fan, heat pump, solar collector or similar cooling, heating and/or ventilating device in any window, door or other exterior opening of a Unit. No owner shall be permitted to erect or have erected any fence, partition, wall, divider or similar structure exterior to their Unit other than any such structure erected by the Sponsor. No owner shall make or cause to be made any alterations or replacements to the exterior of his Unit including, but not limited to doors, windows or skylights (despite the fact that such alteration or replacements are to portions of his Unit), or to any Common Elements without the prior written approval of the Board or a committee appointed by it in accordance with its Bylaws. Nothing herein shall be construed to prohibit the reasonable adaptation of any unit for handicap use.

5.16 General Restrictions. No Unit or Limited Common Element appurtenant to any Unit except those Units used by Sponsor as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence. Each Unit Owner, tenant or occupant of a Unit may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, tenants or occupants. Unit Owners shall not cause or permit anything to be hung, displayed or placed on the outside walls, doors or windows of any Building whether or not Common Elements except in accordance with Rules and Regulations of the Board. A Unit Owner shall not store and/or use anything including but not limited to wood, grills or garbage cans on the Limited Common or Common Elements including but not limited to balconies, unit entryway areas, breezeways, porches, patios, decks and sidewalks except in compliance with Rules and Regulations of the Board. No signs shall be permitted on the exterior or interior of

any Unit. Nothing shall be done or kept in any Unit or Common Elements which will increase the rate of insurance of any other Buildings or contents thereof applicable for residential use except in compliance with Rules and Regulations of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof, or which would be in violation of any law. No waste will be committed in any of the Common Elements. The trusses which make up the roof structure are Common Elements and are not to be altered in any manner. No noxious or offensive activities or noise shall be carried on or allowed, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium. No recreational vehicles (campers, house-trailers, motor homes, etc.) or commercial vehicles will be allowed to park overnight without prior written approval by the Board or the designated representative of the Board for this purpose. When such permission is granted, the vehicle must be parked in the pre-designated area and cannot be used as living quarters. "Commercial vehicles" shall refer to pick-up trucks, vans, trucks, tractors, trailers, wagons, or oversized vehicles having commercial license plates or used for commercial purposes. The Board, pursuant to the Bylaws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be amendments.

5.17 Damage to Common Elements. If, due to the negligent act or omission of, or misuse by a Unit Owner, or a member of his family or household, pet, guest, occupant, visitor, or tenant (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances. Such maintenance, repairs and replacements to the General or Limited Common Elements or the Unit(s) shall be subject to the Bylaws and the Rules and Regulations.

5.18 Access to Units. That the Association shall have the irrevocable right, to be exercised by the Board or manager of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or of making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit. Notice will be given to the Unit Owner or occupant except in an emergency situation.

5.19 Rental Restrictions of Units. That Units shall not be rented or used by the owners thereof for transient or hotel purposes, which is defined as (a) rental for any period of less than 180 days, or (b) rental if the occupants of the Unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen, bell boy service, etc. Other than the foregoing restriction, except for the provisions applicable to the Affordable Condominiums and the requirement that not less than the entire Unit may be leased, the Unit Owners (including the Sponsor or its affiliates) shall have the absolute right to lease the same. All leases must be in writing and state that the terms of the lease are subject to the covenants, conditions and restrictions contained in this instrument, the Bylaws, the Rules and Regulations and the Condominium Act, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. Unit Owners shall deliver a copy of each lease to the Association. In the event a lessee of a Unit fails to comply with the provisions of this Master Deed, the Bylaws or Rules and Regulations, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation is not remedied within the thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his lessee on account

of such violation. Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Those costs and expenses constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board enforces collection of Common Expenses. By acceptance of a deed to any Unit, each Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this subparagraph.

5.20 Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence. That in the event of fire or other casualty or disaster resulting in damage to a Building or the Common Elements, the provisions of Articles 6.01 and 6.02 of the Bylaws shall govern the decision as to restoration, replacement or election not to reconstruct or replace.

All decisions concerning the obsolescence of existing Buildings in the Condominium or any of the Common Elements, the sale of Condominium property and the demolition and/or replacement of same shall be determined in accordance with Article 6.03 of the Bylaws.

The Association, acting by and on behalf of the Unit Owners, shall insure the Buildings and other insurable property against risk of loss by fire and other casualties covered by a broad form fire and extended coverage policy, including vandalism and malicious mischief and such other risks as the Board shall from time to time require, all in accordance with the provisions of the Bylaws. Nothing contained herein and no provisions of the Bylaws shall be deemed to prohibit any Unit Owner from obtaining insurance for his own benefit. No Unit Owner shall, however, insure any part of the Common Elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished or impaired in any way.

5.21 Sponsor's Easements and Rights Reserved. Sponsor shall have the following easements with respect to the Property:

(a) A blanket and nonexclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units, utility systems or the Common Elements, for use and access to an on-site service trailer, for ingress and egress for the use of all driveways, parking areas, and for the utilization of Units for leasing to third parties and for models, for administrative offices, for rental and sales promotion and exhibition, until the expiration of two (2) years from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than 10 years from the date of recording of this Master Deed. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service such Unit or any part of the Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

(b) A perpetual, blanket and nonexclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

(c) A perpetual, blanket and nonexclusive easement in, upon, through, under and across the Common Elements for the purposes of construction, installation, maintenance and repair of lines, conduits, meters, utilities and other facilities necessary for the operation of a private cable or satellite master antenna television system. This easement may be assigned

and no Unit Owner shall directly or indirectly interfere with or alter the use of this easement. Neither the Association nor any Unit Owners shall be obligated by this Master Deed or the reservation of this easement to use any system installed in accordance with this easement.

(d) A perpetual, blanket and nonexclusive easement in, upon, through, across and over the Common Elements for access to the site entrance sign. The Association shall be responsible for maintenance and lighting of this sign. Sponsor reserves the right to maintain the sign in the event the Association fails to do so. This sign shall not be altered or changed in any way without Sponsor's written consent.

6.00 Provisions of this Instrument and Exhibits Thereto to be a Covenant Running with the Land. The present title to the Property herein described and the title to each Unit which shall be hereafter conveyed and the acquisition of title by any person to a Unit shall be conclusively deemed to mean that the acquirer adopts and ratifies the provisions of this instrument, the Bylaws and Rules and Regulations and will comply therewith. The covenants, agreements and restrictions set forth herein shall run with the land and shall be binding upon the Sponsor (except as conditioned herein) and all Unit Owners.

7.00 Easement to Association. The Association shall have a perpetual easement for the maintenance of any Common Elements, including those which may presently or hereafter encroach upon a Unit; and the Association, through the Board or any manager, or managing agent, or their respective agents or employees shall have the perpetual and nonexclusive right of access to each Unit: (i) to inspect the same; (ii) to remedy any violations set forth in this Master Deed, the Bylaws or in any Rules or Regulations; and (iii) to perform any operations required in connection with the maintenance, repair or replacement of or to the Common Elements, or any equipment, facilities, systems or fixtures affecting or serving other Units or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8.00 Ownership of Unsold Units. From and after the conveyance of title to the first Unit in any Building which has been made a part of the Condominium, and in the event there are unsold Units in such Building, the Sponsor shall be deemed to be the Owner of the unsold Units under the same terms and conditions as all other Unit Owners. The obligation of Sponsor to pay Association assessments including reserves for a particular Unit in a Building, shall commence on the date that the Unit is issued a certificate of occupancy by the governing municipality. Sponsor shall not, however, be obligated to pay any maintenance fees or assessments for Common Expenses other than reserves for so long as Sponsor is providing any subsidy or guarantee to Unit Owners of maintenance fees or assessments for common expenses. For purposes of this paragraph, "unsold units" shall mean or refer to any units, title to which has not been transferred from the Sponsor.

Sponsor shall be responsible for performing all duties and tasks necessary for the operation, maintenance, renewal, replacement, care and upkeep of the Common Elements and services and the community and recreational facilities and all other property, real or personal of the Association, prior to January 1, 1992 such that there will be no assessment of any kind to any Unit Owner prior to that date. In the event at any time prior to January 1, 1992, the Sponsor shall no longer be in control of the Board, the Sponsor shall continue to bear all costs and expenses in administering and maintaining the Common Elements except that the Association shall be prohibited from making any capital expenditures or increasing the reserves without the prior written consent of the Sponsor.

9.00 Protective Provisions for the Benefit of Eligible Mortgage Holders.

9.01 General. Despite anything to the contrary in this Master Deed or the Bylaws or Certificate of Incorporation, the provisions of this Paragraph 9.00 and its subparagraphs shall apply with respect to each Eligible Mortgage Holder.

9.02 Notice. Any Eligible Mortgage Holder shall be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Eligible Mortgage Holder's mortgage; and no Unit Owner or other party shall have priority over such Eligible Mortgage Holder with respect to the distribution to such Unit(s) of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to the distribution to such Unit(s) of any insurance proceeds in the event of casualty loss; and
- (b) any sixty (60) day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Association by a Unit Owner of any Unit upon which the Eligible Mortgage Holder holds a mortgage; and
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

9.03 Amendments Requiring Approval of 51% of Eligible Mortgage Holders. The prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders is required for any material amendment to this Master Deed or to the Bylaws or Certificate of Incorporation including, but not limited to, any amendment which would change any provision relating to:

- (a) voting rights;
- (b) reserves for maintenance, repair and replacement of Common Elements;
- (c) responsibility for maintenance and repairs;
- (d) re-allocation of interests in the General or Limited Common Elements or rights to their use;
- (e) boundaries of any Unit;
- (f) convertibility of Units into Common Elements or vice-versa;
- (g) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium;
- (h) insurance or fidelity bonds;
- (i) leasing of Units;
- (j) imposition of any restrictions upon a Unit Owner's right to sell or transfer his or her Unit;
- (k) assessment liens or the priority of assessment liens;
- (l) restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;
- (m) any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs; or
- (n) any provisions that expressly benefit Eligible Mortgage Holders.

9.04 Amendments Requiring Approval of 67% of Eligible Mortgage Holders. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation of the Property.

9.05 No Partition. No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit.

9.06 Common Expense Lien Subordinate. Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.

9.07 Inspection of Records. Any Eligible Mortgage Holder shall upon request, (a) be permitted to inspect the books and records of the Association during normal business hours; and (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association. The Association shall maintain current copies of the Master Deed, Certificate of Incorporation, Bylaws and Rules and Regulations, and any respective amendments thereto.

9.08 Notice of Meetings. Any Eligible Mortgage Holder shall receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

9.09 Liability for Common Expense Assessments. Any Permitted Mortgage Holder holding a first mortgage lien on a Unit that obtains title to a Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

9.10 Management Agreements. Any management agreement for the Condominium will be terminable by the Association with or without cause upon ninety (90) days' prior written notice thereof, and the term of any such agreement shall not exceed two (2) years. However, any management agreement entered into between Sponsor and itself or a company owned, operated or controlled by the Sponsor, or in which it has a financial interest prior to the Unit Owners being entitled to elect a majority of the members of the Board, shall not be entered into for a period in excess of one (1) year.

9.11 Common Expense Default. Despite the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, the Permitted Mortgage Holder of such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

9.12 Implied Approval. Approval of any action requiring consent hereunder will be implied when an Eligible Mortgage Holder fails to submit a response to any written proposal within thirty (30) days after it receives proper notice of the proposal provided that notice was delivered by certified or registered mail, with a return receipt requested.

10.00 Sponsor's Reservation of Amendment Rights-Power of Attorney. Sponsor hereby reserves for itself for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser, or until the closing of title of not less than two hundred fifty (250) condominium Units within the Property, whichever event occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, Institutional Lenders, Permitted Mortgagees, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium and Units, any such agreements, documents, amendments or supplements to the Master Deed and Bylaws which may be required to effectuate the changes enumerated below; provided, however, that no such agreement, document, amendment or supplement shall effect a material physical modification of a Unit or adversely affect the value of the Unit or the priority or validity of any mortgage on any Unit, without the prior written consent of the mortgagees and the Unit Owner.

As a requirement to being the transferee or recipient of any interest in the Condominium or any Unit, each and every transferee shall execute the deed by which title or interest is being conveyed to such transferee and such deed shall provide that the transferee does irrevocably name, constitute, appoint and confirm Sponsor as attorney-in-fact for such transferee for the purposes set forth in this paragraph of the Master Deed. Furthermore, by acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium and Units, each and every contract purchaser, Unit Owner or occupant, holder of any mortgage or other lien, does automatically and irrevocably name, constitute, appoint and confirm Sponsor as attorney-in-fact for the purpose of executing such amended Master Deed and other instrument(s) necessary to effect the foregoing.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

Sponsor may use the right granted in this paragraph to effectuate the following changes, enumerated by way of description and not limitation:

10.01 Increases. Adding Units and lands to the area included within the Condominium and adjusting the percentage interest in the Common Elements, share of costs and voting rights proportionately. However, the voting right and percentage interest in the Common Elements of the Unit Owners shall always equal a fraction which is equal to one divided by the total number of Units contained within the Condominium, as set forth in the Master Deed. Prior to the closing of title of any Unit within any Building affected, the Sponsor may amend the Master Deed to alter and/or fix the location, configuration, shape and size of any Building, and to alter and/or fix the size, shape, number and configuration of any Units within any Building.

10.02 Easements. Adding to or altering the location, size and/or purpose of easements and lands for utilities, roads, access, egress, drainage and/or financing purposes; or convey or assign such easements to the appropriate governmental authority or utility agency or company.

10.03 Use of Easements. To permit the Sponsor, its agents, employees or subcontractors to utilize easements, roads, drainage facilities, utility lines, and the like, within or servicing the Condominium.

10.04 Surrender of Sponsor's Rights. To surrender or modify rights of the Sponsor in favor of the Unit Owners and/or the Association, and/or their respective mortgagees.

10.05 Technical Changes. Correcting, supplementing and providing technical changes to the Master Deed.

10.06 Miscellaneous Changes. To amend the within Master Deed for the express purpose of qualifying the property hereunder for Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation financing programs or any other similar secondary mortgage lender or as required by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company insuring title to any Unit.

10.07 Changes Prohibited. The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, Units (finished and unfinished) or interests for the purpose of amending the Master Deed, Bylaws or any other document for the purpose of changing the permitted use of a lot, parcel, Unit or interest, or for the purpose of reducing the Common Elements or facilities. However, Sponsor shall be permitted to cast such votes on all other matters not otherwise prohibited.

10.08 Effective Date of Amendment. Any amendment to the Master Deed will become effective upon the recording of an amendment to the Master Deed in the Office of the Clerk of Somerset County. The Sponsor will, thereafter, provide copies of said amendment to each owner and Eligible Mortgage Holder affected.

11.00 Severability of Provisions Hereof. It is the intention of the Sponsor that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, the Sponsor and Unit Owners covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

12.00 Amendment of Master Deed - Termination. This Master Deed may be amended at any time after the date thereof by a vote of at least sixty-seven (67%) percent of all Unit Owners, at any meeting of the Association duly held in accordance with the provisions of the Bylaws provided, however, that such amendments are subject to the provisions of Paragraph 9.00 hereof and its subparagraphs, and further, provided that any amendment, deed of revocation or other document regarding termination of the condominium form of ownership shall be governed as set forth below. No amendment shall be effective until recorded in the Office of the Clerk of Somerset County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Sponsor pursuant to Paragraph 10 hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment shall be effective when recorded in the Office of the Clerk of Somerset County, New Jersey.

No amendment shall impair or adversely affect the rights of the Sponsor or cause the Sponsor to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Sponsor for capital improvements.

Despite the foregoing, the Sponsor shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the Bylaws or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or facilities.

Despite anything to the contrary herein, an amendment, deed of revocation, or other document shall be effective to terminate the Condominium form of ownership upon the written approval of eighty (80%) percent in interest of all non-Sponsor Unit Owners, and the written approval of the Sponsor for so long as it holds one (1) Unit for sale in the ordinary course of business.

13.00 Municipal Maintenance. In the event that the Association shall at any time after establishment of the development fail to maintain the common open space and undedicated streets in reasonable order and condition in accordance with the plans approved by the Township of Branchburg Planning Board, the governing body of the Township of Branchburg may serve written notice upon the Association or upon the residents and owners of the development, setting forth the manner in which the Association has failed to maintain the common open space in reasonable condition, and the notice shall include a demand that the deficiencies of maintenance be cured within 35 days thereof, and shall state the date and place of the hearing thereon which shall be held 15 days from the date of the notice. At that hearing, the governing body of the Township of Branchburg may modify the terms of the original notice as to the deficiencies and may give an extension of

time not to exceed 85 days within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modifications shall not be cured within 35 days of any extension, the governing body of the Township of Branchburg, in order to prevent the common open space from becoming a public nuisance, may enter upon the common open space and maintain it for a period of one (1) year. Entry and maintenance by the Township of Branchburg shall not vest in the public any rights to use any open space except when it is voluntarily dedicated to the public by the residents and owners of the development. Before the expiration of the one (1) year period, the governing body of the Township of Branchburg shall, upon its initiative or upon the request of the Association, or the residents and owners of the development, order a public hearing within 15 days notice by the Planning Board of the Township of Branchburg. At that hearing, the Association or the residents and owners of the development shall show cause why maintenance by the Township of Branchburg shall not, at the election of the Township, continue for the succeeding year. If the Planning Board shall determine that the Association is not ready and able to maintain the common open space in a reasonable condition, the Township of Branchburg may, in its discretion, continue to maintain the common open space during the next succeeding year and, subject to a similar hearing and determination, each year thereafter. The decision of the Planning Board in such case shall constitute a final administrative decision subject to judicial review. The cost of maintenance by the Township of Branchburg shall be assessed ratably against the properties within the development having the right of enjoyment of the common open space, and shall become a tax lien on those properties and be added to and be a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other taxes. The Township of Branchburg at the time of entering upon the common open space for the purpose of maintenance, shall file a notice of the tax lien in the office of the Somerset County Clerk upon the properties affected by the tax lien within the development.

14.00 Provisions Applicable to the 40 Affordable Condominiums. Cedar Brook at Branchburg Condominium, which may ultimately be comprised of a total of two hundred fifty (250) residential dwellings, may ultimately include forty (40) residential dwellings known as Affordable Condominiums which are subject to an Affordable Housing Plan which is recorded as a separate and independent instrument.

In the event of a conflict between the Master Deed and Bylaws, the provisions of the Master Deed shall control.

van note-harvey associates

777 Alexander Road
P.O. Box 3227
Princeton, New Jersey 08543-3227
609/987-2323

19
vnh
consulting engineers
planners & land surveyors

Order No. S-11-29429-10
Branchburg Twp. Tax Map
Sheet 3
Block 17
Lot 19

DESCRIPTION OF PROPERTY FOR
HOVNANIAN COMPANY OF N.J., INC.
SITUATE LYING AND BEING IN THE TOWN-
SHIP OF BRANCHBURG, COUNTY OF
SOMERSET, STATE OF NEW JERSEY.

April 30, 1990
Revised May 9, 1990

BEGINNING at an angle point in the division line between Readington Township, Hunterdon County, on the west and Branchburg Township, Somerset County, on the east, said angle point being in the rear line of lots fronting on Industrial Parkway, said beginning point being marked by an old stone monument found and from said beginning point running thence;

- (1) Along the rear line of lots fronting on said Industrial Parkway and along the southerly terminus of an unnamed fifty (50) feet wide right-of-way, South fifty-four degrees, four minutes, forty seconds East (S 54° 04' 40" E) seventeen hundred sixty-seven and ninety-nine hundredths (1767.99) feet to a concrete monument found marking a corner to Lot 19.02, thence;
- (2) Along the westerly line of said Lot 19.02 and the westerly line of Lot 19.03, South sixteen degrees, fifteen minutes, forty-five seconds West (S 16° 15' 45" W) seven hundred fifty-four and sixty-five hundredths (754.65) feet to a concrete monument found marking a corner to Lot 19.03, thence;
- (3) Along the westerly line of said Lot 19.03 and along the westerly line of Lot 19.09, Block 17.06, South forty-one degrees, fifty-three minutes, fifteen seconds West (S 41° 53' 15" W) passing over a concrete monument found at a distant of eighty-two and twenty-three hundredths (82.23) feet, a total distance of one hundred thirty-nine and no hundredths (139.00) feet to a point in Chambers Brook, said point being a corner to the aforementioned Lot 19.09, thence;
- (4) Along the northerly line of said Lot 19.09, the following fifteen (15) courses; through Chambers Brook, the following three (3) courses; North eighty degrees, fifty-one minutes, seven seconds West (N 80° 51' 07" W) eighty-six and nine hundredths (86.09) feet to a point, thence;
- (5) North eighty-five degrees, zero minutes, seven seconds West (N 85° 00' 07" W) one hundred twenty-nine and forty-six hundredths (129.46) feet to a point, thence;
- (6) South seventy-six degrees, thirty-seven minutes, twenty-seven seconds West (S 76° 37' 27" W) one hundred ninety-five and four hundredths (195.04) feet to a point on the northerly side of said Chambers Brook, thence;
- (7) Leaving said Chambers Brook and running along the northerly side thereof, the following two (2) courses; North seventy-eight degrees, twenty-six minutes, forty-six seconds West (N 78° 26' 46" W) one hundred sixty-seven and seventy-six hundredths (167.76) feet to a point, thence;
- (8) North seventy-three degrees, forty-eight minutes, thirty-six seconds West (N 73° 48' 36" W) two hundred forty and seventy hundredths (240.70) feet to a point, thence;
- (9) Still along said northerly side of Chambers Brook and continuing to a point in Chambers Brook, North fifty-six degrees, nineteen minutes, thirty-three seconds West (N 56° 19' 33" W) two hundred sixty-three and thirteen hundredths (263.13) feet to a point in said Chambers Brook, thence;

EXHIBIT "A"

BK 1834 PG 496

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- (10) Through Chambers Brook, the following nine (9) courses: North thirty-nine degrees, three minutes, nine seconds West (N 39° 03' 09" W) ninety-eight and sixty-four hundredths (98.64) feet to a point, thence;
- (11) North twelve degrees, fifty-four minutes, nineteen seconds East (N 12° 54' 19" E) one hundred eighty-one and ninety-four hundredths (181.94) feet to a point, thence;
- (12) North twenty-two degrees, fifty-one minutes, forty-one seconds West (N 22° 51' 41" W) one hundred two and ninety-one hundredths (102.91) feet to a point, thence;
- (13) North fifty-two degrees, fifty-eight minutes, forty-eight seconds West (N 52° 58' 48" W) two hundred five and twelve hundredths (205.12) feet to a point, thence;
- (14) North eleven degrees, thirty-seven minutes, sixteen seconds West (N 11° 37' 16" W) forty-seven and eighteen hundredths (47.18) feet to a point, thence;
- (15) North eighty-nine degrees, ten minutes, twenty-four seconds West (N 89° 10' 14" W) fifty-one and seventy hundredths (51.70) feet to a point, thence;
- (16) North sixty-seven degrees, twenty-one minutes, thirty-two seconds West (N 67° 21' 32" W) two hundred seventy and twenty-one hundredths (270.21) feet to a point, thence;
- (17) South forty-two degrees, forty-one minutes, thirty-seven seconds West (S 42° 41' 37" W) sixty-two and seventy-one hundredths (62.71) feet to a point, thence;
- (18) South eighty-nine degrees, forty-nine minutes, six seconds West (S 89° 49' 06" W) three hundred thirteen and thirty-one hundredths (313.31) feet to a point in the aforementioned division line between Readington Township, Hunterdon County, on the west and Branchburg Township, Somerset County, on the east, thence;
- (19) Along the last mentioned division line, North thirty-six degrees, twenty-one minutes, forty seconds East (N 36° 21' 40" E) passing over a old stone monument found at a distance of six hundred thirty-six and sixty-eight hundredths (636.68) feet, a total distance of thirteen hundred nineteen and forty-seven hundredths (1319.47) feet to the point and place of BEGINNING.

Containing 49.671 Acres.

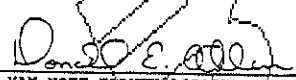
Together with a sixty (60) foot wide access easement as per Deed Book 1536, Page 534.

Subject to a thirty (30) foot wide sanitary sewer easement as per Deed Book 1329, Page 16.

Subject to a flood hazard limit line (elevation 96) running through the southerly portion of the above described premises.

The above described premises also being known as Lot 14, in Block 17, on Sheet 3, of the Branchburg Twp Tax Map.

According to a survey and description by Van Note-Harvey Associates, Consulting Engineers, Planners, and Land Surveyors, 59 East Mill Road (Route 24), Long Valley, NJ, 07853.


VAN NOTE-HARVEY ASSOCIATES
DONALD E. ALLEN
NEW JERSEY LAND SURVEYOR #17423

BK1834PG497

Najarian Associates, L.P.

Civil, Hydraulic, Environmental Engineers, Planners & Surveyors

Job No. 5166

DESCRIPTION OF PROPERTY
(Cedar Brook at Branchburg - Phase 15)

ALL THAT CERTAIN tract or parcel of land situate in the Township of Branchburg, County of Somerset and the State of New Jersey being more particularly described as follows:

BEGINNING at a point in the division line between Somerset County and Hunterdon County where the same is intersected by the northeasterly line of Phase 15, as illustrated on the plan entitled "Plan of Property - Cedar Brook at Branchburg, a Condominium" prepared by Najarian Associates, L.P. and dated May 19, 1989, revised January 4, 1991 and from said beginning point runs; thence, along said northeasterly line of Phase 15 (1) S 60° 54' 58" E 303.78 feet to a point, corner to the same; thence, along the southeasterly line of the same (2) S 22° 38' 28" W 455.71 feet to a point in Chambers Brook; thence, along said Chambers Brook (3) N 67° 21' 32" W 155.21 feet to a point in the same; thence, along the same (4) S 42° 41' 37" W 62.71 feet to a point in the same; thence, still along the same (4) S 89° 49' 06" W 313.31 feet to a point in the aforementioned division line between Somerset County and Hunterdon County; thence, along said division line (5) N 36° 21' 40" E 689.92 feet to the point and place of beginning.

One Industrial Way West, Ectontown, New Jersey 07724
(908) 389-0220 • Facsimile No. (908) 389-5546


EXHIBIT "C"

BK 1834 PG 499

SAID ABOVE DESCRIBED tract or parcel of land containing within
said bounds 4.665 acres.

SAID ABOVE DESCRIBED tract or parcel of land being subject to
easements or right-of-ways which have been or may be granted to various utility
companies or authorities.

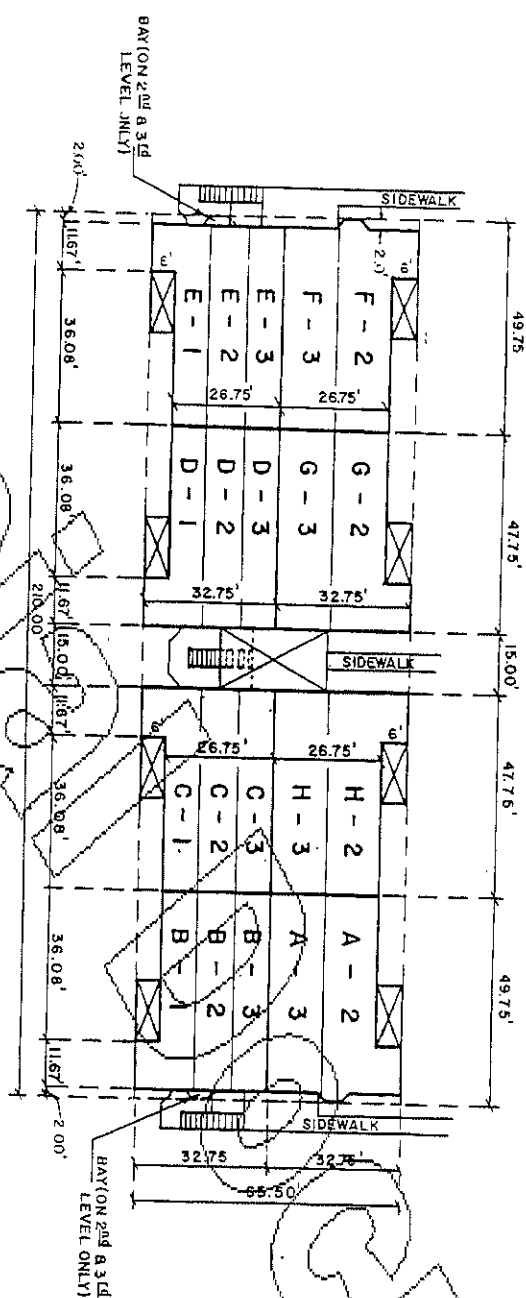
Date: January 11, 1991


Thomas Muir
New Jersey Licensed Land Surveyor No. 21218

BK 1834 PG 500

65

FOUNDATION DIMENSION PLAN
CEDAR BROOK AT BRANCHBURG
BRANCHBURG TWP., SOMERSET Co., NEW JERSEY



NOT TO SCALE
TYPICAL FOR BUILDINGS 1, 6, 7

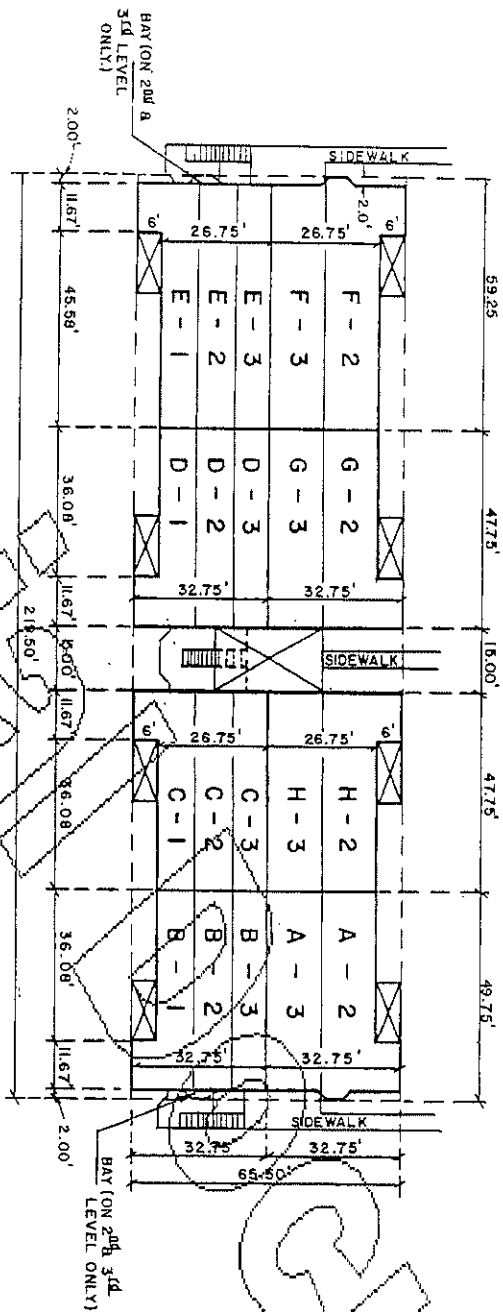
BK 1894 PG 502

EXHIBIT "D-1"

25

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FOUNDATION DIMENSION PLAN
CEDAR BROOK AT BRANCHBURG
BRANCHBURG TWP., SOMERSET Co., NEW JERSEY

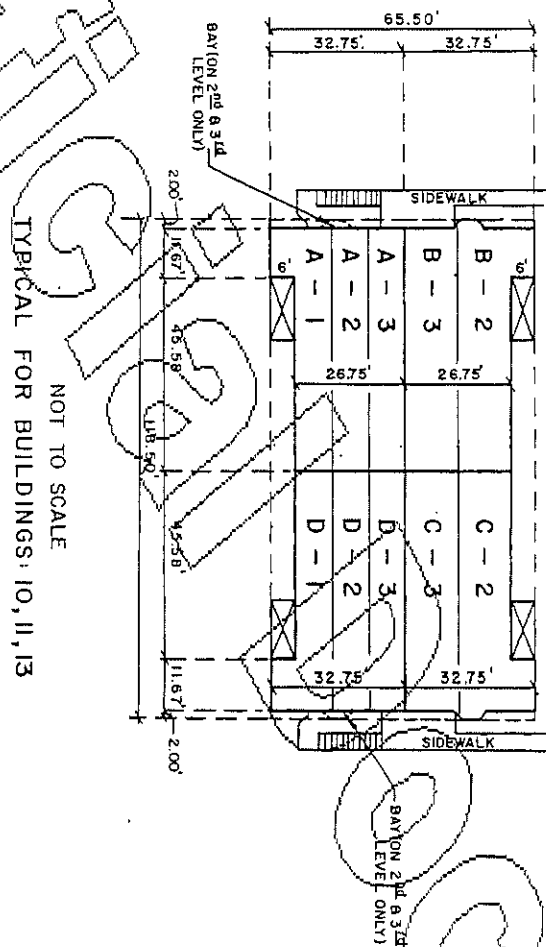


NOT TO SCALE
TYPICAL FOR BUILDINGS: 4, 5, 8, 9, 12, 14

BK | 834 PG 504

27

FOUNDATION DIMENSION PLAN
CEDAR BROOK AT BRANCHBURG
BRANCHBURG TWP, SOMERSET Co., NEW JERSEY



NOT TO SCALE
TYPICAL FOR BUILDINGS: 10, 11, 13

BK1834PG505

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BUILDING NO. UNIT	STREET ADDRESS	BLOCK No.	LOT No.	MODEL TYPE	SQUARE FOOTAGE	FIN FLOOR ELEVATION	CEILING ELEVATION
14 A2	1430 MAGNOLIA LANE	17.15	14.16	GH 1350	1315	121.98	129.96
14 A3	1432 MAGNOLIA LANE	17.15	14.17	GH 1350	1360	131.69	139.67
14 B3	1434 MAGNOLIA LANE	17.15	14.18	GH 1350	1360	131.69	139.67
14 B2	1436 MAGNOLIA LANE	17.15	14.19	GH 1350	1315	121.98	129.96
14 B1	1438 MAGNOLIA LANE	17.15	14.20	GH 1350	1347	112.27	120.25
14 H2	1420 MAGNOLIA LANE	17.15	14.11	GH 1350	1315	120.65	128.63
14 H3	1422 MAGNOLIA LANE	17.15	14.12	GH 1350	1360	130.36	138.33
14 C3	1424 MAGNOLIA LANE	17.15	14.13	GH 1350	1360	130.36	138.33
14 C2	1426 MAGNOLIA LANE	17.15	14.14	GH 1350	1315	120.65	128.63
14 C1	1428 MAGNOLIA LANE	17.15	14.15	GH 1350	1347	110.94	118.92
14 G2	1410 MAGNOLIA LANE	17.15	14.06	GH 1350	1315	120.65	128.63
14 G3	1412 MAGNOLIA LANE	17.15	14.07	GH 1350	1360	130.36	138.34
14 D3	1414 MAGNOLIA LANE	17.15	14.08	GH 1350	1360	130.36	138.34
14 D2	1416 MAGNOLIA LANE	17.15	14.09	GH 1350	1315	120.65	128.63
14 D1	1418 MAGNOLIA LANE	17.15	14.10	GH 1350	1347	110.94	118.92
14 F2	1400 MAGNOLIA LANE	17.15	14.01	GH 1600	1555	118.65	126.63
14 F3	1402 MAGNOLIA LANE	17.15	14.02	GH 1600	1619	128.36	136.34
14 E3	1404 MAGNOLIA LANE	17.15	14.03	GH 1600	1619	128.36	136.34
14 E2	1406 MAGNOLIA LANE	17.15	14.04	GH 1600	1555	118.65	126.63
14 E1	1408 MAGNOLIA LANE	17.15	14.05	GH 1600	1605	108.94	116.92

1. Finish ceiling to be defined as the flat portion of ceiling. Some units have vaulted ceiling which extend above the flat ceiling.

EXHIBIT "D-2" BK 1834 RS 506

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CEDAR BROOK AT BRANCHBURG
TOWNSHIP OF BRANCHBURG, COUNTY OF SOMERSET, STATE OF NEW JERSEY

LIMITED COMMON ELEMENTS

- (1) PATIO
- (2) DECK
- (3) PARKING SPACE - ASSIGNED

PHASE 15

BUILDING NO.	UNIT NUMBER	UNIT TYPE	LIMITED COMMON ELEMENTS	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
14	A2	GH1350	1, 3	5.00%
14	A3	GH1350	2, 3	5.00%
14	B3	GH1350	2, 3	5.00%
14	B2	GH1350	2, 3	5.00%
14	B1	GH1350	1, 3	5.00%
14	E2	GH1350	1, 3	5.00%
14	H3	GH1350	2, 3	5.00%
14	G3	GH1350	2, 3	5.00%
14	C2	GH1350	2, 3	5.00%
14	O1	GH1350	1, 3	5.00%
14	G2	GH1350	1, 3	5.00%
14	G3	GH1350	2, 3	5.00%
14	E3	GH1350	2, 3	5.00%
14	D2	GH1350	2, 3	5.00%
14	D1	GH1350	1, 3	5.00%
14	F2	GH1600	1, 3	5.00%
14	F3	GH1600	2, 3	5.00%
14	E3	GH1600	2, 3	5.00%
14	E2	GH1600	2, 3	5.00%
14	E1	GH1600	1, 3	5.00%

BYLAWS OF CEDAR BROOK AT BRANCHBURG
CONDOMINIUM ASSOCIATION

PREPARED BY:
EDWARD A. ISRAELOW, ESQ.

EXHIBIT "F" BK1834 PG 508

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BYLAWS OF CEDAR BROOK AT BRANCHBURG
CONDOMINIUM ASSOCIATION

1.00 Applicability, Member, Membership and Definitions

1.01 Purpose. These Bylaws shall be applicable to Cedar Brook at Branchburg Condominium Association, Inc., a non-profit corporation of the State of New Jersey, hereinafter referred to as the "Association," to all of the members thereof, as hereinafter defined, to the community and recreational facilities owned or maintained by the Association and to Cedar Brook at Branchburg Condominium which is now, or may hereinafter be created or expanded, hereinafter referred to as the "Condominium."

Subject to the Master Deed, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community. The Association shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the association, and between different unit owners, that shall be readily available as an alternative to litigation.

1.02 Persons Subject to These Bylaws. All present and future Unit Owners, tenants, future tenants, their guests, licensees, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominium, shall be subject to these Bylaws and to the Rules and Regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the said owner, tenant or occupant has accepted and ratified these Bylaws and the Rules and Regulations and will comply with them.

1.03 Definition of Terms. Unless it is plainly evident from the context that a different meaning is intended, as used throughout these Bylaws, all definitions set forth in the Master Deed or N.J.S.A. 48:2B-3 are incorporated herein by reference.

(a) "Member." Every person, firm, association, corporation or other legal entity, including the Sponsor, who is a record owner or co-owner of the fee title to any Unit shall be a Member of the Association; provided however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association.

1.04 Rights of Members. Except as otherwise provided, membership in the Association shall be limited to the Unit Owners in the Condominium, provided that whenever title to a Unit is vested in two or more persons, such Co-Owners shall be entitled jointly to one vote for their particular Unit.

In the event that a Member shall lease or permit another to occupy his Unit, the tenant or occupant and not the Member-Owner (except as a guest) shall be permitted to enjoy the recreational and community facilities of the Association. The tenant shall not vote in the affairs of the Association unless the Member shall permit the tenant or occupant to exercise the proxy vote of the Member. The use of community and recreational facilities of the Association shall be limited to occupants of dwelling units and their guests.

Every lawful transfer of title to a Member's Unit shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate. Each Member, within seven (7) days after execution of a contract to sell the condominium unit, shall send written notice to the Association specifying the purchaser's name, address, and anticipated closing date.

Except as provided herein, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

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1.05 Evidence of membership and ownership in the Association may be evidenced by a membership card issued to each Member of the Association.

2.00 Principal Office. The principal office of the Association shall be located initially at 10 Highway 35, Red Bank, New Jersey 07701 but thereafter, may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Board.

3.00 Meetings of Members: Voting

3.01 Place of Meetings. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board and designated in the notices of such meetings.

3.02 Annual Meeting. The first annual meeting shall be held not more than sixty (60) days after seventy-five (75%) percent of all Units ultimately to be constructed have been conveyed to individual Unit Owners, and succeeding annual meetings shall be held on the anniversary date of the first annual meeting. If the election of the Board shall not be held on the date designated herein for any annual meeting or at any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Unit Owners may elect the Board and transact other business with the same force and effect as at an annual meeting duly called and held. Each proxy or absentee ballot validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting unless it is revoked or superseded by a later valid proxy. New proxies or absentee ballots may be received for any such subsequent meeting.

3.03 Notice of Annual Meeting. The Secretary shall mail notices of annual meetings to each Member of the Association, directed to his last known post office address as shown on the records of the Association, by regular mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time, and place of the meeting and the purpose or purposes thereof. In lieu of mailing notices as herein provided, such notice may be delivered by hand to the Members or left at their residence or Unit in their absence.

3.04 Special Meetings. The President may call a special meeting of the Members of the Association and it shall be the duty of the President to call a special meeting of the Members of the Association whenever he is directed to do so by resolution of a majority of the Board or upon presentation to the Secretary of a petition signed by thirty-three and one-third (33 1/3%) percent of the Members entitled to vote at such meeting.

3.05 Notice of Special Meetings. The Secretary shall mail notice of such special meeting to each Member of the Association in the manner provided in Article 3.03, except that notices of such special meetings shall be mailed not less than five (5) days, nor more than ten (10) days before the date fixed for such meetings. In lieu of mail notice as herein provided, such notice may be delivered by hand to the Members or left at their residence or Unit in their absence. No other business shall be transacted at any special meeting except that which is stated in the notice thereof unless by consent of two thirds of the Members present, either in person or by proxy.

3.06 List of Members. The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of the Members and their last known post office addresses. Such list shall also show opposite each Member's name the number of dwelling units owned by him and the parking space(s) assigned to said unit(s). This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Board.

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3.07 Voting. Each Unit shall have one vote in the Association. If a Member owns more than one Unit, he shall be entitled to one vote for each Unit owned. The vote of a Unit shall not be divisible. Votes may be cast in person, by proxy or by absentee ballot.

3.08 Good Standing. A Member shall be deemed to be in 'good standing' and 'entitled to vote' and to run for the Board at any annual or special meeting of the Association if, and only if, he has fully paid all assessments or fines made or levied against him and his Unit by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three calendar days prior to the date fixed for such annual or special meeting.

3.09 Quorum. Except as otherwise provided in the Bylaws, the presence in person or by proxy or by absentee ballot of Members representing a majority of the total number of votes in the Association shall constitute a quorum at any annual or special meeting of Members. If any meeting of Members cannot be organized because a quorum is not then present, the Members present, either in person or by proxy or absentee ballot, may adjourn the meeting to a time not less than eighteen (18) hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members. For purposes of establishing a quorum, the number of Members present either in person or by proxy or absentee ballot, at any meeting which is adjourned because of the lack of a quorum, shall be deemed to be present at any subsequent meetings of the original adjourned meeting for purposes of establishing a quorum. For purposes of determining a quorum, for any issues not expressly set forth on the absentee ballots, absentee ballots shall not be counted. Commencing on the first annual meeting at least twenty-four (24) months after the developer has relinquished control of the Board to the Unit Owners, the presence in person or by proxy of Members representing one-third (1/3) of the total number of votes in the Association shall constitute a quorum at any annual or special meeting of Members.

3.10 Proxies/Absentee Ballots. Votes may be cast either in person, by proxy or by absentee ballot. Proxies and absentee ballots must be in writing and on the form prescribed by the secretary and filed with the secretary at least two (2) calendar days before the time designated for each meeting in the notice thereof.

3.11 Capital Expenditures. All decisions of the Members involving Capital Expenditures shall require for passage the affirmative vote of at least sixty-seven (67%) percent of the Members in good standing and entitled to vote. Capital Expenditures shall be defined for purposes herein as the expenditure of money for any single item with a life expectancy in excess of one (1) year and for which the initial cost exceeds \$10,000, increased by the percentage of increase in the Consumer Price Index for the Standard Metropolitan Statistical Area within which the condominium property is located, from the date of recording of the Master Deed. The Board shall be governed in the making of Capital Expenditures by decisions made by the Members as provided in this section. As long as the Sponsor maintains a majority of the Board, Sponsor shall make no additions, alterations, improvements or purchases which necessitate a special assessment or a substantial increase in the monthly assessment unless so required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Repair and/or maintenance, or replacement of the buildings, Common Elements, recreation facilities and all other property, real or personal, of the Association shall not be subject to provisions of this Article.

3.12 Order of Business. The order of business at all annual meetings of the Members of the Association shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;

- (e) Reports of committees;
- (f) Appointment of inspectors of election;
- (g) Election of Board;
- (h) Unfinished business;
- (i) New business;
- (j) Election of Officers.

4.00 Obligations of Members

4.01 Compliance with Rules. Each Member shall comply strictly with these Bylaws and with the Rules and Regulations adopted pursuant thereto, as either may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Master Deed, and in the deed to his Unit. Failure to comply with any of the same shall be grounds for the laying of a fine or bringing of a civil action to recover sums due, for damages or injunctive relief, plus court costs and reasonable attorney's fees, maintainable by the Association on behalf of the Members, or in a proper case, by an aggrieved Member. The Board, pursuant to the Bylaws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be amendments. A copy of the Rules and Regulations shall be kept at the Association office and be available for inspection during regular business hours.

4.02 Suspension of Rights. The membership and voting rights of any Member and/or tenant may be suspended by the Board for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored. Further, if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single non-continuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until the Unit Owner and/or tenant is afforded an opportunity for a hearing which is consistent with the principles of due process of law.

4.03 Contribution to Capital. Each Unit Owner shall pay to the Association upon acquisition of title to his Unit a non-refundable and non-transferable contribution to the working capital of the Association in an amount equal to three (3) months of the then current annual maintenance fee for the Unit at the time of its acquisition. Payment shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale and any subsequent transfer of title to a Unit. Any unpaid capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

5.00 Board of Trustees

5.01 Number and Qualifications. The affairs of the Association shall be governed by a Board of Trustees consisting of seven (7) persons, each of whom shall be either a Member of the Association or an officer, director, employee or designee of the Sponsor. A member shall be entitled to run for election to the Board only if he is deemed to be in good standing as defined in Paragraph 3.08 herein. So long as the Sponsor maintains a majority of the Board it shall make no additions, alterations, improvements or purchases which would necessitate a special assessment or a substantial increase in the monthly assessment unless as required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Nothing contained herein to the contrary shall serve to exculpate members of the Board appointed by the Sponsor from their fiduciary responsibilities.

5.02 Election. The Board of Trustees of the Association shall be elected as follows:

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(a) Within sixty (60) days after conveyance of twenty-five (25%) percent of the lots, parcels, units or interests, ultimately to be constructed, not less than twenty-five (25%) percent of the members of the Board shall be elected by the Unit Owners other than the Sponsor;

(b) Within sixty (60) days after conveyance of fifty (50%) percent of the lots, parcels, units or interests, ultimately to be constructed, not less than forty (40%) percent of the members of the Board shall be elected by the Unit Owners other than the Sponsor;

(c) Within sixty (60) days after conveyance of seventy-five (75%) percent of the lots, parcels, units or interests, ultimately to be constructed, the Sponsor's control of the Board shall terminate, at which time, the Unit Owners other than the Sponsor shall elect the entire Board;

(d) The terms of Trustees elected pursuant to this paragraph shall terminate on the first annual meeting of the Members when all Trustees are Unit Owners (See Section 5.03);

(e) Despite a, b, and c above, the Sponsor may retain one member of the Board so long as there are any Units remaining unsold in the regular course of business;

(f) Sponsor may surrender control of the Board prior to the time as specified, provided the owners agree by a majority vote to assume control.

(g) The Association, when controlled by the Unit Owners, shall not take any action that would be detrimental to the sale or sales of a Unit or units by the Sponsor and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control until the last Unit is sold.

(h) While the Sponsor maintains a majority of representation on the Board, he shall post a fidelity bond or other guarantee acceptable to the New Jersey Department of Community Affairs, Division of Codes and Standards, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

(i) While the Sponsor maintains a majority of the Board, he shall have an annual audit of association funds prepared by an independent public accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

5.03 Term. At the first annual meeting of the Members of the Association, subsequent to all Members of the Board being Unit Owners, two Trustees shall be elected to serve for a term of three (3) years, two shall be elected to serve for a term of two (2) years and the remaining three Trustees shall be elected to serve for a term of one (1) year. At the expiration of the initial term of each Trustee, a successor shall be elected to serve for a term of three (3) years, provided that each Trustee shall continue to hold office until a successor is elected. Trustees shall serve without compensation.

5.04 Vacancies. If the office of any Trustee shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Trustees, at a special meeting duly called for such purpose, shall choose a successor who shall hold office until the next annual meeting of the Members and the re-election or the election of a successor at such meeting. The person so elected at the annual meeting shall serve for the unexpired term in respect to which such vacancy occurred. When a member of the Board who has been elected by Unit Owners other than Sponsor is removed or resigns, that vacancy shall be filled by a Unit Owner other than Sponsor.

5.05 Removal of Trustees. Trustees may be removed with or without cause, by the affirmative vote of two-thirds of the Members at any annual or special meeting of Members duly called for such purpose. Trustees may

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also be removed upon the failure of such Trustee to attend three (3) consecutive regular meetings upon the affirmative vote of 2/3 of the remaining Trustees at any meeting of the Board. Notice must be given to the Trustee to be removed of such meeting at least fifteen (15) calendar days before such meeting date.

5.06 First Organizational Meeting. The first or organizational meeting of each newly elected Board shall be held immediately upon adjournment of the meeting of Members at which they were elected and at the same place where the meeting of Members was held provided a quorum of the Board is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon thereafter as may be practicable providing notice is given to each Trustee as set forth in Article 5.07 or unless waived as provided in Article 5.09.

5.07 Regular Meetings. Regular meetings of the Board may be held at such time and place permitted by law as from time to time may be determined by the Board, but at least four such meetings shall be held in each fiscal year. Notice of regular meetings of the Board shall be given to each Trustee personally, by telegram or by United States Mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Association, at least five (5) days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

5.08 Special Meetings. Special meetings of the Board may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Article 5.07. Special meetings of the Board shall be called by the President or the Secretary in like manner upon the written request of any two Trustees.

5.09 Notices and Waivers of Notice. Before any meeting of the Board, whether regular or special, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Trustees are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as otherwise prohibited by law or these Bylaws.

5.10 Quorum. At all duly convened meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these Bylaws or by law and the acts of the majority present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any Trustee.

5.11 Powers & Duties. The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential condominium project and may do or cause to be done all such other lawful acts and things as are required by law, by the Master Deed, by these Bylaws or otherwise directed or required to be done or exercised by Members of the Association or Units Owners, or by others. In the performance of its duties as the administering body of the Association and of the Condominium being administered by said Association, the Board shall have powers and duties, including, but not limited to, the following:

A. General Duties. The operation, maintenance, renewal, replacement, insurance, care, and upkeep, of the Buildings in the Condominium, the Common Elements (except as specifically provided for otherwise), the community and recreational facilities and all other property, real or personal, of the Association. The responsibility for the operation, maintenance, renewal, replacement, insurance, care, and upkeep, of the Buildings in the Condominium, the Common Elements (except as specifically provided for otherwise) shall become the responsibility of the Association immediately upon conveyance of title to the first unit in any

building to an individual purchaser by the Sponsor. From and after the conveyance of title to the first unit in any building, the sole obligation and responsibility of the Sponsor under the Bylaws with regard to the operation, maintenance, renewal, replacement, insurance, care, upkeep, protection of each such building shall be to pay to the Association the applicable assessments as specified in Paragraph 8.00 of the Master Deed. Sponsor shall not, however, be obligated to pay any maintenance fees or assessments for Common Expenses other than reserves for so long as Sponsor is providing any subsidy or guarantee to Unit Owners of maintenance fees or assessments for Common Expenses. The Board, pursuant to the Bylaws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be amendments.

B. Budget. The preparation prior to the beginning of each fiscal year of a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreational facilities, and reasonable reserves for depreciation, retirements and renewals. The total amount of such budget or estimate shall be assessed against all of the Units and the respective owners thereof, as set forth in Article 13.00. The amount thus found applicable to each Unit shall be payable by the owner thereof to the Association in full or in equal installments, in advance, said billing dates to be determined by the Board. At the time of adoption of the budget, the Board shall also adopt a resolution stating that the amount being assessed for capital reserve replacement costs is adequate. The Board shall include an amount sufficient to pay the cost of the insurance appraisal required in Article 5.11(Q). In addition, the Board shall include in each annual budget an amount sufficient to reimburse each Trustee for the tuition for two educational seminars sponsored by the Community Associations Institute or similar organization. Each Trustee may be reimbursed for all or a portion of expenses including but not limited to tuition, textbooks, transportation, gas, lodging and meals incurred by the Trustee in connection with attending such educational seminars provided that such reimbursement is approved by a majority of the Board. Trustees shall be encouraged to attend at least two such seminars during each year they serve as a Trustee.

C. Assessments. By majority vote of the Board, to adjust or increase the amount of any annual assessment, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever the Board is of the opinion that it is necessary to do so in order to meet increased operating or maintenance costs, or approved Capital Expenditures, or because of emergencies; provided, however, that all such increases or special assessments shall be made or levied against such owners and the units owned by them, respectively, in the same manner as provided in Article 13.00. While the sponsor maintains a majority of the Board, it shall make no additions, alterations, improvements or purchases not contemplated in this offering which would necessitate a special assessment or substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

D. Use of Funds. To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, and protection of the Common Elements (except as specifically provided for otherwise), community and recreational facilities of the Association and all of its real and personal property. This includes the use of any surplus funds which might remain at the end of any fiscal year. Any such surplus shall be applied toward the immediate subsequent year's costs and shall be included in the budget for that year.

E. Fidelity Bonds. To require all officers and employees of the Association handling or responsible for funds in the Association's possession or under its control to furnish adequate fidelity bonds, in a form which includes penalties and corporate surety satisfactory to the Board. The premiums on such bonds shall be paid by the Association as part of the Common Expenses.

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F. Taxes. To pay all taxes and assessments levied or assessed against any property which has been made a part of the Condominium, exclusive of any taxes or assessments levied against any individual Unit or otherwise properly chargeable to the owners thereof.

G. Personnel. To hire, employ and dismiss such clerks, stenographers, workmen, janitors, gardeners and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board may from time to time be necessary for the proper operation and maintenance of the Condominium, and the community and recreational facilities of the Association, except the portions thereof required to be maintained by Unit Owners. The Board may also employ a manager or contract with a management company for the Association at such compensation or on such terms as may be established by the Board, to perform such duties and services as the Board may lawfully delegate.

H. Access to Units. To enter or cause to be entered any Unit with notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or renewal of any Common Elements, or to prevent damage to the Common Elements or any Units, or in emergencies provided that such entry and work shall be done with as little inconvenience as possible to the owners and occupants of such Units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the deed to his Unit.

I. Delinquencies. To collect delinquent penalties, fines, levies or assessments made by the Association through the Board against any dwelling units and the respective owners thereof, together with such costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominium, by injunction or such other legal actions or means as the Board may deem necessary or appropriate.

J. Professionals. To employ or retain legal counsel, engineers and accountants, and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including, but not limited to, those referred to in these Bylaws.

K. Contracts. To enter into any contracts or agreements for the operation of the Corporation or the Condominium being administered by the Association including contracts for professional management, with private parties or any governmental agency or pursuant to applicable zoning ordinances of the municipality.

L. Outside Management. To hire an outside agent and/or management firm to perform those services required by these Bylaws.

M. Bank Accounts. To cause such operating, reserve, escrow and other accounts, if any, to be established and opened as the Board may deem appropriate from time to time and as may be consistent with good accounting practices.

N. Fiscal Reports. To cause a complete audit of the books and accounts of the Association to be made by an independent Certified Public Accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board shall also prepare, at the end of each fiscal year, a report of the business and affairs of the Association, showing its transactions and reflecting fully and accurately its financial conditions, which will be made available to Members during working hours upon reasonable notice.

O. Detailed Books. To keep detailed books of accounts of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and all other expenses incurred.

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P. Fines. To make and enforce compliance, by the levying of fines or otherwise, with such Rules and Regulations relative to the operation, use and occupancy of the Units, Common Elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner, guests and occupants of Units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner promptly upon the adoption thereof or posted in a conspicuous place in the Community Building.

Q. Insurance. To obtain and maintain, the following insurance: (1) broad form insurance against loss by fire and against loss by lightning, windstorm and other risk normally included within all risk extended coverage, including vandalism and malicious mischief, all the Buildings containing the Units and Common Elements therein together with all central utility and other services contained therein, and all buildings, fixtures, equipment and personal property owned by the Association, in the amount determined by the Board. All such policies shall provide that in the event of loss or damage, the proceeds of said policy or policies shall be payable to the Board or to its designee as an insurance trustee on behalf of all of the Unit Owners and mortgagees in said buildings. Said insurance trustee shall be obligated to apply said proceeds as set forth in Article 8.00 of these Bylaws. Each of said policies shall contain a standard mortgage clause in favor of each mortgagee of a unit and shall provide that loss, if any thereunder, shall be payable to such mortgagee as its respective interest may appear, subject however, to the right of the Board or its designee as insurance trustee, to receive said proceeds, to be applied to repair or reconstruction as provided herein; (2) workmen's compensation; (3) public liability insurance insuring the Association and its Members against liability for any negligent act of commission or omission attributable to the Association or any of its Members and which occurs on or in any of the Common Elements of the Condominium or the community or recreational facilities of the Association; (4) burglary, theft and such other insurance as will protect the interests of the Association and its employees; and (5) liability insurance indemnifying the Trustees and Officers of the Association against the liability of errors and omissions occurring in connection with the performance of their duties in an amount of at least \$1,000,000.00 with any deductible amount determined in the sole discretion of the Board and in accordance with recommended guidelines promulgated by the Community Association Institute or other similar agency. All insurance premiums shall be paid by the Association as Common Expenses. Unless 75 percent of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the developer) of the individual condominium units have given their prior written approval, the Board shall not be entitled to (a) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost) and (b) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property. At least once every five (5) years, the Board shall have an appraisal performed of all properties insured by the Association to determine their replacement value.

R. Waiver of Subrogation and Cancellation. All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units.

S. Unit Owner's Insurance. Unit Owners are encouraged to and may obtain insurance on their own account and for their own benefit. No owner shall, however, insure any part of the Common Elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished in any way.

T. Committees. The Board may appoint committees as deemed appropriate in carrying out its purposes, including but not limited to:

1. A Recreation Committee, which shall advise the Board on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, may determine.

2. A Grounds and Maintenance Committee, which shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Elements and shall perform such other functions as the Board, in its discretion, may determine. The Association shall maintain the buffer areas of the Condominium and shall replace landscaping in the buffer areas when such replacement is necessary with similar species of plants or species which provide similar screening characteristics.

3. An Architectural Control Committee, which shall consider requests by Members for modifications to any Common Elements, and shall establish guidelines and procedures for review of such requests consistent with the Master Deed and these Bylaws and shall make recommendations to the Board as to what action should be taken upon such requests.

4. A Covenants Committee, consisting of not less than three nor more than five persons appointed by the Board, a majority of whom shall always be Unit Owners, with the balance comprised of either Unit Owners or tenants. Each person shall serve for a term of one year. This Committee shall assure that the Condominium will always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the aesthetic or property values of the Condominium;
- (3) furthering the comfort of the Unit Owners, their guests, invitees and lessees; and
- (4) promoting the general welfare and safety of the Condominium community.

The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements in accordance with the Master Deed and Bylaws. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, Bylaws, the Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Bylaws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision. The Covenants Committee shall preserve the entry lanes into the parking areas as "No Parking" areas and "Fire Lanes" and shall erect signs in such areas to that effect.

The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines pursuant to Section P hereof and Article 4.01. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board. Despite the foregoing, no action may be taken by

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the Covenants Committee without giving the Unit Owner(s) involved at least (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

U. Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment of the annual Common Expense assessment, the Board shall accelerate the installments of the assessment due for the next twelve (12) month period (at the then applicable rate) and file a lien for such accelerated amount upon notice to the Unit Owner, and if the delinquent installment is not paid by the date set forth in the notice, the then unpaid balance of the accelerated Common Expense assessment shall come due upon such date, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice has been given and whichever shall first occur. If no such notice has been given and default continues, the Board shall, between thirty and ninety days after the default first occurs, accelerate the remaining installments of the assessment, upon similar notice to the Unit Owner, and file a lien for such accelerated assessment as permitted by law if the delinquent installment is not paid by the date set forth in this notice. In the event that such notice is filed, the Board may notify any Institutional Lender holding a mortgage which encumbers the Unit affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of one hundred and twenty (120) days, then the Board shall foreclose the foregoing lien pursuant to law or commence a suit against the appropriate parties to collect said assessment.

V. Interest, Late Fees and Counsel Fees. The Board at its option shall have the right in connection with the collection of any Common Expense assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said assessments or charges by resort to counsel or the filing of a lien, the Board shall add to the aforesaid assessments or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, plus reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as shall be allowable by law.

In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these Bylaws, the reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated to all Unit Owners.

Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to (1) the payment of unpaid litigation expenses; (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; (3) Common Charges, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Elements if recovery of damages to same was the motivation for litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall at the discretion of the Board be treated either as (i) common surplus or as (ii) a setoff against Common Charges generally. Despite the foregoing, if a Unit Owner(s), the Board or any other person or legal entity affected by any such distribution, shall assert that the damages sustained or the diminution in value suffered by a Unit Owner(s) was disproportionate to his or their percentage of common interest, in which event, at the election of either the Association or the unit owner, the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth by the American Arbitration Association.

All Common Charges received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, shall constitute trust funds which shall be expended first for such purposes before expending any part of the same for any other purpose.

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In the event that a Unit Owner succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which said Owner would otherwise be entitled by such judgment or order, he or they shall also be entitled to have the Court order the restitution or recovery of any sums paid to the Board as Common Charges for the litigation expenses in relation to said action or proceeding.

W. Power of Attorney to Institutional Lender. In the event the Board shall not cause the enforcement procedures provided above to be implemented within the time provided, any Institutional Lender for any Unit as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

X. Parking Spaces. To assign and designate certain parking spaces for the use of individual Units and to re-assign and re-designate such parking spaces as the Board deems necessary in its sole discretion. To adopt rules and regulations governing the use of all parking spaces, including the type, size and classification of vehicles permitted to use any space as well as the total number of vehicles which may be parked on the Common Elements on a permanent basis per Unit. The Board shall maintain parking plans and an official parking spaces map showing the current parking space assignments. This map shall be available for inspection in the Association office during normal business hours. The Association shall, upon receipt of a written request, provide the current parking space location to owners who are in the process of conveying their units.

Y. Use of Recreation Facilities. To adopt rules and regulations and to regulate the use of the recreation facilities, including setting the hours of operation, determination of guest fees, the number of persons permitted, the private use by members and their guests, including the charging of fees and scheduling for such private use.

6.00 Damage to Buildings, Reconstruction, Sale, Obsolescence.

6.01 Damage. In the event of fire or other disaster or casualty resulting in damage to the Buildings and/or Common Elements of the Condominium amounting to less than two-thirds of the value of the Condominium, the net proceeds of any insurance collected shall be made available for the purposes of repair, restoration, reconstruction or replacement. Where the insurance indemnity is insufficient to cover the cost of repair, reconstruction, restoration or replacement, the new buildings' costs shall be paid by all of the owners directly affected by the damage, in proportion to the fair market value of their respective Units. If any owner shall refuse to make such payments, the Board shall levy an assessment in an amount proportionate to the fair market value of the Units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. In the event any Unit Owner shall fail to respond to the assessment by payment thereof within a reasonable time, the Association shall have authority to cause such repair, restoration or replacement or reconstruction to be accomplished and to charge the cost thereof, less any applicable insurance credits, to the owners of the Units affected in the proportions mentioned. Such costs less any insurance credits, shall constitute a lien against the Unit of such owner and may be enforced and collected in the same manner as all other liens as hereinbefore provided. The provisions of this Section may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

6.02 Total Destruction. In the event of a total destruction of the entire Condominium, or if the Common Elements are damaged or destroyed to more than two-thirds of the value of the Condominium, the Unit Owners directly affected, may elect to reconstruct or replace the said Buildings

and Common Elements. In the event of an election to reconstruct or replace, payment of the costs thereof shall be made as provided in the preceding section of this Article. (45)

If the Unit Owners elect not to reconstruct or replace, the Unit Owners, with the consent of all of the mortgagees holding first mortgages on the dwelling units, may sell for cash and upon terms, the entire Condominium, provided seventy-five (75%) percent or more of the owners are in accord and so vote at a special or regular meeting of the said unit owners. In the event the election is made to sell, the covenants against partition contained in the Master Deed shall become null and void and said owner or owners shall be entitled to convey their interest in the Condominium and may invoke relief in a Court of Chancery to compel a sale and partition against those owners who have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of the Condominium. After providing for all attorney's fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium, distribution of the combined funds shall be made to the owner or owners of the Units in the said Condominium, in proportion to the fair market value of their respective Units, subject only to the rights of outstanding mortgage holders.

Except as provided in this Article, the Common Elements, both general and limited, shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

6.03 Obsolescence. In the event the Board shall determine that the existing buildings in the Condominium are obsolete, the Board, at any regular or special meeting of the Unit Owners, may call for a vote by the Unit Owners to determine whether or not the entire Condominium should be placed on the market and sold. In the event ninety (90%) percent of the Unit Owners determine that the property should be sold, the applicable provisions of Article 6.02 pertaining to sale of the property shall become effective.

In the event that the Board shall determine that any of the community and recreational facilities and any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the Members, may call for a vote by the Members to determine whether or not the said property should be demolished and replaced. In the event ninety (90%) percent of the Members shall determine that the said property should be demolished and replaced, the costs thereof shall be assessed against all of the Members of the Association in accordance with Article 13 hereof.

7.00 Officers

7.01 Designation. The officers of the Association shall be President, Vice President, Secretary and Treasurer. The Secretary may be eligible to also hold the office of Treasurer. The President shall also be a member of the Board. The Board may also appoint Assistant Secretaries and Assistant Treasurers as it may deem necessary. With the exception of developer appointed Trustees and officers, all officers must be Members of the Association.

7.02 Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting or the first meeting of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the Members of the Board.

7.03 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board. He shall have the general power and duties usually vested in the office of President of an Association, including, but not limited to, the

power to appoint committees from among the Members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and executing thereof shall be delegated by the Board to another officer or agent of the Association.

7.04 Vice-President. The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board.

7.05 Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform like duties for any committees when required. He shall have charge of the minute books and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notices of meetings to the Members, the Board and committees and such other duties as may be prescribed by the Bylaws or by the Board or the President. He shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

7.06 Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. He shall disburse the funds of the Association as may from time to time be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and the Board, at the regular meetings of the Board or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial conditions of the Association.

7.07 Compensation of Officers. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursements for all expenses reasonably incurred in the discharge of their duties.

8.00 Indemnification of Officers and Directors. The Association shall indemnify every Trustee and Officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses, provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any Member or owner of a dwelling unit who is or has been a trustee or officer of the Association or as a Member or owner of a dwelling unit in the Condominium. Nothing contained herein to the contrary shall serve to exculpate members of the Board appointed by Sponsor from their fiduciary responsibilities.

9.00 Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year, unless changed by a vote of two-thirds (2/3) of the full membership of the Board.

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10.00 Corporate Seal. The corporate seal of the Association shall consist of two concentric circles between the circumferences of which shall be inscribed the name of the Association and within the circumferences of the inner circle the words "Incorporated, New Jersey" and the year of incorporation.

11.00 Amendments to Bylaws. These Bylaws and the form of administration set forth herein may be amended from time to time by the affirmative vote of sixty-seven (67%) percent of the total number of votes of Members in the Association, within the limitations prescribed by law. No such modification shall be operative until it is embodied in a recorded instrument which shall be recorded in the Office of the Clerk of Somerset County in the same manner as the Master Deed and original Bylaws.

The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the master deed, by-laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities.

12.00 Dissolution.

12.01 Procedure. In the event it is deemed advisable and for the benefit of the Members of the Association that the Association should be dissolved, the procedures concerning dissolution set forth in the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et. seq. shall be followed.

12.02 Distribution of Assets. In the event of dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the Unit Owners in proportion to the fair market value of their respective Units.

13.00 Members Maintenance Fees. Maintenance costs for the Association and the condominium owned lands and facilities shall be computed on the basis of each unit owner paying 5% of the total operating budget of the Association. Should the actual number of units constructed differ from twenty (20), the maintenance costs payment for each Unit Owner will be determined by a fraction, the numerator of which is 1, and the denominator of which is the actual number of units constructed multiplied by the total operating budget of the Association. However, these amounts shall be adjusted to reflect that owners of Affordable Condominiums pay thirty-three and one-third (33 1/3%) percent of the total individual unit assessment which would have been levied upon all condominium units in Cedar Brook at Branchburg had such assessment been allocated equally to each and every condominium unit both market and affordable. Commencing upon the date upon which the terms and restrictions of the Affordable Housing Plan shall cease to be applicable to a specific Affordable Condominium, such Affordable Condominium shall be assessed in the same manner as all other units which are not Affordable Condominiums. The budget shall provide the complete allocation of the total assessment collected from the Unit Owners without any unallocated surplus remaining.

14.00 Reserves. The Board shall not be obligated to expend all of the revenues in any accounting period and must, by regular installment maintenance payment, rather than by special assessments, maintain reasonable and adequate reserves for, among other things, maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis, emergencies, contingencies for bad weather or uncollected accounts. Despite anything herein to the contrary, the Board, in its determination of the Common Expenses and the preparation of a budget, shall specifically designate and identify what portion of the Common Expenses to be assessed against the Unit Owners is allocable to reserves for each separate item of repair and improvements and the same shall be kept in interest bearing savings accounts appropriately earmarked for each category. Interest earned on such interest bearing accounts shall remain allocable to such reserves and shall not be available for general purposes of the Association. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a

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checking or petty cash account, for the necessary discharge of functions. The Board shall at the time of adoption of the budget for the ensuing year evaluate the adequacy of the reserves and adopt a resolution stating that the reserves are sufficient for the purposes set forth in this Article.

15.00 Agreement for Professional Management. Any agreement for professional management of the Association, or any other contract providing for services of the Sponsor, may not exceed two (2) years. Any such agreement must provide for termination by either party (a) without cause and without payment of a termination fee on ninety (90) days written notice and (b) for cause upon thirty (30) days written notice. Any management agreement entered into between Sponsor and itself or a company owned, operated or controlled by the Sponsor, or in which it has a financial interest prior to the Unit Owners being entitled to elect a majority of the members of the Board, shall not be entered into for a period in excess of one (1) year.

16.00 Maintenance Program for Stormwater Management Facilities. The stormwater management facilities shall be maintained and operated by the Association in accordance with the "Management of Stormwater Facilities" annexed hereto as Exhibit "F-1".

MANAGEMENT OF
STORMWATER FACILITIES

Solberg Tract
Township of Branchburg
Somerset County, New Jersey

Prepared for
K. Hovnanian Companies, Inc.
10 Highway 35
Red Bank, NJ 07701

Prepared by:

Najarian & Associates, Inc.
One Industrial Way West
Eatontown, New Jersey 07724
(201) 389-0220

Job No. 166
Date: October 16, 1987
Revised: November 30, 1988

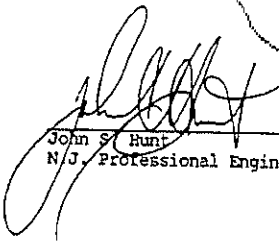

John S. Hunt
N.J. Professional Engineer No. 24822

EXHIBIT "F-1" BK 1834 Pg 526

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1. Management of Stormwater Facilities

Stormwater facilities are designed to serve the dual purpose of controlling the quantity and quality of runoff from urbanizing areas. Environmental impacts associated with land development may include increased flooding, accentuated channel erosion and degradation of stream water quality from runoff pollutants. However, proper design, construction, and maintenance of stormwater facilities can control such impacts (Lager and Smith, 1974). For the planned residential development known as "The Solberg Tract" (Branchburg Township, Somerset County, New Jersey) these stormwater facilities include a detention basin, rip-rap and grass-lined channels (swales), storm sewers, storm sewer inlets, and culverts.

One aspect of stormwater management addresses water quantity and pollution initiated by rainfall, snowmelt, and irrigation occurring over developed and developing areas. The resultant effects on the quality of receiving water bodies come under the broad category of non-point source water pollution. Minimizing non-point sources may be achieved by implementing the above-mentioned structural controls along with nonstructural management practices. These practices include reducing the application of pollutants to the developed land and the removal of these pollutants from the land surface (Lager et. al., 1977). Cleanliness of an urban (or suburban)

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area starts with control of litter, debris, deicing agents and agricultural chemicals such as pesticides and fertilizers.

The Solberg Tract provides an ideal conduit for proper land management practices. Through an aware Homeowners' Association, continued maintenance for stormwater facilities can be provided. This manual recommends procedures for maintenance of the physical stormwater facilities to assure their proper operation in the future.

2.1 Detention Basin Maintenance

In its simplest form, detention means capturing stormwater and controlling the release rate to decrease downstream peak flow rates. On-site detention uses simple ponding techniques on open areas where stormwater can be accumulated without damage or interference to essential activities. The design essentials include a contained area that allows the stormwater to pond and a release structure to control the rate of discharge from the basin. The release structures for the Solberg Tract are a combination of small diameter pipes and weirs. The capacity of the pipe and/or weir limits the flow rate to a level acceptable to the downstream system. Where the depth of ponding has to be limited, the release structure will have an automatic overflow to prevent excessive ponding.

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The area set aside for the water to pond is known as the "detention basin." Detention basins are the most common form of detention. The facilities are carefully planned so that the detention basin enhances the value of the site. Basins that are dry between storms (i.e. "Dry Basins") are often designed to be used as baseball fields, tennis courts, and general open space. The design concept for the Solberg Tract incorporates one "Dry Basin" on the site (Najarian & Associates, January, 1987).

This detention basin is the primary control for stormwater runoff at the Solberg Tract. The design of the basin follows Somerset County and Branchburg Township regulations which specify that the peak rate of runoff after development shall be equal to or less than the pre-development peak rate of runoff. The design criteria are applied over a number of storm frequencies and durations. In addition to controlling the peak rate of runoff from the Solberg Tract, the detention basin inherently controls the effects of stormwater generated pollutants. The processes which provide for this removal are the biochemical uptake of dissolved constituents and the subsequent settling of particulate materials to the pond bottom.

Maintenance is required to protect the integrity of the detention basins and to facilitate optimum treatment efficiency (Lager et. al., 1977). The following guidelines

are recommended for management of the detention basins at the Solberg Tract:

1. Inlet and outlet structures should be inspected periodically and maintained to design specifications.
2. Outlets, side banks, and adjoining areas should be kept free of debris, including grass clippings, as part of normal ground maintenance practice.
3. Once a year, detention basins should be inspected to detect any major structural problems.
4. Pesticide and fertilizer use should be controlled by the Homeowners' Association so that only appropriate quantities for lawn maintenance are applied. All pesticides shall be applied by a licensed applicator.
5. Any materials present in or washed into the detention basin which pose a health or safety problem should be immediately removed and properly disposed.
6. Sediment accumulation in the basin should be checked on an annual basis and removed as required.

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1.2 Storm Sewer Maintenance

Storm sewer cleaning involves routine periodic inspection of the sewer system. Any lines found to be plugged or restricted should be cleaned. The major causes of restrictions in large diameter sewers are siltation and accumulation of large debris (e.g. tree branches). In small diameter sewers, siltation and penetration of tree roots are the major problems. Beneficial aspects of periodic maintenance include reduced local flooding, reduced emergency (e.g. during severe storm) repairs, and reduced pollutant loading.

Many variations of sewer cleaning equipment have been used, covering a variety of hydraulic, mechanical, manual, and combination devices. The basic concept involved in sewer cleaning is that a tool is pushed or pulled through the sewer to remove an obstruction or it causes the obstruction to be resuspended in the flow and carried out of the system.

Flushing of storm sewers on a regular basis can ensure the continuing capability of storm sewers to carry their design capacity as well as to alleviate the build-up of solids. Such flushing can be particularly beneficial on sewers with very flat slopes. If a modestly large quantity of water is discharged through these flat sewers periodically, small accumulations of solids can be washed from the system.

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All debris should be removed from storm sewer inlets as part of normal ground maintenance. A common stormwater management problem is the use of stormwater inlets as a receptacle for the disposal of many different kinds of materials. Typical examples are leaves, garden clippings, and used automobile crankcase oil. These materials result in the deterioration of stormwater quality. The effects of poor runoff quality will be translated to the receiving water. Public education is the most valuable measure for reducing this type of stormwater problem. Most people have very little idea of what happens to waste discharged to stormwater inlets. By establishing a program which encourages proper disposal of solid wastes, benefits will accrue to water pollution control.

1.3 Swale Maintenance

Maintenance of swales can cover a wide range of cleaning tasks. Debris to be removed can consist of trash, garbage, yard trimmings, and tree branches. Management is critical to their efficient operation and control of channel erosion. Several swales have been designed for the Solberg Tract. The following guidelines are recommended for their continued efficient operation.

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1. Debris should be removed from the channels regularly.
2. Grass swales should be mowed and maintained according to the landscape schedule and the clippings removed.
3. Any new plantings should be placed above high water levels so as not to interfere with the flow of water or the hydraulic capacity of the channel.
4. Swales should be inspected regularly for erosion. Erosion should be repaired immediately (by resodding or new rip-rap) and preventative measures taken to avoid future erosion.

1.4 Culvert Maintenance

Culverts are found throughout the site. These culverts are used under roadways to connect swales and natural drainage ways, and to discharge extreme flows from the detention basins. Maintenance of culverts is required in order to sustain the design capacity. The following maintenance guidelines apply to culverts:

1. All culverts and headwalls should be inspected once a year for structural integrity and repair as needed.

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2. All debris should be removed from the entrances and within culverts to allow maximum carrying capacity. This should be performed as part of regular ground maintenance.
3. Culverts should be checked once a year for sediment accumulation. Sediment should be removed when it reaches a depth which would interfere with the design capacity of the pipe (approximately 10 percent of pipe diameter).

1.5 Roadway Maintenance

Large quantities of silt, debris, and pollutants often accumulate in roadway swales and gutters. These accumulations can become unsightly and are often the primary source for sedimentation within the drainage system. To reduce these effects all streets within "The Solberg Tract" will be mechanically swept four times per year.

The above recommended procedures for maintaining stormwater facilities will assure the proper operation of these facilities through time. Benefits derived from such maintenance include continued control of flooding, reduction in non-point source pollution, an aesthetically pleasing detention basin, and reduced emergency repairs.

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REFERENCES

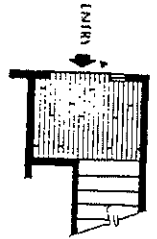
Lager, John A. et. al., Urban Stormwater Management and Technology: Update and User's Guide, EPA 600/8-77-014, September 1977.

Lager, John A. and Smith, William G., Urban Stormwater Management and Technology: An Assessment, EPA 670/2-74-040, December 1974.

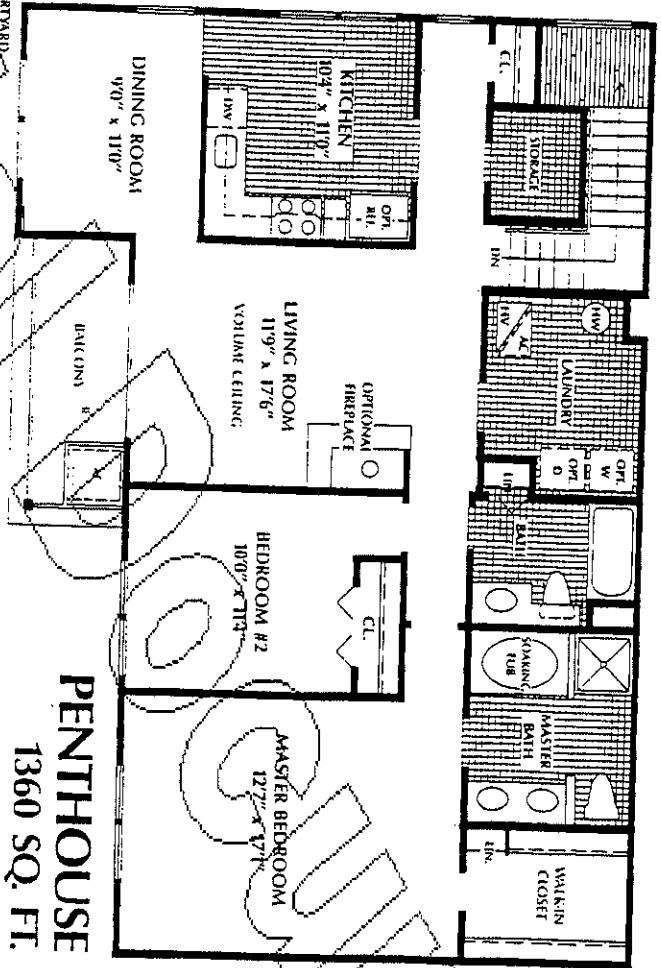
Majarian & Associates, Inc., Stormwater Management Report Society Hill at Branchburg, November 1986.

U.S. Environmental Protection Agency, Water Planning Division, Results of the Nationwide Urban Runoff Program, December 1983.

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*limited common element
(COURTYARD)
CONDITION



Full architectural plans for this unit are available for inspection at the sales office.

BK1834PG536

EXHIBIT "G"

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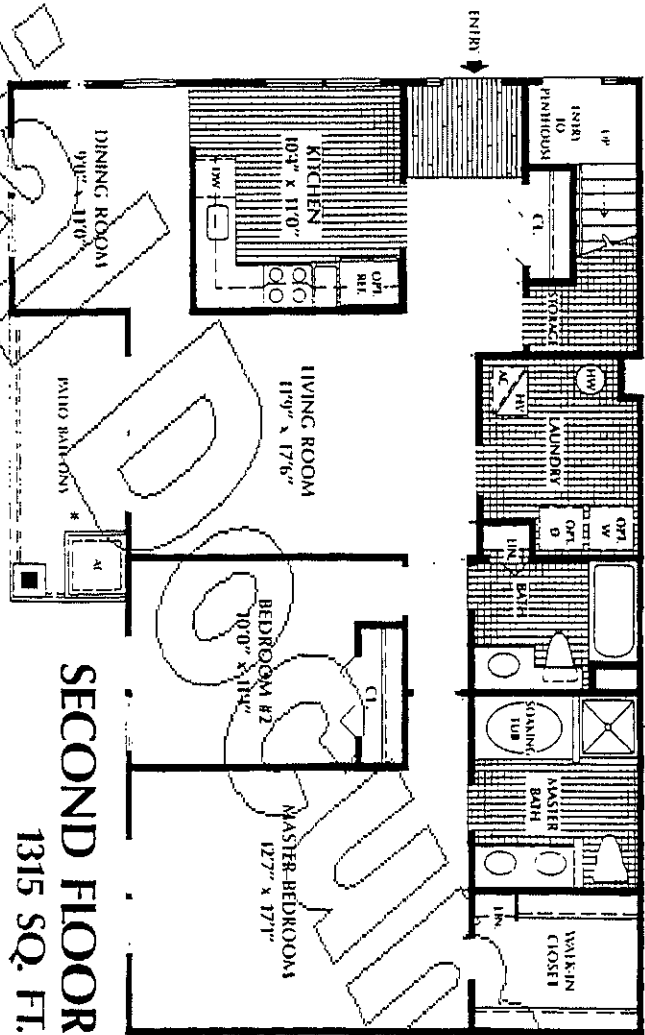


* Limited common element

Full architectural plans for this unit are available for inspection at the sales office.

MODEL GH 1350

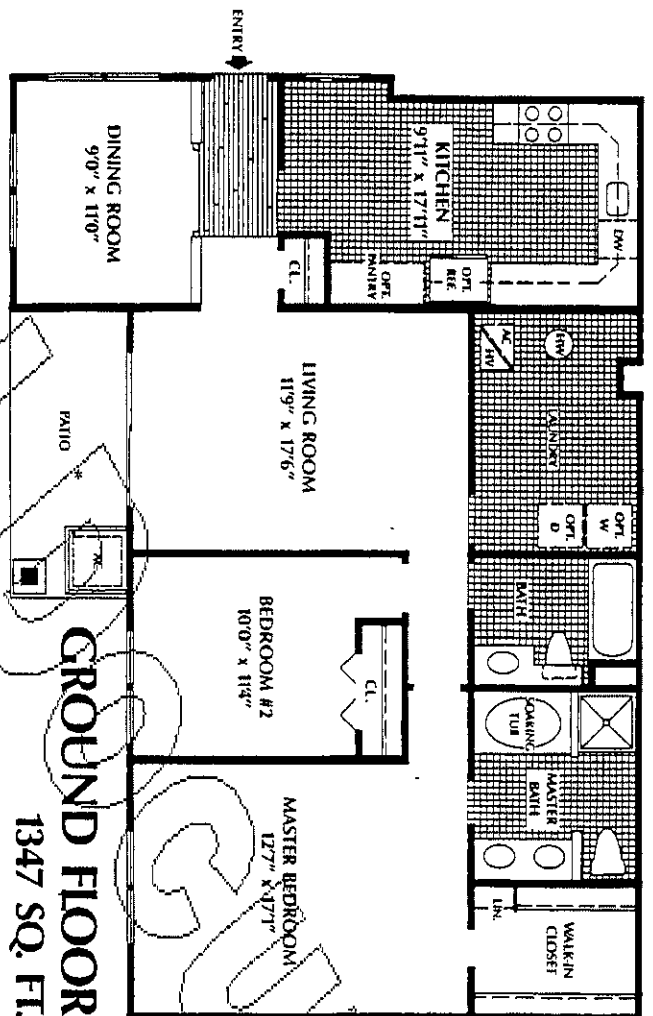
SECOND FLOOR 1315 SQ. FT.



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ALL DIMENSIONS ARE APPROXIMATE.

* limited common element

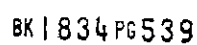
Full architectural plans for this unit are available for inspection at the sales office.

MODEL GH-1350

GROUND FLOOR
1347 SQ. FT.

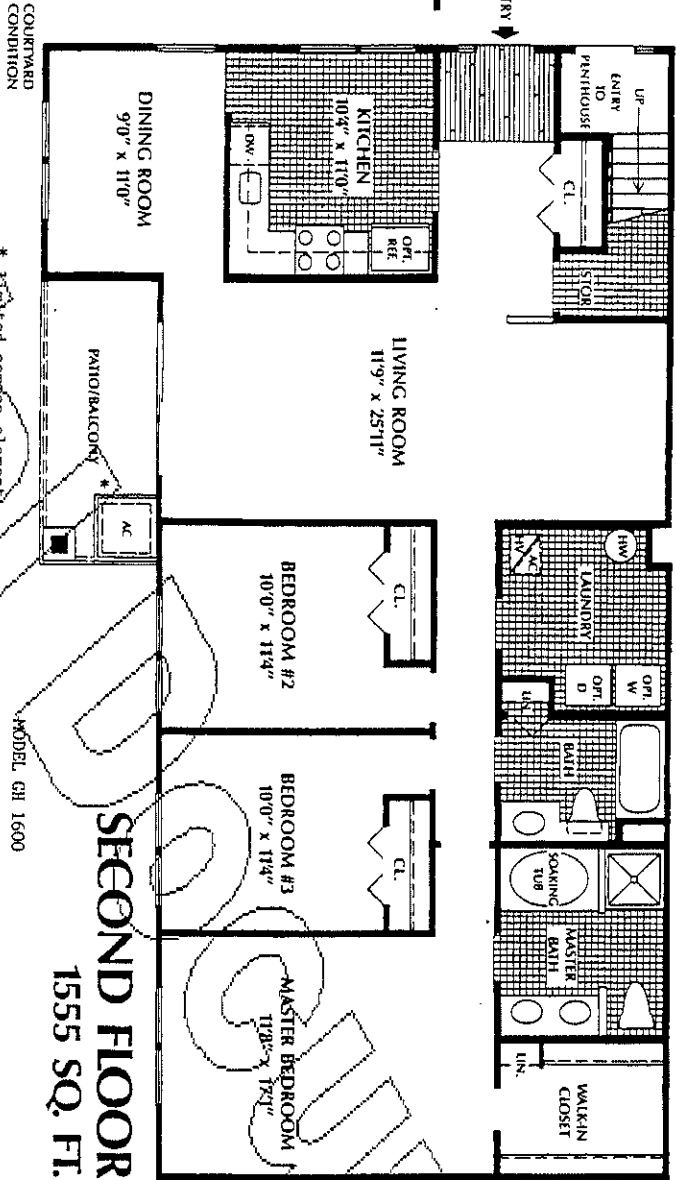
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Full architectural plans for this unit are available for inspection at the sales office.

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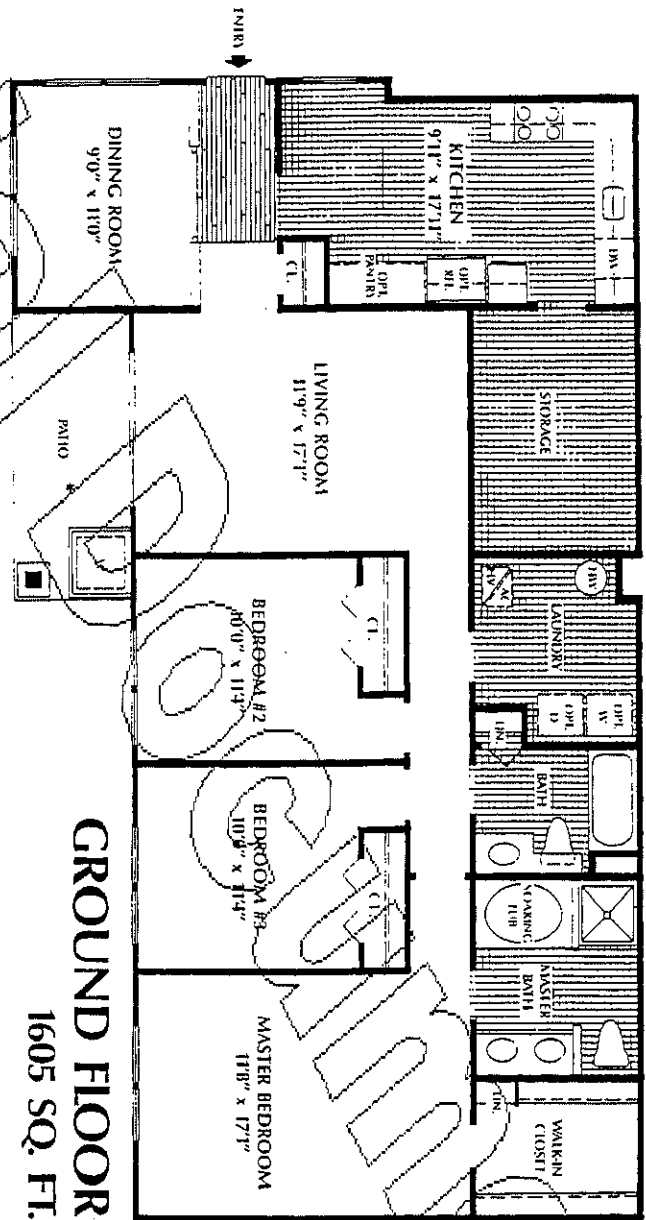
* linked common element
P&H architectural plans for this unit are available
for inspection at the sales office.

SECOND FLOOR
1555 SQ. FT.

8K | 834 PG540

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ALL DIMENSIONS ARE APPROXIMATE.
* limited common element

MODEL GH 1600

GROUND FLOOR

1605 SQ. FT.

Full architectural plans for this unit are available for inspection at the sales office.

BK1834PG541

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IN WITNESS WHEREOF, the Sponsor has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed this 28th day of October, 1991.

ATTEST:

K. HOVNANIAN AT BRANCHBURG III, INC.

Edward A. Israelow
EDWARD A. ISRAELOW,
Assistant Secretary

BY: Bruce M. Grosse
BRUCE M. GROSSE,
President



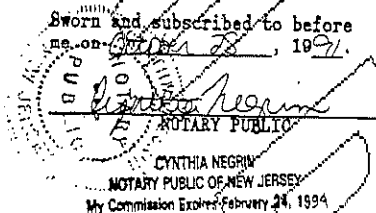
STATE OF NEW JERSEY:
:SS
COUNTY OF MONMOUTH:

I certify that on October 28, 1991, EDWARD A. ISRAELOW, personally came before me and he acknowledged under oath, to my satisfaction, that: he is the Assistant Secretary of K. Hovnanian at Branchburg III, Inc., the corporation named as Grantor in this Master Deed; he is the attesting witness to the signing of this Master Deed, by the proper corporate officer who is BRUCE M. GROSSE the President of the corporation; this Master Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; he knows the proper seal of the corporation which was affixed to this Master Deed; he signed this proof to attest to the truth of these facts.

Edward A. Israelow
EDWARD A. ISRAELOW

25451

Sworn and subscribed to before
me on October 28, 1991.



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REC. 1/15/93
SOMERSET COUNTY CLERK

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R. PETER HORN

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
AFFORDABLE HOUSING AGREEMENT

Prepared by:

Edward A. Israelow
Edward A. Israelow, Esq.

A DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 17TH day of DECEMBER,
1992 between SANJAY N. PATEL & BHAVANA S. PATEL owner of the properties desig-
nated in Section II PROPERTY DESCRIPTION, hereafter "OWNER",
and The Township of Branchburg thereafter
"AUTHORITY", _____ both parties having agreed that
the covenants, conditions and restrictions contained herein shall be imposed
on the Affordable Housing unit described in Section II PROPERTY
DESCRIPTION for a period of at least 30 years beginning
on 12/17/92 and ending at the first non-exempt transfer of title
after 30 years unless extended by municipal resolution as described in Sec-
tion III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required
by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide
for their fair share of housing that is affordable to households with low
or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such
designated housing remains affordable to low and moderate income house-
holds for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing
(hereinafter "Council") to assist municipalities in determining a realistic
opportunity for the planning and development of such affordable housing;
and

WHEREAS, pursuant to the Act, the housing unit (units) described
in Section II PROPERTY DESCRIPTION hereafter and/or an attached
Exhibit A of this Agreement has (have) been designated as low and moder-
ate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the
described housing units (unit) remain(s) affordable to low and moderate
income-eligible households for that period of time described in Section III
TERM OF RESTRICTIONS.

Record and Return To:

Township Clerk
Township of Branchburg
1077 US Route 202
Somerville, NJ 08876

P. S. N. Gupta

E. A. Israelow

For Township Clerk

REC JAN/27/1993 03:45PM 001711

SOMERSET COUNTY CLERK SLR 43.00

BK2211 PG307

RECORDED IN MORTGAGE

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income-eligible households at a maximum resale price determined by the Authority for the specified period of time.

1. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt. *

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

*Means any of the following:

1. A father, mother, grandparent, grandchildren, husband or wife;
2. A child or children of a decedent, including any stepchild of a decedent or child or children adopted by a decedent in conformity with the laws of this State, or of any of the United States or of a foreign country;
3. The issue of any child or legally adopted child of a decedent;

or

4. Any child to whom the decedent for not less than ten years prior to the transfer stood in the mutually acknowledged relationship of a parent, provided the relationship began at or before the child's fifteenth birthday and was continuous for ten years thereafter.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 17.15 Lot 2.01 Municipality Branchburg

County Somerset # of Bedrooms 3

Complete Street Address & Unit # 02-F2

City Somerville State New Jersey Zip 08876

III. TERM OF RESTRICTIONS

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:92-5.3(b); or at the first non-exempt sale after thirty (30) years

from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the maximum allowable price established by the authority be lower than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTIONS shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to twenty (20) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTIONS.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than contemporaneously with the filing of the unit deed.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTIONS. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE

HOUSING AGREEMENT dated DECEMBER 17, 1992, to be recorded simultaneously herewith, and the "Affordable Housing Plan for Cedar Brook at Branchburg Condominium" dated July 21, 1992, which plan was filed in the Office of the Clerk of Somerset County in Deed Book 1866 at Page 256 on July 23, 1992 and is on file with the Branchburg Township Clerk. This is a LOW income unit."

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons-claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income Information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in

calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinated only to the first Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgage shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgage, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or

an entity acting on their behalf and all subsequent purchasers. Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums. First

Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, ethics on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing

Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in SECTION II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below: 1077 US Route 202, Somerville, NJ 08876
Attention: Township Clerk

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties:

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

Dated: 12/17/92

ATTEST: Rajath Gupta

By: [Signature]
Signature (Owner) SANJAY N. PATEL

[Signature]
Signature (Co-Owner) BHAVANA S. PATEL

Dated: September 17, 1992

ATTEST: [Signature]

By: [Signature]
Signature (Authority)

STATE OF NEW JERSEY)

_____)ss


COUNTY OF Monmouth)

BE IT REMEMBERED, that on this 17th day of December, 1992, before me, the subscriber, RAJAT K. GUPTA, Esq. personally appeared Sanjay N. and Bhavana S. Patel who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing

Sworn to and subscribed before me,
the date aforesaid.

RAYAT GUPTA
RAYAT K. GUPTA
an attorney at Law of N.J.

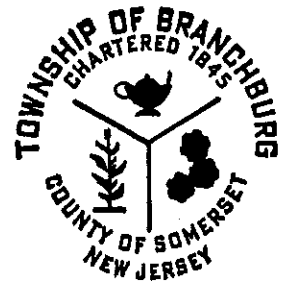
STATE OF NEW JERSEY)
) ss:
COUNTY OF SOMERSET)


~~Notary Public of New Jersey~~
~~My Commission Expires~~
Mark S. Anderson
attorney at law of NY

Township of Branchburg

27 CEDAR GROVE ROAD, SOMERVILLE, N. J. 08876

TELEPHONE (201) 526.1300



OFFICE OF THE

Planning Board

September 28, 1987

Mr. Edward Israelow
K. Hovnanian Companies of New Jersey
10 Highway 35
P.O. Box 500
Red Bank, NJ 07701

RE: SPR#264 - K. Hovnanian, Solberg Tract

Dear Mr. Israelow,

The attached resolution granting approval of the above application was adopted by the Planning Board of the Township of Branchburg at the meeting held on September 22, 1987.

Please be advised that it is the applicant's responsibility to ensure compliance with all terms and conditions of the approving resolution. To avoid delays with the building permits, etc., notify the Township Engineer when all conditions of approval have been met. Maps, plans and deeds will then be processed for approving signatures.

If you have any questions, please do not hesitate to contact the Board Office.

Very truly yours,

TOWNSHIP OF BRANCHBURG
PLANNING BOARD

David S. Post

David S. Post, Chairman

Attachment

cc: Chairman
Admin./Township Clerk
Township Engineer
Zoning Officer
Building Inspector
Tax Assessor
Tax Collector
W. P. Westling, Esq.

RESOLUTION OF MEMORIALIZATION
TOWNSHIP OF BRANCHBURG PLANNING BOARD
SOLBERG TRACT

K. HOVNIANIAN COMPANIES OF NEW JERSEY, INC. - APPLICANT
TOWNSHIP OF BRANCHBURG - OWNER
PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR BLOCK 17, LOT 14

WHEREAS, K. Hovnianian Companies of New Jersey, Inc. ("Hovnianian") has filed an application for preliminary and final site plan approval to construct 250 condominium homes and associated amenities on lands owned by the Township of Branchburg and identified as Block 17, Lot 14 on the tax map of the Township of Branchburg; and

WHEREAS, these applications are brought pursuant to and in compliance with the terms of a Consent Judgement entered into between the Township of Branchburg, the Township of Branchburg Planning Board, Pizzo and Hovnianian, which Consent Judgement was signed by the Honorable Eugene D. Serpentelli, JSC, on October 6, 1986; and

WHEREAS, Hovnianian has submitted the following applications, documents and plans in connection with this application:

1. Preliminary and Final Site Plan Application along with applicable checklist and appropriate fees;
2. Stormwater Management Calculations for Lot 14, Block 17 in the Township of Branchburg prepared by Najarian & Associates, Inc. and dated January 5, 1987;
3. Site Plan entitled Solberg Tract, Lot 14, Block 17, prepared by Najarian & Associates, Inc., dated January 5, 1987, consisting of thirty (30) sheets;
4. Architectural Plans for the recreational building prepared by the Paul Partnership and consisting of sheets A-1 through A-6;
5. Architectural Plans prepared by Garrison Architects entitled Solberg Tract, consisting of twenty-six (26) sheets;
6. Corporate Disclosure Affidavit for K. Hovnianian Companies of New Jersey, Inc.; and

WHEREAS, due notice of the hearings was properly given and public hearings were held on June 23, 1987, July 14, 1987, and August 11, 1987, at which time all interested members of the public were given full and ample opportunity to be heard; and

WHEREAS, the record in this case consists of the testimony placed into the record on June 23, 1987, July 14, 1987 and August 11, 1987, along with all of the maps, reports, documents and like material submitted during the approval process.

Having listened to the testimony and reviewed the record, the Township of Branchburg Planning Board hereby makes the following findings of fact:

1. The plan is in compliance with the Consent Judgement entered into between the Township, the Township Planning Board, Pizzo and Hovnanian and signed by the Honorable Eugene D. Serpentelli, JSC, on October 6, 1986.
2. There are no taxes due since the premises are Township owned.
3. Site Location and Features - The site is located south of Industrial Parkway, east of County Line Road, with Chambers Brook forming the southerly property line. The site slopes downward from north to south, with elevations of up to approximately one hundred sixty (160') feet in the northerly section and ninety (90') feet along the southerly stream corridor.
4. Buildings - The building locations and road layout were designed to parallel the contours to as great an extent as possible, thereby attempting to minimize site disturbance. All buildings are designed to be two-stories on one side and three-stories on the reverse side, thereby taking advantage of the natural contours of the land.
5. Common Open Space - Applicant is providing in excess of seventy (70%) percent of the lands in common open space, which far exceeds the requirement of twenty (20%) percent set forth in the Consent Judgement. This common open space will include the following amenities: tennis court, pool and deck area, and recreation building.
6. Density and Parking - Block 17, Lot 14, contains approximately fifty (50) acres. With the proposed two hundred and fifty (250) condominium homes, the density is approximately five (5) dwelling units per acre, all in conformance with the terms of the Consent Judgement. Five hundred and twenty-seven (527) parking spaces are proposed, which exceeds the required number of five hundred (500).
7. Mount Laurel Housing - In accordance with the terms of the Consent Judgement, applicant will construct one hundred and forty (140) Mount Laurel homes on this site. Seventy (70) of these homes shall be affordable to low income families and seventy (70) shall be affordable to moderate income families in accordance with the terms of the Consent Judgement. The remaining one hundred and ten (110) units will be unrestricted market units.

8. Utilities - The following utilities will provide service to this development:

Water - Elizabethtown Water Company
Gas - Public Service Electric & Gas Company
Electric - Jersey Central Power & Light
Telephone - New Jersey Bell
Sewer - Somerset-Raritan Valley Sewerage Authority

Sewage will flow into an existing sanitary sewer line adjacent to the southeast corner of the property, and ultimately to the SRVSA for treatment.

9. Traffic and Internal Circulation - Access to the site will be provided by the Applicant constructing an approximately one hundred and twenty (120') foot additional section of road from a current stub which lies off of Industrial Parkway, to the property line. Once on site, there is a loop type of circulation system with two dead-end courts. At the end of roads "B" and "D", Applicant will add to its plans a twenty-six (26') foot by one hundred (100') foot hammerhead section of grass pavers to facilitate turning movements of emergency vehicles.

There was discussion during the hearings about a second access to County Line Road. Objectors appeared to encourage that this be a primary access. There is an existing approximately 700 foot long easement from the property line to County Line Road. At the intersection of this easement and County Line Road, County Line Road is unimproved in both directions. Applicant took the position that in light of the unimproved condition of County Line Road, that access to County Line Road should be restricted to emergency access on a stone road. However, applicant agreed to escrow with the Township sufficient monies to complete this road at a later date, as more fully set forth in the "Conditions" portion of this Resolution. The Planning Board finds and determines that primary access off of Industrial Parkway, emergency access via a stone road to County Line Road, with developer escrowing sufficient monies to enable the completion of this road in the future is adequate and appropriate for this site.

10. Landscaping - Detailed landscaping plans were submitted as a part of this application. Changes and additions will be made to the plans based upon comments of the Township Planner as will be more fully set forth in the "Conditions" portion of the Resolution.

11. Trash Collection and Recycling - Applicant originally proposed curbside pick-up for trash collection. Due to its experience in other developments, it is now proposing to collect trash in dumpsters around the site. The Planning Board finds and determines that this is acceptable, subject to approval by the Township Planner of the screening and location of these dumpsters. Applicant shall include provisions in the By-Laws of the Condominium Association to ensure that the residents of the Association use these dumpsters in a proper manner. Applicant further agrees to comply with the local and County of Somerset recycling requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of Branchburg, in the County of Somerset, that the preliminary and final site plan application for Block 17, Lot 14, be approved with the following conditions:

1. Applicant shall provide to the Township Attorney and Planning Board Attorney a copy of the proposed condominium Master Deed and By-Laws which shall be approved by said attorneys within 30 days of submittal of same and prior to issuance of the first certificate of occupancy.
2. No frame construction shall commence until the roads leading to a particular building to be framed are in a passable condition.
3. Roads will be kept clear of materials and construction equipment to permit access by emergency vehicles.
4. All fire hydrants in the immediate work area shall be fully operational and accessible prior to commencement of frame construction.
5. Minimum fire flow on all individual hydrants shall be 1,500 GPM at 20 PSI residual. Total fire flow for any two adjoining hydrants shall be at least 2,500 GPM at 20 PSI residual.
6. Applicant shall not locate fire hydrants so as to impede emergency access.
7. The stormwater management facilities located within the development shall be owned and maintained initially by the applicant and subsequently by the condominium association. Applicant shall prepare and submit to the Township Engineer a maintenance program for such facilities, which program will be subject to the review

and approval of the Township Engineer and will be made a part of the condominium documents.

8. Applicant shall be permitted to place construction, sales and service offices/trailers on the premises. In addition, applicant shall be permitted to construct six model units on the premises after receipt of applicable permits. None of the above shall be within 20 feet of any roadway.
9. Applicant shall furnish a performance guarantee in a form and amount satisfactory to the Township Attorney and Township Engineer in the sum of 120 percent of the cost of all improvements required to be bonded by the Township.
10. Applicant shall furnish a maintenance guarantee in a form and amount satisfactory to the Township Attorney and Township Engineer in the total sum of 15 percent of the cost of all required bondable improvements upon release of the performance guarantees.
11. Applicant shall secure a Stream Encroachment Permit and a Sewer Extension Permit from the New Jersey Department of Environmental Protection and all other applicable governmental approvals prior to construction of improvements and issuance of a building permit and provide a copy of same to the Township Engineer.
12. In regard to the comments of the Township Planner in his memorandum of May 19, 1987, Applicant shall do the following:
 - a. The ground cover for the island in Court C will be lawn.
 - b. The patios facing the road or parking areas will have a double row of deciduous shrubs or a single row of evergreens, at a height of 3 1/2 feet.
 - c. Applicant will add shrub massing along the edge of the detention basin.
 - d. Applicant will include on its plans a street light at the intersection of Road C and County Line Road.
 - e. Applicant will include a pedestrian connection consisting of shredded hardwood bark between buildings 3 and 10. The detail for containing the bark shall be subject to the review and approval of the Township Engineer and Township Planner.

13. Applicant shall relocate the hydrant situated in the island of Court C to the south side of Road C adjacent to Station 7 + 90.
14. Applicant shall make available to the Township \$5,000.00 to enable the Township to conduct a comprehensive traffic study. The results of the study, however, will in no way require that any additional off-site or off-tract contributions be made or work be done by the applicant. These monies shall be given when the engineering plans are signed off by the Township.
15. Applicant shall be allowed to add dumpsters, suitably screened, for the purpose of garbage collection. The screening and location of these dumpsters shall be subject to the approval of the Township Planner.
16. Applicant shall place snow fencing around the save tree areas.
17. In regard to the comments of the Acting Assistant Township Engineer, Dave Evans, in his memorandum of May 29, 1987, applicant shall do the following:
 - a. Roof drain outfalls will be located in the field in consultation with the Township Engineer on a case-by-case basis.
 - b. The pipe between CB #2-4 and #2-3 will be redesigned to increase the slope.
 - c. Applicant will revise its plans to call up those locations where it is necessary to encase the sanitary sewer lines where they cross storm sewer lines.
 - d. Applicant's sanitary sewer plans show four (4) different bedding details for pipe installation. The type of bedding to be used is dependant upon soil conditions and applicant will add a note on its plans that the bedding detail will be determined by applicant's field engineer at the time of construction.
 - e. Applicant will revise sheet 24 to reflect that all swales shall be sodded.
 - f. Applicant shall revise sheet 25 to include an appropriate grate at the outlet structure.

The grate should be removable, and be of aluminum bar stock or aluminum bar rod material.

- g. Applicant will contact the County regarding the County's recycling requirements and comply with these requirements.
 - h. Applicant shall add a note on sheet 26 that the apron will be flat at outfall headwalls.
 - i. Applicant has presented to the Township Engineer and Township Fire Official a proposed hammerhead extension for Roads "B" and "D". This will be a twenty-six (26') foot by one hundred (100') foot grass paver hammerhead section and the design will be incorporated within applicant's final plans.
18. Access to County Line Road shall be handled in the following manner:
- a. Hovnanian will construct a private stone drive suitable as a means of emergency access from the property line to County Line Road. The design will be coordinated with the Township Engineer. It will be a type of construction that does not require an approval from Readington.
 - b. Hovnanian will deposit with the Township of Branchburg a cash escrow in an amount sufficient to complete the road to the full specification as shown on sheet 16 of its plans.
 - c. The cash escrow will be administered as follows:
 - 1) The money will be held in trust by the Township of Branchburg in an interest bearing account;
 - 2) The money will be deposited when construction commences on this project;
 - 3) The Homeowners' Association will maintain this private drive until such time as it may become a public road;
 - 4) Readington will have the right to request and obtain the money to

improve the right-of-way up to the amount of money deposited, along with accumulated interest. The money would have to be requisitioned by Readington so that the road would in fact be completed within five (5) years of the issuance of the last certificate of occupancy;

- 5) Branchburg, during this five year period, will have the right to use this money at anytime to complete the road, as long as Readington has not contracted to do the work.
- d. In the event that Readington does not use the money within the five (5) year period as set forth above, Branchburg may use the money to do the improvement itself or to do other improvements in close proximity to the development,
- e. This provision will only be operative if Readington does not consent to Hovnanian doing the road as set forth on sheet 16, or at a less stringent standard as may be required by Readington, without the requirement for any off-site or off-tract improvements or contributions or upon terms otherwise acceptable to Hovnanian, in its sole discretion.

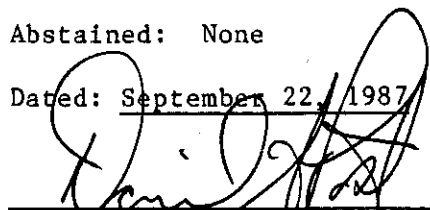
Roll Call:


Ayes: Mayor Richard Walsh, David Post, Thomas Lembrich, Wilma Matysek, Andrew Phillips, Terry Taylor

Nays: None

Abstained: None

Dated: September 22, 1987


David Post, Chairman


Wilma Matysek, Secretary

6.C. Whiton Hills

Prepared by:

Mark S. Anderson

AFFORDABLE HOUSING AGREEMENT, RENTAL PROPERTIES

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is between S/K Old York Road Associates, L.P., owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "Owner", and Township of Branchburg, hereafter "Municipality", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing units described in Section II PROPERTY DESCRIPTION for a period of thirty (30) years beginning upon the issuance of the Certificate of Occupancy and ending on August 17, 2026 or, as to any Affordable Housing rental unit which is occupied by an income-eligible household on that date, when that unit becomes vacant.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c.222) hereinafter the "Act," the housing units described in Section II PROPERTY DESCRIPTION have been designated as low income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of 30 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, the purpose of this Agreement is to ensure that the described rental units remain affordable to low and moderate income eligible households for that period of time described in Section III TERMS OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing units to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

I. DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the applicable Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.



"Agreement" shall mean this written Affordable Housing Agreement between the Municipality and the Owner.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization approved by the Municipal for the purpose of monitoring the longterm affordability controls and leasing restrictions for the period of time specified in the Agreement. The Authority shall serve as an instrument of the Municipality.

"Base Rent" shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low Income-Eligible Household from the Authority.

"Consumer Price Index (CPI)" shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total calculated amount of a household's annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period.

"Gross Rent" shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to that portion of the Owner's interest in the development commonly known as "Whiton Hills", situate in Branchburg Township, Somerset County, New Jersey, all being in Block 74, Lot 1 as shown on the Township Tax Map and being more particularly described in Exhibit A annexed hereto.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied or the date an affordable occupied rental unit has been certified as standard, whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner shall not rent an Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent an Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low Income-Eligible Households.

C. The Owner shall sell an Affordable Housing unit only in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-9) to ensure that the Affordable Housing unit remains affordable to and occupied by Low Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the Somerset County Clerk. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed with the Somerset County Clerk."

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not the party is qualified as a Low Income Eligible Household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing Unit without the prior written approval of the Authority.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage and/or any Authority approved second mortgages to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the Somerset County Clerk to the Authority after they have been signed, dated and recorded.

K. The Owner may be obligated to pay a service fee to the Authority.

IX. FORECLOSURE

This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by the Owner, the Municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Municipality may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignments, the Municipality shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the rents of designated Affordable Housing units remain affordable to Low Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: S/K Old York Road Associates, L.P.
 520 U.S. Highway 22 East
 P.O. Box 6872
 Bridgewater, NJ 08807

To the Municipality: Township of Branchburg
1077 Route 202
Branchburg, NJ 08876

Or such other address that the Owner or Municipality may subsequently designate in writing and mail to the other party.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of or in opposition to the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Municipality, the Authority, and their respective successors.

XV. SEVERABILITY

A. It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

B. In the event that any provision, condition covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under the covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing rental units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the Somerset County Clerk.

EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to the owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block 74 Lot 1 Municipality Township of Branchburg

County Somerset # of Units 74

Complete Street Address & Unit # See Schedule annexed

City Somerville State New Jersey Zip 08876

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of 30 years beginning upon the issuance of the Certificate of Occupancy and ending on August 17, 2026 or, as to any Affordable Housing rental unit which is occupied by an income-eligible household on that date, when that unit becomes vacant.

LOW AND MODERATE WHITON HILLS UNITS

101 BERMUDA DRIVE	2-BED MODERATE
102 BERMUDA DRIVE	3-BED MODERATE
103 BERMUDA DRIVE	2-BED MODERATE
111 BERMUDA DRIVE	1-BED MODERATE
112 BERMUDA DRIVE	1-BED MODERATE
201 BERMUDA DRIVE	2-BED MODERATE
202 BERMUDA DRIVE	3-BED MODERATE
203 BERMUDA DRIVE	2-BED MODERATE
211 BERMUDA DRIVE	1-BED MODERATE
212 BERMUDA DRIVE	1-BED MODERATE
301 NAOMI WAY	2-BED MODERATE
302 NAOMI WAY	3-BED MODERATE
303 NAOMI WAY	2-BED MODERATE
311 NAOMI WAY	1-BED MODERATE
312 NAOMI WAY	1-BED MODERATE
403 NAOMI WAY	1-BED MODERATE
404 NAOMI WAY	1-BED MODERATE
410 NAOMI WAY	2-BED MODERATE
411 NAOMI WAY	3-BED MODERATE
412 NAOMI WAY	2-BED MODERATE
501 JUSTIN WAY	2-BED MODERATE
502 JUSTIN WAY	3-BED MODERATE
503 JUSTIN WAY	2-BED MODERATE
509 JUSTIN WAY	1-BED MODERATE
510 JUSTIN WAY	1-BED MODERATE
601 BERMUDA DRIVE	2-BED MODERATE
602 BERMUDA DRIVE	3-BED MODERATE
603 BERMUDA DRIVE	2-BED MODERATE
609 BERMUDA DRIVE	1-BED MODERATE
612 BERMUDA DRIVE	1-BED MODERATE
701 BERMUDA DRIVE	2-BED MODERATE
702 BERMUDA DRIVE	3-BED MODERATE
703 BERMUDA DRIVE	2-BED MODERATE
711 BERMUDA DRIVE	1-BED MODERATE
712 BERMUDA DRIVE	1-BED MODERATE

EXHIBIT A - SCHEDULE

Page 2 of 2

801 BERMUDA DRIVE	2-BED MODERATE
802 BERMUDA DRIVE	3-BED MODERATE
803 BERMUDA DRIVE	2-BED MODERATE
811 BERMUDA DRIVE	1-BED MODERATE
812 BERMUDA DRIVE	1-BED MODERATE

903 BERMUDA DRIVE	1-BED MODERATE
904 BERMUDA DRIVE	1-BED MODERATE
912 BERMUDA DRIVE	2-BED MODERATE
914 BERMUDA DRIVE	2-BED MODERATE

44 MODERATE UNITS TOTAL

1001 ABBY WAY	3-BED LOW SENIOR
1002 ABBY WAY	3-BED LOW SENIOR
1003 ABBY WAY	1-BED LOW SENIOR
1004 ABBY WAY	1-BED LOW SENIOR
1005 ABBY WAY	1-BED LOW SENIOR
1006 ABBY WAY	1-BED LOW SENIOR
1007 ABBY WAY	1-BED LOW SENIOR
1008 ABBY WAY	1-BED LOW SENIOR
1009 ABBY WAY	3-BED LOW SENIOR
1010 ABBY WAY	3-BED LOW SENIOR
1011 ABBY WAY	2-BED LOW SENIOR
1012 ABBY WAY	2-BED LOW SENIOR
1013 ABBY WAY	1-BED LOW SENIOR
1014 ABBY WAY	1-BED LOW SENIOR
1015 ABBY WAY	1-BED LOW SENIOR
1016 ABBY WAY	1-BED LOW SENIOR
1017 ABBY WAY	1-BED LOW SENIOR
1018 ABBY WAY	1-BED LOW SENIOR
1019 ABBY WAY	2-BED LOW SENIOR
1020 ABBY WAY	2-BED LOW SENIOR
1021 ABBY WAY	2-BED LOW SENIOR
1022 ABBY WAY	2-BED LOW SENIOR
1023 ABBY WAY	1-BED LOW SENIOR
1024 ABBY WAY	1-BED LOW SENIOR
1025 ABBY WAY	1-BED LOW SENIOR
1026 ABBY WAY	1-BED LOW SENIOR
1027 ABBY WAY	1-BED LOW SENIOR
1028 ABBY WAY	1-BED LOW SENIOR
1029 ABBY WAY	2-BED LOW SENIOR
1030 ABBY WAY	2-BED LOW SENIOR

30 LOW SENIOR UNITS TOTAL

Dated:

ATTEST: By: S/K Old York Road Associates, L.P.

NAME: S/K Old York Road Corp., General Partner

ATTEST: By: Eugene Schenkman, Vice President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss
COUNTY OF SOMERSET

I CERTIFY that on May 18, 2002 Eugene Schenkman personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person);

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed; and
- (c) if applicable, is the Vice President of the General Partner of the partnership and signed and delivered this document as his or her act and deed on behalf of the partnership.
- (d) this person signed this proof to attest to the truth of these facts.

Maurice Ayo
Assistant Secretary

Signed and sworn to before me on the

28th day of May, 2002
Julia M. Nordheim

JULIA M. NORDHEIM
A Notary Public of New Jersey
My Commission Expires 6/7/06

Modern, Sutphen, Anderson
B Bergard
11 East Cliff Street
Somerville, NY 08876



R. PETER WIDIN
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 05/29/2002 11:33:13 AM
Book: OPR 5155 Page: 1782-1792
Instrument No.: 2002050579
AGTDEED 11 PGS \$70.00

Recorder: PREMPEH

DO NOT DISCARD



2002050579

38p 445.00 check 54

Prepared by: Mark S. Anderson

Mark S. Anderson

DEED OF EASEMENT AND RESTRICTIVE COVENANT FOR
EXTENDED LOW AND MODERATE INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by S/K Old York Road Associates, L.P., their successors and assigns (referred to as the "Owner") to Township of Branchburg (referred to as the "Authority") its successors and assigns and to income eligible members of the public as defined below. As conditioned below, this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants and controls the rent for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of the Fair Housing Act, *N.J.S.A. 52:27D-301 et seq.*, as amended ("the Act").

WHEREAS, pursuant to the Act, the housing units located on the property as further described on the attached EXHIBIT A of this Agreement (the "Property") have been designated as low income housing as defined by the Act; and

WHEREAS, in conjunction with the recording of this Deed of Easement and Restrictive Covenant, an Affordable Housing Agreement is being recorded in the Somerset County Clerk's Office to ensure that the described rental units remain affordable to low income eligible households for that period of time described herein and in the Affordable Housing Agreement.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the rental unit that the rental unit is encumbered within the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls as contained in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions between the Owner and the Authority; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing units to low income eligible households at a maximum adjusted rent as set forth in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions for the specified period of time.

This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the Affordability Control Period which is defined in the Affordable Housing Agreement as a period for 30 years beginning upon the issuance of the Certificate of Occupancy and ending on August 17, 2026 or, as to any Affordable Housing rental unit which is occupied by an income-eligible household on that date, when that unit becomes vacant.

This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Act and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated hereby by reference, whether or not such provisions of the Act or regulations are expressed or referenced



STATE OF NEW JERSEY

COUNTY OF SOMERSET SS.:

I CERTIFY THAT ON May 18, 2002, EUGENE SEMENKIN

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution at its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Maurice Ayo

Assistant Secretary

Signed and sworn to before me on the

28th day of May, 2002

Julia M. Nordheim

JULIA M NORDHEIM
A Notary Public of New Jersey
My Commission Expires 6/7/06

↓
Nelson, Stephen Anderson
B. Meynard
11 East Cliff Street
Somerville, N.J. 08876



R. PETER WIDIN
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 05/29/2002 11:33:13 AM
Book: OPR 5155 Page: 1778-1781
Instrument No.: 2002050578
AGTDEED 4 PGS \$35.00

Recorder: PREMPEH

DO NOT DISCARD



2002050578

**SOMERSET COUNTY COALITION
ON AFFORDABLE HOUSING**

John C. Anistranski, President

Sharon Clark, Executive Director

October 10, 2000

Sharon L. Brienza
Township Clerk
1077 Highway 202
Branchburg, NJ 08876

Re: Whiton Hills Rent Roll

Dear Sharon:

In response to our meeting last week, enclosed is the updated and verified rent roll for Whiton Hills. The count is 29 low and 44 moderate income rental units for a total of 73 units. The original contract did state that 70 low and moderate income units would be constructed, but to-date there are 73 units.

The count for the low income (senior units) is 29 as opposed to 30, because one (1) of the senior units is categorized as a two bedroom moderate income unit, not a two bedroom low income unit.

According to Sherry Mayo, of Whiton Hills rental office, there is no indication or paper trail for why there are 73 units as opposed to 70. The rental office is in a market rate unit and not an affordable unit. There is one (1), two bedroom moderate income unit in the senior building. Sherry does not know the history behind why the unit is categorized as a moderate and not a low. The client qualified for a two bedroom moderate unit and is paying the rental rate for a two bedroom moderate unit.

Attached is a copy of the updated rent roll for Whiton Hills. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Markai Plange
Fee for Service Manager

REPORT FOR TOWNSHIP OF BRANCHBURG

Rent Roll for Whiton Hills as of 10/10/00 per SCCOAH and confirmed by Whiton Hills

Low Income Units/Senior Building - Abbey Way	Unit Number	Count
1 Bedroom Low		
Michael Barbato	1003	1
Doris Zdanowicz/Lynne Brownlow	1004	2
Pauline Diaz	1005	3
John Bach	1006	4
Edward Gitler	1007	5
Eleanor Murrison	1008	6
Isabelle Davis	1013	7
Inez Thompson	1014	8
Mae Johnson	1015	9
Charles Donatsky	1016	10
Orsolya & Frank Rokob	1017	11
Dorothy Barroso	1018	12
Josephine & Patsy Nero	1023	13
Ann Chocieł	1024	14
Helen Ferrante	1025	15
Marie Perri	1026	16
Glenn Pettit	1027	17
Elaine Day	1028	18

Low Income Units/Senior Building - Abbey Way	Number of Unit	Count
2 Bedroom Low		
Connie & Vito Ruggiero	1011	19
Mildred & Wilbert Blum	1012	20
Shirley & Joseph Calontone	1019	21
Helgi & John Kellaway	1021	22
Ann Wadle	1022	23
Frances & James Sigliano	1030	24
Emilia & Ralph Marquez	1020	25
3 Bedroom Low		
Patricia & Earl Hayer	1001	26
Mina & Frank Mongiello	1002	27
Phyllis & Richard Diakos	1009	28
Edward LoCascio & Marie Colabella	1010	29
2 Bedroom Mod		
Dorothy Hansen	1029	1
Moderate Income Units Bermuda Drive		
1 Bedroom Mod		
Paula Clinton	111	2
Lorraine Korman	112	3
James Ghanim	211	4
Rosemarie Maitland	212	5

Moderate Income Units Bermuda Drive	Unit Number	Count
1 Bedroom Mod (cont.)		
Loura Cox	609	6
Alexander Salerno, Jr.	612	7
Barbara Perone	711	8
Mark Redman	712	9
Courtenay Emerson	812	10
Sara Gula & Joseph Menzak	903	11
Melinda Perry	904	12
2 Bedroom Mod		
Jacalynn Grandjean	101	13
Richard Martini & Jeffrey Strodt	103	14
Tracey O'Conner	201	15
Patricia Puchinsky	203	16
Greer Moore	601	17
Dennis Morrow & Carrie- Ann Scaglione	603	18
Donald Pappas & Amy Tessmer	701	19
Dorothy Victors	703	20
Denise Seymour	801	21
Pam Kobrin & Joseph Latawiec	803	21
Catherine Saccaro	912	23
Manfried & Grace Eschel	914	24

Moderate Income Units Bermuda Drive	Unit Number	Count
3 Bedroom Mod		
Marzena Seiffert	102	25
Holly Wright	202	26
Dennis O'Brien	602	27
Jennifer & Daniel Perrine	702	28
Catherine Elliot	802	29
Moderate Income Units Naomi Way		
1 Bedroom Mod		
Veronica Paduch	311	30
Lori & Dana Holness	312	31
Iris & Clifford Holmes	403	32
Donna Lynskey	404	33
2 Bedroom Mod		
Bette Silber	301	34
Celia Hyde	303	35
Mildred & Vincent Kreder	410	36
Barbara Walsh	412	37
3 Bedroom Mod		
Craig Hammell	302	38
Frank Cimilluca	411	39

Moderate Income Units Justin Way	Unit Number	Count
1 Bedroom Mod		
Frances Weizer	509	40
Karen Mott	510	41
2 Bedroom Mod		
Frederika Latif	501	42
Lorraine Simoncelli	503	43
3 Bedroom Mod		
Vidya & Guru Guruvayurappan	502	44



SOMERSET COUNTY COALITION ON AFFORDABLE HOUSING

John C. Anistranski, President

Sharon Clark, Executive Director

FAX

TO: Betsy McKinsey
Branchburg Township

FAX: 908-782-4056

FROM: Markai Plange
SCCOAH

DATE: March 28, 2000

RE: Information Requested

Whiton Hills (Rental), at present there are:

Total # of Units	Market Rate Units	# of Age Restrict	# Low Inc. Units	# Mod Inc. Units	# of 1 br low units	# of 1 br mod units	# of 2 br low units	# of 2 br low units	# of 3 br low units	3 br mod units
276	204	30	30	42	18	16	8	18	4	4

The 30 age restricted units are all low income units

One Br Low Income Units	Two Br Low Income Units	Three Br Low Income Units	Total of Low Income Units
18	8	4	30

The moderate units equate the total number of moderate units

One Br Moderate Income Units	Two Br Moderate Income Units	Three Br Moderate Income Units	Total of Moderate Income Units
16	18	8	42

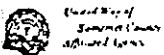
All the units are presently occupied

One West Main Street, 2nd Floor, Somerville, NJ 08876-2201

PHONE (908) 704-8901

www.sccoah.org

FAX (908) 704-9235



RESOLUTION

JAMM REALTY CORP.

Background

A. JAMM REALTY CORP., 981 Route 22, P.O. Box 6622, Bridgewater, New Jersey 08807, has applied to the Township of Branchburg Planning Board for preliminary site plan approval to construct 288 apartment units which will include 70 Mt. Laurel units. (hereinafter the "Project") Twenty-four of the Mt. Laurel units will be low income, age-restricted units which will be contained in one building. The remaining 46 Mt. Laurel units shall be non-age restricted moderate income units integrated among the remaining buildings in the project. The Project is proposed to be built in two phases and will require variances and waivers more particularly described hereinafter.

B. The property is located in the RMU zone and is known and designated as Block 74, Lot 1 on the Tax Map of Branchburg Township, Somerset County, New Jersey. The property fronts on Old York Road, Whiton Road and State Highway Route 202 (hereinafter the "Property").

C. The proposed project will satisfy the Township's existing Mt. Laurel obligation under the housing element of the Master Plan which includes a rental component. The Township's plan was granted substantive certification by the Council On Affordable Housing (hereinafter "COAH").

D. Hearings were held on this matter before the Planning Board on December 20, 1990, January 17, 1991, February 7, 1991, February 26, 1991, March 14, 1991, June 25, 1991, July 23, 1991, August 27, 1991, September 24, 1991, October 15, 1991, November 12, 1991, November 26, 1991 and December 10, 1991.

Reports and Documents Considered

The Board considered the Application which consisted of the following submissions and exhibits:

1. Site Plan and Construction Plan Prepared for Lot 74, Block 1 situated in Branchburg Township, Somerset County, New Jersey, prepared by Van Cleef Engineering Associates, P.O. Box 339, Amwell Road, Belle Mead, New Jersey 08502,

dated July 12, 1990 revised May 29, 1991 which includes Grading Plan, Drainage Utilities Plan, Landscape and Lighting Plan, Soil Erosion Sediment Control Plan, Drainage Profile, Sanitary Sewer Profiles, Construction Details and Landscape and Lighting Details (hereinafter the "Revised Site Plan").

2. Environmental Impact Statement for Lot 1, Block 74 Branchburg Township, Somerset County, New Jersey, Applicant Jamm Realty Corp., preparation date May 29, 1991, prepared by Professional Soil Investigations, Inc., 24 Rittenhouse Circle, Flemington, New Jersey, Wendell C. Kirkham.
3. Traffic Impact Study for Jamm Realty Corp., Whiton Road Residential Project, Township of Branchburg, Somerset County, New Jersey, January 1990, revised June 1991, Orth-Rodgers and Associates, Inc. by Robert M. Rodgers, P.E.
4. Feasibility Report on Maintaining Senior Citizen Age Restrictions Within the proposed Whiton Road Residential Project, Branchburg Township, New Jersey, Prepared for the Applicant Schenkman/Kushner Associates, Bridgewater, New Jersey, Prepared by Lenaz, Mueller and Associates, Planning/Development Consultants, Princeton, New Jersey, August 27, 1990.
5. Storm Water Management Study prepared by Van Cleef Engineering Associates dated July 12, 1990.
6. Building Floor Plans, Elevation Drawings prepared by Wells Associates, Architects and Planners, dated May 28, 1991.

In addition to the exhibits listed above, the Board considered the following additional reports submitted at the request of the Board:

1. Traffic Report from Stephen W. Hammond, P.E., Traffic Engineer, Traffic Review, Jamm Realty Corp., Branchburg Township, Somerset County, New Jersey, August, 1991; together with an Executive Summary, Traffic Review, Jamm Realty, Branchburg Township, by Stephen W. Hammond, P.E., August 28, 1991.
2. Memorandum from Scott Thompson, P.E., Branchburg Township Engineer, dated October 17, 1991.
3. Memorandum from Fred Heyer, P.P., Branchburg Planner,

dated November 21, 1991.

4. Memorandum from Jack Daniels, Township Fire Official, dated June 20, 1991.

5. Memorandum from the Branchburg Township Rescue Squad dated August 6, 1991.

6. Memorandum from Officer Michael Brunson, Branchburg Traffic Safety Officer, dated November 4, 1991.

Witnesses

The Board heard testimony from the following individuals who were called as expert witnesses on behalf of the applicant:

Sam Costanzo, P.E., Project Engineer
Nina N. Bisbee, P.P., Planner
Stuart D. Sendell, Financial Expert
Robert M. Rodgers, P.E., Traffic Consultant
Gerald C. Lenaz, P.P., Planner
Jeffrey Wells, Architect

The Board also heard testimony from the following individuals who were requested to testify about health and safety issues at the request of the Board:

Jack Daniels, Branchburg Township Fire Official
John Corbo, North Branch Fire Chief
Michael Brunson, Branchburg Traffic Safety Officer
Joseph Scott, Readington Fire Chief

The Board also called the following persons to provide expert testimony with regard to the application:

Stephen W. Hammond, P.E., Traffic Engineer
Ruth Reader, Director of Office on Aging, for the County of Somerset

Variances and Waivers Requested

The Applicant has requested the following variances and waivers from the provisions of Township Ordinance 19-34 et. seq.:

- (1) The height limit requirements in the Ordinance are complied with, but relief from the 3 story limitation is sought.

- (2) A minimum building set-back of 150 feet from any property line is required by the Ordinance. Relief is sought for 3 out of 10 proposed buildings, which three buildings will have a minimum set-back of 108 feet.
- (3) The Ordinance requires that 20% of the development be designated for recreational uses for residents. Relief is sought since 10.95% active recreation area is provided.
- (4) The Ordinance provides for 40% common open space. The Applicant will provide for 15.9% common open space.
- (5) The Ordinance precludes parking areas in front yard. Relief is requested if all street frontages are considered front yards.
- (6) The Ordinance specifies the maximum number of flats per building shall be 24. Relief is requested to permit up to 31 units in any particular building so long as there are no more than 288 units in the entire development.
- (7) Relief is requested from the strict enforcement of the occupant age restriction in the Ordinance, which requires that 40% of all units be age restricted.
- (8) Relief is sought from the 300 square foot storage area for each unit required by the Ordinance. The Application provides for storage space of 30 square feet of floor area per unit with a ceiling height of approximately 8 feet.
- (9) A waiver has been requested from the provisions of the ordinance requiring that the units be constructed for sale.

Testimony Presented

Sam Costanzo

Sam Costanzo, the Project Engineer, testified that the project would be serviced by sanitary sewers and public water, that the buffer requirements of the Ordinance would be strictly adhered

to except as to the set-back along Route 202 and Old York Road and that the project would be serviced by an on-site storm water detention system.

Gerald C. Lenaz

Mr Lenaz, a Professional Planner, testified that the requirement to develop Mt. Laurel affordable housing units in order to achieve compliance with the COAH approved housing plan of the Township drives the need for the requested variance relief. He further testified that the bulk variances enabled flexibility in site design, advanced the general purpose of the Municipal Land Use Law, were within the parameters of sound planning principles and do not undermine the zone plan of the Township. He explained that the benefits to be achieved from the granting of the requested bulk variances would substantially outweigh any resulting detriment and for that reason, the request for the variances is supported by the Municipal Land Use Law under the provisions that permit the granting of a "flexible C" type variance. He concluded his testimony by stating that in his professional opinion all the bulk variances requested could be granted without impairing the intent of the zone plan and without substantial detriment to the public good. He also testified that there were numerous substantive reasons why the age restriction provisions of the Ordinance should be relaxed or waived under certain circumstances.

Stuart Sendell

Stuart Sendall, a Financial and Mortgage expert, testified that the project could not be financed if the age restrictions of the Ordinance were strictly adhered to.

Robert M. Rodgers

Robert M. Rodgers, a Traffic Consultant, testified for the Applicant that the proposed project would not result in any appreciable deterioration levels of service at the adjacent intersections, and that the area roadway system surrounding the site would safely accommodate anticipated traffic volumes generated by Project as planned.

Ruth Reader

Ruth Reader, the Director of the Somerset County Office on Aging, called as a witness by the Board, testified that the real need for senior housing would be satisfied in subsidized low and moderate Mt. Laurel rental units.

Fred Heyer

Fred Heyer, a Professional Planner acting as a consultant to the Board, stated that he had reviewed the requested bulk variances and recommended that they be granted. In his opinion, the Project could not be built without granting them and thus the Township's Mt. Laurel obligation could not be satisfied. He noted that the present plan was a substantial improvement over the previous plan first submitted by the applicant. That plan provided for too intensive development with too many buildings, not enough open space and insufficient buffers, particularly along Whiton Road. The present plan provides for less intensive development of the site, fewer buildings, a greater set-back on Whiton Road and integrates the Mt. Laurel units into all the market unit buildings.

Stephen W. Hammond

Stephen W. Hammond, a Traffic Consultant, testified at the request of the Board, and concurred in most of the conclusions and recommendations of Orth-Rodgers as modified by an executive summary, a copy of which is annexed hereto as Exhibit B.

In addition to the testimony set forth above, the Applicant testified that the buildings and other improvements connected with the project would be built in two phases as set forth below.

Building Unit Summary:

BRANCHBURG APARTMENTS									
Bldg. #	Unit A	Unit B	Unit C	Unit D	Unit E	ML 1br	ML 2br	ML 3br	TOTALS
1	8	10	2	1	2	4	2	1	30
2	10	12	2	2		2	2	1	31
3	10	12	2	2		2	2	1	31
4	10	12	2	2		2	2	1	31
5	10	12	2	2		2	2	1	31
6	10	12	2	2		2	2	1	31
7	10	12	2	2		2	2	1	31
8	6	8	2	2	4	2	2	1	27
9	6	8	2	1		2	2		21
10 (Low Income, Age-Restricted Building)						12	8	4	24
Total									288
						70 ML's			

STAGE 1

Buildings #4 - #10 inclusive
Parking spaces provided - 406

STAGE 2

Buildings #1, #2 and #3
Parking spaces provided - 122

Total parking spaces provided in the Project - 528

Stage 1 Improvements

Old York Road
Whiton Road
Offsite Sanitary Sewer
Detention Basin
Northerly Buffer using material subject to approval by
Township Planner
U.S. Route 202

A tennis court and a portion of a fitness tract to be
installed pursuant to the direction of the Planning Board
with the advice of the Township Engineer and Recreation
Director.

Stage 2 Improvements

Southerly Buffer using material subject to approval by
the Township Planner

In addition, the Applicant has agreed to proceed with a
sewer alignment along Old York Road as requested by the Township
Engineer to accommodate a Township need provided that the Applicant
is able to gain access to the affected properties, acquire the
necessary easements and obtain all required approvals.

Findings of Fact and Conclusions of Law
With Respect to Variances and Waivers

1. The Board has carefully reviewed the application and all
supporting documents and reports submitted by the Applicant. In
addition, the Board has considered the testimony of the witnesses
presented by the Applicant, those called by the Board, and the
comments from the various Township Departments and members of the
public.

2. It appears to the satisfaction of the Board that due notice of all hearings in this matter has been given pursuant to the Municipal Land Use Law and that all jurisdictional issues have been satisfied.

3. Initially, the Applicant presented a plan to the Board which would have developed the property as a "for sale" project. Thereafter, the Applicant submitted a revised site plan which provided for apartment units. COAH regulations provide for a rental component of the Township's Mt. Laurel housing obligation.

4. The revised plan provided for less intensive development of the site, integrated the moderate Mt. Laurel units in all of the non-age restricted buildings, provided for fewer buildings and increased the set-back on Whiton Road.

5. The Board finds as a fact that the proposed project would not be able to proceed unless the requested variances and waivers were granted by the Board. The Board has determined that the benefits associated with the requested bulk variances outweigh the negative impact and that the variances can be granted without a substantial impact to the intent of the zone plan or master plan and without substantial detriment to the public good.

6. In making this determination, the Board finds that the revised site plan offers substantially more open space and adequate buffers from surrounding roads and properties; provides a more desirable visual environment; reduces impervious coverage and allows the construction of the project which is necessary for the township to meet it's Mt. Laurel obligations.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Branchburg that the preliminary and final site plan application for Phase 1 and preliminary site plan application for Phase 2, which two phases include 70 low and moderate Mt. Laurel units, is hereby **APPROVED**, subject to the following conditions:

(1) The Applicant shall construct the project and improve the site strictly in accordance with the approved plan and the terms and conditions of this Resolution. The Applicant shall be permitted to construct 288 units, of which 218 shall be market rate units, 46 shall be non-age restricted moderate income Mt. Laurel units and 24 shall be age restricted low income Mt. Laurel units. Said 24 units shall be contained in one building (identified on the Site Plan as Building 10), which building shall include a community room. The 46 moderate income non-age restricted units shall be integrated among the remaining buildings in the project as set

forth in the proposed phasing plan. All Mt. Laurel units shall be maintained, administered and marketed in compliance with COAH regulations, including the right to petition for relief from the COAH regulations upon notice to the Township of Branchburg, all as set forth in N.J.A.C. 5:92-1.1 et. seq., as amended and supplemented.

(2) a. The Community Room shall be at least 3,500 square feet in size and be capable of safely accommodating 125 occupants. The entrance to the Community Room shall be at grade level and open on one side. The room shall be heated and air-conditioned, handicapped accessible, serviced by an elevator, and contain handicapped lavatories, a double sink, cabinets, range and refrigerator. The Room shall be finished with painted sheetrock walls, florescent lighting fixtures, 2x4 t-bar acoustic type ceiling tile and tile or carpet on the floor to be determined by the Township Planner.

b. The Applicant shall submit plans for the building for review by the Township Code Official who shall insure that the plans and specifications for the proposed Community Room are in accordance with applicable BOCA standards. All other issues concerning the design and specifications of the Community Room are reserved to the Board for determination upon submission by the Applicant of plans for the building.

c. A part of the basement of the senior citizen building, (not to exceed 4,000 square feet and including the Community Room but excluding any mechanical components necessary to operate the building) shall be leased to the Township of Branchburg for \$1.00 per year for a term of not less than fifty (50) years. The leased portion of the basement shall be segregated from the remaining area of the basement. The lease shall be in a form acceptable to the Township Attorney and shall contain a clause permitting the Township to renew said lease for an additional fifty (50) years at the same rate. The use of the Room shall be administered and maintained by the Township in accordance with applicable Branchburg ordinances.

(3) The age restricted units shall be occupied by a Tenant at least 62 years of age and no occupant shall be under the age of 19. The age restriction requirements of the ordinance are waived except as to Building 10, which shall be 100% low income age restricted.

(4) Except as otherwise provided in this Resolution, the Applicant shall comply with the recommended changes and conditions of the Township Engineer as contained in his memoranda to the Board dated August 27, 1991 and October 17, 1991. (Attached hereto as Exhibits A and A1)

(5) The Applicant shall comply with the requirements of the Township's Fire Official as contained in his memorandum to the Board dated June 20, 1991, incorporated herein by reference and made a part hereof.

(6) The Applicant shall construct the off-site traffic improvements in accordance with the Phased Site Plan, the Orth-Rodgers Traffic Report and the Executive Summary prepared by Stephen W. Hammond, except that the Applicant shall not be required to comply with recommendations 3 and 4 of said Executive Summary. The Old York Road improvements to be constructed by the Applicant shall not be required to be made at the same time as the adjoining property owner makes road improvements. The Applicant shall make the improvements to that portion of Old York Road bordering the subject property pursuant to its obligations under the staging plan.

(7) The Applicant has agreed to accommodate the Township's need to extend its sanitary sewer along Old York Road as set forth in the plans attached hereto as Exhibit B and the Applicant has consented to install said sanitary sewer to service the Old York Road area as noted on Exhibit B if easements and DEPE approvals can be obtained.

The Applicant shall conduct a study to determine the feasibility of constructing a sanitary sewer line along Old York Road. Said study shall delineate all wetland/floodplain areas on properties that the proposed sewer line will traverse. In order for the Applicant to conduct the study, it must have access to those properties and consents from affected property owners to enter upon their lands to survey and identify wetlands and flood plains. In the event the Applicant cannot obtain access to the properties and/or the required consents to obtain the necessary permits and approvals from the DEPE or any other governmental agencies, the Applicant shall notify the Township Engineer and Township Committee of such fact. If the Township is unable or unwilling to obtain access to the properties on behalf of the Applicant and/or the necessary consents from affected property owners to obtain all required permits and approvals from the DEPE or other governmental agencies within sixty (60) days after the Applicant has advised the Township Engineer and the Township Attorney of its inability to obtain consents as aforesaid or within such additional time period to which Applicant may agree, then the Applicant shall have the right to utilize, install and extend a sanitary sewer line along Route 202.

Upon the Applicant receiving all necessary consents from affected property owners, completing its feasibility study and obtaining all approvals from the DEPE for the proposed sanitary

sewer line, the Applicant shall, if necessary, obtain appraisals from a reputable appraiser to determine the fair market value of the easements for the Old York Road sewer alignment. The Applicant shall submit copies of the offers and the Appraisals to the Township. The Applicant shall make a good faith effort to acquire the easements by offering the fair market value to those various property owners through whose property the sewer line will traverse. However, if the Applicant is unable to obtain all the necessary easements from said property owners after making a good faith effort to obtain them, and the Township has not made a decision to exercise its right of eminent domain within thirty (30) days of written request of the Applicant, provided the request is received by the township at least four (4) days prior to the next regularly scheduled Township Committee meeting, or in the event that the Applicant is unable to obtain the necessary permits from the DEPE within twelve months after submission of all necessary exhibits, plans, reports, etc. to the DEPE, or sooner if it appears that written comments from the DEPE indicate that the permit will not be issued or will be unduly delayed, then, in that event, the Applicant shall be permitted to obtain a sewer extension permit to install a sanitary sewer line along Route 202 to the existing sanitary sewer line at Holland Brook Road.

In the event the Township exercises its right of eminent domain as recited above to acquire the necessary easements, the acquisition costs of obtaining the easements, including the fair market value of the easements, appraisal costs, court costs and reasonable and necessary legal fees shall be at the sole expense of the Applicant.

The Township Engineer shall cooperate with the Applicant and shall execute on behalf of the Township such documents as may be required to obtain the necessary permits to extend and install the sanitary sewer line along the Old York Road route or along Route 202 to tie into the existing sanitary sewer line at Holland Brook Road.

The Planning Board recommends that the Township Committee aid, assist and cooperate with the Applicant in its efforts to acquire the necessary easements and cooperate with the Applicant in its efforts to obtain State, County, Somerset-Raritan Valley Sewerage Authority and DEPE approvals. The Planning Board recognizes that if the Township does not provide the necessary assistance to allow the applicant to obtain access and acquire easements, the Applicant will have expended a substantial sum of money for no purpose and will probably be required to utilize a sewer route along Route 202. Because the proposed sewer line will be of benefit to the Township, the Planning Board suggests that the Applicant meet with the Township Committee to determine the Township Committee's willingness to take such action as may be necessary to install and complete the sewer line along Old York Road.

(8) The Applicant shall not be required to install sidewalks along Old York or Whiton Road but shall install sidewalks in the vicinity of Old York Road and a pad for school bus pick up, along Applicant's property, which are reasonably necessary to insure the safety and welfare of the residents of the Project, including school age children at the Project. The location of sidewalks and the location and size of the pad for school bus pick up shall be approved by the Township Engineer and Planner.

(9) The Applicant shall apply to the New Jersey DOT pursuant to N.J.S.A. 39:5A-1 for enforcement of the provisions of Title 39 in connection with all roadways in the development.

(10) Prior to the issuance of certificates of occupancy for any portion of the project, the development shall not be financed by use of a non-profit corporation as defined in IRS Code 501(3) (c). Any such financing will be deemed to be a substantial change in the application, and the Applicant shall return to the Board for a redetermination as to the maximum number of market units permissible on the site. Said redetermination shall be made based on applicable COAH regulations. However, the Applicant reserves the right pursuant to the Rules of Procedure of the Board and the provisions of the Municipal Land Use Law to seek relief from this condition.

(11) The Applicant agrees, at the direction of the Planning Board and with the advice of the Township Engineer and Planner, to install a walkway through the proposed berm along Whiton Road in the furthestmost northeast corner of the site to provide pedestrian access from the proposed development to Whiton Road. Furthermore, if the Township is able to acquire the necessary easements, the Applicant shall install a sidewalk along Whiton Road from the break in the berm to Route 202. The Applicant shall provide an escrow in an amount to be determined by the Township Engineer and in a form approved by the Township Attorney, for a period of 5 years from the commencement of construction of the project to guarantee installation of the sidewalk. If the sidewalk is not installed within the aforesaid 5 year period, the escrow money, with accrued interest, shall be returned to the Applicant.

(12) Prior to construction of any of the units, the Applicant shall have installed a driveable road and functional water line into that phase of the project under construction.

(13) Each phase of the project shall include a surety bond or Letter of Credit in form acceptable to the Township Attorney, in an amount to be determined by the Township Engineer to guarantee the completion of municipal improvements (water line, sewer, municipal roads and grading) for that phase, so that each

phase of the project will function as a permanent stand alone project along with any previously constructed phase should the succeeding phase(s) not be constructed within the time permitted by the Municipal Land Use Law 40:55D-1 et. seq. and Township Ordinance 18-6 et. seq.

(14) The Applicant shall secure all necessary permits and approvals from:

- (a) The Somerset County Planning Board.
- (b) The Somerset-Union Soil Conservation District.
- (c) The New Jersey Department of Environmental Protection.
- (d) The New Jersey Department of Transportation.

(15) In the event an approval by any Board or governmental agency provides for changes in the plans heretofore submitted, the Board reserves the right to review this approval in light of those changes.

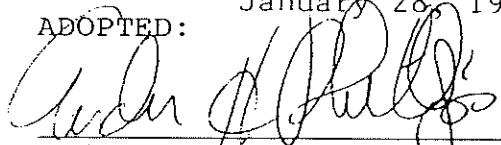
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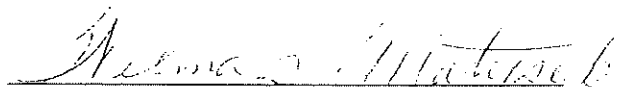
AYES: Readlinger Taylor, Farina, Melitski, Matysek, Phillips
Sanford

NAYS: None

ABSTAINED: jShaffer, Sarles

ADOPTED: January 28, 1992


Andrew Phillips, Chairman


Wilma Matysek, Secretary

For Cedar Brook, all the units are presently occupied - there are no units available. The breakdown is as follows:

1 br low inc. unit	1 br mod inc. unit	2 br low inc. unit	2 br mod inc. unit	3 br low inc. unit	3 br mod inc. unit	Total # of Units
4	6	10	10	5	5	40

A copy of the deed restriction appendix is an attachment to this fax.

If any of these units were closed under a hardship waiver, I would request you provide me with additional time. It would take some research. I will not be in the office this afternoon, please leave a message on my voice mail or I will contact you first thing in the morning. Hope this is what you requested and is helpful.

faxed
10 pages btl

6.D. Terrace Edgewood Park

Lease Renewed Allowed Increase		June 1, 2019 - May 30, 2020 1.80%		June 1, 2017 - May 30, 2018 1.80%		June 1, 2016 - May 30, 2017 1.80%		June 1, 2015 - May 30, 2016 1.80%		June 1, 2014 - May 30, 2015 1.80%		July 1, 2013 - May 30, 2014 2.5% see note	
407	407 Kenbury Road		-100.000%	\$ 748.00	0.000%	\$ 748.00	0.000%	\$ 748.00	1.769%	\$ 735.00	1.38%	725	-1.36%
413	413 Kenbury Road	\$ 890.75	1.800%	\$ 875.00	0.000%	\$ 875.00	1.744%	\$ 860.00	1.176%	\$ 850.00	0.00%	850	0.00%
414	414 Kenbury Road		-100.000%	\$ 775.00	0.000%	\$ 775.00	0.000%	\$ 775.00	0.000%	\$ 775.00	0.00%	775	0.00%
425	425 Kenbury Road	\$ 809.00	1.761%	\$ 795.00	1.533%	\$ 783.00	1.688%	\$ 770.00	0.000%	\$ 770.00	1.32%	760	0.00%

Current Tenant Rents

rent to be charged for ne	rent to be charged for new lease
To be leased	To be leased
lease being processed	lease being processed
Check rent against limits	Check rent against limits when published
Copy of lease requested	Copy of lease requested

407 407 Kenbury Road
413 413 Kenbury Road
414 414 Kenbury Road
425 425 Kenbury Road

Lease Renewed Allowed Increase	July 1, 2012 - June 30, 2013 0.50%		October 1, 2011 - June 30, 2012 0.50%		July 1, 2011 - September 30, 2011 0.20%		July 1, 2010 - June 30, 2011 0.20%		May 2010 - June 30, 2010 3.30%		May 2009 - April 2010 3.30%		April 2008 - April 2009 3.00%	
407 Kenbury Road	735	1.38%	725	0.00%	725	0.00%	725	0.00%	725	0.00%	725	0.00%	725	0.00%
413 Kenbury Road	850	0.00%	850	0.00%	850	0.00%	850	0.00%	850	1.19%	840	0.00%	840	3.07%
414 Kenbury Road	775	0.00%	775	0.00%	775	0.00%	775	0.00%	775	0.00%	775	0.00%	775	0.00%
425 Kenbury Road	760	0.00%	760	0.00%	760	0.00%	760	0.00%	760	0.00%	760	0.00%	760	1.33%

lease exp

407 Kenbury Road 9/30/2012
413 Kenbury Road 7/31/2012
414 Kenbury Road 9/30/2013
425 Kenbury Road

Lease Renewed	July 2007- March 2008		May 2006 - June 2007		May 2005 - 2006		April		May 2004 - April 2005		May 2003 - April 2004		2002-2003		2001-2002	
Allowed Increase	3.80%		4.00%		4.00%				3.50%		3.00%		3.90%		3.60%	
407 Kenbury Road	725	1.40%	715	0.00%	715	2.14%	700	1.45%	690	2.22%	675	0.00%	675	0.00%		
413 Kenbury Road	815	0.00%	815	0.00%	815	0.00%	815	0.00%	815	0.00%	815					
414 Kenbury Road	775	0.00%	775	0.00%	775	0.00%	775	0.00%	775	0.00%	775					
425 Kenbury Road	750	1.35%	740	0.00%	740	2.07%	725	0.00%	725	0.00%	725					

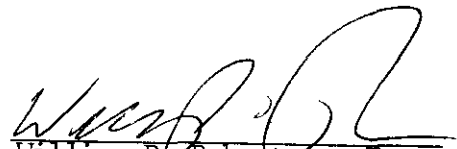
407 Kenbury Road
413 Kenbury Road
414 Kenbury Road
425 Kenbury Road

Lease Renewed	2000-2001	1999-2000	1998-1999				
Allowed Increase	2.00%	2.10%	2.50%	3.01%	0.00%	12.27%	2.30%

407 Kenbury Road	675						
413 Kenbury Road							
414 Kenbury Road							
425 Kenbury Road							

407 Kenbury Road							
413 Kenbury Road							
414 Kenbury Road							
425 Kenbury Road							

8p
Prepared by


William P. Robertson, Esq.

AFFORDABLE HOUSING AGREEMENT, RENTAL PROPERTIES

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 25 day of July, ~~19~~2000 between Terrace Edgewood Park, Inc., owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "Owner", and Township of Branchburg, hereafter "Municipality", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing units described in Section II PROPERTY DESCRIPTION for a period of thirty (30) years beginning on December 20, 2000 and ending after December 19, 2030 when an Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant

WHEREAS, pursuant to the Fair Housing Act, (P L. 1985 c 222) hereinafter the "Act," the housing units described in Section II PROPERTY DESCRIPTION have been designated as low income rental housing as defined by the Act, and

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act, and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of 30 years, and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing, and

WHEREAS, the purpose of this Agreement is to ensure that the described rental units remain affordable to low income eligible households for that period of time described in Section III TERMS OF RESTRICTION

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls, and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing units to low income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time

I DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the applicable Index

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size



"Agreement" shall mean this written Affordable Housing Agreement between the Municipality and the Owner

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit

"Authority" shall mean the administrative organization approved by the Municipal for the purpose of monitoring the longterm affordability controls and leasing restrictions for the period of time specified in the Agreement. The Authority shall serve as an instrument of the Municipality

"Base Rent" shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U S Department of Housing and Urban Development

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low Income-Eligible Household from the Authority.

"Consumer Price Index (CPI)" shall mean the Index published monthly by the U.S Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total calculated amount of a household's annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period

"Gross Rent" shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent

"Household" shall mean the person or persons occupying a housing unit

"Index" shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as.

Name & Address Edgewood Terrace Park, Kenbury Road

Municipality Branchburg Twsp. County Somerset

Unit numbers #413, #414, #429 and Apt.#409A

Efficiency #1BR #2BR #3BR TOTAL # Units = (2) 3 Bedroom; (1) 2 Bedroom; and (1) 1

Block # 57 Lot # 1 Bedroom = 9

and is more particularly described in the legal property description attached

as Exhibit A

III TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied or the date an affordable occupied rental unit has been certified as standard, whichever is first.

B The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement

IV RESTRICTIONS

A. The Owner shall not rent an Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period

B The Owner shall not rent an Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low Income-Eligible Households.

C The Owner shall sell an Affordable Housing unit only in accordance with and subject to any rules and regulations duly promulgated by the Council (N J A C 5:93-9) to ensure that the Affordable Housing unit remains affordable to and occupied by Low Income-Eligible Households throughout the duration of this Agreement

V REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the Somerset County Clerk The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits

B This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording

VI DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed with the Somerset County Clerk "

VII COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities

A Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not the party is qualified as a Low Income Eligible Household without prior written approval from the Authority

B All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for recalculation of Base Rent Owners must obtain prior approval for such alteration to qualify for this recalculation

C The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due

E Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing Unit without the prior written approval of the Authority

F An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority

G If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority The proposed Renter must complete all required Household Eligibility forms

and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction

H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage and/or any Authority approved second mortgages to attach and remain on the property for more than sixty (60) days

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement

J. The Owner shall have responsibility for forwarding copies of all documents filed with the Somerset County Clerk to the Authority after they have been signed, dated and recorded

K. The Owner may be obligated to pay a service fee to the Authority

IX. FORECLOSURE

This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by the Owner, the Municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance

XI. RIGHT TO ASSIGN

The Municipality may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignments, the Municipality shall provide written notice to the Owner

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the rents of designated Affordable Housing units remain affordable to Low Income-Eligible Households as defined herein

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows

To the Owner Terrace Edgewood Par, Inc.

c/o Equity Realty & Management Co.
15 Myers Corner Road
Wappingers Falls, NY 12590

To the Municipality:

Township of Branchburg

1077 Route 202

Branchburg, NJ 08876

Attention Township Administrator

Or such other address that the Owner or Municipality may subsequently designate in writing and mail to the other party

XIV SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of or in opposition to the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Municipality, the Authority, and their respective successors

XV SEVERABILITY

A. It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby

B In the event that any provision, condition covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under the covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey

XVII OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement

XVIII AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing rental units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of

EXHIBIT "A"

This Agreement applies to the following real property commonly known as:

Block 56 and 57

Lots 1 and 31

Units #413, #414 and #429

Apartment #409A

Also known as:

- 1 413 Kenbury Road, Branchburg Township, Somerset County, New Jersey
- 2 414 Kenbury Road, Branchburg Township, Somerset County, New Jersey
3. 429 Kenbury Road, Branchburg Township, Somerset County, New Jersey
4. 409 Kenbury Road, Apt "A", Branchburg Township, Somerset County,
New Jersey

approval from the other parties and shall not be effective unless and until recorded with the Somerset County Clerk.

Dated

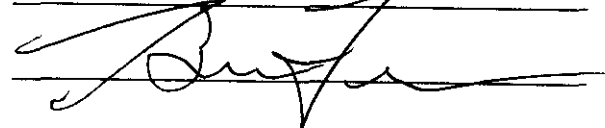
ATTEST.

NAME:

ATTEST.

NAME:

By. Bruce Feron, President of Terrace Edgewood Park, Inc.

By. 

ACKNOWLEDGMENT

STATE OF NEW JERSEY

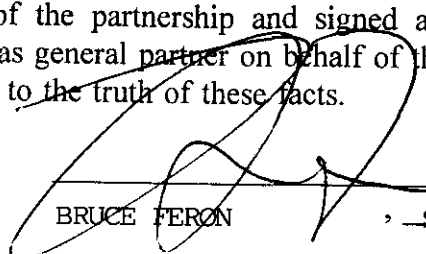
)

) ss

COUNTY OF SOMERSET

I CERTIFY that on July 25, 2000, Bruce Feron personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person),

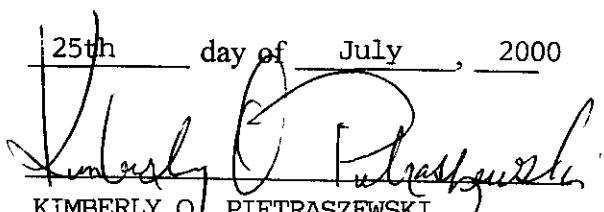
- (a) is named in and personally signed this document, and
- (b) signed, sealed and delivered this document as his or her act and deed; and
- (c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership
- (d) this person signed this proof to attest to the truth of these facts.


BRUCE FERON

Secretary

Signed and sworn to before me on the

25th day of July, 2000

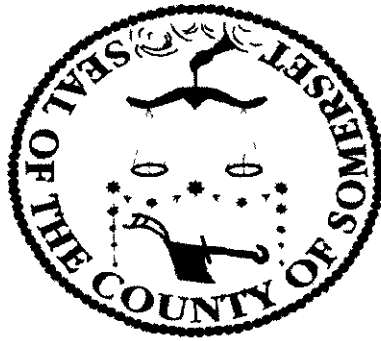

KIMBERLY O. PIETRASZEWSKI

A Notary Public of New Jersey

My Commission Expires 7/2/2003

Muller Robertson & Rodgers
PO Box 1034
Schenectady NY 12306

7



R. PETER WIDIN
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

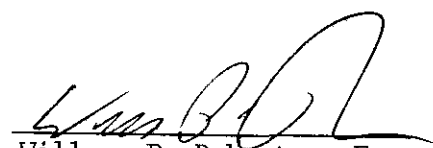
Recorded: 05/03/2002 08:22:52 AM
Book: OPR 5144 Page: 3731-3739
Instrument No.: 2002043109
AGTDEED 9 PGS \$60.00

Recorder: ADAMUS

DO NOT DISCARD



2002043109

3p.
Prepared by. 

William P. Robertson, Esq.

DEED OF EASEMENT AND RESTRICTIVE COVENANT FOR
EXTENDED LOW AND MODERATE INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by Terrace Edgewood Park, Inc., their successors and assigns (referred as to the "Owner") to Township of Branchburg (referred to as the "Authority") its successors and assigns and to income eligible members of the public as defined below. As conditioned below, this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants and controls the rent for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of the Fair Housing Act, *N.J.S.A. 52:27D-301 et seq.*, as amended ("the Act")

WHEREAS, pursuant to the Act, the housing units located on the property as further described on the attached EXHIBIT A of this Agreement (the "Property") have been designated as low income housing as defined by the Act, and

WHEREAS, in conjunction with the recording of this Deed of Easement and Restrictive Covenant, an Affordable Housing Agreement is being recorded in the Somerset County Clerk's Office to ensure that the described rental units remain affordable to low income eligible households for that period of time described herein and in the Affordable Housing Agreement

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the rental unit that the rental unit is encumbered within the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls as contained in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions between the Owner and the Authority; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing units to low income eligible households at a maximum adjusted rent as set forth in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions for the specified period of time

This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the Affordability Control Period which is defined in the Affordable Housing Agreement as a period for 30 years beginning on December 20, 2000 and ending on December 19, 2030, when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Act and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated hereby by reference, whether or not such provisions of the Act or regulations are expressed or referenced



herein In the event of a conflict between the terms of this Deed of Easement and Restrictive Covenant and the Act or regulations, the Act or the regulations shall govern

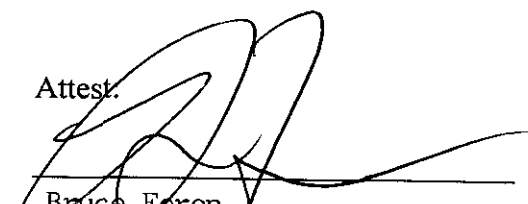
The Owner's right, title and interest in the Property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT between the Owner and the Authority dated July 25, 1999 ~~2000~~ which was filed with the Somerset County Clerk in conjunction with this Deed of Easement and Restrictive Covenant. The Owner acknowledges that all of the terms, conditions, restrictions, limitations and provisions set forth in said AFFORDABLE HOUSING AGREEMENT between the Owner and the Authority are incorporated herein in their entirety. Reference is made to that documentation for the definitions of various terms incorporated in this Deed of Easement and Restrictive Covenant


This Deed of Easement and Restrictive Covenant shall constitute an agreement between the Authority and the Owner and is enforceable in the courts of the State of New Jersey by the Authority, its successors or assigns, or by an individual or individuals whether prospective, present or former occupants of the Project said individual(s) being beneficiaries of the agreement which is expressed herein between the Authority and the Owner

This Deed of Easement and Restrictive Covenant and the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions may be amended with the prior written approval of the Authority to reflect changes in the Act and the regulations thereunder No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the Authority The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the Authority, are reasonably necessary or desirable for maintaining compliance with the Act The invalidity of any clause, part or provision of this Deed of Easement and Restrictive Agreement shall not affect the validity of the remaining portions thereof or the validity of all or any portion of the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions

Signatures This Deed of Easement and Restrictive Covenant is granted by the undersigned whose duly authorized signature appears below and whose corporate seal is affixed

Attest.


Bruce Feron,
Secretary


BY Bruce Feron,
President

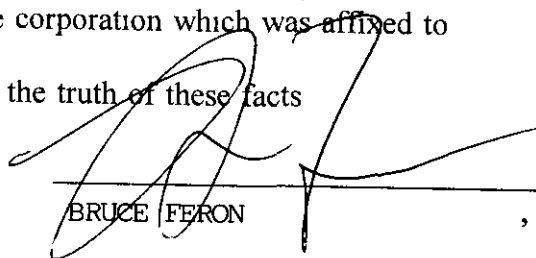
STATE OF NEW JERSEY

COUNTY OF SOMERSET SS..

I CERTIFY THAT ON July 25, ~~1999~~ 2000 BRUCE FERON

personally came before me, and this person acknowledged under oath, to my satisfaction, that

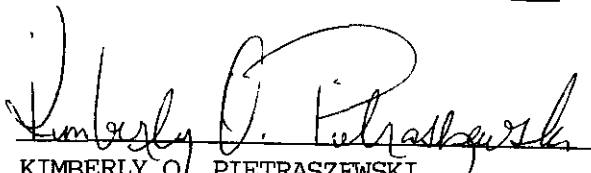
- (a) this person is the secretary of the corporation named in this document,
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation,
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution at its Board of Directors,
- (d) this person knows the proper seal of the corporation which was affixed to this document, and
- (e) this person signed this proof to attest to the truth of these facts



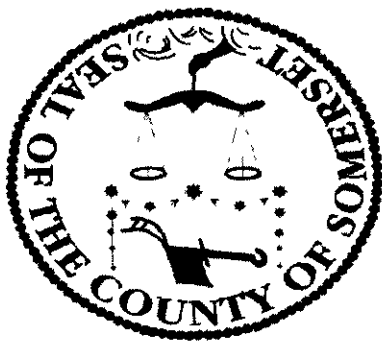
BRUCE FERON, Secretary

Signed and sworn to before me on the

25th day of July, ~~1999~~ 2000


KIMBERLY O. PIETRASZEWSKI
A Notary Public of New Jersey
My Commission Expires 7/2/2003

Miller Robertson & Rodgers
PO BOX 1034
Salemville NT
05876
7



R. PETER WIDIN
SOMERSET COUNTY CLERK
20 GROVE STREET
P O BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 05/03/2002 08:22:52 AM
Book: OPR 5144 Page. 3727-3730
Instrument No.: 2002043108
EASEMT 4 PGS \$40.00

Recorder: ADAMUS

DO NOT DISCARD



2002043108

6.E. Midland Adult Services

HOUSING SUBSIDY AGREEMENT

This Agreement is made this 4th day of December, 2000 between the Township of Branchburg, in the County of Somerset, a municipal corporation ("Branchburg") and the Midland Adult Services, Inc., a New Jersey non-profit corporation ("Midland"). Branchburg and Midland are the "Parties".

WHEREAS, Branchburg is obligated to provide housing for persons of low and moderate income under the New Jersey Fair Housing Act and the Rules of the New Jersey Council on Affordable Housing; and

WHEREAS, Branchburg wishes to provide for a portion of its low income housing obligation in group homes for developmentally disabled adults to be developed by Midland in Branchburg; and

WHEREAS, Branchburg is willing to contribute to Midland a minimum of \$20,000.00 per bedroom toward the cost of purchasing, constructing and converting such housing; and

WHEREAS, Midland owns and has converted an existing house at 423 Readington Road, known as Block 57, Lot 1b, Branchburg Township ("Readington Road Property") as a four bedroom group home for rental occupancy by low income developmentally disabled adults, and Midland has agreed to Deed-Restrict the Readington Road Property for a period of thirty years to ensure its continued occupancy by and affordability to low income tenants; and

WHEREAS, Midland has recently purchased, with the assistance of Branchburg, an existing house at 3b3 Pleasant Run Road, known as Block 81.01, Lot 1.03, Branchburg Township ("Pleasant Run Property") for conversion to a four or more bedroom group home for rental occupancy by low income developmentally disabled adults, and, as a requirement of Branchburg's assistance, Midland is to

deed-restrict the Pleasant Run Property for a period of thirty years to ensure its continued occupancy by and affordability to low income tenants; and

WHEREAS, Midland wishes to develop in Branchburg and Deed-Restrict additional group houses for rental occupancy by low income developmentally disabled adults pursuant to this Agreement and requires the financial assistance of Branchburg in order to do so; and

WHEREAS, Branchburg (in its own name or through agents) has contracted to purchase an existing house at 890 Old York Road, known as Block 71, Lot 2, Branchburg Township ("Old York Road Property") and a vacant lot on Robbins Road, known as Block 48, Lot 11, Branchburg Township ("Robbins Road Property") for the purpose of developing low income rental housing;

NOW, THEREFORE, in consideration for the exchange of mutual promises and for the further consideration recited below, Branchburg and Midland agree as follows:

Article 1. DEFINITIONS. For purposes of this Agreement, the following terms shall be defined as follows:

"Act" shall mean N.J.S.A. 52:27D-301 et seq.;

"COAH" shall mean the Council on Affordable Housing created by the Act;

"COAH's Rules" shall mean the rules adopted by COAH, N.J.A.C. 5:93-1 et seq.;

"Division" shall mean the New Jersey Department of Health and Human Services, Division of the Developmentally Disabled;

"Low Income Housing" shall mean low income housing as defined by COAH's Rules, particularly N.J.A.C. 5:93-1.3;

"Deed-Restrict" shall mean to place a deed restriction upon the land upon which one or more Housing Units exist or are to be constructed or converted limiting their use to Low Income rental housing, for a period of at least thirty (30) years, pursuant to COAH's Rules;

"Housing Unit" shall mean a bedroom in a low-income rental group home for developmentally disabled adults to be converted or developed and Deed-Restricted by Midland pursuant to this Agreement;

Article 2. READINGTON ROAD PROPERTY. Midland shall Deed-Restrict the Readington Road Property by not later than January 1, 2001. As soon the Readington Road Property is Deed-Restricted pursuant to this Agreement, Branchburg shall pay to Midland \$80,000.00.

Article 3. PLEASANT RUN ROAD PROPERTY. Midland shall Deed-Restrict the Pleasant Run Road Property by not later than January 1, 2001. Midland shall convert the Pleasant Run Road Property to a minimum of four Housing Units by September 1, 2001. As soon the Pleasant Run Road Property is Deed-Restricted pursuant to this Agreement, Branchburg shall pay to Midland \$20,000.00 per Housing Unit to be developed on the Pleasant Run Road Property (up to a maximum of six Housing Units) and Midland shall execute a note and mortgage on the Pleasant Run Road Property to Branchburg for a like amount. The note shall be without interest or periodic payment, and shall become due on September 1, 2001, but the note and mortgage shall be canceled to the extent of \$20,000.00 per Housing Unit if the Pleasant Run Road Property is occupied as a

minimum of four Housing Units by July 1, 2001.

Article 4. OLD YORK ROAD PROPERTY. Branchburg or its agents and Midland shall promptly enter into an agreement for the sale of the Old York Road Property to Midland for \$270,000. The sale of the Old York Road Property shall be by deed providing for reversion to Branchburg if the property is not converted to and occupied for a minimum of five Housing Units by August 31, 2001.

Article 5. ROBBINS ROAD PROPERTY. Branchburg or its agents and Midland shall promptly enter into an agreement for the sale of the Robbins Road Property to Midland for \$1.00. The sale of the Robbins Road Property shall be by deed providing for reversion to Branchburg if the property is not developed as and occupied for a minimum of four Housing Units by December 31, 2002.

Article 6. MIDLAND'S GENERAL RESPONSIBILITIES. Midland's responsibilities shall include, but are not be limited to, the following:

B.1 To rent the Housing Units in a manner which will, for a period of at least thirty years, qualify them as low income housing according to COAH's Rules.

B.2 Midland shall develop all necessary plans for approval and construction and/or conversion of the Housing Units in accordance with the requirements of COAH and the Division.

B.3 Midland shall apply to the appropriate agencies for all required government approvals.

B.4 Midland shall obtain all financing necessary for its share of the costs of providing the Housing Units. Branchburg will remain responsible for any and all financing which may be necessary to its contributions as set forth in

this Agreement.

b.5 Midland shall apply for appropriate grants in aid of construction which may be available from various sources. Any monies realized through such grants will be used to defray Midland's cost of construction or conversion and to minimize the cost of the Housing Units to the occupants, and will not affect the amount of Branchburg's contribution.

b.6 When necessary, Midland shall borrow to provide for adequate cash flow during construction or conversion of the Housing Units.

b.7 Midland shall construct and convert all Housing Units in accordance with applicable New Jersey construction standards and applicable rules of COAH and the Division.

b.8 Midland shall take all necessary steps to satisfy its obligations under this Agreement by December 31, 2002.

Article 7. BRANCHBURG'S GENERAL RESPONSIBILITIES.

Branchburg's responsibilities shall include, but are not limited to, the following:

7.1 When necessary, Branchburg shall borrow to provide for its contributions to Midland pursuant to this Agreement.

7.2 Branchburg shall provide documentation to and testimony before the Zoning Board of Adjustment in support of any variances reasonably necessary or convenient for the use of the Pleasant Run Road Property and Robbins Road Property consistent with the purposes of this Agreement.

Article 8. REPORTS. The Parties shall complete and file the following reports pursuant to COAH's Rules:

8.1 Midland shall file with the Township Clerk and with COAH an annual report, by February 1st of each year, delineating its progress in implementing this Agreement.

8.2 Branchburg shall file with COAH an annual report, by February 15th of each year, of the payment of funds to Midland under this Agreement and Midland's progress in implementing this Agreement.

Article 9. COOPERATION. The Parties agree to diligently pursue all necessary steps and cooperate with each other in good faith to Deed-Restrict the Readington Road Property and to assure the completion of and to Deed-Restrict a minimum of twelve additional Housing Units, all as described in this Agreement.

Article 10. EFFECTIVE DATE. This Agreement shall become effective upon execution by the Parties.

Article 11. FINAL AGREEMENT; MODIFICATION. This Agreement represents the final understanding of the Parties with respect to all matters contained herein, and supersedes any and all other oral and written documentation, including a similar agreement between Branchburg and Midland dated March 27, 2000. This Agreement may not be modified orally; any modifications must be in writing and signed by the Parties.

Article 12. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of, and be binding upon, the respective successors, representatives and assigns of the Parties.

IN WITNESS WHEREOF the Parties have hereunto set their hands
and seals the day and year first above written.

ATTEST:

Sharon L. Brienza, RMC,
Township Clerk

TOWNSHIP OF BRANCHBURG

By:

M. Kate Sarles
M. Kate Sarles
Deputy Mayor

ATTEST:

[Signature]

MIDLAND ADULT SERVICES, INC.

By:

[Signature]

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

(Submit separate checklist for each site or project)

General Description

Municipality/County: Branchburg Twp., Somerset

Project or Program Name: Robbins Road

Date facility ~~will be constructed or~~ placed into service: CO issued 7/23/07

Type of facility: Midland Adult Services, Inc.

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms ^{existing} proposed: 5 Age-restricted affordable bedrooms: 0

For permanent supportive housing:

Affordable units proposed: 0 Age-restricted affordable units: 0

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: _____

Rental bonuses as per N.J.A.C. 5:97-3.6(a): _____

0.25 per bedroom (1.25 total)
(after 12/11)

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: _____

Compliance bonuses as per N.J.A.C. 5:97-3.17: _____

Date development approvals granted: _____

Information and Documentation Required with Petition or in Accordance with an

Implementation Schedule

Is the municipality providing an implementation schedule for this project/program.

- ☐ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☒ No. Continue with this checklist.

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

- ☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

See Project / Program Information and Unit Inventory Form (attached) and map in this Appendix

- ☐ Name and address of owner
- ☐ Name and address of developer
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☒ Description of surrounding land uses *single and multi-family residential*
- ☒ Demonstration that the site has street access *extension of Robbins Road*
- ☒ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans *PA 2*
- ☒ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4 *served*
- ☒ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4 *served*

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

N.A.

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- N.A. ☐ Pro-forma statement for the project
- N.A. ☐ RFP or Developer's Agreement
- N.A. ☐ Construction schedule and timetable for each step in the development process
- N.A. ☐ Documentation of funding sources
- N.A. ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

Information and Documentation Required Prior to Marketing the Completed Units or Facility

- N.A. ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☒ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside) *P.Q. is deed restricted, as well.*

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Acquisition			
RFP Process			

Developer Selection			
Executed Agreement with provider, sponsor or developer			
Development Approvals			
Contractor Selection			
Building Permits			
Construction			
Occupancy			

Supportive/Special Needs Narrative Section

This project had been proposed but not completed and not credited in the prior round. It is now completed, occupied and eligible for crediting

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

Changes to the **highlighted** areas are to be made directly into the CTM system. All other changes must be made on the form and submitted to COAH.

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

Part A – Project Header

Municipality: Township of Branchburg County: Somerset

Project or Program Name: Midland Residential Communities, Inc.

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued

Deleted from Plan

(date approved by COAH) _____

07/23/07

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply) **N/A**

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (eligible for credit for 1987-99 plans)

¹See N.J.A.C. 5:94-4.11

Part B – Project Detail (complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 112 Robbins Road, Branchburg

Project Block/Lot/Qualifier (list all): Block 48, Lot 11

Project Acreage: 105 x 400 lot

Project Sponsor: (circle one) Municipally Developed **Nonprofit Developed** Private Developer

Project Developer: Midland Adult Services, LLC.

Planning Area (circle all that apply)

1 **2** 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980-1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Flags (Circle all that apply) Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver Granted Yes **No** Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed _____ **Number of market units completed** **5 Bedroom Home**

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ² <30%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site N/A

Number of affordable units created with payment _____

Municipal or RCA funds committed to project Yes – to acquire land

Municipal or RCA funds expended Yes – to acquire land

² “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD2
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie May Multi-Family
UDAG UHROP USDA-FHA Rural Development USDA-FHA-Section 515 Development Fees
Municipal Bond **Municipal Funds** Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA –Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls

June 31, 2007

Length of Affordability Controls (in years)

30 years

or perpetual

Administrative Agent

Part C – COUNTS

Affordable Unit Counts

Total non-age restricted 0 Sales 0 Rentals 5 Total age-restricted 0 Sales 0 Rentals 0

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-Age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>	_____	_____
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

³Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

⁴Pursuant to N.J.A.C. 5:80-26.3(d) at least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sales Units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental Units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed UnitsNumber of affordable units completed in this project 5

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls _____

Part D – (completed by Sending Municipality) N/A**For Regional Contribution Agreements (RCA)**

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement of Partnership Receiving Municipality



Portion of Branchburg Township

Block 48, Lot 11
Somerset County, New Jersey

June 2010

Legend

- | | | |
|----------------------|---------------------|-----------|
| Parcel in Question | 100 Year Floodplain | Parcel |
| Slope 15% or Greater | Stream Buffer | Stream |
| Wetlands | Branchburg Township | C1 Stream |



0 250 500 Feet

Prepared by:
Elizabeth C. McKenzie, PP, PA
Data Sources: NJDEP,
Somerset County

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

TOWNSHIP OF BRANCHBURG
1077 ROUTE #202 NORTH
BRANCHBURG, NEW JERSEY 08876
(908) 526-1300 - X147



CERTIFICATE

Permit # 07-0049
Date Issued
- or -
Control #
Certificate Issued Date: 7/23/07

IDENTIFICATION

Block 48 Lot 11 Qualification Code _____
Work Site Location 122 Robbins Road
Owner In Fee MIDLAND ADULT SERVICES INC
Address 94 Readington Road
Branchburg, NJ 08876
Tel. (____) 722-7727
Contractor Dimino Construction Co. Inc.
Address 395 River Road
Branchburg, NJ 08876
Tel. (____) 526-3715 FAX (____) _____
Lic. No. or Bldrs. Reg. No. 026429
Federal Employer No. _____

Home Warranty No. N/A
Type of Warranty Plan: [] State [] Private
Use Group R-3
Maximum Live Load _____
Construction Classification 5B
Maximum Occupancy Load 18
Description of Work/Use:

GROUP HOME

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

☐ CERTIFICATE OF CLEARANCE — LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- [] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period (____ years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____.

CONSTRUCTION OFFICIAL
DATE 7/23/07

Fee \$ _____
Paid [] Check No. _____
Collected by: _____

1805 BLOCK 48 LOT 11

-----OWNER INFORMATION-----
MIDLAND ADULT SERVICES INC
4 READINGTON RD
BRANCHBURG, NJ

08876

DED AMT #OWN 01
ANK# MORT# SS#

QUAL. UPDATED ON 101908

-----PROPERTY INFORMATION-----
PROP LOC: 122 ROBBINS RD
PROPERTY CLASS 15D ACCOUNT#
BLDG DESC RESIDENCE
LAND/ACRE 105 X 400
ADDITIONL LOTS

/ .96

ZONE LD MAP 15 USER#1 #2 LD16
BULT 2007 UNITS 01 BCLASS 20

VCS LD16 SFPLA 03123

4TYPE

-----TENANT REBATE-----
BASE YR TAXES FLAG
08 .00 N

---VALUES---
LAND 111700
IMPR 479500

-----TAXES-----
08 TOTAL .00
09 HALF1 .00
09 TOTAL .00
10 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD 2004997 STAT. 54:04-06.06

FACILITY RESIDENCE

INIT FILE 103107 FUR FILE

ASMT CODE

NET 591200 SPECTAX CDS:
OLDID: 48 11

NEXT ACCESS: BLK

EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY QUAL

F5=RECORD CARD F7=MORE

BLK 48 LOT 11
BLDG CLS= 20
TYPE+USE= ONE FAMILY
DESIGN = RANCH
STY HGT= 1 STORY
ROOF TYP= GABLE
MATER= ASPH SHNGL
PITCH=
EXT FIN.= ALUM/VINYL

FOUNDATN= BLK/CONCRT

INT FIN.= DRYWALL

FLR FIN.= MIXED

HEAT SRC= GAS

HEAT SYS= FORCED AIR 3123

ELECTRIC= ADEQUATE

01 OF 01 VCS LD16

AIR COND= ALL COMBIN 3123 EXP ATT=

PLUMBING= 3FIX BATH 3 DORMERS=

2FIX BATH 1

BASEMNT= TOTAL AREA 3123

FIREPLCE= NONE FULL ST= GROUND FLR 3123
UPPER STYS

MISCELL.=

HALF ST=

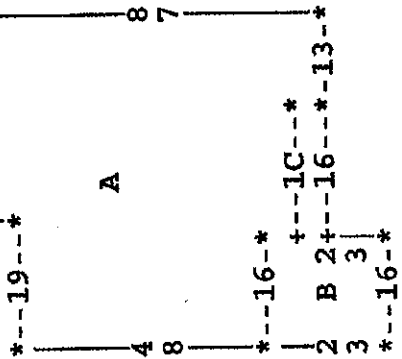
WRITEINS=

ROOM COUNT	B	1	2	3
LIV ROOM	0	1	0	0
DIN ROOM	0	0	0	0
BATHROOM	0	4	0	0
BEDROOM	0	5	0	0
KITCHEN	0	1	0	0
REC ROOM	0	0	0	0
DEN/OFF	0	1	0	0
TOTAL	0	12	0	0

-CONDITION- ---YEARS---
INTER GOOD BUILT 2007
EXTER GOOD EFFECT 2007
LAYOUT GOOD

-MKT INFLUENCE- NET
COND
99%

EQ ITEM FLOOR AREA BSMT FRST UPER HLF ATT
A 1S-B 3123 3123 3123

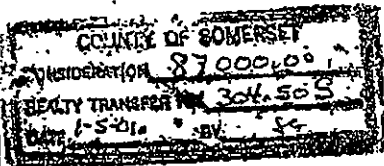


-----SQ. FOOT LIVING AREAS-----
1ST FLOOR = 3123 LIV BSMNT = 0
UPPER FLR = 0 BUILT INS = 0
HLF STORY = 0 UNFIN AREA = 0
FIN ATTIC = 0
TOTAL LIVING AREA = 3123

ATT. ITEM AREA ATT. ITEM AREA
B ATT. GAR. 368 C OPEN PORC 96

Prepared By:

Gregory G. Campisi
Gregory G. Campisi
An Attorney At Law of N.J.



DEED

This Deed is made on January 4, 2001,

BETWEEN

Anthony Holowinski, Executor of the Estate of Anthony Delasandro, (a/k/a Anthony Delassandro, a/k/a Anthony Delasandra) whose address is 764 Texas Road, Morganville, New Jersey 07751

hereinafter referred to as the "Grantor",

AND

Midland Adult Services, Inc. whose address is 94 Readington Road, North Branch, New Jersey 08876

hereinafter referred to as the "Grantee".

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

Transfer of Ownership and Consideration (N.J.S.A. 46:15-6). The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The true consideration for this transfer is the sum of EIGHTY SEVEN THOUSAND DOLLARS (\$87,000.00), receipt of which is acknowledged.

Tax Map Reference. Township of Branchburg, Block: 48; Lot: 11.

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

All that certain tract, lot and parcel of land and premises, situate, lying, and being in Township of Branchburg in the County of Somerset and State of New Jersey, being more particularly described as follows:

Known as Plot Number One (1), in Block Number Two (2), as shown on a certain map entitled "H.R.M. section of William Bradley estate situated in Branchburg Township, Somerset County, N.J. July 1949" and the same is filed in the Somerset County Clerk's Office December 8th, 1949 and is known as Map #206.

Being further described per the attached legal description.

Being the same premises conveyed to Salvatore Delassandro and Theresa Delassandro, husband and wife, by Deed from Salvatore Delassandro and Theresa Delassandro, his wife, Anthony Delassandro, Joseph Delassandro and Felix Delassandro, all residing at 652 A'Leonard Street, Brooklyn, New York being all the heirs at law and next of kin of Gerard J. Delassandro, deceased, who died on July 28, 1958 and dated September 4, 1958, recorded September 10, 1958 in Book 926 of Deeds at page 26 of Somerset County.

Theresa Delassandro died May 23, 1960 testate, a resident of Queens County, New York.

Salvatore Delassandro died May 18, 1967 testate a resident of Queens County, New York. Pursuant to Paragraph Two in the Last Will and Testament of Salvatore Delassandro the above described premises was devised to his three sons, Anthony Delassandro, Joseph Delassandro, and Felix Delassandro.

Joseph Delassandro died May 24, 1983 testate, a resident of Queens County, New York and pursuant to Paragraph Two of his Last Will and Testament he devised his 1/3 interest to the premises to his brothers, Anthony Delassandro and Felix Delassandro.

Felix Delassandro died April 24, 1984 testate, a resident of Queens County, New York and pursuant to Paragraph Two of his Last Will and Testament he devised his 1/2 interest to the premises to his brother, Anthony Delassandro.

Anthony Delassandro died February 17, 1985, testate, a resident of Queens County, New York and pursuant to Paragraph Five of his Last Will and Testament, he devised a 1/3 interest to the premises to Nancy Holowinski; a 1/3 interest to Geraldine Holowinski Di Santo and her husband, Joseph DiSanto; and 1/3 interest to Anthony Holowinski and his wife, Susan Holowinski. By paragraph Six of the Last Will and Testament of Anthony Delassandro, he appoints his nephew Anthony Holowinski as Executor together with full power of sale.


Being commonly known as Block 48, Lot: 11, (Robbins Road), Branchburg, New Jersey.

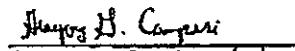
Limitation to use as Low Income Housing for Developmentally Disabled Adults. The property conveyed by this deed may for a period of 30 years be used only for the construction of housing for Low Income Developmentally Disabled Adults. "Low Income" for the purpose of this limitation shall be defined by the regulations of the New Jersey Council on Affordable Housing or its successor. "Developmentally Disabled" for the purpose of this limitation shall be defined by the regulations of the New Jersey Department of Human Services or its successor. This limitation is created for the benefit of and may be enforced by the Township of Branchburg, which has provided the funds for this purchase of the property. If this limitation is violated, title to the property shall revert to the township of Branchburg pursuant to N.J.S. 40A:12-21. This limitation shall expire on January 5, 2031.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not done or executed, or allowed to be done or executed, any act, deed or thing whereby anyone else has obtained any legal rights which affect the property.

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

Witness:


Anthony Holowinski,
Executor of the Estate of
Anthony Delassandro


Gregory G. Campisi
Attorney at Law
of New Jersey

SCHEDULE "A-3"

File Number: TA55500

The land referred to in this Commitment is described as follows:

KNOWN as Plot Number One (1), in Block Number Two (2), as shown on a certain map entitled "H. R. M. Section of William Bradley Estate situated in Branchburg Township Somerset County, N.J. July 1949" and the same is filed in the Somerset County Clerk's Office December 8th, 1949 and is known as Map #206.

BEGINNING at an iron pipe in the northerly sideline of Robbins Road being 300.00 feet northwesterly from the westerly sideline of Henry Road and running; thence

1) along the northerly sideline of Robbins Road, North 62 degrees 48 minutes 00 seconds West, 105.14 feet to a point; thence

2) North 27 degrees 02 minutes 00 seconds East, 400.00 feet to a point; thence

3) South 62 degrees 48 minutes 00 seconds East, 106.30 feet to a point; thence

4) South 27 degrees 12 minutes 00 seconds West, 400.00 feet to the point and place of BEGINNING.

The above description being in accordance with a survey prepared by George Kiehnman, Professional Land Surveyor, and dated December 27, 2000.

BK2334 PG196

STATE OF New Jersey

SS.

COUNTY OF ESSEX

I certify that on January 4, 2001, Anthony Holowinski, Executor of the Estate of Anthony Dalasandro personally appeared before me and acknowledged under oath, to my satisfaction, that each person;

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his and her own act and deed; and
- (c) made this deed for a consideration of \$87,000.00 paid for the transfer of title.

Gregory H. Campisi

An Attorney-at-Law
of the State of New Jersey

RECORD AND RETURN TO:

Mark S. Anderson, Esq.
Woolson, Sutphen Anderson & Nergaard
11 East Cliff Street
Somerville, New Jersey 08876

TOWNSHIP
OF
BRANCHBURG

1077 Highway 202, Somerville, NJ 08876-3936
Tel: (908) 526-1300 Fax: (908) 526-2452

Board of Adjustment

November 7, 1996

Midland School
Industrial Parkway
Somerville NJ 08876

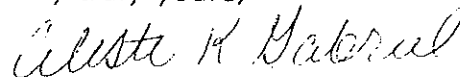
Dear Sir/Madam,

The attached Resolution granting approval of the above application was adopted by the Board of Adjustment of the Township of Branchburg at the meeting held on November 7, 1996.

Please be advised that it is the Applicant's responsibility to ensure compliance with all terms and conditions of the approving resolution. To avoid any delays with building permits, etc., please notify the appropriate department when all conditions of the approval have been met.

If you have any questions with regard to the above, please do not hesitate to contact the Board office.

Very truly yours,



Celeste K. Gabriel

Administrative Secretary - Land Use

cc: John Tamburini, Building Inspector
Wayne J. Pilato, Zoning Officer
Thomas Dunn, Municipal Land Use Officer
Fran Kuczynski, Tax Assessor

CKG
Encl.

Board of Adjustment
Case # 1996-014-AUV
Midland School
Industrial Parkway
Block 17/Lot 4

RESOLUTION

RESOLVED THAT THE BOARD OF ADJUSTMENT made the following findings and determinations respecting the above-captioned application:

- 1) *This is an application for development under the provisions of NJSA 40:55D-70d(1). Whereby the applicant proposes alternative housing for adults with disabilities.*
- 2) *The applicant appealed to the Board of Adjustment by application filed on March 20, 1996 and appeared before the Board on November 4, 1996. Service of Notice was found to be in order. There were no objectors present and one person spoke in favor of the application.*
- 3) *The applicant presented the following exhibits:*
 - a) *Plot Plan*
- 4) *The property in question is an improved lot and is located in the Community Facilities Zone. The area in question is in character.*
- 5) *The zone in question does not allow the proposed use.*
- 6) *The application is hereby approved as to use for the following reasons and on the following conditions:*

REASONS:

- 1) *The use is an inherently beneficial. (educational for adult disabilities)*
- 2) *There is no substantial detrimental effect at this time.*
- 3) *This is conditioned on site plan approval which shall include but not be limited to:*

Size of building, Design of building, number of People (48), residents, concerns raised by the various agencies, police, fire, rescue squad. Traffic, road improvements, parking.


- 4) *If the site plan is not approved than the use is null and void.*
- 5) *The application is consistent with the purpose of zoning and can be granted without substantial detriment to the public good and would not impair the intent and purpose of the zone plan and zoning Ordinance.*
- 6) *The clerk shall annex a copy of this resolution to the minutes of the meeting and transmit a copy of this resolution to the Building Inspector, Zoning Officer, Administrative Officer, Township Administrator, Tax Assessor and the Applicant.*


On motion offered by Mr. Davenhall seconded by Mr. Anczarki, the foregoing resolution was adopted by the following vote:

ROLLCALL VOTE						ADOPTED: 10/1/96 CASE # 96-014					
MEMBER	Y	N	NE	NV	ABS	MEMBER	Y	N	NE	NV	ABS
WATERS	x					GIBBONS					x
ANCZARKI	x					MOODY	x				
DAVENHALL	x					DAVIS	x				
SAVAGE	x					CRANDALL		x			
PHILLIPS	x										

X-indicates vote. NE - not eligible to vote NV - not voting (abstained) ABS - absent.


Donald Waters, Chairman


Ronald Davenhall, Secretary


Celeste K. Gabriel, Adm. Sec. - Land Use

Woolson Sutphen Anderson & Nergaard

A Professional Corporation • Attorneys at Law

11 EAST CLIFF STREET • SOMERVILLE, NEW JERSEY 08876

TELEPHONE (908) 526-4050 • FACSIMILE (908) 526-4408

MARK S. ANDERSON

MARYANN L. NERGAARD

LAURA J. LANDE

JOLANTA MAZIARZ

O. STANLEY WOOLSON

WILLIAM R. SUTPHEN III

Retired

March 4, 2009

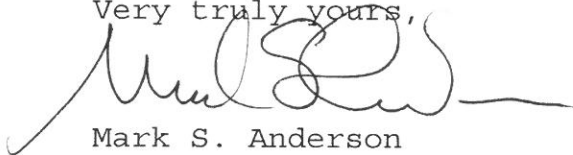
Mr. Philip M. Gartlan, Executive Director
Midland Residential Communities, Inc.
P.O. Box 5026
North Branch, NJ 08876

Re: 122 Robbins Road, Branchburg, New Jersey
Our file: 07bm-06

Dear Mr. Gartlan:

Enclosed please find the original recorded Deed for 122 Robbins Road, Branchburg, New Jersey.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Mark S. Anderson', with a long horizontal flourish extending to the right.


Mark S. Anderson

LAS:no
Enclosure

6p-1b90dcd

DEED

Prepared by:


Mark S. Anderson

This Deed is made on October 1, 2007,

BETWEEN

Midland Adult Services, Inc.

The Grantor

whose address is

94 Readington Road
North Branch, NJ 08876

and

Midland Adult Services, Inc.

The Grantee

whose post office address is

94 Readington Road
North Branch, NJ 08876

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of: \$1.00.

The Grantor acknowledges receipt of this money.

Tax Map Reference (N.J.S.A. 46:15-1.1). Municipality of Branchburg

Block Number: 48 Lot Number: 11 Account Number:

☐ No property tax identification number is available on the date of this Deed. (Check if applicable).

Property. The property consists of the land and all the buildings and structures on land located at 122 Robbins Road, in the Township of Branchburg, County of Somerset and State of New Jersey. The legal description is:



BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2009 FEB 26 02:59:40 PM
BK: 6195 PG: 63-69
INSTRUMENT # 2009008160

SEE SCHEDULE "A" ATTACHED HERETO

Being the same premises conveyed to the Grantor by Deed from Anthony Holowinski, Executor of the Estate of Anthony Delasandro, (a/k/a Anthony Delassandro, a/k/a Anthony Delasandra) dated January 4, 2001 and recorded in the Somerset County Clerk's Office on January 5, 2001 in Deed Book 2334, Page 194.

This Deed is being recorded to add the following limitation:

Limitation to use as Low Income Housing for Developmentally Disabled Adults.

The property conveyed by this deed may for a period of 30 years be used only for the construction of housing for Low Income Developmentally Disabled Adults. "Low Income" for the purpose of this limitation shall be defined by the regulations of the New Jersey Council on Affordable Housing or its successor. "Developmentally Disabled" for the purpose of this limitation shall be defined by the regulations of the New Jersey Department of Human Services or its successor. This limitation is created for the benefit of and may be enforced by the Township of Branchburg, which has provided the funds for this purchase of the property. If this limitation is violated, title to the property shall revert to the Township of Branchburg pursuant to N.J.S. 40A:12-21. This limitation shall expire on July 22, 2037.

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

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed by:

Pauline Kodack
Notary Public

PAULINE KODACK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/27/2009

By:

MIDLAND ADULT SERVICES, INC.

William Traver (Seal)
William Traver, President

SCHEDULE "A"

KNOWN as Plot Number One (1), in Block Number Two (2), as shown on a certain map entitled "H. R. M. Section of William Bradley Estate situated in Branchburg Township Somerset County, N.J. July 1949" and the same is filed in the Somerset County Clerk's Office December 8th, 1949 and is known as Map #206.

BEGINNING at an iron pipe in the northerly sideline of Robbins Road being 300.00 feet northwesterly from the westerly sideline of Henry Road and running; thence

1) along the northerly sideline of Robbins Road, North 62 degrees 48 minutes 00 seconds West, 105.14 feet to a point; thence

2) North 27 degrees 02 minutes 00 seconds East, 400.00 feet to a point; thence

3) South 62 degrees 48 minutes 00 seconds East, 106.30 feet to a point; thence

4) South 27 degrees 12 minutes 00 seconds West, 400.00 feet to the point and place of BEGINNING.

The above description being in accordance with a survey prepared by George Riehman, Professional Land Surveyor, and dated December 27, 2000.

MUST SUBMIT IN DUPLICATE

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

COUNTY

SOMERSET

} SS. County Municipal Code

MUNICIPALITY OF PROPERTY LOCATION Branchburg

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
 RTF paid by seller \$ Exempt
 Date 2/27/09 By CH

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

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

Deponent, Philip M. Gartlan, being duly sworn according to law upon his/her oath,

(Name)

deposes and says that he/she is the Executive Director in a deed dated October 1, 2007 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 48 Lot number 11 located at
 122 Robbins Road, Branchburg and annexed thereto.
 (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

(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:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

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 (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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(a) For consideration of less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * (See 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 THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See 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 (See Instructions #2, #10 and #12 on reverse side)

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

(7) 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 26th day of February, 2009

Signature of Deponent

Midland Adult Services, Inc.

Grantor Name

94 Readington Rd No. Branch NJ

94 Readington Rd No. Branch NJ

Deponent Address

Grantor Address at Time of Sale

XXX-XXX- 433

Last 3 digits in Grantor's Social Security Number

Name/Company of Settlement Officer

Pauline Kodack

Notary Public
 NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 12/27/2009

FOR OFFICIAL USE ONLY

Instrument Number _____ County Somerset
 Deed Number _____ Book _____ Page _____
 Deed Dated 10/1/07 Date Recorded 2/27/09

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION
 PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and 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 of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm

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)

Midland Adult Services, Inc.

Current Resident Address:

Street: 94 Readington Road

City, Town, Post Office

State

Zip Code

North Branch

NJ

08876

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

48

11

Street Address:

122 Robbins Road

City, Town, Post Office

State

Zip Code

Branchburg

NJ

08876

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$1.00

10/1/2007

SELLER ASSURANCES (Check the Appropriate Box)

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.
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.

12.19.07

Date

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

State of New Jersey }
 } ss:
County of Somerset }

I CERTIFY that on *October 1st*, 2007

William Traver
personally came before me in person and stated to my satisfaction that he :

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the President of the entity named in this instrument; and
- (c) executed this instrument as the act of the entity name in this instrument.

PAULINE KODACK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/27/2009

Pauline Kodack

Notary Public

↓
GWOLSON SUTPHEN ANDERSON & NER
11 EAST CLIFF STREET
SOMERVILLE NJ 08876



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 02/26/2009 02:59:40 PM
Book: OPR 6195 Page: 63-69
Instrument No.: 2009008160
DEEDTRNS 7 PGS \$90.00

Recorder: HECKMAN

DO NOT DISCARD



2009008160

CORRECTIVE DEED

Prepared by:

Mark S. Anderson

This Corrective Deed is made on February 28, 20001

COUNTY OF SOMERSET
CONSIDERATION 1.00
REALTY TRANSFER FEE CORRECTIVE
DATE 3/6/01 BY JD

BETWEEN

Midland Residential Communities, Inc., a New Jersey Corporation,
The Grantor

whose address is

P.O. Box 5016
North Branch, New Jersey 08876

and

Midland Residential Communities, Inc., a New Jersey Corporation,
The Grantee

whose post office address is

P.O. Box 5016
North Branch, New Jersey 08876

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of: \$1.00.

The Grantor acknowledges receipt of this money.

Tax Map Reference (N.J.S.A. 46:15-1.1). Municipality of

Block Number: 81.01 Lot Number: 1.03 Account Number:

☐ No property tax identification number is available on the date of this Deed. (Check if applicable).

Property. The property consists of the land and all the buildings and structures on land located at 363 Pleasant Run Road, in the Township of Branchburg, County of

BK2342PG402

REC MAR/06/2001 09:40AM 007683

SOMERSET COUNTY CLERK TMM 26.00

Somerset and State of New Jersey. The legal description is attached hereto as Schedule "A".

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

Limitation to use as Low Income Housing for Developmentally Disabled Adults.

The property conveyed by this deed may for a period of 30 years be used only for housing for Low Income Developmentally Disabled Adults. "Low Income" for the purpose of this limitation shall be defined by the regulations of the New Jersey Council on Affordable Housing or its successor. "Developmentally Disabled" for the purpose of this limitation shall be defined by the regulations of the New Jersey Department of Human Services or its successor. This limitation is created for the benefit of and may be enforced by the Township of Branchburg, which has provided the funds for this purchase of the property. If this limitation is violated, title to the property shall revert to the Township of Branchburg pursuant to N.J.S. 40A:12-21. This limitation shall expire on February 28, 2031.

BEING the same premises conveyed to Midland Residential Communities, Inc., a New Jersey Corporation from Scancarella Custom Homes, L.L.C., a New Jersey Limited Liability Company by Deed dated October 6, 2000 and recorded on December 23, 2000 in the Office of the Clerk of Somerset County, New Jersey, in Deed Book 2333, Page 192.

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed by:

MIDLAND RESIDENTIAL COMMUNITIES INC.



BY:



(Seal)

Philip M. Gartlan, President

BK2342PG403

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Prepared by the office of TITLE LINES • 15 Mendham Road • Gladstone, New Jersey 07934 (908) 234-2620

Reference
TL 39545

EXHIBIT A

Township of Branchburg, County of Somerset, State of New Jersey

BEING known and designated as Lot 1.03 in Block 81.01 on a certain map entitled "Final Plat Prepared for Pleasant Hills, Branchburg Township, Formerly Block 81, Lot 1 & Block 79, Lots 13 & 14, Somerset County, New Jersey" which map was filed in the Somerset County Clerk's Office on July 12, 1993 as Map 2939.

BEING also known and designated as Lot 1.03 in Block 81.01 on the official Tax Map of the Township of Branchburg.

SCHEDULE "A"

Schedule A of this Commitment consists of 2 pages. BK 2342 PG 404

This commitment is invalid unless...

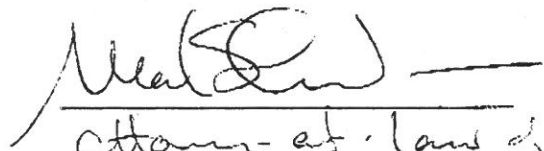
TOTAL P. 07

State of New Jersey }
 } ss:
County of Somerset }

I CERTIFY that on Feb 28 , 2001

Philip M. Gartlan
personally came before me in person and stated to my satisfaction that he :

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the President of the entity named in this instrument; and
- (c) executed this instrument as the act of the entity name in this instrument.



attorney-at-law of NJ

Deed

MIDLAND RESIDENTIAL COMMUNITIES, INC.
a New Jersey Corporation

Grantors

TO

MIDLAND RESIDENTIAL COMMUNITIES, INC.
a New Jersey Corporation

Grantee

DATED: February 28, 2001

Record and return to:
Paul H. Loeffler, Esquire
Bisogno & Loeffler
88 S. Finley Avenue
Basking Ridge, New Jersey 07920
(908) 766-6666

*Walter Stephen Linderer & Margaret
11 East 84th St
Jeromeville NJ 08876*

BK2342PG407

~~END OF DOCUMENT~~
TOTAL P.06

CORRECTIVE

Deed

cropped chg #008 wF
bpg 28.00 chg wF
(008)

This Deed is made on December 28, 2000

BETWEEN

MIDLAND RESIDENTIAL COMMUNITIES, INC.

a corporation of the state of New Jersey

having its principal office at P.O. Box 5026, North Branch, NJ 08876

referred to as the Grantor,

AND

MIDLAND RESIDENTIAL COMMUNITIES, INC.

whose post office address is P.O. Box 5026, North Branch, NJ 08876

referred to as the Grantee.

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00)

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Branchburg
Block No. 59 Lot No. 16 Account No.

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Branchburg County of Somerset and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

The within Deed is a corrective Deed to add the following Restriction:

Use of the within premises is restricted to low income rental housing under COAH regulations for the next 30 years.

BEING the same premises conveyed to the Grantor herein by Deed of James R. Russo and Patricia Russo, husband and wife, John R. DeCicco, Jr. and Lynne Marie DeCicco, husband and wife (formerly Lynne Marie Russo), Lorie A. Greenspan, married (formerly Lorie Anne Russo) dated January 26, 2000 and recorded on January 28, 2000 in Deed Book 2279, Page 506 of Somerset County.

THE WITHIN DEED IS BEING RE-RECORDED TO ADD THE CLAUSE ATTACHED HERETO AS EXHIBIT B.

Prepared by: (print signer's name below signature)

Paul H. Loeffler, Esq.

(For Recorder's Use Only)



2001335898

R. PETER WIDIN COUNTY CLERK
SOMERSET COUNTY, NJ
2001 JUL 02 12:37:45 PM
BK. 5007 PG. 1234-1240
INSTRUMENT # 2001335898

The street address of the Property is: 423 Readington Road, Somerville, NJ 08876

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

5. 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. (Print name below each signature).

Witnessed or Attested by:

Patricia A. Bourlier, Acting Secretary
Philip M. Gartlan, President
By: Philip M. Gartlan
INC.
MIDLAND RESIDENTIAL COMMUNITIES,

STATE OF NEW JERSEY, COUNTY OF SOMERSET
I CERTIFY that on December 28, 2000
PHILIP M. GARTLAN
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as President
of Midland Residential Communities, Inc.
(c) made this Deed for \$1.00
as the full and actual consideration paid or to be paid for the
transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.); and
(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:
Paul H. Loeffler, Esq.
Bisogno & Loeffler
88 South Finley Avenue
P.O. Box 408
Basking Ridge, NJ 07920

Paul H. Loeffler
An Attorney at Law of the
State of New Jersey
(Print name and title below signature)

BK2333pg191

EXHIBIT A

Township of Branchburg, County of Somerset, State of New Jersey

BEGINNING at a concrete monument found in the easterly side line of Readington Road (a 50.00 foot right-of-way) said point being the westerly most common corner of Lots 15 and 16 in Block 59, and from said beginning point and running thence:

- 1) Leaving said easterly side line and along the southerly side line of Lot 58 South $58^{\circ} 18' 00''$ East a distance of 176.50 feet to an iron pipe found; thence
- 2) Along the westerly line of Lot 17 in Block 59, South $32^{\circ} 16' 00''$ West a distance of 297.46 feet to a point in the new northerly side line of Dreahook Road (formerly known as Old York Road); and thence
- 3) Along said new northerly side line North $57^{\circ} 02' 46''$ West a distance of 136.98 feet to a point of curvature; thence
- 4) Continuing along said new side line and along the arc of a curve to the right having a radius of 40.00 feet an arc length of 62.35 feet to a point of tangency in the easterly side line of Readington Road; thence
- 5) Along the easterly side line of Readington Road, North $32^{\circ} 16' 00''$ East a distance of 254.07 to the point and place of BEGINNING.

BEING known and designated as a portion of Lot 16 on a certain map entitled "Wilson's Acres, Located in Branchburg Township, Somerset County, New Jersey" which map was filed in the Somerset County Clerk's Office on May 28, 1956 as Map 426.

The above description is drawn in accordance with a survey made by JT Surveying dated November 15, 1999 and updated January 17, 2000.

BEING also known and designated as Lot 16 in Block 59 on the official Tax Map of the Township of Branchburg.

EXHIBIT B

**LIMITATION TO USE AS LOW INCOME HOUSING FOR
DEVELOPMENTALLY DISABLED ADULTS**

The property conveyed by this deed may for a period of 30 years be used only for the construction of housing for Low Income Developmentally Disabled Adults. "Low Income" for the purpose of this limitation shall be defined by the regulations of the New Jersey Council on Affordable Housing or its successor. "Developmentally Disabled" for the purpose of this limitation shall be defined by the regulations of the New Jersey Department of Human Services or its successor. This limitation is created for the benefit of and may be enforced by the Township of Branchburg, which has provided the funds for this purchase of the property. If this limitation is violated, title to the property shall revert to the Township of Branchburg pursuant to N.J.S. 40A:12-21. This limitation shall expire on December 28, 2030.

or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF SOMERSET

SS:

FOR RECORDER'S USE ONLY	
Consideration \$	1.00
Realty Transfer Fee \$	exempt *
Date	12-28-00 By

* 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 Philip M. Gartlan

(Name)

, being duly sworn according to law upon his/her oath

deposes and says that he/she is the President of Grantor

in a deed dated 12/28/00

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

transferring real property identified as Block No. 59

Lot No. 16

located at 423 Readington Road, Somerville, New Jersey 08876

(Street Address, Municipality, County)

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 \$ 1.00

(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.

Consideration is less than \$100.00.

(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 Instructions #8 and #9.)

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.

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.

C) LOW AND MODERATE INCOME HOUSING

(See Instruction #8.)

☐ Affordable According to HUD Standards.

☐ Meets Income Requirements of Region.

☐ Reserved for Occupancy.

☐ Subject to Resale Controls.

D) NEW CONSTRUCTION

(See Instruction #9.)

☐ Entirely new improvement.

☐ Not previously used for any purpose.

☐ Not previously occupied.

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

Subscribed and sworn to before me
this 28th
day of December, 2000

Name of Deponent (sign above line)

Philip M. Gartlan, President

P.O. Box 5026, North Branch, New Jersey 08876

Address of Deponent

MIDLAND RESIDENTIAL COMMUNITIES,
INC.

Name of Grantor (type above line)

Address of Grantor at Time of Sale

Paul H. Loeffler
An Attorney at Law of the
State of New Jersey

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.			
Instrument Number	49728	County	SOMERSET
Deed Number		Book	
Deed Dated	12-28-00	Date Recorded	12-28-00

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - To be retained by County.

DUPLICATE - To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)

TRIPLICATE - Is your file copy.

BK2333PG189

ORIGINAL AND DUPLICATE COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

INSTRUCTIONS

1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties named therein or by their legal representatives declaring the consideration therefor is annexed thereto for recording with the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof [which fee shall be in addition to the recording fees imposed by P. L. 1965, Chapter 123, Section 2 (C, 22A:4-4.1)] shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$.75 for each \$500 of consideration or fractional part thereof in excess of \$150,000.00 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- (a) This Affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in the deed or in the acknowledgment or proof of the execution thereof.
- (b) This Affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.
- (c) Any claim for exemption from the increased fee must be supported by this Affidavit and attached to the deed at the time of recording, in addition to any statement otherwise required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal Representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, 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. (P. L. 1968, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed:

- (a) For a consideration of less than \$100.00;
- (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- (c) Solely in order to provide or release security for a debt or obligation;
- (d) Which confirms or corrects a deed previously recorded;
- (e) On a sale for delinquent taxes or assessments;
- (f) On partition;
- (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- (i) Acknowledged or proved on or before July 3, 1968;
- (j) Between husband and wife, or parent and child;
- (k) Conveying a cemetery lot or plot;
- (l) In specific performance of a final judgment;
- (m) Releasing a right of reversion;
- (n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid;
- (o) 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;
- (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P. L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500.00 of consideration or fractional part thereof: 1. The sale of any one- or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act. For the purposes of this Act, the following definitions shall apply: "Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°. "Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law. "Senior citizen" means any resident of this State of the age of 62 years or over. "Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

- 9. Transfer of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.00. For the purposes of this Act, the following definition shall apply: "New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C, 22A:4-4.1). The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof, with an additional fee of \$.75 for each \$500.00 of consideration in excess of \$150,000.00. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

11. PENALTY FOR FALSIFICATION OF CONSIDERATION

Any person who knowingly falsifies the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit annexed to the deed declaring the consideration therefor or a declaration in an Affidavit that a transfer is exempt from recording fee is guilty of a crime of the fourth degree (P. L. 1991, c. 308, Section 4).

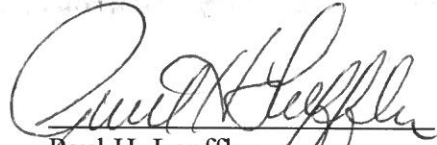


STATE OF NEW JERSEY, COUNTY OF SOMERSET

SS.

I CERTIFY that on June 20, 2001, PHILIP M. GARTLAN personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as President of MIDLAND RESIDENTIAL COMMUNITIES, INC. the entity named in this Deed; and,
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
- (d) executed this Deed as the act of the entity.



Paul H. Loeffler
An Attorney at Law of the
State of New Jersey



R. PETER WIDIN
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 07/02/2001 12:37:45 PM
Book: OPR 5007 Page: 1234-1240
Instrument No.: 2001335898
DEEDTRNS 7 PGS \$28.00

Recorder: FRANKLIN

DO NOT DISCARD



2001335898

Bisogno, Loeffler & Zelley, L.L.C.

Attorneys at Law
88 South Finley Avenue
Post Office Box 408
Basking Ridge, New Jersey 07920

Vincent T. Bisogno

vbisogno@baskingridgelaw.com

Paul H. Loeffler (Member N.J. & N.Y. Bars)

ploeffler@baskingridgelaw.com

Frederick B. Zelley (Member N.J. & Pa. Bars)

fzelley@baskingridgelaw.com

Paul D. Mitchell

pmitchell@baskingridgelaw.com

Telephone: (908) 766-6666

Facsimile: (908) 766-7809

October 10, 2018

Mr. Shawn McNerney
Midland Adult Services
94 Readington Road
Branchburg, NJ 08853

Re: Restrictive Deed – 679 Case Road, Branchburg, NJ

Dear Shawn:

Enclosed herewith please find original Deed dated October 1, 2018 between Midland Adult Services, Inc. and Midland Adult Service, Inc., which Deed was recorded in the Clerk's Office of Somerset County on October 3, 2018 in OPR 7075, Page 1558. Please retain the original document for your records.

Very truly yours,



Paul H. Loeffler

PHL:pb
Enclosure



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US



INSTRUMENT # 2018037623

BOOK: 7075 PAGE: 1558-1564

(Of)

chg 18

DATE OF DOCUMENT: October 1, 2018	TYPE OF DOCUMENT: Deed
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) Midland Adult Services, Inc.	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) Midland Adult Services, Inc.
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY: Branchburg	MAILING ADDRESS OF GRANTEE: 94 Readington Road Branchburg, NJ 08853
BLOCK: 79	
LOT: 2.03	
CONSIDERATION: \$ 1.00	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE
THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE

DEED

(Bargain and Sale)

This Deed made on October 1, 2018

BETWEEN: MIDLAND ADULT SERVICES, INC.

whose post office address is 94 Readington Road, Branchburg, NJ 08853

referred to as the GRANTOR

AND: MIDLAND ADULT SERVICES, INC.

whose post office address is 94 Readington Road, Branchburg, NJ 08853

referred to as the GRANTEE

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00)

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Branchburg
Block No. 79 Lot No. 2.03 Qualifier No. CONDO

No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Branchburg, County of Somerset and State of New Jersey. The legal description is:

[X] Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the Grantor/Grantee herein by Deed from Paul Lorefice and Marie Lorefice, Husband and Wife, dated August 14, 2018 and recorded on August 17, 2018 in the Clerk's Office of Somerset County in Deed Book 7065, Page 542.

The within Deed is be recorded to add the following Deed Restriction:

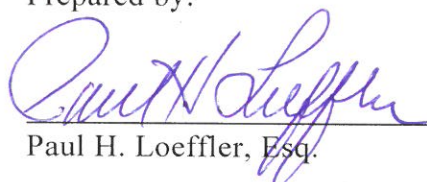
LIMITATION TO USE AS LOW INCOME HOUSING FOR DEVELOPMENTALLY DISABLED ADULTS.

The property conveyed by this deed may for a period of 30 years be used only for the construction of housing for Low Income Developmentally Disabled Adults. "Low Income" for the purpose of this limitation shall be defined by the regulations of the New "Developmentally Disabled" for the purpose of this limitation shall be defined by the regulations of the New Jersey Department of Human Services or its successor. This limitation is created for the benefit of and may be enforced by the Township of Branchburg, which has provided funds for the purchase of the property. If this limitation is violated, title to the property shall revert to the Township of Branchburg pursuant to N.J.S. 40A:12-21. This limitation shall expire in September, 2048.

Continued . . .

Prepared by:

(For Recorder's Use Only)


Paul H. Loeffler, Esq.

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

COUNTY

SOMERSET

} SS. County Municipal Code
1805

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
RTF paid by seller \$ Exempt
Date 10/3/2018 By H

MUNICIPALITY OF PROPERTY LOCATION Branchburg

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

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

Deponent, Shawn M. McInerney, being duly sworn according to law upon his/her oath,
(Name)

deposes and says that he/she is the Grantor/Grantee in a deed dated October 1, 2018 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 79 Lot number 2.03 located at
679 Case Road, Branchburg, NJ 08853 and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☐ 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:

(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ ÷ % = \$

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 (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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Consideration is less than \$100.00

(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 and #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 1 day of October, 2018

Paul H. Loeffler
An Attorney at Law of the
State of New Jersey

Signature of Deponent

94 Readington Road, Branchburg,
NJ 08853

Deponent Address

XXX-XXX-433

Last three digits in Grantor's Social Security Number

Shawn M. McInerney

Grantor Name

94 Readington Road, Branchburg, NJ
08853

Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County Somerset
Deed Number _____ Book _____ Page _____
Deed Dated 10/1/2018 Date Recorded 10/3/2018

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

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and 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 of Taxation website at:

www.state.nj.us/treasury/taxation/lpt/localtax.htm

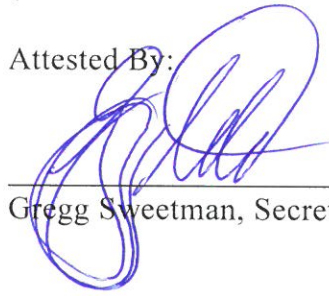
Pursuant to a Housing Subsidy Agreement entered into by and between the Township of Branchburg and Midland Adult Services, Inc., and dated October 1, 2018, if this property is not developed as and occupied for a minimum of four Housing Units by 12/31/18, then title to this property will revert to the Township of Branchburg.

The street address of the Property is: 679 Case Road, Branchburg, NJ 08853

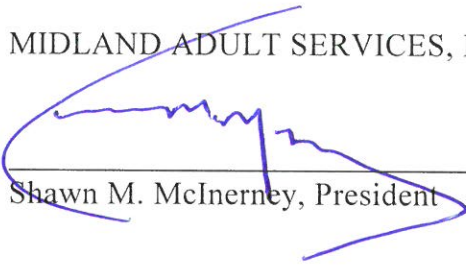
4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such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

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

Attested By:


Gregg Sweetman, Secretary

MIDLAND ADULT SERVICES, INC.

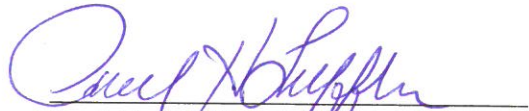

Shawn M. McInerney, President

STATE OF NEW JERSEY, COUNTY OF SOMERSET

SS.:

I CERTIFY that on October 1, 2018, SHAWN M. MCINERNEY, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) was authorized to and did execute this Deed as President of MIDLAND ADULT SERVICES, INC. the entity named in this Deed;
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A 46:15-5); and
- (d) executed this Deed as the act of the entity.


Paul H. Loeffler
An Attorney at Law of the
State of New Jersey

RECORD & RETURN TO:
Paul H. Loeffler, Esq.
Bisogno, Loeffler & Zelley
88 South Finley Avenue
P.O. Box 408
Basking Ridge, NJ 07920

Schedule A – Legal Description

File No. TL-55956

Township of Branchburg, County of Somerset, State of New Jersey

BEGINNING at a point in the new right-of-way line of Case Road and in line of lands N/F of William Flower, Jr. and Thomas Curtis, et ux, said point being the following two courses from the centerline intersection of Case Road and Old York Road,

- a) South 73° 40' 50" East along the centerline of Case Road, a distance of 267.82 feet; thence
- b) South 39° 11' 40" West along said Flower's line a distance of 32.16 feet to the point of beginning; running thence
- 1) Along said new sideline of Case Road, South 71° 54' East a distance of 241.66 feet to an angle point in said sideline; thence
- 2) Still along same, South 71° 10' 30" East, a distance of 239.61 feet; thence
- 3) South 31° 30' West, a distance of 470.91 feet; thence
- 4) North 58° 30' West, a distance of 425.00 feet; thence
- 5) North 00° 12' 25" East, a distance of 146.18 feet; thence
- 6) North 39° 11' 40" East, a distance of 239.57 feet to the point and place of BEGINNING.

The above description is drawn in accordance with a survey made by Thomas D. Strong Associates, LLC dated July 25, 2018.

NOTE FOR INFORMATION ONLY: Being known and designated as Lot 2.03 in Block 79 on the official Tax Map of the Township of Branchburg, County of Somerset, State of New Jersey.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Midland Adult Services, Inc.

Current Street Address

94 Readington Road

City, Town, Post Office Box

Branchburg

State

NJ

Zip Code

08853

PROPERTY INFORMATION

Block(s)

79

Lot(s)

2.03

Qualifier

Street Address

679 Case Road

City, Town, Post Office Box

Branchburg

State

NJ

Zip Code

08853

Seller's Percentage of Ownership

100%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

10/1/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is 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 is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred 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.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

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 may 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 a 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.

10/1/18

Date

10/1/18

Date

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

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



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

Date Recorded:	10/3/2018	2:08:00 PM
Recorded By:	BRIONES	
Book & Page:	OPR 7075	1558-1564
Instrument No.:	2018037623	
Number of Pages:	7	
Document Type:	DEED TRANSFER-NO CONSIDERATION	
Recording Fee (inc all addtl charges):	\$93.00	

DO NOT DISCARD

NEW UNIT



Midland Adult Services, Inc.
PO Box 5026
North Branch, NJ 08876

May 20, 2019

Mr. Gregory Bonin
Administrator of Branchburg Township
1077 US Highway 202
Branchburg, New Jersey, 08876

Dear Mr. Gregory Bonin,

This correspondence is in follow-up to our conversation of May 17, 2019 regarding Midland's potential interest in expanding our Community Residential Services through the addition of more accessible and affordable rental units.

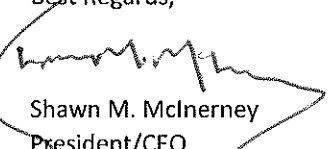
The Midland Organization will mark its 60th year of operation in the year 2020. We operate award-winning School, Employment, Day Habilitation and Community Residential (group homes and supervised apartments) programs. Our Work Center is CARF accredited. Midland's Residential programs support Medicaid eligible adults who have intellectual and developmental disabilities and are licensed as Community Residences under N.J.A.C. 10:44A. .

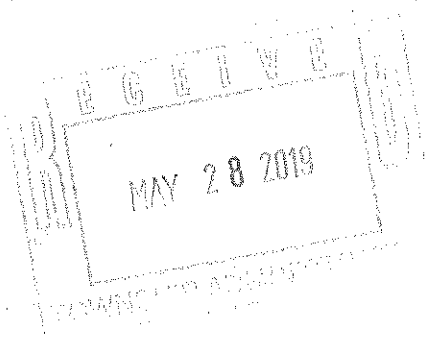
Midland receives numerous inquiries throughout the year regarding Residential Services. We are mission driven and are committed to be part of the solution and our Board of Trustees has identified this as an area of growth for Midland and prioritized expansion of our Residential Services

As part of our strategic planning process, Midland has determined that we may be able to serve an additional 20 adults in newly constructed apartments. Our vision of future Residential development includes creating access to additional first floor accessible and affordable ADA compliant units. We envision a mix of both two (2) and potentially some three (3) bedroom units. Furthermore, any mixed-use site that contains both residential, business and retail such as food establishments, outlets for leisure recreation and other amenities is highly desirable. Any expansion, if approved, will be incorporated into Midland's strategic plan.

We look forward to additional discussion and collaboration. In the interim, please do not hesitate to contact me should you require additional details.

Best Regards,


Shawn M. McNerney
President/CEO
Midland Corporation
Cc: Gregg Sweetman
Mike Castles
Stacey Gravina



Appendix 7. Third Round Documentation

7.A. Cedar Brook Extension of Controls

RESOLUTION

NO. 2021-174

ADOPTED: AUGUST 9, 2021

WHEREAS, pursuant to N.J.A.C. 5:80-26.24 an eligible seller of a 95/5 unit that has been controlled for the period established in N.J.A.C. 5:93-9.2, may sell the unit to any purchaser at market price provided that 95 percent of the price differential, defined as the difference between the controlled unit sale price and fair market value at the date of the contract of sale, is paid to the municipality; and

WHEREAS, pursuant to N.J.A.C. 5:80-26.25 a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low and moderate income housing is to prohibit the exercise of the repayment option set forth above and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2; and

WHEREAS, pursuant to N.J.A.C. 5:80-26.25 a municipality exercising the option set forth therein must: (1) adopt a resolution of such determination approved by the governing body specifying the time period for which the repayment option shall not be applicable; (2) provide public notice in a newspaper of general circulation; and (3) notify the municipality's administrative agent and COAH of the governing body's action; and

WHEREAS, the municipality's administrative agent shall ensure that the deed restriction on all affected housing units reflects the extended period of controls; and

WHEREAS, the follow units at Cedar Brook at Branchburg Condominiums were originally marketed and sold in the early 1990's as 95/5 affordable housing units with 30 year deed restrictions:


- 200 Arbor Way, Block 17.15, Lot 2.01, Branchburg, New Jersey
- 202 Arbor Way, Block 17.15, Lot 2.02, Branchburg, New Jersey
- 204 Arbor Way, Block 17.15, Lot 2.03, Branchburg, New Jersey
- 206 Arbor Way, Block 17.15, Lot 2.04, Branchburg, New Jersey
- 208 Arbor Way, Block 17.15, Lot 2.05, Branchburg, New Jersey
- 210 Arbor Way, Block 17.15, Lot 2.06, Branchburg, New Jersey
- 212 Arbor Way, Block 17.15, Lot 2.07, Branchburg, New Jersey
- 214 Arbor Way, Block 17.15, Lot 2.08, Branchburg, New Jersey
- 216 Arbor Way, Block 17.15, Lot 2.09, Branchburg, New Jersey
- 218 Arbor Way, Block 17.15, Lot 2.10, Branchburg, New Jersey
- 220 Arbor Way, Block 17.15, Lot 2.11, Branchburg, New Jersey
- 222 Arbor Way, Block 17.15, Lot 2.12, Branchburg, New Jersey
- 224 Arbor Way, Block 17.15, Lot 2.13, Branchburg, New Jersey
- 226 Arbor Way, Block 17.15, Lot 2.14, Branchburg, New Jersey
- 228 Arbor Way, Block 17.15, Lot 2.15, Branchburg, New Jersey
- 230 Arbor Way, Block 17.15, Lot 2.16, Branchburg, New Jersey
- 232 Arbor Way, Block 17.15, Lot 2.17, Branchburg, New Jersey
- 234 Arbor Way, Block 17.15, Lot 2.18, Branchburg, New Jersey
- 236 Arbor Way, Block 17.15, Lot 2.19, Branchburg, New Jersey
- 238 Arbor Way, Block 17.15, Lot 2.20, Branchburg, New Jersey
- 300 Azalea Terrace, Block 17.15, Lot 3.01, Branchburg, New Jersey
- 302 Azalea Terrace, Block 17.15, Lot 3.02, Branchburg, New Jersey
- 304 Azalea Terrace, Block 17.15, Lot 3.03, Branchburg, New Jersey
- 306 Azalea Terrace, Block 17.15, Lot 3.04, Branchburg, New Jersey
- 308 Azalea Terrace, Block 17.15, Lot 3.05, Branchburg, New Jersey
- 310 Azalea Terrace, Block 17.15, Lot 3.06, Branchburg, New Jersey

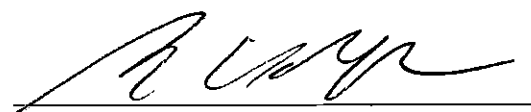
-312 Azalea Terrace, Block 17.15, Lot 3.07, Branchburg, New Jersey
 -314 Azalea Terrace, Block 17.15, Lot 3.08, Branchburg, New Jersey
 -316 Azalea Terrace, Block 17.15, Lot 3.09, Branchburg, New Jersey
 -318 Azalea Terrace, Block 17.15, Lot 3.10, Branchburg, New Jersey
 -320 Azalea Terrace, Block 17.15, Lot 3.11, Branchburg, New Jersey
 -322 Azalea Terrace, Block 17.15, Lot 3.12, Branchburg, New Jersey
 -324 Azalea Terrace, Block 17.15, Lot 3.13, Branchburg, New Jersey
 -326 Azalea Terrace, Block 17.15, Lot 3.14, Branchburg, New Jersey
 -328 Azalea Terrace, Block 17.15, Lot 3.15, Branchburg, New Jersey
 -330 Azalea Terrace, Block 17.15, Lot 3.16, Branchburg, New Jersey
 -332 Azalea Terrace, Block 17.15, Lot 3.17, Branchburg, New Jersey
 -334 Azalea Terrace, Block 17.15, Lot 3.18, Branchburg, New Jersey
 -336 Azalea Terrace, Block 17.15, Lot 3.19, Branchburg, New Jersey
 -338 Azalea Terrace, Block 17.15, Lot 3.20, Branchburg, New Jersey
 -426 Azalea Terrace, Block 17.15, Lot 4.14, Branchburg, New Jersey
 (collectively referred to as the "Cedar Brook Affordable Housing Units")

WHEREAS, the Township Committee of the Township of Branchburg in consultation with its Administrative Agent, Township Planner and Township Attorney has determined that the most desirable means of promoting an adequate supply of low and moderate income housing within the Township is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey, that: (1) the Township hereby prohibits the exercise of the repayment option on the Cedar Brook Affordable Housing Units set forth herein and extends the affordable housing controls on such units until the Township formally elects to release the units from such requirements which release shall not occur prior to August 15, 2051; (2) the Township Clerk is directed to publish notice of this Resolution in the official newspaper of the Township, post a copy on the Township website and provide a copy to the Township's Administrative Agent and the New Jersey Department of Community Affairs; (3) the Township Administrative Agent administrative agent shall ensure that the deed restriction on all affected housing units reflects the extended period of controls; and (4) this Resolution shall be deemed effective upon adoption.

ATTEST:


 Marguerite Schmitt, RMC
 Township Clerk


 Brendon Beatrice
 Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	✓			
COLUMBUS				✓
OWENS	✓			
SCHWORN	✓			
BEATRICE	✓			

**Cedar Brook Condo Association
Affordable Housing Current Owners**

<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Bedrooms</u>	<u>Type</u>	<u>Block</u>	<u>Lot</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Expiration Date on AH Agreement/Deed</u>	<u>30 year Date</u>	<u>Disclosure on File</u>
200 Arbor Way	Branchburg	NJ	08876	3BR	Low	17.15	2.01	1992, December 17	\$59,950.00	2022, Dec 17	2022, Dec 17	✓
202 Arbor Way	Branchburg	NJ	08876	3BR	Low	17.15	2.02	1992, October 30	\$59,950.00	2022, Oct 30	2022, Oct 30	✓
204 Arbor Way	Branchburg	NJ	08876	3BR	Moderate	17.15	2.03	1992, October 30	\$79,950.00	2022, Oct 30	2022, Oct 30	✓
206 Arbor Way	Branchburg	NJ	08876	3BR	Moderate	17.15	2.04	2001, October 18	\$124,364.27	2022, Sep 25	2031, Oct 18	✓
208 Arbor Way	Branchburg	NJ	08876	3BR	Low	17.15	2.05	2000, July 26	\$85,000.00	2022, Jul 21	2030, Jul 26	✓
210 Arbor Way	Branchburg	NJ	08876	1BR	Low	17.15	2.06	2018, February 28	\$83,387.00	2048, Feb 28	2048, Feb 28	✓
212 Arbor Way	Branchburg	NJ	08876	1BR	Low	17.15	2.07	2017, September 28	\$80,675.00	2047, Sep 28	2047, Sep 28	✓
214 Arbor Way	Branchburg	NJ	08876	1BR	Moderate	17.15	2.08	2010, March 12	\$110,500.00	2040, Mar 12	2040, Mar 12	✓
216 Arbor Way	Branchburg	NJ	08876	1BR	Moderate	17.15	2.09	1992, October 29	\$59,950.00	2022, Oct 26	2022, Oct 29	✓
218 Arbor Way	Branchburg	NJ	08876	1BR	Low	17.15	2.10	2006, November 29	\$75,344.00	2036, Nov 27	2036, Nov 27	✓
220 Arbor Way	Branchburg	NJ	08876	2BR	Low	17.15	2.11	2018, April 06	\$108,000.00	2048, Apr 06	2048, Apr 06	✓
222 Arbor Way	Branchburg	NJ	08876	2BR	Low	17.15	2.12	2010, April 16	\$100,000.00	2040, Apr 16	2040, Apr 16	✓
224 Arbor Way	Branchburg	NJ	08876	2BR	Low	17.15	2.13	2011, August 18	\$100,982.00	2041, Aug 18	2041, Aug 18	✓
226 Arbor Way	Branchburg	NJ	08876	2BR	Low	17.15	2.14	1992, September 22	\$49,950.00	2022, Sep 22	2022, Sep 22	✓
228 Arbor Way	Branchburg	NJ	08876	2BR	Low	17.15	2.15	2001, July 30	\$77,698.50	2022, Oct 14	2031, Jul 30	✓
230 Arbor Way	Branchburg	NJ	08876	2BR	Moderate	17.15	2.16	1992, September 28	\$69,950.00	2022, Sep 25	2022, Sep 25	✓
232 Arbor Way	Branchburg	NJ	08876	2BR	Moderate	17.15	2.17	2004, July 02	\$114,338.00	2034, Jul 02	2034, Jul 02	✓
234 Arbor Way	Branchburg	NJ	08876	2BR	Moderate	17.15	2.18	2001, October 05	\$100,000.00	2022, Sep 30	2031, Oct 05	✓
236 Arbor Way	Branchburg	NJ	08876	2BR	Moderate	17.15	2.19	1992, September 25	\$69,950.00	2022, Sep 25	2022, Sep 25	✓
238 Arbor Way	Branchburg	NJ	08876	2BR	Moderate	17.15	2.20	2019, February 28	\$134,000.00	2049, Feb 28	2038, May 17	✓
300 Azalea Terrace	Branchburg	NJ	08876	3BR	Low	17.15	3.01	2003, December 31	\$98,737.00	2033, Dec 30	2033, Dec 30	✓
302 Azalea Terrace	Branchburg	NJ	08876	3BR	Low	17.15	3.02	2004, September 03	\$95,282.00	2034, Sep 03	2034, Sep 03	✓
304 Azalea Terrace	Branchburg	NJ	08876	3BR	Moderate	17.15	3.03	1993, February 17	\$79,950.00	2023, Feb 17	2023, Feb 17	✓
306 Azalea Terrace	Branchburg	NJ	08876	3BR	Moderate	17.15	3.04	2000, December 14	\$113,000.00	2023, Feb 12	2030, Dec 14	✓
308 Azalea Terrace	Branchburg	NJ	08876	3BR	Moderate	17.15	3.05	1993, February 19	\$79,950.00	2023, Feb 19	2023, Feb 19	✓
310 Azalea Terrace	Branchburg	NJ	08876	1BR	Low	17.15	3.06	2013, February 26	\$87,995.00	2043, Feb 26	2043, Oct 20	✓
312 Azalea Terrace	Branchburg	NJ	08876	1BR	Moderate	17.15	3.07	2015, October 05	\$117,071.00	2045, Oct 05	2045, Oct 05	✓
314 Azalea Terrace	Branchburg	NJ	08876	1BR	Moderate	17.15	3.08	2015, July 28	\$131,214.00	2045, Jul 31	2045, Jul 31	✓
316 Azalea Terrace	Branchburg	NJ	08876	1BR	Low	17.15	3.09	2005, November 17	\$64,528.00	2035, Nov 17	2035, Nov 17	✓
318 Azalea Terrace	Branchburg	NJ	08876	1BR	Moderate	17.15	3.10	2016, November 28	\$120,985.00	2046, Nov 28	2046, Nov 28	✓
320 Azalea Terrace	Branchburg	NJ	08876	2BR	Low	17.15	3.11	2015, July 20	\$86,872.00	2045, Jul 20	2045, Jul 20	✓
322 Azalea Terrace	Branchburg	NJ	08876	2BR	Low	17.15	3.12	2010, March 03	\$92,000.00	2040, Mar 03	2040, Mar 03	✓
324 Azalea Terrace	Branchburg	NJ	08876	2BR	Low	17.15	3.13	1993, February 26	\$49,950.00	2023, Feb 26	2023, Feb 26	✓
326 Azalea Terrace	Branchburg	NJ	08876	2BR	Low	17.15	3.14	2011, June 21	\$94,631.00	2041, Jun 21	2041, Jun 21	✓
328 Azalea Terrace	Branchburg	NJ	08876	2BR	Low	17.15	3.15	1996, July 15	\$61,400.00	2022, Sep 16	2026, Sep 06	✓
330 Azalea Terrace	Branchburg	NJ	08876	2BR	Moderate	17.15	3.16	2015, December 22	\$142,166.00	2045, Dec 22	2045, Dec 22	✓
332 Azalea Terrace	Branchburg	NJ	08876	2BR	Moderate	17.15	3.17	2017, March 28	\$136,140.00	2047, Mar 29	2027, Mar 29	✓
334 Azalea Terrace	Branchburg	NJ	08876	2BR	Moderate	17.15	3.18	2016, April 07	\$147,000.00	2046, Apr 07	2046, Apr 07	✓
336 Azalea Terrace	Branchburg	NJ	08876	2BR	Moderate	17.15	3.19	2000, April 18	\$89,000.00	2021, Oct 30	2030, Apr 18	✓
338 Azalea Terrace	Branchburg	NJ	08876	2BR	Moderate	17.15	3.20	1993, July 29	\$69,950.00	2023, Jul 29	2023, Jul 29	✓

7.B. Summit Green/Midland Supportive/Special Needs

Memorandum of Understanding and Agreement between

Midland Adult Services, Inc.

And

Premier Development

Section 1 – Background

Midland Adult Services, Inc. (“SP”) with its corporate offices located at 94 Readington Road, North Branch, NJ 08876 agrees on this ____ day of _____ 2020 to (as defined by section 2) be the service provider of record for (number) of apartments located at (address), Branchburg, NJ 08876 (“Property”) to individuals identified as residents by the Division of Developmental Disabilities (“Residents”) and SP. Premier Development (“Owner”) with its corporate offices located at 929 Route 202, Raritan, NJ 08869 agrees on this ____ day of _____ 2020 to (as defined by Section 3) be the owner of the Property.

Whereas, the sole purpose of this Memorandum of Understanding (“MOU”) is to encourage complete cooperation between the SP and the Owner and to further detail the separate and distinct roles and responsibilities of each party.

Whereas, the Owner will build the Property and make the Property available (number of units, first floor, bedroom configurations, bathrooms per unit) with ADA accessible features that meet the requirements of the Department of Human Services Inspector.

Whereas, the SP agrees to provide supportive services to the Residents and will ensure that it meet all criteria for licensing and best practices to help ensure success to the Residents.

Whereas, the Owner and SP will mutually agree upon a schedule for when the completed units will be available for rental. The SP agrees to work with the Township of Branchburg, NJ to secure affordable housing vouchers for each unit identified for residency with the support and cooperation of the owner, as needed.

Whereas, the parties agree to work cooperatively as a team to meet the needs of the Residents and understand the critical level of communication that is needed to make the renovations to the Property successful.

Now therefore, the following represents the understanding of the two parties regarding their respective roles and responsibilities and parties agree, therefore, that it is in the best interest of all concerned to enter into this MOU.

Section 2 –Description of Services from the SP

- I. Scope of service: In accordance with their existing agreement, the SP will be responsible for coordinating the delivery of services for the Residents.
 - a. The SP will ensure that the Property meets and complies with all applicable New Jersey State regulations relating to licensure, specifically in accordance with NJAC 10:44A; Standards for Licensed Community Residences for the Developmentally Disabled.

- b. The SP is responsible through the Division for ensuring that the Property will be well suited for the Residents' needs and desires.
- c. The SP agrees to use the Property for its intended purpose of provision of housing and supports for low income, disabled residents. Consistent with the SP's mission, this program will provide housing and supports to (number) adults with intellectual and developmental disabilities.

Section 3 –Description of the Roles and Responsibilities of the Owner

- I. The Owner will be responsible for the development and maintenance of the Property and its grounds.
 - a. The SP will identify and secure project based, low income housing vouchers with the Township of Branchburg that will be used at its sole discretion of the SP to support its residents. The owner agrees to cooperate in this effort, as needed.

Section 4 – General Terms

- I. This agreement is dependent upon the completion of construction of the Property. If, for any reason, the housing development is not completed, the SP will be responsible for meeting the obligations of this Agreement.
- II. This agreement is effective as of the last date recorded on the signature page of this Agreement between the parties with the same terms and conditions unless amended by the parties of terminated section as outlined below. Such termination occurs in the event the Owner completes construction of the property and the agreed upon number of apartment leases are fully executed through the SP. Doing so will release the Owner from any further obligations, thereby terminating this Agreement.
- III. It is further understood that all services provided by the SP to the Residents are to be provided at no cost to the Owner and that these services are an extension of the SP mission to empower those with developmental disabilities to lead more empowered lives.
- IV. The SP and Owner agree that by virtue of entering into this agreement they will have access to certain confidential information regarding the other party's operations related to the development of the Property. The SP and Owner agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a breach of this Agreement. Where appropriate, resident releases will be secured before confidential client information is exchanged. Confidential information will be handled with the utmost discretion and judgement.
- V. This Agreement may be amended only in writing and authorized by the designated representatives of the parties.

Signed _____ Date: _____
Shawn McInerney, President and CEO

Midland Adult Services, Service Provider

Signed _____ Date: _____

Jeffrey Hiller

Summit Developers, LLC, Member

DRAFT

Summit Green

Branchburg Township

Estimated Schedule

<u>ORIGINAL</u>	<u>REVISED 6-25-20</u>	
March 2020	<i>COMPLETE</i>	Submit Planning Board Application
April 2020	July 2020	Application deemed complete by Branchburg Twp *
May 2020	August 2020	Planning Board hearing
June 2020	September 2020	Resolution of Approval - Planning Board
July 2020	July 2020	Township to draft redevelopers agreement
October 2020	December 2020	Submit revised site plans to satisfy conditions of approval
December 2020	Feb 2021	Submit outside agency approvals
Feb 2021	April 2021	Submit DEP permits
March 2021	May 2021	Demolish existing structures on site
April 2021	June 2021	Begin site work
October 2021	November 2021	Begin first multifamily building
October 2022	November 2022	First occupancy in multifamily building
February 2023	Feb 2023	Complete Clubhouse
October 2024	October 2024	Complete last multifamily building

7.C. Genesis 100% Municipally Sponsored Development



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2021 Jul 29 02:20 PM
BK: 7367 PGS: 1991-2007
Instrument # 2021046081
Doc Type: TWP AGTDEED
Fee: \$11.00

(Official Use Only)

DATE OF DOCUMENT: JULY 9, 2021	TYPE OF DOCUMENT: <small>DEVELOPMENT AND AFFORDABLE HOUSING AGREEMENT</small>
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) TOWNSHIP OF BRANCHBURG	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) GENESIS CAPITAL INVESTMENTS, LLC / ANKIT PATEL
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

<p>DO NOT REMOVE THIS PAGE</p> <p>THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD</p> <p>RETAIN THIS PAGE FOR FUTURE REFERENCE</p>

**Development And Affordable Housing Agreement
Block 7, Lot 3, Branchburg, Somerset County, New Jersey**

This Development and Affordable Housing Agreement ("Agreement") is made on July 9th, 2021, between the Township of Branchburg, a Municipal Corporation of the State of New Jersey, located at 1077 U.S. Highway Route 202 North, Branchburg, New Jersey 08876 ("Township") and Genesis Capital Investments, LLC, a Limited Liability Company of the State of New Jersey, located at 7 Yohn Drive, Bridgewater, New Jersey 08807 and Ankit Patel located at 7 Yohn Drive, Bridgewater, New Jersey 08807 (collectively "Developer").

Whereas, Application under Case No. 2010-007 was filed with the Township of Branchburg Board of Adjustment ("Board") by Robert Henderson ("Henderson") for the property identified on the Branchburg Tax Map as Block 7, Lot 3, and commonly known as 1100-1104 Route 28, Branchburg, New Jersey ("Property"); and

Whereas, the Property at the time contained two (2) historic single family residences and a various accessory structures; and

Whereas, Henderson proposed to demolish one (1) of the historic single family residences and all accessory structures on the Property and construct two (2) multi family buildings with a 16 affordable housing units; and

Whereas, the Application was denied by the Board by way of Resolution adopted on October 20, 2010; and

Whereas, Henderson filed a Complaint in Lieu of Prerogative Writs with the Somerset County Superior Court challenging the Board's denial of the Application; and

Whereas, Henderson and the Board eventually reached a settlement wherein the parties agreed the two (2) historic single family residences on the Property would be preserved in accordance with Branchburg Historic Commission recommendations and approvals, the accessory structures would be demolished and a three (3) story multi family building with 9 affordable housing units would be constructed at the rear of the Property; and

Whereas, following the settlement between the parties, Henderson filed another Application under Case No.: 2010-07 for use and density variance relief to permit the construction of a three (3) story multi family building with 9 affordable housing units at the rear of the Property, preservation of the two (2) historic single family residences on the Property in accordance with Branchburg Historic Commission recommendations and demolition of the accessory structures on the Property; and

Whereas, the Application was approved by the Board by way of Resolution adopted on May 16, 2012; and

Whereas, the May 16, 2012 Board Resolution contained various conditions including the filing by Henderson, within one year of the date of the Resolution, a complete subdivision and site plan substantially in accordance with the Concept Variance Plan presented to the Board at the Whispering Woods hearing; and

Whereas, the one year date set forth in the May 16, 2012 Board Resolution was extended in accordance with the Permit Extension Act and Resolutions adopted by the Board; and

Whereas, Ankit Patel is the now the current owner of the Property; and

Whereas, Genesis Capital Investments, LLC, is to be the designated developer of the project on the Property; and

Whereas, Township and Developer now wish to enter into this Agreement for the development of the Property and the construction, management, maintenance and rental of the affordable housing units.

Now, Therefore, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Recitals. The recitals set forth above of are hereby incorporated into this Agreement.
2. Development Application. Developer shall file a complete subdivision and site plan application with the Board, with all required checklist documents, consistent with the Concept Variance Plan presented to the Board at the Whispering Woods hearing and the May 16, 2012 Board Resolution, for the construction of a three (3) story multi family building with 9 affordable housing units at the rear of the Property, preservation of the two (2) historic single family residences on the Property in accordance with Branchburg Historic Commission recommendations and demolition of the accessory structures on the Property together with all related improvements ("Project"). Developer shall diligently pursue obtaining approval of said application as well as any other required permits and approvals for the Project.
3. Development of Project. Developer shall development the Project in accordance with the approved plans and specifications, ordinances of the Township and Resolutions of the Board in a manner satisfactory to the Township Engineer. All work shall be performed in full compliance with applicable federal, state and local statutes, rules, regulations, codes and ordinances. Developer shall be responsible for securing any and all required permits and approvals and payment of all required fees, escrows and guarantees.
4. Development Provisions. Developer hereby agrees to comply with the following: (a) develop the Property in accordance with the Land Development and other applicable Ordinances of the

Township, approved plans and Resolutions of the Board; (b) construct all utilities underground; (c) perform road excavation and grading operations under the supervision of a licensed professional engineer so that rainfall run-off will not create problems or erosion flooding or the deposit of mud and debris on abutting properties with said engineer advising the Township Engineer of the measures to be taken to accomplish same; (d) plug at the start of construction connections to existing sanitary sewers which shall not be opened until the line has passed a leakage test and has been inspected and approved by the Township Engineer; (e) comply with any and all other federal, state, county and municipal statutes, rules, regulations, codes and ordinances and obtain all necessary approvals and permits from all government agencies, boards or bodies having jurisdiction over the Project; (f) implement a Soil Erosion and Sediment Control Plan prior to the commencement of site construction; (g) prior to site disturbance have a pre-construction meeting with the Township Engineer and submit an Affidavit of Compliance demonstrating compliance with all conditions of approval and possession of all necessary governmental approvals; (h) comply with all reports, directives and requirements of the Township Engineer, Planner, Zoning Officer, Construction Official, Health Officer, Environmental Commission, Fire Marshal and Board Consultants accept as modified by the Board; (i) pay all sewer and water connection fees; (j) obtain any permits or approvals required from Somerset Union Soil Conservation District and New Jersey Department of Environmental Protection; (k) coordinate the sequence of construction of all improvements with the Township Engineer; (l) plant all trees in accordance with the approved plans and as directed by the Township Engineer and provide an in lieu of contribution if applicable; and (m) remove from the Property all stumps, dead trees or debris related to or resulting from the construction.

5. Drainage and Grading. Developer hereby agrees to comply with the following drainage and grading provisions: (a) all springs with water emanating therefrom shall be piped to the nearest available storm sewer in a manner approved by the Township Engineer; (b) all areas shall be properly graded and drained and Developer will comply with all directives of the Township Engineer relating thereto to assure compliance with the grading and drainage provisions approved by the Board; (c) in the event any stormwater runoff or drainage problem is created on adjoining properties by the development of the Property, Developer shall undertake corrective measures as directed by the Township Engineer to alleviate the issue; and (d) prior to construction, Developer and the Township Engineer shall examine the Township's storm sewers that may be affected by the construction in order to determine whether there is any additional soil or debris to be removed after the completion of construction and Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris during the course of construction.

6. Stormwater Facilities Maintenance. The property owner shall enter into a Stormwater Facilities Maintenance Agreement with the Township in a form approved by the Township Attorney which shall be recorded with the Somerset County Clerk. The property owner shall be responsible for the construction, inspection, maintenance, repair and replacement of all

stormwater management, storm sewers, stormwater basins and drainage facilities on the Property and the record keeping and reporting associated therewith in accordance with all federal, state and local statutes, rules, regulations, codes and ordinances as well as the approved plans for the Project and all guidelines and regulations of the New Jersey Department of Environmental Protection. The Stormwater Facilities Maintenance Agreement shall provide the Township with rights of access to the Property for inspection and mechanisms for enforcement of property owner obligations. Prior to the issuance of any Certificates of Occupancy, Developer shall provide the Township Engineer with final as built plans for all stormwater facilities and site improvements.

7. Sanitary Sewer Improvements. Developer shall be responsible for the construction of all on or off site sanitary sewer improvements as may be required to accommodate the Project. Developer agrees to pay directly to Township and Somerset Raritan Valley Sewerage Authority all applicable sewer connection fees related to the Project. The sewer connection fees shall be paid in full concurrent with the issuance of each building permit. Township shall not issue any building permits until said sewer connection fees are paid in full by Developer.

Developer shall be responsible for the construction, inspection, maintenance, repair and replacement of all sanitary sewer improvements located on the Property as depicted on the approved plans. Developer hereby grants Township access to the Property for the purpose of inspection of the sanitary sewer improvements. Such inspection shall be at times deemed appropriate by Township and may be conducted without prior notification to Developer. In the event Township determines the sanitary sewer improvements are in need of maintenance, repair or replacement, Township shall provide written notice of such to Developer. Developer shall perform the maintenance, repairs and replacement as identified by Township within the time frame set forth by the Township Engineer. In the event Developer fails to do so, Township may enter the Property and perform the necessary maintenance, repairs and replacement and Developer shall be liable and agrees to reimburse Township for all costs and expenses associated therewith. Such costs and expenses shall be due and payable by Developer to Township within thirty (30) days of Township's request for reimbursement and shall be a lien upon the Property and payable as any other taxes pertaining to the Property.

8. Construction Observation. Developer shall not undertake any construction work without prior authorization from the Township Engineer. A representative of the Township Engineer shall be present for the construction of the site work. Forty-Eight (48) hours notice shall be provided for all site observations. Site observation is required for all work including, but not limited to: (a) utility trench installation and backfill; (b) curb forms and pouring; (c) subbase installation and proof-roll; (d) paving; (e) underground stormwater management facilities; and (f) final grading, landscaping, seeding, and mulching.

9. Maintenance of Property. During the course of construction and until the time of final acceptance of the Project, Developer shall: (1) keep the Property reasonably free of dirt, stone,

mud and other debris, and use every effort to prevent dust from blowing on any neighboring properties in the Township; (2) keep all highways, streets and roadways used by trucks or equipment of Developer or its agents reasonably clean; and (3) maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. Final acceptance of the Project for the purpose of this provision is deemed to be the date upon which the Project is accepted by the Township and the final maintenance guarantees for same are posted with the Township.

10. Township Observation, Access and Inspections. The Township and its employees, representatives, agents and consultants shall be given free access to the Property to observe the construction of the Project. The Developer shall nonetheless be solely responsible for the construction of the Project, management and safety of the work site and compliance with all applicable federal, state and local statutes, rules, regulations, codes and ordinances.

11. Withholding Permits/Certificates of Occupancy. Developer understands and agrees that in the event of any violation of the terms of this Agreement, the Township may, in its discretion, withhold the issuance of any further building permits and/or certificates of occupancy for each phase of construction until the violation has been corrected or issue appropriate stop work orders.

12. Performance Guarantee. Prior to the issuance of construction permits, Developer shall provide the Township with a performance guarantee in the amount determined by the Township Engineer in accordance with Township Ordinances and the Municipal Land Use Law ("Performance Guarantee"). The Performance Guarantee shall be comprised of: (a) letter of credit, surety bond or certified check; and (b) a cash deposit constituting ten (10%) percent of the Performance Guarantee. The letter of credit or surety bond must be in a form acceptable to the Township Attorney and remain in effect until the improvements are accepted by the Township. The surety must be licensed by the State of New Jersey, financially solvent and in good standing. Developer agrees notice of default issued by the Township Engineer shall be conclusive if not cured by Developer to the satisfaction of the Township Engineer within thirty (30) days. Upon default, the Township may utilize the cash portion to cure the default and make claim under the posted Performance Guarantee. The Performance Guarantee may be released by the Township in accordance with N.J.S.A. 40:55D-53 of the Municipal Land Use Law ("MLUL") and the posting and acceptance of a maintenance bond in a form approved by the Township Attorney and in an amount determined by the Township Engineer. All taxes, assessments, escrows and fees for the Property and Project must be paid prior to the release of the Performance Guarantee.

13. Inspection, Professional and Other Fees. Prior to the issuance of construction permits, Developer shall provide the Township with a cash deposit in an amount determined by the Township Engineer for inspection, professional and other fees associated with Project including those associated with this Agreement and any other agreements with the Township. Developer agrees that all inspection, professional and other fees incurred by the Township in reference to the Project including those associated with this Agreement and any other agreements with the

Township shall be paid out of the posted escrow. Developer shall make additional cash deposits as may be required by the Township Engineer and shall pay any balance due and owing within thirty (30) days. Upon completion and acceptance of the Project by the Township, any cash balance remaining shall be returned to Developer.

14. Assignment/Sale of Property. In the event the Property and plans are sold or otherwise conveyed by Developer prior to the installation of all improvements, Developer and the subsequent qualified developer must execute an Assignment and Assumption Agreement, in writing, and in a form which is acceptable to the Township Attorney, with regard to conditions, covenants and agreements contained in this Agreement, providing that Developer shall remain primarily liable for all the obligations created in this Agreement, until the subsequent developer assumes same and Developer is released. In addition, a new Performance Guarantee must be submitted to the Township by the subsequent developer for work not yet done, and it shall be reviewed by the Township Attorney as to form and content, prior to acceptance of the new Performance Guarantee. Upon such acceptance of the subsequent developer's Performance Guarantee, Township shall release Developer's Performance Guarantee.

15. Completion of Improvements. All improvements contemplated in this Agreement and in the Board Resolution shall be performed and completed to the satisfaction of the Township Engineer and Construction Code Official within a period of three (3) years from the date of this Agreement, or such additional periods of time as may be granted by the Township. In the event of an extension, the Township may annually review the amount of the Performance Guarantee with regard to its sufficiency to ensure faithful completion of remaining required improvements and if found insufficient, may require Developer to increase the amount of the Performance Guarantee. In the event the aforesaid improvements are not completed within that period, or the time period as extended hereunder, the Township reserves the right to not issue any certificates of occupancy or building permits for the Property and Developer hereby authorizes the Township to utilize so much of the Performance Guarantee deposited herewith to complete all of the said improvements in accordance with the applicable ordinances, rules, regulations, standards and specifications of the Township. In the event the cost of completing said improvements exceeds the amount deposited herewith, Developer shall be liable to the Township for any such excess and its obligations under the within Agreement shall continue in full force and effect until full payment is made. The issuance of a certificate of occupancy by the Township within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.

16. Maintenance Guarantee. Upon completion of the construction of the improvements and prior to the release of the Performance Guarantee, Developer shall post a maintenance guarantee with the Township in a form approved by the Township Attorney and in the amount determined by the Township Engineer in accordance with Township Ordinances and the Municipal Land Use Law. For a period of two (2) years after the acceptance of the improvements by the Township, Developer agrees to maintain the site improvements covered by the maintenance guarantee.

Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Township.

17. Release of Plans. Any payments of fees and posting of bonds or other performance guarantee required to be performed by Developer in this Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the plans for release to Developer for issuance of building permits.

18. Affordable Housing Units. The Project shall contain 9 deed restricted affordable housing rental units governed by the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations, ordinances or orders (collectively referred to as "Affordable Housing Regulations"). The affordable housing rental units shall consist of 1 - one bedroom/one bathroom low income unit, 4 - two bedroom/two bathroom low income units, 2 - two bedroom/two bathroom moderate income units, and 2 - three bedroom/two bathroom moderate income units. Occupancy of the units shall be restricted to low and moderate income households in accordance with the Affordable Housing Regulations. The units shall meet the accessibility, adaptability and Barrier Free Subcode requirements of the Affordable Housing Regulations.

Developer shall provide the Township Planner with a compliance plan addressing the foregoing requirements. The issuance of building permits for the Project shall be subject to the Township Planner's review and approval of the compliance plan.

Developer shall comply with the following requirements pertaining to the affordable housing rental units: (a) market, administer, rent and monitor the affordable housing rental units in accordance with the Affordable Housing Regulations; (b) provide the Township with an Operating Manual and Affirmative Marketing Plan that meets the requirements of the Affordable Housing Regulations; (c) provide and record Deed Restrictions covering the affordable housing rental units in the form attached hereto and incorporated herein as **Exhibit A** prior to the issuance of any Certificates of Occupancy for the Project which Deed Restriction shall commence upon the date the unit is occupied by a qualified income household as certified by the Township's Administrative Agent in accordance with the Affordable Housing Regulations and remain in effect for a period of at least thirty (30) years and until the Township elects to release the affordable housing rental unit; (d) use the Township's designated Administrative Agent for the marketing, administration, rental and monitoring of the affordable housing rental units and pay all fees and costs associated therewith; (e) provide the Township's designated Administrative Agent with all documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units and pay all fees and costs associated therewith; (f) limit the amount of rent collected for the affordable housing rental units as set and

determined by the Township's Administrative Agent; (g) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (h) ensure all the affordable housing rental units are occupied by qualified income households in accordance with the Affordable Housing Regulations.

19. Township Affordable Housing Contribution. Township agrees to pay Developer \$225,000 upon completion of the Project, recording of the Affordable Housing Deed Restrictions and occupancy of the nine (9) affordable housing rental units by qualified applicants approved by the Township Administrative Agent.

20. Record Drawings. Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by Developer on the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Township standards and shall be both in hard copy and on disc. If applicable, a final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.

21. Developer Conveyances. Developer shall provide the Township with all required dedications, easements and rights of way indicated on the plans or as required by the Board or Township Ordinance. Said dedications, easements or rights of way shall be in a form approved by the Township Attorney and contain all required documentation for filing with the Somerset County Clerk. Developer shall be responsible for all costs incurred by Township pertaining to the preparation, review and recording of said dedications, easements and rights of way.

22. Compliance with Applicable Laws and Indemnification. Developer shall comply with all federal, state and local statutes, rules, regulations, codes and ordinances. Failure to comply shall be deemed a breach of this Agreement. Developer agrees to indemnify, defend and hold harmless the Township, its officials, officers, agents, servants, representatives, and employees, from and against, any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from Developer's negligence, willful misconduct or failure to perform its obligations under this Agreement. Developer agrees to pay and reimburse the Township for any and all costs and expenses, including, but not limited to, attorney's fees, court costs and expert witness fees.

23. Recording of this Agreement. The Township Attorney may record this Agreement in the Somerset County Clerk's Office. All recording costs shall be borne by Developer. The recording of this Agreement may not be released, discharged or modified without the express written consent of the Township.

24. Severability. If any terms or conditions of this Agreement are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

25. Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey. All claims arising out of this Agreement, the development of the Property or the management and administration of the affordable housing rentals unit shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

26. Notices. All notices to the parties shall be in writing to the addresses set forth herein or as otherwise designated by the parties in writing.

27. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If Developer transfers title to the Property or affordable housing rental units, the new owner shall assume all the rights and obligations set forth in this Agreement and the term "Developer" as used in this Agreement shall refer to such new owner as well.

28. Insurance Coverage. Developer shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence. The policy shall name the Township, its officials, officers, agents, servants, representatives and employees as additional insured and cover the indemnification, defense and hold harmless requirements set forth in this Agreement. A Certificate of Insurance evidencing the foregoing coverage shall be provided to the Township before work on the improvements begins.


29. Voluntary Agreement. Developer represents that it has voluntarily entered this Agreement and it has not been executed under duress or coercion imposed by the Township or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer covenants and agrees that it will not bring any action against the Township with respect to the obligations assumed by Developer under this Agreement which have been mutually negotiated between the parties.

30. Non-Reliance. Developer acknowledges it has not relied upon any cost estimates or opinions furnished by the Township, including the Township Engineer or Consulting Engineer(s), if applicable, and Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Agreement.

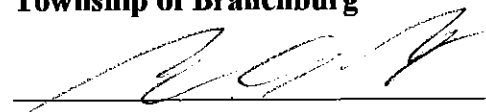
31. Authorized Signatures. The individuals executing this Agreement represent they have full authority to do so on behalf of their respective entities and do so freely and voluntarily for the purposes herein expressed.

In Witness Whereof, the parties hereby execute this Development and Affordable Housing Agreement for the purposes herein expressed to be effective the day and year first written above.

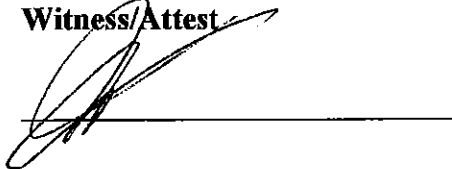
Witness/Attest


Marguerite Schmitt, Clerk

Township of Branchburg


Brendon Beatrice, Mayor

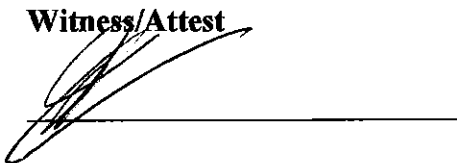
Witness/Attest



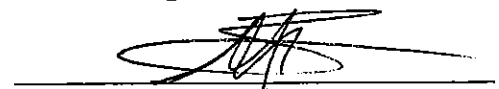
Ankit Patel


Ankit Patel, Property Owner

Witness/Attest



Genesis Capital Investments, LLC


Gowtham Reddy, Managing Member

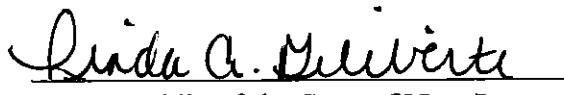
Township of Branchburg Acknowledgement

STATE OF NEW JERSEY:

SS.:

COUNTY OF SOMERSET:

I certify that on July 26, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of Branchburg; (b) this person is the attesting witness to the signing of this Development and Affordable Housing Agreement by the Mayor of the Township of Branchburg; (c) this Development and Affordable Housing Agreement was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg for the purposes and consideration set forth herein; and (d) this person signed this proof to attest to the truth of these facts.


Notary Public of the State of New Jersey

Linda A Giliberti
NJ Notary # 50043594
Commission Expires: 08/09/2021

RESOLUTION

NO. 2021-156

ADOPTED: JULY 26, 2021

WHEREAS, Application under Case No. 2010-007 was filed with the Township of Branchburg Board of Adjustment ("Board") by Robert Henderson ("Henderson") for the property identified on the Branchburg Tax Map as Block 7, Lot 3, and commonly known as 1100-1104 Route 28, Branchburg, New Jersey ("Property"); and

WHEREAS, the Property at the time contained two (2) historic single family residences and a various accessory structures; and

WHEREAS, Henderson proposed to demolish one (1) of the historic single family residences and all accessory structures on the Property and construct two (2) multi family buildings with a 16 affordable housing units; and

WHEREAS, the Application was denied by the Board by way of Resolution adopted on October 20, 2010; and

WHEREAS, Henderson filed a Complaint in Lieu of Prerogative Writs with the Somerset County Superior Court challenging the Board's denial of the Application; and

WHEREAS, Henderson and the Board eventually reached a settlement wherein the parties agreed the two (2) historic single family residences on the Property would be preserved in accordance with Branchburg Historic Commission recommendations and approvals, the accessory structures would be demolished and a three (3) story multi family building with 9 affordable housing units would be constructed at the rear of the Property; and

WHEREAS, following the settlement between the parties, Henderson filed another Application under Case No.: 2010-07 for use and density variance relief to permit the construction of a three (3) story multi family building with 9 affordable housing units at the rear of the Property, preservation of the two (2) historic single family residences on the Property in accordance with Branchburg Historic Commission recommendations and demolition of the accessory structures on the Property; and

WHEREAS, the Application was approved by the Board by way of Resolution adopted on May 16, 2012; and

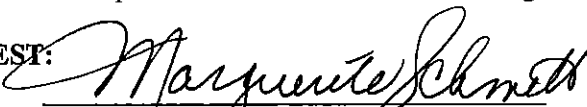
WHEREAS, Ankit Patel is the now the current owner of the Property; and

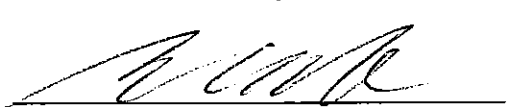
WHEREAS, Genesis Capital Investments, LLC, is the designated developer of the project on the Property; and

WHEREAS, Ankit Patel, Genesis Capital Investments, LLC, and the Township now wish to enter into a Development and Affordable Housing Agreement pertaining to the Property.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey, that (1) the Mayor and Clerk are authorized to execute a Development and Affordable Housing Agreement pertaining to the Property in a form approved by the Township Attorney; and (2) the Township Clerk is authorized to file said Agreement with the Somerset County Clerk.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Brendon Beatrice
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	✓			
COLUMBUS				✓
OWENS	✓			
SCHWORN	✓			
BEATRICE	✓			

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

**Unit Address, Block 7, Lot 3, (# Bedroom Very Low, Low or Moderate Income) List All
Affordable Units in Block and Lot
Township of Branchburg, Somerset County, New Jersey**

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY
WITH RESTRICTIONS ON RESALE**

**To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

This "Deed Restriction" entered into on _____, 2021, between the Township of Branchburg, a Municipal Corporation of the State of New Jersey, with an address at 1077 U.S. Highway 202 North, Branchburg, New Jersey 08876 ("Township") and Ankit Patel with an address at 7 Yohn Drive, Bridgewater, New Jersey 08807 ("Owner").

WITNESSETH

Article 1. Consideration

In consideration of payment in the amount of \$225,000, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on 9 residential rental units located at 1100-1104 Route 28, Block 7, Lot 3, in the Township of Branchburg, Somerset County, New Jersey, more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The 9 affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located at 1100-1104 Route 28, Block 7, Lot 3, in the Township of Branchburg, County of Somerset, State of New Jersey and shall be Deed Restricted as follows: Unit Address, Block # , Lot #, (# Bedroom Very Low, Low, Moderate Income); List All Affordable Units Within The Designated Block and Lot (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon the date on which the first certified household occupies the unit and shall expire as determined under the Uniform Controls as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release the unit from such requirements. Prior to such Township election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls") as may be amended.
- B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very low income households and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township's Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Administrative Agent.
- D. Owner shall notify the Township and its Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate, low and very low income housing.

- A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by Owner, or any successor in interest or other owner of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity including, but not limited to, forfeiture, foreclosure,

acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Brendon Beatrice, Mayor

Witness/Attest

Ankit Patel

Ankit Patel

Ankit Patel, LLC, Acknowledgment

STATE OF NEW JERSEY :
: SS.:
COUNTY OF SOMERSET :

I certify that on _____, 2021, Ankit Patel personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the owner of the property identified on the Branchburg Tax Maps as Block 7, Lot 3, and commonly known as 1100-1104 Route 28, Branchburg, New Jersey; (b) is fully authorized to execute and deliver this Deed Restriction as owner of the property; and (c) executed and delivered this Deed Restriction voluntarily for the purposes and consideration set forth herein.

Notary Public of the State of New Jersey

Township Of Branchburg Acknowledgment

STATE OF NEW JERSEY :
: SS.:
COUNTY OF SOMERSET :

I CERTIFY that on _____, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of Branchburg; (b) this person is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Branchburg; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

Ankit Patel Acknowledgement

STATE OF NEW JERSEY:

SS.:

COUNTY OF SOMERSET:

I certify that on July 9, 2021, Ankit Patel personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the owner of the property identified on the Branchburg Tax Maps as Block 7, Lot 3, and commonly known as 1100-1104 Route 28, Branchburg, New Jersey; (b) is fully authorized to execute and deliver this Development and Affordable Housing Agreement as owner of the property; and (c) executed and delivered this Development and Affordable Housing Agreement voluntarily for the purposes and consideration set forth herein.



Notary Public of the State of New Jersey

Genesis Capital Investments, LLC, Acknowledgement

STATE OF NEW JERSEY:

SS.:

COUNTY OF SOMERSET:

I certify that on July 9, 2021, Gowtham Reddy personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the managing member of Genesis Capital Investments, LLC; (b) is fully authorized to execute and deliver this Development and Affordable Housing Agreement on behalf of Genesis Capital Investments, LLC; and (c) executed and delivered this Development and Affordable Housing Agreement voluntarily for the purposes and consideration set forth herein.



Notary Public of the State of New Jersey

MARVIN R TONSUL
Notary Public - State of New Jersey
My Commission Expires Nov 27, 2022

Record and Return

Record & return to:
Marguerite Schmitt, Township Clerk
Township of Branchburg
1077 US Hwy. 202 North
Branchburg, NJ 08876

MARVIN R TONSUL
Notary Public - State of New Jersey
My Commission Expires Nov 27, 2022

7.D. Conifer/Triangle Site 100% Municipally Sponsored Development

RECORD& RETURN TO:

***Johanna Peña, Administrative Assistant III
NJ Housing and Mortgage Finance Agency
637 S. Clinton Avenue
Trenton, NJ 08611***

LIHTC #1804

Prepared By: _____

Johanna Peña

**DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY
(Leasehold)**

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of the _____ day of _____, 2020, shall run with the land and is granted by **Branchburg Urban Renewal Associates, LLC**, whose principal address is **20000 Horizon Way, Suite 180, Mount Laurel, NJ 08054**, and its successors and assigns (the "Landowner"), the owner and lessor of the real property more fully described on Attachment "A" attached hereto and incorporated herein and by the Owner of the Project, **Branchburg West Urban Renewal Associates, LLC**, whose principal address is **20000 Horizon Way, Mount Laurel, NJ 08054**, who is the lessee of the real property and owner of the improvements thereon, and its successors and assigns (the "Project Owner"), to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit Agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the **Reservation Letter** Carryover Agreement for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount not to exceed **\$951,694** to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The **two** building(s), which consist of a total of **50** residential rental units, of which **50** are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42 (g)(1) of the Code and regulations promulgated thereunder, the rental units in which will be rented or available for rental on a continuous basis to members of the general public, shall be known as **Red Rock Preserve II** (the "Project"). The Project is located at **975 Old York Road, Branchburg, NJ 08853**, Municipal Tax Map Block No. **74**, Lot No. **3, 3.01 and 3.02** in the County of **Somerset**, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.

- (2) ☐ If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.
- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is **100** percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5).
- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in **2021**.

- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, elected by the Project Owner is checked below.

☒ 40% at 60%

At least 40% of the residential units will be rent restricted and occupied by households whose income is 60% or less than the area median income. All tax credit-eligible units must be restricted to no more than 60% of the area median income adjusted for family size.

☐ 20% at 50%

At least 20% of the residential units will be rent restricted and occupied by households whose income is 50% or less than the area median income. All tax credit-eligible units must be restricted to no more than 50% of the area median income adjusted for family size.

☐ Average Income

The income of each unit will be designated at 20%, 30%, 40%, 50%, 60%, 70% or 80% of area median income and will be rent restricted and occupied by households whose incomes are less the designated income limitation. The average of all income designations shall not exceed 60% of area median income. Income designations are noted below and may not be amended without written approval from NJHMFA.

_____ units at 20% of AMI
 _____ units at 30% of AMI
 _____ units at 40% of AMI
 _____ units at 50% of AMI
 _____ units at 60% of AMI
 _____ units at 70% of AMI
 _____ units at 80% of AMI

The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

- (8) ☒ If this box is checked, the Project is also subject to the state set-aside, which is defined in the **2017** Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that **10** percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is **30** percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

- (9) ☐ If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the 20__ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must restrict at least 25 percent of the total project units for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs all services that are appropriate and accessible as needed by the tenants throughout the compliance period. One of the social services provided must be an onsite social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same terms set forth herein.
- (10) ☒ If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs all services that are appropriate and accessible as needed by the tenants throughout the compliance period. One of the social services provided must be an onsite social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period.”
- (11) ☒ If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units **three** appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the **2017** Qualified Allocation Plan, **OR** participate in the Services for Independent Living (SIL) program, as appropriate, and as selected by the Project Owner in its Application and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.
- (12) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.

- (13) **[X]** If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of **3** unit amenities and **2** project amenities and at least **1** community policing or public safety enhancement as defined in the **2017** Qualified Allocation Plan.
- (14) **[X]** If this box is checked, the Project Owner agrees to successfully participate in one of the following energy efficiency programs: Enterprise Green Communities; Leadership in Energy and Environmental Design (LEED); National Green Building Standard (NGBS); Climate Choice Homes Program/Energy Star Tier 3 Participation; Living Building Challenge; **OR** Passive House, as defined in the **2017** QAP through the end of the extended use period.
- (15) Pursuant to Section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (16) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.
- (17) Pursuant to Section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.
- (18) This Covenant shall constitute an agreement among the Agency, the Landowner and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (19) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (20) The Project Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.

- (21) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (22) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. The Landowner and the Project Owner expressly agree to enter into such amendments as may be necessary to maintain compliance under Section 42 of the Code.
- (23) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
- (24) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (25) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (26) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by Section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (27) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (28) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

Signatures: This Covenant is granted by the Landowner and the Project Owner whose duly authorized representatives' signatures appears below duly acknowledged and notarized.

WITNESS (IF INDIVIDUAL, LLC, OR LP)

LANDOWNER: BRANCHBURG URBAN
RENEWAL ASSOCIATES, LLC, a New Jersey limited
liability company

By: Conifer Realty, LLC, a New York limited
liability company and its sole member

By: _____
Charles M. Lewis
Senior Vice President

PROJECT OWNER: BRANCHBURG WEST URBAN
RENEWAL ASSOCIATES, LLC, a New Jersey limited
liability company

By: Branchburg West Managing
Member, LLC, a New York limited liability
company, its managing member

By: Conifer Realty, LLC, a New York
limited liability company and its sole member

By: _____
Charles M. Lewis
Senior Vice President

NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

WITNESS:

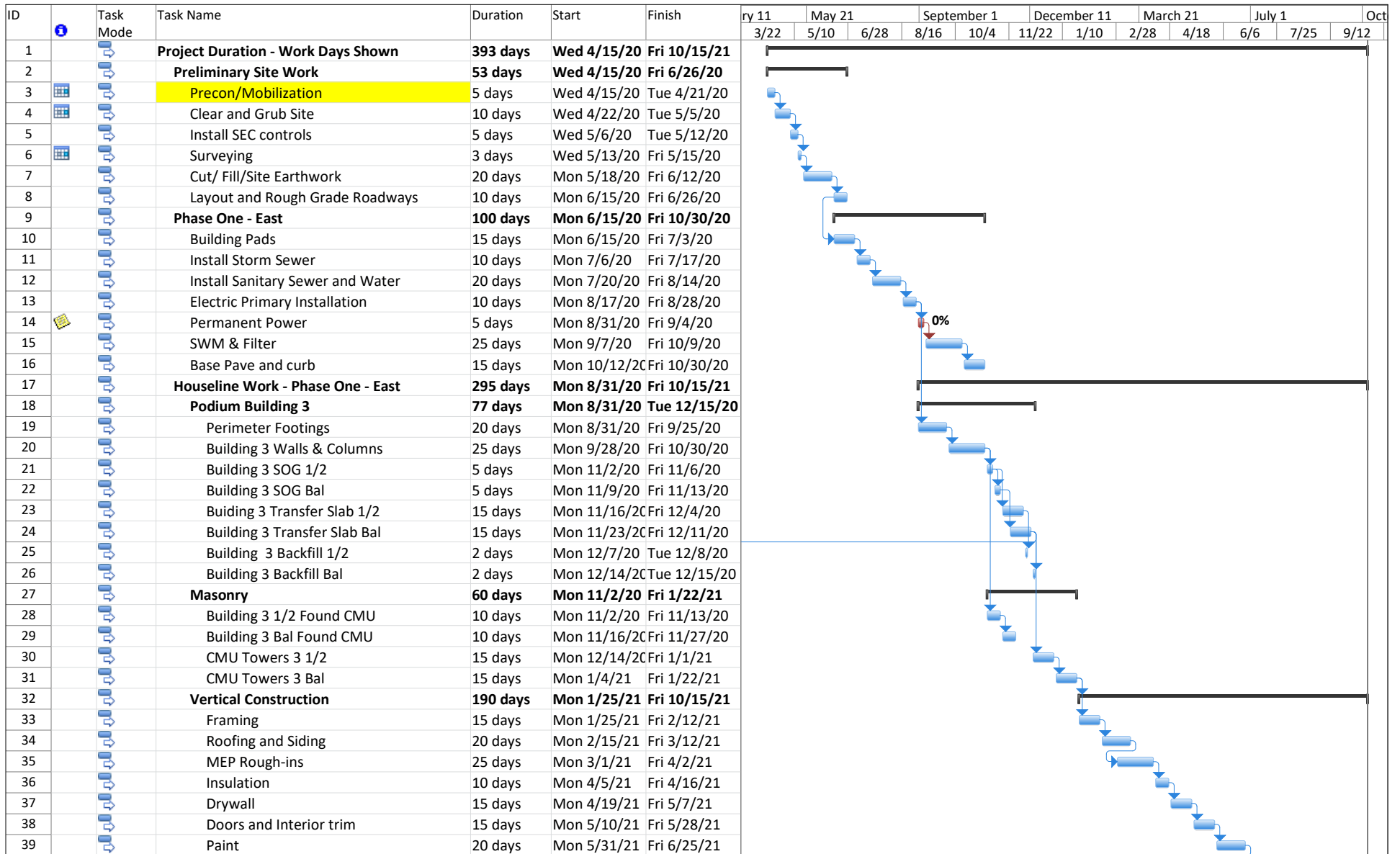
By: _____
Debra M. Urban
Chief of Programs

Date: _____

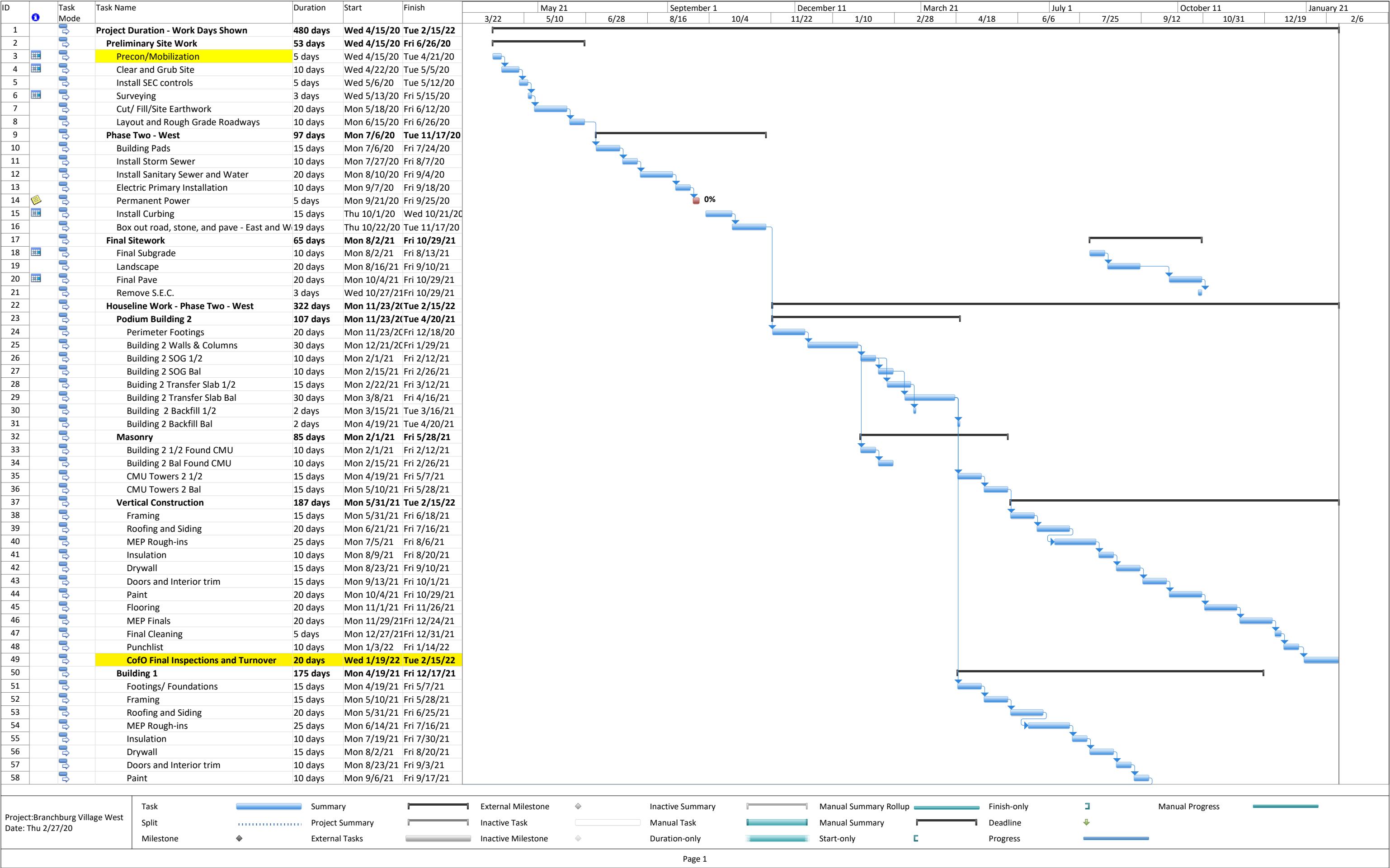
STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on _____, 2020, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Programs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

Notary Public of the State of New Jersey
My Commission Expires on _____

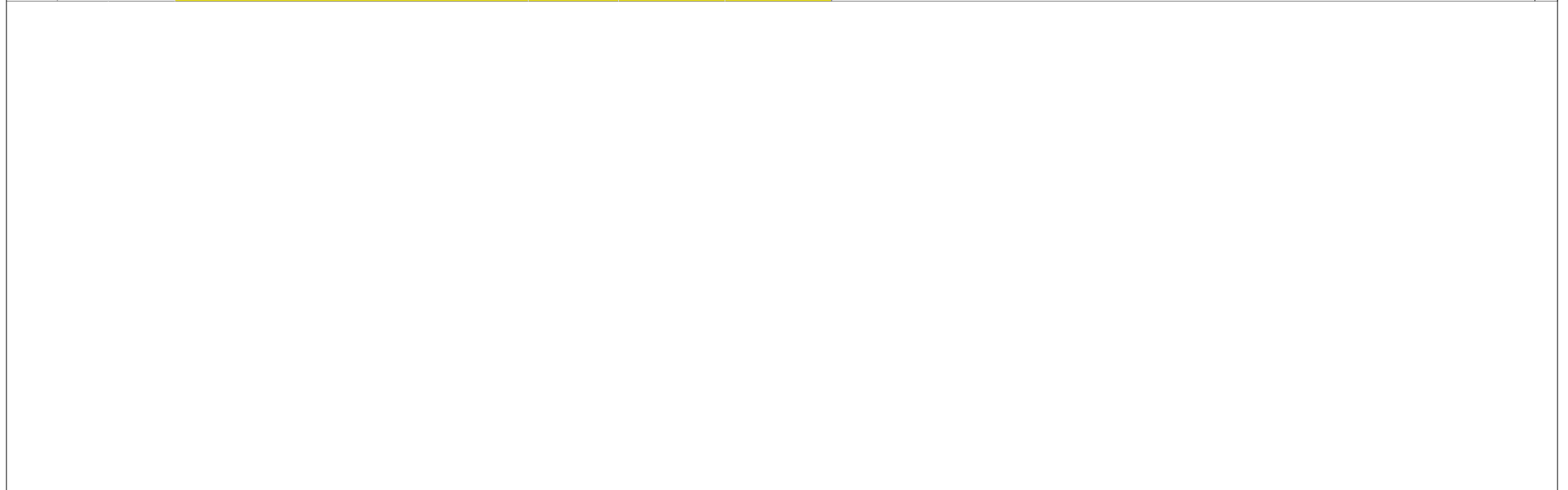


Project: Branchburg Village - East Date: Thu 2/27/20	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary		Manual Progress	
	Project Summary		Inactive Summary		Start-only			



Page 1

ID	Task Mode	Task Name	Duration	Start	Finish	ry 11	May 21		September 1		December 11		March 21		July 1		Oct
						3/22	5/10	6/28	8/16	10/4	11/22	1/10	2/28	4/18	6/6	7/25	9/12
40		Flooring	20 days	Mon 6/28/21	Fri 7/23/21												
41		MEP Finals	20 days	Mon 7/26/21	Fri 8/20/21												
42		Final Cleaning	10 days	Mon 8/23/21	Fri 9/3/21												
43		Punchlist	10 days	Mon 9/6/21	Fri 9/17/21												
44		CofO Final Inspections and Turnover	20 days	Mon 9/20/21	Fri 10/15/21												
45		Building 4	175 days	Mon 12/14/20	Fri 8/13/21												
46		Footings/ Foundations	15 days	Mon 12/14/20	Fri 1/1/21												
47		Framing	15 days	Mon 1/4/21	Fri 1/22/21												
48		Roofing and Siding	20 days	Mon 1/25/21	Fri 2/19/21												
49		MEP Rough-ins	25 days	Mon 2/8/21	Fri 3/12/21												
50		Insulation	10 days	Mon 3/15/21	Fri 3/26/21												
51		Drywall	15 days	Mon 3/29/21	Fri 4/16/21												
52		Doors and Interior trim	10 days	Mon 4/19/21	Fri 4/30/21												
53		Paint	10 days	Mon 5/3/21	Fri 5/14/21												
54		Flooring	10 days	Mon 5/17/21	Fri 5/28/21												
55		MEP Finals	20 days	Mon 5/31/21	Fri 6/25/21												
56		Final Cleaning	5 days	Mon 6/28/21	Fri 7/2/21												
57		Punchlist	10 days	Mon 7/5/21	Fri 7/16/21												
58		CofO Inspection/ Turnover	20 days	Mon 7/19/21	Fri 8/13/21												



Project: Branchburg Village - East Date: Thu 2/27/20	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary		Manual Progress	
	Project Summary		Inactive Summary		Start-only			

Sources and Uses

York Village EAST

Permanent			Per Unit	Construction				
	Term	Int				Term	Int	
Permanent	16	4.46%	5,483,000	109,660	Construction	2	4.15%	10,300,000
HOME	0	0.00%	75,000	1,500	HOME	0	0.00%	75,000

Federal Tax Credit Equity	\$	8,542,701	Federal Tax Credit Equity	\$	2,562,810
Additional Deferred Developer Fee			State Tax Credit Equity	\$	-
Mandatory Deferred Developer Fee	\$	769,680	Other Tax Credit Equity	\$	-
GAP / (Surplus)	\$	(0)	GP Equity/Def Fee	\$	2,007,571
Total Permanent Sources	\$	14,870,381	Total Construction Sources	\$	14,945,381

Uses	Per Unit	
Site Acquisition	0	0
Construction Costs		
Residential construction	8,864,274	177,285
General Conditions	531,856	10,637
Builder overhead	177,285	3,546
Builder profit	531,856	10,637
P&P Bond/General Liability	121,263	2,425
Other Construction	0	0
Commercial Construction	0	0
Total Construction Costs	10,226,536	204,531
Professional Services		
Architecture	263,000	5,260
Engineering	175,000	3,500
Survey & Soils	32,994	660
Environmental	11,215	224
Legal fees	81,687	1,634
Accounting	11,858	237
Market Study	3,500	70
Appraisal	5,000	100
Consultant	0	0
Due Diligence	0	0
Relocation	0	0
Total Professional Services	584,254	11,685
Finance Costs		
Interest	769,452	15,389
Title Insurance & Recording	32,000	640
Tax Credit Fees	185,740	3,715
Lender Legal	48,000	960
Lender/LOC Fees	142,380	2,848
HFA/Other Financing Fees	15,000	300
Total Finance Costs	1,192,572	23,851
Carrying Costs		
Admin/Org Costs	15,000	300
Syndication Costs	35,000	700
Insurance	27,500	550
Taxes	7,500	150
Total Carrying Charges	85,000	1,700
Contingency	559,692	11,194
Fees/Permits	170,521	3,410
Pump Station	75,000	
Development Fees	1,637,618	32,752
Working Capital	152,500	3,050
Replacement Reserve	0	0
Operating Reserve	163,000	3,260
Other Escrows/Reserves	23,688	474
Total Uses	14,870,381	297,408

867937.54

Cash Flow									
		<i>Partial</i>	1	2	3	4	5	6	7
		2022	2023	2024	2025	2026	2027	2028	2029
	Months in 1st Yr.	2							
<u>Income</u>									
Residential Rent		123,784	742,704	757,558	772,709	788,163	803,927	820,005	836,405
(Vacancy)	7.00%	(8,665)	(51,989)	(53,029)	(54,090)	(55,171)	(56,275)	(57,400)	(58,548)
Commercial Rent		-	-	-	-	-	-	-	-
(Vacancy)	0.00%	-	-	-	-	-	-	-	-
Other Income		775	4,650	4,743	4,838	4,935	5,033	5,134	5,237
(Vacancy)	7.00%	(54)	(326)	(332)	(339)	(345)	(352)	(359)	(367)
Net Rental Income		\$ 115,840	\$ 695,039	\$ 708,940	\$ 723,119	\$ 737,581	\$ 752,333	\$ 767,379	\$ 782,727
<u>Expenses</u>									
Repairs/Maintenance		1,333	8,000	8,240	8,487	8,742	9,004	9,274	9,552
Total Contract		6,042	36,250	37,338	38,458	39,611	40,800	42,024	43,284
Total Payroll		15,187	91,120	93,854	96,669	99,569	102,556	105,633	108,802
Total Office		5,917	35,500	36,565	37,662	38,792	39,956	41,154	42,389
Total Utilities		7,917	47,500	48,925	50,393	51,905	53,462	55,066	56,717
Taxes		5,792	34,752	35,795	36,868	37,974	39,114	40,287	41,496
Insurance		5,000	30,000	30,900	31,827	32,782	33,765	34,778	35,822
Management Fees		6,255	41,702	42,953	44,242	45,569	46,936	48,344	49,795
Replacement Reserve		2,500	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Operating Reserve		-	-	-	-	-	-	-	-
Agency Fees		-	-	-	-	-	-	-	-
Total		\$ 55,942	\$ 339,824	\$ 349,569	\$ 359,606	\$ 369,944	\$ 380,593	\$ 391,560	\$ 402,857
Net Operating Income		\$ 59,898	\$ 355,215	\$ 359,371	\$ 363,513	\$ 367,637	\$ 371,740	\$ 375,819	\$ 379,870
<u>Hard Debt</u>									
	<u>Payment</u>	<u>Beg. Balance</u>							
Permanent	25,813.01	5,483,000	51,626	309,756	309,756	309,756	309,756	309,756	309,756
Service Fee			-	-	-	-	-	-	-
MIP			-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
DSC 1st Mortgage			1.16	1.15	1.16	1.17	1.19	1.20	1.23
DSC All Hard Debt			1.16	1.15	1.16	1.17	1.19	1.20	1.23
I/E Ratio			1.08	1.07	1.08	1.08	1.09	1.09	1.10
Cash Flow After Hard Debt		\$ 8,272	\$ 45,459	\$ 49,615	\$ 53,757	\$ 57,881	\$ 61,984	\$ 66,063	\$ 70,114

Cash Flow	York Village EAST							
	8	9	10	11	12	13	14	15
	2030	2031	2032	2033	2034	2035	2036	2037
<u>Income</u>								
Residential Rent	853,133	870,196	887,600	905,352	923,459	941,928	960,767	979,982
(Vacancy)	(59,719)	(60,914)	(62,132)	(63,375)	(64,642)	(65,935)	(67,254)	(68,599)
Commercial Rent	-	-	-	-	-	-	-	-
(Vacancy)	-	-	-	-	-	-	-	-
Other Income	5,341	5,448	5,557	5,668	5,782	5,897	6,015	6,136
(Vacancy)	(374)	(381)	(389)	(397)	(405)	(413)	(421)	(429)
Net Rental Income	\$ 798,382	\$ 814,349	\$ 830,636	\$ 847,249	\$ 864,194	\$ 881,478	\$ 899,107	\$ 917,089
<u>Expenses</u>								
Repairs/Maintenance	9,839	10,134	10,438	10,751	11,074	11,406	11,748	12,101
Total Contract	44,583	45,920	47,298	48,717	50,178	51,684	53,234	54,831
Total Payroll	112,066	115,428	118,891	122,458	126,131	129,915	133,813	137,827
Total Office	43,661	44,970	46,319	47,709	49,140	50,615	52,133	53,697
Total Utilities	58,419	60,172	61,977	63,836	65,751	67,724	69,755	71,848
Taxes	42,741	44,023	45,343	46,704	48,105	49,548	51,034	52,565
Insurance	36,896	38,003	39,143	40,317	41,527	42,773	44,056	45,378
Management Fees	51,289	52,827	54,412	56,044	57,726	59,458	61,241	63,079
Replacement Reserve	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Operating Reserve	-	-	-	-	-	-	-	-
Agency Fees	-	-	-	-	-	-	-	-
Total	\$ 414,493	\$ 426,478	\$ 438,822	\$ 451,537	\$ 464,633	\$ 478,122	\$ 492,015	\$ 506,326
Net Operating Income	\$ 383,889	\$ 387,871	\$ 391,814	\$ 395,712	\$ 399,561	\$ 403,356	\$ 407,092	\$ 410,764
<u>Hard Debt</u>								
Permanent	309,756	309,756	309,756	309,756	309,756	309,756	309,756	309,756
Service Fee	-	-	-	-	-	-	-	-
MIP	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
DSC 1st Mortgage	1.24	1.25	1.26	1.28	1.29	1.30	1.31	1.33
DSC All Hard Debt	1.24	1.25	1.26	1.28	1.29	1.30	1.31	1.33
I/E Ratio	1.10	1.11	1.11	1.11	1.12	1.12	1.12	1.12
Cash Flow After Hard Debt	\$ 74,133	\$ 78,115	\$ 82,058	\$ 85,956	\$ 89,805	\$ 93,600	\$ 97,336	\$ 101,007

Pro Forma	York Village EAST	
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INCOME

Total Potential Residential Rent		\$	742,704
(Vacancy)	7.0%	\$	(51,989)
Net Rental Income		\$	690,715
Commercial Rent		\$	-
(Vacancy)	0.0%	\$	-
Other Income		\$	4,650
(Vacancy)	7.0%	\$	(326)
TOTAL INCOME		\$	695,039

EXPENSES

			Per Unit
Repairs & Maintenance	\$	8,000	160
Snow Removal Contract	\$	7,500	150
Trash Removal Contract	\$	7,500	150
Security Contract	\$	2,400	48
Grounds contract	\$	7,350	147
Elevator Contract	\$	5,000	100
Other Contract - Exterminator, repairs, hvac	\$	6,500	130
TOTAL Contract Expenses	\$	36,250	725
Office Payroll	\$	29,000	580
Maintenance Payroll	\$	39,000	780
Security Payroll	\$	-	-
Other Payroll	\$	-	-
Payroll Related Expense	\$	23,120	462
TOTAL Payroll	\$	91,120	1,822
Office & Administrative	\$	9,000	180
Professional Fees	\$	10,500	210
Marketing & Leasing	\$	1,000	20
Social Work - Contract	\$	10,000	200
Basin Maintenance	\$	5,000	100
Food Service	\$	-	-
TOTAL Office	\$	35,500	710
Total Controllable	\$	170,870	3,417
Electricity	\$	15,000	300
Gas	\$	1,000	20
Water	\$	12,500	250
Sewer	\$	19,000	380
Other Utility	\$	-	-
TOTAL UTILITIES	\$	47,500	950
Taxes	\$	34,752	
Insurance	\$	30,000	
Management Fees	\$	41,702	
Total Non Controllable Operating Expenses	\$	153,954	3,079
Total Operating Expenses	\$	324,824	6,496
Net Operating Income	\$	370,215	7,404
Replacement Reserve	\$	15,000	300
Cash Flow Available for Debt Service	\$	355,215	7,104

Sources and Uses

York Village WEST

Permanent			Per Unit	Construction				
	Term	Int			Term	Int		
Permanent	16	4.46%	5,570,000	111,400	Construction	1.5	4.15%	10,000,000
HOME	0	0.00%	75,000		HOME	0	0.00%	75,000

Federal Tax Credit Equity	\$	8,802,289	Federal Tax Credit Equity	\$	2,640,687
Additional Deferred Developer Fee			State Tax Credit Equity	\$	-
Mandatory Deferred Developer Fee	\$	795,328	Other Tax Credit Equity	\$	-
GAP / (Surplus)	\$	(1)	GP Equity/Def Fee	\$	2,601,930
Total Permanent Sources	\$	15,242,617	Total Construction Sources	\$	15,317,617

Uses	Per Unit	
Site Acquisition	0	0
Construction Costs		
Residential construction	9,230,488	184,610
General Conditions	553,829	11,077
Builder overhead	184,610	3,692
Builder profit	553,829	11,077
P&P Bond/General Liability	126,273	2,525
Other Construction	0	0
Commercial Construction	0	0
Total Construction Costs	10,649,029	212,981
Professional Services		
Architecture	259,000	5,180
Engineering	175,000	3,500
Survey & Soils	34,173	683
Environmental	9,527	191
Legal fees	95,566	1,911
Accounting	7,500	150
Market Study	3,875	78
Appraisal	5,000	100
Consultant	0	0
Due Diligence	0	0
Relocation	0	0
Total Professional Services	589,641	11,793
Finance Costs		
Interest	650,875	13,017
Title Insurance & Recording	32,000	640
Tax Credit Fees	192,839	3,857
Lender Legal	47,500	950
Lender/LOC Fees	140,700	2,814
HFA/Other Financing Fees	15,000	300
Total Finance Costs	1,078,913	21,578
Carrying Costs		
Admin/Org Costs	15,000	300
Syndication Costs	35,000	700
Insurance	27,500	550
Taxes	7,500	150
Total Carrying Charges	85,000	1,700
Contingency	568,558	11,371
Fees/Permits	165,000	3,300
Pump Station	75,000	
Development Fees	1,692,188	33,844
Working Capital	152,500	3,050
Replacement Reserve	0	0
Operating Reserve	163,000	3,260
Other Escrows/Reserves	23,788	476
Total Uses	15,242,617	304,852

896859.64

Cash Flow									
		Partial	1	2	3	4	5	6	7
		2022	2023	2024	2025	2026	2027	2028	2029
	Months in 1st Yr.	2							
Income									
Residential Rent		125,224	751,344	766,371	781,698	797,332	813,279	829,544	846,135
(Vacancy)	7.00%	(8,766)	(52,594)	(53,646)	(54,719)	(55,813)	(56,930)	(58,068)	(59,229)
Commercial Rent		-	-	-	-	-	-	-	-
(Vacancy)	0.00%	-	-	-	-	-	-	-	-
Other Income		775	4,650	4,743	4,838	4,935	5,033	5,134	5,237
(Vacancy)	7.00%	(54)	(326)	(332)	(339)	(345)	(352)	(359)	(367)
Net Rental Income		\$ 117,179	\$ 703,074	\$ 717,136	\$ 731,479	\$ 746,108	\$ 761,030	\$ 776,251	\$ 791,776
Expenses									
Repairs/Maintenance		1,333	8,000	8,240	8,487	8,742	9,004	9,274	9,552
Total Contract		6,042	36,250	37,338	38,458	39,611	40,800	42,024	43,284
Total Payroll		15,187	91,120	93,854	96,669	99,569	102,556	105,633	108,802
Total Office		5,917	35,500	36,565	37,662	38,792	39,956	41,154	42,389
Total Utilities		7,917	47,500	48,925	50,393	51,905	53,462	55,066	56,717
Taxes		5,859	35,154	36,208	37,295	38,413	39,566	40,753	41,975
Insurance		5,000	30,000	30,900	31,827	32,782	33,765	34,778	35,822
Management Fees		6,328	42,184	43,450	44,753	46,096	47,479	48,903	50,370
Replacement Reserve		2,500	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Operating Reserve		-	-	-	-	-	-	-	-
Agency Fees		-	-	-	-	-	-	-	-
Total		\$ 56,082	\$ 340,708	\$ 350,479	\$ 360,544	\$ 370,910	\$ 381,587	\$ 392,585	\$ 403,913
Net Operating Income		\$ 61,097	\$ 362,366	\$ 366,656	\$ 370,935	\$ 375,198	\$ 379,443	\$ 383,666	\$ 387,863
Hard Debt									
	Payment	Beg. Balance							
Perm	26,222.59	5,570,000	52,445	314,671	314,671	314,671	314,671	314,671	314,671
Service Fee			-	-	-	-	-	-	-
MIP			-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
DSC 1st Mortgage			1.16	1.15	1.17	1.18	1.19	1.21	1.23
DSC All Hard Debt			1.16	1.15	1.17	1.18	1.19	1.21	1.23
I/E Ratio			1.08	1.07	13.00	1.08	1.09	1.10	1.10
Cash Flow After Hard Debt		\$ 8,652	\$ 47,695	\$ 51,985	\$ 56,264	\$ 60,527	\$ 64,772	\$ 68,995	\$ 73,192

Cash Flow	York Village WEST							
	8	9	10	11	12	13	14	15
	2030	2031	2032	2033	2034	2035	2036	2037
Income								
Residential Rent	863,058	880,319	897,926	915,884	934,202	952,886	971,944	991,382
(Vacancy)	(60,414)	(61,622)	(62,855)	(64,112)	(65,394)	(66,702)	(68,036)	(69,397)
Commercial Rent	-	-	-	-	-	-	-	-
(Vacancy)	-	-	-	-	-	-	-	-
Other Income	5,341	5,448	5,557	5,668	5,782	5,897	6,015	6,136
(Vacancy)	(374)	(381)	(389)	(397)	(405)	(413)	(421)	(429)
Net Rental Income	\$ 807,612	\$ 823,764	\$ 840,239	\$ 857,044	\$ 874,185	\$ 891,668	\$ 909,502	\$ 927,692
Expenses								
Repairs/Maintenance	9,839	10,134	10,438	10,751	11,074	11,406	11,748	12,101
Total Contract	44,583	45,920	47,298	48,717	50,178	51,684	53,234	54,831
Total Payroll	112,066	115,428	118,891	122,458	126,131	129,915	133,813	137,827
Total Office	43,661	44,970	46,319	47,709	49,140	50,615	52,133	53,697
Total Utilities	58,419	60,172	61,977	63,836	65,751	67,724	69,755	71,848
Taxes	43,235	44,532	45,868	47,244	48,661	50,121	51,624	53,173
Insurance	36,896	38,003	39,143	40,317	41,527	42,773	44,056	45,378
Management Fees	51,882	53,438	55,041	56,692	58,393	60,145	61,949	63,808
Replacement Reserve	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Operating Reserve	-	-	-	-	-	-	-	-
Agency Fees	-	-	-	-	-	-	-	-
Total	\$ 415,580	\$ 427,597	\$ 439,975	\$ 452,725	\$ 465,856	\$ 479,382	\$ 493,313	\$ 507,663
Net Operating Income	\$ 392,032	\$ 396,166	\$ 400,264	\$ 404,319	\$ 408,328	\$ 412,286	\$ 416,188	\$ 420,029
Hard Debt								
Perm	314,671	314,671	314,671	314,671	314,671	314,671	314,671	314,671
Service Fee	-	-	-	-	-	-	-	-
MIP	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
DSC 1st Mortgage	1.25	1.26	1.27	1.28	1.30	1.31	1.32	1.33
DSC All Hard Debt	1.25	1.26	1.27	1.28	1.30	1.31	1.32	1.33
I/E Ratio	1.11	1.11	1.11	1.12	1.12	1.12	1.13	1.13
Cash Flow After Hard Debt	\$ 77,360	\$ 81,495	\$ 85,593	\$ 89,648	\$ 93,657	\$ 97,615	\$ 101,517	\$ 105,358

Pro Forma	York Village WEST	
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INCOME

Total Potential Residential Rent		\$ 751,344
(Vacancy)	7.0%	\$ (52,594)
Net Rental Income		\$ 698,750
Commercial Rent		\$ -
(Vacancy)	0.0%	\$ -
Other Income		\$ 4,650
(Vacancy)	7.0%	\$ (326)
TOTAL INCOME		\$ 703,074

EXPENSES

		Per Unit
Repairs & Maintenance	\$ 8,000	160
Snow Removal Contract	\$ 7,500	150
Trash Removal Contract	\$ 7,500	150
Security Contract	\$ 2,400	48
Grounds contract	\$ 7,350	147
Elevator Contract	\$ 5,000	100
Other Contract - Exterminator, repairs, hvac	\$ 6,500	130
TOTAL Contract Expenses	\$ 36,250	725
Office Payroll	\$ 29,000	580
Maintenance Payroll	\$ 39,000	780
Security Payroll	\$ -	-
Other Payroll	\$ -	-
Payroll Related Expense	\$ 23,120	462
TOTAL Payroll	\$ 91,120	1,822
Office & Administrative	\$ 9,000	180
Professional Fees	\$ 10,500	210
Marketing & Leasing	\$ 1,000	20
Social Work - Contract	\$ 10,000	200
Basin Maintenance	\$ 5,000	100
Food Service	\$ -	-
TOTAL Office	\$ 35,500	710
Total Controllable	\$ 170,870	3,417
Electricity	\$ 15,000	300
Gas	\$ 1,000	20
Water	\$ 12,500	250
Sewer	\$ 19,000	380
Other Utility	\$ -	-
TOTAL UTILITIES	\$ 47,500	950
Taxes	\$ 35,154	
Insurance	\$ 30,000	
Management Fees	\$ 42,184	
Total Non Controllable Operating Expenses	\$ 154,838	3,097
Total Operating Expenses	\$ 325,708	6,514
Net Operating Income	\$ 377,366	7,547
Replacement Reserve	\$ 15,000	300
Cash Flow Available for Debt Service	\$ 362,366	7,247

DEED

Affordable Housing Rental Property With Restrictive Covenants Block 74, Lot 3, Township of Branchburg, Somerset County, New Jersey

This Deed is made on this 23 day of November, 2020, by and between the Township of Branchburg, with offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey, 08876, referred to as "Grantor" or "Township" and Branchburg Urban Renewal Associates, LLC, a New Jersey limited liability company, with offices located at 20000 Horizon Way, Suite 180, Mount Laurel, New Jersey 08054, referred to as "Grantee". The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for and in consideration of payment of the sum of zero (\$0) Dollars. This property is being transferred by Grantor to Grantee in consideration for the development, maintenance, operation and management on the property of a one hundred (100) residential affordable housing rental unit project in accordance with the Branchburg Planning Board approval of Case No. 2017-002P PFSP and a Development, Affordable Housing and Property Transfer Agreement entered into between Grantor and Grantee incorporated herein by reference. The conveyance of the property herein having been authorized by Township Ordinance 2020-1381 adopted by the Branchburg Township Committee on May 11, 2020.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Branchburg, County of Somerset, State of New Jersey, Block 74, Lot 3.

Property. This property consists of the land and all the buildings and structures on the land in the Township of Branchburg, County of Somerset, State of New Jersey. The property is described as follows:

See Legal Description for Block 74, Lots 3, 3.01 & 3.02 following consolidation Block 74, Lot 3, attached hereto as **Schedule A**.

Subject to easements, restrictions and reservations of record, if any.

Title to the property is vested in the Township of Branchburg, Somerset County, New Jersey, by Final Judgment from the Superior Court of New Jersey, Chancery Division, Somerset County, Docket No. F-038829-14, dated 3/30/15 and recorded 4/10/15, in the Somerset County Clerk's Office in Deed Book 6785, Page 130. (Part of the premises in question Tract 1, Lot 3).

Title to the property vested in the Township of Branchburg, Somerset County, New Jersey, by Deed from Elliot E. Hershkowitz, Executor of the Last Will and Testament of Lillian Hershkowitz, deceased, dated 5/1/09 and recorded 5/8/09, in the Somerset County Clerk's Office in Deed Book 6217, Page 543. (Part of the premises in question Tract 2, Lot 3.01)

Title to the property vested in the Township of Branchburg, Somerset County, New Jersey, by Deed from Elliot E. Hershkowitz and Jayne P. Goralsky, Individually and as Co-Executors of the Last Will and Testament of Benjamin Hershkowitz, deceased, dated 5/1/09 and recorded 5/8/09, in the Somerset County Clerk's Office in Deed Book 6217, Page 535. (Part of the premises in

question Tract 3, Lot 3.02)

Restrictions and Covenants. The restrictions and covenants set forth herein shall run with the land in perpetuity and be included in any conveyances or leases of the property. These restrictions and covenants shall be binding on all successors in interest to the property. These restrictions and covenants may only be released or modified in writing by the Township of Branchburg as authorized by Resolution duly adopted by the Township Committee. No sale of the property shall be lawful, unless made subject to these restrictions and covenants and approved in advance and in writing by the Township.

This property is being transferred by Grantor to Grantee in consideration for the development, maintenance, operation and management on the property of a one hundred (100) residential affordable housing rental unit project in accordance with the Branchburg Planning Board approval of Case No. 2017-002P PFSP and a Development, Affordable Housing and Property Transfer Agreement entered into between Grantor and Grantee incorporated herein by reference and made part of this Deed. The property shall be developed, maintained, operated and used exclusively for affordable housing purposes in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations or ordinances (collectively "Fair Housing Laws").

The property shall be used solely for the purpose of providing residential rental dwelling units for moderate, low and very low income households in accordance with the Fair Housing Laws. The residential rental dwelling units shall be comprised of 20 one-bedroom units, 50 two bedroom units and 30 three-bedroom units. No improvements may be made to the property that would affect the bedroom configuration of any of the dwelling units. Occupancy of all units shall be restricted to very low, low and moderate income households with a minimum of 13 units restricted to very low income households (very low income households being defined as 30% of regional median income) in accordance with the Fair Housing Laws.

Grantee and any successor in interest to the property shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (c) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (d) ensure all the Affordable Housing Rental Units are occupied by qualified income households.

In the event of foreclosure, deed in lieu of foreclosure or similar disposition of the Property by the holder of a mortgage secured by the property, the foreclosing lender may take title to or transfer ownership of the property. The consent of the Township shall not be required for any such transfers. Said ownership or transfer shall be subject to all the restrictions and covenants set forth herein which shall be preserved. Grantee shall notify the Township of any foreclosure actions filed with respect to the property within five (5) business days of service upon Grantee.

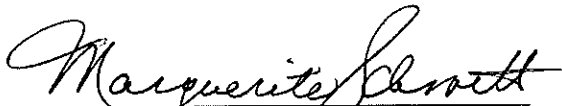
Grantee shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Grantee.

A breach of these restrictions and covenants will cause irreparable harm to the Township and to the public, in light of the policies of the Fair Housing Laws and the obligation for the provision of moderate, low and very low income housing within the Township. In the event of a threatened breach of any of these restrictions and covenants by Grantee or any successor in interest of the Property, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.


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

Signatures. 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.

Attest


Marguerite Schmitt, Clerk

Township of Branchburg


Thomas Young, Mayor

Acknowledgment Next Page

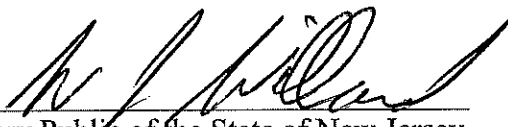
Township of Branchburg Acknowledgment

State of New Jersey

SS:

County of Somerset

I certify that on November 23, 2020, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of Branchburg; (b) this person is the attesting witness to the signing of this Deed by the Mayor of the Township of Branchburg; (c) this Deed was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg for the consideration set forth herein; and (d) this person signed this proof to attest to the truth of these facts.



Notary Public of the State of New Jersey
~~Attorney~~ At Law State of New Jersey

Record and Return

PARKER McCAY P.A.

Attention: Kevin Sheehan, Esq.

TRIAD 1828 CENTRE

2 Cooper Street, Suite 1901

Camden, NJ 08102

SCHEDULE A
LEGAL DESCRIPTION

FILE NUMBER: TA-51410

ALL that certain tract or parcel of land, situated, lying and being in the Township of Branchburg, County of Somerset, State of New Jersey, according to a Plan of Survey made by Master Consulting P.A., dated December 5, 2019 and being more particularly described as follows:

BEGINNING at a rebar and cap found in the Southeasterly right of way line Old York Road (R.O.W. varies), said point being where the same is intersected by the division line between Lot 1 (lands n/f s/k Old York Road) and Lot 3 in Block 74 as shown on the Tax Map for the Township of Branchburg; extending thence

- (1) South 62 degrees 51 minutes 49 seconds East, along the said division line, a distance of 910.73 feet to a rebar and cap found where the same is intersected by the Northwesterly right of way line of U.S. Highway Route 202 (120 foot R.O.W.); thence
- (2) South 65 degrees 06 minutes 11 seconds West, along the same, a distance of 760.67 feet to a point where the same is intersected by the division line between Lot 1 and Lot 4 in Block 74; thence
- (3) North 57 degrees 54 minutes 49 seconds West along the same, a distance of 441.47 feet to a rebar and cap found in the aforementioned line of Old York road (R.O.W. varies); thence
- (4) North 26 degrees 50 minutes 11 seconds East , along the same, a distance of 561.60 feet to the point and place of beginning.

FOR INFORMATION PURPOSES ONLY:

BLOCK 74, LOT(S) 3, on the Tax Map of the Township of Branchburg, County of Somerset, State of New Jersey, and more commonly known respectively as 975 Old York Road, Branchburg, NJ 08853.

BLOCK 74, LOT(S) 3.01, on the Tax Map of the Township of Branchburg, County of Somerset, State of New Jersey, and more commonly known respectively as 1376 ROUTE 202, Branchburg, NJ 08853.

BLOCK 74, LOT(S) 3.02, on the Tax Map of the Township of Branchburg, County of Somerset, State of New Jersey, and more commonly known respectively as 1372 Route 202, Branchburg, NJ 08853.

☒ ALL SURVEYS MUST BE CERTIFIED TO THE FOLLOWING:

- ☒ TITLE AMERICA AGENCY CORP.
- ☒ FIRST AMERICAN TITLE INSURANCE COMPANY
- ☒ BRANCHBURG URBAN RENEWAL ASSOCIATES LLC, A NEW JERSEY LIMITED LIABILITY COMPANY (PURCHASER)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by First American Title Insurance Company-TA]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Schedule A

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

COUNTY

SOMERSET

} SS. County Municipal Code
1805

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

MUNICIPALITY OF PROPERTY LOCATION Branchburg Township

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

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

Deponent, Thomas Young, being duly sworn according to law upon his/her oath,
(Name)

deposes and says that he/she is the Grantor-Mayor Branchburg Twp. in a deed dated 11/23/20 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number Block 74 Lot number 3 located at
Old York Road & Route 202, Branchburg, New Jersey (Deed Affordable Housing) and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 0.00 (Instructions #1 and #5 on reverse side) ☒ 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:

(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

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 (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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(a) For consideration of less than \$100; (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision;

(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 and #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 hereon 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 23 day of November 2020

William Willard
Attorney At Law
State of New Jersey

1077 Highway 202 North
Branchburg, NJ 08876

Deponent Address

XXX-XXX-

Last three digits in Grantor's Social Security Number

Township of Branchburg
Grantor Name

1077 Highway 202 North
Branchburg, NJ 08876

Grantor Address at Time of Sale

DiFrancesco, Bateman P.C.

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

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

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and 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 of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm

GIT/REP-3
(8-19)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
Township of Branchburg
Current Street Address
1077 Highway 202 North
City, Town, Post Office
Branchburg
State
NJ
ZIP Code
08876

Property Information

Block(s)
74
Lot(s)
3 (Deed Affordable Housing)
Qualifier
Street Address
Old York Road and Route 202
City, Town, Post Office
Branchburg
State
NJ
ZIP Code
08876

Seller's Percentage of Ownership
100
Total Consideration
\$0.00
Owner's Share of Consideration
\$0.00
Closing Date

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is 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 is not required to make an estimated Gross Income Tax payment.
6. ☒ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
8. ☐ Seller did not receive non-like kind property.
9. ☐ The real property is being transferred 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.
10. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. ☐ The property transferred is a cemetery plot.
15. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may 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 a 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.

11/23/20
Date
Signature (Seller)
Thomas Young-Mayor Branchburg Twp.
Indicate if Power of Attorney or Attorney in Fact

7.E. Cornerstone 100% Municipally Sponsored Development

DEVELOPMENT AND PROPERTY TRANSFER AGREEMENT

THIS DEVELOPMENT AND PROPERTY TRANSFER AGREEMENT (the "Agreement") is made and entered into on September 10, 2019 by and between the **TOWNSHIP OF BRANCHBURG**, a municipal corporation of the State of New Jersey, having its principal offices located at 1077 U.S. Highway Route 202, Branchburg, New Jersey 08876, (hereinafter designated as the "**Township**"), and **BRANCHBURG SENIOR APARTMENTS, LLC**, a New Jersey limited liability company, having its principal office at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08003 (hereinafter designated as the "**Developer**").

PREAMBLE

WHEREAS, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., requires each municipality in New Jersey to provide its fair share of affordable housing; and

WHEREAS, on March 10, 2015, the Supreme Court of the State of New Jersey issued a decision In The Matter Of The Adoption Of N.J.A.C. 5:96 And 5:97 By The New Jersey Council On Affordable Housing, 221 N.J. 1 (2015), in which it found that because COAH failed to adopt the new Round 3 regulations, the Court directed trial courts to assume COAH's functions to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH's rules and regulations as described in N.J.A.C. 5:93-5.8; and

WHEREAS, the Developer is an experienced developer, operator and administrator of affordable rental housing with on-site supportive social services and has expressed interest, either by itself or a managing member of an affiliated New Jersey Limited Liability Company, in constructing, owning, operating and maintaining affordable age restricted rental housing with supportive services in the Township to assist the Township in addressing its third round affordable housing obligation; and

WHEREAS, Branchburg 202, LLC, is the owner of the property located at the corner of U.S. Highway Route 202 North and Old York Road and identified on the Township Tax Map as Block 68.05, Lot 1, consisting of approximately 33.733 acres, more or less ("Property"); and

WHEREAS, Branchburg 202, LLC, has agreed to donate a portion of the Property consisting of approximately 9.413 acres, more or less, to the **Township** for the purpose of constructing, owning, operating and maintaining affordable age restricted rental housing with supportive services in the Township to assist the Township in addressing its third round affordable housing obligation; and

WHEREAS, the **Township** has entered into an Agreement For Transfer Of Property (the "**Donation Agreement**") with Branchburg 202, LLC, ("**Donator**"), whereby the Donator has agreed to donate to the **Township** that parcel of ground consisting of approximately 9.413 acres, more or less, located on Old York Road, Branchburg Township, Somerset County, New Jersey, which property is identified on the municipal tax map as a portion of Lot 1, Block 68.05 and is more particularly described as Proposed Lot 1.01 on the Subdivision Plan attached to this Agreement as **Exhibit A** (the "**Premises**"); and

WHEREAS, the **Township** in connection with its obligation to provide for its fair share of affordable housing has agreed to temporarily take title to the **Premises** with the intent to contribute the **Premises** to the **Developer** in order that the **Developer** may construct on the **Premises** in two separate phases a total of 150 age restricted rental affordable housing units to be occupied by senior citizens with "low" (including "very low") and "moderate incomes" in accordance with the **Fair Housing Laws**, as hereinafter defined and as more specifically detailed below; and

WHEREAS, each "Phase" shall consist of 75 units; and,

WHEREAS, the development and construction of the **Project** (as defined below) is intended to address, in part, the **Township's** obligation to provide its fair share of the region's affordable housing need in accordance with what is commonly referred to as the "**Mount Laurel Doctrine**"; and

WHEREAS, the **Developer** has extensive experience with the development and redevelopment of real estate generally and the development, construction, operation and management of affordable housing specifically; and

WHEREAS, it is in the best interests of the **Township** that the **Premises** be developed for the construction of age and income restricted affordable rental housing by the **Developer**; and

WHEREAS, the **Parties** wish to enter into a formal agreement establishing the terms and conditions under which the **Premises** will be conveyed to and then developed for affordable age restricted rental housing by the **Developer**.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the **Parties** agree as follows:

1. **Project Description.** In accordance with the terms and conditions set forth in this **Agreement**, the **Township** and the **Developer** (collectively, the "**Parties**") agree that the **Developer** will develop, construct, operate and manage the **Project** on the **Premises**. The "**Project**" is defined as 150 age restricted affordable rental apartments together with all on and off site improvements, if any, necessary to service the apartment units and together with those features further described in this Section 1, and to be constructed in substantial conformity with the concept plans attached as "**Exhibit B**" (collectively the "**Concept Plan**") in two separate phases each consisting of seventy-five (75) age restricted affordable housing rental apartments. The second "Phase" consisting of seventy-five (75) additional age restricted affordable rental apartments will be developed and constructed in the future, as more specifically set forth in Section 9 below. The **Project** will be developed, constructed, operated and managed in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and the Uniform Housing Affordability Controls ("UHAC") regulations at N.J.A.C. 5:80-26.1, et seq., promulgated thereunder (collectively the "**Fair Housing Laws**"). Consistent with the obligation to construct the **Project** in accordance with the **Fair Housing Laws**, but not intending to limit that obligation: each apartment unit will be deed restricted with affordability controls for residents with low (including very low) and moderate incomes as prescribed by the **Fair Housing Laws**.

The **Project** will also be developed, constructed, operated and managed subject to a permanent deed restriction limiting residents of the **Project** to 55 years of age and older in accordance with the Housing for Older Persons Act (the "**Age Restriction**"). The affordability controls shall remain in place for a minimum period of forty-five (45) years and until released by the Township as memorialized in a deed restriction recorded with the Clerk of Somerset County. The form of deed restriction shall be as prescribed by the New Jersey Mortgage Finance Agency ("**HMFA**") and in such form as approved by the **Township**. The form of deed restriction for the **Age Restriction** shall be subject to the **Township's** review and approval. The **Developer** will cooperate with the **Township** in providing any information that is necessary to complete the **Township's** annual monitoring and in connection with the preparation or modification of the **Township's Fair Share Plan**, if applicable.

a. Except as set forth in this **Agreement**, it is intended that the **Project** will be developed and constructed consistent with the AH-5 Zoning Ordinance (the "**Zoning Ordinance**") adopted on July 22, 2019 and any amendments or modifications thereto approved by the Township. The **Project** will be completed in accordance with the **Land Use Approvals** and all other building, safety, health, environmental and other statutes, laws, rules, regulations and ordinances applicable to the ownership, development, construction and use of the **Project** (the "**Applicable Laws**"). The buildings and plans shall also be substantially consistent with the **Concept Plan** attached hereto as **Exhibit B**. In addition, the **Project** will achieve LEED certification in accordance with the current requirements of the United States Green Building Council, or equivalent (such as Enterprise Green Communities). All applications to governmental agencies, including plans, drawings and reports submitted therewith shall be presented first to the **Township** for prompt review and comment or approval.

b. The **Developer** will commence the construction of **Phase 1** of the **Project** promptly (but in no event more than 6 months) after all of the contingencies referenced in Section 2 of this **Agreement** have been fully satisfied. After commencement of construction, the **Developer** will continue and complete construction of **Phase 1** of the **Project** without interruption, subject only to **Force Majeure Events** (as defined below). It is anticipated that **Phase 1** of the **Project** will be complete and a certificate of occupancy issued for the building twenty (20) months from the date construction commences; however, so long as the **Developer** is proceeding with good faith and due diligence the **Developer** will have an additional six (6) months to complete **Phase 1** of the **Project** if despite such good faith and due diligence the **Developer** has been unable to complete work within twenty (20) months.

c. No affordable housing development fees shall be imposed in connection with the **Project**. **Developer** shall be responsible for all other applicable fees associated with the **Project** including, but not limited to, applications, permits, inspections, professional reviews, sewer and other fees.

d. The **Developer** will have the right to make changes to the **Concept Plan** so long as such changes are consistent with the **Zoning Ordinance** and further subject to the review and approval of the **Township**, which shall not be unreasonably withheld, delayed or conditioned.

e. The **Developer**, in connection with the development and construction of the **Project** and the ownership and management of the **Project**, shall comply with all **Applicable Laws**. The **Developer** shall keep the **Township** fully informed of any adverse environmental conditions the **Developer** encounters at any time through the date a Certificate of Occupancy for the **Project** is issued. The **Township** will cooperate and support any and all applications necessary to effectuate the **Project**.

2. **The Premises**. Subject to the satisfaction of all of the terms and conditions set forth in this **Agreement**, including but not limited to the satisfaction of the **Contingencies** referenced in Section 3, at the time of closing, the **Township** agrees to convey the **Premises**, together with all easements and other rights associated with the **Premises**, to the **Developer**.

a. The **Premises** shall be conveyed in its current condition, normal wear and tear excepted. The **Developer** acknowledges that it has inspected the **Premises** in connection with its ongoing efforts to obtain the **Land Use Approvals** and the **Tax Credit Financing** and the **Developer** is satisfied with the condition of the **Premises**. The **Developer** acknowledges that the **Premises** is being acquired solely to be conveyed to the **Developer** for purposes of constructing the **Project**; and accordingly, except as specifically set forth in this **Agreement**, the **Township** makes no warranty or representation concerning the physical condition of the **Premises**.

b. Title to the **Premises** shall be good and marketable and subject only to such easements, restrictions, covenants and other encumbrances of record which do not materially and adversely affect the construction, use and occupancy of the **Project**. The **Township** represents that it will convey title to the **Premises** in the same condition title to the **Premises** was on the date it was acquired by the **Township**.

c. Title to the **Premises** shall be conveyed by Bargain and Sale Deed. The **Township** will sign an owner's affidavit of title and such other customary documents of conveyance as the **Developer's** title company reasonably requests so that the title company will issue a title policy consistent with the requirements of this **Agreement**.

d. Closing of title shall occur promptly after all **Contingencies** have been satisfied. It is anticipated that the closing will occur contemporaneous with the **Tax Credit Financing** (as hereinafter defined) for each **Phase** of the **Project**. There should be no adjustments necessary at the time of closing for real estate taxes or other charges associated with the **Premises**. The **Developer** will be obligated to pay all closing costs payable to the title company of its choosing, and the **Township** will not be responsible for such closing costs. The **Township** will prepare the Deed, Affidavit of Title and related documents required of a grantor. Each party will pay its own counsel fees associated with the closing of title and the performance of all duties under this **Agreement**.

e. Pending the closing of title, and to the extent under the **Township's** control, the **Developer** and the **Developer's** consultants will continue to have access to the **Premises** at reasonable times and upon reasonable notice to the **Township**. The **Developer** will provide the **Township** with evidence of insurance coverages satisfactory to the **Township**. The **Developer** indemnifies and holds the **Township**, all of its officials and employees harmless from any loss or claim, including attorney's fees, associated with the **Developer** or its consultants'

visits to and inspections of the **Premises**. In no event will the **Developer** perform any invasive tests or impact the physical condition of the **Premises** without the **Township's** written consent, which shall be given or withheld in the **Township's** sole discretion.

f. In the event the **Developer** does not obtain funding or meet the other contingencies required to redevelop the **Premises** in accordance with this **Agreement**, the land will not be transferred by the **Township**, but retained by the **Township** in order to maintain its affordable housing plan and protections.

3. **Contingencies**. In order to commence and complete the **Project**, and to permit the **Parties** to fulfill all of their obligations under this **Agreement**, the following contingencies (collectively the "**Contingencies**") must each be satisfied in their entirety.

a. The issuance of all final and un-appealed "**Land Use Approvals**" as defined herein. The **Developer**, at its sole cost and expense, shall seek any and all land use and other local, county, state or federal governmental approvals necessary to commence and complete, without interruption, the construction of the **Project** (the "**Land Use Approvals**"). The **Developer** shall provide the **Township** with an advance copy of any application for **Land Use Approvals** for its prompt review and approval. The **Township** will endorse any all necessary permit applications and authorizations. Wherever possible the **Township** will expedite hearings for municipal level approvals. The **Developer** will provide the **Township** and any professionals designated by the **Township** with periodic written updates by email regarding the status of the **Land Use Approvals**. The **Developer** will promptly provide the **Township** with copies of all permits and approvals obtained for the **Project** and all correspondence to or from governmental agencies (other than the **Township**) in connection with the **Land Use Approvals**.

b. Closing on the **Tax Credit Financing** as that term is defined in this **Agreement** shall occur in accordance with the timing and terms set forth in this **Agreement**.

c. The execution by the **Parties** of a **Resolution of Need** and a final and binding **Financial Agreement** as more specifically described in Section 4 below.

d. This **Agreement** and the transfer of title to the **Premises** by **Township** to **Developer** is expressly subject to and conditioned upon the satisfaction of all contingencies set forth in the **Donation Agreement** and **Township** obtaining title to the **Premises** from **Donator**. This **Agreement** and transfer of title to the **Premises** is also contingent upon the **Township's** adoption of an Ordinance authorizing this **Agreement** and the transfer of title to the **Premises**.

e. The **Parties** will at all times make all reasonable efforts to satisfy the **Contingencies** for which each **Party** is responsible under this **Agreement**, and the **Parties** will offer each other their full and complete cooperation in connection with the satisfaction of the **Contingencies**.

4. **The Tax Credit Financing**. The **Parties** acknowledge that in order for the **Developer** to complete the **Project** it will be necessary to obtain and close on the **Tax Credit Financing** (the "**Tax Credit Financing**") under the low income tax credit ("LIHTC") program authorized by 26 U.S.C. 42 et seq. and implemented in the State of New Jersey by the New

Jersey Housing and Mortgage Finance Agency ("HMFA") under the Qualified Allocation Plan (the "QAP"), N.J.A.C. 5:80-33 et seq. The Tax Credit Financing will include the satisfaction of all conditions imposed by HMFA or other applicable governmental agency with jurisdiction over the Tax Credit Financing as may be necessary to close and commence construction of the Project. The **Parties** acknowledge that obtaining the **Tax Credit Financing** is part of a competitive process and an award is not guaranteed. In the event that the **Developer** is unable to obtain the **Tax Credit Financing** in the next available round of applications, anticipated to be September 12, 2019, then the **Developer** will continue to pursue the **Tax Credit Financing** in succeeding rounds, unless the **Developer** or the **Township** reasonably determines that there is no reasonable prospect for obtaining the **Tax Credit Financing**, in which event the **Developer** or the **Township** will notify the other **Party** in writing and this **Agreement** will terminate with no further liability between the **Parties**.

5. **Financial Agreement and Resolution of Need.**

a. A resolution of need (the "**Resolution of Need**") is required by **HMFA** in order to file the application for the **Tax Credit Financing**. The **Parties** acknowledge that the **Resolution of Need** has been adopted and is attached as **Exhibit C**.

b. A Financial Agreement (the "**Financial Agreement**") establishing a payment in lieu of taxes for the **Project** is required by **HMFA** to file the application for **Tax Credit Financing**. The **Township** agrees to process the **Financial Agreement** in due course generally in the form attached as "**Exhibit D**". The process of reviewing and considering the approval of the **Financial Agreement** shall be conducted in accordance with all **Applicable Laws** including the public's right to participation.

6. **The Donation Agreement.** The **Donation Agreement** is attached hereto as "**Exhibit E**" and is in full force and effect with no known defaults. The **Township** will provide the **Developer** with all material notices sent or delivered under the **Donation Agreement**.

7. **The Developer's Warranties.** The **Developer** hereby represents and warrants to, and covenants with, the **Township** that:

a. The **Developer** is a single purpose limited liability company formed in the State of New Jersey and has all requisite power and authority to enter into this **Agreement**.

b. The execution, delivery and performance by the **Developer** of this **Agreement** have been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating agreement (now or as amended) of the **Developer** or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the **Developer** is a party or by which the **Developer** or its material assets may be bound or affected.

c. The person executing this **Agreement** on behalf of the **Developer** has been duly authorized and empowered and this **Agreement** has been duly executed and delivered by the **Developer** and constitutes the valid and binding obligation of the **Developer**.

d. No suit is pending against or affects the **Developer** or any affiliated entity which could have a material adverse effect upon the **Developer's**, or any affiliated entity's, performance under this **Agreement** or the financial condition or business of the **Developer** or any affiliated entity. There are no outstanding judgments against the **Developer** or any affiliated entity that would have a material adverse effect upon the assets or properties of the **Developer** or any affiliated entity, or which would materially impair or limit the ability of the **Developer** to enter into or carry out the transactions contemplated by this **Agreement**.

e. This **Agreement** is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the **Developer** is a party or is otherwise subject.

f. Neither the **Developer** nor any affiliated entity has received any notice as of the date of this **Agreement** asserting any noncompliance in any material respect by the **Developer** or any affiliated entity with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or of any other state or municipality or agency. Neither the **Developer** nor any affiliated entity is in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority that is in any respect material to the transactions contemplated hereby.

8. **Assignment and The Township's Approval of Transfer of the Premises.**

a. The **Developer** recognizes the importance of the **Project** to the general welfare of the community and the **Township**, and understands that the identity of the **Developer**, its members, and its qualifications are critical to the **Township** in entering into this **Agreement**. Notwithstanding anything to the contrary contained in this **Agreement** or any other agreement attendant to the development of the **Project**, except as otherwise specifically set forth herein, the **Developer** shall have no right to sell, lease, or transfer (which shall include, without limitation, any direct or indirect transfer of 50% or more of the membership interest in the **Developer**), and the **Developer** shall not sell, lease or otherwise transfer, all or any portion of the **Premises** and/or the **Project** except as set forth in the **Financial Agreement** in the form attached as **Exhibit D** unless expressly authorized and approved in writing by the governing body of the Township, which approval shall not be unreasonably conditioned, delayed or withheld. The provisions of this Section 8a shall not apply to: (i) the lease of apartments within the **Project** to third parties; (ii) dedication to the **Township** or other governmental agency in accordance with **Applicable Laws** of roadways and other public areas; (iii) conveyance of utility and other necessary easements, (iv) a mortgage or other lien or encumbrance for the primary purpose of financing costs associated with development, construction and marketing of the **Project**; (v) a transfer resulting from a foreclosure, deed in lieu of foreclosure, or other similar proceeding; and (vi) transfer to a different limited liability company in which the principals of the **Developer** possess an ownership interest of 50% or greater. Except as set forth below, any conveyance of the **Premises** or any ownership interest in the **Developer** pursuant to this Section 8a shall provide that the assignee or transferee shall construct the **Project** in accordance with the **Zoning Ordinance** and this **Agreement**.

b. The **Parties** acknowledge that in order to complete the **Tax Credit Financing**, and as a condition thereof, at the time of closing on the **Tax Credit Financing**, the

operating agreement of the **Developer** will be amended and restated to include the necessary tax credit investor/syndicator. The ownership structure and terms of the amended and restated operating agreement will be in a form and with content as required and approved by **HMFA**. The amended and restated operating agreement, and the inclusion of the tax credit investor/syndicator in accordance with the terms set forth herein, will be permitted with no further approval from the **Township**. In the event that the **Developer** subsequently wishes to replace the tax credit investor/syndicator then so long as the financial condition and experience of the new tax credit investor/ syndicator are substantially the same as the original tax credit investor/syndicator, as determined in the **Township's** reasonable judgment, then such replacement shall be permitted upon approval of the **Township**. The **Township** reserves the right to request such documentation and information as is necessary in its reasonable discretion to make the determination concerning the replacement investor/syndicator's financial condition.

9. **Phase 2.**

a. As referenced in Section 1 above, the **Project** is defined as 150 age restricted affordable rental apartments to be developed and constructed in two separate and distinct phases of seventy-five 75 age restricted affordable rental apartments. **Phase 2** will be constructed in substantial conformity with the concept plans attached as **Exhibit B ("Phase 2 Concept Plan")**. It is intended that all of the terms and of this **Agreement** as they apply to the **Project** will apply equally to **Phase 2** unless specifically set forth to the contrary herein. The **Developer** will seek **Tax Credit Financing** for **Phase 2** in a subsequent round of financing, the timing of which shall be subject to the **Township's** advance approval, but is anticipated to be the 2020 round of **Tax Credit Financing**. Except as may be set forth to the contrary in this **Agreement**, The **Developer's** obligations to develop, construct, operate and manage **Phase 2** shall be identical to its obligations to develop, construct, operate and manage the **Project** as set forth in this **Agreement**, including but not limited to the Developer's obligation to comply with the **Fair Housing Laws**.

10. **Default and Remedies.**

a. In the event of a default of this **Agreement**, after written notice and expiration of applicable grace periods, the aggrieved **Party** will have all rights and remedies available at law or in equity, including the right of specific performance. In the event of any default under this **Agreement** by one party, the other **Party** shall provide written notice of such default and the defaulting party shall have thirty (30) days to effect a cure (provided, that if such breach could not reasonably be expected to be cured within such 30-day period but could reasonably be expected to be cured within ninety (90) days, such longer period of time, but not to exceed ninety (90) days, as is reasonably required to cure such default, provided further, however, that the defaulting **Party** shall promptly commence action within such 30-day period to cure such default and diligently pursue such curative action until such breach is cured).

b. If the breach or default is with respect to construction of the **Project**, or **Phase 2**, nothing contained in this Section or any other provision of this **Agreement** shall be deemed to permit or authorize a mortgage lender, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the **Project** (beyond the extent necessary to conserve or protect the lender's security, including improvements or

construction already begun) without first having expressly assumed the obligation to the **Township**, by written agreement reasonably satisfactory to the **Township**, to complete in a manner provided in this **Agreement** the **Project, Phase 2** or the part thereof to which the lien, interest or title of such lender relates.

c. The **Parties** shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this **Agreement**. Any delay in instituting or prosecuting any such action, proceeding or otherwise asserting rights under this **Agreement** shall not operate as a waiver of such rights or to deprive a party of or limit its rights in any way, except as specifically set forth in writing. The rights and remedies of the **Parties** to this **Agreement**, whether provided by law or by this **Agreement**, shall be cumulative, and the exercise by either **Party** of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default, or of any of its remedies for any other default by the other **Party**. No waiver made by either such **Party** with respect to the performance, or manner or time thereof, or any obligation of the other **Party** shall limit the **Party's** rights and remedies otherwise provided by law or by this **Agreement**.

d. Nothing set forth in this **Agreement** shall be construed to constitute waiver of any right by the **Township** to exercise police powers to the extent necessary to protect the health, safety, or welfare of the **Township's** citizens.

e. The **Parties** agree to reasonably mitigate damages due to a default.

f. Notwithstanding any federal, state or local statutes, rules, regulations, laws or ordinances to the contrary, Developer agrees that the use, development, construction, operation and management of the Premises shall at all times now and in the future be exclusively for age restricted affordable housing rental units unless otherwise expressly authorized and approved in writing by the governing body of the Township.

g. Failure of the Developer to develop, construct, operate and manage the Premises in accordance with this **Agreement** and all applicable federal, state and local statutes, rules, regulations, laws and ordinances shall be considered an event of default under this **Agreement**.

h. In addition to other remedies available by law, in the event of **Developer's** default and failure to cure after notice in accordance with this paragraph, and if such event occurs after the **Premises** is conveyed to the **Developer**, the **Township** may, at its option, take title to the **Premises**. Township's right to title shall be subordinate and subject to the rights of mortgage lenders and tax credit investors under the Tax Credit Financing. Prior to exercising its rights hereunder the **Township** will provide written notice of such event of default to all mortgage lenders of record and the tax credit investor, and such mortgage lenders of record and the tax credit investor, shall have the same rights to cure as the **Developer** under this **Agreement**. The **Township's** rights under this Section h will terminate automatically as to each **Phase** of the **Project** upon issuance of a final certificate of occupancy for each **Phase**.

11. **Notices to Parties.**

a. All notices, demands, requests or communication required or permitted to be given pursuant to this **Agreement** shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and certified with return receipt requested, or upon delivery by a nationally recognized overnight delivery service; provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the next business day after such posting. Any such notice, demand, request or communication shall be addressed and directed to the party to receive same at the address specified in the beginning of this **Agreement**.

b. A copy of all notices to the **Developer** shall also be sent to:

Joseph A. Del Duca
Walters Group
21 East Euclid Avenue, Suite 200
Haddonfield, New Jersey 08033

c. A copy of all notices to the **Township** shall also be sent to:

Township of Branchburg
1077 U.S. Highway Route 202
Branchburg, New Jersey, 08876
Attention: Township Clerk

d. Either **Party** may designate a different person or place to or at which notices or copies of notices shall be given by delivering a written notice to that effect to the other **Party**, which notice shall be effective after the same is actually received by the other **Party**.

12. **Miscellaneous.**

a. If either **Party** shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, shortages of labor or materials after due diligence in obtaining same, governmental restrictions, riots, insurrection, war, fire or other casualty, acts of God, terrorist acts, extreme or unexpected weather, floods or other natural disaster, or by reason of any cause beyond the exclusive and reasonable control of the **Party** delayed in performing work or doing acts required under the terms of this **Agreement** (any such delay or event is referred to as an event of "**Force Majeure**"), then the performance of any such act shall be extended for a period equivalent to the period of such delay.

b. If any of the provisions of this **Agreement**, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this **Agreement**, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this **Agreement** shall be valid and enforceable to the fullest extent permitted by law.

c. This **Agreement** has been made and entered into under the laws of the State of New Jersey and those laws shall control the interpretation of this **Agreement**. All claims of or arising out of this **Agreement** shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

d. This **Agreement** may not be amended, supplemented, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the **Parties** hereto.

e. This **Agreement** shall be binding upon the respective **Parties** hereto and their successors and permitted assigns.

f. The rights, title and interests of all third persons in and to the **Township's Premises** shall be subject to this **Agreement**, and the **Fair Housing Laws**.

g. Within fifteen (15) days following written request therefor by the **Developer**, or the **Developer's** mortgage lender, the **Township** shall issue a signed estoppel certificate either stating that this **Agreement** is in full force and effect and that there is no default under this **Agreement** (nor any event which, with the passage of time and the giving of notice would result in a default under this **Agreement**), or, if a default exists, stating the nature of the default or event. In the event the estoppel certificate discloses such a default or event, it shall also state the manner in which such default and/or event may be cured.

h. The captions of the paragraphs in this **Agreement** are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

i. This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. A facsimile transmission of an original signature shall be deemed to be an original signature.

j. Each of the **Parties** hereto agrees to execute and deliver, or cause to be executed and delivered, any and all further agreements, documents or instruments necessary to effectuate this **Agreement** and the transactions referred to herein or contemplated hereby or reasonably requested by the other **Party** to perfect or evidence its rights hereunder. Nothing contained in this **Agreement** may commit the **Township** to taking or refraining from taking any formal action as required by law governing municipal corporations.

k. The **Parties** acknowledge that each has had counsel review and revise this **Agreement**. The **Parties** agree that the **Agreement** has been jointly prepared and there shall be no negative inference drawn against either **Party** in the interpretation of the **Agreement**.

1. All exhibits to this **Agreement** are incorporated into the terms of this **Agreement**. The following constitute the Exhibits to this **Agreement**:

- | | |
|------------------|----------------------------------------------------------|
| Exhibit A | Subdivision Plan describing the Premises |
| Exhibit B | Concept Plan for Project-Phase 1 (B-1) and Phase 2 (B-2) |
| Exhibit C | Resolution of Need |
| Exhibit D | Financial Agreement |
| Exhibit E | Donation Agreement |

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the date first written above.

Attest:
Marguerite Schmitt
Township Clerk

TOWNSHIP:

TOWNSHIP OF BRANCHBURG

By: 
Mayor Anna Columbus

DEVELOPER:

BRANCHBURG SENIOR APARTMENTS LLC

By: 
Joseph A. Del Duca
Authorized Member

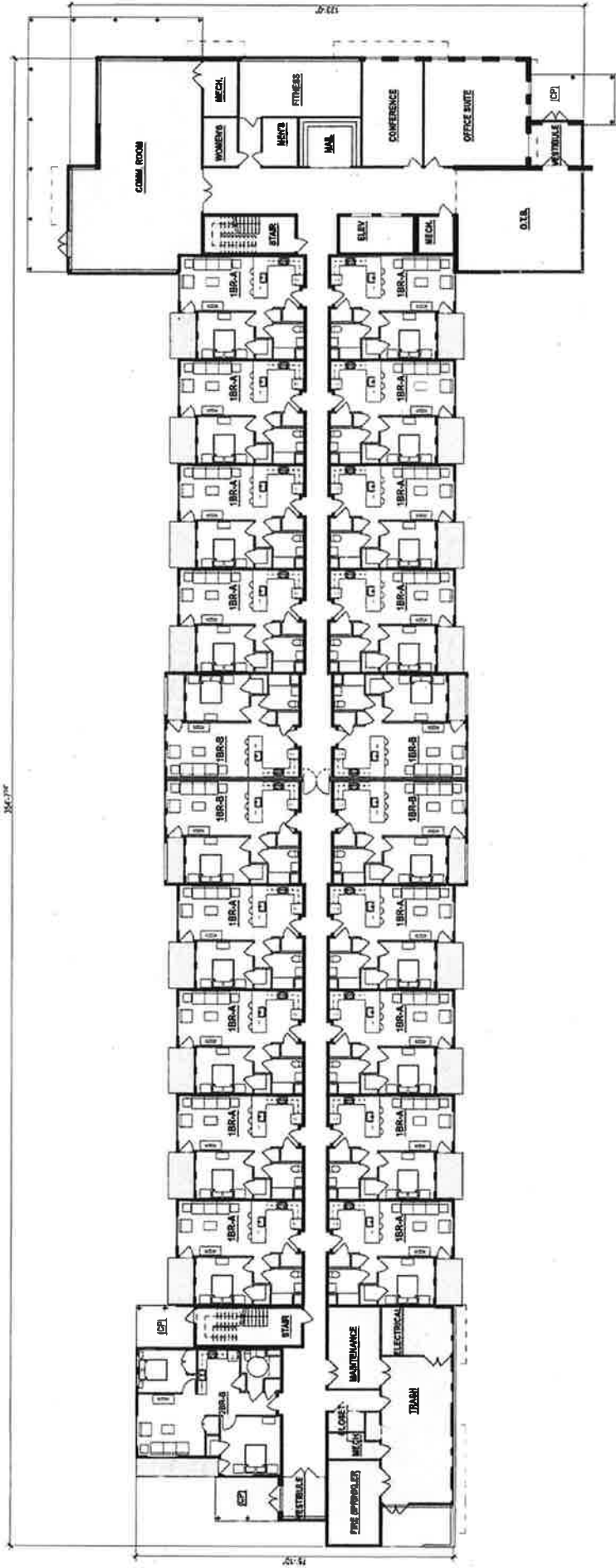




CORNERSTONE AT BRANCHBURG
RT 202 AND OLDYON ROAD BRANCHBURG, NJ
JAN 18/17 JON 18/17


EXTERIOR VIEWS

EXHIBIT "B"



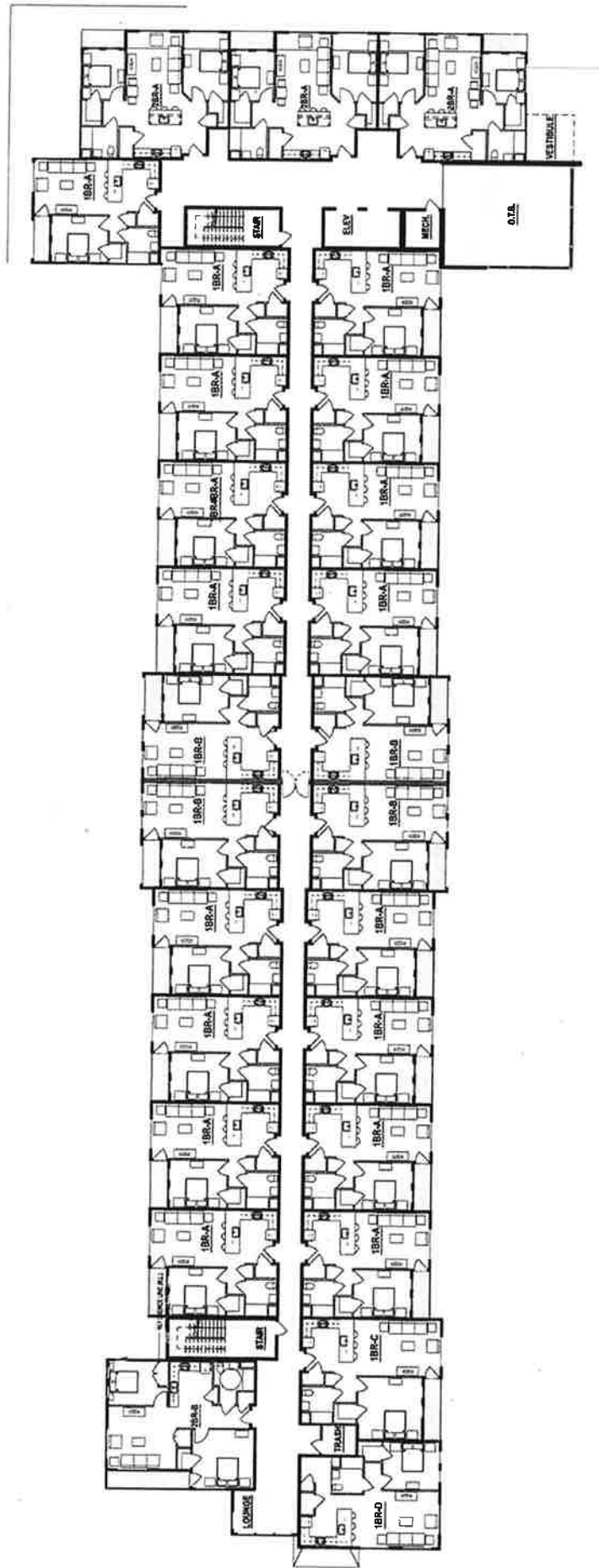
CORNERSTONE AT BRANCHBURG
 81 200 AND OLD YORK TURNING BRANCHBURG, NJ

FIRST FLOOR PLAN

walters. 

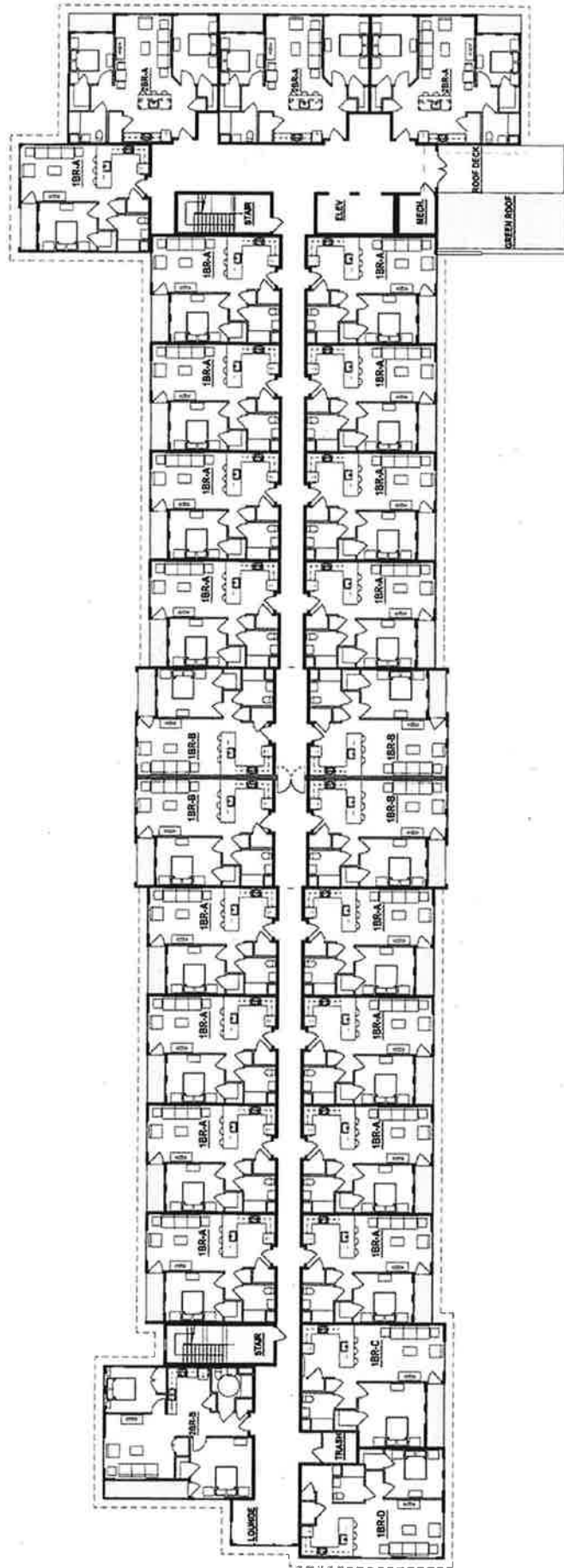
Haley
 Donovan





SECOND FLOOR PLAN

CORNERSTONE AT BRANCHBURG
 81.202 AND OLD YORK ROAD, BRANCHBURG, NJ
 08820-1212



CORNERSTONE AT BRANCHBURG
RT 202 AND OLD YORK ROAD, BRANCHBURG, NJ

THIRD FLOOR PLAN

walters.  Haley Donovan





2BR UNIT PLAN

100' TO SUITE



1BR UNIT PLAN

100' TO SUITE

EXHIBIT "C"

RESOLUTION

NO. 2019- 155

ADOPTED: JULY 8, 2019

WHEREAS, Branchburg Senior Apartments, LLC ("Sponsor") proposes to develop, construct, operate and manage a one hundred fifty (150) unit age restricted affordable housing rental apartment housing project ("Project") within the Township of Branchburg ("Township") on a portion of the property located on Old York Road and identified on the Branchburg Tax Map as Block 68.05, Lot 1, consisting of approximately 11.72 acres, more or less; and

WHEREAS, Sponsor shall develop and construct the Project in two separate and distinct phases of seventy-five (75) units with each phase being mutually exclusive and independent of the other; and

WHEREAS, Sponsor shall develop, construct, operate and manage each phase of the Project in accordance with the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq., and the regulations promulgated thereunder N.J.A.C. 5:80-1.1 et seq., ("HMFA Law"); and

WHEREAS, the Project will be subject to the HMFA Law and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency ("Agency"); and

WHEREAS, pursuant to the provisions of the HMFA Law, the Township Committee of the Township of Branchburg has determined a need for this housing Project in order for the Township to satisfy and fulfill its constitutional obligation to provide its fair share of affordable housing within the region; and


WHEREAS, the Sponsor has presented to the Township a revenue projection for Phase 1 of the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of Phase 1 of the Project as estimated by the Sponsor and the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey, as follows: (1) the Township Committee finds and determines that there exists a need for this housing Project in order for the Township to satisfy and fulfill its constitutional obligation to provide its fair share of affordable housing within the region; (2) the Township Committee does hereby adopt this Resolution and makes the

determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Law with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall own, develop, construct, operate and manage the Project; (3) the Township Committee does hereby adopt this Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Law, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the Township in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "A"; (4) the Mayor and Township Clerk are hereby authorized to execute on behalf of the Township the Agreement for Payments in Lieu of Taxes; and (5) the Township Committee understands and acknowledges the revenue projections set forth are estimates and the actual payments in lieu of taxes to be paid by the Sponsor to the Township shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and Township.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Anna Columbus
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	✓			
SCHWORN	✓			
BEATRICE				✓
PETRELLI	✓			
COLUMBUS	✓			

EXHIBIT "D"

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement made on September 10, 2019, between the Township of Branchburg, a municipal corporation of the State of New Jersey, having principal offices located at 1077 US Highway 202, Branchburg Township, New Jersey, 08876 ("Municipality") and Branchburg Senior Apartments, LLC, a limited liability company of the State of New Jersey, having principal office at 21 E. Euclid Avenue, Suite 200 Haddonfield, New Jersey, 08033 ("Sponsor"), and

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1, et. seq., ("HMFA Law") and a Resolution of the Township Committee of the Township of Branchburg dated July 8, 2019 ("Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency ("Agency"), N.J.S.A. 55:14K-37.
2. The Project, as more particularly described in the Resolution and below, is or will be situated on that parcel of land, consisting of approximately 9.413 acres, located on Old York Road and currently designated as a portion of Block 68.05, Lot 1 (and intended to be subdivided into a separate tax parcel) on the Township of Branchburg Tax Map. The term "Project" means the 150 senior age restricted and affordable rental income restricted apartment units on the property described above in accordance with the HMFA Law to be constructed in two separate and distinct phases of seventy-five (75) units in each phase.
3. As of the date the Sponsor executes a mortgage upon the Project in favor of the Agency ("Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.
4.
 - (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amounts as follows: (i) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to the amount of taxes that would otherwise be due for the property. "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project; (ii) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues, from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less the cost of vacancies, if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The estimated amount of payment in lieu of taxes to be paid is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 1 below.

5.

(a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to the Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division, for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers associated with the calculations of the sums due under this Agreement by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed Branchburg Senior Apartments, LLC, 21 E. Euclid Avenue, Suite 200, Haddonfield, New Jersey, 08033 or to such other address as the Sponsor may hereafter designate in writing; and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Branchburg, Township Administrator, 1077 U.S. Highway Route 202, Branchburg Township, New Jersey 08776 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Somerset County Superior Court, Chancery Division, to settle and resolve set dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a

sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement voluntarily for purposes set forth herein.


Witness

Branchburg Senior Apartments, LLC


Joseph A. Del Duca, Authorized Member

ATTEST:


Maggie Schmitt, Clerk

Township of Branchburg


Anna Columbus, Mayor

Exhibit A

Calculation of Annual Service Charge

**Based on 2019 rent levels*

	Phase 1	Phase 2	Project Total
Gross Rents	\$ 925,053	\$ 925,053	\$ 1,850,106
Less Vacancy	(45,753)	(45,753)	(91,506)
Less Utilities	(90,000)	(90,000)	(180,000)
Project Revenues	\$ 789,300	\$ 789,300	\$ 1,578,600
x PILOT Rate	6.28%	6.28%	6.28%
Annual Service Charge	\$ 49,568	\$ 49,568	\$ 99,136

EXHIBIT "E"

AGREEMENT FOR TRANSFER OF PROPERTY

This Agreement for Transfer of Property ("Agreement") is made on September 10, 2019, by and between Branchburg 202, LLC, with principal offices located at 205 Main Street, Chatham, New Jersey, 07928 ("Transferor") and the Township of Branchburg, a Municipal Corporation of the State of New Jersey, with principal offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey 08876 ("Township").

Whereas, Transferor owns a vacant parcel of land consisting of 33.733 acres located at the corner of U.S. Highway Route 202 and Old York Road and identified on the Municipal Tax Map as Block 68.05, Lot 1 ("Property"); and

Whereas, prior to adoption of Township Ordinance 2019-1357 establishing the AH5 Affordable Housing Zone, the Property was in the OL Office Laboratory Zoning District; and

Whereas, Branchburg 202, LLC, and Township discussed alternate zoning of the Property which includes subdivision of the Property in accordance with the Conceptual Subdivision Plan attached hereto as **Exhibit A** with proposed Block 68.05, Lot 1.01 consisting of 9.413 acres to be zoned for residential age restricted affordable housing ("Lot 1.01") and proposed Block 68.05, Lot 1.02 consisting of 24.320 acres to be zoned for retail service which the parties agree is consistent with its frontage on U.S. Highway Route 202 ("Lot 1.02"); and

Whereas, Branchburg 202, LLC, has agreed to donate to the Township the Lot 1.01 portion of the Property and the Township has agreed to rezone the Lot 1.01 portion of the Property for residential age restricted affordable housing and the Lot 1.02 portion of the Property for retail service; and

Now, Therefore, in consideration of the promises and the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Transferor and Township hereto agree as follows:

1. Subdivision of Property and Donation of Lot 1.01 Portion to the Township.

1.1. The transfer of title is contingent upon Lot 1 being subdivided into Lots 1.01 and 1.02 in accordance with the Conceptual Subdivision Plan attached hereto as **Exhibit A**. Transferor hereby consents and agrees to the subdivision of the Property in accordance with **Exhibit A**. Transferor agrees to execute all documents required for the subdivision of the Property.

1.2. Transferor agrees to donate to the Township the Lot 1.01 portion of the Property following subdivision and adoption of Ordinances rezoning the Lot 1.01 portion of the Property for residential age restricted affordable housing and the Lot 1.02 portion of the Property for retail service in accordance with the R/S-4 Retail Service 4 Zone Ordinance. The Township agrees to promptly provide all documentation reasonably required by Transferor to obtain all permissible tax deductions.

1.3. Lot 1.01 shall consist of: (a) all that tract or parcel of land ground consisting of approximately 9.413 acres, more or less, located on Old York Road in Branchburg Township, Somerset County, New Jersey, currently identified on the Municipal Tax Map as a portion of Block 68.05, Lot 1, and more particularly described on Exhibit A attached to and made a part hereof; and (b) any and all rights associated with the parcel described above, including any easements, covenants, claims of any nature and rights in public streets.

1.4. Lot 1.02 shall consist of: (a) all that tract or parcel of land ground consisting of approximately 24.32 acres, more or less, located on State Highway Route 202 and Old York Road in Branchburg Township, Somerset County, New Jersey, currently identified on the Municipal Tax Map as a portion of Block 68.05, Lot 1, and more particularly described on Exhibit A attached to and made a part hereof; and (b) any and all rights associated with the parcel described above, including any easements, covenants, claims of any nature and rights in public streets.

2. Lot 1.01 Development.

2.1. The Township intends to transfer Lot 1.01 to an affordable housing developer ("Developer") for the development, operation and management of 150 age restricted affordable housing rental units with associated amenities ("Project"). The intent is for the Project to be developed in two phases of 75 units each. The Project will be developed and constructed in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and the Uniform Housing Affordability Controls ("UHAC") regulations at N.J.A.C. 5:80-26.1, et seq., promulgated thereunder ("Fair Housing Laws").

3. Lot 1.01 Conveyance.

3.1. Lot 1.01 is being transferred to the Township in "AS IS WHERE IS" condition with all faults. Transferor makes no representation as to the value or condition of Lot 1.01 or any of the items included in the transfer.

3.2. Transferor agrees to permit Township full access to Lot 1.01 to perform any desired inspections subject to the insurance requirements of paragraph 5.9 of this Agreement. Township shall arrange for all inspections of Lot 1.01 within 30 days of the full execution of this Agreement. Township retains the right to cancel this Agreement based on any adverse conditions revealed during the inspections of Lot 1.01.

3.3. Transferor states to the best of its knowledge, information and belief, without having performed any investigation, there are no improvements on Lot 1.01 and to the best of its knowledge, information and belief, without having performed any investigation, there are no improvements on adjoining properties extending across the boundary lines and onto Lot 1.01. The Township is relying solely upon its survey and own investigation of Lot 1.01.

3.4. Transferor is the owner of and has good and marketable title to Lot 1.01. Transferor has not transferred any rights or placed any restrictions on Lot 1.01. Transferor agrees to convey clear and marketable title to Township at the closing of title subject to restrictions of record

provided they do not prevent the intended development and free from liens and encumbrances. Title to Lot 1.01 shall be marketable and insurable at regular rates.

3.5. Transferor states to the best of its knowledge, information and belief, without having performed any investigation, that there are no adverse environmental conditions on Lot 1.01. Transferor agrees to permit Township full access to Lot 1.01 to perform any desired environmental inspections subject to the insurance requirements of paragraph 5.9 of this Agreement. Environmental investigations shall not be performed by a licensed site remediation professional. Township shall arrange for all environmental inspections of Lot 1.01 within 30 days of the full execution of this Agreement. Township retains the right to cancel this Agreement based on any adverse environmental conditions revealed during the inspections of Lot 1.01.

3.6. Transferor states to the best of its knowledge, information and belief, without having performed any investigation, that there are no underground storage tanks of any kind on Lot 1.01. Transferor agrees to permit Township full access to Lot 1.01 to perform any desired inspections for underground storage tanks subject to the insurance requirements of paragraph 5.9 of this Agreement. Environmental investigations shall not be performed by a licensed site remediation professional. Township shall arrange for all inspections to determine the presence of underground storage tanks within 30 days of the full execution of this Agreement. Township retains the right to cancel this Agreement based on any underground storage tanks being located on Lot 1.01.

3.7. All existing mortgages and liens against the Property shall be paid off at the time of closing. All taxes and sewer charges are to be prorated to the date of the closing of title.

3.8. Transferor will provide Township with a fully executed Bargain and Sale Deed with Covenants against Grantor's Acts, Affidavit of Title, Affidavit of Consideration, Seller's Residency Certification and any other documents that may be reasonably required by the Title Company to transfer ownership of Lot 1.01 to the Township.

3.9. This Agreement and transfer of title is contingent upon the introduction and adoption of an Ordinance authorizing the transaction in accordance with the requirements of the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et. seq. This Agreement and transfer of title is also contingent upon the introduction and adoption of Ordinances rezoning the Lot 1.01 portion of the Property for residential age restricted affordable housing and the Lot 1.02 portion of the Property for retail service in accordance with the R/S-4 Retail Service 4 Zone Ordinance. For avoidance of all doubt, introduction and adoption shall mean that all time periods to appeal the respective ordinances shall have lapsed.

3.10. The closing of title shall take place within thirty (30) days from the expiration of the appeal period pertaining to the introduction and adoption of the Ordinances referenced in this Agreement and the satisfaction or waiver of all other contingencies set forth in this Agreement. The closing of title shall take place at the law office of DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., 15 Mountain Boulevard, Warren, New Jersey or by mail.

4. Development of Lot 1.02.

4.1. The transfer of title is contingent upon, the Transferor and Township entering into: (i) a mutually satisfactory reciprocal or cross access easement agreement for the construction, maintenance, repair and replacement of all shared roads and sidewalks used for means of ingress from and egress to Old York Road and State Highway Route 202, for all manner of vehicles and all adjoining pedestrian walkways for all pedestrians; and (ii) a mutually satisfactory reciprocal utility easement agreement for the lawful construction, installation, maintenance, operation, repair and use of underground sanitary sewer pipes and related underground sanitary sewer facilities, underground water pipes and other utilities including, but not limited to, gas, electric, coaxial cables, fiber optic cables and such other utilities.

5. Miscellaneous Provisions.

5.1. This Agreement is the entire and only Agreement made between the parties with respect to the Property. Neither party has made any promises or guarantees of or affecting the Property which are not contained herein. This Agreement binds the Transferor and Township and their respective successors and assigns and it replaces and cancels any previous Agreements between them. This Agreement can only be modified by an Agreement in writing signed by both parties. It is understood that in the event of breach of this Agreement, the non-breaching party shall have a claim for specific performance. Neither party shall be liable to the other for special damages.

5.2. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. All claims of or arising out of this Agreement shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

5.3. All notices pertaining to this Agreement shall be in writing. All notices shall be sent to the other party by certified mail, personal delivery, ordinary mail or facsimile transmission with proof of receipt. Notices shall be considered effective if sent to the parties' attorneys.

5.4. This Agreement may be executed electronically in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. A facsimile transmission of an original signature shall be deemed to be an original signature.

5.5. The parties hereto agree to execute and deliver, or cause to be executed and delivered, any and all further agreements, documents or instruments necessary to effectuate this Agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence its rights hereunder.

5.6. The parties represent and warrant to each other that no real estate broker or other party with a right or claim to a real estate commission, finder's fee or other compensation in the nature of a real estate commission was involved negotiating this transaction. The parties indemnify and hold each other harmless from any third party claiming a right to such a commission or compensation under or through that party.

5.7. The parties acknowledge that each has had counsel review and revise this Agreement. The parties agree that this Agreement has been jointly prepared and there shall be no negative inference drawn against either party in the interpretation of this Agreement.

5.8. By execution of this Agreement, the signatories represent they have full legal power and authority to execute this Agreement for the purposes expressed herein and to bind the parties hereto.

5.9. At least two (2) days before any person entering onto the Property, the Township shall provide and deliver to the Transferor a certificate of insurance evidencing comprehensive policy of liability insurance for the benefit of and naming Transferor as an additional insured, protecting Transferor against any liability whatsoever occasioned by an occurrence on or about the Property or any appurtenances thereto. Such policy is to be written by an insurance company qualified to do business in the State of New Jersey and the limits of liability shall not be less than the amount of One Million Dollars (\$1,000,000) with respect to any one person, with respect to any one accident and with respect to property damage. This provision shall expire upon the closing and transfer of title to Lot 1.01 or termination of this Agreement.

In Witness Whereof, the parties hereby execute this Agreement voluntarily for the purposes set forth herein to be effective the date and year first written above.

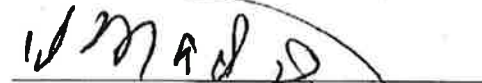
Branchburg 202, LLC

Witness



Witness

Robert Cronheim, Manager



David Mandelbaum, Manager



Marguerite Schmitt, Clerk

Township of Branchburg




Anna Columbus, Mayor

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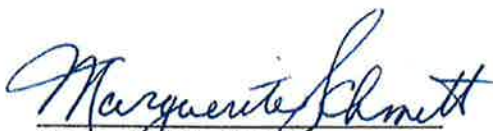
Witness

Branchburg 202, LLC


Robert Cronheim, Manager

Witness

David Mandelbaum, Manager



Marguerite Schmitt, Clerk

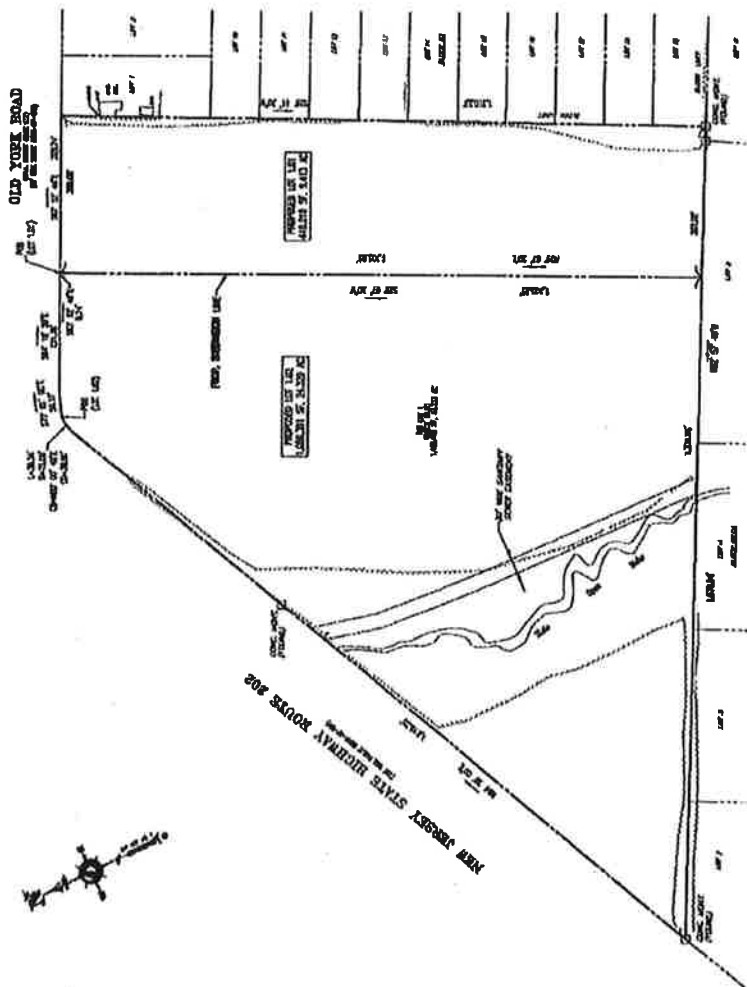
Township of Branchburg


Anna Columbus, Mayor

THE

1932-1933, 1934-1935, 1936-1937, 1938-1939, 1940-1941, 1942-1943, 1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 26

There are many reasons why you should consider a career in the U.S. Postal Service. For one, you'll be part of a team that's responsible for delivering mail to every home and business in the country. You'll also have the opportunity to work in a variety of settings, from rural areas to big cities. And, best of all, you'll be able to make a difference in the lives of the people you serve.

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Anticipated Development Schedule - Phase I	
Phase I - Final Site Plan Approval	May 2020
Phase I - All Building Permits, Approvals	July 2020
Phase I - Close on Financing	August 2020
Phase I - Construction Begins	
Phase I - Begin Advertising	December 2021
Phase I - Construction Ends	April 2022
Phase I - 100% Occupancy	February 2023
Phase I - Conversion to Perm Financing	August 2023

Anticipated Development Schedule - Phase II	
Phase II - Preliminary Site Plan Approval	May 2020
Phase II - LIHTC Application	July 2020
Phase II - LIHTC Award	November 2020
Phase II - Final Site Plan Approval	May 2021
Phase II - All Building Permits, Approvals	July 2021
Phase II - Close on Financing	August 2021
Phase II - Construction Begins	
Phase II - Begin Advertising	December 2022
Phase II - Construction Ends	April 2023
Phase II - 100% Occupancy	February 2024
Phase II - Conversion to Perm Financing	August 2025

Sources/Uses of Funds			
Branchburg 9% Senior Transaction - Phase I			
75 Units			
	Amount	\$/unit	%
Permanent Mortgage*	4,065,000	54,200	23%
LIHTC Equity*	12,396,740	165,290	71%
Deferred Developer Equity	1,020,194	13,603	6%
Total Sources of Funds	\$17,481,934	233,092	
Acquisition Costs	1	0	0%
Title	82,500	1,100	0%
Construction Costs**	11,241,488	149,887	64%
FF&E	150,000	2,000	1%
Professional Costs**	1,678,313	22,378	10%
Lease-up & Marketing	13,911	185	0%
Financing/Overhead*	3,318,767	44,250	19%
State Agency Fees & Reserves	996,954	13,293	6%
Total Uses of Funds	\$17,481,934	233,092	
Shortfall/Surplus	0		

**Assumes 2019 HUD income limits; Feb 2020 market financing conditions*



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2021 Apr 19 08:53 AM
BK: 7333 PGS: 440-469
Instrument # 2021024898
Doc Type: TWP AGTDEED
Fee: \$11.00

(Official Use Only)

DATE OF DOCUMENT: MARCH 26, 2021	TYPE OF DOCUMENT: <small>Development and Affordable Housing and Property Transfer Agreement</small>
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) TOWNSHIP OF BRANCHBURG	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) BRANCHBURG SENIOR II LLC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE: BRANCHBURG TOWNSHIP C/O MARGUERTIE SCHMITT, CLERK 1077 US HIGHWAY 202 BRANCHBURG, NJ 08876
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

<p>DO NOT REMOVE THIS PAGE</p> <p>THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD</p> <p>RETAIN THIS PAGE FOR FUTURE REFERENCE</p>

**Development, Affordable Housing and Property Transfer Agreement
Block 68.05, Lots 1.01, Township of Branchburg, Somerset County, New Jersey**

This Development, Affordable Housing and Property Transfer Agreement ("Agreement") is made on March 26, 2021, by and between the Township of Branchburg, a municipal corporation of the State of New Jersey, with offices located at 1077 U.S. Highway Route 202, Branchburg, New Jersey 08876 ("Township") and Branchburg Senior II LLC, a Limited Liability Company of the State of New Jersey, with offices located at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08033 ("Developer").

Whereas, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., requires each municipality in New Jersey to provide its fair share of affordable housing; and

Whereas, Branchburg 202, LLC, ("Branchburg 202") was the owner of the property designated as Block 68.05, Lot 1, on the Tax Map of the Township of Branchburg, Somerset County, New Jersey, consisting of approximately 33.733 acres of land ("Property"); and

Whereas, the Property is located at the corner of State Highway Route 202 North and Old York Road; and

Whereas, the Township and Branchburg 202 entered into an Agreement for Transfer of Property wherein the Property would be subdivided for affordable housing and retail service with the affordable housing portion of the Property to be donated by Branchburg 202 to the Township for a municipally sponsored affordable housing project; and

Whereas, Developer is an experienced developer of affordable housing that expressed interest in owning, constructing, maintaining, operating and managing an age restricted affordable housing rental development in the Township to assist the Township in meeting its third round affordable housing obligation; and

Whereas, Township and Branchburg Senior Apartments LLC, entered into a Development and Property Transfer Agreement, dated September 10, 2019, ("Transfer Agreement") for the development, construction, ownership and management of the municipally sponsored affordable housing project consisting of age restricted affordable housing rental units with associated amenities and improvements on the affordable housing portion of the Property which Transfer Agreement remains in full force and effect; and

Whereas, the Township adopted zoning ordinances permitting the development of the affordable housing portion of the Property with age restricted affordable housing rental units with associated amenities and improvements; and

Whereas, Branchburg Senior Apartments LLC, submitted Applications and Plans to the Township of Branchburg Planning Board (“Board”) under Case Nos.: 19-012 and 2020-004P to subdivide the Property and construct on the affordable housing portion of the Property age restricted affordable housing rental units with associated amenities and improvements which Applications and Plans were approved by the Board (“Project”); and

Whereas, in accordance with the Board approval a “Final Plat: Branchburg Senior Apartments” was prepared by Dynamic Survey, LLC, subdividing the Property into three (3) separate lots designated as Block 68.05, Lots 1, 1.01 and 1.02 filed with the Somerset County Clerk on March 23, 2021 at Book 7323, Page 1477, Instrument No.: 2021018903; and

Whereas, Branchburg Senior II LLC, will develop, construct, maintain, operate, manage and own seventy five (75) age restricted affordable housing rental units with associated amenities and improvements on the portion of the Affordable Housing Property identified as Block 68.05, Lot 1.01 (Lot 1.01 hereinafter referred to as the “Affordable Housing Property”); and

Whereas, Township and Developer now wish to enter into this Agreement setting forth the terms and conditions for the development, construction, maintenance, operation, management and ownership by Developer of the seventy-five (75) age restricted affordable housing rental units with associated amenities and improvements on the Affordable Housing Property and the transfer of ownership of the Affordable Housing Property to Developer for such purpose.

Now, Therefore, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Recitals. The recitals set forth above of are hereby incorporated into this Agreement. The Transfer Agreement is incorporated by reference.
2. Development of Project. Developer shall development the Project in accordance with the approved plans and specifications, ordinances of the Township and Resolutions of the Board. All work shall be performed in full compliance with applicable federal, state and local statutes, rules, regulations, codes and ordinances. Developer shall be responsible for securing any and all required permits and approvals and payment of all required fees, escrows and guarantees.
3. Development Provisions. Developer hereby agrees to comply with the following: (a) develop the Affordable Housing Property in accordance with the Land Development and other applicable Ordinances of the Township, approved plans and Resolutions incorporated herein and made a part hereof; (b) construct all utilities underground; (c) perform road excavation and grading operations under the supervision of a licensed professional engineer, when necessary, so that rainfall run-off will not create problems or erosion flooding or the deposit of mud and debris on abutting properties with said engineer advising the Township Engineer of the measures to be taken to accomplish same; (d) plug at the start of construction connections to existing sanitary sewers which shall not be opened until the line has passed a leakage test and has been inspected

and approved by the Township Engineer; (e) comply with any and all other federal, state, county and municipal statutes, rules, regulations, codes and ordinances and obtain all necessary approvals and permits from all government agencies, boards or bodies having jurisdiction over the Project; (f) implement a Soil Erosion and Sediment Control Plan prior to the commencement of site construction; (g) prior to site disturbance have a pre-construction meeting with the Township Engineer and submit an Affidavit of Compliance demonstrating compliance with all conditions of approval and possession of all necessary governmental approvals; (h) comply with all reports, directives and requirements of the Township Engineer, Planner, Zoning Officer, Construction Official, Health Officer, Environmental Commission, Fire Marshal and Board Traffic Consultants except as modified by the Board; (i) pay all sewer and water connection fees; (j) obtain any permits or approvals required from Somerset Union Soil Conservation District and New Jersey Department of Environmental Protection; (k) coordinate the sequence of construction of all improvements with the Township Engineer; (l) plant all trees in accordance with the approved plans and Township Ordinances; and (m) remove from the Affordable Housing Property all stumps, dead trees or debris related to or resulting from the construction.

4. Drainage and Grading. Developer hereby agrees to comply with the following drainage and grading provisions: (a) all springs with water emanating therefrom shall be piped to the nearest available storm sewer in a manner approved by the Township Engineer; (b) all areas shall be properly graded and drained in a manner approved by the Township Engineer; (c) in the event any stormwater runoff or drainage problem is created on adjoining properties by the development of the Affordable Housing Property, Developer shall undertake corrective measures as directed by the Township Engineer to alleviate the issue; and (d) prior to construction, Developer and the Township Engineer shall examine the Township's storm sewers that may be affected by the construction in order to determine whether there is any additional soil or debris to be removed after the completion of construction and Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris during the course of construction.

5. Stormwater Facilities Maintenance. Developer shall enter into a Stormwater Facilities Maintenance Agreement with the Township in a form approved by the Township Attorney which shall be recorded with the Somerset County Clerk. Developer shall be responsible for the construction, inspection, maintenance, repair and replacement of all stormwater management, storm sewers, stormwater basins and drainage facilities on the Affordable Housing Property and the record keeping and reporting associated therewith in accordance with all federal, state and local statutes, rules, regulations, codes and ordinances as well as the approved plans for the Project and all guidelines and regulations of the New Jersey Department of Environmental Protection. The Stormwater Facilities Maintenance Agreement shall provide the Township with rights of access to the Affordable Housing Property for inspection and mechanisms for enforcement of Developer's obligations. Prior to the issuance of any Certificates of Occupancy,

Developer shall provide the Township Engineer with final as built plans for all stormwater facilities and site improvements.

6. Sanitary Sewer Improvements. Developer shall be responsible for the construction of all sanitary sewer improvements as may be required to accommodate the Project. Developer agrees to pay directly to Township and Somerset Raritan Valley Sewerage Authority all applicable sewer connection fees related to the Project. The sewer connection fees shall be paid in full concurrent with the issuance of each building permit. Township shall not issue any building permits until said sewer connection fees are paid in full by Developer.

Developer shall be responsible for the construction, inspection, maintenance, repair and replacement of all sanitary sewer improvements located on the Affordable Housing Property as depicted on the approved plans. Developer hereby grants Township access to the Affordable Housing Property for the purpose of inspection of the sanitary sewer improvements. Such inspection shall be at times deemed appropriate by Township and may be conducted without prior notification to Developer. In the event Township determines the sanitary sewer improvements are in need of maintenance, repair or replacement, Township shall provide written notice of such to Developer. Developer shall perform the maintenance, repairs and replacement as identified by Township within the time frame set forth by the Township Engineer. In the event Developer fails to do so, Township may enter the Affordable Housing Property and perform the necessary maintenance, repairs and replacement and Developer shall be liable and agrees to reimburse Township for all costs and expenses associated therewith. Such costs and expenses shall be due and payable by Developer to Township within thirty (30) days of Township's request for reimbursement and shall be a lien upon the Affordable Housing Property and payable as any other taxes pertaining to the Affordable Housing Property.

7. Construction Observation. Developer shall not undertake any construction work without prior authorization from the Township Engineer. A representative of the Township Engineer will be present for the construction of the site work. Forty-Eight (48) hours notice shall be provided for all site observations. Site observation is required for all work delineated by the Township Engineer at the preconstruction meeting.

8. Maintenance of Affordable Housing Property. During the course of construction and until the time of final acceptance of the Project, Developer shall: (1) keep the Affordable Housing Property reasonably free of dirt, stone, mud and other debris, and use every effort to prevent dust from blowing on any neighboring properties in the Township; (2) keep all highways, streets and roadways used by trucks or equipment of Developer or its agents reasonably clean; and (3) maintain and keep all storm drainage within the Affordable Housing Property free from accumulation of debris and leaves. Final acceptance of the Project for the purpose of this provision is deemed to be the date upon which all final Certificates of Occupancy have been issued for the Project.

9. Township Observation, Access and Inspections. The Township and its employees, representatives, agents and consultants shall be given free access to the Affordable Housing Property to observe the construction of the Project. The Developer shall nonetheless be solely responsible for the construction of the Project, management and safety of the work site and compliance with all applicable federal, state and local statutes, rules, regulations, codes and ordinances.

10. Withholding Permits/Certificates of Occupancy. Developer understands and agrees that in the event of any violation of the terms of this Agreement, the Township may, in its discretion, withhold the issuance of any further building permits and/or certificates of occupancy for each phase of construction until the violation has been corrected or issue appropriate stop work orders.

11. Performance Guarantee. Intentionally Omitted.

12. Maintenance Guarantee. Upon completion of the construction of all improvements and issuance of all required final Certificates of Occupancy, Developer shall post a maintenance guarantee with the Township in a form approved by the Township Attorney and in the amount determined by the Township Engineer in accordance with Township Ordinances and the Municipal Land Use Law. For a period of two (2) years after the acceptance of the improvements by the Township, Developer agrees to maintain the site improvements covered by the maintenance guarantee. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Township.

13. Inspection, Professional and Other Fees. Prior to the issuance of the signed plans, Developer shall provide the Township with a cash deposit in an amount determined by the Township Engineer for inspection, professional and other fees associated with the Project including those associated with this Agreement and any other agreements with the Township. Developer agrees that all inspection, professional and other fees incurred by the Township in reference to the Project including those associated with this Agreement and any other agreements with the Township shall be paid out of the posted escrow. Developer shall make additional cash deposits as may be required by the Township Engineer and shall pay any balance due and owing within thirty (30) days. Upon completion and acceptance of the Project by the Township, any cash balance remaining shall be returned to Developer. Developer shall retain all rights and remedies as set forth in the Municipal Land Use Law pertaining to such fees and escrows.

Developer shall be responsible for any and all construction work and related costs associated with the installation and construction of all water and sewer lines and equipment from the off-site mains to the Affordable Housing Property. Developer shall also be responsible for all water and sewer connection fees to be charged to the Project in accordance with N.J.S.A. 40:14A-8.3 and 40:14B-22.3 regulating municipal utility departments or non-municipal utility providers for water service and the connection fees that are permitted to be charged to affordable housing projects. No affordable housing development fees shall be imposed in connection with the

Project. Developer shall be responsible for all other applicable fees associated with the Project, including, but not limited to, applications, permits, inspections, professional reviews and other fees.

14. Building Permits. In consideration of the execution of this Agreement, the posting of the guarantees and deposits required, and after complying with the terms and conditions of the Resolutions, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, Developer shall be entitled to a building permit after proper application has been made to the Construction Official of the Township and subject to this Agreement, the Transfer Agreement and all laws, rules and regulations applicable to this Project.

15. Assignments/Transfers Affordable Housing Property. Developer recognizes the importance of the Project to the general welfare of the community and the Township, and understands that the identity of the Developer, its members, and its qualifications are critical to the Township in entering into this Agreement. Notwithstanding anything to the contrary contained in this Agreement or any other agreement attendant to the development of the Project, except as otherwise specifically set forth herein, the Developer shall have no right to sell, lease, or transfer (which shall include, without limitation, any direct or indirect transfer of 50% or more of the membership interest in the Developer), and the Developer shall not sell, lease or otherwise transfer, all or any portion of the Affordable Housing Property and/or the Project unless expressly authorized and approved in writing by the governing body of the Township, which approval shall not be unreasonably conditioned, delayed or withheld. The provisions of this section shall not apply to: (i) the lease of apartments within the Project to third parties; (ii) dedication to the Township or other governmental agency in accordance with Applicable Laws of roadways and other public areas; (iii) conveyance of utility and other necessary easements, (iv) a mortgage or other lien or encumbrance for the primary purpose of financing costs associated with development, construction and marketing of the Project; (v) a transfer resulting from a foreclosure, deed in lieu of foreclosure, or other similar proceeding; or (vi) transfer to a different limited liability company in which the principals of the Developer possess an ownership interest of 50% or greater of the managing member. Any conveyance of the Affordable Housing Property or any ownership interest in the Developer pursuant to this section shall provide that the assignee or transferee shall construct the Project in accordance with the Zoning Ordinance and this Agreement. In addition, neither the withdrawal, removal, replacement and/or addition of a managing member or investor member of Developer pursuant to the terms of the Developer's Operating Agreement shall require the consent of Township or cause a default under this Agreement.

16. Completion of Improvements/Surety Bond. The Project shall be fully completed by Developer within three (3) years of the date this Agreement or any extensions thereof granted by the Township Committee. This means all improvements must be completed in accordance with the approved plans and Certificates of Occupancy issued for all seventy five (75) age restricted affordable housing rental units. Temporary Certificates of Occupancy for each residential floor

of the buildings may be issued upon request of Developer and at the discretion of the Construction Official. Developer shall obtain a Performance Bond in a sufficient amount to ensure the Project will be constructed in accordance with the approved plans and Resolutions in the event of Developer's default. Developer represents such a Performance Bond will be required as part of Developer's financing of the Project. Developer agrees to add the Township as an insured under such Performance Bond. The Performance Bond shall be from a licensed surety in the State of New Jersey. In the event Developer fails to fulfill its obligations under this Agreement or complete construction of Project and obtain Certificates of Occupancy for all units within three (3) years from the date of this Agreement or any extension thereof granted by the Township Committee, the Township shall be entitled to make claim under the Performance Bond for completion of the Project. The Performance Bond shall remain in effect until all improvements are completed and final certificates of occupancy issued.

17. Release of Plans. Any payments of fees and posting of bonds or other performance guarantee required to be performed by Developer in this Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the plans for release to Developer for issuance of building permits.

18. Affordable Housing Rental Units. The Project will be constructed, operated, marketed, rented and maintained in strict accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations or ordinances (collectively "Fair Housing Laws"). Occupancy of the units shall be restricted to very low, low and moderate income households with a minimum of 10 units restricted to very low income households in accordance with the Fair Housing Laws. Developer shall be responsible for income qualification for the Project and the filing of all monitoring and reporting forms for the Project. Developer shall cooperate with the Township in providing any information that is necessary to complete the Township's annual monitoring.

Developer shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (c) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (d) ensure all the Affordable Housing Rental Units are occupied by qualified income and age restricted households.

19. Age Restrictions on Affordable Housing Rental Units. The Affordable Housing Property shall be constructed, operated, marketed, rented and maintained as a senior residential community. The Project will be operated by Developer as "55 or over housing" so as to qualify

as "housing for older persons" as such term is defined in the Fair Housing Act, 42 U.S.C. §3601 et seq. ("Act"). In compliance with the Act, at least eighty percent (80%) of the units are to be occupied by households having at least one individual of the age of 55 years or over.

Notwithstanding the foregoing, these restrictions shall not be applicable to the units in the Project that are required by the New Jersey Housing and Mortgage Finance Agency to be set aside by the Developer for housing for individuals with special needs pursuant to the Low Income Housing Tax Credit Qualified Allocation Plan. Permanent occupancy by children under the age of 18 is not permitted, unless, such person is a handicapped dependent protected by the Act. Nothing herein is intended to prohibit the visitation, including overnight stays, by children under the age of 18 years who are family members or guests of the residents. Permitted visitations must not exceed 29 consecutive days or more than a total of 60 days in any calendar year.

20. Record Drawings. Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by Developer on the Affordable Housing Property and off-tract, if required. Said record drawings shall be in conformance with applicable Township standards and shall be both in hard copy and on disc. If applicable, a final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.

21. Developer Conveyances. Developer shall provide the Township with all required dedications, easements and rights of way indicated on the plans or as required by the Board or Township Ordinance. Said dedications, easements or rights of way shall be in a form approved by the Township Attorney and contain all required documentation for filing with the Somerset County Clerk. Developer shall be responsible for all costs incurred by Township pertaining to the preparation, review and recording of said dedications, easements and rights of way.

22. Compliance with Applicable Laws and Indemnification. Developer shall comply with all federal, state and local statutes, rules, regulations, codes and ordinances. Failure to comply shall be deemed an event of default under this Agreement. Developer agrees to indemnify, defend and hold harmless the Township, its officials, officers, agents, servants, representatives, and employees, from and against, any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from Developer's negligence, willful misconduct or failure to perform its obligations under this Agreement. Developer agrees to pay and reimburse the Township for any and all costs and expenses, including, but not limited to, attorney's fees, court costs and expert witness fees.

23. Transfer of Property. Subject to the satisfaction of all of the terms and conditions set forth in this Agreement, the Township agrees to convey the Affordable Housing Property to Developer. The Affordable Housing Property shall be conveyed in its current condition, normal wear and tear excepted. Developer acknowledges that it has inspected the Affordable Housing Property and is satisfied with the condition of the Affordable Housing Property. Title to the

Affordable Housing Property shall be good and marketable and subject only to such easements, restrictions, covenants and other encumbrances of record which do not materially and adversely affect the construction, use and occupancy of the Project. Title to the Affordable Housing Property shall be conveyed by Bargain and Sale Deed. The Township will sign an owner's affidavit of title and such other customary documents of conveyance as the Developer's title company reasonably requests so that the title company will issue a title policy consistent with the requirements of this Agreement.

The Deed conveying the Affordable Housing Property to Developer shall include restrictions and covenants which shall run with the land in perpetuity and be included in any conveyances or leases of the property. The restrictions and covenants shall be binding on all successors in interest to the property. The restrictions and covenants may only be released or modified in writing by the Township of Branchburg as authorized by Resolution duly adopted by the Township Committee. No sale of the Affordable Housing Property shall be lawful, unless made subject to said restrictions and covenants and approved in advance and in writing by the Township. The form of Deed conveying the Affordable Housing Property to Developer is attached hereto and incorporated herein as **Exhibit A**.

Closing of title shall occur after the issuance of all final and un-appealed land use approvals as defined herein. Developer, at its sole cost and expense, shall seek any and all land use and other local, county, state or federal governmental approvals necessary to commence and complete, without interruption, the construction of the Project. Developer will promptly provide the Township with copies of all permits and approvals obtained for the Project and all correspondence to or from governmental agencies (other than the Township) in connection with the land use approvals.

Township will prepare the Deed, Affidavit of Title and related documents required of a grantor at its sole cost. Developer shall pay all other costs associated with the closing of title, including all costs charged by the title company of its choosing, and the Township will not be responsible for such closing costs. Each party will pay its own counsel fees associated with the closing of title.

Pending the closing of title and to the extent under the Township's control, Developer and Developer's consultants will continue to have access to the Affordable Housing Property at reasonable times and upon reasonable notice to the Township. Developer will provide the Township with evidence of insurance coverages satisfactory to the Township. Developer indemnifies and holds the Township, all of its officials and employees harmless from any loss or claim, including attorney's fees, associated with the Developer or its consultants' visits to and inspections of the Affordable Housing Property. In no event will the Developer perform any invasive tests or impact the physical condition of the Affordable Housing Property without the Township's written consent, which shall be given or withheld in the Township's sole discretion.

24. Agreement for Payment In Lieu of Taxes. An Agreement For Payment In Lieu Of Taxes, dated September 10, 2019, was entered into between Township and Branchburg Senior Apartments for the Project. A First Amendment To Agreement For Payment In Lieu Of Taxes, dated May 11, 2020, was entered into between Township, Developer and Branchburg Senior Apartments LLC. Said Agreements shall apply to Developer and the Affordable Housing Property and are incorporated herein and made a part hereof as **Exhibit B**.

25. Default and Remedies. In the event of a default of this Agreement, after written notice and expiration of applicable grace periods, the aggrieved party will have all rights and remedies available at law or in equity, including the right of specific performance and those set forth in this Agreement. In the event of any default under this Agreement by one party, the other party shall provide written notice of such default and the defaulting party shall have thirty (30) days to affect a cure. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and if Developer (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Developer shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the Township.

If the breach or default is with respect to construction of the Project nothing contained in this section or any other provision of this Agreement shall be deemed to permit or authorize a mortgage lender, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the lender's security, including improvements or construction already begun) without first having expressly assumed the obligation to the Township, by written agreement reasonably satisfactory to the Township, to complete in a manner provided in this Agreement the Project or the part thereof to which the lien, interest or title of such lender relates.

The parties shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement. Any delay in instituting or prosecuting any such action, proceeding or otherwise asserting rights under this Agreement shall not operate as a waiver of such rights or to deprive a party of or limit its rights in any way, except as specifically set forth in writing. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default, or of any of its remedies for any other default by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party shall limit the party's rights and remedies otherwise provided by law or by this Agreement.

Nothing set forth in this Agreement shall be construed to constitute waiver of any right by the Township to exercise police powers to the extent necessary to protect the health, safety, or welfare of the Township's citizens.

Notwithstanding any federal, state or local statutes, rules, regulations, laws or ordinances to the contrary, Developer agrees that the use, development, construction, operation and management of the Property shall at all times be exclusively for age restricted affordable housing rental units unless otherwise expressly authorized and approved in writing by the governing body of the Township. Failure of the Developer to develop, construct, operate and manage the Property in accordance with this Agreement and all applicable federal, state and local statutes, rules, regulations, laws and ordinances shall be considered an event of default under this Agreement.

26. Recording of this Agreement. The Township Attorney may record this Agreement in the Somerset County Clerk's Office. All recording costs shall be borne by Developer. The recording of this Agreement may not be released, discharged or modified without the express written consent of the Township.

27. Severability. If any terms or conditions of this Agreement are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

28. Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey. All claims arising out of this Agreement, the development of the Affordable Housing Property or the management and administration of the age restricted affordable housing rental units shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

29. Notices. All notices to the parties shall be in writing to the addresses set forth herein or as otherwise designated by the parties in writing. Any notice to Developer shall also be provided to CREA Branchburg Senior Apartments, LLC, 30 South Meridian Street, Suite 400, Indianapolis, Indiana 46204, Attention: Asset Management.

30. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If Developer transfers title to the Property or affordable housing rental units as authorized by the Township, the new owner shall assume all the rights and obligations set forth in this Agreement and the term "Developer" as used in this Agreement shall refer to such new owner as well.

31. Voluntary Agreement. Developer represents that it has voluntarily entered this Agreement and it has not been executed under duress or coercion imposed by the Township or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer covenants and agrees that it will not bring any action against the Township with respect to the obligations assumed by Developer under this Agreement which have been mutually negotiated between the parties.

32. Non-Reliance. Developer acknowledges it has not relied upon any cost estimates or opinions furnished by the Township, including the Township Engineer or Consulting Engineer(s), if applicable, and Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Agreement.

33. Authorized Signatures. The individuals executing this Agreement represent they have full authority to do so on behalf of their respective entities and do so freely and voluntarily for the purposes herein expressed.

Signatures next page

DEED

Age Restricted Affordable Housing Rental Property With Restrictive Covenants Block 68.05, Lot 1.01, Township of Branchburg, Somerset County, New Jersey

This Deed is made on _____, 2021, by and between the Township of Branchburg, a Municipal Corporation of the State of New Jersey, with offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey, 08876, referred to as "Grantor or Township" and Branchburg Senior II LLC, a New Jersey Limited Liability Company of the State of New Jersey, with offices located at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08033, referred to as "Grantee".

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for and in consideration of payment of the sum of one (\$1.00) Dollars. This property is being transferred by Grantor to Grantee in consideration for the development, maintenance, operation and management on the property of a seventy five (75) unit age restricted affordable housing rental project in accordance with the Branchburg Planning Board approval of Case Nos. 19-012 and 2020-004P and a Development, Affordable Housing and Property Transfer Agreement entered into between Grantor and Grantee incorporated herein by reference. The conveyance of the property herein having been authorized by Township Ordinance 2019-1361 adopted by the Branchburg Township Committee on September 23, 2019.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Branchburg, County of Somerset, State of New Jersey, Block 68.05, Lot 1.01.

Property. This property consists of the land and all the buildings and structures on the land in the Township of Branchburg, County of Somerset, State of New Jersey. The property is described as follows:

See Legal Description for Block 68.05, Lot 1.01, attached hereto as **Schedule A**.

Subject to easements, restrictions and reservations of record, if any.

Title to the property is vested in the Township of Branchburg, Somerset County, New Jersey, by Deed from Branchburg 202, LLC, dated February 26, 2021, and recorded March 25, 2021, in the Somerset County Clerk's Office in Deed Book 7324, Page 1758.

Restrictions and Covenants. The restrictions and covenants set forth herein shall run with the land in perpetuity and be included in any conveyances or leases of the property. These restrictions and covenants shall be binding on all successors in interest to the property. These restrictions and covenants may only be released or modified in writing by the Township of Branchburg as authorized by Resolution duly adopted by the Township Committee and by Branchburg 202, LLC. No sale of the property shall be lawful, unless made subject to these restrictions and covenants and approved in advance and in writing by the Township.

This property is being transferred by Grantor to Grantee in consideration for the development, maintenance, operation and management on the property of a seventy five (75) unit age restricted

affordable housing rental project in accordance with the Branchburg Planning Board approval of Case Nos. 19-012 and 2020-004P and a Development, Affordable Housing and Property Transfer Agreement entered into between Grantor and Grantee incorporated herein by reference and made part of this Deed. The property shall be developed, maintained, operated and used exclusively for affordable housing purposes in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations or ordinances (collectively "Fair Housing Laws").

The property shall be used solely for the purpose of providing residential rental dwelling units for moderate, low and very low income households in accordance with the Fair Housing Laws. No improvements may be made to the property that would affect the bedroom configuration of any of the dwelling units. Occupancy of all units shall be restricted to very low, low and moderate income households with a minimum of 10 units restricted to very low income households (very low income households being defined as 30% of regional median income) in accordance with the Fair Housing Laws.

Grantee and any successor in interest to the property shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (c) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (d) ensure all the Affordable Housing Rental Units are occupied by qualified income households.

The property shall be developed, operated, marketed, rented and maintained as a senior residential affordable housing community for "55 or over housing" so as to qualify as "housing for older persons" as such term is defined in the Fair Housing Act, 42 U.S.C. §3601 et seq. ("Act"). In compliance with the Act, at least eighty percent (80%) of the units are to be occupied by households having at least one individual of the age of 55 years or over. Notwithstanding the foregoing, the age restrictions shall not be applicable to the units in the project that are required by the New Jersey Housing and Mortgage Finance Agency to be set aside by Grantor for housing for individuals with special needs pursuant to the Low Income Housing Tax Credit Qualified Allocation Plan. Permanent occupancy by children under the age of 18 is not permitted, unless, such person is a handicapped dependent protected by the Act. Nothing herein is intended to prohibit the visitation, including overnight stays, by children under the age of 18 years who are family members or guests of the residents. Permitted visitations must not exceed 29 consecutive days or more than a total of 60 days in any calendar year.

In the event of foreclosure, deed in lieu of foreclosure or similar disposition of the property by the holder of a mortgage secured by the property, the foreclosing lender may take title to or transfer ownership of the property. The consent of the Township shall not be required for any such transfers. Said ownership or transfer shall be subject to all the restrictions and covenants set forth herein which shall be preserved. Grantee shall notify the Township of any foreclosure actions filed with respect to the property within five (5) business days of service upon Grantee. Grantee shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Grantee.

A breach of these restrictions and covenants will cause irreparable harm to the Township and to the public, in light of the policies of the Fair Housing Laws and the obligation for the provision of moderate, low and very low income housing within the Township. In the event of a threatened breach of any of these restrictions and covenants by Grantee or any successor in interest of the Property, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

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

Signatures. 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.

Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Brendon Beatrice, Mayor

Acknowledgment Next Page

Township of Branchburg Acknowledgment

State of New Jersey

SS:

County of Somerset

I certify that on _____, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of Branchburg; (b) this person is the attesting witness to the signing of this Deed by the Mayor of the Township of Branchburg; (c) this Deed was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg for the consideration set forth herein; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

Record and Return

Branchburg Senior II LLC
21 East Euclid Avenue, Suite 200
Haddonfield, New Jersey 08033
Attn.: Joseph Del Duca

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement made on September 10, 2019, between the Township of Branchburg, a municipal corporation of the State of New Jersey, having principal offices located at 1077 US Highway 202, Branchburg Township, New Jersey, 08876 ("Municipality") and Branchburg Senior Apartments, LLC, a limited liability company of the State of New Jersey, having principal office at 21 E. Euclid Avenue, Suite 200 Haddonfield, New Jersey, 08033 ("Sponsor"), and

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1, et. seq., ("HMFA Law") and a Resolution of the Township Committee of the Township of Branchburg dated July 8, 2019 ("Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency ("Agency"), N.J.S.A. 55:14K-37.
2. The Project, as more particularly described in the Resolution and below, is or will be situated on that parcel of land, consisting of approximately 9.413 acres, located on Old York Road and currently designated as a portion of Block 68.05, Lot 1 (and intended to be subdivided into a separate tax parcel) on the Township of Branchburg Tax Map. The term "Project" means the 150 senior age restricted and affordable rental income restricted apartment units on the property described above in accordance with the HMFA Law to be constructed in two separate and distinct phases of seventy-five (75) units in each phase.
3. As of the date the Sponsor executes a mortgage upon the Project in favor of the Agency ("Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.
4.
 - (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amounts as follows: (i) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to the amount of taxes that would otherwise be due for the property. "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project; (ii) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues.

Exhibit B

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues, from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less the cost of vacancies, if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The estimated amount of payment in lieu of taxes to be paid is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 1 below.

5.

(a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to the Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division, for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers associated with the calculations of the sums due under this Agreement by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed Branchburg Senior Apartments, LLC, 21 E. Euclid Avenue, Suite 200, Haddonfield, New Jersey, 08033 or to such other address as the Sponsor may hereafter designate in writing; and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

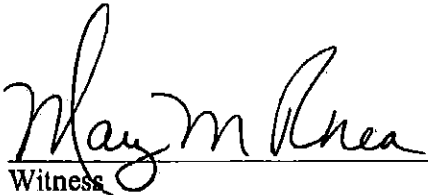
(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Branchburg, Township Administrator, 1077 U.S. Highway Route 202, Branchburg Township, New Jersey 08776 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Somerset County Superior Court, Chancery Division, to settle and resolve set dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a

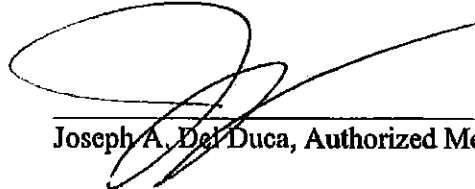
sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement voluntarily for purposes set forth herein.



Witness

Branchburg Senior Apartments, LLC



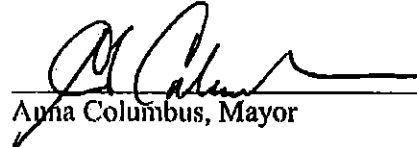
Joseph A. Del Duca, Authorized Member

ATTEST:



Maggie Schmitt, Clerk

Township of Branchburg



Anna Columbus, Mayor

Exhibit A

Calculation of Annual Service Charge

**Based on 2019 rent levels*

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Project Total</u>
Gross Rents	\$ 925,053	\$ 925,053	\$ 1,850,106
Less Vacancy	(45,753)	(45,753)	(91,506)
Less Utilities	(90,000)	(90,000)	(180,000)
Project Revenues	<u>\$ 789,300</u>	<u>\$ 789,300</u>	<u>\$ 1,578,600</u>
x PILOT Rate	<u>6.28%</u>	<u>6.28%</u>	<u>6.28%</u>
Annual Service Charge	\$ 49,568	\$ 49,568	\$ 99,136



Township of Branchburg

1077 HIGHWAY 202, BRANCHBURG, NJ 08876-3936
TELEPHONE: (908) 526-1300 FAX: (908) 526-2452
OFFICE OF THE MUNICIPAL CLERK

May 13, 2020

Mr. Joseph Del Duca, Principal
Walters
21 East Euclid Avenue
Suite 200
Haddonfield, NJ 08033

Re: First Amendment to Agreement for Payment in Lieu of Taxes

Dear Mr. Del Duca,

As requested, enclosed find a fully executed copy of the First Amendment to Agreement for Payment in Lieu of Taxes between Branchburg Senior Apartments LLC, Branchburg Senior II LLC and the Township of Branchburg.

Sincerely,

Maggie Schmitt, RMC
Township Clerk

/ms

Enclosures

cc: William Willard, Township Attorney

FIRST AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS FIRST AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("Amendment") is made on this 11 day of May 2020 by and between the **TOWNSHIP OF BRANCBURG**, a municipal corporation of the State of New Jersey, having principal offices at 1077 US Highway 202, Branchburg Township, New Jersey, 08776 ("Municipality") and **BRANCBURG SENIOR APARTMENTS LLC**, a New Jersey limited liability company ("BSA I") and, **BRANCBURG SENIOR II LLC**, a New Jersey limited liability company ("BSA II"), both having a principal address at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08033 (BSA I and BSA II collectively "Sponsor")

WITNESSETH:

WHEREAS, on September 10, 2019 the Municipality and BSA I entered into an Agreement for the Payment in Lieu of Taxes (the "Financial Agreement"); and,

WHEREAS, the Financial Agreement references or defines the "Project" as a total of 150 age restricted and affordable rental income restricted apartment units located on the approximately 9.413 acre parcel of property more particularly described in the Financial Agreement; and,

WHEREAS, BSA I was identified in the Financial Agreement as the sole Sponsor; and,

WHEREAS, BSA I is the Sponsor for Phase 1 of the Project only, which includes a total of seventy-five units to be located on the approximately 4.0 acres of the 9.413 acres of the land described in the Financial Agreement, which 4.0 acres is identified as "Phase 1" on Exhibit A to this Amendment; and,

WHEREAS, BSA II is the Sponsor for Phase 2 of the Project only, which also includes a total of seventy-five units to be located on the approximately 5.41 acres of the 9.413 acres of the land described in the Financial Agreement, which 5.41 acres is identified as "Phase 2" on Exhibit A to this Amendment; and,

WHEREAS, the New Jersey Housing and Mortgage Finance Agency ("HMFA") has required that the Financial Agreement be clarified accordingly and the parties wish to provide such clarification.

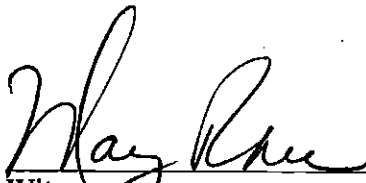
NOW THEREFORE, in consideration of the mutual promises contained in the Financial Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. All terms and conditions contained in the Financial Agreement as they relate to Phase 1 of the Project shall apply solely to BSA I. All terms and conditions contained in the Financial Agreement as they relate to Phase 2 of the Project shall apply solely to BSA II. For all intents and purposes the parties shall treat the Financial Agreement as 2 separate and distinct Financial Agreements each standing on its own.

2. In the event of any inconsistency between this Amendment and the Financial Agreement, this Amendment shall prevail. Otherwise, all terms and conditions contained in the Financial Agreement not modified by this Amendment shall remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Amendment to produce or account for more than a sufficient number of counterparts to evidence the execution of this Amendment by each party hereto.


SIGNATURES ON NEXT PAGE


IN WITNESS WHEREOF, the parties hereto execute this Amendment voluntarily for purposes set forth herein.



Witness

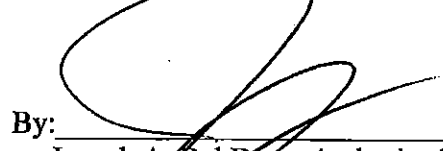
Branchburg Senior Apartments LLC


By: _____
Joseph A. Del Duca, Authorized Member



Witness

Branchburg Senior II LLC

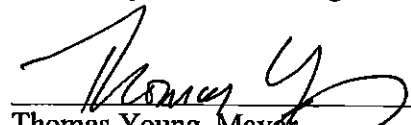

By: _____
Joseph A. Del Duca, Authorized Member

ATTEST:



Maggie Schmitt, Clerk

Township of Branchburg



Thomas Young, Mayor

In Witness Whereof, the parties hereby execute this Development, Affordable Housing and Property Transfer Agreement freely and voluntarily for the purposes set forth herein to be effective as of the date first written above.

Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Brendon Beatrice, Mayor

~~Attest~~ *Witness*

Mary M Rhea

Branchburg Senior II LLC

Joseph A. Del Duca, Member

Acknowledgments Next Page

Township of Branchburg Acknowledgement

State of New Jersey:

SS.:

County of Somerset:

I certify that on _____, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Development, Affordable Housing and Property Transfer Agreement by the Mayor of the Township of Branchburg; (c) affirms this Development, Affordable Housing and Property Transfer Agreement was signed and delivered by the Mayor as his voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.

Notary Public, State of New Jersey

Branchburg Senior II LLC, Acknowledgment

State of New Jersey:

SS.:

County of Camden:

I certify that on March 26, 2021, Joseph A. Del Duca personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the managing member of Branchburg Senior II LLC; (b) is fully authorized to execute and deliver this Development, Affordable Housing and Property Transfer Agreement on behalf of Branchburg Senior Apartments LLC; and (c) executed and delivered this Development, Affordable Housing and Property Transfer Agreement voluntarily for the purposes set forth herein.



Notary Public of the State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn: William J. Willard

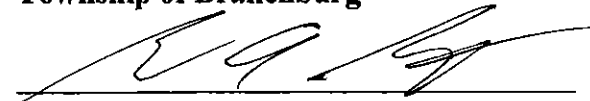
MARY M. RHEA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/23/2022

In Witness Whereof, the parties hereby execute this Development, Affordable Housing and Property Transfer Agreement freely and voluntarily for the purposes set forth herein to be effective as of the date first written above.

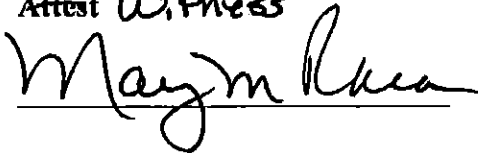
Attest


Marguerite Schmitt, Clerk

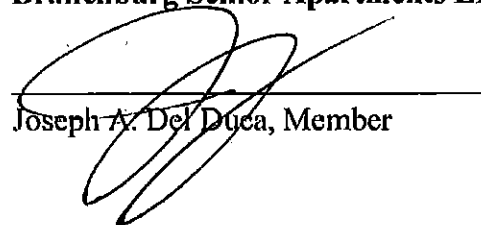
Township of Branchburg


Brendon Beatrice, Mayor

Attest Witness



Branchburg Senior Apartments LLC


Joseph A. Del Duca, Member

Acknowledgments Next Page

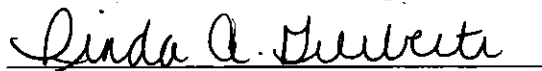
Township of Branchburg Acknowledgement

State of New Jersey:

SS.:

County of Somerset:

I certify that on March 26, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Development, Affordable Housing and Property Transfer Agreement by the Mayor of the Township of Branchburg; (c) affirms this Development, Affordable Housing and Property Transfer Agreement was signed and delivered by the Mayor as his voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.


Notary Public, State of New Jersey

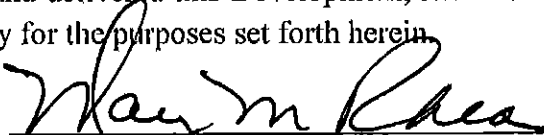
Branchburg Senior Apartments LLC, Acknowledgment

State of New Jersey:

SS.:

County of Camden:

I certify that on March 26, 2021, Joseph A. Del Duca personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the managing member of Branchburg Senior Apartments LLC; (b) is fully authorized to execute and deliver this Development, Affordable Housing and Property Transfer Agreement on behalf of Branchburg Senior Apartments LLC; and (c) executed and delivered this Development, Affordable Housing and Property Transfer Agreement voluntarily for the purposes set forth herein.


Notary Public of the State of New Jersey

Linda A Giliberti
NJ Notary # 50043594
Commission Expires: 08/09/2021

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn: William J. Willard

MARY M. RHEA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/23/2022



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2021 Apr 19 08:53 AM
BK: 7333 PGS: 410-439
Instrument # 2021024897
Doc Type: TWP AGTDEED
Fee: \$11.00

(Official Use Only)

DATE OF DOCUMENT: MARCH 26, 2021	TYPE OF DOCUMENT: <small>Development and Affordable Housing and Property Transfer Agreement</small>
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) TOWNSHIP OF BRANCHBURG	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) BRANCHBURG SENIOR II LLC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE: BRANCHBURG TOWNSHIP C/O MARGUERTIE SCHMITT, CLERK 1077 US HIGHWAY 202 BRANCHBURG, NJ 08876
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

<p>DO NOT REMOVE THIS PAGE</p> <p>THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD</p> <p>RETAIN THIS PAGE FOR FUTURE REFERENCE</p>

Prepared by William Willard

**Development, Affordable Housing and Property Transfer Agreement
Block 68.05, Lots 1, Township of Branchburg, Somerset County, New Jersey**

This Development, Affordable Housing and Property Transfer Agreement ("Agreement") is made on March 26, 2021, by and between the Township of Branchburg, a municipal corporation of the State of New Jersey, with offices located at 1077 U.S. Highway Route 202, Branchburg, New Jersey 08876 ("Township") and Branchburg Senior Apartments LLC, a Limited Liability Company of the State of New Jersey, with offices located at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08033 ("Developer").

Whereas, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., requires each municipality in New Jersey to provide its fair share of affordable housing; and

Whereas, Branchburg 202, LLC, ("Branchburg 202") was the owner of the property designated as Block 68.05, Lot 1, on the Tax Map of the Township of Branchburg, Somerset County, New Jersey, consisting of approximately 33.733 acres of land ("Property"); and

Whereas, the Property is located at the corner of State Highway Route 202 North and Old York Road; and

Whereas, the Township and Branchburg 202 entered into an Agreement for Transfer of Property wherein the Property would be subdivided for affordable housing and retail service with the affordable housing portion of the Property to be donated by Branchburg 202 to the Township for a municipally sponsored affordable housing project; and

Whereas, Developer is an experienced developer of affordable housing that expressed interest in owning, constructing, maintaining, operating and managing an age restricted affordable housing rental development in the Township to assist the Township in meeting its third round affordable housing obligation; and

Whereas, Township and Branchburg Senior Apartments LLC, entered into a Development and Property Transfer Agreement, dated September 10, 2019, ("Transfer Agreement") for the development, construction, ownership and management of the municipally sponsored affordable housing project consisting of age restricted affordable housing rental units with associated amenities and improvements on the affordable housing portion of the Property which Transfer Agreement remains in full force and effect; and

Whereas, the Township adopted zoning ordinances permitting the development of the affordable housing portion of the Property with age restricted affordable housing rental units with associated amenities and improvements; and

Whereas, Branchburg Senior Apartments LLC, submitted Applications and Plans to the Township of Branchburg Planning Board (“Board”) under Case Nos.: 19-012 and 2020-004P to subdivide the Property and construct on the affordable housing portion of the Property age restricted affordable housing rental units with associated amenities and improvements which Applications and Plans were approved by the Board (“Project”); and

Whereas, in accordance with the Board approval a “Final Plat: Branchburg Senior Apartments” was prepared by Dynamic Survey, LLC, subdividing the Property into three (3) separate lots designated as Block 68.05, Lots 1, 1.01 and 1.02 filed with the Somerset County Clerk on March 23, 2021 at Book 7323, Page 1477, Instrument No.: 2021018903; and

Whereas, Branchburg Senior Apartments LLC, will develop, construct, maintain, operate, manage and own seventy five (75) age restricted affordable housing rental units with associated amenities and improvements on the portion of the Affordable Housing Property identified as Block 68.05, Lot 1 (Lot 1 hereinafter referred to as the “Affordable Housing Property”); and

Whereas, Township and Developer now wish to enter into this Agreement setting forth the terms and conditions for the development, construction, maintenance, operation, management and ownership by Developer of the seventy-five (75) age restricted affordable housing rental units with associated amenities and improvements on the Affordable Housing Property and the transfer of ownership of the Affordable Housing Property to Developer for such purpose.

Now, Therefore, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Recitals. The recitals set forth above of are hereby incorporated into this Agreement. The Transfer Agreement is incorporated by reference.
2. Development of Project. Developer shall development the Project in accordance with the approved plans and specifications, ordinances of the Township and Resolutions of the Board. All work shall be performed in full compliance with applicable federal, state and local statutes, rules, regulations, codes and ordinances. Developer shall be responsible for securing any and all required permits and approvals and payment of all required fees, escrows and guarantees.
3. Development Provisions. Developer hereby agrees to comply with the following: (a) develop the Affordable Housing Property in accordance with the Land Development and other applicable Ordinances of the Township, approved plans and Resolutions incorporated herein and made a part hereof; (b) construct all utilities underground; (c) perform road excavation and grading operations under the supervision of a licensed professional engineer, when necessary, so that rainfall run-off will not create problems or erosion flooding or the deposit of mud and debris on abutting properties with said engineer advising the Township Engineer of the measures to be taken to accomplish same; (d) plug at the start of construction connections to existing sanitary sewers which shall not be opened until the line has passed a leakage test and has been inspected

and approved by the Township Engineer; (e) comply with any and all other federal, state, county and municipal statutes, rules, regulations, codes and ordinances and obtain all necessary approvals and permits from all government agencies, boards or bodies having jurisdiction over the Project; (f) implement a Soil Erosion and Sediment Control Plan prior to the commencement of site construction; (g) prior to site disturbance have a pre-construction meeting with the Township Engineer and submit an Affidavit of Compliance demonstrating compliance with all conditions of approval and possession of all necessary governmental approvals; (h) comply with all reports, directives and requirements of the Township Engineer, Planner, Zoning Officer, Construction Official, Health Officer, Environmental Commission, Fire Marshal and Board Traffic Consultants except as modified by the Board; (i) pay all sewer and water connection fees; (j) obtain any permits or approvals required from Somerset Union Soil Conservation District and New Jersey Department of Environmental Protection; (k) coordinate the sequence of construction of all improvements with the Township Engineer; (l) plant all trees in accordance with the approved plans and Township Ordinances; and (m) remove from the Affordable Housing Property all stumps, dead trees or debris related to or resulting from the construction.

4. Drainage and Grading. Developer hereby agrees to comply with the following drainage and grading provisions: (a) all springs with water emanating therefrom shall be piped to the nearest available storm sewer in a manner approved by the Township Engineer; (b) all areas shall be properly graded and drained in a manner approved by the Township Engineer; (c) in the event any stormwater runoff or drainage problem is created on adjoining properties by the development of the Affordable Housing Property, Developer shall undertake corrective measures as directed by the Township Engineer to alleviate the issue; and (d) prior to construction, Developer and the Township Engineer shall examine the Township's storm sewers that may be affected by the construction in order to determine whether there is any additional soil or debris to be removed after the completion of construction and Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris during the course of construction.

5. Stormwater Facilities Maintenance. Developer shall enter into a Stormwater Facilities Maintenance Agreement with the Township in a form approved by the Township Attorney which shall be recorded with the Somerset County Clerk. Developer shall be responsible for the construction, inspection, maintenance, repair and replacement of all stormwater management, storm sewers, stormwater basins and drainage facilities on the Affordable Housing Property and the record keeping and reporting associated therewith in accordance with all federal, state and local statutes, rules, regulations, codes and ordinances as well as the approved plans for the Project and all guidelines and regulations of the New Jersey Department of Environmental Protection. The Stormwater Facilities Maintenance Agreement shall provide the Township with rights of access to the Affordable Housing Property for inspection and mechanisms for enforcement of Developer's obligations. Prior to the issuance of any Certificates of Occupancy,

Developer shall provide the Township Engineer with final as built plans for all stormwater facilities and site improvements.

6. Sanitary Sewer Improvements. Developer shall be responsible for the construction of all sanitary sewer improvements as may be required to accommodate the Project. Developer agrees to pay directly to Township and Somerset Raritan Valley Sewerage Authority all applicable sewer connection fees related to the Project. The sewer connection fees shall be paid in full concurrent with the issuance of each building permit. Township shall not issue any building permits until said sewer connection fees are paid in full by Developer.

Developer shall be responsible for the construction, inspection, maintenance, repair and replacement of all sanitary sewer improvements located on the Affordable Housing Property as depicted on the approved plans. Developer hereby grants Township access to the Affordable Housing Property for the purpose of inspection of the sanitary sewer improvements. Such inspection shall be at times deemed appropriate by Township and may be conducted without prior notification to Developer. In the event Township determines the sanitary sewer improvements are in need of maintenance, repair or replacement, Township shall provide written notice of such to Developer. Developer shall perform the maintenance, repairs and replacement as identified by Township within the time frame set forth by the Township Engineer. In the event Developer fails to do so, Township may enter the Affordable Housing Property and perform the necessary maintenance, repairs and replacement and Developer shall be liable and agrees to reimburse Township for all costs and expenses associated therewith. Such costs and expenses shall be due and payable by Developer to Township within thirty (30) days of Township's request for reimbursement and shall be a lien upon the Affordable Housing Property and payable as any other taxes pertaining to the Affordable Housing Property.

7. Construction Observation. Developer shall not undertake any construction work without prior authorization from the Township Engineer. A representative of the Township Engineer will be present for the construction of the site work. Forty-Eight (48) hours notice shall be provided for all site observations. Site observation is required for all work delineated by the Township Engineer at the preconstruction meeting.

8. Maintenance of Affordable Housing Property. During the course of construction and until the time of final acceptance of the Project, Developer shall: (1) keep the Affordable Housing Property reasonably free of dirt, stone, mud and other debris, and use every effort to prevent dust from blowing on any neighboring properties in the Township; (2) keep all highways, streets and roadways used by trucks or equipment of Developer or its agents reasonably clean; and (3) maintain and keep all storm drainage within the Affordable Housing Property free from accumulation of debris and leaves. Final acceptance of the Project for the purpose of this provision is deemed to be the date upon which all final Certificates of Occupancy have been issued for the Project.

9. Township Observation, Access and Inspections. The Township and its employees, representatives, agents and consultants shall be given free access to the Affordable Housing Property to observe the construction of the Project. The Developer shall nonetheless be solely responsible for the construction of the Project, management and safety of the work site and compliance with all applicable federal, state and local statutes, rules, regulations, codes and ordinances.

10. Withholding Permits/Certificates of Occupancy. Developer understands and agrees that in the event of any violation of the terms of this Agreement, the Township may, in its discretion, withhold the issuance of any further building permits and/or certificates of occupancy for each phase of construction until the violation has been corrected or issue appropriate stop work orders.

11. Performance Guarantee. Intentionally Omitted.

12. Maintenance Guarantee. Upon completion of the construction of all improvements and issuance of all required final Certificates of Occupancy, Developer shall post a maintenance guarantee with the Township in a form approved by the Township Attorney and in the amount determined by the Township Engineer in accordance with Township Ordinances and the Municipal Land Use Law. For a period of two (2) years after the acceptance of the improvements by the Township, Developer agrees to maintain the site improvements covered by the maintenance guarantee. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Township.

13. Inspection, Professional and Other Fees. Prior to the issuance of the signed plans, Developer shall provide the Township with a cash deposit in an amount determined by the Township Engineer for inspection, professional and other fees associated with the Project including those associated with this Agreement and any other agreements with the Township. Developer agrees that all inspection, professional and other fees incurred by the Township in reference to the Project including those associated with this Agreement and any other agreements with the Township shall be paid out of the posted escrow. Developer shall make additional cash deposits as may be required by the Township Engineer and shall pay any balance due and owing within thirty (30) days. Upon completion and acceptance of the Project by the Township, any cash balance remaining shall be returned to Developer. Developer shall retain all rights and remedies as set forth in the Municipal Land Use Law pertaining to such fees and escrows.

Developer shall be responsible for any and all construction work and related costs associated with the installation and construction of all water and sewer lines and equipment from the off-site mains to the Affordable Housing Property. Developer shall also be responsible for all water and sewer connection fees to be charged to the Project in accordance with N.J.S.A. 40:14A-8.3 and 40:14B-22.3 regulating municipal utility departments or non-municipal utility providers for water service and the connection fees that are permitted to be charged to affordable housing projects. No affordable housing development fees shall be imposed in connection with the

Project. Developer shall be responsible for all other applicable fees associated with the Project, including, but not limited to, applications, permits, inspections, professional reviews and other fees.

14. Building Permits. In consideration of the execution of this Agreement, the posting of the guarantees and deposits required, and after complying with the terms and conditions of the Resolutions, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, Developer shall be entitled to a building permit after proper application has been made to the Construction Official of the Township and subject to this Agreement, the Transfer Agreement and all laws, rules and regulations applicable to this Project.

15. Assignments/Transfers Affordable Housing Property. Developer recognizes the importance of the Project to the general welfare of the community and the Township, and understands that the identity of the Developer, its members, and its qualifications are critical to the Township in entering into this Agreement. Notwithstanding anything to the contrary contained in this Agreement or any other agreement attendant to the development of the Project, except as otherwise specifically set forth herein, the Developer shall have no right to sell, lease, or transfer (which shall include, without limitation, any direct or indirect transfer of 50% or more of the membership interest in the Developer), and the Developer shall not sell, lease or otherwise transfer, all or any portion of the Affordable Housing Property and/or the Project unless expressly authorized and approved in writing by the governing body of the Township, which approval shall not be unreasonably conditioned, delayed or withheld. The provisions of this section shall not apply to: (i) the lease of apartments within the Project to third parties; (ii) dedication to the Township or other governmental agency in accordance with Applicable Laws of roadways and other public areas; (iii) conveyance of utility and other necessary easements, (iv) a mortgage or other lien or encumbrance for the primary purpose of financing costs associated with development, construction and marketing of the Project; (v) a transfer resulting from a foreclosure, deed in lieu of foreclosure, or other similar proceeding; or (vi) transfer to a different limited liability company in which the principals of the Developer possess an ownership interest of 50% or greater of the managing member. Any conveyance of the Affordable Housing Property or any ownership interest in the Developer pursuant to this section shall provide that the assignee or transferee shall construct the Project in accordance with the Zoning Ordinance and this Agreement. In addition, neither the withdrawal, removal, replacement and/or addition of a managing member or investor member of Developer pursuant to the terms of the Developer's Operating Agreement shall require the consent of Township or cause a default under this Agreement.

16. Completion of Improvements/Surety Bond. The Project shall be fully completed by Developer within three (3) years of the date this Agreement or any extensions thereof granted by the Township Committee. This means all improvements must be completed in accordance with the approved plans and Certificates of Occupancy issued for all seventy five (75) age restricted affordable housing rental units. Temporary Certificates of Occupancy for each residential floor

of the buildings may be issued upon request of Developer and at the discretion of the Construction Official. Developer shall obtain a Performance Bond in a sufficient amount to ensure the Project will be constructed in accordance with the approved plans and Resolutions in the event of Developer's default. Developer represents such a Performance Bond will be required as part of Developer's financing of the Project. Developer agrees to add the Township as an insured under such Performance Bond. The Performance Bond shall be from a licensed surety in the State of New Jersey. In the event Developer fails to fulfill its obligations under this Agreement or complete construction of Project and obtain Certificates of Occupancy for all units within three (3) years from the date of this Agreement or any extension thereof granted by the Township Committee, the Township shall be entitled to make claim under the Performance Bond for completion of the Project. The Performance Bond shall remain in effect until all improvements are completed and final certificates of occupancy issued.

17. Release of Plans. Any payments of fees and posting of bonds or other performance guarantee required to be performed by Developer in this Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the plans for release to Developer for issuance of building permits.

18. Affordable Housing Rental Units. The Project will be constructed, operated, marketed, rented and maintained in strict accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations or ordinances (collectively "Fair Housing Laws"). Occupancy of the units shall be restricted to very low, low and moderate income households with a minimum of 10 units restricted to very low income households in accordance with the Fair Housing Laws. Developer shall be responsible for income qualification for the Project and the filing of all monitoring and reporting forms for the Project. Developer shall cooperate with the Township in providing any information that is necessary to complete the Township's annual monitoring.

Developer shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (c) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (d) ensure all the Affordable Housing Rental Units are occupied by qualified income and age restricted households.

19. Age Restrictions on Affordable Housing Rental Units. The Affordable Housing Property shall be constructed, operated, marketed, rented and maintained as a senior residential community. The Project will be operated by Developer as "55 or over housing" so as to qualify

as "housing for older persons" as such term is defined in the Fair Housing Act, 42 U.S.C. §3601 et seq. ("Act"). In compliance with the Act, at least eighty percent (80%) of the units are to be occupied by households having at least one individual of the age of 55 years or over.

Notwithstanding the foregoing, these restrictions shall not be applicable to the units in the Project that are required by the New Jersey Housing and Mortgage Finance Agency to be set aside by the Developer for housing for individuals with special needs pursuant to the Low Income Housing Tax Credit Qualified Allocation Plan. Permanent occupancy by children under the age of 18 is not permitted, unless, such person is a handicapped dependent protected by the Act. Nothing herein is intended to prohibit the visitation, including overnight stays, by children under the age of 18 years who are family members or guests of the residents. Permitted visitations must not exceed 29 consecutive days or more than a total of 60 days in any calendar year.

20. Record Drawings. Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by Developer on the Affordable Housing Property and off-tract, if required. Said record drawings shall be in conformance with applicable Township standards and shall be both in hard copy and on disc. If applicable, a final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.

21. Developer Conveyances. Developer shall provide the Township with all required dedications, easements and rights of way indicated on the plans or as required by the Board or Township Ordinance. Said dedications, easements or rights of way shall be in a form approved by the Township Attorney and contain all required documentation for filing with the Somerset County Clerk. Developer shall be responsible for all costs incurred by Township pertaining to the preparation, review and recording of said dedications, easements and rights of way.

22. Compliance with Applicable Laws and Indemnification. Developer shall comply with all federal, state and local statutes, rules, regulations, codes and ordinances. Failure to comply shall be deemed an event of default under this Agreement. Developer agrees to indemnify, defend and hold harmless the Township, its officials, officers, agents, servants, representatives, and employees, from and against, any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from Developer's negligence, willful misconduct or failure to perform its obligations under this Agreement. Developer agrees to pay and reimburse the Township for any and all costs and expenses, including, but not limited to, attorney's fees, court costs and expert witness fees.

23. Transfer of Property. Subject to the satisfaction of all of the terms and conditions set forth in this Agreement, the Township agrees to convey the Affordable Housing Property to Developer. The Affordable Housing Property shall be conveyed in its current condition, normal wear and tear excepted. Developer acknowledges that it has inspected the Affordable Housing Property and is satisfied with the condition of the Affordable Housing Property. Title to the

Affordable Housing Property shall be good and marketable and subject only to such easements, restrictions, covenants and other encumbrances of record which do not materially and adversely affect the construction, use and occupancy of the Project. Title to the Affordable Housing Property shall be conveyed by Bargain and Sale Deed. The Township will sign an owner's affidavit of title and such other customary documents of conveyance as the Developer's title company reasonably requests so that the title company will issue a title policy consistent with the requirements of this Agreement.

The Deed conveying the Affordable Housing Property to Developer shall include restrictions and covenants which shall run with the land in perpetuity and be included in any conveyances or leases of the property. The restrictions and covenants shall be binding on all successors in interest to the property. The restrictions and covenants may only be released or modified in writing by the Township of Branchburg as authorized by Resolution duly adopted by the Township Committee. No sale of the Affordable Housing Property shall be lawful, unless made subject to said restrictions and covenants and approved in advance and in writing by the Township. The form of Deed conveying the Affordable Housing Property to Developer is attached hereto and incorporated herein as **Exhibit A**.

Closing of title shall occur after the issuance of all final and un-appealed land use approvals as defined herein. Developer, at its sole cost and expense, shall seek any and all land use and other local, county, state or federal governmental approvals necessary to commence and complete, without interruption, the construction of the Project. Developer will promptly provide the Township with copies of all permits and approvals obtained for the Project and all correspondence to or from governmental agencies (other than the Township) in connection with the land use approvals.

Township will prepare the Deed, Affidavit of Title and related documents required of a grantor at its sole cost. Developer shall pay all other costs associated with the closing of title, including all costs charged by the title company of its choosing, and the Township will not be responsible for such closing costs. Each party will pay its own counsel fees associated with the closing of title.

Pending the closing of title and to the extent under the Township's control, Developer and Developer's consultants will continue to have access to the Affordable Housing Property at reasonable times and upon reasonable notice to the Township. Developer will provide the Township with evidence of insurance coverages satisfactory to the Township. Developer indemnifies and holds the Township, all of its officials and employees harmless from any loss or claim, including attorney's fees, associated with the Developer or its consultants' visits to and inspections of the Affordable Housing Property. In no event will the Developer perform any invasive tests or impact the physical condition of the Affordable Housing Property without the Township's written consent, which shall be given or withheld in the Township's sole discretion.

24. Agreement for Payment In Lieu of Taxes. An Agreement For Payment In Lieu Of Taxes, dated September 10, 2019, was entered into between Township and Branchburg Senior Apartments for the Project. A First Amendment To Agreement For Payment In Lieu Of Taxes, dated May 11, 2020, was entered into between Township, Developer and Branchburg Senior II LLC. Said Agreements shall apply to Developer and the Affordable Housing Property and are incorporated herein and made a part hereof as **Exhibit B**.

25. Default and Remedies. In the event of a default of this Agreement, after written notice and expiration of applicable grace periods, the aggrieved party will have all rights and remedies available at law or in equity, including the right of specific performance and those set forth in this Agreement. In the event of any default under this Agreement by one party, the other party shall provide written notice of such default and the defaulting party shall have thirty (30) days to affect a cure. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and if Developer (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Developer shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the Township.

If the breach or default is with respect to construction of the Project nothing contained in this section or any other provision of this Agreement shall be deemed to permit or authorize a mortgage lender, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the lender's security, including improvements or construction already begun) without first having expressly assumed the obligation to the Township, by written agreement reasonably satisfactory to the Township, to complete in a manner provided in this Agreement the Project or the part thereof to which the lien, interest or title of such lender relates.

The parties shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement. Any delay in instituting or prosecuting any such action, proceeding or otherwise asserting rights under this Agreement shall not operate as a waiver of such rights or to deprive a party of or limit its rights in any way, except as specifically set forth in writing. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default, or of any of its remedies for any other default by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party shall limit the party's rights and remedies otherwise provided by law or by this Agreement.

Nothing set forth in this Agreement shall be construed to constitute waiver of any right by the Township to exercise police powers to the extent necessary to protect the health, safety, or welfare of the Township's citizens.

Notwithstanding any federal, state or local statutes, rules, regulations, laws or ordinances to the contrary, Developer agrees that the use, development, construction, operation and management of the Property shall at all times be exclusively for age restricted affordable housing rental units unless otherwise expressly authorized and approved in writing by the governing body of the Township. Failure of the Developer to develop, construct, operate and manage the Property in accordance with this Agreement and all applicable federal, state and local statutes, rules, regulations, laws and ordinances shall be considered an event of default under this Agreement.

26. Recording of this Agreement. The Township Attorney may record this Agreement in the Somerset County Clerk's Office. All recording costs shall be borne by Developer. The recording of this Agreement may not be released, discharged or modified without the express written consent of the Township.

27. Severability. If any terms or conditions of this Agreement are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

28. Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey. All claims arising out of this Agreement, the development of the Affordable Housing Property or the management and administration of the age restricted affordable housing rental units shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

29. Notices. All notices to the parties shall be in writing to the addresses set forth herein or as otherwise designated by the parties in writing. Any notice to Developer shall also be provided to CREA Branchburg Senior Apartments, LLC, 30 South Meridian Street, Suite 400, Indianapolis, Indiana 46204, Attention: Asset Management.

30. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If Developer transfers title to the Property or affordable housing rental units as authorized by the Township, the new owner shall assume all the rights and obligations set forth in this Agreement and the term "Developer" as used in this Agreement shall refer to such new owner as well.

31. Voluntary Agreement. Developer represents that it has voluntarily entered this Agreement and it has not been executed under duress or coercion imposed by the Township or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer covenants and agrees that it will not bring any action against the Township with respect to the obligations assumed by Developer under this Agreement which have been mutually negotiated between the parties.

32. Non-Reliance. Developer acknowledges it has not relied upon any cost estimates or opinions furnished by the Township, including the Township Engineer or Consulting Engineer(s), if applicable, and Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Agreement.

33. Authorized Signatures. The individuals executing this Agreement represent they have full authority to do so on behalf of their respective entities and do so freely and voluntarily for the purposes herein expressed.

Signatures next page

DEED

Age Restricted Affordable Housing Rental Property With Restrictive Covenants Block 68.05, Lot 1, Township of Branchburg, Somerset County, New Jersey

This Deed is made on _____, 2021, by and between the Township of Branchburg, a Municipal Corporation of the State of New Jersey, with offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey, 08876, referred to as "Grantor or Township" and Branchburg Senior Apartments LLC, a New Jersey Limited Liability Company of the State of New Jersey, with offices located at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08033, referred to as "Grantee".

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for and in consideration of payment of the sum of one (\$1.00) Dollar. This property is being transferred by Grantor to Grantee in consideration for the development, maintenance, operation and management on the property of a seventy five (75) unit age restricted affordable housing rental project in accordance with the Branchburg Planning Board approval of Case Nos. 19-012 and 2020-004P and a Development, Affordable Housing and Property Transfer Agreement entered into between Grantor and Grantee incorporated herein by reference. The conveyance of the property herein having been authorized by Township Ordinance 2019-1361 adopted by the Branchburg Township Committee on September 23, 2019.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Branchburg, County of Somerset, State of New Jersey, Block 68.05, Lot 1.

Property. This property consists of the land and all the buildings and structures on the land in the Township of Branchburg, County of Somerset, State of New Jersey. The property is described as follows:

See Legal Description for Block 68.05, Lot 1, attached hereto as **Schedule A**.

Subject to easements, restrictions and reservations of record, if any.

Title to the property is vested in the Township of Branchburg, Somerset County, New Jersey, by Deed from Branchburg 202, LLC, dated February 26, 2021, and recorded March 25, 2021, in the Somerset County Clerk's Office in Deed Book 7324, Page 1758.

Restrictions and Covenants. The restrictions and covenants set forth herein shall run with the land in perpetuity and be included in any conveyances or leases of the property. These restrictions and covenants shall be binding on all successors in interest to the property. These restrictions and covenants may only be released or modified in writing by the Township of Branchburg as authorized by Resolution duly adopted by the Township Committee and by Branchburg 202, LLC. No sale of the property shall be lawful, unless made subject to these restrictions and covenants and approved in advance and in writing by the Township.

This property is being transferred by Grantor to Grantee in consideration for the development, maintenance, operation and management on the property of a seventy five (75) unit age restricted

affordable housing rental project in accordance with the Branchburg Planning Board approval of Case Nos. 19-012 and 2020-004P and a Development, Affordable Housing and Property Transfer Agreement entered into between Grantor and Grantee incorporated herein by reference and made part of this Deed. The property shall be developed, maintained, operated and used exclusively for affordable housing purposes in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations or ordinances (collectively "Fair Housing Laws").

The property shall be used solely for the purpose of providing residential rental dwelling units for moderate, low and very low income households in accordance with the Fair Housing Laws. No improvements may be made to the property that would affect the bedroom configuration of any of the dwelling units. Occupancy of all units shall be restricted to very low, low and moderate income households with a minimum of 10 units restricted to very low income households (very low income households being defined as 30% of regional median income) in accordance with the Fair Housing Laws.

Grantee and any successor in interest to the property shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (c) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (d) ensure all the Affordable Housing Rental Units are occupied by qualified income households.

The property shall be developed, operated, marketed, rented and maintained as a senior residential affordable housing community for "55 or over housing" so as to qualify as "housing for older persons" as such term is defined in the Fair Housing Act, 42 U.S.C. §3601 et seq. ("Act"). In compliance with the Act, at least eighty percent (80%) of the units are to be occupied by households having at least one individual of the age of 55 years or over. Notwithstanding the foregoing, the age restrictions shall not be applicable to the units in the project that are required by the New Jersey Housing and Mortgage Finance Agency to be set aside by Grantor for housing for individuals with special needs pursuant to the Low Income Housing Tax Credit Qualified Allocation Plan. Permanent occupancy by children under the age of 18 is not permitted, unless, such person is a handicapped dependent protected by the Act. Nothing herein is intended to prohibit the visitation, including overnight stays, by children under the age of 18 years who are family members or guests of the residents. Permitted visitations must not exceed 29 consecutive days or more than a total of 60 days in any calendar year.

In the event of foreclosure, deed in lieu of foreclosure or similar disposition of the property by the holder of a mortgage secured by the property, the foreclosing lender may take title to or transfer ownership of the property. The consent of the Township shall not be required for any such transfers. Said ownership or transfer shall be subject to all the restrictions and covenants set forth herein which shall be preserved. Grantee shall notify the Township of any foreclosure actions filed with respect to the property within five (5) business days of service upon Grantee. Grantee shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Grantee.

A breach of these restrictions and covenants will cause irreparable harm to the Township and to the public, in light of the policies of the Fair Housing Laws and the obligation for the provision of moderate, low and very low income housing within the Township. In the event of a threatened breach of any of these restrictions and covenants by Grantee or any successor in interest of the Property, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

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

Signatures. 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.

Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Brendon Beatrice, Mayor

Acknowledgment Next Page

Township of Branchburg Acknowledgment

State of New Jersey

SS:

County of Somerset

I certify that on _____, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of Branchburg; (b) this person is the attesting witness to the signing of this Deed by the Mayor of the Township of Branchburg; (c) this Deed was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg for the consideration set forth herein; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

Record and Return

Branchburg Senior Apartments LLC
21 East Euclid Avenue, Suite 200
Haddonfield, New Jersey 08033
Attn.: Joseph Del Duca

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement made on September 10, 2019, between the Township of Branchburg, a municipal corporation of the State of New Jersey, having principal offices located at 1077 US Highway 202, Branchburg Township, New Jersey, 08876 ("Municipality") and Branchburg Senior Apartments, LLC, a limited liability company of the State of New Jersey, having principal office at 21 E. Euclid Avenue, Suite 200 Haddonfield, New Jersey, 08033 ("Sponsor"), and

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1, et. seq., ("HMFA Law") and a Resolution of the Township Committee of the Township of Branchburg dated July 8, 2019 ("Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency ("Agency"), N.J.S.A. 55:14K-37.
2. The Project, as more particularly described in the Resolution and below, is or will be situated on that parcel of land, consisting of approximately 9.413 acres, located on Old York Road and currently designated as a portion of Block 68.05, Lot 1 (and intended to be subdivided into a separate tax parcel) on the Township of Branchburg Tax Map. The term "Project" means the 150 senior age restricted and affordable rental income restricted apartment units on the property described above in accordance with the HMFA Law to be constructed in two separate and distinct phases of seventy-five (75) units in each phase.
3. As of the date the Sponsor executes a mortgage upon the Project in favor of the Agency ("Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.
4.
 - (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amounts as follows: (i) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to the amount of taxes that would otherwise be due for the property. "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project; (ii) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues.

Exhibit B

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues, from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less the cost of vacancies, if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The estimated amount of payment in lieu of taxes to be paid is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 1 below.

5.

(a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to the Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division, for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers associated with the calculations of the sums due under this Agreement by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed Branchburg Senior Apartments, LLC, 21 E. Euclid Avenue, Suite 200, Haddonfield, New Jersey, 08033 or to such other address as the Sponsor may hereafter designate in writing; and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

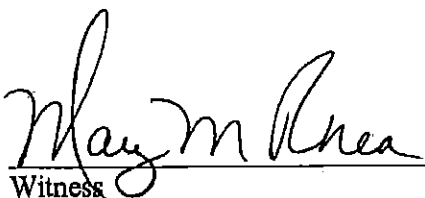
(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Branchburg, Township Administrator, 1077 U.S. Highway Route 202, Branchburg Township, New Jersey 08776 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Somerset County Superior Court, Chancery Division, to settle and resolve set dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

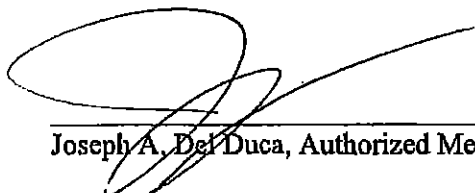
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a

sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement voluntarily for purposes set forth herein.


Witness

Branchburg Senior Apartments, LLC


Joseph A. Del Duca, Authorized Member

ATTEST:


Maggie Schmitt, Clerk

Township of Branchburg



Anna Columbus, Mayor

Exhibit A

Calculation of Annual Service Charge

**Based on 2019 rent levels*

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Project Total</u>
Gross Rents	\$ 925,053	\$ 925,053	\$ 1,850,106
Less Vacancy	(45,753)	(45,753)	(91,506)
Less Utilities	(90,000)	(90,000)	(180,000)
	<hr/>	<hr/>	<hr/>
Project Revenues	\$ 789,300	\$ 789,300	\$ 1,578,600
	<hr/>	<hr/>	<hr/>
x PILOT Rate	6.28%	6.28%	6.28%
	<hr/>	<hr/>	<hr/>
Annual Service Charge	\$ 49,568	\$ 49,568	\$ 99,136



Township of Branchburg

1077 HIGHWAY 202, BRANCHBURG, NJ 08876-3936
TELEPHONE: (908) 526-1300 FAX: (908) 526-2452
OFFICE OF THE MUNICIPAL CLERK

May 13, 2020

Mr. Joseph Del Duca, Principal
Walters
21 East Euclid Avenue
Suite 200
Haddonfield, NJ 08033

Re: First Amendment to Agreement for Payment in Lieu of Taxes

Dear Mr. Del Duca,

As requested, enclosed find a fully executed copy of the First Amendment to Agreement for Payment in Lieu of Taxes between Branchburg Senior Apartments LLC, Branchburg Senior II LLC and the Township of Branchburg.

Sincerely,

Maggie Schmitt, RMC
Township Clerk

/ms

Enclosures

cc: William Willard, Township Attorney

FIRST AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS FIRST AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("Amendment") is made on this 11 day of May 2020 by and between the **TOWNSHIP OF BRANCBURG**, a municipal corporation of the State of New Jersey, having principal offices at 1077 US Highway 202, Branchburg Township, New Jersey, 08776 ("Municipality") and **BRANCBURG SENIOR APARTMENTS LLC**, a New Jersey limited liability company ("BSA I") and, **BRANCBURG SENIOR II LLC**, a New Jersey limited liability company ("BSA II"), both having a principal address at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08033 (BSA I and BSA II collectively "Sponsor")

WITNESSETH:

WHEREAS, on September 10, 2019 the Municipality and BSA I entered into an Agreement for the Payment in Lieu of Taxes (the "Financial Agreement"); and,

WHEREAS, the Financial Agreement references or defines the "Project" as a total of 150 age restricted and affordable rental income restricted apartment units located on the approximately 9.413 acre parcel of property more particularly described in the Financial Agreement; and,

WHEREAS, BSA I was identified in the Financial Agreement as the sole Sponsor; and,

WHEREAS, BSA I is the Sponsor for Phase 1 of the Project only, which includes a total of seventy-five units to be located on the approximately 4.0 acres of the 9.413 acres of the land described in the Financial Agreement, which 4.0 acres is identified as "Phase 1" on Exhibit A to this Amendment; and,

WHEREAS, BSA II is the Sponsor for Phase 2 of the Project only, which also includes a total of seventy-five units to be located on the approximately 5.41 acres of the 9.413 acres of the land described in the Financial Agreement, which 5.41 acres is identified as "Phase 2" on Exhibit A to this Amendment; and,

WHEREAS, the New Jersey Housing and Mortgage Finance Agency ("HMFA") has required that the Financial Agreement be clarified accordingly and the parties wish to provide such clarification.

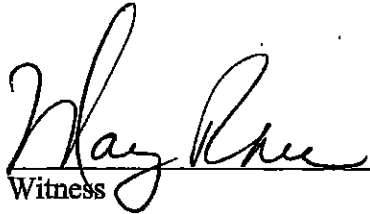
NOW THEREFORE, in consideration of the mutual promises contained in the Financial Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. All terms and conditions contained in the Financial Agreement as they relate to Phase 1 of the Project shall apply solely to BSA I. All terms and conditions contained in the Financial Agreement as they relate to Phase 2 of the Project shall apply solely to BSA II. For all intents and purposes the parties shall treat the Financial Agreement as 2 separate and distinct Financial Agreements each standing on its own.

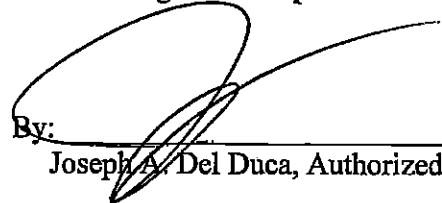
2. In the event of any inconsistency between this Amendment and the Financial Agreement, this Amendment shall prevail. Otherwise, all terms and conditions contained in the Financial Agreement not modified by this Amendment shall remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Amendment to produce or account for more than a sufficient number of counterparts to evidence the execution of this Amendment by each party hereto.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto execute this Amendment voluntarily for purposes set forth herein.

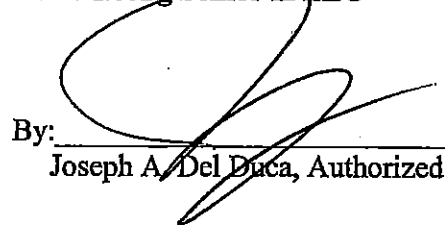

Witness

Branchburg Senior Apartments LLC


By: Joseph A. Del Duca, Authorized Member


Witness

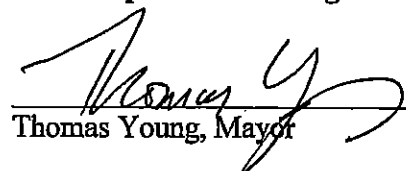
Branchburg Senior II LLC


By: Joseph A. Del Duca, Authorized Member

ATTEST:


Maggie Schmitt, Clerk

Township of Branchburg


Thomas Young, Mayor

In Witness Whereof, the parties hereby execute this Development, Affordable Housing and Property Transfer Agreement freely and voluntarily for the purposes set forth herein to be effective as of the date first written above.

Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Brendon Beatrice, Mayor

Attest Witness

Maym Roca

Branchburg Senior Apartments LLC

Joseph A. Del Duca, Member

Acknowledgments Next Page

Township of Branchburg Acknowledgement

State of New Jersey:

SS.:

County of Somerset:

I certify that on _____, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Development, Affordable Housing and Property Transfer Agreement by the Mayor of the Township of Branchburg; (c) affirms this Development, Affordable Housing and Property Transfer Agreement was signed and delivered by the Mayor as his voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.

Notary Public, State of New Jersey

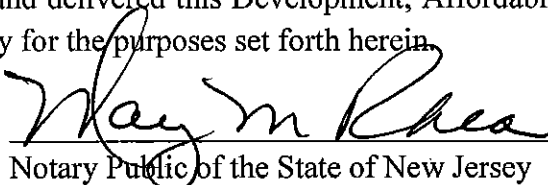
Branchburg Senior Apartments LLC, Acknowledgment

State of New Jersey:

SS.:

County of Camden:

I certify that on March 26, 2021, Joseph A. Del Duca personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the managing member of Branchburg Senior Apartments LLC; (b) is fully authorized to execute and deliver this Development, Affordable Housing and Property Transfer Agreement on behalf of Branchburg Senior Apartments LLC; and (c) executed and delivered this Development, Affordable Housing and Property Transfer Agreement voluntarily for the purposes set forth herein.


Notary Public of the State of New Jersey


Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn: William J. Willard

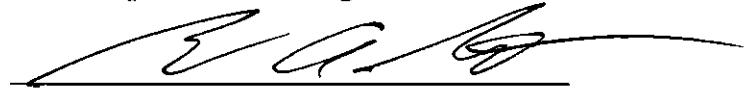
MARY M. RHEA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/23/2022

In Witness Whereof, the parties hereby execute this Development, Affordable Housing and Property Transfer Agreement freely and voluntarily for the purposes set forth herein to be effective as of the date first written above.

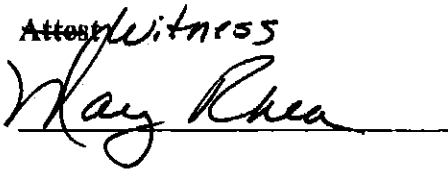
Attest


Marguerite Schmitt, Clerk

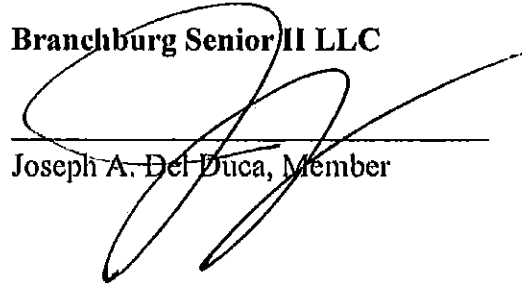
Township of Branchburg


Brendon Beatrice, Mayor

Attest witness



Branchburg Senior II LLC


Joseph A. Del Duca, Member

Acknowledgments Next Page

Township of Branchburg Acknowledgement

State of New Jersey:

SS.:

County of Somerset:

I certify that on March 26, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Development, Affordable Housing and Property Transfer Agreement by the Mayor of the Township of Branchburg; (c) affirms this Development, Affordable Housing and Property Transfer Agreement was signed and delivered by the Mayor as his voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.



Notary Public, State of New Jersey

Linda A Giliberti

NJ Notary # 50043594

Commission Expires: 08/09/2021

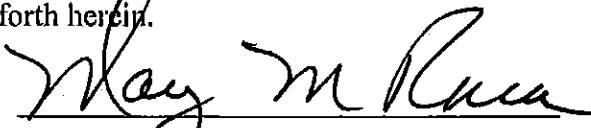
Branchburg Senior II LLC, Acknowledgment

State of New Jersey:

SS.:

County of Camden:

I certify that on March 26, 2021, Joseph A. Del Duca personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the managing member of Branchburg Senior II LLC; (b) is fully authorized to execute and deliver this Development, Affordable Housing and Property Transfer Agreement on behalf of Branchburg Senior Apartments LLC; and (c) executed and delivered this Development, Affordable Housing and Property Transfer Agreement voluntarily for the purposes set forth herein.



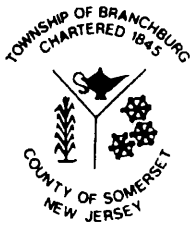
Notary Public of the State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn: William J. Willard

MARY M. RHEA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/23/2022

7.F. TJC/Premier Municipally Sponsored Development



Township of Branchburg

1077 US HIGHWAY 202 NORTH, BRANCHBURG, NJ 08876-3936

TELEPHONE: (908) 526-1300 FAX: (908) 526-2452

OFFICE OF THE

TOWNSHIP CLERK

July 15, 2020

Lt. Governor Sheila Y. Oliver, Commissioner
NJ Department of Community Affairs
101 S. Broad Street
P.O. Box 800
Trenton, NJ 08625-0800

Re: Resolution No. 2020-158 – Designation of Non-Condemnation
Redevelopment Area – Block 3, Lot 19 –
18 Lamington Road, Branchburg, NJ 08876

Dear Lt. Governor Oliver,

As directed per N.J.S.A. 40A:12A-6(5)(c), enclosed please find a certified copy of Resolution No. 2020-158, adopted by the Township Committee of the Township of Branchburg, County of Somerset at their meeting held on July 13, 2020.

This resolution approves the designation of the property, identified on the Tax Map of the Township of Branchburg as Block 3, Lot 19, a/k/a 18 Lamington Road, a Non-Condemnation Redevelopment Area.

If you require any additional information, you can contact me at maggie.schmitt@branchburg.nj.us.

Sincerely,

Marguerite Schmitt, RMC
Township Clerk

Enclosure

cc: (via email)
William Willard, Township Attorney
Kendra Lelie, Township Planner
Gregory Bonin, Township Administrator
Douglas Ball, Township Engineer



Township of Branchburg

1077 HIGHWAY 202, BRANCHBURG, NJ 08876-3936

TELEPHONE: (908) 526-1300 FAX: (908) 526-2452

www.branchburg.nj.us

OFFICE OF THE MUNICIPAL CLERK

RESOLUTION NO. 2020-158

I HEREBY CERTIFY that Resolution No. 2020-158 - Designation of Non-Condemnation Redevelopment Area – Block 3, Lot 19 – 18 Lamington Road, Branchburg, NJ 08876, adopted by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey on July 13, 2020, is a true copy of the aforementioned resolution as recorded in the official records of the Township of Branchburg.

Marguerite Schmitt, RMC
Township Clerk

RESOLUTION

NO. 2020-158

ADOPTED: JULY 13, 2020

WHEREAS, pursuant to the Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Redevelopment Law"), the Township Committee may direct the Planning Board to conduct a preliminary investigation and public hearing to determine whether certain areas of the Township constitute areas in need of redevelopment; and

WHEREAS, on January 27, 2020, the Township Committee of the Township of Branchburg adopted Resolution No. 2020-46 authorizing and directed the Planning Board to undertake a preliminary investigation with respect to the area commonly known as 18 Lamington Road and identified as Block 3, Lot 19 on the Tax Map of the Township ("Study Area") to determine whether the Study Area satisfies the criteria set forth in Section 5 of the Redevelopment Law, specifically N.J.S.A. 40A:12A-5, and should be designated a Non-Condemnation Redevelopment Area; and

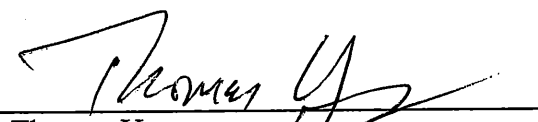
WHEREAS, the Planning Board prepared an investigative report titled "Preliminary Investigation of an Area in Need of Redevelopment (Non-Condemnation) – 18 Lamington Road", dated March 2020 ("Report") and conducted a duly noticed public hearing on June 23, 2020 in which testimony was received from the Planning Consultant and members of the general public were given an opportunity to pose questions and raise objections concerning the potential designation of the Study Area; and

WHEREAS, based on the information and testimony received at the Planning Board hearing, the Planning Board determined that the Study Area satisfies the redevelopment criteria provided under N.J.S.A. 40A:12A-5, as memorialized in Resolution PB 2020-10, and recommends that the Township Committee designate the Study Area as a Non-Condemnation Redevelopment Area pursuant to the Redevelopment Law.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey as follows: (1) the Township Committee hereby accepts the recommendation from the Planning Board and finds that Block 3, Lot 19 as shown on the official tax map of the Township of Branchburg is hereby deemed to be a Non-Condemnation Redevelopment Area pursuant to the Redevelopment Law, N.J.S.A. 40A:12A-5; (2) the Township Clerk is hereby directed to transmit a copy of this resolution to the Commissioner of Community Affairs; (3) the Township Clerk shall forward a copy of this resolution to all record owners of property located within the delineated area and upon each person who filed a written objection thereto and stated upon written submission an address to which notice may be sent.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Thomas Young
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	✓			
COLUMBUS	✓			
OWENS	✓			
BEATRICE	✓			
YOUNG	✓			

18 Lamington Road Redevelopment Plan



AUGUST 2020

Branchburg Township, Somerset County, New Jersey

18 Lamington Road Redevelopment Plan

Branchburg Township, Somerset County, New Jersey

Adopted by the Branchburg Township Committee on September 14, 2020 for the area designated as an Area in Need of Redevelopment (Non-Condemnation) pursuant to N.J.S.A. 40A: 12-1, et. seq., The New Jersey Local Redevelopment and Housing Law.

Prepared for Branchburg Township by:



Kendra Lelie, PP, AICP, LLA

NJPP License #5537

A signed and sealed copy is available at the municipal building.

TOWNSHIP OF BRANCHBURG MAYOR AND COMMITTEE

Thomas Young, Mayor
Brendon Beatrice, Deputy Mayor
Councilman James Schwon
Councilwoman Anna Columbus
Councilman David Owens

TOWNSHIP OF BRANCHBURG PLANNING BOARD

Robert Bouwman, Chair
Laurel Truppi, Vice Chair
Douglas Chabrak, Secretary
David Owens
Anna Columbus
Frank Devlin
Maria Donegan
Sherwin Ulep

Jo-Ann Ricks, Board Clerk
Kendra Lelie, PP, AICP, LLA, Township/Board Planner
Douglas Ball, PE, CME, Township Engineer
Steve Warner, Esq., Board Attorney
William Willard, Esq., Township/Redevelopment Attorney

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INTRODUCTION

This 18 Lamington Road Redevelopment Plan (the “Redevelopment Plan”) encompasses the entirety of an area in need of redevelopment established by the Branchburg Township Committee (the “Township Committee”) on July 13, 2020 via Resolution #2020-158 (refer to Appendix A for copy of resolution). The 18 Lamington Road Redevelopment Area is composed of Block 3, Lot 19 (the “Redevelopment Area”). This document is the second step in the implementation of a plan for redevelopment that began with the preliminary investigation conducted by the Branchburg Township Planning Board (the “Planning Board”) that resulted in a determination of an “area in need of redevelopment” by the Branchburg Township Committee.

Redevelopment Plan Process and Status

The formal redevelopment process for the Redevelopment Area began with the Township Committee’s direction to the Planning Board to conduct a preliminary investigation of the area to determine if it met the statutory criteria for designation as a Redevelopment Area (Resolution #2020-46 adopted January 20, 2020). The Planning Board held a public hearing on the findings of the preliminary investigation and recommended adoption of the Redevelopment Area as an “Area in Need of Redevelopment” to the Township Committee on June 23, 2020. The Planning Board found that the statutory criteria for an area in need of redevelopment under N.J.S.A. 40A:12A-5. “c” and “h” were met for the entirety of the area proposed to be designated for redevelopment. The Township Committee accepted the Planning Board’s recommendation and designated the site as a Redevelopment Area on July 13, 2020.

Plan Components

The Redevelopment Plan has been prepared pursuant to the Local Redevelopment and Housing Law. As required under the statute, the plan includes the following components (N.J.S.A. 40A:12A-7.a-f):

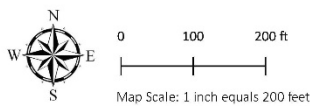
- Local Objectives;
- Proposed Land Uses and Requirements;
- Redevelopment Regulations and Standards;
- Relationship of the Redevelopment Plan to the Master Plan and Other Plans;
- Provision of Affordable Housing;
- Redevelopment Regulations and Relationship to Municipal Development Regulations;
- Relationship to the Municipal Master Plan

The following components of a redevelopment plan are not applicable to this Redevelopment Area and are not included in this redevelopment plan:

- Identification of property to be acquired, pursuant to N.J.S.A. 40A:12A-7.a (4), since this is a “non-condemnation” redevelopment plan and no properties are intended to be acquired through any other mechanisms;
- Inventory of affordable housing units to be removed because of the redevelopment plan’s implementation, pursuant to N.J.S.A. 40A:12A-7.a (6), since there are no dwellings affordable to low-and moderate-income households, within the Redevelopment Area that will be removed; and
- Plan for the replacement of affordable housing units to be removed because of the redevelopment plan’s implementation, pursuant to N.J.S.A. 40A:12A-7.a (7), since there are no dwellings affordable to low-and moderate-income households, within the Redevelopment Area that will be removed.



REDEVELOPMENT AREA: AERIAL PHOTO MAP
BLOCK 3, LOT 19 / 18 LAMINGTON ROAD, BRANCHBURG NJ



Map Prepared By:
 Kendra Lelie, PP, AICP, LLA
 Senior Associate
 P.O. Box 236, Hopewell, NJ 08525
 T (609) 451 0013
 kellee@kylemcmanus.com

April 2020

Data Sources:
 NJDOT Roads, GOOGLE EARTH 2019
 & NJGIS Parcel and MODIV



POLICY
 PLANNING
 DESIGN

LOCAL OBJECTIVES

This Redevelopment Plan provides a framework of regulations for the redevelopment of the study area to create:

- Provide senior rental affordable housing through a municipally sponsored program enabling a 40% setaside of affordable housing units within the development; and
- Ensure compatibility between the municipally sponsored multi-family affordable housing senior development and the adjacent land uses.

Objectives

1. Provide a framework for multi-family senior rental housing;
2. Ensure adequate buffering of the development from public viewing areas;
3. Provide for safe, legible and hierarchical vehicular and pedestrian circulation among land uses within the Redevelopment Area;
4. Provide for a new and more appropriate use of the site and building by requiring a comprehensive design of the multi-family senior residential use; and
5. Ensure comprehensive planning for redevelopment.

RELATIONSHIP TO THE BRANCHBURG TOWNSHIP LAND DEVELOPMENT ORDINANCE

Supersedes Existing Zoning

This Redevelopment Plan constitutes a new zone within the Township. Land use and other regulations of this Redevelopment Plan shall supersede those of the Branchburg Township Land Development Ordinance. Where the standards of the redevelopment plan are silent, the regulations of the Land Development Ordinance shall apply to the Redevelopment Area as permitted by N.J.S.A. 40A:12A-7.a(2).

Zoning Map

The zoning map of the Township of Branchburg shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect the area encompassed by this redevelopment plan as the “AH-7 18 Lamington Road Affordable Housing 7 Zone”.

Variances, Exceptions and Submission Waivers

Any plan approved by the Planning Board for redevelopment within the 18 Lamington Road Redevelopment Area, shall conform to use and other standards of this Redevelopment Plan. Variances shall not be granted from use regulations and any such deviations shall require an amendment to this redevelopment plan. Variances or design exceptions may be granted by the Planning Board from other standards contained in the remaining sections, herein, or within Township Code. Consideration of variances shall be undertaken pursuant to requirements of the New Jersey Municipal Land Use Law found at N.J.S.A. 40:55D-70.c. Consideration of exceptions shall be undertaken pursuant to requirements found at N.J.S.A. 40:55D-51. Consideration of submission waivers shall be undertaken pursuant to NJSA 40:55D – 10.3.

PROPOSED LAND USES, REQUIREMENTS, REGULATIONS & STANDARDS

Applications

Site plan review shall consist of a preliminary application and final application. Applications may be submitted for the entire project or in any number of phases. Preliminary approval for any phase shall entitle an applicant to building permits. Final approval for any phase shall not be granted unless or until that phase is substantially completed. No Certificate of Occupancy of any type shall be issued for any construction until the Planning Board has given final site plan approval for the phase in which such construction is located.

Redevelopment Area Zoning

AH-7 18 Lamington Road Affordable Housing 7 Zone

Permitted Principal Uses:

- 100 age-restricted multi-family dwelling units including:
 - 60 age-restricted market rate rental units; and
 - 40 age-restricted affordable rental units.
- Public recreation and open space.

Permitted accessory uses: An accessory use that is customarily incidental, and subordinate, to a permitted principal use is permitted. Multiple accessory uses are permitted. This includes all of the following accessory uses:

- Off-street parking;
- Signs;
- Fences and walls;
- Refuse disposal ;
- Maintenance building;
- Stormwater Management, sanitary sewer and other utilities;
- Accessory uses on the same lot and deemed customarily incidental to a permitted principal use by the approving authority; and
- Utility enclosures deemed necessary to serve Principal use on site.

Overall Development Design: The location and arrangement of buildings and uses within the AH-7 zoning district shall be substantially consistent with the Concept Plan attached as Appendix B to this Redevelopment Plan. Reasonable revisions shall be permitted provided they are deemed consistent with the design principles expressed in the Concept Plan as determined by the Planning Board or are required to obtain outside agency permits. The development on the tract is designed and constructed so that all structures within the development are planned, integrated, and coordinated using consistent:

- Exterior building materials and colors;
- Architectural features and style; and
- Landscaping and lighting fixtures.

Spatial and Bulk Standards: The following standards shall apply to the principal building and accessory uses:

- Minimum tract area shall be the entirety of the redevelopment area.
- Building setback to Lamington Road: 75 feet
- Zone Boundary Setback to buildings: 25 feet
- Maximum Building Height: 4 stories/55 feet

- Maximum Building Coverage: 25%
- Maximum Impervious Coverage: 45%
- Minimum Distance Between Buildings: 50 feet
- Minimum Buffer: 25 feet along Lamington Road
10 feet along all other property lines except for areas including wetlands and wetland buffers
- Min. Setback from Property Boundary to Refuse Disposal: 25 feet
- Private streets and off-street parking areas shall be located a minimum of 10 feet from any property boundary except where connectivity to Lamington Road is proposed and within the Lamington Road minimum buffer.
- Off-Street Parking: minimum of 1.6 spaces per unit

Traffic Generation: A traffic impact assessment report shall be submitted as part of the site plan approval. This report shall include existing conditions assessment, projected traffic generation, a level of service assessment for streets and intersections in the vicinity of the Redevelopment Area, and any other information reasonably requested by the Planning Board or its professionals.

Building Design. The building design shall be substantially consistent with the Concept Architectural Elevations provided in Appendix C. Reasonable revisions shall be permitted provided they are deemed consistent with the design principles or are required to obtain outside agency permits.

Signs:

- Freestanding Signs
 - a. Maximum number: 1
 - b. Minimum front setback: 15 feet
 - c. Maximum area per face: 60 square feet
 - d. Maximum height: 8 feet
- Building Signs
 - a. Maximum number: 1 per building
 - b. Maximum area: 6 square feet
 - c. Maximum height: No higher than the top of the first floor
- Directional Signs. Maximum area shall not exceed 6 square feet

Lighting: In addition to the requirements of Section 5-5 of the Land Development Ordinance, the following specific requirements are applicable:

- General. All outdoor lighting should be coordinated as to style, material and color.
- Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area.
- The use of light emitting diode (LED) fixtures is encouraged for energy efficiency and uniform illumination.
- Parking lots shall be illuminated with an average of no less than two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
- Illumination at property lines shall not exceed three-tenths (0.3) foot-candle, excluding public street rights-of-way.
- Lighting shall be provided by fixtures with a mounting height not more than 20 feet or the height of the building, whichever is less, measured from the ground level to the center line of the light source.
- Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface.
- The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.

Mechanical Equipment, Trash Collection and Loading Areas.

- General. Such areas, due to their visual and noise impacts onto adjacent properties and visitors to the site shall be screened, recessed and enclosed.
- Outdoor storage, utility meters, HVAC equipment, recycling containers, trash dumpsters, and other such service functions shall be incorporated into the overall design of the redevelopment area. Walls, screens, enclosures, or landscaping for such uses shall be of a similar construction and material as the primary buildings to which they are associated. Such accessory structures and uses shall be adequately landscaped to the point where the visual and acoustic impacts of these functions in conjunction with walls, screens and/or enclosures are fully contained and out of the view from general passersby.

Stormwater Management.

- Water quality measures shall comply with municipal regulations.

- If non-structural stormwater management mechanisms/elements, such as bio-swales, recharge areas, etc, are used adjacent to streets and parking areas, the development may be constructed without curbing or with modified curb design, provided that the elimination/modification of curbing is related to the functioning of the non-structural stormwater management mechanisms/elements, subject to the approval of the Municipal Engineer.
- The landscape design should facilitate water conservation through the use of drought-tolerant plants, capture, management and recharge of stormwater. The thoughtful integration of non-structural stormwater management elements within the landscape design is encouraged.

Steep Slope, Retaining Walls, Stream Corridor and Tree Replacement Consideration

- The Board shall grant exceptions from the limits on the disturbance of steep slope areas where reasonably necessary and consistent with the Concept Plan. However, this shall not include the Land Development Ordinance's technical requirements for stabilization of steep slopes.
- The Board may grant waivers of retaining wall requirements to allow for retaining walls of up to 12 feet in height where reasonably necessary and consistent with the Concept Plan provided adequate fall protection is included and a guide rail is implemented if adjacent to parking or a driveway.
- The Board may grant waivers from stream corridor buffer width requirements where reasonably necessary and consistent with the Concept Plan.
- Exceptions from tree replacement quantities shall be considered where reasonably necessary to provide for the development consistent with the Concept Plan but shall not result in a reduction of the required buffer planting standards.

Public Improvements

Public improvements may be required, or proposed, and shall be installed at the full expense of the designated redeveloper consistent with the design policies and standards that are contained within this Plan. The redeveloper is expected to install necessary public improvements on the property they control as well as abutting rights-of-way. No recapture of off-site improvement expenses from future development should be anticipated. However, nothing contained herein shall be construed to preclude the ability of the municipality or redeveloper from obtaining any governmental programs, grants, loans, or other financial support or incentives for public infrastructure improvements or other construction, or from the municipality to consider a recapture provision.

Relocation Assistance

If any resident will be displaced by the construction of project(s) contemplated herein such that relocation assistance as set forth in NJSA 20:4-1 is applicable, the costs of all such relocation assistance shall be borne by any designated Redeveloper(s).

Affordable Housing

The redevelopment area shall provide a minimum of 40 age-restricted rental units affordable to very-low, low- and moderate-income households. Affordable housing shall comply in every respect with the affordable housing requirements of the New Jersey Council on Affordable Housing, or any successor or replacement agency; the New Jersey Housing Mortgage and Finance Agency, or any successor or replacement entity, and the New Jersey courts, as such requirements exist at the time of final approval.

DEVELOPMENT PLAN REVIEW AND APPROVAL

Application for Development

The application for development shall include a site plan that shall be submitted in such form, and accompanied by such maps, documents, and materials as are prescribed in the Land Development of the Township of Branchburg and the Planning Board's Site Plan and Subdivision Application and Checklist.

Consistency with Redevelopment Plan

As a condition precedent to the filing of any application for development to the Planning Board for any property governed by this Redevelopment Plan, the Township Committee shall execute the Agreement with the redeveloper. Any development approved by the Planning Board prior to the enactment of this plan pursuant to the Land Development Ordinance regulations shall be deemed to be certified as consistent with this plan.

Planning Board Review

1. Site plan or subdivision review shall be conducted by the Branchburg Township Planning Board pursuant to N.J.S.A. 40:55D-1 et seq.
2. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in N.J.S.A. 40:55D-12a&b.
3. Any development approved by the Planning Board prior to the enactment of this plan pursuant to the Land Development Ordinance regulations shall not require an additional, separate approval by the Planning Board.

Effects of Approval

The effects of any Planning Board approval shall be consistent with the rights granted by Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) except to the extent they may be modified by an agreement between the Township and a redeveloper.

GENERAL PROVISIONS

Redevelopment Entity

The Township Committee shall act as the “Redevelopment Entity” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing this Redevelopment Plan and carrying out redevelopment projects. In doing so, the Township Committee shall have the powers set forth in N.J.S.A. 40A-12A-8 to effectuate all of its duties and responsibilities in the execution and implementation of this Redevelopment Plan.

Redeveloper Selection

The Township Committee may select a single redeveloper for the redevelopment of the entire Redevelopment Area. The Township Committee shall select the redeveloper based on the entity's experience, financial capacity, ability to meet deadlines, flexibility in meeting market demands within the framework of the Redevelopment Plan, and additional criteria that demonstrate the redeveloper's ability to implement the goals and objective of the plan.

Agreement

Once a redeveloper has been selected, the Township Committee shall enter into an agreement with the redeveloper that comports with the requirements of N.J.S.A. 40A:12A-9. Any development or construction within the Redevelopment Area shall be undertaken in accordance with the contractual agreement between the Township Committee and the municipally designated redeveloper. The agreement shall be in full force and effect prior to the redeveloper making application to the Planning Board for any site plan or subdivision approval.

Effect of Agreement

The execution of the agreement shall convey the right to prepare a site plan or subdivision application for development to the Planning Board in accordance with the terms of the agreement and Redevelopment Plan, among other rights that may be granted by the Township. In addition, the execution of the agreement shall establish the period of time as such rights to develop under the terms and conditions of the Redevelopment Plan shall be granted. Nothing herein shall prevent the Township Committee and redeveloper from mutually agreeing to an amendment of the Redevelopment Plan as it affects the redeveloper's property from time to time or at any time.

Expiration

The Redevelopment Plan shall remain in full force and effect for thirty (30) years.

Staff Employment

The Township Committee may employ or contract for and fix compensation of such experts and other staff and services as it may deem necessary, including, but not limited to, architecture, economic forecasting, engineering, environmental, landscape architecture, legal, market analysis, planning, and transportation consulting services. The Township Committee, however, shall not authorize expenditures which exceed, exclusive of gifts, grants or escrow accounts, the amounts appropriated for its use.

Acquisition of Property

The Township owns the property within the Redevelopment Area therefore the power of eminent domain is not applicable.

RELATIONSHIP TO THE MASTER PLAN AND PLANS OF OTHER JURISDICTIONS

There are no significant relationships between this plan and the master plans of adjacent municipalities. However, consistency is apparent in the 2011 Master Plan and the 2014 Reexamination Report, the 2017 Somerset County Housing Element of the Master Plan and the 2001 NJ State Development and Redevelopment Plan.

Branchburg Township Master Plan

The 2011 Land Use Element of the Master Plan included the following goals as it relates to providing a realistic opportunity for affordable housing:

- Provide for the development and redevelopment of the Route 22 corridor which creates a sense of place and manages traffic impacts; and
- Provide a variety of housing types to serve a broad range of needs for all ages and income levels.

The 2014 Reexamination Report supported the recommendations of the 2011 Land Use element and recognized the uncertainty at that time of the third round rules adoption but indicated that a new Housing Element and Fair Share Plan would need to be adopted to respond to the eventual adoption of new third round rules from COAH. The reexamination report recommended the following:

- The development of affordable housing shall be integrated within the existing context of neighborhoods; and
- Potential sites should be analyzed using comparative criteria that reflects a broad land use policy to ensure thoughtful integration of affordable housing.

The redevelopment area was one of the sites that was analyzed and highly ranked as a site for the development of affordable housing.

The orientation of the overall goals for the Township align with the Redevelopment Area's objectives to facilitate future compatible, integrated and smart growth while providing opportunities for affordable housing.

Somerset County 2017 Master Plan

The following is a list of objectives identified in the 2017 Somerset County Housing Element of the Master Plan that are applicable to this Redevelopment Plan:

- Promote inclusive communities by providing a wide range of housing choices in all neighborhoods;
- Ensure architecture and design of new housing enhances surrounding areas and includes pedestrian amenities;

- Guide residential and mixed-use infill and redevelopment into areas where existing infrastructure, employment, services and other community assets are concentrated;
- Promote efficient land use patterns and residential densities that provide “economies of scale necessary for cost-effective infrastructure maintenance, renewal and enhancement;
- Use residential and mixed-use redevelopment to return underutilized and vacant properties to productive use and catalyze community revitalization;
- Create opportunities to increase the supply of affordable housing necessary for meeting the needs of all types of very-low, low- and moderate-income households; and
- Match affordable housing solutions to community characteristics and infrastructure and community system capacity; while conserving and protecting environmental, cultural and historic resources.

State 2001 Development and Redevelopment Plan

The State Development and Redevelopment Plan (the “State Plan”) was adopted by the State Planning Commission on March 1, 2001. The plan is organized around eight policy goals for New Jersey’s communities. Of particular importance to the Redevelopment Area are the following goals:

- Goal 6 – Provide Adequate Housing at a Reasonable Cost
- Goal 8 – Ensure Sound Integrated Planning and Implementation Statewide

The Redevelopment Plan directly supports these State Plan goals. The plan seeks to provide affordable housing and provide comprehensive development consistent with local, regional and state land use policies.

Relocation Provisions

There is one residence located within the Redevelopment Area, however the dwelling unit is vacant. Therefore, a relocation plan is not necessary within the Redevelopment Area.

Development Costs					
Site Preparation		3.5Acres	\$24/SF	2,472,000	
Building Hard Costs		103,000 SF	\$120/SF	12,360,000	
Soft Costs		103,000 SF	\$15/SF	1,545,000	
Total Construction Costs				16,377,000	
Land Acquisition Costs				0	
Total Development Cost				16,377,000	
Developer's Overhead @ 5%				818,850	
Total Cost Plus Profit				\$17,195,850	
Gap Calculation (rounded)					
Total Cost Plus Profit				17,196,000	
Capitalized Value (NOI/OAR)				17,196,000	
Gap				0	
		Unit Type	Unit Size	# Units	Total SF
		Affordable	850-sf	40	34,000-sf
		2 BR Flat	1,150-sf	60	69,000-sf
		Total		100	103,000-sf

	Rental Projections	# Units	Mo. Rent	Total Rent	
	Affordables - Mixed Bedrooms	40	\$950	456,000	
	2 BR Flat	60	\$1,975	1,422,000	
	Totals	100		1,878,000	
	Projected Pro Forma				Total
	Total Projected Rent				1,878,000
	Vacancy Rate @ 5.00%				93,900
	Effective Gross Income (EGI)				1,784,100
	Stabilized Operating Expenses				
	Utilities				(70,000)
	Landscaping/Snow Removal				(77,500)
	Insurance				(40,000)
	Garbage Removal				(16,800)
	Repairs and Maintenance				(146,000)
	Employee Compensation				(150,000)
	Capital Reserves	2.50%			(44,603)
	Management Fees	5.00%			(89,205)
	Net Operating Income (NOI) pre tax				1,149,993
	PILOT @10%				-\$178,410
	Net Operating Income (NOI)				\$971,583
	Overall Cap Rate (OAR)				5.65%
	Market Value (NOI/OAR)				\$17,196,150

7.G. Advance/Fox Hollow Inclusionary Development



Township of Branchburg

1077 US HIGHWAY 202 NORTH, BRANCHBURG, NJ 08876-3936

TELEPHONE: (908) 526-1300 x122 FAX: (908) 526-2452

www.branchburg.nj.us

May 14, 2020

Somerset County Clerk's Office
Christine Heckman/Recording Dept.
PO Box 3000
Somerville, NJ 08876

Re: US Home Corporation d/b/a Lennar
Property: Block 5.11, Lot 2.04
Case No.: 15-007

Dear Christine,

As authorized by Resolution No. 2020-26, adopted by the Branchburg Township Committee on January 2, 2020, enclosed please find an executed copy of a First Amendment to Developer's Agreement for the above referenced project.

Please record and charge any fees to the Township of Branchburg's account. In addition, please return the recorded originals to the Branchburg Township Clerk's office in the self-addressed stamped envelope enclosed.

Sincerely,

Maggie Schmitt, RMC
Township Clerk

cc: (via email w/ copies of the executed agreements)
Douglas Ball, Township Engineer
William Willard, Township Attorney
Stephen M. Dahl, Director of Entitlements, Lennar

CERTIFIED RR# 7011 0470 0001 8993 1522



**SOMERSET COUNTY
DOCUMENT COVER SHEET**

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

(Official Use Only)

DATE OF DOCUMENT: May 1, 2020	TYPE OF DOCUMENT: FIRST AMENDMENT TO DEVELOPER'S AGREEMENT
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) US Home Corporation D/B/A Lennar	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) TOWNSHIP OF BRANCHBURG
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

<p>DO NOT REMOVE THIS PAGE</p> <p>THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD</p> <p>RETAIN THIS PAGE FOR FUTURE REFERENCE</p>

First Amendment To Developer's Agreement

US Home Corporation d/b/a Lennar, Block 5.11, Lot 2.04

This First Amendment to Developer's Agreement ("Agreement"), dated May 1, 2020, is by and between US Home Corporation D/B/A Lennar whose address is 2465 Kuser Road, 3rd Floor, Hamilton, New Jersey 08690 ("Developer") and the Township of Branchburg, a municipal corporation of the State of New Jersey, with offices located at 1077 US Highway 202 North, Branchburg, New Jersey 08876 ("Township").

WHEREAS, Developer is the developer of a parcel of land designated on the Tax Map of the Township of Branchburg as Block 5.11, Lot 2.04 (the "Property"); and

WHEREAS, on May 5, 2015, Developer's predecessor-in-interest, Advance/GLB Development Partners, LLC, ("Advance") was granted d(1) use variance relief ("Use Variance Approval") by the Branchburg Township Zoning Board of Adjustment ("Board") to develop the Property by constructing for a maximum of 120 residential units (including a maximum of 92 market-rate townhomes and 28 affordable housing apartments) ("Project"); and

WHEREAS, the Use Variance Approval was memorialized by Resolution adopted on June 17, 2015; and

WHEREAS, on October 4, 2016, the Board granted preliminary and final major site plan approval ("Site Plan Approval") to construct 81 market-rate townhouses and 28 affordable housing apartment units on the Property, which Site Plan Approval was memorialized by Resolution adopted November 1, 2016; and

WHEREAS, a Developer's Agreement ("Developer's Agreement") dated October 9, 2017 was executed by Advance and the Township; and

WHEREAS, on October 29, 2019, Developer was granted Amended Site Plan approval ("Amended Site Plan Approval") by the Board, which Amended Site Plan Approval was memorialized by Resolution Case No. 15-007 ("Resolution") adopted December 3, 2019; and

WHEREAS, the Amended Site Plan Approval revised the Site Plan Approval to include changes in materials, colors and architectural details, a modification to the delivery schedule of the affordable units, as well as modifications to two previously approved affordable housing buildings to permit Developer to construct an eighteen (18) unit building ("Eighteen Unit Building") and a twelve (12) unit building ("Twelve Unit Building") (collectively "Affordable Housing Buildings") rather than the sixteen (16) unit building and twelve (12) which were previously approved; and

WHEREAS, the Amended Site Plan Approval was corrected (“Revised Bedroom Distribution”) by the Board to revise the bedroom distribution set forth in the Resolution, which Revised Bedroom Distribution was approved and memorialized by Resolution adopted on March 3, 2020; and

WHEREAS, as a condition of the Amended Site Plan Approval, Developer is required to execute a revised Developer’s Agreement with the Township.

NOW, THEREFORE, in consideration of the foregoing the parties hereby agree as follows:

1. Developer shall construct 81 market rate townhomes (“Market Rate Townhomes”) and 30 affordable housing rental apartment units (“Affordable Units”) in accordance with the plans prepared by Gladstone Design dated August 10, 2015, last revised February 19, 2020, as may be further revised, which were submitted to and approved by the Board (“Board-Approved Plans”) and architectural plans prepared by City Invincible dated January 17, 2019 last revised January 22, 2020 (“Architectural Plans”), as may be further revised.

2. Developer shall fully comply with the Resolution and all applicable statutes, ordinances, rules, regulations and all other requirements of any governmental bodies having jurisdiction over any aspect of the Project. The Developer agrees that if it fails or refuses to comply with these requirements, the Township may suspend all building permits issued for the Project until such time as the Developer shall comply.

3. Developer shall provide thirty (30) low and moderate income family rental housing units, of which thirteen (13%) percent, or four (4) units will be available to very low income households earning 30% or less of the regional median income by household size, and no more than fifteen (15) units will be available to moderate income households earning more than 50% but less than 80% of the regional median income by household size.

4. The construction of the Affordable Housing Buildings shall be phased (“Phasing Schedule”) such that the Eighteen Unit Building must be completed and all certificates of occupancy issued before a certificate of occupancy is issued for the 28th Market Rate Unit in the Development, and the Twelve Unit Building must be completed and all certificates of occupancy issued before a certificate of occupancy is issued for the 58th Market Rate Unit in the Development. This Phasing Schedule is subject to the approval of the Superior Court in connection with the approval of and compliance with the Township’s Third Round Housing Element and Fair Share Plan.

5. Except as set forth in paragraph 4 above, the Affordable Housing Buildings and Rental Units shall be constructed, operated, marketed, rented and maintained in strict accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations or ordinances (collectively "Affordable Housing Regulations"). Developer shall comply with the following requirements pertaining to the Affordable Housing Rental Units: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan in conformance with the Affordable Housing Regulations; (b) provide and record Deed Restrictions in the forms attached hereto as **Exhibits A and B** covering the thirty (30) Affordable Housing Rental Units prior to issuance of any Certificates of Occupancy. The terms and conditions of said Deed Restrictions shall be incorporated herein and made part of this Agreement. The control period for each Affordable Housing Rental Unit shall commence separately based upon the date the Unit is occupied by a qualified income household as certified by the Township's Administrative Agent in accordance with the Affordable Housing Regulations. The Deed Restriction for each Affordable Housing Rental Unit shall remain in effect for a period of at least thirty (30) years and until the Township elects to release the Unit; (c) use the Township's designated Administrative Agent for the marketing, administration, rental and monitoring of the Affordable Housing Rental Units and be responsible for all costs and fees of the Township's Administrative Agent pertaining thereto; (d) be responsible for maintaining and providing the Township with documentation pertaining to the marketing, administration, rental and monitoring of the Affordable Housing Rental Units; (e) be responsible for contracting with an authorized entity to set the Affordable Housing Rental Unit rates; (f) be responsible for maintaining the Affordable Rental Units in accordance with Uniform Construction Code standards for continued occupancy; (g) ensure all the Affordable Housing Rental Units are occupied by income qualified households as approved by the Township's Administrative Agent; (h) ensure Affordable Housing Rental Units have access to the same amenities as the Market Rate Townhomes; (i) ensure Affordable Housing Rental Units utilize the same type of heating systems as the Market Rate Townhomes; and (j) ensure all Leases for the Affordable Housing Rental Units shall not include any hidden charges including, but not limited to, charges for appliances provided by the landlord, parking or storage closets.

6. Bedroom distribution for the Affordable Units shall be as follows: (a) Five (5) one-bedroom units; (b) Six (6) three-bedroom units; and (c) Nineteen (19) two-bedroom unit. At least fifty (50%) percent of the units in each bedroom distribution shall be affordable to low or very low income households, and at least one (1) unit in each bedroom distribution being affordable to very low income households.

7. Site work, construction and operation of the Development shall be in accordance with the Application, testimony and exhibits provided by Developer, the Board-Approved Plans and Architectural Plans, as same may be revised, as well as the findings, conclusions and conditions of approval set forth in the Resolution.

8. In addition to the performance guarantee previously as set forth in the Developer's Agreement, Developer shall be required to post a performance guarantee in the amount of \$3,449,130.30 consisting of \$2,069,478.18 for the Eighteen Unit Building and \$1,379,652.12 for the Twelve Unit Building for the construction of the Affordable Housing Buildings ("Affordable Housing Performance Guarantee"). No building permit shall issue until the required Performance Guarantee and fees have been posted. The Resolution and this Agreement shall be incorporated within all bonds or letters of credit supplied by the Developer. Any bonding company selected by the Developer must be licensed to do business in the State of New Jersey. The Developer shall provide a certification of financial solvency of the bonding company with the bond and annually thereafter. If the bonding company becomes financially insecure at any time before the bond is released, the Developer shall immediately provide substitute surety or replacement Performance Guarantee in the standard form approved by the Department of Community Affairs pursuant to N.J.S.A. 40:55D-53a and 53b to the satisfaction of the Township Attorney. Developer has provided Performance Bond #024244829, dated 3/19/20, attached hereto as **Exhibit C** in satisfaction of this requirement.

9. Upon request of the Developer and recommendation of the Township Engineer, the Township may by resolution reduce the amount of the Performance Guarantee in accordance with the procedure set forth in the Municipal Land Use Law, as each building is completed and receives all of its permanent certificates of occupancy.

10. The construction of the Eighteen Unit Affordable Housing Building shall be completed to the satisfaction of the Township Engineer within 12 months from the date of the signed plans under this amended approval, and the Twelve Unit Affordable Housing Building shall be completed within 4 months after the completion of the Eighteen Unit Affordable Housing Building. If the Developer does not complete the Affordable Housing Buildings within the specified time, then upon 30 days' written notice to Developer, the Township may contract for completion of the Affordable Housing Buildings or may complete them with its own labor and materials, and the cost and expenses for the completion shall be chargeable against the Developer, and the Developer's Performance Guarantee, including any attorney's fees or court costs resulting from such default. If the Performance Guarantee is insufficient, then the Developer shall be liable for the payment of any deficiencies.

11. Developer shall restore and replenish all escrow deposits as required by and in the manner required by the Township Land Use Ordinance and by statute. In any event, the Developer shall remain responsible for the payment of all reasonable inspection fees.

12. The Homeowner's Association documents shall be amended to reflect changes in the design of the Affordable Housing Buildings and other modifications resulting from the Approval.

13. Developer shall comply with all conditions of the Amended Site Plan Approval as set forth in the Resolution attached hereto and made a part hereof as **Exhibit D**.


14. Except as set forth herein, the original Developer's Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Agreement freely and voluntarily for the purposes set forth herein to be effective as of the date first written above.


Attest


Marguerite Schmitt, Clerk

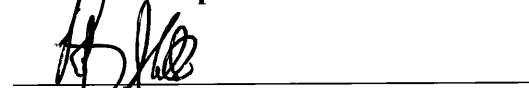
Township of Branchburg


Thomas Young, Mayor

Witness


Stephen M. Dahl, Representative

US Home Corporation d/b/a Lennar


Robert Calabro, Vice President

Acknowledgments Next Page

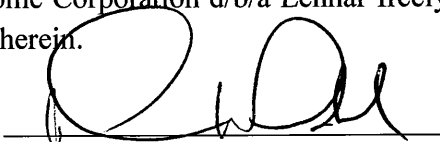
Developer Acknowledgment

STATE OF NEW JERSEY :

MERCER : SS

COUNTY OF ~~SOMERSET~~ :

I certify that on MAY 1, 2020, Robert Calabro personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Vice President of US Home Corporation d/b/a Lennar the Developer referenced in this First Amendment to Developer's Agreement; (b) is fully authorized to execute and deliver this First Amendment to Developer's Agreement on behalf of US Home Corporation d/b/a Lennar as authorized by its Board of Directors; and (c) executed and delivered this First Amendment to Developer's Agreement on behalf of US Home Corporation d/b/a Lennar freely and voluntarily for the purposes and consideration set forth therein.


Notary Public, State of New Jersey

STEPHEN N. DALLA
ATTORNEY AT LAW OF THE STATE OF NJ

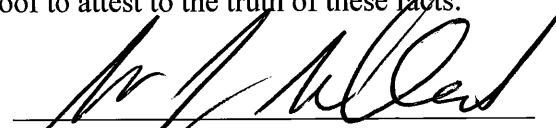
Township Acknowledgement

STATE OF NEW JERSEY :

SS.:

COUNTY OF SOMERSET :

I certify that on May 11, 2020, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this First Amendment to Developer's Agreement by the Mayor of the Township of Branchburg; (c) affirms this First Amendment to Developer's Agreement was signed and delivered by the Mayor as his voluntary act duly authorized by the governing body of the Township of Branchburg; (d) knows the proper seal of the Township of Branchburg which was affixed to this document; and (e) signed this proof to attest to the truth of these facts.


Notary Public, State of New Jersey

William J. Willard
Attorney At Law
State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn: William J. Willard

EXHIBIT A
Deed Restriction for Block 5.12, Lot 6

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

Block 5.12, Lot 6, Township of Branchburg, Somerset County, New Jersey

611 Aqueduct Court (2 Bedroom Low Income); 612 Aqueduct Court (1 Bedroom Moderate Income); 613 Aqueduct Court (2 Bedroom Low Income); 614 Aqueduct Court (2 Bedroom Moderate Income); 621 Aqueduct Court (2 Bedroom Moderate Income); 622 Aqueduct Court (3 Bedroom Moderate Income); 623 Aqueduct Court (3 Bedroom Low Income); 624 Aqueduct Court (2 Bedroom Low Income); 631 Aqueduct Court (2 Bedroom Moderate Income); 632 Aqueduct Court (2 Bedroom Very Low Income); 633 Aqueduct Court (2 Bedroom Low Income); 634 Aqueduct Court (2 Bedroom Moderate Income)

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property

**With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

This "Deed Restriction" entered into on this ____ day of _____, 2020, by and between the Township of Branchburg, a municipal corporation of the State of New Jersey, with principal offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey 08876 ("Township") and U.S. Home Corporation d/b/a Lennar, with an address located at 2465 Kuser Road, 3rd Floor, Hamilton, New Jersey 08690 ("Owner") the owner of residential development containing rental housing units located on Aqueduct Court in the Township of Branchburg, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of and in conformance with the Branchburg Board of Adjustment approval of Case No. 15-007, pertaining to the development of the property identified on the Branchburg Township Tax Maps as Block 5.11, Lot 2.04, with market rate townhomes and affordable housing apartment rental units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on the twelve (12) residential affordable housing rental units located on Aqueduct Court in the Township of Branchburg, Somerset County, New Jersey, such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The twelve (12) affordable housing rental units made subject to this Deed Restriction are described as "Building No. 6 Apartment Unit", in the Master Deed for Fox Hollow by Lennar, a

Condominium, dated November 12, 2019, and recorded with the Somerset County Clerk's Office on November 13, 2019, in Deed Book 7166, Page 2556 et seq., and are located on the property identified on the Branchburg Tax Maps as Block 5.12, Lot 6, with addresses on Aqueduct Court in the Township of Branchburg, County of Somerset, State of New Jersey. The twelve (12) affordable housing rental units shall be Deed Restricted as follows: 611 Aqueduct Court (2 Bedroom Low Income); 612 Aqueduct Court (1 Bedroom Moderate Income); 613 Aqueduct Court (2 Bedroom Low Income); 614 Aqueduct Court (2 Bedroom Moderate Income); 621 Aqueduct Court (2 Bedroom Moderate Income); 622 Aqueduct Court (3 Bedroom Moderate Income); 623 Aqueduct Court (3 Bedroom Low Income); 624 Aqueduct Court (2 Bedroom Low Income); 631 Aqueduct Court (2 Bedroom Moderate Income); 632 Aqueduct Court (2 Bedroom Very Low Income); 633 Aqueduct Court (2 Bedroom Low Income); 634 Aqueduct Court (2 Bedroom Moderate Income) (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon the date on which the first certified household occupies the unit and shall expire as determined under the Uniform Controls as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release the unit from such requirements. Prior to such Township election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Uniform Controls") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very low income households and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township's Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Administrative Agent.

D. Owner shall notify the Township and its Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Owner.

F. Owner shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) use the Township's designated Administrative Agent for the marketing, administration, rental and monitoring of the affordable housing rental units and pay all costs and fees associated therewith; (c) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (d) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (e) ensure all the Affordable Housing Rental Units are occupied by qualified income households as approved by the Township's Administrative Agent.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by Owner, or any successor in interest or other owner of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity including, but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Thomas Young, Mayor

Witness/Attest

U.S. Home Corporation d/b/a Lennar

U.S. Home Corporation D/B/A Lennar Acknowledgment

State of New Jersey :
: SS.:
County of :

I certify that on _____, 2020, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the _____ of U.S. Home Corporation d/b/a Lennar, the owner of the Property referenced in this Deed Restriction; (b) is fully authorized to execute and deliver this Deed Restriction on behalf of U.S. Home Corporation d/b/a Lennar; and (c) executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Notary Public of the State of New Jersey

Township Of Branchburg Acknowledgment

State of New Jersey :
: SS.:
County of Somerset :

I certify that on _____, 2020, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Branchburg; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

EXHIBIT B
Deed Restriction for Block 5.12, Lot 7

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

Block 5.12, Lot 7, Township of Branchburg, Somerset County, New Jersey

711 Emerald Drive (2 Bedroom Moderate Income); 712 Emerald Drive (1 Bedroom Moderate Income); 713 Emerald Drive (1 Bedroom Low Income); 714 Emerald Drive (1 Bedroom Low Income); 715 Emerald Drive (1 Bedroom Very Low Income); 716 Emerald Drive (2 Bedroom Low Income); 721 Emerald Drive (2 Bedroom Moderate Income); 722 Emerald Drive (3 Bedroom Moderate Income); 723 Emerald Drive (3 Bedroom Very Low Income); 724 Emerald Drive (3 Bedroom Low Income); 725 Emerald Drive (3 Bedroom Moderate Income); 726 Emerald Drive (2 Bedroom Moderate Income); 731 Emerald Drive (2 Bedroom Moderate Income); 732 Emerald Drive (2 Bedroom Low Income); 733 Emerald Drive (2 Bedroom Very Low Income); 734 Emerald Drive (2 Bedroom Low Income); 735 Emerald Drive (2 Bedroom Low Income); 736 Emerald Drive (2 Bedroom Moderate Income)

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property

**With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

This "Deed Restriction" entered into on this ____ day of _____, 2020, by and between the Township of Branchburg, a municipal corporation of the State of New Jersey, with principal offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey 08876 ("Township") and U.S. Home Corporation d/b/a Lennar, with an address located at 2465 Kuser Road, 3rd Floor, Hamilton, New Jersey 08690 ("Owner") the owner of residential development containing rental housing units located on Aqueduct Court in the Township of Branchburg, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of and in conformance with the Branchburg Board of Adjustment approval of Case No. 15-007, pertaining to the development of the property identified on the Branchburg Township Tax Maps as Block 5.11, Lot 2.04, with market rate townhomes and affordable housing apartment rental units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on the eighteen (18) residential affordable housing rental units located on Emerald Drive in the Township of Branchburg, Somerset County, New Jersey, such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The eighteen (18) affordable housing rental units made subject to this Deed Restriction are described as "Building No. 7 Apartment Unit", in the Master Deed for Fox Hollow by Lennar, a Condominium, dated November 12, 2019, and recorded with the Somerset County Clerk's Office on November 13, 2019, in Deed Book 7166, Page 2556 et seq., and are located on the property identified on the Branchburg Tax Maps as Block 5.12, Lot 7, with addresses on Emerald Drive in the Township of Branchburg, County of Somerset, State of New Jersey. The eighteen (18) affordable housing rental units shall be Deed Restricted as follows: 711 Emerald Drive (2 Bedroom Moderate Income); 712 Emerald Drive (1 Bedroom Moderate Income); 713 Emerald Drive (1 Bedroom Low Income); 714 Emerald Drive (1 Bedroom Low Income); 715 Emerald Drive (1 Bedroom Very Low Income); 716 Emerald Drive (2 Bedroom Low Income); 721 Emerald Drive (2 Bedroom Moderate Income); 722 Emerald Drive (3 Bedroom Moderate Income); 723 Emerald Drive (3 Bedroom Very Low Income); 724 Emerald Drive (3 Bedroom Low Income); 725 Emerald Drive (3 Bedroom Moderate Income); 726 Emerald Drive (2 Bedroom Moderate Income); 731 Emerald Drive (2 Bedroom Moderate Income); 732 Emerald Drive (2 Bedroom Low Income); 733 Emerald Drive (2 Bedroom Very Low Income); 734 Emerald Drive (2 Bedroom Low Income); 735 Emerald Drive (2 Bedroom Low Income); 736 Emerald Drive (2 Bedroom Moderate Income) (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon the date on which the first certified household occupies the unit and shall expire as determined under the Uniform Controls as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release the unit from such requirements. Prior to such Township election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Uniform Controls") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very low income households and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township's Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Administrative Agent.

D. Owner shall notify the Township and its Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Owner.

F. Owner shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) use the Township's designated Administrative Agent for the marketing, administration, rental and monitoring of the affordable housing rental units and pay all costs and fees associated therewith; (c) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (d) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (e) ensure all the Affordable Housing Rental Units are occupied by qualified income households as approved by the Township's Administrative Agent.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by Owner, or any successor in interest or other owner of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity including, but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Signatures Next Page

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Thomas Young, Mayor

Witness/Attest

U.S. Home Corporation d/b/a Lennar

U.S. Home Corporation D/B/A Lennar Acknowledgment

State of New Jersey :
: SS.:
County of :

I certify that on _____, 2020, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the _____ of U.S. Home Corporation d/b/a Lennar, the owner of the Property referenced in this Deed Restriction; (b) is fully authorized to execute and deliver this Deed Restriction on behalf of U.S. Home Corporation d/b/a Lennar; and (c) executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Notary Public of the State of New Jersey

Township Acknowledgment Next Page

Township Of Branchburg Acknowledgment

State of New Jersey :
: SS.:
County of Somerset :

I certify that on _____, 2020, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Branchburg; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

EXHIBIT C
Performance Bond No. 024244829

Block: 5.12 Lot: 6 & 7
Affordable Buildings 6 & 7

Bond No. 024244829

PERFORMANCE SURETY BOND

We, U.S. Home Corporation d.b.a. Lennar, having offices at 2465 Kuser Road, Hamilton, New Jersey 08690, as principal, and Liberty Mutual Insurance Company, having offices at 175 Berkeley Street, Boston, MA 02116, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the municipality of the Township of Branchburg in the county of Somerset, obligee, in the sum of \$3,449,130.30, for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On October 29, 2019, principal was granted amended approval by the Township of Branchburg Board of Adjustment (approving authority) of the Township of Branchburg for Engineer's Case Number 2015-007A PFSP. Project Name: Advance/GLB Development Partners LLC, Block 5.11, Lot 2.04, Fox Hollow III (include reference to specific job and resolution of approval). The estimate by L2i Construction of the cost of this work and the resolution of approval are attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the principal hereby furnishes a performance surety bond in the amount of \$3,449,130.30, written by Liberty Mutual Insurance Company, a surety licensed in the State of New Jersey, guarantying full and faithful completion of improvements approved by the approving authority, in lieu of completing the required improvements prior to the granting of final approval. This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the municipal governing body, except that in those instances where some of the improvements are approved or accepted by resolution of the governing body upon certification by the municipal engineer, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53. The amount of the bond remaining shall be sufficient to secure provision of the improvements not yet approved.

This bond shall remain in full force and effect until released by resolution of the municipal governing body.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality, in accordance with the applicable provisions of the Municipal Land Use Law.
2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the municipality, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect.
3. The aggregate liability of the surety shall not exceed the sum set forth above.
4. In the event that the improvements subject to this bond are not completed within the time allowed under the conditions of the final approval issued pursuant to the Municipal Land Use Law, including such extensions as may be allowed by the approving authority, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails

or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

6. In the event that the principal and the approving authority agree to changes in the scope of work, the obligations of the surety under this bond shall not be affected so long as the cost of the work does not exceed the estimate, attached hereto and made a part hereof, which estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds the estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.

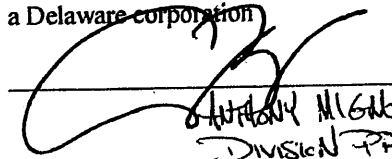
7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to the approving authority becomes effective.

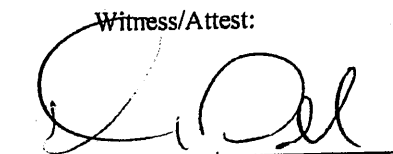
Date: March 19, 2020

Principle

U.S. Home Corporation d.b.a. Lennar,
a Delaware corporation

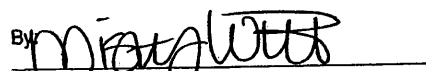

ANTHONY M. GIBSON
DIVISION PRESIDENT

Witness/Attest:

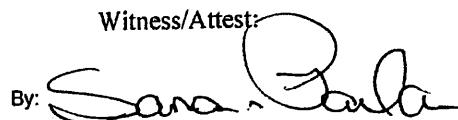

STEPHEN M. DIKE

Surety:

Liberty Mutual Insurance Company

By: 
Misty Witt, Attorney-in-fact

Witness/Attest:

By: 
Sandra Parker, Witness



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Misty Witt all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

CERTIFIED RESOLUTION

U.S. HOME CORPORATION

I, Susan Bernstein, Assistant Secretary of U.S. Home Corporation, a Delaware corporation, do hereby certify that the following resolutions were duly adopted by Written Consent of the Board of Directors of said Corporation dated November 2, 2007, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof:


RESOLVED, that **ANTHONY MIGNONE** be, and hereby is, elected **Vice President** of the Corporation to serve in such capacity, pursuant to the Bylaws of the Corporation, until the next annual meeting of Directors or until his successor is elected and qualified; and

RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and that all actions, transactions and deeds by **ANTHONY MIGNONE** in his official capacity as **Vice President** in the name of or on behalf of the Corporation, including but not limited to being authorized to execute and deliver bonds, that were performed prior to the passage of these resolutions be, and they hereby are ratified, confirmed and approved in all respects.

The undersigned does hereby further certify on behalf of the Corporation that the signature or facsimile signature of Anthony Mignone set forth below is genuine:

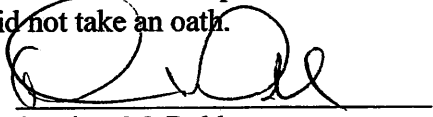

Anthony Mignone, Vice President

WITNESS my hand and the seal of said Corporation this 20th day of March, 2020.


Susan Bernstein, Assistant Secretary

STATE OF NEW JERSEY
COUNTY OF MERCER

Sworn to and subscribed before me this 20th day of March, 2020 by Susan Bernstein, Assistant Secretary of U.S. Home Corporation, a Delaware corporation, on behalf of the Corporation. She is personally known to me and did not take an oath.


Stephen M. Dahl
Attorney at Law, State of New Jersey



1/28/2020



1/28/2020

EXHIBIT D
Amended Site Plan Approvals adopted 12/3/19 and 3/3/20

TOWNSHIP OF BRANCHBURG BOARD OF ADJUSTMENT

RESOLUTION

Case No. 15-007
Block 5.11, Lot 2.04
3460 Route 22 West

WHEREAS, US Home Corporation d/b/a Lennar ("Applicant") has applied to the Board of Adjustment of the Township of Branchburg (the "Board") for amended d(1) use variance relief and amended Site Plan Approval, together with amendment of certain conditions of the approvals previously granted, in connection with the construction of a residential project including market rate townhomes and Affordable Housing apartment units on property located and fronting on Route 22 (Westbound) and designated Block 5.11, Lot 2.04 on the Branchburg Township Tax Map (the "Subject Property"); and

WHEREAS, a public hearing was commenced on June 19, 2019, continued on September 18, 2019, October 1, 2019 and concluded on October 29, 2019, during which hearing the Applicant's submissions were reviewed by the Board, testimony was provided on behalf of the Applicant, legal argument was advanced by Applicant's counsel, and the Board's consultants, retained experts, and members of the public were given an opportunity to comment on the Application; and

WHEREAS, the Board has considered the Applicant's submissions for amended d(1) variance and site plan approvals and related amendments to the previously-imposed conditions of approval, with respect to the Subject Property, including testimony of witnesses presented by Applicant and the arguments of Applicant's counsel, in addition to the comments and reports from the Board's consultants and experts, and the familiarity of the Board members with the Subject Property and its environs, and there being no comments from members of the public;

NOW THEREFORE BE IT RESOLVED by the Board of Adjustment of the Township of Branchburg that, based upon the foregoing, the following findings of fact and conclusions of law are made:

1. Applicant is the owner of the Subject Property. The Subject Property is a 14 acre parcel, located and fronting on Route 22 (Westbound), is designated Block 5.11, Lot 2.04 on the Branchburg Township Tax Map, and is located in the "O" (Office) Zone.
2. Applicant's predecessor in title was granted d(1) use variance relief by this Board on May 5, 2015, which grant and approval was memorialized in a Resolution adopted June 17, 2015, to permit the development of the Subject Property for a maximum of 120 residential units (including a maximum of 92 market-rate townhouses and 28 Affordable Housing apartments), together with related amenities, such approval being subject to a number of conditions, including the filing and successful prosecution of a complete Application for site plan approval, together with any proposed bulk variances and/or design waivers.
3. Applicant's predecessor in title further obtained preliminary and final Site Plan approval with related dimensional and bulk variances and design standard exceptions, and subject to a number of conditions of approval, on October 4, 2016, which approval was memorialized in a Resolution adopted November 1, 2016.
4. The previous applications were prosecuted to conclusion by the prior owner. Applicant was the contract purchaser for the Subject Property at the time of Site Plan approval and has now become the owner/developer of the residential project.
5. Applicant now seeks to amend the previously approved Site Plan which provided for 81 market-rate townhouses and 28 Affordable Housing apartment units, and

amend certain of the conditions of approval imposed with respect to that Site Plan, and in doing so, technically amend the bifurcated d(1) variance previously granted.

6. Due to non-approved changes to architectural elements, materials and colors on the townhomes being built on site and complete redesign of the two proposed Affordable Housing buildings, construction was halted by the Township pending Applicant's processing of the present proposals for modification of the project approvals. Four townhome buildings were under construction – 3 nearly completed – at the time work was stopped.
7. Applicant's representative testified that at the time Applicant contracted for the property, even at the time of closing on the title transfer, the buildings to be constructed had not yet been fully designed by the architect nor fully engineered. As a result, costs could not be sufficiently evaluated and were, in fact, grossly underestimated, particularly the costs associated with the construction of the Affordable Housing buildings as approved. Beyond the pure economic issue, however, Applicant's representative testified that market preferences for design, color palette and aesthetic features had changed significantly from the elements in the approved buildings – both the market rate townhomes and the Affordable Housing buildings.
8. Applicant's architect testified that, in addition to certain availability issues, the proposed changes in materials and colors actually reflected market-driven decisions about preferences for less architectural trim and detail (simpler, sleeker lines) and for lighter and cooler colors and materials (in preference to earth tones). In addition, Applicant's experience with Affordable Housing management companies

reflected a preference for designs permitting individual unit access rather than central apartment building style hallways.

9. Elevators were a major cost factor in the approved Affordable Housing buildings. Although they provided for the potential of full three-story ADA accessibility, this access came with the less “marketable” and manageable central hall (apartment building style) floor layouts and did not permit the much larger storage units which could be built into the ground floor of the proposed new Affordable Housing building designs. The new proposed floor plans provide separate ground-level entrance doors for the Affordable Housing units. The units on the first floor have direct access at ground level and will all be ADA accessible. The second and third floor units will be reached by internal staircases. The Affordable Housing buildings will be consistent in appearance with the townhome buildings and access will function more like a townhome than an apartment building.
10. The Township Planner confirmed that 3-story walk-ups were not unusual and that it is reasonable to design these buildings without elevators, provided the ground floor units are ADA accessible and adaptable. He also opined that the Court would likely characterize elevators as “cost generative” features.
11. Reflecting the differing designs and construction schedules for the Affordable Housing buildings, Applicant sought and was given, a modified delivery schedule for Affordable Housing units in connection with the 2016 Site Plan approval. For the same reason, but reflecting the newly-proposed changes in the design and construction of the Affordable Housing buildings, Applicant proposed further modification of the Affordable Housing unit delivery schedule. Applicant acknowledged that such a change will have to be approved by the Court for the

execution of this portion of the Township's Affordable Housing Plan. Further, to assure that both buildings are fully completed, Applicant offered to provide performance security for the full costs of both buildings, including underwriting the cost of a professional cost estimator for the Township to retain to determine the necessary amount for such performance security. This proposal was deemed by the Board to be desirable, but is, ultimately, a matter for decision by the Township. The Board anticipates a condition of approval requiring Applicant to make this proffer to the Township, but it will be for the Township to decide whether it wishes to implement the proposal.

12. Applicant submitted selected sheets from the prior Plan set – those which required revisions to reflect the present Application for amended approvals. The Plan sheets were prepared by Gladstone Design, dated August 10, 2015, and last revised January 18, 2019, as follows:

Sheet 1 of 14 – Cover Sheet – Fox Hollow III –
Preliminary and Final Major Site Plans –
Project Data/Vicinity Plan
Sheet 3 of 14 – Site Dimension Plan
Sheet 4 of 14 – Grading Plan
Sheet 5 of 14 – Utility Plan
Sheet 6 of 14 – Landscaping Plan
Sheet 7 of 14 – Lighting Plan
Sheet 11 of 14 – Construction Details

[hereinafter together the “Engineering Plans”]

13. Applicant's Engineer testified at the initial hearing that, aside from the changes in materials, colors and architectural details, the principal modifications proposed for this amended Site Plan involved the two Affordable Housing buildings. He presented Exhibit A-1 (aerial photo), Exhibit A-2 (a rendered Site Plan) and Exhibit A-3 (an Affordable Building Overlay). He testified at the June 19 hearing that

twenty-eight Affordable Housing units would be achieved by way of an 18 unit building and a 10 unit building (rather than a 16 unit building and a 12 unit building, as previously approved). The orientation of the buildings and access to them was modified; additional walkways were added; the buildings would have slightly larger footprints (a total of 889 sq. ft.net additional); and 0.2% (1518 sq. ft.) of impervious surface would be added to the total (resulting in a total impervious coverage on site of 45.8%, relative to the previously-approved 45.6%, and both relative to the permitted 50%).

14. Applicant's Engineer further testified that the underground stormwater facilities would be modified and landscaping would be modified to fit the proposed changes in the Affordable Housing buildings. Applicant proposed to work with the Township Planner on landscaping and hardscape (retaining walls, walkways, etc.) modifications. In addition, Applicant's Engineer acknowledged that the proposed location of one of the Affordable Housing buildings resulted in structure encroaching into the sanitary sewer easement. The building, and any related surface structures, would be relocated to avoid the easement area.
15. Except for the small increase in impervious surface (still conforming), no changes are proposed with respect to previous conformance with the "O" (Office) Zone bulk and dimensional standards, including the previously granted variances from the minimum front yard requirements.
16. After several iterations of architectural plans, a final set was presented to the Board at the October 29 hearing (Exhibits A-11 through A-19, hereinafter the "Architectural Plans") which reflected the prior comments of Board members and of the Board's professionals with respect to entryways, window designs, building

façades, and other architectural elements. Except for revisions to the columns in the entryways of the Affordable Housing buildings [front columns will be moved outward to align with the canopy fascia and the interior columns will be designed and installed to be flush against the walls], and agreement to have all exterior light fixtures and all first floor entryway lights in the Affordable Housing buildings “on” from dusk to dawn, the designs set forth in these Exhibits represent the Architectural Plans submitted by Applicant for approval.

17. Applicant’s architect testified that the Affordable Housing buildings were designed to have open, well-lit, clear, inviting entryways and individual entry doors for the Affordable Housing units (as described in finding number 9, above). Furthermore, the redesigned Affordable Housing buildings provide for better security and more privacy. He further testified that due to the redesign of the Affordable Housing buildings, the individual storage spaces for all residential units have been significantly increased in size – from the previously approved 15-20 sq. ft. each to 63-112 sq. ft. each, depending on the size of the units to which the storage spaces relate.
18. Applicant’s architect further testified that the redesign of the roof lines for the 10 unit Affordable Housing building also permits the creation of 2 additional units. The overall site plan would now provide for 81 market-rate townhomes and 30 Affordable Housing apartment units. Applicant acknowledged that the additional two (2) Affordable Housing units would require the designation of four (4) additional parking spaces proximate to the Affordable Housing buildings for their use. Nevertheless, Applicant pointed out that there would still be a total count of parking spaces on site in excess of RSIS requirements.

19. The referenced final Architectural Plans also reflect the extensive discussion

Applicant's architect and other witnesses have had with Board members and with the Board's Planner. Architectural details relating to roof lines, window treatments, entryways, and other architectural elements of the Affordable Housing buildings and the townhomes were worked and re-worked over the period of these hearings to designs which were satisfactory to the Board aesthetically, and operationally satisfying the preferences which Applicant has experienced in working with management companies who specialize in Affordable Housing. In addition, it was concluded that the stonework on the Affordable Housing buildings should include stone front façades to the top of the first floor windows and stone water table (3-3.5 ft. in height) on the 2 sides of the buildings, to better serve the goal that all buildings on the Subject Property, townhomes and Affordable Housing buildings, share architectural features, materials and colors.

20. Applicant's financial analysis expert testified on September 18, 2019, to the evaluation and conclusions set forth in his July 26, 2019 Evaluation Report (Exhibit A-7). His conclusion was that the build-out of the project as approved in 2016 is not financially viable and would result in a substantial loss to Applicant. The proposed changes and modifications, however, allow build-out in a financially feasible manner with the potential for a net profit. He testified that the potential return of 4.98% would not generally be commercially sufficient to undertake such development. This project, however, had been designed by the prior owner (who would not be building it) at this density and at a greater than typical "set aside". This witness also confirmed the testimony of Applicant's representative that

realistic cost estimates could not be developed until the buildings were fully designed (architecturally) and fully engineered.

21. At the October 29, 2019 continued hearing, Applicant's financial analysis expert updated his Report and his testimony to reflect the effects of architectural changes and additional Affordable Housing units depicted in the Architectural Plans presented that evening. He testified that in the scope and financials of the overall project, these changes and additional units had a de minimis effect on his overall analysis. He opined that the total cost increase would be less than \$50,000.00 and that the increased cost of including the 2 additional Affordable Housing units in a building to be constructed would be essentially set off by the additional capital value of the additional rental units.

22. The Board concluded that it is in the Township's interest to see this project - - a meaningful element in the Township's Affordable Housing Plan - - completed and made available for occupancy. Furthermore, the redesign and reconfiguration of the Affordable Housing buildings permits Applicant to produce and deliver 2 additional units (going from 28 to 30). Even though these may not be credited to the Township's obligations until the next Affordable Housing "Round", it is still to the Township's benefit to get the additional units. As a practical matter, they will be available on a current basis.

23. The Board concluded that all building materials and colors (Exhibits A-5 and A-6) used on the site for both the townhomes and the Affordable Housing buildings are consistent. In addition, all buildings will have consistent, compatible and complimentary architectural features. All modifications discussed at the hearing with respect to the 18 unit Affordable Housing building will apply to the 12 unit

Affordable Housing building. Applicant agreed that the second floor 18 unit building floor plan will be modified to make practical use out of what was identified as an inefficient entrance area.

24. The Board also concluded that, although technically requiring a modification to the d(1) variance and bifurcated Site Plan, the changes sought by Applicant reflect construction and development within the parameters established in the d(1) variance approval of 2015 and are essentially consistent with the policies and intent of the 2016 Site Plan approval.

25. To the extent this approval constitutes the grant of new variance relief, the Board further concludes that such relief, properly conditioned, can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinance.

26. After discussion of various approaches to achieve a practical delivery schedule for Affordable Housing units, Applicant proposed a final delivery schedule [Exhibit A-10] as follows:

The construction of the affordable units shall be phased such that the 18 unit building must be completed and all Certificates of Occupancy issued before a certificate of occupancy is issued for the 28th market-rate unit in the development, and the 12 unit building must be completed and all Certificates of Occupancy issued before a certificate of occupancy is issued for the 58th market-rate unit in the development.

This plan would allow slightly more market-rate townhome certificates of occupancy to be issued prior to the requirement for the completion of the 18 unit Affordable Housing building, relative to the delivery schedule which was approved

in 2016. It reflects, in large measure, the fact that there are 3 existing 9-unit townhome buildings which are essentially complete and ready for delivery, one-third to one-half of which are already the subject of contracts of sale. At the same time, this delivery schedule accelerates the completion of the additional 12 Affordable Housing units. They must be completed prior to the issuance of the 58th market-rate townhome certificate of occupancy. This is ahead of the delivery schedule approved in 2016. While acceptable to the Board, this delivery schedule is subject to approval by the Court in connection with the approval of the Township's Affordable Housing Plan.

27. Applicant requested that the Board authorize the Building Department to permit construction to continue and to issue certificates of occupancy as units are completed. This is not, however, within the Board's authority.

BE IT FURTHER RESOLVED that, for the reasons set forth above, the Application of US Home Corporation d/b/a Lennar for modifications to its d(1) variance and its Preliminary and Final Site Plan approval and related dimensional and bulk variances and design standard exceptions, to permit the construction of 81 market rate townhomes and 30 Affordable Housing apartment units, together with related amenities, on the Subject Property, as described in, and in accordance with, the findings and conclusions set forth above, be and hereby are approved and granted, subject to the following conditions:

1. Applicant shall make such revisions to the Engineering Plans and the Architectural Plans as are identified in the Finding and Conclusions of the Board and the Conditions of Approval set forth in this Resolution.

2. Applicant shall comply with the comments set forth in the Township Engineer's May 10, 2019 Review Memorandum and shall make such revisions to the Engineering Plans and the Architectural Plans as are identified in that Memorandum and are not contrary to the Findings and Conclusions of the Board and the Conditions of Approval set forth in this Resolution.
3. Applicant shall comply with the comments set forth in the Township Fire Official's June 14, 2019 Review Memorandum and shall make such revisions to the Engineering Plans and the Architectural Plans as are identified in that Memorandum and are not contrary to the Findings and Conclusions of the Board and the Conditions of Approval set forth in this Resolution.
4. Applicant shall comply with the comments set forth in the Township Planner's September 12, 2019 Review Memorandum and shall make such revisions to the Engineering Plans and the Architectural Plans as are identified in that Memorandum and are not contrary to the Findings and Conclusions of the Board and the Conditions of Approval set forth in this Resolution.
5. All open taxes and municipal charges, as well as Application and escrow fees and funding of sufficient additional escrow to cover unbilled work to the completion of this Application and project shall be paid by Applicant.
6. Applicant shall obtain all other necessary permits and approvals from any board, body or agency, whether municipal, county, state or federal, having jurisdiction over this Application, the Subject Property, or this project.
7. Escrow fees and inspection fees shall be kept current throughout the project.
8. Amendments, as necessary, in form and content acceptable to the Township, shall be made to the present developers agreement, present performance

security, and/or other agreements with the Township relating to this development and/or the Subject Property.

9. Applicant shall comply with all applicable Township and State Affordable Housing requirements.
10. Without limiting the more general findings and conditions, the approval of this application is specifically conditioned on the provision, and delivery schedule indicated, of 30 low and moderate income family rental housing units, of which 13%, or 4 units, will be available to very low income households earning 30% or less of the regional median income by household size, at least 11 units will be available to low income households earning 50% or less of the regional median income by household size, and no more than 15 units will be available to moderate income households earning more than 50% but less than 80% of the regional median income by households size. In all other respects, the affordable units shall comply with the requirements of COAH's prior Rules at N.J.A.C. 5:93-1, et seq., and the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1, et seq., and the Fair Housing Act, as amended. The affordable units shall be deed- restricted for a period of at least 30 years from the date of initial occupancy or until Branchburg Township elects to release the affordability controls and shall at all times be affirmatively marketed in accordance with UHAC and COAH requirements. Leases for the affordable units shall not include any hidden charges such as for appliances provided by the landlord, parking or storage closets.

The bedroom distribution among the 30 affordable units shall be as follows: 6 one-bedroom units, 4 three-bedroom units, and 20 two-bedroom units, with at

least 50% of the units in each bedroom distribution being affordable to low or very low income households and at least one unit in each bedroom distribution being affordable to very low income households.

All of the affordable units shall comply with COAH's Rules regarding accessibility, access to the same amenities as the market-rate units and utilization of the same types of heating systems as the market-rate units in the development.

The architectural plans shall be amended to number the units and identify which units are to be deed restricted for very low, low and moderate income households. Additionally, the square footage and cubic footage of each of the storage units shall be shown on the plans, along with the unit number to which it will be assigned.

11. All site work, construction and operation of this development shall be in accordance with the application, testimony and Exhibits provided by Applicant, the Engineering Plans and Architectural Plans as revised in accordance with this Resolution, and the findings, conclusions and conditions of approval set forth in this Resolution.

12. The phasing of delivery of Affordable Housing units shall be as follows:

The construction of the affordable units shall be phased such that the 18 unit building must be completed and all certificates of occupancy issued before a certificate of occupancy is issued for the 28th market-rate unit in the development, and the 12 unit building must be completed and all certificates of occupancy issued before a certificate of occupancy is issued for the 58th market-rate unit in the development.

13. In addition to the performance security provided for public improvements, etc., in the Developers Agreement with the Township, Applicant shall, if the Township so-desires, provide performance security satisfactory to the Township (for both hard costs and soft costs) for the construction of the two (2) Affordable Housing buildings and related site work in amounts reasonably satisfactory to the Township. Such performance security would be released as to each building as it is completed and receives all of its permanent and unconditional certificates of occupancy. The performance security shall also cover the cost of a professional cost estimator to be retained by the Township to evaluate the appropriate amount of the performance security for each building.
14. Applicant shall submit a revised landscaping plan consistent with the revised building plans and site element changes, including coordination with the Township Planner regarding both landscape and hardscape (retaining walls, walkways, etc.) features, satisfactory to the Township Planner.
15. The location and footprint of the Affordable Housing buildings shall be modified, as necessary, to avoid placement of a building or other structure above the sanitary sewer easement located on the Subject Property.
16. All plans shall be revised to reflect the new total of 30 Affordable Housing units (one building having 18 units and the other building having 12 units).
17. Applicant shall amend the Homeowners Association documents, as necessary, to reflect changes in the design of the Affordable Housing buildings and other modifications resulting from approval of this Application.
18. Applicant shall revise the plans to depict, and shall provide in the development for, an additional 4 designated Affordable Housing parking spaces proximate to

the Affordable Housing buildings. The Engineering Plans shall be revised to specifically identify the parking spaces designated for the Affordable Housing units.

19. Revisions to the entranceway columns on the Affordable Housing buildings shall be made in accordance with the discussions among Applicant's architect, Board members and the Township Planner, to the satisfaction of the Township Planner.

20. Both Affordable Housing buildings are to be fully sprinklered.

21. The extended County Line Road intersection and traffic signal are to be completed and functioning prior to the issuance of any Certificates of Occupancy.

22. Except as previously satisfied, or as modified by this Resolution either expressly or by necessary implication, the terms and conditions of the prior use variance and site plan approvals for this development remain in full force and effect.

23. Conditions Nos. 1, 2, 3, 4, 5 (as required), 6, 8, 10 (as to architectural plan changes), 13 (if desired by Township), 14, 15, 16, 17, 18 & 19 shall be satisfied prior to the endorsement of the Amended Site Plan by this Board.

BE IT FURTHER RESOLVED that this Resolution, adopted this 3rd day of December, 2019, memorializes the action of the Board, as set forth above, taken at its regular meeting on October 29, 2019.

The Vote:

In Favor: _____

Eligible to vote:

Cuttitta

Walsh

Lembrich

Anderson

Albanese

Sullivan

Owens

On motion by Mr. Galeson, seconded by ms walch, the Board of Adjustment voted to adopt the Resolution.

ROLL CALL											
Case No. 2015-007A PFSP (Amend); Fox Hollow III/Lennar Block 5.11; Lot 2.04; 3460 Route 22 West Represented by: Henry Kent-Smith, Esq. Approved: 10/29/19											
MEMBER	Y	N	NE	NV	ABS	MEMBER	Y	N	NE	NV	ABS
ULEP					X	ANDERSEN	✓				
CUTTITTA	✓					OWENS					✓
PAPPAS			X			BELLAFRONTE					X
LEMBRICH	✓					SULLIVAN					✓
WALCH	✓					ALBANESE	✓				
<p>X – indicates vote NE – not eligible to vote NV – not voting (abstained) ABS – absent</p>											

Thomas Lembrich
CHAIRMAN, BOARD OF ADJUSTMENT

Van Qui
SECRETARY, BOARD OF ADJUSTMENT

TOWNSHIP OF BRANCHBURG
PUBLIC NOTICE

PLEASE TAKE NOTICE the Zoning Board of the Township of Branchburg took the following action at the regular meeting held December 3, 2019:

RESOLUTION(S):

Case No. 2015-007A PFSP (Amend); Fox Hollow III/Lennar; Block 5.11; Lot 2.04; 3460 Route 22 West; The amended d(1) use variance relief and amended site plan approval was granted with conditions.

The above determinations are on file in the office of the Engineering Department, and may be examined during regular business hours at the Municipal Building, 1077 U.S. Highway 202 North, Branchburg, New Jersey.

Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk

Posted: December 4, 2019

Courier News ^{my}CentralJersey.com

A GANNETT COMPANY

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: BRANCHBURG TWP BOARD OF ADJUST
Address: 1077 US HIGHWAY 202 N
BRANCHBURG NJ 08876
USA

Ad No.: 0003935200
Pymt Method: Invoice
Net Amt: \$13.33

Run Times: 1

No. of Affidavits: 0

Run Dates: 12/06/19

Text of Ad:

TOWNSHIP OF BRANCHBURG PUBLIC NOTICE

PLEASE TAKE NOTICE the Zoning Board of the Township of Branchburg took the following action at the regular meeting held December 3, 2019:

RESOLUTION(S):
Case No. 2015-007A PFSP (Amend); Fox Hollow III/Lennar; Block 5.11; Lot 2.04; 3460 Route 22 West; The amended d(1) use variance relief and amended site plan approval was granted with conditions.

The above determinations are on file in the office of the Engineering Department, and may be examined during regular business hours at the Municipal Building, 1077 U.S. Highway 202 North, Branchburg, New Jersey.

Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk
Posted: December 4, 2019
(\$13.33)

0003935200-01

STATE OF NEW JERSEY

SOMERSET COUNTY

SS.

I, Jo-Ann M. Ricks, being of full

age, being duly sworn upon her oath, certifies:

that a notice of which the annexed is a true copy, was

published in the Courier News which is a newspaper

published in Somerset County, New Jersey;

on the 6th day of December, 2019.

in said newspaper.

Jo-Ann M. Ricks

Sworn and subscribed before me this

9th day of December 2019

Linda A. Giliberti

Notary Public of New Jersey

Linda A Giliberti
NJ Notary # 50043594
Commission Expires: 08/09/2021



TOWNSHIP OF BRANCHBURG BOARD OF ADJUSTMENT

RESOLUTION

Case No. 15-007
Block 5.11, Lot 2.04
3460 Route 22 West

WHEREAS, US Home Corporation d/b/a Lennar ("Applicant") has requested a correction to its most recent amended d(1) use variance relief, amended Site Plan Approval, and amendment of certain conditions of the approvals previously granted in connection with the construction of a residential project including market rate townhomes and Affordable Housing apartment units on property located and fronting on Route 22 (Westbound) and designated Block 5.11, Lot 2.04 on the Branchburg Township Tax Map (the "Subject Property"); and

WHEREAS, the Board of Adjustment of the Township of Branchburg (the "Board") has discussed this request at its regularly scheduled March 3, 2020 public meeting; and

WHEREAS, the Board has considered the request and the reasons for same, the comments of the Board's consultants, and giving members of the public an opportunity to comment on the matter;

NOW THEREFORE BE IT RESOLVED by the Board of Adjustment of the Township of Branchburg that, based upon the foregoing, the following findings of fact and conclusions of law are made:

1. Applicant's predecessor in title received initial d(1) variance relief in 2015 for a market rate and Affordable Housing residential development project on the Subject Property and, later (2016) Site Plan Approval for the build-out of the project.

2. Applicant received amended d(1) use variance relief, amended Site Plan approval, and amendment of certain conditions of the prior approvals by action of this Board on October 29, 2019, memorialized in this Board's Resolution adopted December 3, 2019 (the "December 3, 2019 Resolution"), which approval included an increase in the total number of Affordable Housing units from 28 to 30.

3. The Board's action and the December 3, 2019 Resolution recite, among other things, a specific breakdown of Affordable Housing units based on distribution of 1, 2 and 3 bedroom apartments. This distribution was set forth in Condition No. 10 as 6 – 1 BR, 20 – 2 BR and 4 – 3 BR units.

It was thought this was appropriate distribution.

4. As Applicant has been working through compliance with the conditions of the December 3, 2019 Resolution, including approvals necessary for inclusion of the amended project in the Township's Affordable Housing Plan, it became apparent that the recited bedroom distribution was not in accord with applicable Affordable Housing requirements.

5. Rather than the distribution recited in Condition No 10 of the December 3, 2019 Resolution, the proper and required bedroom distribution should be 5 – 1 BR, 19 – 2 BR and 6 – 3 BR units.

6. Applicant requests that the bedroom distribution recited in the December 3, 2019 Resolution be corrected to reflect the required 5 – 1 BR, 19 – 2 BR and 6 – 3 BR units, and that specifically, the recitations in Condition No. 10 be corrected to this required bedroom distribution.

7. The Board concludes that the bedroom distribution of the 30 Affordable Housing apartments recited in Condition No. 10 of the December 3, 2019 Resolution was in

error, and that it is appropriate to correct that recitation to 5 – 1 BR, 19 – 2 BR and 6 – 3 BR units.

BE IT FURTHER RESOLVED this 3rd day of March, 2020, that the recitation of bedroom distribution set forth in Condition No. 10 of this Board's December 3, 2019 Resolution in this case be, and hereby is, corrected and amended to recite, and to call for the Applicant to provide, a distribution of 5 – 1 BR, 19 – 2 BR and 6 – 3 BR apartment units, as depicted in Applicant's approved 2019 Architectural Plans for the development of the Subject Property.

BE IT FURTHER RESOLVED that, except as previously satisfied, or as modified by this Resolution either expressly or by necessary implication, the terms and conditions of the prior use variance and site plan approvals for this development remain in full force and effect.

Dated: March 3, 2020

On motion by Mr. Andersen, seconded by Mr. Cuttitta, the Board of Adjustment voted to adopt the Resolution.

ROLL CALL											
Case No. 2015-007A Amended; Fox Hollow III Block 5.11, Lot 2.04; 3460 Route 22 West Represented by: Henry Kent-Smith, Esq.											
MEMBER	Y	N	NE	NV	ABS	MEMBER	Y	N	NE	NV	ABS
ULEP					X	ANDERSEN	✓				
CUTTITTA	✓					FOX			X		
PAPPAS					X	ALBANESE	✓				
LEMBRICH	✓					SULLIVAN					X
WALCH	✓					VACANT					
X – indicates vote NE – not eligible to vote NV – not voting (abstained) ABS – absent											

Thomas Lepichuk
CHAIRMAN, BOARD OF ADJUSTMENT

[Signature]
SECRETARY, BOARD OF ADJUSTMENT

TOWNSHIP OF BRANCHBURG
PUBLIC NOTICE

PLEASE TAKE NOTICE the Zoning Board of the Township of Branchburg took the following action at the regular meeting held March 3, 2020:

RESOLUTION(S):

2019-022A HV; 16 Fremont St.; Block 64, Lot 8; The application for C variance relief was approved with conditions.

Case No. 2015-007A Amended; Fox Hollow III; Block 5.11, Lot 2.04; 3460 Route 22 West. The Resolution as adopted on December 3, 2019 contained an error in regards to COAH bedroom counts (6 - 1 BR, 20 - 2 BR & 4 - 3 BR). The correct distribution should have been 5 - 1 BR, 19 - 2 BR & 6 - 3 BR, in order to comply with Affordable Housing requirements. This adopted Resolution corrects the error.

The above determinations are on file in the office of the Engineering Department, and may be examined during regular business hours at the Municipal Building, 1077 U.S. Highway 202 North, Branchburg, New Jersey.

Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk

Posted: March 6, 2020

Courier News Central Jersey

A GANNETT COMPANY

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: BRANCHBURG TWP CLERKS OFFICE BD OF ADJUSTMENT
Address: 1077 US HIGHWAY 202 N
BRANCHBURG NJ 08876
USA

Ad No.: 0004094690
Pymt Method: Invoice
Net Amt: \$22.36

Run Times: 1

No. of Affidavits: 0

Run Dates: 03/06/20

Text of Ad:

TOWNSHIP OF BRANCHBURG PUBLIC NOTICE

PLEASE TAKE NOTICE the Zoning Board of the Township of Branchburg took the following action at the regular meeting held March 3, 2020:

RESOLUTION(S):
2019-022A, HV; 16 Fremont St.; Block 64, Lot 8; The application for C variance relief was approved with conditions.

Case No. 2015-007A Amended; Fox Hollow III; Block 5.11, Lot 2.04; 3460 Route 22 West. The Resolution as adopted on December 3, 2019 contained an error in regards to COAH bedroom counts (6 - 1 BR, 20 - 2 BR & 4 - 3 BR). The correct distribution should have been 5 - 1 BR, 19 - 2 BR & 6 - 3 BR, in order to comply with Affordable Housing requirements. This adopted Resolution corrects the error.

The above determinations are on file in the office of the Engineering Department, and may be examined during regular business hours at the Municipal Building, 1077 U.S. Highway 202 North, Branchburg, New Jersey.

Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk

(\$22.36)

0004094690-01

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

Block 5.12, Lot 7, Township of Branchburg, Somerset County, New Jersey

711 Emerald Drive (2 Bedroom Moderate Income); 712 Emerald Drive (1 Bedroom Moderate Income); 713 Emerald Drive (1 Bedroom Low Income); 714 Emerald Drive (1 Bedroom Low Income); 715 Emerald Drive (1 Bedroom Very Low Income); 716 Emerald Drive (2 Bedroom Low Income); 721 Emerald Drive (2 Bedroom Moderate Income); 722 Emerald Drive (3 Bedroom Moderate Income); 723 Emerald Drive (3 Bedroom Very Low Income); 724 Emerald Drive (3 Bedroom Low Income); 725 Emerald Drive (3 Bedroom Moderate Income); 726 Emerald Drive (2 Bedroom Moderate Income); 731 Emerald Drive (2 Bedroom Moderate Income); 732 Emerald Drive (2 Bedroom Low Income); 733 Emerald Drive (2 Bedroom Very Low Income); 734 Emerald Drive (2 Bedroom Low Income); 735 Emerald Drive (2 Bedroom Low Income); 736 Emerald Drive (2 Bedroom Moderate Income)

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property

**With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

This "Deed Restriction" entered into on this ____ day of May, 2020, by and between the Township of Branchburg, a municipal corporation of the State of New Jersey, with principal offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey 08876 ("Township") and U.S. Home Corporation d/b/a Lennar, with an address located at 2465 Kuser Road, 3rd Floor, Hamilton, New Jersey 08690 ("Owner") the owner of residential development containing rental housing units located on Emerald Drive in the Township of Branchburg, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of and in conformance with the Branchburg Board of Adjustment approval of Case No. 15-007, pertaining to the development of the property identified on the Branchburg Township Tax Maps as Block 5.11, Lot 2.04, with market rate townhomes and affordable housing apartment rental units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on the eighteen (18) residential affordable housing rental units located on Emerald Drive in the Township of Branchburg, Somerset County, New Jersey, such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The eighteen (18) affordable housing rental units made subject to this Deed Restriction are described as “Building No. 7 Apartment Unit”, in the Master Deed for Fox Hollow by Lennar, a Condominium, dated November 12, 2019, and recorded with the Somerset County Clerk’s Office on November 13, 2019, in Deed Book 7166, Page 2556 et seq., and in the First Amendment to the Master Deed for Fox Hollow by Lennar, a Condominium dated May 1, 2020, and recorded with the Somerset County Clerk’s Office on May 6, 2020 in Deed Book 7209, Page 1570 et seq., and are located on the property identified on the Branchburg Tax Maps as Block 5.12, Lot 7, with addresses on Emerald Drive in the Township of Branchburg, County of Somerset, State of New Jersey. The eighteen (18) affordable housing rental units shall be Deed Restricted as follows: 711 Emerald Drive (2 Bedroom Moderate Income); 712 Emerald Drive (1 Bedroom Moderate Income); 713 Emerald Drive (1 Bedroom Low Income); 714 Emerald Drive (1 Bedroom Low Income); 715 Emerald Drive (1 Bedroom Very Low Income); 716 Emerald Drive (2 Bedroom Low Income); 721 Emerald Drive (2 Bedroom Moderate Income); 722 Emerald Drive (3 Bedroom Moderate Income); 723 Emerald Drive (3 Bedroom Very Low Income); 724 Emerald Drive (3 Bedroom Low Income); 725 Emerald Drive (3 Bedroom Moderate Income); 726 Emerald Drive (2 Bedroom Moderate Income); 731 Emerald Drive (2 Bedroom Moderate Income); 732 Emerald Drive (2 Bedroom Low Income); 733 Emerald Drive (2 Bedroom Very Low Income); 734 Emerald Drive (2 Bedroom Low Income); 735 Emerald Drive (2 Bedroom Low Income); 736 Emerald Drive (2 Bedroom Moderate Income) (collectively referred to as the “Property”).

Article 3. Affordable Housing Covenants

The following covenants (“Covenants”) shall run with the Property for the period of time (“Control Period”) determined separately with respect for each dwelling unit, commencing upon the date on which the first certified household occupies the unit and shall expire as determined under the Uniform Controls as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the “Control Period,” until the Township elects to release the unit from such requirements. Prior to such Township election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the “Uniform Controls”) as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very low income households and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township’s Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no

sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Administrative Agent.

D. Owner shall notify the Township and its Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Owner.

F. Owner shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) use the Township's designated Administrative Agent for the marketing, administration, rental and monitoring of the affordable housing rental units and pay all costs and fees associated therewith; (c) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (d) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (e) ensure all the Affordable Housing Rental Units are occupied by qualified income households as approved by the Township's Administrative Agent.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by Owner, or any successor in interest or other owner of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity including, but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Signatures Next Page

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Township of Branchburg

Marguerite Schmitt, Clerk

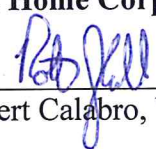
Thomas Young, Mayor

Witness/Attest

U.S. Home Corporation d/b/a Lennar



Stephen M. Dahl



Robert Calabro, Vice President

U.S. Home Corporation D/B/A Lennar Acknowledgment

State of New Jersey :
: SS.:
County of Mercer :

I certify that on May 15, 2020, Robert Calabro personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Vice President of U.S. Home Corporation d/b/a Lennar, the owner of the Property referenced in this Deed Restriction; (b) is fully authorized to execute and deliver this Deed Restriction on behalf of U.S. Home Corporation d/b/a Lennar; and (c) executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.



Stephen M. Dahl
Attorney at Law State of New Jersey

Township Acknowledgment Next Page

Township Of Branchburg Acknowledgment

State of New Jersey :
: SS.:
County of Somerset :

I certify that on _____, 2020, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Branchburg; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

Block 5.12, Lot 6, Township of Branchburg, Somerset County, New Jersey

611 Aqueduct Court (2 Bedroom Low Income); 612 Aqueduct Court (1 Bedroom Moderate Income); 613 Aqueduct Court (2 Bedroom Low Income); 614 Aqueduct Court (2 Bedroom Moderate Income); 621 Aqueduct Court (2 Bedroom Moderate Income); 622 Aqueduct Court (3 Bedroom Moderate Income); 623 Aqueduct Court (3 Bedroom Low Income); 624 Aqueduct Court (2 Bedroom Low Income); 631 Aqueduct Court (2 Bedroom Moderate Income); 632 Aqueduct Court (2 Bedroom Very Low Income); 633 Aqueduct Court (2 Bedroom Low Income); 634 Aqueduct Court (2 Bedroom Moderate Income)

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To Rental Property

**With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

This "Deed Restriction" entered into on this ____ day of May, 2020, by and between the Township of Branchburg, a municipal corporation of the State of New Jersey, with principal offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey 08876 ("Township") and U.S. Home Corporation d/b/a Lennar, with an address located at 2465 Kuser Road, 3rd Floor, Hamilton, New Jersey 08690 ("Owner") the owner of residential development containing rental housing units located on Aqueduct Court in the Township of Branchburg, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of and in conformance with the Branchburg Board of Adjustment approval of Case No. 15-007, pertaining to the development of the property identified on the Branchburg Township Tax Maps as Block 5.11, Lot 2.04, with market rate townhomes and affordable housing apartment rental units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on the twelve (12) residential affordable housing rental units located on Aqueduct Court in the Township of Branchburg, Somerset County, New Jersey, such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The twelve (12) affordable housing rental units made subject to this Deed Restriction are described as "Building No. 6 Apartment Unit", in the Master Deed for Fox Hollow by Lennar, a

Condominium, dated November 12, 2019, and recorded with the Somerset County Clerk's Office on November 13, 2019, in Deed Book 7166, Page 2556 et seq., and in the First Amendment to the Master Deed for the Fox Hollow by Lennar, a Condominium dated May 1, 2020, and recorded with the Somerset County Clerk's Office on May 6, 2020, in Deed Book 7209, Page 1570 et seq., and are located on the property identified on the Branchburg Tax Maps as Block 5.12, Lot 6, with addresses on Aqueduct Court in the Township of Branchburg, County of Somerset, State of New Jersey. The twelve (12) affordable housing rental units shall be Deed Restricted as follows: 611 Aqueduct Court (2 Bedroom Low Income); 612 Aqueduct Court (1 Bedroom Moderate Income); 613 Aqueduct Court (2 Bedroom Low Income); 614 Aqueduct Court (2 Bedroom Moderate Income); 621 Aqueduct Court (2 Bedroom Moderate Income); 622 Aqueduct Court (3 Bedroom Moderate Income); 623 Aqueduct Court (3 Bedroom Low Income); 624 Aqueduct Court (2 Bedroom Low Income); 631 Aqueduct Court (2 Bedroom Moderate Income); 632 Aqueduct Court (2 Bedroom Very Low Income); 633 Aqueduct Court (2 Bedroom Low Income); 634 Aqueduct Court (2 Bedroom Moderate Income) (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon the date on which the first certified household occupies the unit and shall expire as determined under the Uniform Controls as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release the unit from such requirements. Prior to such Township election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Uniform Controls") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very low income households and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township's Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Administrative Agent.

D. Owner shall notify the Township and its Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Owner.

F. Owner shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental units in conformance with all applicable affordable housing regulations; (b) use the Township's designated Administrative Agent for the marketing, administration, rental and monitoring of the affordable housing rental units and pay all costs and fees associated therewith; (c) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units; (d) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (e) ensure all the Affordable Housing Rental Units are occupied by qualified income households as approved by the Township's Administrative Agent.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by Owner, or any successor in interest or other owner of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity including, but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.


Witness/Attest

Township of Branchburg

Marguerite Schmitt, Clerk

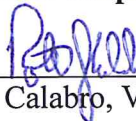
Thomas Young, Mayor

Witness/Attest



Stephen M. Dahl

U.S. Home Corporation d/b/a Lennar



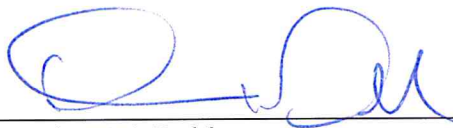
Robert Calabro, Vice President

U.S. Home Corporation D/B/A Lennar Acknowledgment

State of New Jersey :
: SS.:

County of Mercer :

I certify that on May 15, 2020, Robert Calabro personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Vice President of U.S. Home Corporation d/b/a Lennar, the owner of the Property referenced in this Deed Restriction; (b) is fully authorized to execute and deliver this Deed Restriction on behalf of U.S. Home Corporation d/b/a Lennar; and (c) executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.



Stephen M. Dahl
Attorney at Law State of New Jersey

Township Of Branchburg Acknowledgment

State of New Jersey :
: SS.:

County of Somerset :

I certify that on _____, 2020, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Clerk of the Township of Branchburg; (b) is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Branchburg; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

7.H. River Trace Inclusionary Development

Affordable Housing Cedar Brook

Moderate Income Units

<u>Address</u>	<u>1 bedroom</u>	<u>2 bedroom</u>	<u>3 bedroom</u>	<u>Block</u>	<u>Lot</u>
204 Arbor Way			1	17.15	2.03
206 Arbor Way			1	17.15	2.04
214 Arbor Way	1			17.15	2.08
216 Arbor Way	1			17.15	2.09
230 Arbor Way		1		17.15	2.16
232 Arbor Way		1		17.15	2.17
234 Arbor Way		1		17.15	2.18
236 Arbor Way		1		17.15	2.19
238 Arbor Way		1		17.15	2.20
300 Azalea Terrace			1	17.15	3.01
302 Azalea Terrace			1	17.15	3.02
304 Azalea Terrace			1	17.15	3.03
306 Azalea Terrace			1	17.15	3.04
308 Azalea Terrace			1	17.15	3.05
312 Azalea Terrace	1			17.15	3.07
314 Azalea Terrace	1			17.15	3.08
318 Azalea Terrace	1			17.15	3.10
330 Azalea Terrace		1		17.15	3.16
332 Azalea Terrace		1		17.15	3.17
334 Azalea Terrace		1		17.15	3.18
336 Azalea Terrace		1		17.15	3.19
338 Azalea Terrace		1		17.15	3.20
Total	5	10	7		

Total Moderate Units	22
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Total 1BR	5
Total 2BR	20
Total 3BR	10

Low Income Units					
Address	1 bedroom	2 bedroom	3 bedroom	Block	Lot
200 Arbor Way			1	17.15	2.01
202 Arbor Way			1	17.15	2.02
208 Arbor Way			1	17.15	2.05
210 Arbor Way	1			17.15	2.06
212 Arbor Way	1			17.15	2.07
218 Arbor Way	1			17.15	2.10
220 Arbor Way		1		17.15	2.11
222 Arbor Way		1		17.15	2.12
224 Arbor Way		1		17.15	2.13
226 Arbor Way		1		17.15	2.14
228 Arbor Way		1		17.15	2.15
310 Azalea Terrace	1			17.15	3.06
316 Azalea Terrace	1			17.15	3.09
320 Azalea Terrace		1		17.15	3.11
322 Azalea Terrace		1		17.15	3.12
324 Azalea Terrace		1		17.15	3.13
326 Azalea Terrace		1		17.15	3.14
328 Azalea Terrace		1		17.15	3.15
	5	10	3		
Total					
Total Low Units		18			
Total Affordable Units		40			

**FIRST AMENDMENT TO MASTER DEED
FOR RIVER TRACE AT BRANCHBURG, A CONDOMINIUM**

This First Amendment to Master Deed for River Trace at Branchburg, a Condominium (the "First Amendment") is made this 21ST day of July, 2010 by River Trace, LLC, a limited liability company of the State of New Jersey, with its registered office at 73 Grove Street, Somerville, New Jersey 08876 (the "Developer").

WITNESSETH

WHEREAS, the Developer is the developer of certain real property located in the Township of Branchburg, County of Somerset and State of New Jersey, together with certain improvements thereon and designated as the River Trace at Branchburg Condominium and upon which it has or intends to construct a condominium ultimately consisting of 50 residential condominium dwelling units, with certain other improvements (the "Condominium"); and

WHEREAS, by Master Deed dated June 8, 2010 and recorded on June 9, 2010, in the office of the Clerk of Somerset County in Deed Book 6326, at Page 2094 (the "Original Master Deed"), the Developer submitted, declared and established, in accordance with N.J.S. 46:8B-1 et seq., the condominium form of ownership for the River Trace at Branchburg Condominium as described in Exhibit A of the Original Master Deed; and

WHEREAS, the Developer expressly reserved the right in the Original Master Deed to further amend the Original Master Deed; and



2010031201

BRETT A. RADZI COUNTY CLERK
SOMERSET COUNTY, NJ
2010 JUL 21 01:59:30 PM
BK 6337 PG 1088-1093
INSTRUMENT # 2010031201

WHEREAS, the Developer established the River Trace at Branchburg Condominium Association, Inc., a New Jersey nonprofit corporation (the "Association"), to have the responsibility for the administration, operation, and management of the Condominium and other improvements intended for the common use and enjoyment of the residents of the Condominium; and

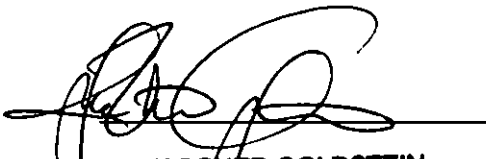
WHEREAS the Developer intends to amend the Original Master Deed concerning the Schedule of Percentage Interest In Common Elements.

NOW THEREFORE, the Developer hereby amends the Original Master Deed as follows:

1. Exhibit F of the Original Master Deed, the Schedule of Percentage Interest In Common Elements, is deleted and replaced with a revised Exhibit F, Schedule of Percentage Interest In Common Elements, attached hereto.
2. Except as expressly modified herein, all other terms and conditions of the Original Master Deed shall remain in full force and effect and in the case of any conflict, the provisions hereof shall be deemed controlling.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to Master Deed to be executed the day and year first above written.

WITNESS:


JULIE VACHER GOLDSTEIN
ATTORNEY AT LAW OF NJ

RIVER TRACE, LLC

By: 
Anthony J. Monticello, Sr., General Manager

PERCENTAGE OF INTEREST SCHEDULE

Bldg/Floor/ Code	Unit No.	Unit Type¹	Market/Affordable²	Percentage Interest
North/1st/1N1	227	C2	Aff	1.87%
North/1st/1N2	228	C2	Aff	1.87%
North/1st/1N3	229	T	Mkt	2.00%
North/1st/1N4	230	T	Mkt	2.00%
North/1st/1N5	231	C2	Aff	1.87%
North/1st/1N6	232	C2	Aff	1.87%
North/1st/1N7	249	C2	Aff	1.87%
North/1st/1N8	250	C2	Aff	1.87%
North/1st/1N9	253	T	Mkt	2.00%
North/1st/1N10	234	T	Mkt	2.00%
North/1st/1N11	225	C2	Aff	1.87%
North/1st/1N12	226	C2	Aff	1.87%
North/2nd/2N1	236	N	Mkt	2.00%
North/2nd/2N2	237	T	Mkt	2.00%
North/2nd/2N3	238	OY	Mkt	2.10%
North/2nd/2N4	239	WO	Mkt	2.10%
North/2nd/2N5	240	OY	Mkt	2.10%
North/2nd/2N6	241	T	Mkt	2.00%
North/2nd/2N7	235	N	Mkt	2.00%
North/3rd/3N1	243	N	Mkt	2.00%
North/3rd/3N2	244	T	Mkt	2.00%
North/3rd/3N3	245	OY	Mkt	2.10%
North/3rd/3N4	246	WO	Mkt	2.10%
North/3rd/3N5	247	OY	Mkt	2.10%
North/3rd/3N6	248	T	Mkt	2.00%
North/3rd/3N7	242	N	Mkt	2.00%
South/1st/1S1	102	C1	Aff	1.87%
South/1st/1S2	103	C1	Aff	1.87%
South/1st/1S3	104	T	Mkt	2.00%
South/1st/1S4	105	T	Mkt	2.00%
South/1st/1S5	106	N	Mkt	2.10%
South/1st/1S6	107	N	Mkt	2.00%

¹ T - The Tenyck; N - The Neshanic; OY - The Old York; WO - The White Oak; C1 - COAH Unit 1 Bedroom; C2 - COAH Unit 2 Bedroom

² Mkt - Market Rate Unit; Aff - Income Qualified Affordable Unit (subject to COAH guidelines)

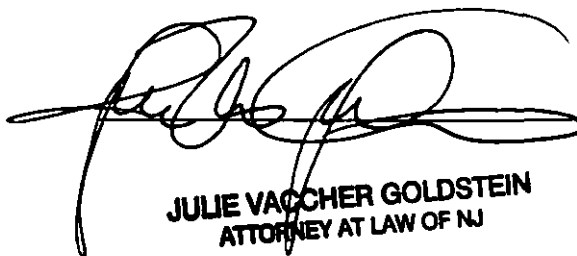
Bldg/Floor/ Code	Unit No.	Unit Type	Market/Affordable	Percentage Interest
South/1st/1S7	108	T	Mkt	2.00%
South/1st/1S8	109	T	Mkt	2.00%
South/1st/1S9	101	N	Mkt	2.00%
South/2nd/2S1	111	N	Mkt	2.10%
South/2nd/2S2	112	T	Mkt	2.00%
South/2nd/2S3	113	T	Mkt	2.00%
South/2nd/2S4	114	N	Mkt	2.00%
South/2nd/2S5	115	N	Mkt	2.00%
South/2nd/2S6	116	T	Mkt	2.00%
South/2nd/2S7	117	T	Mkt	2.00%
South/2nd/2S8	110	N	Mkt	2.10%
South/3rd/3S1	119	N	Mkt	2.00%
South/3rd/3S2	120	T	Mkt	2.00%
South/3rd/3S3	121	OY	Mkt	2.10%
South/3rd/3S4	122	WO	Mkt	2.10%
South/3rd/3S5	123	OY	Mkt	2.10%
South/3rd/3S6	124	T	Mkt	2.00%
South/3rd/3S7	118	N	Mkt	2.10%

STATE OF NEW JERSEY)

) ss.:

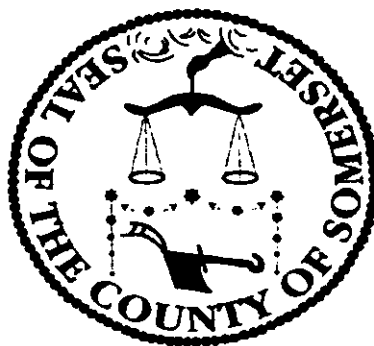
COUNTY OF SOMERSET)

BE IT REMEMBERED, that on this 21st day of July, 2010, before me, the subscriber, personally appeared ANTHONY J. MONTICELLO, SR., who, I am satisfied, is the Developer in the foregoing First Amendment to Master Deed named, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.



JULIE VACCHER GOLDSTEIN
ATTORNEY AT LAW OF NJ

→ GOLDSTEIN & ZALEWSKI
73 GROVE ST
PO BOX 855
SOMERVILLE NJ 08876



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 07/21/2010 01:59:30 PM
Book: OPR- 6337 Page: 1088-1093
Instrument No.: 2010031201
AGTDEEDN 6 PGS \$83.00

Recorder: DELUCIA

DO NOT DISCARD



2010031201

**MASTER DEED
FOR THE
RIVER TRACE AT BRANCHBURG CONDOMINIUM ASSOCIATION INC.**

Prepared by: Marcia Polgar Zalewski, Esq.

RECORD AND RETURN TO:

→ Goldstein & Zalewski, P.A.
73 Grove Street
P.O. Box 855
Somerville, New Jersey 08876



2010023914

BRETT A. RADT COUNTY CLERK
SOMERSET COUNTY, NJ
2010 JUN 09 12:12:53 PM
BK 6328 PG 2094-2095
INSTRUMENT # 2010023914

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- B. Survey/Site Plan of the Property
- C. Architectural Drawings and Floor Plan
- D. Certificate of Incorporation of the Association
- E. By-Laws of the Association
- F. Schedule of Percentage Interest In Common Elements
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- H. Affordable Housing Plan
- I. Stormwater Management Facility Agreement with annexed Operation and Maintenance Manual
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MASTER DEED

FOR

RIVER TRACE AT BRANCHBURG

A CONDOMINIUM

THIS MASTER DEED, made this 8th day of June, 2010 by River Trace, LLC, a limited liability company of the State of New Jersey, having its registered office at 73 Grove Street, Somerville, New Jersey 08876 hereinafter referred to as the "Developer").

WHEREAS, Developer is the legal and/or equitable owner of the fee simple title to those lands and premises described in Exhibit "A" and Exhibit "B" (the "Property") attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Developer to construct a condominium presently intended to consist of 50 residential condominium dwelling Units, with certain other improvements, pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. (the "Condominium Act) to be known as River Trace at Branchburg; and

WHEREAS, this Master Deed is intended to establish the condominium form of ownership for the Property; and

WHEREAS, all owners of Units in the Condominium will automatically be members of the Association and subject to this Master Deed, the Articles of Incorporation and By-Laws of the Association, and any amendments and supplements thereto.

NOW THEREFORE, WITNESSETH:

Article 1

ESTABLISHMENT OF CONDOMINIUM

1.00. ESTABLISHMENT OF CONDOMINIUM. The Developer hereby declares and publishes its intention and desire to eventually submit the lands and premises owned or controlled by known as Lots 9 and 10 in Block 55, in the Township of Branchburg, County of Somerset, New Jersey, being more particularly described on Exhibits A and B hereof to the condominium form of ownership as provided by and in accordance with the Condominium Act.

Article 2

DEFINITIONS

2.00 General. The following terms, when used in this Master Deed, the Certificate of Incorporation, the Bylaws, or the Rules and Regulations, have the following meanings. Unless the context clearly indicates otherwise, all definitions set forth in any of the above documents and N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions herein are to be used in conjunction therewith.

2.01. Affiliate means any entity which controls, is controlled by or is under common control with the Developer. An entity "controls" the Developer if the entity: (a) is an officer, trustee or employer of the Developer; (b) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds the power to vote or holds proxies representing more than 20 percent of the voting interest in the Developer, (c) in any way controls the election of the majority of the Developer's Board of Directors, or (d) has contributed more than 20 percent of the Developer's capital. An entity is "controlled by" the Developer if the Developer: (i) is a general partner, officer, trustee or employer of the entity, (ii) directly or indirectly or acting in concert with one or more other entities owns, controls, holds the power to vote or holds proxies representing more than 20 percent of the voting interest in the entity, (iii) in any way controls the election of a majority of the trustees of the entity, or (iv) has contributed more than 20 percent of the capital of the entity. Control

does not exist if the powers described in this Article are held solely as security for an obligation and are not exercised.

2.02. Affordable Unit means any Condominium Unit the Sponsor designates in any of the Exhibits of the Master Deed or their Amendments and Supplements to be subject to the Affordable Housing Plan, a copy of which is in Master Deed Exhibit H and that have been conveyed to income qualified purchasers.

2.03. Amendment and Supplement means any documentary alteration or supplementation to this Master Deed permitted or required by Article 14 or other Articles of same to be recorded after the date hereof in the office of the Recording Officer in connection with the Developer's exercise of one or more of its reserved rights established herein or otherwise.

2.04. Association means the River Trace at Branchburg Condominium Association, Inc., a New Jersey non-profit corporation, formed or about to be formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of or other property controlled by the Condominium, all as provided for in this Master Deed, the Certificate of Incorporation, the Bylaws and the Rules and Regulations of the Association as they may be amended or supplemented.

2.05. Board or Board of Trustees means the Board of Trustees of the Association. Any reference herein or in the Certificate of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association refers to the Board and not the Association's Members, unless the context expressly indicates otherwise.

2.06. Building means all of the structures containing Units and structural improvements that are dedicated to be part of the Condominium by this Master Deed or any Amendment and Supplement hereto.

2.07. Bylaws mean the Association's Bylaws, a copy of which is attached hereto as Exhibit E and made a part hereof together with all future amendments or supplements thereto.

2.08. **Certificate of Incorporation** means the Association's Certificate of Incorporation, a copy of which is attached hereto as Exhibit "D", together with all future amendments or supplements thereto.

2.09. **Common Elements** mean the "General Common Elements", "Limited Common Elements", and "Reserved Common Elements" and has the same meaning as "Common Elements" under N.J.S.A. 46:8B-3 (d), except as modified by Articles 5.01, 5.02 and 5.06 hereof or specific definitions herein.

2.10. **Common Expenses** mean, subject to the provisions of Article 7 hereof and the specific definitions herein, all those expenses anticipated by N.J.S.A. 46:8B-3(e) in addition to all expenses incurred by the Association, or its respective Trustees, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.11. **Condominium** means: (a) all the lands and premises dedicated to the Condominium and described in Exhibits A and B or any lands and premises that may be added by Amendment and Supplement hereto; (b) all improvements now or hereafter constructed in, upon, over or through such lands and premises dedicated to the condominium form of ownership, whether or not shown on any Exhibit hereto; (c) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; (d) the entity created by the execution and recording of this Master Deed or any Amendments and Supplements hereto in the office of the Recording Officer.

2.12. **Condominium Act** means the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

2.13. **Developer** means River Trace, LLC, a New Jersey limited liability company, its successors and assigns, and includes any successor to the Developer contemplated by Article 13 of this Master Deed.

2.14. **First Mortgage** means the first or paramount Mortgage, the lien of which is an encumbrance on a Unit.

2.15. General Common Elements mean those Common Elements which are for the use and benefit of all Unit Owners, as more particularly set forth in Article 5 hereof.

2.16. Institutional Lender means any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution, the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) and any other similar governmental or quasi-governmental entity that provides, acquires, insures or guarantees or proposes to provide, acquire, insure or guarantee Mortgages on one or more Units.

2.17. Lease means any agreement for the leasing, rental, subleasing, use or occupancy of a Unit, other than the conveyance of title thereto, regardless of the name given to such agreement. All such Leases executed after the date of the recording of this Master Deed are automatically deemed to include Article 4.06 of the Bylaws entitled "Leases, Assignment of Leases and Rents, Right to Evict".

2.18. Limited Common Elements has the same meaning as "Limited Common Elements" under N.J.S.A. 46:8B-3(k), except as may be modified by Article 5 hereof.

2.19 Market Unit means any Condominium Unit the Sponsor has not designated in any of the Exhibits of the Master Deed or their Amendments and Supplements to be subject to the Affordable Housing Plan and that have not been conveyed to income qualified purchasers.

2.20. Master Deed means this instrument, all Exhibits hereto and all future Amendments and Supplements thereto, recorded in the office of the Recording Officer.

2.21. Member means all Unit Owners who are members of the Association as further defined in Article 1.03 of the Bylaws and as provided in the Certificate of Incorporation.

2.22. Mortgage means duly recorded instruments and underlying obligations giving rise to a mortgage lien on any Unit.

2.23. **Mortgage Holder** means the holder of record of a Permitted Mortgage or one who insures or guarantees any Permitted Mortgage.

2.24. **Municipality** means the municipality in which the Condominium is located.

2.25. **Notice Mortgagee** means any Institutional Lender holding a First Mortgage which has requested notice of the matters set forth in Article 13 hereof.

2.26. **Owner or Unit Owner** means the record owner or one or more co-owners, persons, firms, associations, partnerships, corporations or other legal entities, who hold the fee simple title to a Unit dedicated to the Condominium as shown in the records of the Recording Officer; but, in spite of any applicable theory of mortgage, does not mean a mortgagee or trustee under a Mortgage or deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit by way of foreclosure or any proceeding in lieu of foreclosure. The terms Owner and Unit Owner do not mean any lessee or tenant occupying a Unit.

2.27. **Permitted Mortgage** means any Mortgage held by an Institutional Lender or a purchase money First Mortgage held by the Developer or any other seller of a Unit. It includes any other Mortgage, the lien of which by its terms is subordinate to any and all existing or future Common Expense liens imposed against Units. Any acquisition, construction, permanent or other Mortgage placed by the Developer on all or a portion of the Property, including any Unit, is also a Permitted Mortgage so long as it is made subordinate to this Master Deed and provides a mechanism for securing partial releases, incrementally or in bulk for Units and their respective appurtenant undivided percentage interest in the Common Elements encumbered by same.

2.28. **Phase** means a portion but less than the whole of the Property and the improvements to or proposed for such portion of the Property that has been or which may in the future be dedicated to the condominium form of ownership by the recording of this Master Deed or an Amendment and Supplement to same.

2.29. **Property** means the land dedicated to be in the Condominium by the recording of this Master

Deed in the office of the Recording Officer as described and graphically depicted, respectively, in Exhibits B hereto, and those lands which may be so dedicated to the condominium form of ownership hereafter by an Amendment and Supplement hereto.

2.30. Recording Officer means the official designated or elected in the New Jersey county in which the Property is located who has the legal authority and duty to keep and maintain the land records (deeds, mortgages, etc.) for that county and to record or file changes thereto.

2.31. Reserved Common Elements mean those parts of the General Common Elements, if any, that the Board designates as available to any or less than all Unit Owners and for use of which a charge may be imposed pursuant to Article 5.06 hereof.

2.32. Rules and Regulations mean the rules and regulations adopted by the Association, together with all amendments or supplements thereto. The Association is not required to record in the office of the Recording Officer or elsewhere either the original or any amendments or supplements to the Rules and Regulations.

2.33. Unit means a part of the Condominium intended for independent ownership and use as a residential dwelling, as more specifically set forth in Article 4 hereof and as shown on Exhibits B and on the architectural drawings and floor plans in Exhibit C, hereto. The term does not include any part of the General Common Elements or Limited Common Elements situated in or appurtenant to a Unit. The word "Unit" refers to each of the Units dedicated to the condominium form of ownership by this Master Deed or an Amendment and Supplement to same, unless the context clearly dictates otherwise.

Article 3

GENERAL DESCRIPTION OF THE CONDOMINIUM

3.01. The Condominium. Upon the recording of this Master Deed, the Condominium will consist of all of the Property legally described and graphically depicted, respectively, in Exhibits A and B hereof, consisting of approximately 4.809 acres of land and all site and other improvements now in

existence or hereafter constructed upon that portion of the aforesaid Property consisting of 50 Units located in two (2) buildings together with roadways, driveways, walkways and other improvements.

3.02. Recording of the Master Deed. By the recording of this Master Deed or and Amendment or Supplement to same in the office of the Recording Officer, the Developer is the Owner of every Unit so dedicated to the Condominium, including their appurtenant undivided percentage interest in the Common Elements. In spite of anything in this Master Deed to the contrary, the Developer has the right to advertise, promote, develop, construct, show, sell, convey, lease, or otherwise dispose of each Unit as it deems appropriate in its sole discretion.

3.03. Reserved Right to Develop, Internally Expand and Dedicate Future Phases to be Part of the Condominium. The Developer reserves the right, but without the obligation, to develop all or less than all of the land not within those Phases dedicated to the Condominium by the recording of this Master Deed by constructing thereon additional Buildings containing Units and other improvements, and to incorporate same as one or more Phases of the Condominium. Full development, as presently proposed, will be on those lands graphically depicted on Exhibit B hereof. The incorporation of the additional Buildings, Units and other improvements as part of the Condominium will be by the recording of one or more Amendments and Supplements to this Master Deed in the office of the Recording Officer. All Buildings, Units and improvements so dedicated are a part of the Condominium and all references to the Condominium in this Master Deed, the Certificate of Incorporation, or the Bylaws are understood to include the additional Buildings, Units and other improvements once they are dedicated as part of the Condominium.

Article 4

DESCRIPTION OF UNITS

4.01. Description of Units. Units are the separate parcels of real property more particularly described and shown on Exhibits A and B. Exhibit C describes the Units' room layouts at floor level. Each Unit consists of:

(A) all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

Bottom: The bottom is an imaginary horizontal plane through the highest point of the interior surface of each portion of the uppermost subfloor within the Unit as originally installed by the Developer (generally a concrete or gypcrete slab) and extending in every direction to the point where it closes or intersects with the sides of the Unit.

Top: The top is an imaginary horizontal plane along and coincident with the innermost surface of the studding or truss assembly of the uppermost ceiling and along and coincident with the exterior surface of any skylights of the Unit and extending in every direction to the point where it intersects or closes with the sides of the Unit.

Sides: The sides are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls originally installed by the Developer or, where there is no studding, the innermost surface of concrete block or equivalent perimeter walls. Where no wall exists, the side is an imaginary vertical plane along and coincident with and includes the entirety of all windows or doors located on the perimeter of the Unit. The sides of each Unit are bounded by the bottom and top of the Unit.

(B) Units include all: appliances and fixtures; interior walls and partitions, gypsum board or other facing material on walls and ceilings; the decorated or finished inner surface of all wood, tile, carpeting and padding or other type of finished flooring; interior and exterior windows, doors, any skylights, and all other improvements located within the boundaries of the Unit or which are otherwise exclusively appurtenant to a Unit although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Article 4.01 (A) above. To the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements, no matter where they are located, appurtenant improvements include the following:

(1) any and all utility lines, pipes, vents and systems, including, but not limited to: (a) electrical components including wiring, fixtures, switches, outlets and circuit breakers; (b) water pipes,

shut off valves and hose bibs; (c) sewer pipes and clean-outs; (d) vents and ducts; (e) telephone or other communication lines and wires; (f) master antenna, cable or satellite television equipment and security alarm system wiring, except where ownership of any of the above is retained by a company, public utility, agency, the Association or others who provide service therefore;

- (2) any fireplace, chimney or flue;
- (3) any utility meters not owned by the public agency or company supplying utility service;
- (4) any equipment, appliances, machinery, mechanical or other systems including, but not limited to all components of heating, ventilating and air conditioning systems located on the Common Elements;
- (5) any storage areas and loft areas (but not attic space) located in or outside the Unit which provide exclusive storage for the Unit;
- (6) any components of all doors, windows or skylights including, but not limited to, glass, sills, screens, frames, sashes, flashing and their mountings to the exterior of the Building containing the Unit and any other part or appurtenance of their respective systems; and
- (7) all exterior front entry stairs and landings that provide access to no more than one Unit and the hand railings attached to same; but, excluding any sidewalks and service walks connected to such entry stairs;
- (8) any parking space(s) assigned to a Unit;
- (9) enclosed and unenclosed balconies that directly serve no more than one Unit; and
- (10) enclosed and unenclosed grade level patios that directly serve no more than one Unit.

4.02. Location of Condominium Units. In interpreting the provisions of this Master Deed or subsequent deeds and mortgages to individual Units; the actual location of the Unit is deemed conclusively to be the property intended to be conveyed, reserved or encumbered despite any minor deviations either horizontally or vertically from the proposed locations indicated on Exhibits hereto or on any Amendment and Supplement to same.

Article 5

DESCRIPTION OF COMMON ELEMENTS

5.01. General Common Elements. The remaining portion of the lands and premises described above with all improvements constructed and to be constructed thereon and all appurtenances thereto are the "Common Elements."

More specifically, "General Common Elements" include, but are not limited to:

(A) The parcel of land described in Exhibits A and B or any Amendment or Supplement to same, including the space occupied by the above.

(B) The Buildings including the space within each Building not otherwise defined as being the Units and including foundations, parking garages, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, core walls or other fire barriers, slabs, stairways, passageways, pipes, wires, conduits, air ducts and utility lines and connections, including the space occupied by the above.

(C) All roads, curbs, walkways, paths, retaining walls, trees, shrubs, recreation facilities, clubhouse, underground sprinkler systems, yards, privacy fences, etc., constructed or to be constructed by the Developer on the Property.

(D) All other elements of the Buildings constructed or to be constructed on the Property rationally of common use or necessary to their existence, upkeep and safety including the entirety of

any fire suppression sprinkler systems that may be installed by the Developer and any sprinkler heads which protrude into a Unit; and, in general, all other installations or devices intended for common use including but not limited to tangible personal property.

(E) The drainage structure, filter and facilities, related maintenance of any vegetative stormwater swales, extended detention basin, and appurtenances, as well as any mechanic units related to the drainage structure located on the Property.

(F) The General Common Elements do not include any of the Units despite the fact that Buildings in which Units are to be located may not have been constructed at the time of the recording of this Master Deed or Amendments or Supplements to same. It is the Developer's intention that the interest in the General Common Elements appurtenant to each Unit does not include any interest whatsoever in any of the other Units or the space within any of them, whether or not the Buildings within which the Units are or will be located are constructed or yet to be constructed at the time of the recording of this Master Deed.

(G) The proposed club house shall be for common use only by Unit Owners and is not to be used for dwelling purposes, nor shall the clubhouse be leased, rented out, or otherwise made available for use by third parties or Non-Unit Owners.

5.02. Limited Common Elements. Portions of the Common Elements set aside and reserved for the restricted use of certain Units to the exclusion of the other Units are "Limited Common Elements". The Limited Common Elements restricted to the use of the respective Units are shown graphically in Exhibits C. Any patios and balconies leading to those Units as well as the assigned parking spaces located within each parking garage or located above ground are Limited Common Elements. Limited Common Elements and their use must be in compliance with governmental regulations, laws; the Association's Rules and Regulations, Bylaws, this Master Deed and amendments or supplements to any of same.

5.03. Cleaning, Snow and Ice Clearing, Maintenance, Repair and Replacement of Limited Common Elements, etc. All repair, maintenance and replacement of Limited Common Elements are

the responsibility and financial obligation of the Association. However, the Owner of a Unit having exclusive use of any Limited Common Element is responsible for the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element due to the Owner's own negligent act or omission, misuse or neglect or the negligent act or omission, misuse or neglect of their family members, pets, guests, visitors or occupants, regardless of whether authorized by the Unit Owner.

The Association is responsible for snow and ice clearing from each Unit's exterior front entry stairs and front entry landings that are part of a Unit. The Association or its designated representatives will determine when and to what extent snow and ice clearing will be undertaken. The Unit Owner is responsible for snow and ice clearing from each Unit Owner's patio or balcony that directly serve only one Unit. Specifications published by the National Redi-Mix Concrete Association, 900 Spring Street, Silver Springs, MD 20190 require that concrete is to cure for a full year after installation before use of any type of de-icing salts or other materials (like calcium or sodium chloride). Accordingly, the Association, Unit Owners and all others must not use de-icing products containing salts on any uncured concrete surfaces. The Association and Owners are never to use ammonium sulfate or ammonium nitrate as they are chemically aggressive and destroy concrete. Clean sand is to be used for traction.

5.04. Rights to Use Limited Common Elements. Unit Owners' rights to use the Limited Common Elements appurtenant to their Unit cannot be transferred apart from the conveyance of title to the Unit. Any attempt to do so is void as set forth in Article 6.06 hereof.

5.05. Association Regulation of Use, Cleaning, Snow and Ice Clearing, Maintenance, Repair and/or Replacement of Limited Common Elements, Etc. The Association shall have the right to promulgate, adopt, amend, publish and enforce such Rules and Regulations as it may deem appropriate or necessary to regulate Unit Owners' use, cleaning, snow and ice clearing, maintenance, repair or replacement of Units and the Limited Common Elements that are the responsibility of Unit Owners; to assure safety, aesthetic, architectural and visual harmony. Such Rules and Regulations may include but are not limited to schedules, standards, specifications, materials, colors, manufacturers, etc.

5.06. Reserved Common Elements. The Board has the power in its discretion to: (a) designate from time to time certain Common Elements as "Reserved Common Elements"; (b) grant reserved rights therein to the Association or to any or less than the Owners of all of the Units; (c) establish a reasonable charge to such Unit Owners for the use and maintenance thereof; and (d) adopt, amend, publish and enforce those Rules and Regulations as it deems appropriate governing the use thereof. Such designation by the Board is not to be construed as a sale or disposition of the Common Elements. Any fee paid for reserved rights is to be paid to the Association and is to be available for use by the Association in the same manner as Common Expense Assessments. No part of the Common Elements, and in particular, the clubhouse, are to be designated as Reserved Common Elements for exclusive use by third parties and non-Unit Owners, except for those who are lessees who occupy the applicable Units. Under such circumstances, the Unit Owner must accept in writing primary responsibility and liability for any Common Element to be designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the lessee's benefit.

Article 6

ESTATE ACQUIRED AND MEMBERSHIP INTEREST

6.01. Estate Acquired. The Owners of each Unit hold such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and acquires as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which cannot be divided from the Unit to which it appertains.

6.02. Ownership and Conveyance of Units. For all purposes, each Unit is a separate parcel of real property that is owned and that may be conveyed in fee simple; and devised, inherited, transferred or encumbered along with its assigned parking space(s) as a limited common element, together with its undivided percentage interest in the Common Elements, in the same way as any other parcel of real property, independently of all other Units, subject to the provisions of this Master Deed, the Bylaws and the Condominium Act. No part of any Unit can be conveyed, devised, inherited, transferred or encumbered apart from the whole of the Unit and its undivided percentage interest in the Common

Elements. All taxes, assessments and charges that become liens on a Unit apply only to that individual Unit and not to the Condominium as a whole or to other Units.

6.03. Ownership of Common Elements. Common Elements are owned in common by all Unit Owners and no one else. The Common Elements must remain undivided and Unit Owners are not permitted to bring an action for partition or division of the whole or any part thereof except as otherwise provided by law or in Article 6.02 and 6.03 of the Bylaws.

6.04. Undivided Percentage Interest. Ownership of each Unit includes that Unit's respective undivided percentage interest in the Common Elements as established herein. Each Unit together with its appurtenant interest in the Common Elements is herein referred to as the "Unit". It is the Developer's intention hereby to provide that the Common Elements are owned by Unit Owners under the condominium form of ownership along with the undivided percentage interest of each Unit in the Common Elements as set forth in this Master Deed and its Exhibits.

6.05. Percentage of Interest. The individual Units hereby established and which are to be individually conveyed, the Building number and type, and the undivided percentage interest of each Unit in the General and Limited Common Elements are attached hereto as Exhibit F. The undivided percentage of interest of each Unit appertaining to the Common Expenses, common receipts, common surplus, are as set forth in Article 13 of the Bylaws. For so long as it remains the owner of any of the constructed or unconstructed Units the Developer reserves the right to change the price or value of any such Units. However, no change in price or value of any of the Units may change or otherwise affect the undivided percentage interest of any of the Units in the General and Limited Common Elements in the Condominium or in the percentage of ownership in the Association set forth in Article 13.00 of the Bylaws. Each Unit is entitled to one vote when Association Members vote.

6.06. No Conveyance of Undivided Interest. The undivided percentage interest in the Common Elements to be conveyed with each Units may be amended by the Developer as set forth in Article 14 hereof. The Developer and Unit Owners agree that the undivided percentage interest in the Common Elements and the fee simple title to the respective Units conveyed hereunder cannot be separately conveyed, transferred, alienated or encumbered, and each of the undivided interests are deemed to be

conveyed, transferred, alienated or encumbered with its Unit despite that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee simple title to the Unit. The Developer and Unit Owners covenant that any conveyance, transfer or alienation of any Unit conclusively includes all of the interest of the Unit Owner in the Condominium and any encumbrance on any Unit also conclusively attaches to all of the interest of that Unit's Owners.

6.07. Voting. The Owners of each Unit who are in good standing (see Article 3.08 of the Bylaws) are entitled to cast one vote for each Unit to which those Owners hold title. The Developer is entitled to cast all votes for Units owned by it, but is not permitted to vote for the purpose of amending this Master Deed or the Bylaws or any other document for the purpose of changing the permitted use of those Units or reducing the Common Elements of that portion of the Property which has been dedicated to the condominium form of ownership.

6.08. Membership of Unit Owners in Condominium Association. Upon becoming the owner of a Unit, every Unit Owner automatically becomes an Association Member which membership is held until their ownership of a Unit ceases for any reason. At that time Association membership automatically ceases. Other than as an incident to a lawful transfer of title to a Unit, Association membership is not transferable and any attempted transfer is void.

6.09. Compliance by Owners. Each Owner or occupant of a Unit must comply with and assumes ownership or occupancy subject to laws, statutes, rules and regulations, resolutions, ordinances or other judicial, legislative or executive "law" of governmental authorities having jurisdiction over the Condominium; the provisions of this Master Deed, the Certificate of Incorporation, the Bylaws, the Rules and Regulations and any other documents, as well as any amendments or supplements to any of the foregoing. Failure to comply with any of the foregoing is grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Developer, the Association or any Unit Owner in any court or administrative tribunal having jurisdiction of any person or legal entity violating or attempting to violate or circumvent any of the aforesaid and against any Unit Owner to enforce any lien imposed as per this Master Deed or any covenant contained herein. Failure by the Developer, the Association or any Unit Owner to enforce covenants herein contained for any period of time is not, under any circumstances, a waiver or estoppel of the right to thereafter enforce same.

Article 7

ASSESSMENTS

7.01. Contribution of Unit Owners Toward Expenses, Administration, Etc. of Common Elements and the Association.

Subject to Article 7.02 of this Master Deed, each Unit Owner is to contribute, as set forth in Article 13.00 of the Bylaws, toward the expenses of administration, maintenance, repair and replacement of the Common Elements, expenses declared common by this Master Deed or the Bylaws and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as are from time to time found by the Association to be necessary, including, but not limited to: expenses for the operation, maintenance, repair or replacement of Buildings, grounds or facilities within the Condominium; the maintenance, operation, repair or replacement of the recreation facilities, if any, all costs of carrying out the duties and powers of the Association; compensation of Association employees; insurance premiums and expenses relating thereto; taxes which may be assessed against Association or its property; the cost of utility services supplied to the Common Elements or to each individual Unit if utility service usage is not metered and billed to each Unit by any utility supplier, but is metered and billed to the Association; and any other expenses of the Association set forth herein, in the Bylaws or which may be designated by the Board as Common Expenses. No Unit Owner may be exempted from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or the community or recreation facilities, if any, or by abandonment of their Unit. Payment of the Common Expenses are to be made in the amount and at the frequency determined by the Board, and are to be delivered to Association at its principal office or to such other place the Board designates.

Affordable Unit Owners are subject to Common Expense, Special and Emergency Assessments equal to the Market Units.

7.02. Lien in Favor of the Association. All charges and expenses chargeable to any Unit constitute a lien against said Unit in favor of the Association. That lien is prior to all other liens, except (a) assessments, liens and charges for taxes past due and unpaid on the Unit and (b) payments due under

bona fide and duly recorded Mortgage instruments, if any, except to the extent modified by any applicable New Jersey or federal law. The charges and expenses represented in the annual Common Expense Assessment or maintenance fees become effective as a lien against each Unit on the first day of each year. Additional or added assessments, any and all types of fees, amounts ordered as per Article 4 of the Bylaws, fines, charges, expenses, and water usage fees, if any, chargeable to Units and not covered by the annual Common Expense Assessment, become effective as a lien against each Unit as of the date when the expense, fine or charge giving rise to such additional or added assessment is levied or incurred. If the assessment, charge or other expenses giving rise to any lien remains unpaid for more than 10 days after it is due and payable, the entire amount of the next due 12 monthly installments of the then current or next annual Common Expense Assessment and other additional or added assessments, charges and expenses immediately become due and payable. All liens may be recorded in accordance with N.J.S.A. 46:8B-21 and foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages. In the event of foreclosure, in addition to the Common Expense and other assessments or amounts due, the Association is entitled to recover the expenses of the action including court costs and reasonable attorney and paraprofessional fees. The Association's right to foreclose its lien is in addition to any other remedies available at law or equity for the collection of annual, additional or added charges and expenses, including the right to proceed personally against any delinquent Unit Owner for the recovery of a personal judgment for the amount due, court costs and reasonable attorney and paraprofessional fees. The title acquired by any purchaser following any foreclosure sale or sheriff's judgment sale is subject to all provisions of this Master Deed, the Bylaws, the Rules and Regulations and the Condominium Act; and, by so acquiring title to the Unit, the purchaser automatically agrees to abide by and be bound by same. Interest, fines and penalties may only be levied, imposed and collected by the Association to the extent they are permitted by law.

7.03. Payment of Expenses Out of Proceeds of Sale. Upon the sale, conveyance or other lawful transfer of title to a Unit, all unpaid assessments, fines and all other charges and expenses of whatever nature chargeable to the Unit must first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (a) assessments, liens and charges for taxes past due and unpaid on the Unit and (b) payments due under any bona fide duly recorded Mortgage instruments, except to the extent modified by applicable New Jersey or federal laws.

7.04. Liability for Assessments Due Association and Certificates of Payment. Any persons who acquire title to a Unit are jointly and severally liable with their predecessor in title for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from the predecessor in title the amount paid by them as joint debtor. Any contract purchaser of a Unit may request in writing that the Association provide them with a certificate setting forth the amount of unpaid assessments or other debts owed to the Association for a Unit. The written request is to include the names of all persons who will reside in the Unit and the anticipated date of closing title. The Association will provide the certificate within 10 days after receipt of the request. The purchasers may rely upon the certificate and their liability to the Association is limited to the amount set forth therein. Liability for the payment of amounts due the Association does not attach to a Unit's purchasers following a mortgage foreclosure or sheriff's judgment sale of any Unit but the Association is entitled to payment thereof out of the proceeds of sale as provided by law. Further, any Permitted Mortgagee who obtains title to a Unit pursuant to remedies provided in the Mortgage or foreclosure of the Mortgage is not liable for the Unit's unpaid amounts due the Association which accrued before the acquisition of title of the Unit by the Mortgage Holder, except to the extent permitted by any applicable New Jersey or federal law.

7.05. Covenant to Pay Assessments. Every Unit Owner, by acceptance of a deed or other document of conveyance of an ownership interest in a Unit, whether or not it is expressed in any deed or other document of conveyance, is deemed to covenant to pay to the Association all assessments and other sums contemplated in this Master Deed or the Bylaws.

7.06. Liability for Assessments. No Unit Owner may waive or otherwise avoid liability for Common Expenses by not using the Common Elements. All assessments, fines and other charges against a Unit or its Unit Owners are a continuing lien on the Unit against which they are assessed or the Unit owned by the Unit Owner against whom they are assessed and are the joint and several personal obligations of all Owners of the Unit at the time the assessment, fine or other charge fell due, and of each subsequent record Owner of the Unit, except as otherwise contemplated by Articles 7.02, 7.03 and 7.04 of this Master Deed or N.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof including reasonable attorney and paraprofessional fees. Liens for unpaid assessments, fines or other charges the Association is permitted by law to levy, impose or collect, may be foreclosed by

suit brought in the Association's name in the same manner as a foreclosure of a mortgage on real property. Suits to recover money judgments for unpaid assessments, fines or other charges may be maintained without waiving the lien securing same.

7.07. Annual Common Expense Assessments. It is an affirmative and perpetual obligation of the Board to fix annual Common Expense Assessments in an amount at least sufficient to maintain and operate the Buildings, the Common Elements, Property and Association affairs as contemplated by this Master Deed, the Bylaws or as required by the Condominium Act; and to pay for all expenses of the Association for benefits derived by the Unit Owners. The amount of monies deemed necessary for Common Expenses and the way they are expended are determined in the Board's sole discretion.

7.08. Notice of Annual Common Expense Assessments. At least 5 days in advance of the due date of the first Common Expense Assessment installment for each fiscal year, the Board will prepare a list of Units and the annual Common Expense Assessments applicable to each, according to the names of the Unit Owners. This list is to be kept in the office of the Association or its managing agent and is open to inspection upon any Unit Owner's request. Written notice of the annual Common Expense Assessment is to be given to Unit Owners in the manner provided by Article 18.03 of the Bylaws.

7.09. Use of Annual Common Expense Assessments. The annual Common Expense assessment levied by the Board will be used exclusively for promoting the health, safety, pleasure and welfare of Association Members, including, but without limitation, street lighting; refuse or recyclable collection; snow and ice clearing; landscaping of Common Elements; maintenance and repair of the exterior and roofs of the Buildings, including but not limited to cleaning, painting, caulking and staining of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements on the Property or elsewhere for which the Association is responsible: including roadways and parking areas; maintenance and repair of fences and walls; payment of applicable common taxes and insurance premiums; costs and expenses incidental to the Association's operation and administration; and such other items as the Board from time to time deems appropriate; provided that the annual Common Expense assessment cannot be used for capital improvements subject to Article 7.15 of this Master Deed.

7.10. Allocation of Common Expenses. The annual Common Expense assessment will be allocated among all Units within any Buildings declared to be in the Condominium and for which an initial Certificate of Occupancy has been issued. Each Unit will be assessed a proportionate share of the annual Common Expense Assessment determined by the Unit's then current percentage interest in the Common Elements as set forth in Article 13 of the Bylaws and Exhibit "F" hereof as they may be amended. Until title to the first Unit is conveyed, the Developer is solely responsible for all Common Expenses as set forth in Article 7.20 hereof. Following the first conveyance, the Owners of Units to whom title has been conveyed are responsible for their percentage share of the Common Expenses and the Developer is responsible for payment of all Common Expenses assessed against Units which have not been initially conveyed to an individual purchaser and for which an initial Certificate of Occupancy has been issued.

For so long as it designates a majority of Board Trustees, the Developer will not cause the Common Expense Assessment to be artificially low.

7.11. Annual Common Expense Assessment Not Made. Except when the Developer holds the majority of the Board seats, if a Common Expense Assessment is not made annually, an assessment is presumed to have been made in the amount of the prior year's Common Expense Assessment plus 10 percent. Installments of the presumed annual Common Expense Assessment are due on each installment payment date until a new annual Common Expense Assessment or new installment payment dates are adopted.

7.12. Due Dates of Annual Common Expense Assessment. Annual Common Expense Assessments are made for a yearly period to be determined by the Board and are payable in advance in monthly installments due upon the first day of each month or in such other installments and upon such other due dates as the Board establishes.

7.13. Emergency Common Expense Assessment. In the event the regular annual Common Expense Assessment is not insufficient for an immediate need or emergency, the Board may amend the budget and assessment and levy an Emergency Common Expense Assessment. The determination of an immediate need or emergency is at the Board's sole and absolute discretion. Notice of any such

amendment of the budget and assessment and the levying of an Emergency Common Expense Assessment is to be in a writing delivered to Unit Owners in the manner provided in Article 18.03 of the Bylaws. The notice is to specify the due dates of the Emergency Common Expense Assessment or any installments thereof. Within 30 days of any Emergency Common Expense Assessment, the Board is to memorialize by written resolution the factual basis for and the fact that an Emergency Common Expense Assessment was made.

7.14. Special Common Expense Assessment, Bulk Real Estate Tax Bills. In addition to all other types of assessments authorized herein, in any assessment year the Board may levy a Special Common Expense Assessment to defray in whole or in part the cost of any responsibility of the Association, including but not limited to; any reconstruction, unexpected repair or replacement of an existing Common Elements capital improvement not determined by the Board to constitute an emergency or immediately needed, but for which funds held in reserve are inadequate, or for any other lawful purpose except new capital improvements subject to Article 7.15, hereof. If a Special Common Expense Assessment for an assessment year together with all other Special Common Expense Assessments for that assessment year in the aggregate exceeds the sum of \$15,000.00 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers published closest to the date the Recording Officer records this Master Deed, it must be authorized by the affirmative vote of two-thirds of the Members in Good Standing. This vote is to be taken at a meeting duly called for such purpose. Written notice stating the purpose of that meeting, must be sent to Unit Owners in the manner set forth in Article 18.03 of the Bylaws at least 30 days in advance. The due dates of any Special Common Expense Assessment or any installments thereof are fixed in the Board resolution authorizing same.

As the Condominium is to be constructed in Phases, it is possible that real estate property tax bills for or special assessments and other charges imposed by taxing authorities on portions of the Common Elements to be or which previously have been dedicated to the Condominium may be issued directly to and in the name of the Developer or the Association and not reflected in the municipality's assessment of and real estate taxes on individual Units based on their undivided percentage interest in same. All real estate property taxes, special assessments and other charges imposed by taxing authorities are to be separately assessed against and collected on each Unit and its undivided

percentage interest in the Common Elements as a single parcel, as provided by the Condominium Act.

If any such taxes, assessments or charges are not separately assessed or taxed to each Unit, then the Owners of each Unit must pay their proportionate share thereof in accordance with the percentage undivided interest in the Common Elements and the Board must levy and collect a Special Common Assessment for any such year, if necessary.

Nothing herein relieves the Developer from its sole responsibility for real estate taxes for or special assessments and other charges imposed by taxing authorities on Units before title to each of same is conveyed to third party purchasers, or on the Property or lands before they are dedicated to the Condominium.

7.15. Capital Improvement Common Expense Assessment. In addition to the other assessments herein authorized, the Board may levy a Capital Improvement Common Expense Assessment for the purpose of acquiring or constructing any new capital improvements. For purposes of this Article 'capital improvements' mean any improvement to the Property undertaken by the Association for which monies have not been provided in the first Association budget or reserves. If, during any assessment year, a Capital Improvement Common Expense Assessment, together with all other Capital Improvement Common Expense Assessments for the assessment year, exceeds in the aggregate the sum of \$15,000 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers published closest to the date the Recording Officer records this Master Deed, it must be authorized by the affirmative vote of two-thirds of the Members in Good Standing. This vote will be taken at a meeting duly called for this purpose. Written notice stating the purpose of the meeting must be sent to all Unit Owners in the manner set forth in Article 18.03 of the Bylaws no less than 30 days in advance of the meeting. The due dates of Capital Improvement Common Expense Assessments, or any installments thereof, may be fixed in the resolution of the Board authorizing same.

7.16. Exemption from Capital Improvement Common Expense Assessments. In spite of anything to the contrary herein, neither the Developer nor any Mortgage Holder is obligated to pay any assessments for new capital improvements, whether by way of regular Common Expense or

other type of assessment. This Article of the Master Deed may not be amended without the prior written consent of the Developer and every Mortgage Holder.

7.17. Remedial Common Expense Assessment. In addition to the other assessments herein authorized, the Board may levy a Remedial Common expense Assessment against any individual Unit whenever required or permitted to do so by this Master Deed, the Bylaws or the Association's Rules and Regulations that authorize the levying and collecting of Remedial Common Expense Assessments, such as, but not limited to, Article 8 of this Master Deed. The Board may also provide in Rules and Regulations for ordinary maintenance and minor repairs and replacements to Units or Limited Common Elements for which Unit Owners are responsible, to be undertaken by the Association's personnel, contractors or other representatives and charged to the responsible Unit Owners as a Remedial Common Expense Assessment.

7.18. Miscellaneous Common Expense Assessments. To the extent that the Association is permitted by New Jersey law to levy, impose or collect any and all fines, late charges, costs of collection including reasonable attorney and paraprofessional fees, interest on unpaid assessments; and any and all capital contributions, escrow deposits or any other sums required to be paid to the Association by a Unit Owner as per this Master Deed, the Bylaws, Certificate of Incorporation, Rules and Regulations or any duly adopted Resolution of the Board are deemed Common Expense Assessments which each Unit Owner has covenanted to pay and for which each Unit Owner is liable pursuant to the provisions of Articles 7.01 and 7.02, respectively, of this Master Deed. They are to be collected by the Association in the same way as other assessments pursuant to the provisions hereof and N.J.S.A. 46:8B-21.

7.19. Interest in Common Surplus. Any Association common surplus resulting from an excess of income over expenses that the Board, in its sole discretion, opts to refund to Unit Owners, must be allocated among the Members in the same way those expenses were assessed.

Article 8

MAINTENANCE RESPONSIBILITIES

8.01. Maintenance of Units by Unit Owners. All Unit Owners, at their own cost and expense must promptly furnish, perform and be responsible for all of maintenance, repairs and replacements to their Unit in accordance with requirements of this Master Deed, the Bylaws and any Association Rules and Regulations. Except as herein provided, maintenance, repairs and replacements of the plumbing fixtures and systems, electrical wiring and receptacles, appliances and equipment, and lighting fixtures or part of any Unit that are not Common Elements are Unit Owner responsibilities, at their expense. Maintenance, repair, replacement, cleaning and washing of all walls, ceilings; all windows and door frames, sills, sashes, glass and screens; any skylights and any other integral part or appurtenance of their respective systems; paint, wallpaper, paneling, floor covering, draperies, light bulbs, and window shades or curtains within any Unit are the Unit Owner's responsibility, at their expense. Unit Owners are responsible for snow and ice clearing from their Unit's decks, balconies, patios, and porches in compliance with Association Rules and Regulations and applicable laws. However, the Association is responsible for snow and ice clearing on the exterior front entry stairs and front entry landings that are part of a Unit, and the parking garages, assigned parking spaces, and driveways that provide access to the garages. See Articles 5.03 and 5.05 hereof.

The Association, its agents and employees may effect emergency or other necessary repairs that a Unit Owner fails to perform. Any expense so incurred is the responsibility of the Unit Owner affected thereby. Maintenance, repairs and replacements required to common plumbing, mechanical, electrical and water supply systems within the Common Elements will be furnished by the Association. Unit Owners are responsible to promptly report to the Board, in writing, any defect or need for maintenance, repairs or replacements, the responsibility for which is that of the Association.

8.02. Responsibilities of the Association - General. The Association must furnish the maintenance, repairs and replacements required for the functioning of any common plumbing, common heating, common air-conditioning, common mechanical, common electrical, common

sewer or common water supply systems that are within the Common Elements; as well as for the General Common Elements themselves, as defined in Article 5.01 hereof, including but not limited to, the exterior and roof of Buildings, parking areas, roadways, common sidewalks, common walkways, common stairways, common hallways, fences and walls. All Association costs to discharge its responsibilities are Common Expenses.

The Association is obligated to maintain the stormwater management facilities, including the infiltration/detention basin facility and water quality structure, and appurtenances thereto. Exhibit I contains the Stormwater Management Facility Agreement as well as the Operation and Maintenance Manual annexed as an exhibit to the Stormwater Management Facility Agreement. The Stormwater Management Facility Agreement, and its exhibits contain the maintenance manual and maintenance guidelines maintenance manual and, maintenance guidelines for the stormwater detention facility and water quality structure, and appurtenances thereto.

The Grant of Conservation Restriction/Easement (Drainage Structures), attached hereto as Exhibit J, sets forth the obligations of the Association to maintain the stormwater detention facility; have regular inspections of the stormwater detention facility; ensure the cleaning, repair and replacement of any and all structures and other items as may be necessary, to maintain the stormwater detention facility in accordance with the maintenance manual and guidelines and DEP regulations and guidelines.

In addition the Association is required to protect the historical nature and integrity of the historic cemetery located on the property. Exhibit K, the Historic Cemetery Preservation Easement, provides the Township with a non-public easement for the preservation of the cemetery, including the preservation of an inherent public benefit with the continued conservation and preservation of the cultural and historical heritage of the cemetery. The Association, as requested by the Municipality, is to ensure that the fence around the boundary of the cemetery and entrance gate remains in place, as well as preserve the historic marker used to identify the cemetery and which provides a brief history of the cemetery. The Township is requiring that the area in question remain in its natural, pristine state, without the disturbance of the vegetation and foliage in that area.

The Association also has the continuing obligation to maintain the flag pole, and light located in the center of the Condominium

The Common Elements and their use must be in compliance with governmental regulations, laws; the Association's Rules and Regulations, Bylaws, and this Master Deed.

Specifications published by the National Redi-Mix Concrete Association require that concrete is to cure for a full year after installation before use of any type of de-icing salts. Accordingly, the Association, Unit Owners and all others must not use de-icing products containing salts on any uncured concrete surfaces.

8.03. Rights of the Association. The Association may effect emergency maintenance, repair and replacements to any Unit or Limited Common Element for which a Unit Owner is responsible but has failed to perform. The Association expenses incurred in doing so may be levied against the Owner of that Unit as a Remedial Common Expense Assessment. The Association may also effect non-emergency maintenance, repair or replacement to any Unit or Limited Common Element for which the Unit Owner is responsible but has failed to perform and charge the reasonable expenses incurred in doing so to the Unit Owner as a Remedial Common Expense Assessment, but only if; (a) any such failure by the Unit Owner has or will have a material and adverse impact on any other part of the Condominium and (b) the Unit Owner responsible for such maintenance, repair or replacement has failed to remedy the situation within 30 days after the Association gives the Unit Owner written notice of the need for such maintenance, repair or replacement.

8.04. Access to Units. The Association has the irrevocable right, to be exercised by the Board or managing or other Association agent, to have access to each Unit during reasonable hours for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or for making emergency inspections or repairs therein necessary to prevent damage to the Common Elements or to another Unit. Prior notice is to be given to the Unit Owner or occupant except in the case of an emergency.

8.05. Damage Due to Negligence, Omission or Misuse. If damage is caused to the Common Elements or to Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a Common Expense that are caused or are due to the negligent act or omission of or misuse by a Unit Owner, or a member of the Unit Owner's family or household pet, guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner); the responsible Unit Owner is liable and must pay for any such damages, liability, costs and expenses, including paraprofessional and attorney fees, caused by or arising out of such circumstances as a Remedial Common Expense Assessment. Any such maintenance, repairs and replacements to the General or Limited Common Elements or to Units are subject to the Bylaws and Rules and Regulations.

8.06 Maintenance of Stormwater Detention Facility. The Association is obligated to maintain the stormwater detention facility located on the Property as well as any vegetative stormwater swales, the dry extended detention basin, the mechanic unit and its appurtenances, and to protect them from degradation or removal. Exhibit I contains the maintenance manual and maintenance guidelines. The Association is obligated to maintain the stormwater detention facility; have regular inspections of the stormwater detention facility; ensure the cleaning, repair and replacement of any and all structures and other items as may be necessary, to maintain the stormwater detention facility in accordance with the maintenance manual and guidelines and DEP regulations and guidelines.

8.07 Maintenance Historic Cemetery Preservation Easement. The Condominium is required to conserve and preserve the historic nature of the historic cemetery by ensuring that the fence around the perimeter of the easement area remains in place and ensuring that the historic marker plaque identifying the cemetery and providing a brief history remains intact and located on the fence gate. The nonpublic easement granted to the Township restricts activities within the easement area except with written approval of the Township acting through the governing body or such other body or official as the governing body may designate.

8.08 Maintenance of the Flag Pole. The Township of Branchburg requires the continued display of the flag located in the center of the Condominium. The Association has a continuing obligation, as required by the Township of Branchburg, to maintain the flag pole, flag, and light located in the center of the Condominium in accordance with any guidelines set forth by the Township of Branchburg.

Article 9

EASEMENTS

9.01. Unit Owner Easements. If any portion of the Common Elements encroaches on any Unit, or vice versa, or if a portion of one Unit encroaches on another Unit, a valid easement for the encroachment and for the maintenance of the same exists for so long as it stands. If any Building is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the Common Elements encroaches upon the Units, or vice versa, or any of the Units encroach on another Unit; a valid easement exists for such encroachment and for the maintenance thereof, so long as it stands.

9.02. Developer's Nonexclusive Easement to Common Elements and Rights Reserved. (A) A valid, nonexclusive easement for the benefit of the Developer exists in, on, over and across the General Common and Limited Common Elements for the maintenance, operation and renewal thereof; as a means of providing ingress and egress to other portions of the General and Limited Common Elements and to other lands now or hereafter controlled by the Developer or its Affiliates, successors or assigns.

(B) For as long as Developer leases or has, in the ordinary course of business, one or more Units whose title has not been conveyed to a third party not an Affiliate of the Developer; the Developer and its Affiliates have an easement for ingress and egress and the right to bring agents, prospective purchasers, lessees, contractors and the like in, on, over and across the Common Elements and Limited Common Elements.

(C) An easement is reserved to the Developer and its Affiliates to install, maintain or convey ownership and responsibility to a municipal utility authority or private utility company or others for any utility meters, lines, wires, conduits, pipes and other facilities necessary for the proper maintenance of the Common Elements or systems servicing the Property, Buildings or Units. A blanket, perpetual and nonexclusive easement of unobstructed ingress in, on, over, across and through the Common Elements, is granted to the Developer, the Association and to the municipality within which the Condominium is located and its agents and agencies, and as well as each of their

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respective Affiliates, officers, agents, employees and all police, fire, ambulance and other emergency personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements.

(D) The Developer reserves the following easements with respect to the Property:

(1) A blanket and nonexclusive easement in, on, through, under, over and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units, utility systems or the Common Elements; for use and access to one or more on-site sales, storage, construction and service trailers which the Developer may relocate at its discretion to other areas of the Property; for ingress and egress and the use of all driveways, parking areas, and for the use of Developer owned Units for models, administrative offices, for rental and sales promotion and exhibition of Units and other real property offerings of the Developer or its Affiliates; all until 2 years after the date the last Unit conveyed in the normal course of the Developer's business, but in no event more than 10 years from the date this Master Deed is recorded.

(2) An irrevocable easement and right to enter in, on, through, under, over and across any Unit for such purposes as reasonably necessary for the Developer or its agents to service such Unit or any part of the Building or Property provided that a request for entry is made in advance and entry is at a time reasonably convenient to the Unit's Owner. In emergencies, the right of entry is immediate whether the Unit Owner is present or not. For as long as Developer or its Affiliates hold title to any Unit in the ordinary course of business they reserve the right and an easement to lease those Units to third parties.

(3) A perpetual, blanket and nonexclusive easement in, on, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading or the improvements located on the Property or other property now or hereafter owned or controlled by the Developer or its Affiliates. Unit Owners must not in any way directly or indirectly interfere with or alter the drainage and runoff patterns, systems and improvements within the Condominium.

(4) A perpetual, blanket and nonexclusive easement in, on, through, under and across the Common Elements for the purposes of construction, installation, maintenance and repair of lines, conduits, meters, utilities and other facilities necessary for the operation of a private cable, satellite or other type of master antenna television system. This easement may be assigned. Unit Owners must not in any way directly or indirectly interfere with or alter the use of this easement or systems. Neither the Association nor any Unit Owner is obligated by this Master Deed or the reservation of this easement to contract for the use of any such system installed in accordance with this easement.

(5) A perpetual, blanket and nonexclusive easement in, on, through, across and over the Common Elements for access to any site entrance sign or signs. The Association is responsible to maintain and light these signs as originally constructed. Developer reserves the right to maintain these signs if the Association fails to do so. These signs, if any, must not be altered or changed in any way without Developer's prior written consent.

(E) Developer reserves the easement and the right to assign and to grant future easements to neighboring properties to permit the grantee to connect into one or more of the water, storm sewer, sanitary sewer, gas, electric or other utility systems servicing the Condominium all for the benefit and enjoyment of the neighboring properties; provided that the grantee of any such easement is obligated to maintain its connections to said systems and its lines. The right to grant such easements expires on Developer's conveyance of title to the last Unit ultimately to be conveyed within the Property.

(F) Despite any language in this Master Deed to the contrary, The Developer and its successors and assigns have the absolute and sole right, without needing the consent of the Association, its Members, Owners, mortgagees or other persons; to grant, dedicate and convey roads within the Condominium to the Municipality pursuant to the New Jersey Municipal Services Act N.J.S. 40:67-23.2 et seq., and to grant and convey easements to any governmental entity, authority or agency or to any utility company; provided that the Developer in its sole discretion determines that the said grants, conveyances or easements benefit the Condominium Property.

(G) The easements and the rights reserved herein may be assigned in whole or in part by the Developer without the consent of the Association, its Members, Owners, mortgagees or other

persons. Developer may execute and record easements or other documents or permit applications necessary for the above purposes as "Owner" and on behalf of the Association and Unit Owners. All such applications will be at the Developer's sole expense.

9.03. Easement to Association. The Association has a perpetual easement for the maintenance of any Common Elements, including those which may presently or hereafter encroach upon a Unit; and the Association, through the Board or any managing agent, or their respective agents or employees have the perpetual and nonexclusive right of access to each Unit to; inspect same, remedy any violations of the provisions of this Master Deed, the Bylaws or Rules or Regulations and to perform any operations required in connection with the maintenance, repair or replacement of or to the Common Elements or any equipment, facilities, systems or fixtures affecting or serving other Units or the Common Elements provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In cases of emergency, such right of is immediate whether the Unit Owner is present or not.

9.04. Mortgage Holder Easements. Any Mortgage Holder, its officers, agents and employees, have a blanket, perpetual and nonexclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or any Unit encumbered by a First Mortgage owned, insured or guaranteed by it. This right is to be exercised only during reasonable daylight hours and then, whenever practicable, only after advance written notice to and with the permission of the Board, for Common Elements, or the Unit Owner, for a Unit.

9.05. Municipal Easements and Maintenance Rights. The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within, on, over, under, across and through same to the municipality within which the Condominium is located, its respective officers, agents, and employees (but not the public in general), and all police, fire, ambulance and other emergency personnel in the proper performance of their respective duties (including but not limited to emergency or other personnel necessary for maintenance, repair or replacement to a Unit which the Unit Owner has failed to perform) and for emergency or other necessary maintenance, repair or replacement of the Common Elements which the Association has failed to perform. This easement for the benefit of the municipality includes a maintenance easement authorizing, but not requiring, the municipality to enter upon the Condominium for the

inspection or maintenance of any detention basin or other stormwater detention facilities established within the Condominium and for which the Association is responsible if the Association fails to fulfill its responsibilities relative thereto. Except in the event of emergencies, the rights accompanying this easement must be exercised only during reasonable hours and, whenever practicable, only after advance notice to and with permission of the Board of Trustees, for Common Elements, or the Unit Owners directly affected thereby.

If the Condominium is not maintained in reasonable order and condition, the governing body of the municipality or its agents have the easement and right to enter and maintain the Condominium. The assumption of such maintenance responsibility is to be in accordance with the procedures set forth in N.J.S. 40:55D-43(b). The cost of same will be assessed, enforced and collected in accordance with N.J.S. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S. 40:55D-43(b) and N.J.S. 40:55D-43(c) to the maintenance of "open space," this Article is to apply to all of the maintenance obligations set forth in this Master Deed. The cost of such maintenance by the municipality will be assessed pro rata against the Owners of each Unit in the Condominium, is a lien and tax against each Unit in the Condominium, and may be enforceable by the Municipality in the manner provided by law with respect to real estate taxes assessed directly against each Unit.

9.06. Utility Easements. The Condominium is subject to a blanket, perpetual and nonexclusive easement in, on, over, across and through the Common Elements and Limited Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, gas, telephone, security alarm, satellite or cable or other type of television, fire suppression or lawn sprinkler; systems, facilities, equipment, mains, conduits, wires, poles, transformers, meters and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or other systems serving the Property. Said easements are for the benefit of any governmental agency, utility company or other person or entity that requires same for the purpose of maintaining, etc. said systems or furnishing one or more of these services. The width of this easement is to be of reasonable size so as not to interfere with the use and enjoyment of the Common Elements.

9.07. Grant of Conservation Restriction/Easement (Drainage Structures). The Condominium is subject to a blanket, perpetual and nonexclusive easement in, upon, over, across and through the Property to the New Jersey Department of Environmental Protection and its agents for the purposes

of ensuring the drainage structure on the Property is properly maintained in accordance with the terms set forth in the Grant of Conservation Restriction/Easement (Drainage Structures) to be recorded in the Office of the Somerset County Clerk, a copy of which is also attached as Exhibit J to this Master Deed. The Association may not remove this Grant of Conservation Restriction/Easement except in accordance with N.J.S.A. 13:8B-1, et seq.

9.08 Historic Cemetery Preservation Easement. The Condominium is subject to a blanket, perpetual and nonpublic easement in, upon, over, across and through the Property to the Township of Branchburg and its agents for the preservation of a historic cemetery by protecting the historical nature and integrity of the cemetery from any adverse effects and restricting activities within the easement area except with written approval of the Township acting through the governing body or such other body or official as the governing body may designate, in accordance with the terms set forth in the Historic Cemetery Preservation Easement to be recorded in the Office of the Somerset County Clerk, a copy of which is also attached as Exhibit K to this Master Deed.

Article 10

ADMINISTRATION AND POWER OF ATTORNEY

10.01. The Administering Association. The Condominium will be administered, supervised and managed by the Association, which acts by and on behalf of Condominium Unit Owners, in accordance with this Master Deed, the Bylaws and the Condominium Act. The Bylaws are an integral part of the plan of ownership herein described and this Master Deed is to be construed in conjunction with the provisions of the Bylaws. Pursuant to the requirements of the Condominium Act, the Association is hereby designated as the form of administration of the Condominium; and the Association is hereby vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the Bylaws. The Association is empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated by the Unit Owners. Nothing to the contrary, contained either in this Master Deed, the Certificate of

Incorporation or the Bylaws serves to exculpate members of the Board appointed by the Developer from their fiduciary responsibilities. In accordance with N.J.A.C. 5:26-8.2, the Association:

(a) subject to this Master Deed, the Bylaws, the Declaration of Covenants and Restrictions, if any, or other instruments of creation, may do all that it is legally entitled to do under the laws applicable to its form of organization;

(b) is to discharge its powers to protect and further the health, safety and general welfare of Condominium residents; and

(c) is to provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners that is to be readily available as an alternative to litigation.

While the Developer controls of the Association Board of Trustees, the Developer may not take any action which adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims against the Developer for defects in Common Elements must be processed in accordance with N.J.A.C. 5:25-5.5 regarding warranty coverage and claims.

10.02. Association's Power of Attorney. By acceptance of a deed to a Unit or by acceptance of any other legal or equitable interest in the Condominium, each contract purchaser, Unit Owner, mortgagee, lienholder or other person having any legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Association as attorney-in-fact for the following purposes:

(a) to acquire title to or lease any Unit whose Owners desire to surrender, sell or lease same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or to otherwise dispose of any such Units so acquired or to sublease any Units so leased by the Association;

(b) to prepare, execute and record Amendments and Supplements to the Master Deed. At no time can the Association or the Board impose any right of first refusal or similar restriction on Units.

Article 11

RESTRICTIONS

11.01. General Restrictions. Units and Limited Common Elements appurtenant to any Unit cannot be used for any purpose other than as a private residence except for those Units used by the Developer as sales, administrative or other offices or models. Unit Owners, tenants and occupants of Units may use the Common Elements in accordance with the purposes for which they are intended but may not hinder or encroach on the lawful rights of other Unit Owners, tenants or occupants. Unit Owners must not cause or permit anything to be stored or kept in attic or roof areas; nor can they permit anything to be hung, displayed or placed on the outside walls, doors or windows of any Building whether or not Common Elements, except in accordance with Association Rules and Regulations. Unit Owners and occupants must not store or use anything including but not limited to bicycles, wood, barbecue or other grills or garbage/recycling containers on the Limited Common or Common Elements including but not limited to balconies, Unit entryway areas, breezeways, porches, patios, decks and sidewalks except in compliance with Association Rules and Regulations.

No signs (including for rent or for sale signs), awnings, canopies, clothes lines or trees shall be erected or installed in or upon the Commons Elements or Limited commons Elements, or any part thereof without the prior consent of the Board.

Electric barbecue grills are the only type of grills permitted, except if other types of grills are allowed by the Rules and Regulations. Unit Owners must not permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on any Building or contents thereof, or which is in violation of any law; or which will increase the rate of

insurance of any Buildings or contents thereof applicable for residential use, except in compliance with Association Rules and Regulations.

Waste must not be committed on or to any of the Common Elements. Trusses which make up the roof structure are Common Elements and must not be altered in any manner. Flooring above ceiling trusses are for access only and are not to be used for any storage.

Unit Owners must not obstruct, cover, paint or otherwise interfere in any way with the proper operation of any fire suppression sprinkler or alarm system which may be installed in a Unit. Unit Owners and occupants must keep operational any fire or smoke alarm systems in their Units and not obstruct their operation.

Noxious and offensive activities and noise are not permitted or allowed in or on the Common Elements or any Unit nor can anything be done therein either willfully or negligently which is or may become an annoyance or nuisance to Condominium residents.

Recreational vehicles (campers, house trailers, motor homes, etc.) and Commercial Vehicles must not be parked overnight on the Common or Limited Common Elements without the prior written approval by the Board or its designated committee or representative for this purpose, except if parked within enclosed motor vehicle garages or in areas designated in Association Rules and Regulations, if any. Vehicles are not to be used as living quarters. "Commercial vehicles" refers to pick-up trucks, vans, trucks, tractors, trailers, wagons, or any oversized or other motor vehicles having commercial license plates or used for commercial purposes or which have advertisements of one or more businesses painted or permanently affixed to same and which cover an aggregate of more than 30 square inches.

Pets shall not be permitted, except that each Unit may keep or maintain one (1) dog equaling 80 pounds or less, or two (2) dogs each equaling 20 pounds or less, or up to two (2) cats or birds, subject to any further Rules and Regulations of the Association.

A Unit Owner is required to provide information on restrictions, and any further Rules and Regulations adopted by the Association, to prospective purchasers of their unit, when entering into any contract for the sale of their unit.

No portion of the Common Elements or other portion of the Condominium shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be disposed of in the designated trash area(s) in the Condominium for collection.

Owners are not permitted to use or install any loudspeaker, solar collector, floodlight, clothesline, window air conditioner, fan, heat pump or other similar cooling, heating or ventilating device in any window, door or other exterior opening of a Unit or Common Element without the prior written approval of the Board or its designee.

Units must be heated to the extent necessary to prevent damage to the Unit or Common Elements from freezing temperatures from October 1, through April 30 of each year, even if the Unit is not occupied. Unit Owners who fail to heat their Unit are obligated to pay a Remedial Common Assessment and the costs of any damage caused to any part of the Condominium except to the extent covered by the Association's insurance proceeds.

Unit Owners and occupants are not permitted to build, plant or maintain any matter or things on, in, over, or under the Common Elements or Limited Common Element without the prior written consent of the Board unless permitted by the Rules and Regulations.

No immoral, improper, offensive or unlawful use shall be made of any Unit, and all laws, zoning ordinances and regulations of a governmental bodies having jurisdiction thereover shall be observed, although this shall not be construed to require the Association to enforce such laws, zoning ordinances and regulations.

No Unit shall be used for any purpose other than as a private residence. No business, trade or profession shall be conducted in any Unit except home offices that may be permitted under the local municipal zoning ordinance.

The Board, pursuant to the Bylaws, must adopt Rules and Regulations which will be in addition to and supplement to restrictions on use of Units and the Common Elements. As long as the Rules and Regulations are consistent with the intent and purposes set forth herein, they are not deemed to be amendments.

11.02. Occupancy of Units. Units must be occupied in accordance with the restrictions and limitations contained in this Master Deed, the Bylaws and the Rules and Regulations.

The failure of any Unit Owner to comply with these restrictions shall result in the automatic suspension of member privileges, such liens as the Association may levy, or such other action as may be necessary or appropriate to assure compliance with the Master Deed, the Bylaws and the Rules and Regulations.

11.03. Rental Restrictions on Units. Units must not be rented or used by their Owners for transient or hotel purposes, which is defined as (a) rental for any period of less than 180 days, or (b) rental if the Unit's occupants are provided customary hotel services, such as room, food and beverage, maid, laundry, linen, bell hop, etc. Other than the foregoing restriction and the requirement that not less than the entire Unit may be leased during any applicable time period, Unit Owners (including the Developer and its Affiliates) have the absolute right to lease any Unit. All leases must be in writing and state that their terms are subject to the covenants, conditions and restrictions contained in this Master Deed, the Bylaws, the Rules and Regulations and the Condominium Act, and that failure by the lessee to comply with the terms of those documents is a default under the lease. Each lease must contain the assignment of lease, rent and other language required by and set forth in Article 4.05 of the Bylaws. If a Unit lessee fails to comply with the provisions of this Master Deed, the Bylaws or Rules and Regulations or the Condominium Act, then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of

the violation and demand it be remedied through the Unit Owner's efforts within 30 days after the notice. If the violation is not so remedied, then the Unit Owners at their own expense must immediately thereafter institute and diligently prosecute an eviction action against their lessee or other Unit occupant on account of such violation. Such action must not be compromised or settled without the prior written consent of the Board or its designee. If the Unit Owner fails to undertake or complete the foregoing, then the Board has the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner at the Unit Owner's sole cost and expense, including all costs and attorney and paraprofessional fees incurred. Those costs and expenses will constitute a lien on the particular Unit. Collection thereof may be enforced by the Board in the same way as the Board enforces collection of assessments. By accepting a deed to any Unit, each Unit Owners automatically and irrevocably name, constitute, appoint and confirm the Board as their attorney-in-fact for the purposes described in this Article. Failure of the Board to act under its above rights is not a waiver of same.

The Owners do not have the right to use the Common Elements and common facilities during any period that their Unit is occupied by others or leased to third parties.

11.04. Modification of Units. Unit Owners cannot make or allow to be made any structural modifications or alterations in or to their Unit without the prior written consent of the Association or of its duly authorized representative appointed in accordance with its Bylaws. No acts are permitted to be done by a Unit Owner or occupant under any circumstances which impairs or may tend to impair the structural integrity or adversely affect any Building, Unit or Common Elements. Interior partitions or non-bearing walls in each Unit may be removed or replaced by the Unit Owner subject to the prior written approval of the Board. If a Unit Owner removes or replaces any interior partitions or non-bearing walls, no amendment to the Master Deed is necessary or required. No Unit may be partitioned or subdivided without prior written approval of any Eligible Mortgage Holder for that Unit and the Board. None of the foregoing approvals apply or are required to be obtained by the Developer before the initial conveyance of any Units it owns.

Unit Owners and occupants must not: erect or have erected any fence, partition, wall, divider or similar structure interior or exterior to their Unit other than any such structure erected by the Developer; make or allow to be made any alterations or replacements to the exterior of the Unit including, but not limited to doors, windows or any skylights, including painting, decorating or other changing the appearance (despite that such alteration or replacements are to portions of the Unit), or to any Common Elements without the prior written approval of the Board or its representatives.

Nothing shall be done to any Unit or on or in the Commons Elements or Limited Common Elements which will impair the structural integrity of a Building or Unit, or which will structurally change a Building or Unit. No Unit Owner may make any structural additions, alteration or improvement in or to his Unit, the Common Elements or Limited Common Elements without the prior written approval of the Board.

Nothing prohibits the reasonable adaptation of any Unit for handicapped use.

11.05. Penalties. Each Owner, tenant and occupant of a Unit must comply with this Master Deed, the Bylaws and the Rules and Regulations. Failure to comply is grounds for an action to recover sums due, or damages, or for injunctive relief. To the extent permitted by law, the Board has the power to implement a system for imposing fines and penalties and assessing interest on any Unit Owner who violates or whose tenants or occupants violate this Master Deed, the Bylaws or Rules and Regulations.

11.06. Provisions Applicable to the Affordable Units. The Condominium may ultimately contain up to ten (10) Affordable Units that are subject to the Affordable Housing Plan (see Exhibit H hereto) and all applicable laws and regulations. The Association does not monitor, oversee or enforce the terms of the Affordable Housing Plan. Beginning on the date when the Affordable Housing Plan ceases to be applicable to a specific Affordable Unit, that Affordable Unit is no longer considered to be an Affordable Unit and becomes a Market Unit.

11.07. Grant of Conservation Restriction/Easement (Drainage Structures). This document

contains restrictions as set forth in the Grant of Conservation Restriction/Easement (Drainage Structures) to be recorded in the Office of the Somerset County Clerk, which is also attached as Exhibit J to this Master Deed.

Article 12

REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS

12.01. Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence. If fire or other casualty or disaster results in damage to a Building or the Common Elements, the provisions of Article 6.01 and 6.02 of the Bylaws govern the decision as to restoration, replacement or any election not to do so.

All decisions concerning the obsolescence of Buildings in the Condominium or the Common Elements, the sale of Condominium property and their demolition or replacement is determined in accordance with Article 6.03 of the Bylaws.

The Association, acting by and on behalf of Unit Owners, insures the Buildings and other insurable property against risk of loss by fire and other casualties covered by a broad form fire and extended coverage policy, including vandalism and malicious mischief and such other risks as the Board from time to time determines, all in accordance with the Bylaws. Nothing contained herein or in the Bylaws prohibits any Unit Owners from obtaining insurance for their own benefit. However, Unit Owners cannot insure any part of the Common Elements whereby, in the event of loss, the Association's right to recover in full under its own insurance policies for such loss, is diminished or impaired in any way.

Article 13

PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

13.01. General. "Notice Mortgagee" means any Mortgage Holder holding a First Mortgage who

has given the Association written notice in the manner hereafter set forth of its desire to receive notice of those matters that are the subject of Article 13.02 through 13.06 and 13.09 of this Master Deed. Any such notice to the Association must state the name of the Mortgage Holder, the address to which notices are to be sent, to whom it should be directed, and must sufficiently identify the Unit for which the Notice Mortgagee is the Mortgage Holder of a First Mortgage. It is the Notice Mortgagee's obligation to keep the Association informed of any change of address to which required notices are to be sent. The Association is deemed to have fulfilled its obligation and a Notice Mortgagee is deemed to have been given any required notice hereunder if the Association mails the required notice to the Notice Mortgagee at the address given by it to the Association in the manner provided herein.

The way the Notice Mortgagee and the Association gives the notices required to each other pursuant to this Article 13 is by United States Postal Service, certified mail, with return receipt requested with sufficient prepaid postage affixed thereto, addressed to the last known address of the intended recipient.

13.02. Prior Written Approval of 51% of Notice Mortgagees. The prior written approval of at least 51 percent of Notice Mortgagees is required for any material amendment to this Master Deed, the Bylaws or the Association's Certificate of Incorporation, including, but not limited to, any amendment that would change any provision relating to the:

- A. voting rights;
- B. reserves for maintenance, repair and replacement of Common Elements;
- C. responsibility for maintenance and repairs;
- D. reallocation of interests in the General or Limited Common Elements, (except as permitted by Articles 14 and 15 of this Master Deed);

- E. boundaries of any Unit (except as contemplated by Article 4.02 of this Master Deed);
- F. convertibility of Units into Common Elements or vice versa (except as expressly contemplated by this Master Deed);
- G. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium (except as expressly contemplated by Articles 14 and 15 of this Master Deed);
- H. insurance or fidelity bonds;
- I. leasing of Units;
- J. imposition of any restrictions upon Unit Owners' right to sell or transfer their Unit;
- K. decision by the Condominium Association to establish self-management rather than professional management;
- L. restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than this Master Deed specifies;
- M. action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs;
- N. any provisions that expressly benefit Notice Mortgagees; or
- O. assessment allocations, assessment liens or subordination of assessment liens

The notice given to Notice Mortgagees pursuant to Article 13.01 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

13.03. Prior Written Approval of 67% of Notice Mortgagees. The prior written approval of at least 67 percent of the Notice Mortgagees is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a condominium for reasons other than substantial destruction or condemnation.

13.04. Implied Approval of Notice Mortgagees Assumed. In spite of the requirements of prior written approval of Notice Mortgagees required in Articles 13.02 and 13.03 of this Master Deed, provided that the Association serves proper notice on Notice Mortgagees as required by Articles 13.02 and 13.03 and in the manner provided in Article 13.01 of this Master Deed; the Association may assume implied approval of a Notice Mortgagee by its failure to submit a written response to any notice given within 60 days after it receives such notice as provided herein and so long as delivery of the notice is confirmed by a signed certified mail return receipt.

13.05. Additional Notices. Notice Mortgagees are also entitled to timely written notice of:

A. any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Notice Mortgagee's loan; and no Unit Owner or other party has priority over such Notice Mortgagee with respect to the distribution to such Units of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to the distribution to such Units of any insurance proceeds in the event of casualty loss;

B. any 60 day delinquency in the payment of annual regular Common Expense assessment installments or other Common Expense assessments or charges owed to the Association by the Owner of any Unit for which the Notice Mortgagee holds a Mortgage;

C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. any proposed action that requires the consent of a specified percentage of Notice Mortgagees.

13.06. No Partition. Units may not be partitioned or subdivided without the prior written approval of a Notice Mortgagee holding a Mortgage on such Unit.

13.07. Common Expense Lien Subordinate. Any lien the Association has on any Condominium Unit for the payment of any assessments, regardless of its nature, is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such assessment became due. If a mortgagee of a First Mortgage or other purchaser or a Unit obtains title to such Unit as a result of foreclosure of a First Mortgage, such acquirer of title and their successors and assigns, except to the extent permitted by New Jersey or federal law, is not liable to the Condominium Association for the share of Common Expense or other assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid shares of Common Expense and other assessments are Common Expenses collectible from all of the remaining Unit Owners including such acquirer and their successors and assigns.

13.08. Maintenance and Inspection of Records. The Association must maintain current copies of this Master Deed, the Certificate of Incorporation, the Bylaws, the Association Rules and Regulations, and any respective amendments or supplements to them; as well as its own books, records and financial statements. They must be reasonably available for inspection by Unit Owners and Permitted Mortgage Holders. Any Permitted Mortgage Holder must, upon prior written request (a) be permitted to inspect the documents, books and records of the Association during normal business hours, and (b) receive an annual audited financial statement of the Association within 90 days following the end of any Association fiscal year.

13.09. Notice of Meetings. Any Notice Mortgagee must receive written notice of all Association meetings and is permitted to have its representative attend all such meetings.

13.10. Liability for Common Expense Assessments. Any Mortgage Holder that obtains title to a Unit as a result of foreclosure of a First Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns; is not liable to the Condominium Association for the share of Common Expense or other assessments pertaining to such Unit or chargeable to the former Unit Owners which became due prior to acquisition of title, except to the extent permitted by New Jersey or federal law. Such unpaid share of Common Expense and other assessments are Common Expenses collectible from all of the remaining Unit Owners including such acquirer and their successors and assigns.

13.11. Management Agreements. Any Condominium management agreement entered into by or on behalf of the Association must be terminable by the Association, with or without cause upon 30 days prior written notice thereof. The term of any such agreement shall not exceed 1 year.

13.12. Common Expense Default. In spite of the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any Common Expense assessment, regular or otherwise, for a Unit, any Mortgage Holder holding a Permitted Mortgage which encumbers such Unit is entitled to declare such Mortgage in default in the same way that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

Article 14

DEVELOPER'S RIGHTS AND OBLIGATIONS

14.00. Developer's Reservation of Amendment Rights/Power of Attorney. The Developer reserves for itself and its Affiliates, for a period of 10 years from the date of the recording of this Master Deed or until the last Unit is sold and conveyed to an individual purchaser, whichever event occurs first; the right to execute on behalf of all contract purchasers, Unit Owners, Institutional Lenders, Permitted Mortgagees, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium or Units, any such agreements, documents, amendments or supplements to the Master Deed and Bylaws which may be required to effectuate

the changes enumerated below. However no agreement, document, amendment or supplement can effect a material physical modification to or adversely affect the value of a Unit or the priority or validity of any Mortgage on any Unit without the prior written consent of its mortgagees and Unit Owners.

As a requirement to being the transferee or recipient of any interest in the Condominium or a Unit, every transferee must execute the deed by which title or interest is conveyed to such transferee. Each deed must explicitly set forth and provide (and if it does not do so such deed is deemed to have implicitly provided) that the transferee does irrevocably name, constitute, appoint and confirm Developer as Attorney-in-Fact for such transferee for the purposes set forth in this Article of the Master Deed. Furthermore, by acceptance of any Unit deed or by the acceptance of any other legal or equitable interest in the Condominium or any Unit, each and every contract purchaser, Unit Owner or occupant, and the holder of any mortgage or other lien does automatically and irrevocably name, constitute, appoint and confirm Developer as Attorney-in-Fact for the purpose of executing such amended Master Deed and other instruments necessary to effect the foregoing.

This Power-of-Attorney is declared and acknowledged to be coupled with an interest in the subject matter hereof that runs with the title to any Unit and is binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said Power-of-Attorney is not affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

Developer may use the rights set forth and granted in this Article 14 to effectuate the following changes, enumerated by way of description and not limitation:

14.01. Increases. Adding Units, Property and lands to the Condominium and thereby proportionately adjusting the Units' respective undivided share of and interest in the Common Elements, their share of Association Common Expenses and voting rights. However, the voting right and proportionate share of Common Elements for each Unit always equals a fraction which is expressed as a percentage of the whole, as set forth in the Master Deed or its Amendments and

Supplements. Before the closing of title on any Unit in any Building affected, the Developer may amend and supplement the Master Deed to alter or fix the location, configuration, shape and size of any Building, and the size, shape, number and configuration of any Unit in any Building, in Exhibit "F" to the Master Deed.

14.02. Easements. To grant, add to or alter the location, size or purpose of easements and lands for utilities, roads, access, ingress or egress, drainage or financing purposes; or to convey or assign such easements to the appropriate governmental authority, utility agency or company, title insurance company or as otherwise set forth in this Master Deed.

14.03. Use of Easements. To permit the Developer, its agents, Affiliates, employees or subcontractors to utilize easements, roads, drainage facilities, utility lines and the like within or servicing the Condominium.

14.04. Surrender of Developer's Rights. To surrender or modify the Developer's rights in favor of the Unit Owners or Association, or their respective mortgagees.

14.05. Technical Changes. To correct, supplement or provide technical changes to the Master Deed, Bylaws or other documents that create or implement the creation of the Condominium or Association.

14.06. Miscellaneous Changes. To amend the Master Deed, Bylaws or other documents that create or implement the creation of the Condominium or the Association to qualify the Property for programs and requirements of the secondary mortgage market and lenders in same, such as the Federal National Mortgage Association, Federal Unit Loan Mortgage Corporation or any other similar secondary mortgage lender; or as required by governmental or quasi-governmental agencies with regulatory jurisdiction over the Condominium; by any title insurance company insuring title to a Unit; or to comply with a court order or decree.

14.07. Changes Prohibited. The Developer is not permitted to cast votes held by it for unsold lots,

parcels, Units (finished and unfinished) or interests for the purpose of amending the Master Deed, Bylaws or any other document to change the permitted use of a lot, parcel, Unit or interest, or for the purpose of reducing the Common Elements or facilities dedicated to the Condominium. However, Developer is permitted to cast its votes on all other matters as permitted by law.

14.08. Effective Date of Amendment. Any Amendment or Supplement to the Master Deed is effective on its being recorded in the office of the Recording Officer. The party recording same (the Developer or the Association) will thereafter provide copies to the Association, each Owner and Eligible Mortgage Holders, as applicable.

Article 15

SPECIAL DEVELOPER RIGHTS AND OBLIGATIONS

15.01. Ratification, Confirmation and Approval of Agreements. While Developer designated Trustees serve on the Board, all contracts the Association enters into must be in compliance with the New Jersey Condominium Act (NJSA 46:8B-1 et. seq.). The fact that some or all of the Association and the Developer's officers, Trustees, Members or employees may be identical and the fact that the Developer or its Board designees or Affiliates have entered or may hereafter enter into contracts with the Association or with third parties, does not invalidate those contracts. The Association and Members must abide by, honor and comply with the terms and conditions thereof. The purchase of a Unit and the acceptance of the deed therefore by any person constitutes ratification, confirmation and approval by such purchaser, its heirs, legal representatives, successors and assigns of the propriety and legality of said contracts or other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the Bylaws.

15.02. Rights Reserved to Developer. Despite anything to the contrary herein or in the Certificate of Incorporation or Bylaws, the Developer hereby reserves the following rights for itself, its successors and assigns:

A. the right, for so long as it owns one or more Units in the Condominium, to sell, lease, mortgage or sublease any unsold Units;

B. The right but not the obligation to dedicate as part of the Condominium, on a phased basis, any additional lands, Buildings, Units and any other improvements, other than those described and depicted in Exhibits A through C hereto and dedicated to the Condominium by the recording of this Master Deed. Said dedications and development is limited to improvements that are consistent with the residential character of the Condominium. The Developer reserves the right to seek amendment to or modification of present and future development approvals and permits from applicable governmental authorities. The construction of the Property, including the type, character, design, quantity, etc. of site improvements, Units, Buildings and other improvements is in the sole and absolute discretion of the Developer subject only to the approval of and regulation by all governmental authorities with jurisdiction over such improvements.

The Developer's rights of development hereby reserved are to be exercised and discharged by the Developer by the recording in the office of the Recording Officer of appropriate Amendments and Supplements to this Master Deed and its Exhibits which will incorporate the additional lands, Units and other improvements into the Condominium as Units and Common Elements. Such Amendments and Supplements will include such amendatory, supplemental or replacement Exhibits as are necessary, if any, to graphically identify the additional Phases and the additional Units and Common Elements. Any such Amendments and Supplements is not operative until duly recorded in the office of the Recording Officer. Any changes effected thereby will be fully binding upon all contract purchasers, Unit Owners and all holders of mortgages encumbering Units in the Condominium. Nothing herein is to be construed to authorize or permit annexation or incorporation of any lands to the Condominium except by an Amendment and Supplement duly adopted pursuant to this Master Deed.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each contract purchaser, Unit Owner, mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name,

constitute, appoint and confirm the Developer, its successors and assigns, as Attorney-In-Fact for the purpose of executing Amendments and Supplements to this Master Deed and any other instruments necessary to effect the rights reserved to the Developer. This Power-of-Attorney is declared and acknowledged to be coupled with an interest in the subject matter hereof and runs with title to any and all Units and is binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. The Power-of-Attorney is not affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

15.03. Transfer of Special Developer Rights. Special rights created or reserved to the Developer under this Master Deed ("Special Developer Rights") may only be transferred by an instrument evidencing the transfer recorded in the office of the Recording Officer. The instrument is not effective unless executed by the transferee.

15.04. Liability of Transferor. Upon transfer of any such Special Developer Right, the liability of the transferor is as follows:

(A) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon it. Lack of privity does not deprive any Unit Owner or the Association of standing to bring an action to enforce any obligation of the transferor.

(B) If a transferor retains any Special Developer Right, or if a successor to any Special Developer Right is an Affiliate of the Developer, the transferor is liable for all obligations and liabilities imposed on the Developer or by the Master Deed arising after the transfer and is jointly and severally liable with the Developer's successor for the liabilities and obligations of the successor which relate to the Condominium.

(C) A transferor who does not retain any Special Developer Rights has no liability for any act or omission or any breach of a contract, warranty or other obligation arising

from the exercise of any Special Developer Right by a successor developer who is not an Affiliate of the transferor.

15.05. Transfer of Rights Requested. Unless otherwise provided in a mortgage release or other mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of any Units owned by Developer; a person or entity acquiring title to all the Units being foreclosed or sold, but only upon its request, succeeds to all Special Developer Rights or only to any such Special Developer Rights to maintain models, sales and other offices and signs. The judgment or instrument conveying title must provide for transfer of only the Special Developer Rights requested by the transferee. If it is silent, all possible Special Developer Rights are so transferred until a subsequent Special Developer Rights document is recorded.

Upon foreclosure, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of all Units in the Condominium owned by the Developer; (1) the Developer ceases to have any such Special Developer Rights, and (2) the period of Developer's control of and the right to designate Board members terminates unless the judgment or instrument conveying title provides for transfer of all such Special Developer Rights to the successor developer.

15.06. Liability of Successors. The liabilities and obligations of persons or entities who succeed to all Special Developer Rights is as follows:

(A) A successor to all such Special Developer Rights who is an Affiliate of the Developer is subject to all obligations and liabilities imposed on the Developer by law or by this Master Deed.

(B) A successor to all such Special Developer Rights, other than a successor described in Article 15.06 (C) or (D) who is not an Affiliate of the Developer is subject to all obligations and liabilities imposed on the Developer by law or this Master Deed, but is not subject to liability for misrepresentations or warranty obligations on improvements installed or for a breach of fiduciary obligation by any previous Developer or made before the Condominium was created.

(C) A successor who is not an Affiliate of the Developer who succeeds to only a Special Developer Right to maintain models, sales and other offices and signs may not exercise any other Special Developer Rights. Such a successor is not subject to any liability or obligation as a developer, in general; nor is it subject to any liability or obligation, if any, as a successor to the Developer.

(D) A successor to all Special Developer Rights who is not an Affiliate of the Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Article 15.05 hereof, may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to any Unit owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any rights other than the right to control the Board for the duration of any period of time a Developer may control the Board as permitted by law, the Master Deed and the Bylaws. Any attempt to exercise any other Special Developer Rights by the successor is void. So long as a successor Developer does not exercise Special Developer Rights under this Article, it is not subject to any liability or obligation as a developer other than liability for that successor's acts and omissions under this Master Deed.

Article 16

GENERAL PROVISIONS

16.01. Severability of Provisions Hereof. It is the Developer's intent that this Master Deed's provisions are severable so that if any of its provisions, conditions, covenants or restrictions are invalid or void under any applicable law, the remainder is unaffected thereby. If any provision, condition, covenant or restriction, is at the time of recording of this Master Deed, void, voidable or unenforceable as being contrary to any applicable law, the Developer and Unit Owners covenant that any future amendments or repeals to those laws having the effect of removing said invalidity, voidability or unenforceability; are deemed to apply retroactively to this Master Deed thereby operating to validate those provisions that otherwise are or might be invalid. Any such amendments

or repeals to the said laws have the effect described above as fully as if they had been in effect at the time of the execution of this instrument.

16.02. Amendment of Master Deed - Termination. This Master Deed may be amended at any time by a vote of at least 67 percent of all Members, at any Association meeting duly held in accordance with the Bylaws; provided, however, that such amendments are subject to Article 13.00 hereof and its SubParagraphs; and that any amendment, deed of revocation or other document regarding termination of the condominium form of ownership are governed as set forth below. No amendment is effective until recorded in the office of the Recording Officer. This Article is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to Article 14 hereof. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment is effective when recorded as set forth above.

No Amendment and Supplements are to impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the marketing and sale of Units, or the imposing of any capital improvements assessment on the Developer.

Despite the foregoing, the Developer is not permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the Bylaws or any other document for the purpose of changing the permitted use of a Unit or to reduce the Common Elements or facilities.

Despite anything to the contrary herein, an Amendment and Supplement, deed of revocation, or other document is effective to terminate the Condominium form of ownership upon the written approval of 80 percent in interest of all non-Developer Unit Owners, and the written approval of the Developer for so long as it holds 1 Unit for sale or lease in the ordinary course of business.

16.03. Provisions of this Master Deed and Exhibits to be a Covenant Running with the Land.

The present title to the Property herein described and the title to each Unit hereafter to be conveyed

and the acquisition of title by any person to a Unit means that the acquirer adopts and ratifies and will comply with the provisions of this Master Deed, the Bylaws and Rules and Regulations as well as any lawfully adopted amendments and supplements to them. The covenants, agreements and restrictions set forth herein run with the land and are binding on the Developer (except as conditioned herein), all Unit Owners and the successors and assigns of each, as their interest appear.

16.04. Conflicts. In the event of a conflict between the provisions of this Master Deed and the Bylaws, the provisions of the Master Deed control.

Article 17

CONDOMINIUM RULES AND REGULATIONS

17.01. Authority. The Board is empowered to promulgate, adopt, amend and enforce such Association Rules and Regulations as it, in its sole and absolute discretion, deems necessary and proper to effectuate the provisions of this Master Deed, including, by way of description but not by way of limitation, those deemed necessary and proper to ensure that Unit Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.

17.02. Publication. Association Rules and Regulations adopted by the Board subsequent to a Unit Owner's acquisition of title to a Unit are not effective until either: a) they are posted in the office of the Association or on the Property in a bulletin or other type of a board or at another location used for notices to Members, or b) until written notice of the Rules and Regulations is given to the Unit Owner pursuant to Article 13.08 of the Bylaws. Once such notice is given, the Association has no further obligation to publish adopted Rules and Regulations other than to maintain a current compilation of same available for inspection during regular business hours at the Association's principal office. There is a rebuttable presumption that Unit Owners have actual notice of all Association Rules and Regulations adopted as of the date they take title to their Unit. To rebut this presumption, a Unit Owner must establish by clear and convincing, legally competent evidence in any enforcement proceeding that a copy of the Rule or Regulation that the Association is seeking to enforce was not being maintained and available for inspection as aforesaid by not later than the date on which the Unit Owner acquired title to the Unit.

Unofficial Document

EXHIBIT A



**De Muro Associates
Consulting Engineers & Surveyors**

TAD ASSOCIATES, L.L.C.

Home Office-
24 West Cliff Street
P.O. Box 150
Somerville, New Jersey 08876
FAX 908-725-6150
908-725-1990

Brookside Professional Park
1011 Brookside Road
P.O. Box 3149
Allentown, PA 18106-0149
FAX 610-481-9634
610-481-9433

James V. De Muro, P.E., L.S., P.P.
Licensed in NJ, PA, NY
201-381

Reply to ☐ NJ
☐ PA

July 13, 2006

LEGAL DESCRIPTION of Lots 9 and 10 in Block 55, situated in the Township of Branchburg, Somerset County, State of New Jersey.

BEGINNING at an iron pin found on the southeasterly sideline of North Branch River Road (as widened for the Route 202 intersection) said iron pin is the southwest corner of Lot 7, said iron pin distant 71.31 feet as measured southwesterly along North Branch River Road from its intersection with the southeasterly sideline of US Route 202 (120' R.O.W.) and from the **BEGINNING** point running:

1. Leaving North Branch River Road, South 63°-17'-00" East, 647.82 feet, along Lots 7 and 8 to an iron pipe found at the corner (passing over a concrete monument at 387.78 feet); thence
2. South 55°-05'-10" West, 396.79 feet, along Lot 9.01 to a corner; thence
3. North 62°-42'-00" West, 459.96 feet, along Lot 13 and Lot 12 to a corner on the southeasterly sideline of North Branch River Road (40' R.O.W.); thence
4. Along North Branch River Road, North 34°-49'-00" East, 19.03 feet to a point of curvature; thence
5. Northeasterly along North Branch River Road, upon a curve to the right, having a radius of 1752.27 feet, an arc distance of 156.99 feet (D-05°-08'-00", CB- N 37°-23'-00" E, C- 156.94') to a point (non-tangent); thence
6. South 62°-33'-00" East, 14.05 feet, along a short chord connecting existing North Branch River Road right-of-way with the widened North Branch River Road right-of-way near US Route 202; thence
7. Along the widened North Branch River Road, North 41°-13'-07" East, 177.21 feet to an iron pin found at the southwest corner of Lot 7, the point and place of **BEGINNING**.

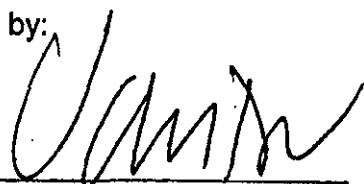
**De Muro Associates
Consulting Engineers & Surveyors**

Legal Description - Lots 9 and 10
July 13, 2006
Page 2

Containing 209,515 s.f. (4.810 Ac.).

Subject to a cemetery on the tract, easements and restrictions a title search may discover.

Prepared by:



James V. DeMuro, PE, LS, #21866

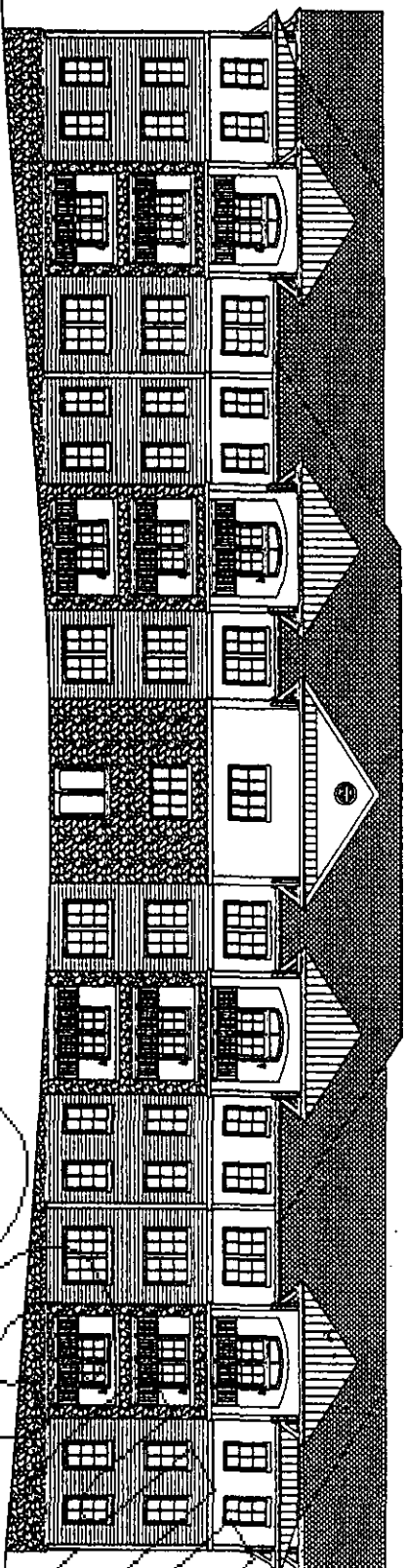
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Unofficial Document

EXHIBIT B

Unofficial Document

EXHIBIT C



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

**Frank's
Design**

Frank
Greggan

ARCHITECT

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07855

908 879 4149

fax 908 879 8277

and FRANKSGRAN @ AOL.com

REVISIONS

RIVER TRACE
AT
BRANCHBURG
SOUTH BUILDING

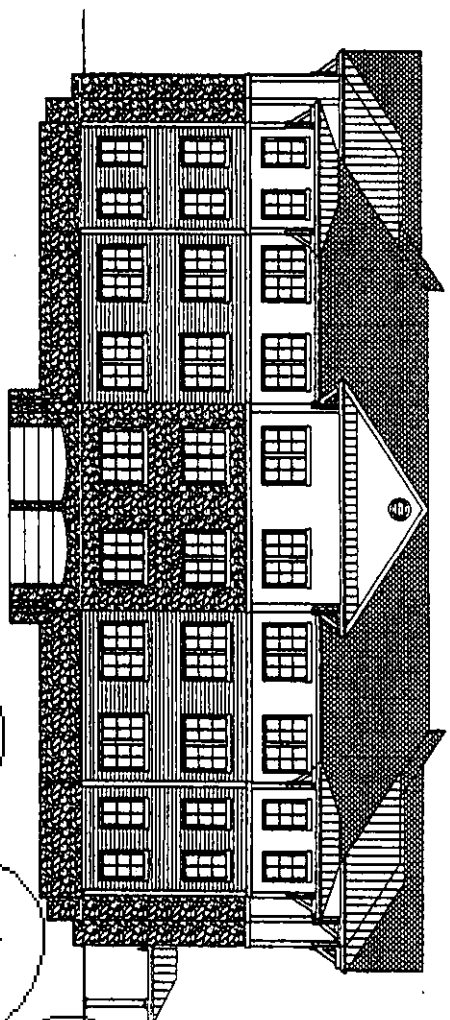
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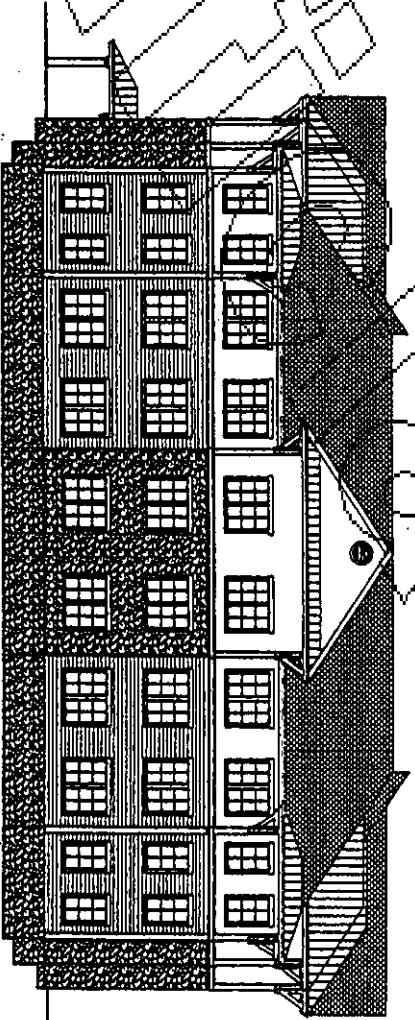
ELEVATIONS

Job no. 041021	Dwg no. 5 of 6
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WEST ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"

**Frank's
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Member of
AIA/CAAT

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REVISIONS

RIVER TRACE
AT
BRANCHBURG
SOUTH BUILDING

Date: 9-14-06

Scale: 1/8" = 1'-0"

Drawing Title

ELEVATIONS

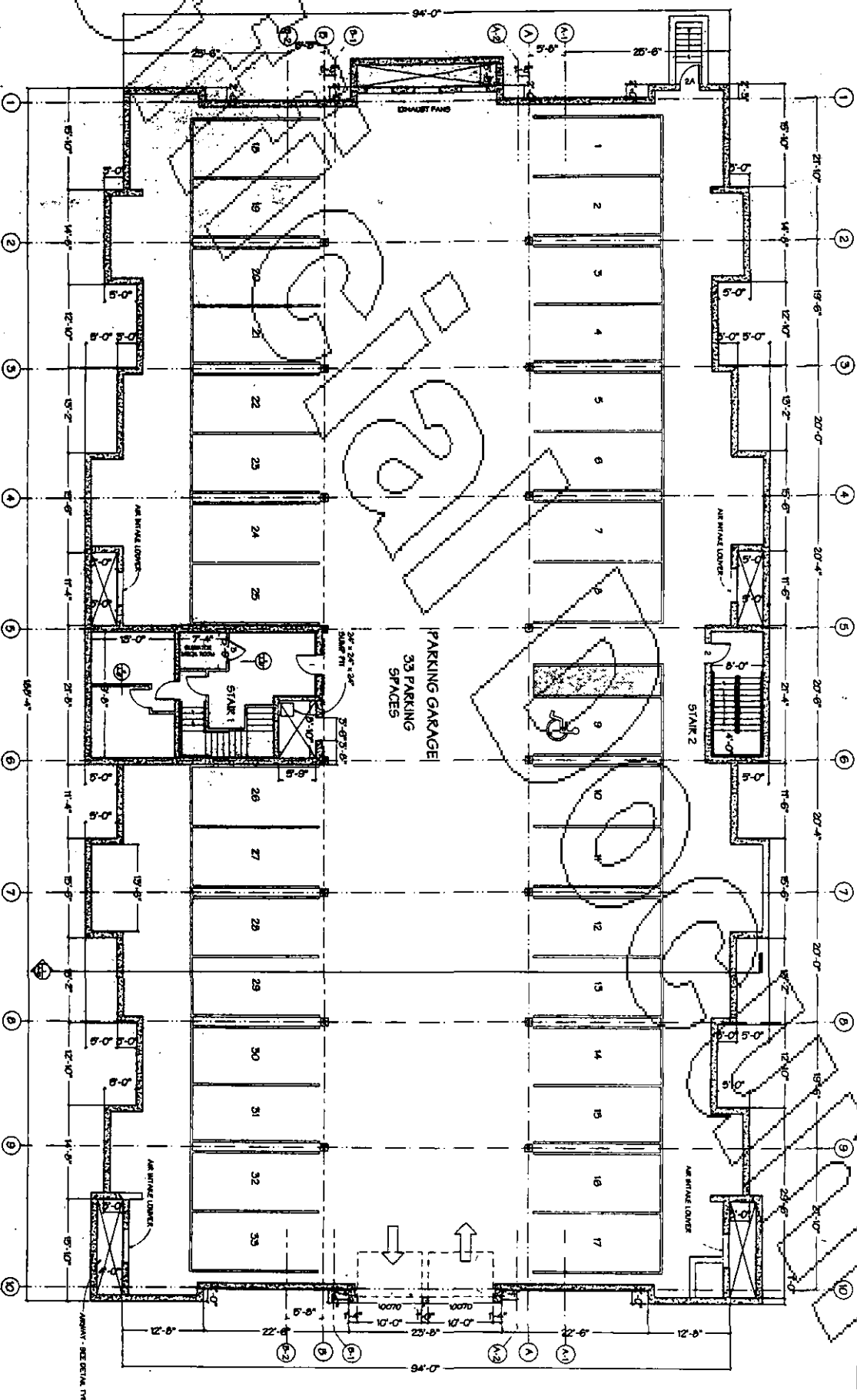
Job no. 041021
Dwg no. 6 of 6

DOOR SCHEDULE

NO.	MARK	QUANTITY	UNIT	MARK	QUANTITY	UNIT	MARK	QUANTITY	UNIT
1	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
2	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
3	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
4	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
5	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
6	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
7	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
8	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
9	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
10	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
11	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
12	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
13	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
14	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
15	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
16	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
17	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR

FINISH SCHEDULE

NO.	MARK	QUANTITY	UNIT	MARK	QUANTITY	UNIT	MARK	QUANTITY	UNIT
1	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
2	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
3	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
4	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
5	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
6	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
7	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
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9	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
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15	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
16	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR
17	DOOR	1	DOOR	1	DOOR	1	DOOR	1	DOOR



FOUNDATION PLAN

Frank's Design
 Frank Cregau
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REVISIONS

RIVER TRACE
 AT
 BRANCHBURG
 SOUTH BUILDING
 LOT 10 BLOCK 25
 102 NORTH BRANCH RIVER ROAD
 BRANCHBURG, NJ

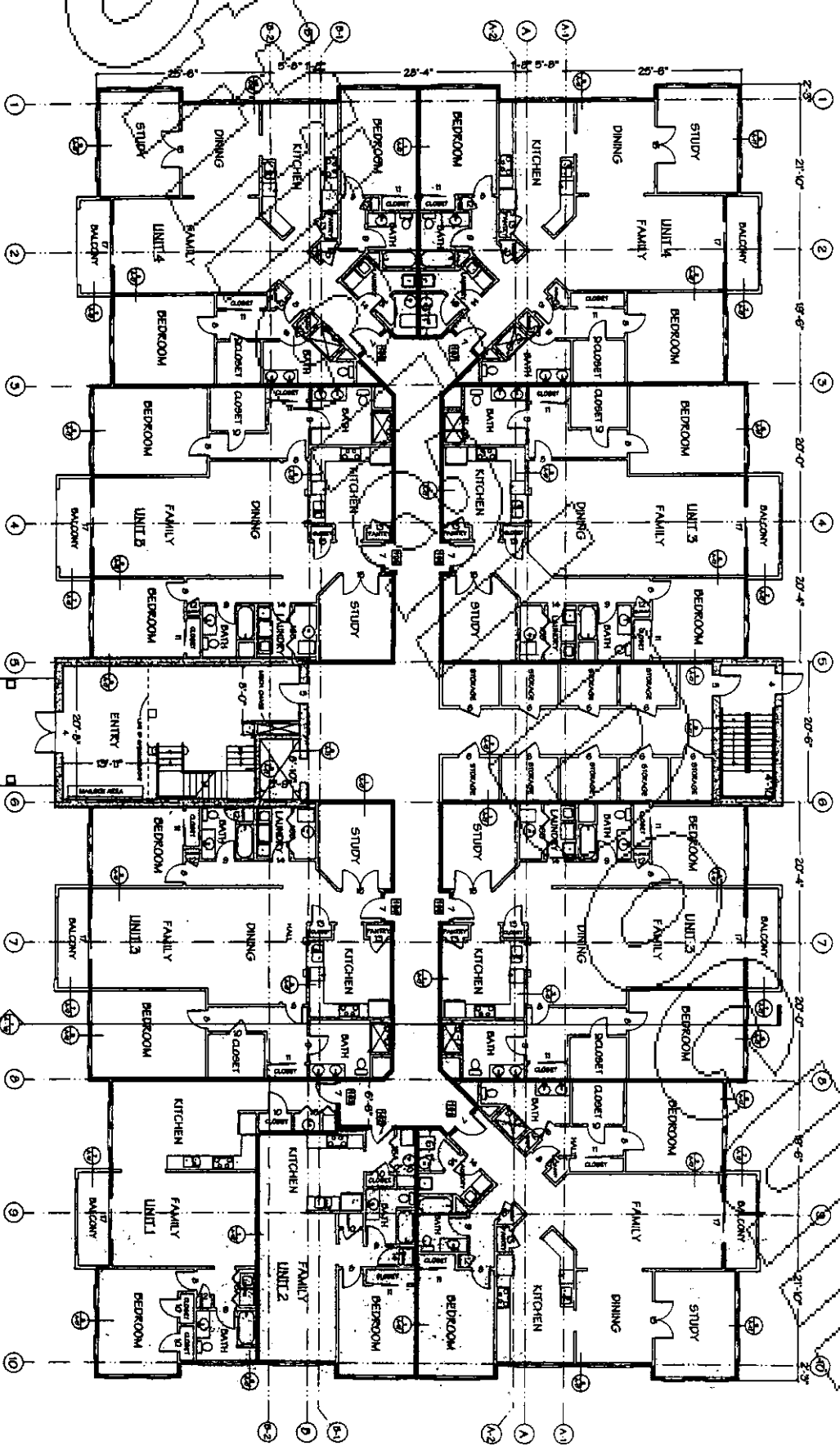
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 PARKING
 GARAGE
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Job No. 040921
 Drawing No. A-2

DOOR SCHEDULE

NO.	NAME	TYPE	SIZE	LOCATION	REMARKS
1	ENTRY	SWING	3'-0" x 7'-0"	UNIT 1	
2	ENTRY	SWING	3'-0" x 7'-0"	UNIT 2	
3	ENTRY	SWING	3'-0" x 7'-0"	UNIT 3	
4	ENTRY	SWING	3'-0" x 7'-0"	UNIT 4	
5	ENTRY	SWING	3'-0" x 7'-0"	UNIT 5	
6	ENTRY	SWING	3'-0" x 7'-0"	UNIT 6	
7	ENTRY	SWING	3'-0" x 7'-0"	UNIT 7	
8	ENTRY	SWING	3'-0" x 7'-0"	UNIT 8	
9	ENTRY	SWING	3'-0" x 7'-0"	UNIT 9	
10	ENTRY	SWING	3'-0" x 7'-0"	UNIT 10	
11	ENTRY	SWING	3'-0" x 7'-0"	UNIT 11	
12	ENTRY	SWING	3'-0" x 7'-0"	UNIT 12	
13	ENTRY	SWING	3'-0" x 7'-0"	UNIT 13	
14	ENTRY	SWING	3'-0" x 7'-0"	UNIT 14	
15	ENTRY	SWING	3'-0" x 7'-0"	UNIT 15	
16	ENTRY	SWING	3'-0" x 7'-0"	UNIT 16	
17	ENTRY	SWING	3'-0" x 7'-0"	UNIT 17	
18	ENTRY	SWING	3'-0" x 7'-0"	UNIT 18	
19	ENTRY	SWING	3'-0" x 7'-0"	UNIT 19	
20	ENTRY	SWING	3'-0" x 7'-0"	UNIT 20	
21	ENTRY	SWING	3'-0" x 7'-0"	UNIT 21	
22	ENTRY	SWING	3'-0" x 7'-0"	UNIT 22	
23	ENTRY	SWING	3'-0" x 7'-0"	UNIT 23	
24	ENTRY	SWING	3'-0" x 7'-0"	UNIT 24	
25	ENTRY	SWING	3'-0" x 7'-0"	UNIT 25	
26	ENTRY	SWING	3'-0" x 7'-0"	UNIT 26	
27	ENTRY	SWING	3'-0" x 7'-0"	UNIT 27	
28	ENTRY	SWING	3'-0" x 7'-0"	UNIT 28	
29	ENTRY	SWING	3'-0" x 7'-0"	UNIT 29	
30	ENTRY	SWING	3'-0" x 7'-0"	UNIT 30	



FIRST FLOOR PLAN

Frank's Design
 Frank
 Creagan
 ARCHITECT

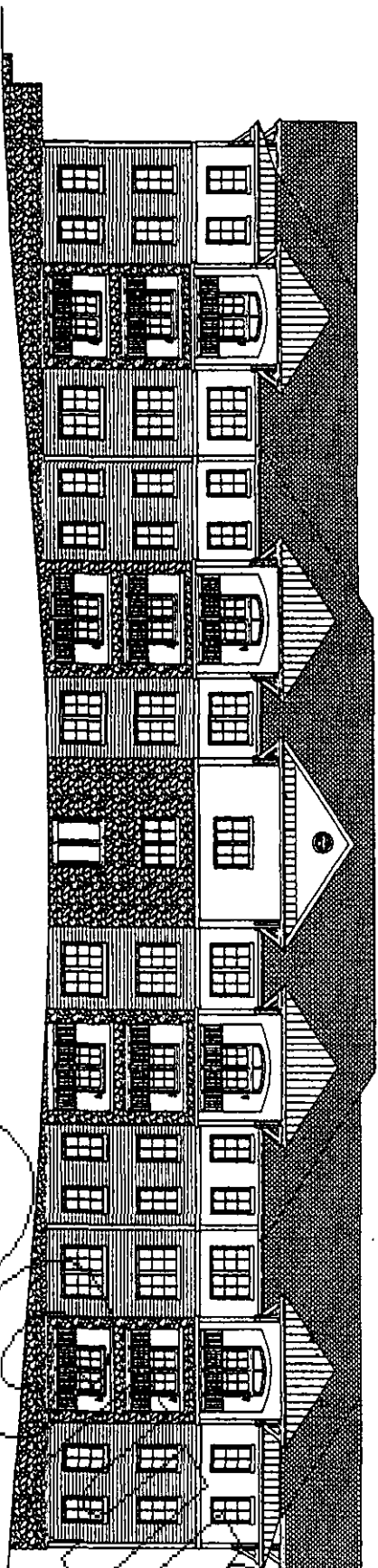
136A Black River Rd.
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 07853

Tel 908 879 4493
 Cell 908 448 7358
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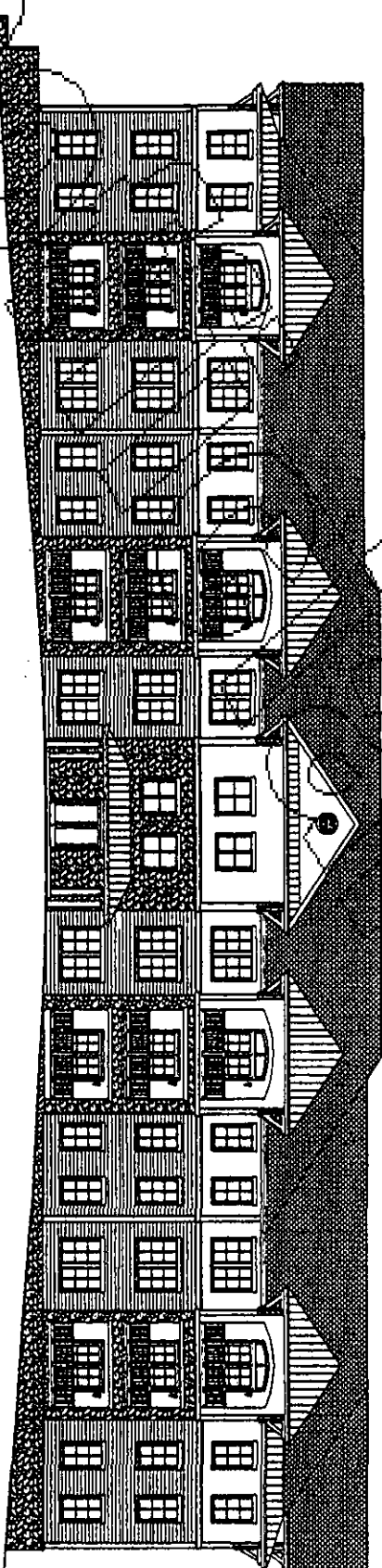
REVISIONS

RIVER TRACE
 AT
 BRANCHBURG
 SOUTH BUILDING
 LOT 10 BLOCK 85
 102 NORTH BRANCH ROAD
 BRANCHBURG, NJ
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 Scale: AS SHOWN
 Drawing Title

FIRST FLOOR PLAN



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

Frank's
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Fax 908 879 8277
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REVISIONS

RIVER TRACE
AT
BRANCHBURG
NORTH BUILDING

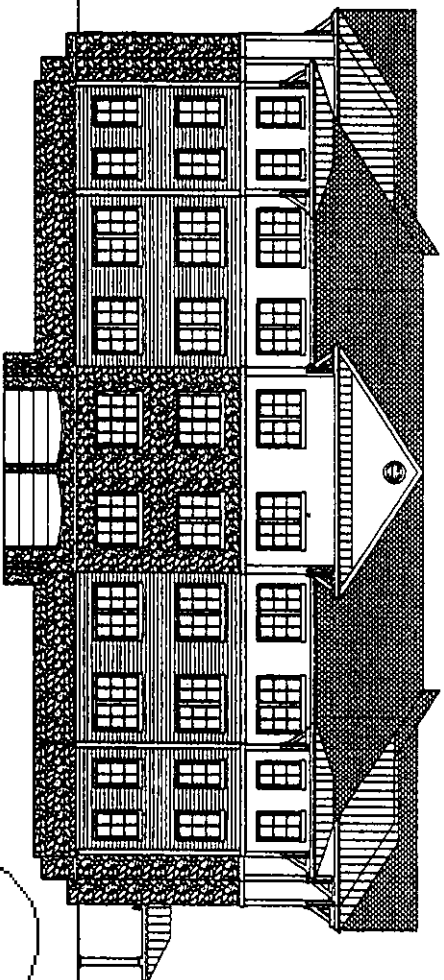
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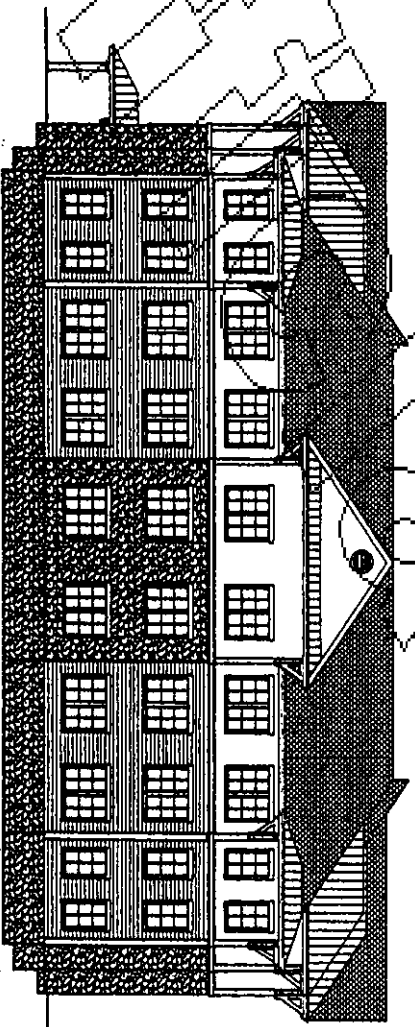
ELEVATIONS

Job no. 04021
Dwg no. 5 of 6



WEST ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"

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Design

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Creggan

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REVISIONS

RIVER TRACE
AT
BRANCHBURG
NORTH BUILDING

Date: 9-14-06

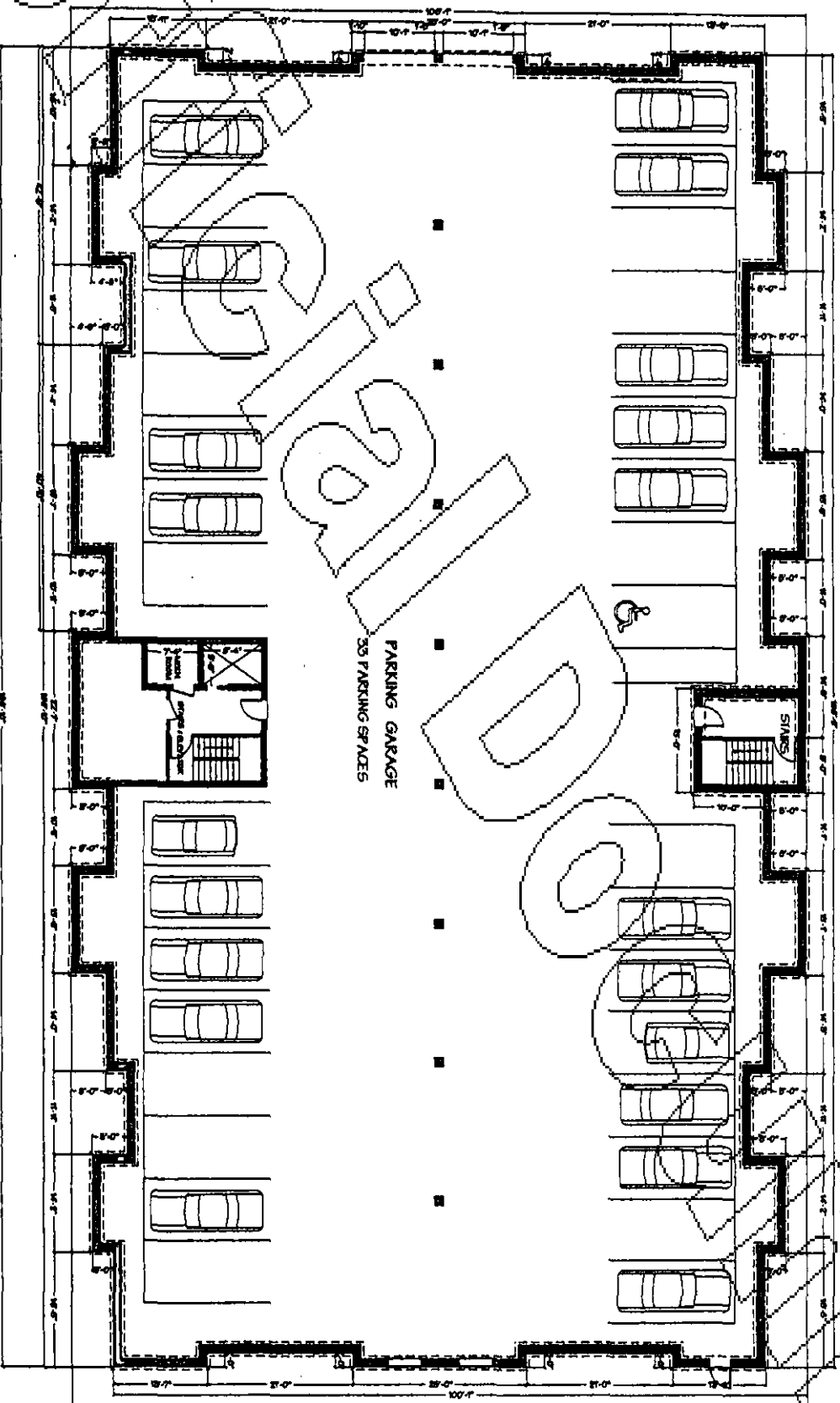
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Drawing Title

ELEVATIONS

Job no.
041021

Dwg no.
6 of 6



FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

Frank's
Design
Frank
Creghan

ARCHITECT

AD6947

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Long Valley
New Jersey
07865
908 879 4149
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email FRANK@FRANKSAD.COM

REVISIONS

RIVER TRACE
AT
BRANCHBURG
NORTH BUILDING

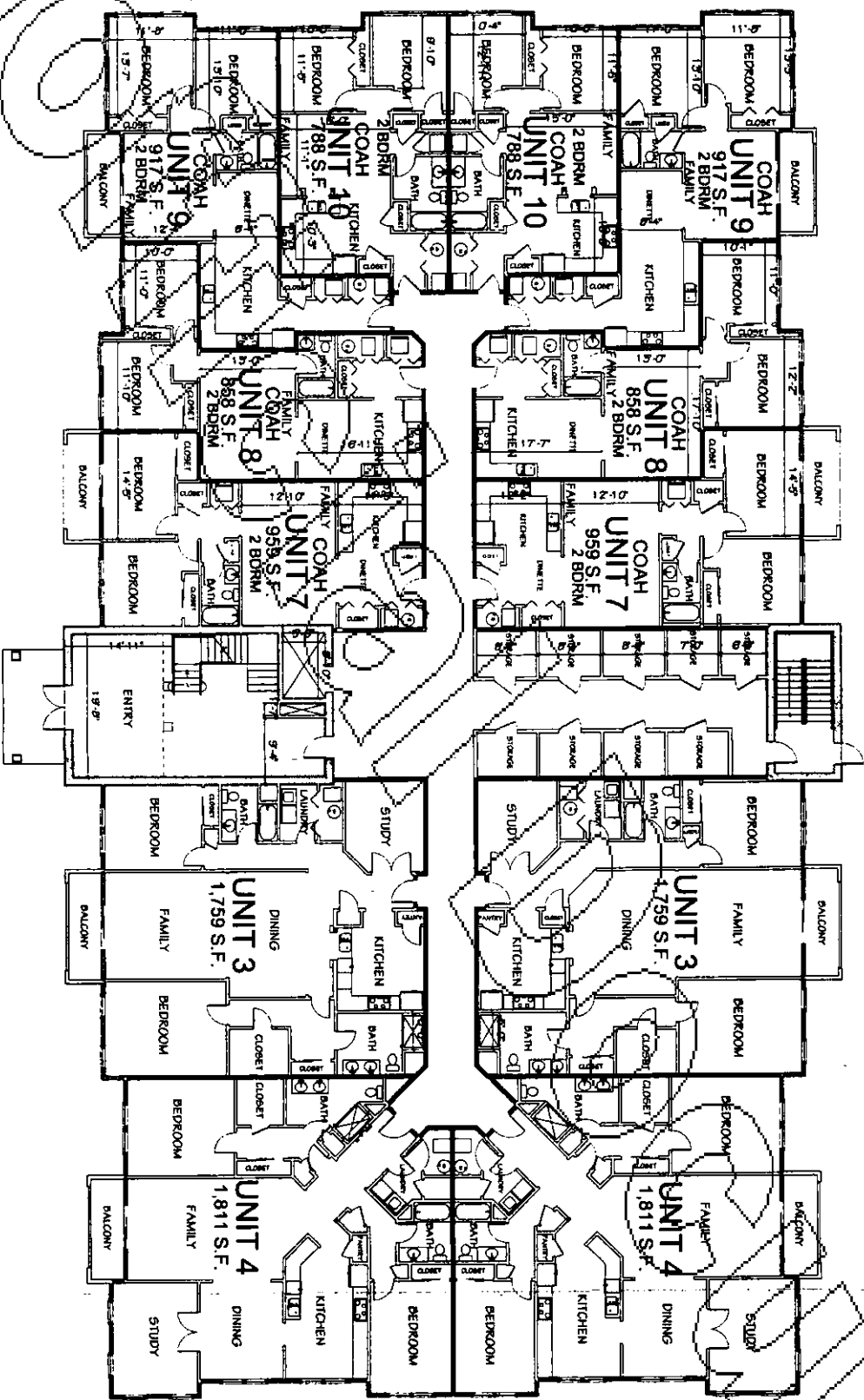
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Drawing Title

FOUNDATION
PLAN

Job no. 041021
Dwg no. 1 of 6



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION
PLANS ARE SUBJECT TO ALL APPLICABLE CODES & REVIEW

Frank's Design

Frank Cragan

ARCHITECT

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Project:

RIVER TRACE
AT
BRANCHBURG
NORTH BUILDING
LOT 10, BLOCK 55
102 NORTH BRANCH
RIVER ROAD
BRANCHBURG, NJ

Date:

2/22/10

Scale:

5/16" = 1'-0"

Drawing Title

FIRST
FLOOR PLAN

Job No.

103297

Draw No.

1

REVISIONS

10/20/07

1

10/20/07

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APR 2002

REVISIONS

REVISIONS

RIVER TRACE

AT
BRANCHBURG
NORTH BUILDING
LOT 10 BLOCK 55
102 NORTH BRANCH
RIVER ROAD
BRANCHBURG, NJ

Date: 2/22/10

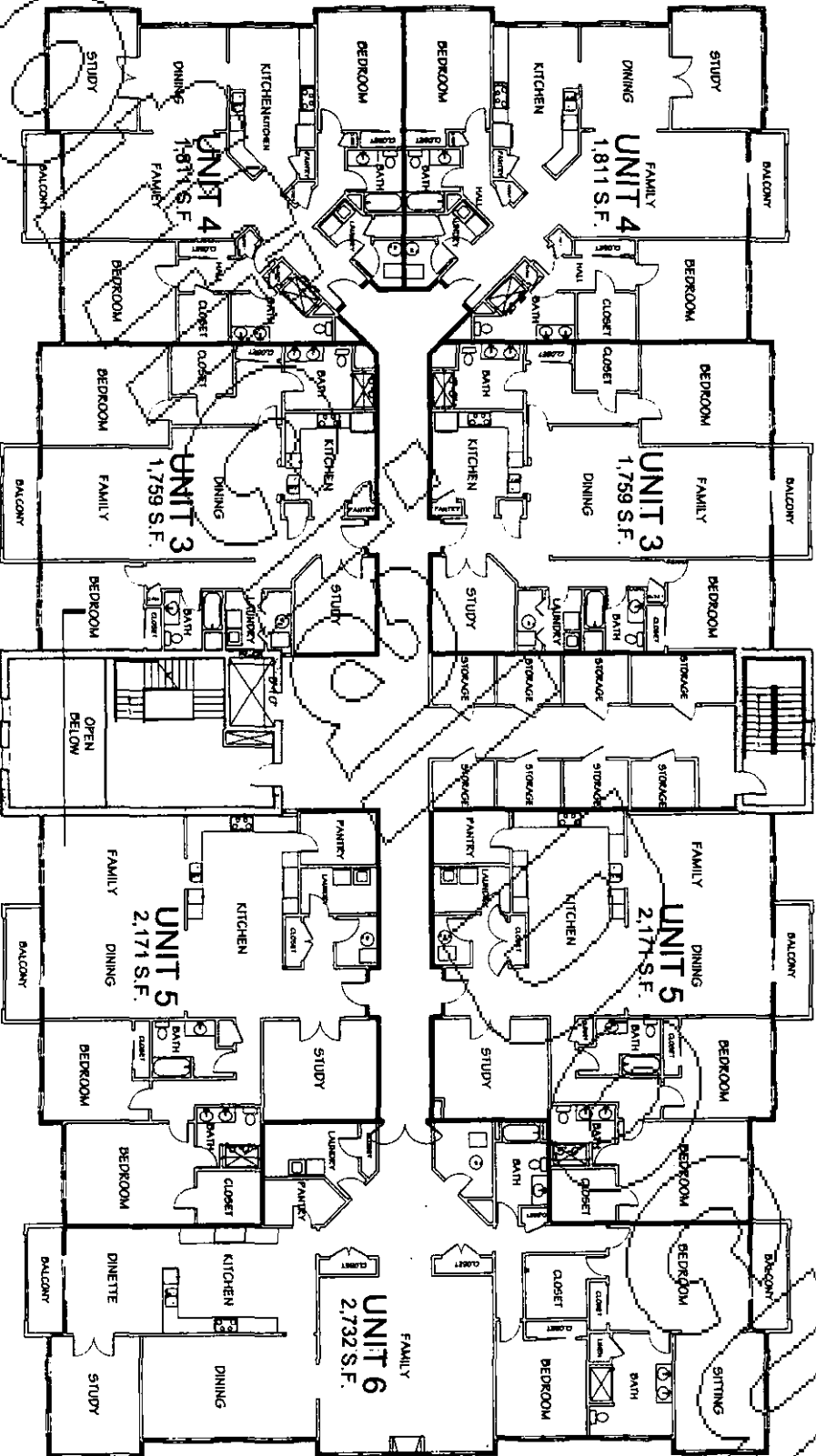
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Drawing Title

SECOND
FLOOR PLAN

OPTION A

Job no. DWG no.
101297 2 OF 3



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION
PLANS ARE SUBJECT TO ALL APPLICABLE CODES & REVIEW

Frank's Design

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REVISIONS	

RIVER TRACE
AT
BRANCHBURG
NORTH BUILDING
LOT 10 BLOCK 55
102 NORTH BRANCH
RIVER ROAD
BRANCHBURG, NJ

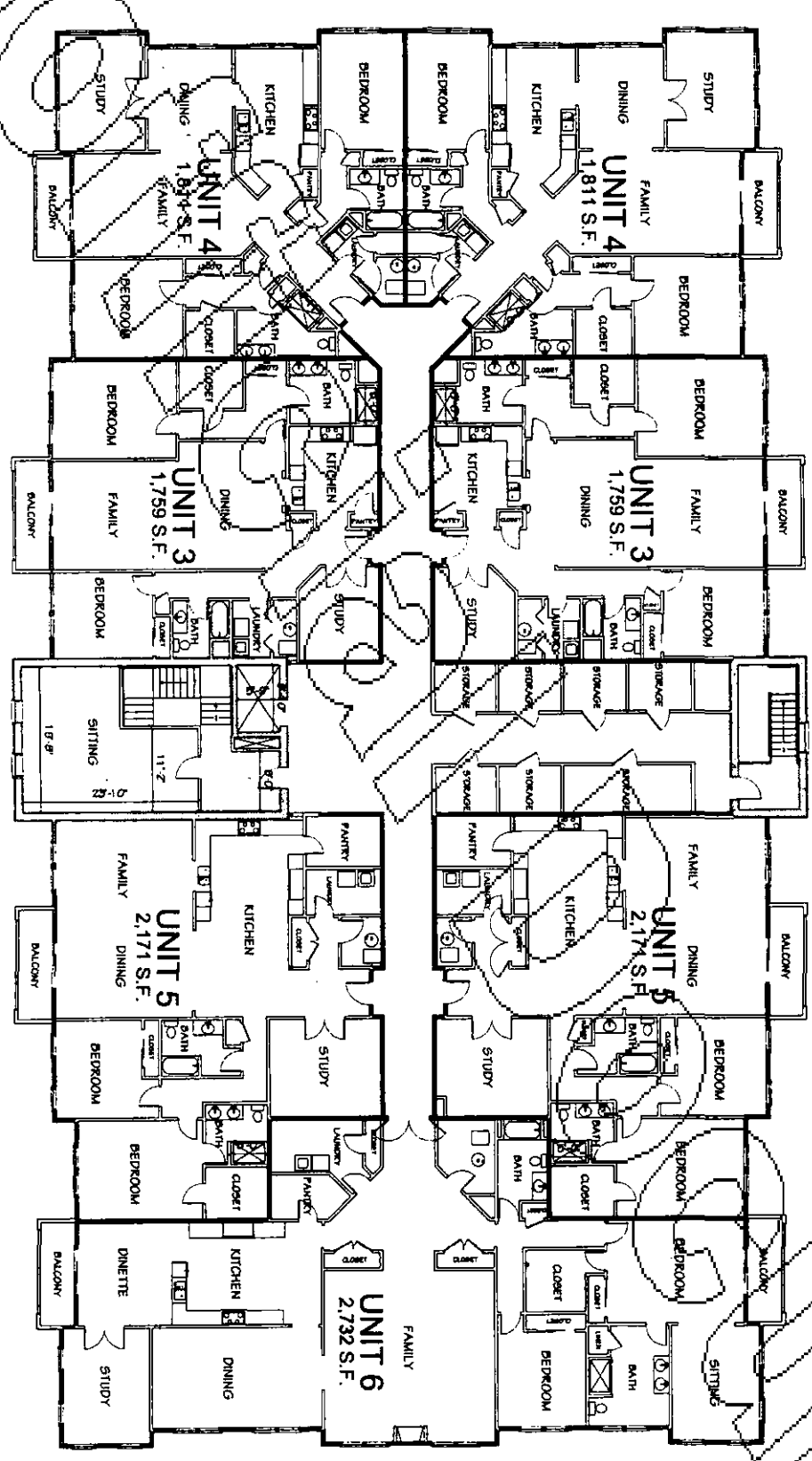
Date: 2/22/10

Scale: 5/64" = 1'-0"

Drawing Title

THIRD
FLOOR PLAN

Job no. 101297
Dwg. no. 3 of 3



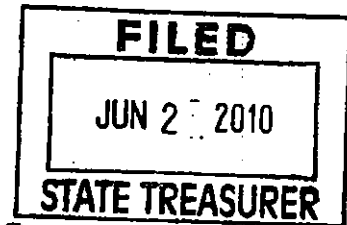
THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

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EXHIBIT D

NP
**CERTIFICATE OF INCORPORATION
OF
RIVER TRACE AT BRANCHBURG
CONDOMINIUM ASSOCIATION, INC.
DATED: June 1, 2010**



In compliance with the requirements of Title 15A, of the New Jersey Statutes Annotated, the undersigned, who is of full age, has this day voluntarily agreed to act as the incorporator for the purpose of forming a corporation not for profit, and does hereby certify:

FIRST: The name of this corporation is RIVER TRACE AT BRANCHBURG CONDOMINIUM ASSOCIATION, INC., a New Jersey nonprofit corporation, herein called the "Corporation".

SECOND: The Corporation's principal office is 73 Grove Street, Somerville, New Jersey. The name of the initial registered agent of this Association is Marcia Polgar Zalewski, Esq., 73 Grove Street, Somerville, New Jersey 08876.

THIRD: The Corporation's initial registered agent is Anthony Monticello, Sr., whose address is 73 Grove Street, Somerville, New Jersey 08876.

FOURTH: This Corporation's purpose is to operate, administer, preserve, maintain and control, in accordance with its Master Deed and Bylaws, and any supplements or amendments thereto, the common elements and facilities of the condominium community known as River Trace at Branchburg, located in the Township of Branchburg, Somerset County, New Jersey, herein called the "Condominium"; and promote the health, safety and welfare of the residents within the above-described property and for these additional purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the By-Laws for said Association, said By-Laws being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

FIFTH: Every person or entity who is a record owner of a fee interest in any Condominium Unit which is subject to the Master Deed aforesaid is subject to assessment by the

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Association, and qualifies in accordance with the By-Laws, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the sole qualification for membership. Upon termination of the interest of the Unit Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

SIXTH: The affairs of this Association shall be managed by a Board of Trustees. The initial Board of Trustees shall be composed of three (3) persons who need not be members of the Association. The number of Trustees may be changed pursuant to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

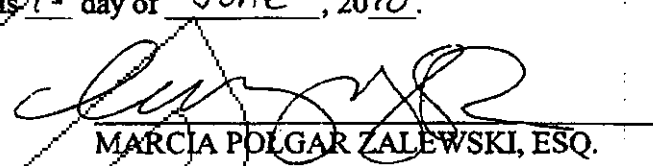
Anthony Monticello, Sr.	73 Grove Street	Somerville, New Jersey
Michael Monticello	73 Grove Street	Somerville, New Jersey
Julie Vaccher Goldstein, Esq.	73 Grove Street	Somerville, New Jersey

SEVENTH: Upon dissolution, the assets of the Association shall be distributed on the same basis as the respective proportionate responsibility for Common Expenses of the members is determined.

EIGHTH: The corporation shall exist perpetually.

NINTH: Amendment of this Certificate shall require the assent of seventy-five (75%) percent of the members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this 1st day of June, 2010.



MARCIA POLGAR ZALEWSKI, ESQ.

STATE OF NEW JERSEY)

);

COUNTY OF SOMERSET)

BE IT REMEMBERED, that on this 1 day of June 2010 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Marcia Polgar Zalewski, Esq., who, I am satisfied is the person named in and who executed the within instrument, and thereupon acknowledges that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed.


Notary Public of New Jersey

DEBORAH LYNN BROOKS
A Notary Public of New Jersey
My Commission Expires 11/16/2011

Unofficial Document

EXHIBIT E

BYLAWS OF

RIVER TRACE AT BRANCBURG CONDOMINIUM ASSOCIATION INC.

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BYLAWS OF

RIVER TRACE AT BRANCHBURG CONDOMINIUM ASSOCIATION, INC.

1.00 Applicability, Member, Membership and Definitions

1.01 Purpose. These Bylaws shall be applicable to River Trace at Branchburg Condominium Association, Inc., a non-profit corporation of the State of New Jersey, (herein the "Association"); to all of the Members thereof; to the community, recreation or other facilities owned or maintained by the Association and to River Trace at Branchburg, a Condominium, which is now, or may hereinafter be created or expanded ("Condominium").

In accordance with N.J.A.C. 5:26-8.2, the Association, (a) subject to its Certificate of Incorporation, the Master Deed, these Bylaws, or other instruments of creation, if any; may do all that it is legally entitled to do under the laws applicable to its form of organization; (b) must discharge its powers in a manner that protects and furthers the health, safety and general welfare of community residents; and (c) must provide a fair and efficient procedure for resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that is to be available as an alternative to litigation.

1.02 Persons Subject to These Bylaws. All present and future Unit Owners and tenants; their guests, licensees, agents, employees and any other person permitted to use the property managed and controlled by the Association or of the Condominium, are subject to these Bylaws and to the Rules and Regulations adopted by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any Condominium Unit means that the Owner, tenant or occupant has accepted and ratified these Bylaws, the Master Deed and the Rules and Regulations and their amendments and supplements and will comply with them.

1.03 Definition of Terms. Unless it is plainly evident from the context that a different meaning is intended, as used throughout these Bylaws, all definitions set forth in the Master Deed for the Condominium or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

(A) "Affordable Unit" as used herein or in the Master Deed means any Condominium Unit the Sponsor designates in any of the Exhibits of the Master Deed or their Amendments and Supplements to be subject to the Affordable Housing Plan, a copy of which is in Master Deed Exhibit H and that have been conveyed to income qualified purchasers.

(B) "Market Unit" as used herein or in the Master Deed means any Condominium Unit the Sponsor has not designated in any of the Exhibits of the Master Deed or their Amendments and Supplements to be subject to the Affordable Housing Plan and that have not been conveyed to income qualified purchasers.

(C) "Member" means every person, firm, association, corporation or other legal entity, including the Sponsor, who is a record owner or co-owner of the fee title to any Unit is a Member of the Association; provided however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) is not a Member of the Association.

(D) "Sponsor" means River Trace, LLC, its successors and assigns who have the right to construct Condominium Units.

1.04 Rights of Members. Association membership is limited to Condominium Unit Owners, however, when a Unit's title is vested in two or more persons, such Co-Owners are entitled jointly to only one vote for that Unit, except as otherwise set forth in Article 3.07 hereof.

If a Member leases or permits others to occupy a Unit, the tenant or occupant and not the Member-Owner (except as a guest) is permitted to enjoy the Association's recreation and community

facilities. The tenant or occupant can not vote in Association affairs unless the Member permits that person to exercise the proxy vote of the Member. The use of Association community and recreation facilities is limited to occupants of Units and their guests.

Every lawful transfer of title to a Member's Unit includes membership in the Association and upon making such transfer, the previous Owner's membership automatically terminates. Each Member, within seven days after execution of a contract to sell a Unit, must send written notice to the Association specifying the purchaser's name, address, and anticipated closing date.

Except as provided herein, membership in the Association may not be assigned or transferred and any attempt to do so is void and of no effect.

2.00 Principal Office. The principal office of the Association is initially located initially at 73 Grove Street, Somerville, New Jersey, but thereafter may be located at such other suitable and convenient place as may be permitted by law and designated by the Board.

3.00 Meetings of Members: Voting

3.01 Place of Meetings. All Association annual and special meetings will be held at the Association's principal office or such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board and designated in the notices of such meetings.

3.02 Annual Meeting. All annual meetings of the Association Members will be held on the day and month of the year to be established by the Board, except that the first such annual meeting will be held not more than 13 months following the date of the incorporation of the Association. At each annual meeting after the first election of Board members by Unit Owners other than the Sponsor, the election of Trustees will be in accordance with Article 5.02 hereof. If the election of the Trustees is not held on the date designated herein for any annual meeting or at any adjournment of such meeting, the Board will cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Unit Owners may elect Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. Each proxy or absentee ballot validly received for the originally scheduled meeting will remain in full force and effect for any such adjourned meeting or special meeting unless it is revoked or superseded by a later valid proxy. New proxies or absentee ballots may be received for any such subsequent meeting.

3.03 Notice of Annual Meeting. The Secretary must mail notices of annual meetings to each Association Member, directed to their last known post office address as shown on the Association records, by regular mail with proper postage affixed. Such notice shall be mailed not less than 10 days nor more than 20 days before the date of such meeting and state the date, time, place and purpose of the meeting. In lieu of mailing, notices may be delivered to Members in the manner provided in Article 18.03 hereof.

3.04 Special Meetings. The President may call a special meeting of the Association Members. The President must call a special meeting of Association Members whenever directed to do so by resolution of a majority of the Board or upon presentation to the Secretary of a petition signed by 33 1/3 percent of the Members entitled to vote at such meeting.

3.05 Notice of Special Meetings. The Secretary must mail notice of special meetings to each Association Member in the manner provided in Article 3.03 hereof, except that special meeting notices must be mailed not less than five nor more than ten days before the date fixed for such meeting. In lieu of mailing, notices may be delivered to Members in the manner provided in Article 18.03 hereof. No other business may be transacted at any special meeting except that stated in the notice thereof unless by consent of two thirds of the Members present, either in person or by proxy.

3.06 List of Members. The Secretary must compile and keep at the Association's principal office a complete and up to date list of all Members, their last known post office addresses, the number of Units owned and the parking spaces assigned to their Units. This list will be open to inspection by Members and other persons lawfully entitled to inspect same upon reasonable request during regular

business hours. Each Unit Owner must advise the Association of any change to their current mailing address.

3.07 Voting, Judges. Only Owners who are Members in good standing as defined in Article 3.08 hereof are entitled to vote on questions submitted to the Association membership. Unless a different vote is mandated by the Certificate of Incorporation, these Bylaws or the Master Deed; a majority present in person or by proxy at any duly constituted membership meeting who are entitled to vote is sufficient on questions submitted to a membership vote. Any vote on questions other than Trustee elections need not be taken by ballot, unless: (a) the meeting chairperson determines balloting to be advisable, or (b) a majority of the votes present in person, by proxy or mail ballot submitted for the meeting and entitled to vote on the question determines that a ballot vote on the question submitted should be taken. Each Unit has one vote in the Association. A Member is entitled to one vote for each Unit owned. Votes may be cast in person, by proxy or by absentee ballot. When more than one person owns a Unit, the vote for that Unit will be exercised as the co-owners determine among themselves. When one or more co-owners sign a proxy or purports to vote for their co-owners, such votes will be counted without verification by the judges; except if one or more of the other co-owners is present and objects to such votes, or if not present, submits a proxy or objects in writing delivered to a Trustee before the votes are counted. If co-owners disagree as to votes, then the votes will be split equally among the co-owners. In all other instances a vote by a Unit's co-owners is not divisible.

If at any meeting of the Members a vote by ballot is to be taken, the meeting's chairperson must appoint two persons to act as judges with respect to the ballots, proxies or absentee ballots on the vote to be taken. The judges must first subscribe an oath to faithfully execute the duties of a judge with strict impartiality and according to the best of their ability. Judges: decide on the qualifications of voters; report the number of votes represented at the meeting, participating by proxies or absentee ballots and entitled to vote on the questions presented; conduct and accept the votes; and, when the voting is completed, ascertain and report the number of votes for and against the questions. At Trustees elections the number of votes received by each candidate are not reported. Reports of judges must be in writing and subscribed and delivered by them to the Secretary of the meeting, or, in the case of a proxy or absentee ballot, the Secretary of the Board. Judges need not be Association Members and any Association officer or Trustee may be a judge on any question, other than a vote on their own election to an Association position or other question in which they may be directly interested.

3.08 Good Standing. A Member is in "good standing" and entitled to vote at any meeting of the Association, to run for a seat on the Board and to use all Common Elements if, and only if, that Member has fully paid all assessments or fines made or levied against that Member or their Unit by the Board or the Covenants Committee as herein provided, together with all interest, costs, attorney or paraprofessional fees, penalties and other expenses, if any, properly chargeable to that Member or against their Unit. As relates to voting, said payment must be made in full and delivered to the Treasurer or management agent at least five calendar days before the date fixed for an annual or special meeting for a Unit Owner to be in good standing to vote at such meeting.

3.09 Quorum. Except as otherwise provided in the Bylaws or by law, the presence in person, by proxy or absentee ballot of Members representing 25 percent of the total number of votes in the Association constitutes a quorum at meetings of the Members. If any Member meetings cannot occur due to a quorum not being present, the Members present in person or by proxy or absentee ballot may adjourn the meeting to a time not less than 48 hours from the time of the original meeting. For any adjourned meeting, no further notice of the adjourned date need be given to Members. To establish a quorum at that meeting, the number of Members that were present either in person, by proxy or absentee ballot at any meeting adjourned due to the lack of a quorum, are considered present at any subsequent meetings of the original adjourned meeting, except that issues not expressly voted on in any proxies or absentee ballots cannot be counted.

3.10 Proxies, Absentee Ballots and Mail Ballots.

(A) Votes may be cast either in person, by proxy or by absentee ballots. All proxies, mail and absentee ballots must be in writing, signed by at least one Unit Owner and on the form prescribed by and filed with and received by the Secretary at least two calendar days before the time designated for

each meeting in the notice thereof. All proxies, mail and absentee ballots must be verified as accurate in accordance with the procedures adopted by the Board. Proxies are not valid for longer than 11 months from their date. Determining the validity or invalidity of all proxies, mail and absentee ballots will be made in the Board's sole discretion.

(B) Ballot by Mail. In lieu of calling a Membership meeting, The Board may submit any question or election, other than an election of Board members by Unit Owners other than the Sponsor, to a vote of the Members by mail balloting. No ballot by mail is valid unless the signature of the Owners submitting it have been verified on the ballot according to procedures adopted by the Board. The Board appoints judges to tabulate the mail ballots, whose report is to be included in the minute book. To conduct a mail ballot on questions submitted to a vote of Members, the Board must serve a notice on all Members which must state: (i) with specificity the terms of the motions or questions on which the vote is to be taken; (ii) the date by which the ballots must be received by the Association and the address to which the mail ballots must be sent in order to be counted; (iii) that only the official mail ballot enclosed with the notice is to be used for voting; and (iv) the date upon which the action contemplated by the questions will be effective, which date cannot be less than ten calendar days after the date the mail ballots must be received. No action contemplated by the question submitted to a mail ballot can be taken unless a majority of Members in good standing on the questions presented submit mail ballots approving such action. To conduct a mail ballot for an election of Trustees (other than an election of Board members by Unit Owners other than the Sponsor), the Board must serve a notice on all Members in good standing which: (i) provides an official ballot for the purposes of the election; and (ii) states the date by which the ballot must be received and the address to which the ballot must be sent in order to be counted.

3.11 Capital Expenditures. All Member decisions on Capital Expenditures require for passage the affirmative vote of at least 67 percent of the Members in good standing. Capital Expenditures is defined for purposes herein as the expenditure of money for any single item with a life expectancy in excess of one year and for which the initial cost exceeds \$15,000, increased by the percentage of increase in the Consumer Price Index for the Standard Metropolitan Statistical Area within which the Condominium is located, from the date of recording of the Master Deed. The Board is governed in making Capital Expenditures by decisions of the Members as provided in this Article. For so long as the Sponsor holds a majority of the Board seats, the Sponsor cannot make any additions, alterations, improvements or purchases which necessitate a Special Assessment or a substantial increase in the monthly Common Expense Assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Repairs, maintenance, or replacement of Buildings, Common Elements, recreation facilities or other Association property, real or personal, are not subject to this Article.

3.12 Order of Business. The order of business at all annual meetings of the Members and at special meetings, so far as practicable, will be:

- (A) Calling of the roll and certifying of proxies;
- (B) Proof of notice of meeting or waiver;
- (C) Reading of minutes of preceding meeting;
- (D) Reports of Officers;
- (E) Reports of committees;
- (F) Appointment of inspectors of election;
- (G) Election of Board;
- (H) Unfinished business;
- (I) New business;
- (J) Election of Officers.

4.00 Obligations of Members

4.01 Compliance with Rules, etc. Members must comply strictly with the Master Deed, these Bylaws and the Rules and Regulations adopted pursuant hereto and as they are lawfully amended from time to time; and with the covenants, conditions and restrictions set forth in the deed to their Unit

and the records of the county Recording Officer as applies to their Unit and the Condominium. Failure to so comply is grounds, to the extent permitted by law, for the levying of a fine or bringing of a civil action to recover sums due, for all applicable types of damages or injunctive relief, plus court costs and reasonable attorney and paraprofessional fees. Such an action can be brought by the Association on its own behalf or on behalf of the Members, or in a proper case, by an aggrieved Member. The Board at its discretion may adopt Rules and Regulations that are in addition to and supplement on restrictions on the Owners' use of the Common Elements and Units. As long as the Rules and Regulations are consistent with the intent and purposes herein, they are not deemed to be amendments to the Master Deed, Bylaws or the Association's Certificate of Incorporation. Copies of the Rules and Regulations must be kept and available for inspection during regular business hours at the Association's principal office.

4.02 Suspension of Rights. Except as stated in Article 3.08 hereof the membership and voting rights of any Member and their (or their tenant's) rights to use the Common Elements or any recreation facilities may be suspended by the Board for any period during which any assessment or fines levied against the Unit to which such membership is appurtenant remains unpaid; but upon payment of such assessments and any interest accrued thereon, whether by check or cash, all rights and privileges of membership, except as set forth in Article 3.08 hereof, are immediately and automatically restored. When Rules and Regulations governing the use of the Common Elements and the conduct of persons have been adopted and published, the rights and privileges of any person in violation thereof may be suspended at the Board's discretion for a period not to exceed 30 days for any single non-continuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until the violation is abated. No such action may be taken by the Board until the Unit Owner and the occupant, if any, is afforded an opportunity for a hearing consistent with Article 19 hereof.

4.03 Contribution to Capital. Each Unit Owner shall pay to the Association upon acquisition of title to his Unit a nonrefundable and non-transferable contribution to the working capital of the Association in an amount equal to two (2) months of the current estimated Annual Common Expense assessment for the Unit at the time of the acquisition of the Unit. Such sums may be used for operating expenses or reserves that are not funded by the annual common expense assessments collected from the unit owners or for any other lawful purpose under these Bylaws at the discretion of the Board, and need not be replenished if it is so utilized. These sums shall not be utilized by the Sponsor to offset any budget deficits. Payment of such contribution shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale or a subsequent transfer of title to a Unit which is not exempted by the Rules and Regulations of the Association. Any unpaid capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

4.04 Escrow Deposit. The Board may also require each Unit Owner to deposit with the Association in escrow an amount equal to two (2) months of the current estimated Annual Common Expense Assessment for his Unit, which escrow deposit shall be held by the Association and applied in the event of a default by the Unit Owner in the payment of any type of Assessment, fine or other charge levied by the Board against his Unit. To the extent that the escrow deposit or any part thereof is so applied, the Unit Owner shall be responsible to replenish the escrow deposit. Such escrow, if imposed, shall be held by the Association in an interest-bearing account, with interest to accrue to the benefit of the Association, and shall be refundable or assignable upon the sale of the Unit without interest to the extent the deposit is not applied to defaulted Common Expense Assessments. The Board's rights under this Article 4.04 are in addition to its right to accelerate assessments under Article 5.11(U) hereof.

4.05 Leases and Assignment of Lease and Rents, Right to Evict.

(A) Every Unit not occupied by one or more of its record Owners must be the subject of a written lease memorializing the terms of the parties understanding as to occupancy and signed by the Unit Owner and occupant. If it is silent as to rent or use and occupancy fees, the reasonable market rate for comparable rentals in the general geographic area will be imputed.

(B) All leases must be subject to and include the following terms:

"The owner (or landlord, as applicable) assigns to River Trace at Branchburg Condominium Association, Inc. in which the owner is a member (herein referred to as the "Association"), all right, title and interest in, to and under the lease together with all rents or other monies payable to the owner by the tenant up to the amount of common expense or other assessments or other obligations due from the owner to the Association. Despite this assignment, the owner is free to collect all rents or other monies due from the tenant unless and until the owner is delinquent in payment of assessments or other obligations owed to the Association. If the owner is so delinquent, and such delinquency continues for 10 or more days after the owner's receipt of written notice from the Association to cure the delinquency, the Association is authorized to: enter the unit being leased; notify the tenant in writing of the owner's delinquency, the terms of this rent assignment, and of the Association's exercise of its right to collect in the owner's name as assignee any rents accrued and unpaid as well as the rents thereafter accruing and becoming payable until the owner is no longer delinquent and the Association notifies the owner and the tenant of same in writing. Upon receipt of written demand from the Association pursuant to the terms hereof, every tenant must remit the rent due under their lease to the Association and the rents thereafter accruing, without being obligated to determine whether the owner is in fact delinquent in the payment of assessments or other obligations to the Association. The owner agrees that all payments made by the tenant to the Association as per the terms hereof shall fully and completely discharge the obligations of the tenant to the owner under the lease. The owner further agrees that the Association is not responsible for the control, care or management of the unit or for carrying out any of the owner's duties as landlord as set forth or implied from the lease or imposed by law; and that the Association and its officers, servants, agents and employees will in no event be liable to the tenant or others by reason of any loss, injury or damage sustained because of any dangerous condition existing in the unit or exercising the rights hereunder. By entering the unit pursuant hereto, the Association does not become a "mortgagee in possession" in contemplation of law. The Board of Trustees of the Association may, on a case by case basis, agree to subordinate its rent assignment rights to an institutional mortgagee upon request by same.

Each owner hereby names and constitutes the Association as the owner's Attorney-in-Fact irrevocably for the purpose of taking any legal action against tenants or other occupants in the unit, including eviction pursuant to N.J.S. 2A:18-61 et seq. This Power-of-Attorney may be exercised by the Association if the tenant violates any of the provisions of the Master Deed, Bylaws or Rules and Regulations of the Association provided that the owner has not commenced an action to cure the violation of the Master Deed, Bylaws or Rules and Regulations within ten days of receipt of notice of same from the Association. This Power-of-Attorney is to enable the Association to exercise against the tenant each right which the Association may have to enforce the Master Deed, Bylaws, or Rules and Regulations. If the Board of Trustees of the Association takes any such action, it may recover back against the owner any costs and expenses of such action, including but not limited to reasonable attorney and paraprofessional fees and costs."

(C) If the above required terms are not set forth in a lease, the recording of this Master Deed is notice to all subsequent tenants and Unit Owners of those terms as if they had been set forth in the lease. Each Unit Owner and tenant is estopped from objecting to the Association's exercise of its rights set forth above.

(D) The Owner must deliver to the Association a copy of each lease and renewal leases, within 10 days of the Owner's execution of same.

5.00 Board of Trustees

5.01 Number, Qualifications and Compensation.

(A) The Association's affairs are governed by a Board of Trustees consisting of five (5) persons, designated as Trustees "A," "B," "C," "D," and "E." However, the Board shall initially consist of three (3) Trustees, designated as Trustees "A," "B" and "C," all of which shall be appointed by the Sponsor until the initial conveyance of twenty-five percent (25%) of the Units - 12 Units - at which time the Board shall be expanded to five (5) Trustees.

Initially all Board Members are designated by the Sponsor who can change them at any time by notice to the Association. The Sponsor may name Unit Owners to serve as the Sponsor's Board designees.

As long as the Sponsor maintains a majority of the Board it cannot make additions, alterations, improvements or purchases which would necessitate a Special Assessment or a substantial increase in the monthly Common Expense Assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Nothing herein exculpates the Sponsor designated Board members from their fiduciary responsibilities.

(B) The following are the qualifications for nomination, appointment or election and service as a Unit Owner Trustee:

(i) Membership in good standing; and

(ii) Representation; partnerships, corporations, fiduciaries or co-owners may designate one individual per Unit owned to be eligible for nomination, appointment or election as Trustees. Partnership designees must be members, employees or agents of the partnership. Corporate designees must be officers, stockholders, employees or agents of the corporation. Fiduciary designees must be fiduciaries, officers or employees of the fiduciary. Co-Owners jointly holding membership in good standing may designate any one of themselves, but only one of them, to be eligible for nomination, appointment or election as a Trustee. However, in a case of any disagreement, the written consent of the majority in interest of such co-Owners is required.

(C) All Trustees serve without compensation.

5.02 Election. Members of the Board of Trustees are elected as follows:

(A) Notice of all special meetings called for holding an election of Board members by Unit Owners other than the Sponsor must be given not less than 20 days nor more than 30 calendar days prior to the date of the meeting.

(B) Within 60 days after the initial conveyance of twenty-five percent (25%) of the Units (12 Units), the President shall call either the first annual meeting or a special meeting of the membership of the Association for the purpose of holding the first election of Unit Owners to the Board ("Transition Election"). At the meeting, Unit Owners other than the Sponsor shall be entitled to vote for and elect two (2) Trustees, Trustees A and B, from among such Unit Owners in accordance with the provisions of Article 3.0 of these By-Laws, and the Sponsor shall be entitled to appoint three (3) Trustees, Trustees C, D, and E.

(C) Within 60 days after the initial conveyance of seventy-five percent (75%) of the Units (36 Units), the President shall call a meeting of the membership of the Association for the purpose of holding a second Transition Election. At this meeting, Unit Owners other than the Sponsor shall be entitled to vote for and elect Trustees C and D from among such Unit Owners in accordance with the provisions of Article 3.0 of these By-Laws, and the Sponsor shall be entitled to appoint Trustee E.

(D) Within 60 days after all Units have been initially conveyed, the President shall call a meeting for the third Transition Election at which Unit Owners other than the Sponsor shall be entitled

to vote for and elect Trustee E from among such Unit Owners in accordance with the provisions of Article 3.0 hereof; provided that the Sponsor shall be entitled in its discretion to relinquish Trusteeship E at the time of the second Transition Election or any time thereafter prior to the conveyance of the last Unit.

(E) Despite the above, in the event that the Sponsor has not conveyed seventy-five percent (75%) of the Units (36 Units) within five (5) years of the date of the registration the Offering Plan for the Condominium in accordance with the Planned Real Estate Development Full Disclosure Act, N.J.S. 45:22A-21 et seq. (the "Registration"), then upon the fifth (5th) anniversary of the date of the Registration, the Sponsor shall nevertheless offer to surrender control of the Board to the Unit Owners, who shall assume control provided that the Unit Owners agree by a majority vote to assume control. The Developer shall no longer be entitled to cast any votes for any Units still owned by the Developer.

(F) Sponsor at its sole discretion may surrender control of the Board before the time specified above, provided Unit Owners agree to assume control by majority vote of Unit Owners present and voting.

5.03 Term of Office.

(A) Sponsor-designated Trustees serve until their respective successors have been qualified and elected at an election of Board members by Unit Owners other than the Sponsor.

(B) Sponsor-appointed Trustees C and D shall serve until their successors have been qualified and elected at the second Transition Election held pursuant to Section 5.02 herein. If (i) the first and second Transition Elections are held in the same calendar year, or (ii) the second Transition Election is held in a calendar year in which the terms of Unit-Owner elected Trustees A and B expire, then Trustees C and D elected at the second Transition Election shall serve terms expiring at the annual meeting of the membership held in the third calendar year following the year in which the second Transition Election is held; otherwise Trustees C and D elected at the second Transition meeting shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the second Transition Election is held. Thereafter, Trustees C and D shall serve for two year terms.

(C) Sponsor-appointed Trustee E shall serve until his successor has been elected and qualified at the second or third Transition Election. The first Unit-Owner elected Trustee E shall serve a term expiring upon the expiration of the terms of the Trustees C and D then in office. Thereafter, Trustee E shall serve for two-year terms.

(D) It is the purpose and intent Section 5.03 that subsequent to all Transition Elections, the election of Trustees A and B shall be held in alternate years to the election of Trustees C, D and E.

5.04 Vacancies. If the office of any Trustee becomes vacant for any reason, the majority of the remaining Trustees (including Sponsor designated Trustees), shall elect a successor at a regular or special meeting. The elected Trustee will hold office for the unexpired term in respect to which such vacancy occurred and until a successor is elected and qualified. Vacancies of Unit Owner elected Trustees are replaced by other Unit Owners. Vacancies of Sponsor designated Trustees are replaced by Sponsor designated successors.

5.05 Removal of Trustees. At any duly held and constituted regular or special meeting of the Unit Owners, any one or more Trustees may be removed with or without cause by vote of a majority of the Unit Owners present, provided that the notice of the meeting expressly includes this item. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting but the failure of any Trustee to be a Member in Good Standing for a period of thirty (30) days or more shall be grounds for automatic removal without any vote of the Members and a replacement shall be appointed by the Board within thirty (30) days thereafter to serve the remainder of the term as contemplated in Section 5.03. The provisions of this Article 5.05 do not apply to Sponsor-designated Trustees.

5.06 First Organizational Meeting. The first or organizational meeting of each newly elected Board must be held either immediately on adjournment of the meeting of Members at which the election is held provided a quorum of the Board is present or, if a quorum of the Board is not then present, as soon thereafter as practicable providing notice is given to each Trustee as set forth in Article 5.07 or unless waived as provided in Article 5.09.

5.07 Regular Meetings. Regular Board meetings may be held at such time and place permitted by law as from time to time may be determined by the Board. At least four such meetings must be held in each fiscal year. Notice of regular Board meetings must be given to each Trustee personally, by telephone, telegram, confirmed facsimile or by United States Mail with proper postage affixed, directed to their last known post office address as appears on the Association's records, at least five days before the date of such meeting. The notice must state the date, time, place and the purpose of the meeting.

5.08 Special Meetings. Special Board meetings may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Article 5.07. Special Board meetings must be called by the President or the Secretary in a like manner on the written request of any two Trustees.

5.09 Notices and Waivers of Notice. Before any regular or special Board meeting any Trustee may, in writing, waive notice of the meeting and any waiver is the equivalent to notice. Attendance by a Trustee at any Board meeting constitutes a waiver of notice. If all Trustees are present at any Board meeting, no notice of the meeting is required and any business may be transacted, except as otherwise prohibited by law or these Bylaws.

5.10 Quorum, Voting and Consent in Lieu of Meeting. (A) At all Board meetings a majority of the Trustees constitute a quorum for business transaction, except as otherwise provided in these Bylaws or by law. Provided a quorum is present at any meeting, the acts of the majority of the Trustees present and voting is necessary for valid action by the Board on any issue. If at any Board meeting there is less than a quorum present, the Trustees present may adjourn the meeting and at any such adjourned meeting at which a quorum is present any business that might have been transacted at the originally called meeting may be transacted without further notice to any Trustee.

(B) Quorum Establishment and Votes by Sponsor Designated Trustees. Sponsor designated Trustees may assist in establishing a quorum of the Board by presenting proxies to the Association at or before the Board meeting for which the quorum is being established. As all Sponsor designated Trustees are expected to cast identical votes, Sponsor designated Trustees may vote in person, by mail ballot, by proxy, or by telephone if they are not present. Telephone votes of Sponsor designated Trustees are cast after the absent Trustee has had an opportunity to participate in telephone discussions with the Board. After such a vote is cast verbally, it should be confirmed verbally by a second Trustee. Unit Owner elected Trustees may only vote in person.

Consistent with N.J.S. 15A:6-7, while the Sponsor maintains a majority of the Board, two Board members will constitute a quorum. Anything to the contrary in these Bylaws, the Certificate of Incorporation or the Master Deed and if permitted by law, the entire Board has the power to act on any matter on which it is authorized to act without the necessity of a formal meeting and vote if the entire Board, or all of the Trustees empowered to act, whichever the case may be, consent in writing to such action.

5.11 Powers and Duties. The Board has and may exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association; the operation of a residential condominium; and such other acts as are required by law, the Master Deed, these Bylaws or otherwise directed or required to be done or exercised by Association Members, Unit Owners, or by others. In administering the Association and Condominium the Board has powers and duties, including, but not limited to:

(A) General Duties. The Board is responsible for the operation, maintenance, renewal, replacement, insurance, care, and upkeep of Buildings, Common Elements (except as specifically

provided for otherwise), community and recreation facilities and all other property, real or personal, of the Association or for which it is responsible as set forth in the Master Deed and elsewhere. All repairs and maintenance must be substantially similar to the original improvements unless two-thirds of the members present and voting affirmatively vote to deviate from same. All installations must be of first class quality.

The operation, maintenance, renewal, replacement, insurance, care, upkeep and protection of each Building, its related Common Elements (except as specifically provided for otherwise) and the other property within the Phase containing the Building becomes the Association's responsibility immediately upon the Sponsor's conveyance of title to an individual purchaser for the first Unit in each Building. After conveyance of the first Unit in a Building, the Sponsor's sole obligation and responsibility with regard to the operation, maintenance, renewal, replacement, insurance, care, upkeep and protection of each such Building is to pay to the Association the applicable assessments as specified in Paragraph 7.00, et. seq. of the Master Deed. However the Sponsor is not obligated to pay any maintenance fees or assessments for Common Expenses other than replacement reserves for as long as the Sponsor is providing any subsidy or guarantee to Unit Owners of maintenance fees or assessments for Common Expenses.

The Board may adopt Rules and Regulations which supplement or are in addition to the restrictions on the Owners' use of the Common Elements. As long as such Rules and Regulations are consistent with the intent and purposes set forth herein, they are not deemed to be amendments.

The Association must maintain the Condominium's landscaping and buffer areas and replace landscaping in those areas when replacement is necessary with similar species of plants or species which provide similar characteristics.

(B) Budget. Before the beginning of each fiscal year the Board must prepare a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreation facilities, and reasonable reserves for depreciation, retirements and renewals for the following fiscal year. The total amount of such budget or estimate must be assessed against all of the Units and the respective Owners thereof, as set forth in Article 13.00 of these Bylaws. The amount thus found applicable to each Unit are to be payable by the Owner thereof to the Association in full or in equal monthly or quarterly installments, in advance, as determined by the Board. At the time of budget adoption, the Board must also review and adopt a resolution stating that the amount assessed for capital reserve replacement costs is adequate and, when applicable, adequate to cover the insurance appraisal replacement cost required in Article 5.11(Q) hereof. If the Board fails to adopt any such resolution, its adoption is implied from the Board's action of adopting the next fiscal year's budget. The Board has the discretion to include in each budget an amount sufficient to reimburse each Trustee for all or any portion of expenses including but not limited to tuition, textbooks, transportation, gas, lodging and meals incurred by the Trustee in connection with attending up to two educational seminars sponsored by the Community Associations Institute or similar organizations provided that such reimbursement is approved by a majority of the Board. Trustees are encouraged to attend at least two such seminars during each year they serve on the Board.

(C) Assessments. By majority vote the Board may adjust or increase the amount of any annual assessment and to levy and collect in addition thereto, special assessments in such amounts as the Board deems proper whenever the Board finds that it is necessary to do so to meet increased operating or maintenance costs, or approved Capital Expenditures, or because of emergencies; provided, however, that all such increases or special assessments are levied against such Owners and their respective Units in the same manner as provided in Article 13.00 hereof. While the Sponsor maintains a majority of the Board, the Board cannot make any additions, alterations, improvements or purchases not contemplated in the Sponsor's offering that will necessitate a Special Assessment or a substantial increase in the General Common Assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

(D) Use, Segregation and Investment of Funds. To use and expend sums collected from assessments or levies for the operation, maintenance, renewal, care, upkeep, and protection of the Common Elements (except as specifically provided for otherwise), community and recreation facilities

of the Association and all of its real and personal property or other property that the Association must maintain as per the Master Deed. This includes the use of any surplus funds that might remain at the end of any fiscal year. Any such surplus must be the subject of an appropriate Board resolution, passed before the end of each fiscal year or no later than the meeting of the Board when the prior year's annual audit is presented for final Board acceptance. Except as otherwise specified in the Governing Documents, all Association funds must be physically segregated into one or more separate bank checking, brokerage or other appropriate accounts for; operating account, deferred maintenance, and reserves for future replacements. To the extent practicable, funds designated for these separate accounts should not be commingled and the accounts should be funded at regular intervals, not to be more than quarterly. The moneys are to be used for their intended purposes. The Board may create such other account categories as deemed advisable for proper administration of the Association and Condominium's affairs. The Board, in its sole discretion, determines the strategy and standards for investing Association funds which strategy and standards will be no more liberal (but may be more conservative) than as permitted by The Prudent Investor Act (N.J.S. 3B:20-11:1).

(E) Fidelity Bonds. To require Association officers and employees who handle or are responsible for funds in the Association's possession or under its control to furnish adequate fidelity bonds, in a form which includes penalties and corporate surety satisfactory to the Board. The premiums on such bonds are Association Common Expenses.

(F) Taxes. To pay all taxes and assessments levied or assessed against any Condominium property, exclusive of any taxes or assessments levied against any individual Unit or otherwise properly chargeable to the Owners thereof.

(G) Personnel/Equipment/Etc. To hire, employ and dismiss such workers and other personnel and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the Board's opinion may be necessary for the proper operation and maintenance of the Condominium and Association community and recreation facilities, except the portions thereof required to be maintained by Unit Owners. The Board may employ a manager for the Association on such terms established by the Board, to perform such duties and services as the Board may lawfully delegate.

(H) Access to Units. To enter or cause to be entered any Unit with notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or renewal of any Common Elements, or to prevent damage to the Common Elements or any Units, or in emergencies provided that such entry and work is to be done with as little inconvenience as possible to the Owners and occupants of such Units. Each Owner is deemed to have granted such rights of entry by accepting and recording the deed to their Unit.

(I) Delinquencies. To the extent permitted by law, to levy, impose and collect delinquent penalties, fines, levies or assessments made by the Association through the Board against any Units and the Owners thereof; and such costs and expenses incurred in connection therewith, including, but not limited to, court costs, attorney and paraprofessional fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominium, by injunction or such other legal actions or means as the Board deems necessary or appropriate.

(J) Professionals. To employ or retain legal counsel, engineers, accountants and other professionals, and to fix their duties and compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association.

(K) Contracts. To enter into any contracts or agreements for the operation of the Association or the Condominium including contracts for professional management, with private parties or any governmental agency or pursuant to any applicable laws or regulations.

(L) Outside Management. To hire an outside agent or management firm to perform those services required by these Bylaws which may be legally delegated.

(M) Bank/Brokerage Accounts. To cause such operating, reserve, escrow accounts as required

herein and other accounts, if any, to be established and opened as the Board may deem appropriate from time to time and as may be consistent with good accounting and fiscal management practices. Two Board members' signatures are required for any withdrawals from any accounts.

(N) Fiscal Reports. To cause a complete audit of the books and accounts of the Association to be made by an independent Certified Public Accountant at the end of each fiscal year, and at such other times deemed necessary. The Board must prepare, at the end of each fiscal year, a report of the Association's business and affairs, showing transactions and its full and accurate financial condition. Beginning no later than the first year the Board is controlled by Unit Owner elected Trustees and every three years thereafter, the Association must obtain a report from its engineer or other appropriate professionals, which may be reviewed by its accountants, to establish the adequacy of reserves based on realistic estimates of replacement costs and useful life expectancies of the items being reserved for. Copies of all fiscal and reserve reports must be made available to Members during Association working hours.

While the Sponsor maintains a majority of the Board seats, the Board must have an annual audit of Association funds prepared by an independent public accountant, a copy of which shall be delivered to each Unit Owner within 90 days of the expiration of the fiscal year of the Association. The audit must cover the operating budget and reserve accounts. The cost of these audits are to be paid by the Association.

For all years that the Sponsor is selling Units, the Association must deliver to the Sponsor a copy of each of the above referred reports and studies, within 30 days of the Board's acceptance of each of same.

(O) Detailed Books. To keep detailed: (1) minute books of all Board and Member meetings containing complete copies of all resolutions and Rules and Regulations the Board adopts, all correspondence regarding Association business and the condition of and repairs to Units and Common Elements, etc.; and (2) books of accounts of the receipts, expenditures and investments affecting the Condominium and its administration specifying the maintenance and repair expenses of the Common Elements and all other expenses incurred.

(P) Fines. To the extent now or hereafter permitted by the law of the State of New Jersey, the Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than \$25.00 for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). Despite the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

(Q) Insurance. To obtain and maintain, the following types of insurance: (1) broad form insurance against loss by fire, lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, all Buildings containing Units and Common Elements therein together with all central utility and other services contained therein, and all Buildings, fixtures, equipment and Association personal property, in an amount the Board determines. All such policies will provide that in the event of loss or damage, the proceeds of said policies are to be payable to the Board or to its insurance trustee designee on behalf of all of Unit Owners and mortgagees in said Buildings. Said insurance trustee must apply said proceeds as set forth in Article 6.00 of these Bylaws. Each policy must contain a standard mortgage clause in favor of each mortgagee of a Unit and provide that losses, if any thereunder, are to be payable to such mortgagee as its respective interests may appear, subject however, to the right of the Board or its insurance trustee designee to receive proceeds to be applied to repair or reconstruction as provided herein; (2) workmen's compensation; (3) public liability insurance insuring the Association and Members against liability for negligent acts of commission or omission attributable to the Association or any Members

and which occur on or in any of the Common Elements or any Association community or recreation facilities; (4) burglary, theft and such other insurance as will protect the Association's interests and employees; and (5) liability insurance indemnifying Association Trustees and Officers against liability for errors and omissions occurring in connection with their performing their duties in an amount of at least \$1,000,000.00 with any deductible amount determined in the Board's sole discretion and in accordance with recommended guidelines of the Community Association Institute or other similar entity. All insurance premiums are Association Common Expenses. Unless 75 percent of the first mortgagees (based upon one vote for each first mortgage owned) or the individual Unit Owners (other than the Sponsor) give prior written approval, the Board cannot; (a) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100 percent of the insurable value (based on current replacement cost) and (b) use hazard insurance proceeds for losses to any common property for other than their repair, replacement or reconstruction.

At least every five years, the Board must adjust the insurance coverages based on an appraisal of the replacement value of all property the Association insures.

(R) Waiver of Subrogation and Cancellation. All policies of physical damage insurance must contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and provide that such policies cannot be canceled or substantially modified without at least ten days prior written notice to all of the insureds, including all mortgagees of Units.

(S) Unit Owner's Insurance. Unit Owners are encouraged to and may obtain insurance on their own account and for their own benefit. Owners cannot, however, insure any part of the Common Elements whereby, in the event of loss, the Association's rights to recover under its own insurance policies for such loss is diminished in any way.

(T) Committees. The Board may appoint committees as deemed appropriate by the Board to assist in carrying out its purposes. The committees will perform such other functions as the Board determines in its discretion. The committees may include but are not limited to:

(1) A Recreation Committee, which will advise the Board on all matters pertaining to any recreational programs and activities of the Association.

(2) A Grounds and Maintenance Committee, which will advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Elements and other property which the Association must maintain as set forth in the Master Deed.

(3) An Architectural Control Committee, which will consider requests by Members for modifications to any Common Elements, and establish guidelines and procedures for review of such requests consistent with the Master Deed and Bylaws, and make recommendations to the Board as to what action should be taken on such requests.

(4) A Covenants Committee, consisting of not less than three nor more than five persons appointed by the Board, a majority of whom will always be Unit Owners, with the balance comprised of either Unit Owners or tenants. Each person serves a term of one year and can be reappointed. This Committee assures that the Condominium will always be maintained in a manner that:

- (a) provides for visual harmony and soundness of repair;
- (b) avoids activities deleterious to the Condominium's aesthetic and property values;
- (c) furthers the comfort of Unit Owners; their guests, invitees and lessees; and
- (d) promotes the Condominium community's health, general welfare and safety.

The Covenants Committee regulates the external design, appearance, use and

maintenance of the Common Elements in accordance with the Master Deed and Bylaws. The Covenants Committee has the power to issue a cease and desist request to Unit Owners, their guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, Bylaws, the Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee provides interpretations of the Master Deed, Bylaws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any ruling of the Covenants Committee may be appealed to the Board by any party the Board deems to have standing as an aggrieved party. The vote of a majority of the full membership of the Board may affirm, modify or reverse any Covenant Committee ruling.

The Covenants Committee must preserve any designated "No Parking" areas, "Fire Lanes" and any other traffic control devices and Rules and Regulations approved by the Board.

The Covenants Committee has such additional duties, powers and authority as the Board may provide by resolution including the right to impose fines pursuant to Article 5.11 (P) and Article 4.01 hereof. The Board by a majority vote of its full membership may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis. The Covenants Committee must function in compliance with these Bylaws, the Rules and Regulations and Board resolutions.

(5) A Transition Committee, which performs the functions and duties set forth in Article 17.00 hereof.

(U) Acceleration of Assessment-Installment Upon Default. If a Unit Owner is in default in the payment of an installment of the annual Common Expense Assessment, the Board must accelerate the assessment installments due for the next 12 months (at the then applicable rate) and file a lien for the accelerated amount on notice to the Unit Owners. If the delinquent installment or the accelerated Common Expense Assessment is not paid by the date stated in the notice, any unpaid balance is to be made to become due upon such date, but not less than five days after delivery of the notice to the Unit Owners, or not less than ten days after the mailing of such notice has been given, whichever occurs first. If no such notice has been given and the default continues between 30 and 90 days after the default first occurs, the Board must accelerate the remaining Common Expense Assessment installments, upon similar notice to the Unit Owners, and file a lien for same as permitted by law if the delinquent installment is not paid by the date set forth in this notice. If one or more of the above notices are sent, the Board may notify any Institutional Lender holding a mortgage on the Unit affected by such default and publish appropriate notice of such delinquency to Association Members in the manner the Board deems appropriate. If the default continues beyond 120 days, the Board may foreclose their lien pursuant to law or commence a suit against the appropriate parties to collect any outstanding monies.

(V) Interest, Late Fees and Counsel Fees. In connection with the collection of any type of assessment or other charge, if payment is not made by the date stated in a notice to the Unit Owners, the Board at its option has the right to impose a late charge of any reasonable amount and interest at the maximum legal rate permitted by law for the payment of delinquent real estate taxes. If the Association effects collection of any debts owed to it by filing a lien or resort to counsel, the Board must add to the assessments or charges a sum equal to the greater of (1) the total amount of counsel and paraprofessional fees, costs of collection and costs for preparation, filing and discharge of the lien incurred in addition to such other sums allowed by law, or (2) 20 percent of the gross amount due as counsel fees, plus reasonable costs for preparation, filing and discharge of the lien, in addition to such other sums allowed by law.

The Board in its discretion may settle any claim for monies due the Association at less than the total amount of the claim.

In any action or proceeding brought or defended by the Association, the costs and expenses of preparation and litigation, including attorney and paraprofessional fees are Common Expenses.

Money judgments recovered by the Association in any action or proceeding, including costs, penalties or damages are a special fund applied to: (1) unpaid litigation expenses; then to, (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; then to (3) Common Charges, if the recovery thereof was the purpose of the litigation; then to (4) repair or reconstruction of the Common Elements if recovery of damages to same was the basis of the litigation; and, then, (5) any amount not applied to (1), (2), (3) and (4) above, at the discretion of the Board, may be treated either as common surplus or as a setoff against Common Charges generally. Despite the foregoing, if a Unit Owner, the Board or any other person or legal entity affected by any such distribution, asserts that the damages sustained or the diminution in value suffered by one or more Unit Owners was disproportionate to their percentage of common interest, in which event, at the election of either the Association or the Unit Owner, the matter may be submitted to binding arbitration to be decided in accordance with the rules and procedures of the American Arbitration Association.

All Common Charges received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, constitute trust funds which is to be expended first for such purposes before expending any part for any other purpose.

If a Unit Owner obtains a judgment or order against the Association or the Board, then in addition to any other sums to which the Owner may otherwise be entitled, they may also ask the court to order the recovery of any sums paid to the Association as Common Charges for litigation expenses related to said action or proceeding.

(W) Power-of-Attorney to Institutional Lender. If the Board does not start enforcement procedures discussed above within the time provided, any Institutional Lender for any Unit for which there are unpaid assessments is hereby irrevocably granted by the Association and the Board a power-of-attorney, coupled with an interest in the subject matter, to commence such actions and to invoke such other remedies in the Association's name.

(X) Parking Spaces. To assign and designate vehicle parking spaces for use by individual Units and to reassign and re-designate them as the Board deems necessary in its sole discretion. To adopt Rules and Regulations for the use of all vehicle parking spaces including the type, size and classification of vehicles permitted to use them as well as the total number of vehicles which may be parked on the Common Elements on a permanent basis per Unit. The Board will maintain parking plans and an official parking spaces map showing the current parking space assignments. This map will be available for inspection in the Association's office during normal business hours. The Association, upon written request, must confirm current parking space locations for Owners who are in the process of conveying their Units.

(Y) Use of Units and Common Elements. To adopt Rules and Regulations and to regulate the use of: Units (to the extent limited by the Master Deed, these Bylaws, and law); the Common Elements and any common areas or facilities.

(Z) Escrow Deposit. To impose the escrow deposit set forth in Article 4.04 hereof upon Owners and Units.

(AA) Transition Expense Fund. Within the second budget year of the Association or such other appropriate time frame, the Board must cause the Association's Budget to contain a Transition Expense Fund line item sufficiently funded to pay the reasonably estimated Association costs of its Transition Committee for independent legal, engineering, accounting and any other professional consultants or other costs necessary to assist the Transition Committee in its duties consistent with Article 17.00 hereof. The Transition Expense Fund monies may be maintained by the Board at its discretion either in a segregated account or in one or more consolidated accounts. As to any consolidated accounts, the division of same into the Transition Expense Fund need be made only on the Association's records. The Transition Expense fund shall be funded with up to one-half of the Capital Contribution amount collected from each Owner upon the initial acquisition of title to his Unit from the Sponsor. Upon the completion of transition and the formal release of Sponsor from all liability with respect to the Common Elements and other improvements, but not for warranty

obligations for individual Units, any surplus monies remaining in the Transition Expense Fund shall be promptly transferred by the Treasurer into the Capital Reserve account.

(BB) Affordable Units. The Association, Board and Members are not permitted to modify the Master Deed, the Bylaws or create any Rules and Regulations to in any way change the rights and duties of the Affordable Units or the Affordable Unit Owners set forth in the Master Deed, Bylaws, Affordable Housing Plan, Affordable Housing Agreement, Second Repayment Mortgage, Second Repayment Mortgage Note, or as otherwise set forth in applicable laws or regulations.

5.12 Sponsor Veto Rights. The Association, when controlled by the Unit Owners, must not take any action detrimental to the sale of Units by the Sponsor and must continue the same level of maintenance, operation and services as immediately before Unit Owners assume control of the Board until the Sponsor conveys the last Unit to be sold in its normal course of business.

To assure the foregoing, until the Sponsor conveys the last Unit to be sold in the Condominium, the Sponsor, in its sole but reasonably exercised discretion, has the right to veto any and all actions of the Board which may have any direct or indirect financial, legal or other negative effect on Sponsor including but not limited to an impact on the Sponsor's sale of Units. The Sponsor must exercise its veto right, within 30 days after it receives written notice from the Board that it has passed a resolution or taken other action. In such event, the Sponsor will notify the Secretary of the Board of exercise of its veto right and any such proposal or action of the Board will be void. These protective provisions are to be construed in accordance with and not in derogation of N.J.S. 46:8B-12.1 of the New Jersey Condominium Act and N.J.A.C. 5:26-8.4 of the regulations adopted under the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S. 45:22A-21 et seq.

5.13 Sponsors Bond Obligations. While the Sponsor maintains a majority of the seats on the Board, it must post a fidelity bond or other guarantee acceptable to the New Jersey Department of Community Affairs, Division of Codes and Standards, in an amount equal to the Association's annual budget. For the second and succeeding years, the bond or other guarantee must include accumulated reserves.

6.00 Damage to Buildings, Reconstruction, Sale, Obsolescence.

6.01 Damage. If fire or other casualty results in damage to the Buildings or Common Elements amounting to less than two-thirds of the value of the Condominium, the net proceeds of any insurance collected must be made available for the purposes of repair, restoration, reconstruction or replacement. Where the insurance indemnity is insufficient to cover the cost of repair, reconstruction, restoration or replacement, the new Buildings' costs must be paid by all of the Owners directly affected by the damage, in proportion to the fair market value of their respective Units. If any Owner refuses to make such payments, the Board must levy an assessment in an amount proportionate to the fair market value of the Units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. If any Unit Owner fails to pay the assessment in a reasonable time, the Association may cause the repair, restoration or replacement or reconstruction to be accomplished and charge the cost thereof, less any applicable insurance credits, to the Owners of the Units affected in the proportions mentioned. Such costs less any insurance credits, will constitute a lien against the Unit of the delinquent Owner and may be enforced and collected in the same way as all other liens as provided herein. The provisions of this Article may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

6.02 Total Destruction. If total destruction of the entire Condominium occurs, or if the Common Elements are damaged or destroyed to more than two-thirds of the Condominium's value, the Unit Owners directly affected may elect to reconstruct or replace the Buildings and Common Elements. The election to reconstruct or replace and payment of the costs thereof is to occur as provided in the preceding section of this Article.

If the Unit Owners elect not to reconstruct or replace, the Unit Owners, with the consent of all of the mortgagees holding first mortgages on the Units, may sell the entire Condominium for cash or

upon terms, provided 75 percent or more of the Owners are in accord and so vote at a special or regular meeting of Members. If the election is made to sell, the covenants against partition contained in the Master Deed become null and void, Owners are entitled to convey their interest in the Condominium and may invoke relief in a Court of Chancery to compel a sale and partition against those Owners who have refused to approve such a sale and partition.

All sums received from insurance are to be combined with the proceeds of the sale of the Condominium. After providing for all attorney's fees in the event of any litigation necessary to compel Owners to join in a conveyance of their interests in the Condominium, distribution of the combined funds must be made to the Owners of the Units in the said Condominium, in proportion to the fair market value of their respective Units, subject only to the rights of outstanding mortgage holders.

Except as provided in this Article, the General and Limited Common Elements remain undivided and cannot be the subject of an action for partition or division of their co-ownership.

6.03 Obsolescence. If the Board determines that the Condominium Buildings are obsolete, the Board, at any regular or special meeting of Members, may call for a vote by the Members to determine if the entire Condominium should be placed on the market and sold. If 90 percent of the Members determine that the Condominium should be sold, the provisions of Article 6.02 applying to the sale of the property become effective.

If the Board determines that any of the community, recreation facilities or any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the Members, may call for a vote by the Members to determine if that property should be demolished or replaced. If 90 percent of the Members determine that the property should be demolished or replaced, the costs thereof are to be assessed against all of the Association's Members in accordance with Article 13 hereof.

7.00 Officers

7.01 Designation. Association officers are its President, Vice President, Secretary and Treasurer. The Secretary may also hold the office of Treasurer. The President is a member of the Board. The Board may appoint Assistant Secretaries and Treasurers as deemed necessary. All officers must be Association Members, except Sponsor-designated Trustees.

7.02 Officer Elections. Association officers: are elected annually by the Board at its organizational meeting or the first meeting of each new Board; hold office until their successors are elected or appointed and qualified by the Board; hold office at the Board's pleasure; and, may be removed either with or without cause and their successor elected at any Board meeting called for such purpose upon the affirmative vote of a majority of the Board members.

7.03 President. The President is the Association's chief executive officer and presides at all Member and Board meetings. The President has the general power and duties usually vested in the office of president of an association, including, but not limited to; the power to appoint committees from among the Members from time to time as deemed appropriate to assist in the conduct of the affairs of the Association; the power to execute deeds, contracts and other instruments in the Association's name and on its behalf and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and executing thereof is delegated by the Board to another Association officer or agent.

7.04 Vice-President. In the President's absence the Vice President performs all duties of the President, as well as such other duties the Board requires.

7.05 Secretary. The Secretary attends all Board and Member meetings, records all votes; takes and keeps records of all meetings, proceedings and resolutions in a minute book kept for that purpose; performs like duties for any committees when requested; keeps and has charge of the list of Members required to be kept as per Article 3.06 hereof, the minute books and such records and papers as the Board directs; has custody of the corporate seal and when the Board authorizes affixes it to

instruments requiring it and attests to same when appropriate; performs all duties incident to the office of Secretary, including the sending of notices of meetings to the Members, the Board and committees; and performs such other duties as may be prescribed by the Bylaws, Board or President.

7.06 Treasurer. The Treasurer: is responsible for Association's funds and securities; keeps full and accurate accounts of receipts and disbursements in books belonging to the Association; deposits all monies, checks and other valuable effects in the name and to the credit of the Association in depositories the Board designates; disburses Association's funds as the Board orders and makes proper vouchers for same; and gives the President and Board accountings of transactions made and of the Association's financial condition at regular meetings or whenever Trustees or the Board request.

7.07 Officer Compensation. Association officers serve without compensation except that they are entitled to reimbursements for all expenses reasonably incurred in the discharge of their duties.

7.08 Other Powers and Duties. Officers have such other duties, powers and responsibilities as the Board authorizes from time to time.

8.00 Indemnification and Exculpation of Officers, Trustees and Committee Members.

(A) The Association indemnifies every current and past Trustee, officer and committee member and each of their heirs, executors and administrators against all losses, costs and expenses, including counsel fees, reasonably incurred by an indemnitee in connection with any action, suit or proceeding to which they are made a party by reason of being or having been an Association Trustee, officer or committee member, except if they are finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of settlement, indemnification is provided only in connection with matters covered by the settlement and for which the Association receives advice of counsel that, by a preponderance of the evidence then known, the indemnitee was not guilty of gross negligence or willful misconduct in the performance of Association duties. Costs of Association indemnification are Association Common Expenses. This Article does not obligate the Association to indemnify anyone against whom allegations are based on their actions or status as Condominium resident, Member or Unit Owner.

(B) Unless acting in bad faith, neither the Board as a body nor any past or current Trustee, officer, or committee member is to be personally liable to any Unit Owner in any respect for any action or lack of action arising out of execution of their office or position. Each Unit Owner is bound by the good faith actions of the Board, officers and committee members in the execution of their duties.

Nothing contained herein exculpates Board members appointed by Sponsor from their fiduciary responsibilities.

9.00 Fiscal Year. The fiscal year of the Association begins on January first of each year, unless changed by a vote of two-thirds of the full Board.

10.00 Corporate Seal. The Association's corporate seal consists of two concentric circles between which is inscribed the Association's name and within the circumferences of the inner circle the words "Incorporated, New Jersey" and its year of incorporation appear.

11.00 Amendments to Bylaws. These Bylaws and the form of administration set forth herein may be amended by the affirmative vote of 67 percent of the total number of votes of Association Members and within the limitations prescribed by law. No such modification is effective until embodied in a instrument recorded in the office of the Recording Officer.

The Sponsor is not permitted to cast any votes held by it for unsold lots, parcels, Units or interest to amend the Master Deed, Bylaws or any other document to change the permitted use of a lot, parcel, Unit or interest; or for the purpose of reducing the Common Elements or facilities.

12.00 Dissolution.

12.01 Procedure. If it is deemed advisable and a benefit to Association Members that the Association be dissolved, the procedures for dissolution set forth in the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq. are to be followed.

12.02 Distribution of Assets. In the event of dissolution, the Association assets, after payment of all debts including mortgages and other encumbrances, are to be distributed to Unit Owners in proportion to the fair market value of their respective Units.

13.00 Members Maintenance Fees. Common Expense Assessments or maintenance costs for the Association and Condominium owned lands and facilities are computed on the basis of each Unit paying a proportion of the total operating budget of and all Association assessments except Remedial Assessments. The proportionate share to be paid by each Unit and Unit Owner will be equivalent to the particular Unit's appurtenant percentage interest, multiplied by the total operating budget of the Association. The budget is to provide for the complete allocation of the total of all assessments collected from the Unit Owners without any unallocated surplus remaining. Affordable Unit Owners payment of the Common Expense, Special and Emergency Assessments is calculated the same as the Market Unit Owners.

14.00 Reserves. The Board is not obligated to expend all of its revenues in any accounting period, and, by regular installment assessment payment, rather than by Special Assessments, must maintain reasonable and adequate reserves for, among other things; maintenance, repairs and replacement of those Common Elements or other common property that must be replaced on a periodic basis, emergencies, contingencies for bad weather or uncollected accounts. Despite anything herein to the contrary, in determining the Common Expenses and the preparation of a budget, the Board must specifically designate and identify what portion of the Common Expenses to be assessed against the Units is allocable to reserves for each separate item of repair and improvements. The same may be lumped together and must be kept in interest bearing savings or other appropriate investment vehicles. Interest or dividends earned are to remain allocated to such reserves and are not to be used for general Association purposes. The Board is permitted to keep additional cash on hand in a checking or petty cash account for the necessary discharge of its duties. The Board, at the time of budget adoption for the ensuing year must evaluate the adequacy of the replacement reserves and adopt a resolution stating that they are sufficient for the purposes set forth in this Article.

15.00 Agreement for Professional Management. Any agreement for professional management of the Association, or any other contract providing for services of the Sponsor, may not exceed one year. Any such agreement must provide for termination by either party (a) without cause and without payment of a termination fee on 90 days written notice and (b) for cause upon 30 days written notice.

16.00 Open Meetings of the Association. All meetings of the Transition Committee and the Board, except conference or working sessions at which no binding votes are to be taken, must be open to attendance by all Unit Owners.

16.01 Restrictions to Open Meetings. Despite the forgoing, the Board and the Transition Committee may exclude or restrict attendance at those meetings, or portions of same, at which any of the following are to be discussed:

- (A) matters the disclosure of which would be an unwarranted invasion of individual privacy;
- (B) pending or anticipated litigation or contract negotiations;
- (C) matters falling within the attorney-client privilege to the extent that confidentiality is required for the attorneys to exercise their ethical duties as lawyers; or

(D) matters involving the employment, promotion, discipline, or dismissal of a specific Association employee.

16.02 Minutes at Open Meetings. At each meeting or portions of meetings required to be open to all Unit Owners, minutes of the proceedings must be taken, and copies of those minutes must be made available to all Unit Owners before the next open meeting. The Board must keep reasonably comprehensive minutes of all its meetings showing its time, place, members present, subjects considered, actions taken, votes of each member, and any other information required by the Bylaws to be shown in the minutes. Minutes are to be available to Members upon request.

16.03 Notice Requirements for Open Meetings.

(A) Adequate Notice of any open meeting must be given to Unit Owners. "Adequate Notice" means written notice, at least 48 hours in advance, of the date, time, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting. It must accurately state whether formal action may or may not be taken. This notice must be: (1) prominently posted in at least one place on Condominium Property reserved for such or similar announcements and that is accessible to all Owners at all times; and (2) mailed, telephoned, telegrammed or hand delivered to at least two newspapers designated by the Board because they have the greatest likelihood of informing the greatest number of Unit Owners; and (3) filed with the Association Secretary or administrative staff person responsible for administering the Association's business office.

(B) At least once each year, within seven days following the annual Association meeting, the Board must post and maintain posted throughout the year, notice, in the locations established under (1) above, mail to the newspapers to which notices are sent under (2) above, and file with the Association Secretary or administrative staff person responsible for administering the Association's business office under (3) above; a schedule of the regular Board meetings to be held during the succeeding year and, to the extent known, the location, time and date of each meeting. If this schedule is thereafter revised, the Board, within seven days after the revision, must post, mail and submit such revision in the manner set forth above.

16.04 Emergency Meetings. If the Board must deal with matters of such urgency and importance that, in the Board's sole judgment, delay for the purpose of providing 48 hours advance notice would be likely to result in substantial harm to the interests of the Association; the notice will be deemed adequate if it is provided as provided in Article 16.03 above as soon as possible following the calling of the meeting.

16.05 Automatic Amendment on Change of Law. The provisions of Article 16.00 are automatically amended without necessity of Member or Board votes simultaneously on changes or additions to N.J.S.: 5:20-1.1 et seq. or issuance of judicial opinions on same, it being the intent that at all times Article 16.00 is to be consistent with same.

17.00 Transition Procedures.

17.01. Purpose. In order to provide for a timely mechanism to ensure that the Sponsor has properly discharged its warranty and construction obligations with respect to the Common Elements and other improvements which the Association may be obligated to maintain ("Other Improvements"), the Board may establish a Pre-Transition Committee (the "Committee"), consisting of five (5) Unit Owners other than the Sponsor ("Resident Owners"). The Committee shall consist of all current Resident Owner Board members and such other Resident Owners as may be required to constitute the full five (5) member Committee. Such other Resident Owner Committee members shall be elected by the Resident Owners only and serve until the control of the Board is vested in the Resident Owners. The Resident Owner Board members on the Committee shall serve only during their respective terms on the Board. In the event of any vacancies on the Committee other than Resident Owner Board member vacancies, the successor Committee members shall be appointed by the Resident Owner Board members within thirty (30) days of the occurrence of any such vacancies.

Within thirty (30) days after control of the Board is vested in Resident Owners, the Committee shall be reconstituted to consist of such Resident Owners, including Resident Owner Board members, as the Resident Owner Board members deem appropriate.

In the case of a tie vote by the Resident Owner Board members, vacancies on the Committee shall, under all instances be filled within fifteen (15) days after any such tie vote by a vote of the Resident Owners.

17.02. Authority. If formed, the Committee shall inspect and evaluate the condition of all Common Elements or Other Improvements, or any portion thereof which are not covered by performance guarantees posted with the municipality ("Bonded Improvements") and the Sponsor indicates in writing to the Committee are complete ("Notice of Completion") and ready to be inspected for compliance with the Sponsor's warranty and construction obligations, all with the assistance of qualified independent engineering and legal consultants to be selected by the Committee and paid from the Transition Expense Fund described in Section 5.11(AA) hereof. Thereafter, the Committee shall negotiate the appropriate remedial measures with the Sponsor and recommend to the Board of Trustees the terms and conditions upon which the Sponsor shall be released from liability with respect to each such completed portion of such Common Elements and Other Improvements, but not for warranty obligations for individual Units. Bonded Improvements shall be exempt from this process and the acceptance of same by the municipality shall be deemed conclusive evidence that the Bonded Improvements have been completed satisfactorily whereupon the Sponsor shall have no further warranty or construction obligations with respect to same, either to the Association or the municipality.

17.03. Procedure. The Committee shall cause each completed portion of the Common Elements and Other Improvements, other than Bonded Improvements, to be inspected by and obtain a report from a qualified independent engineering consultant within sixty (60) days after the Committee's receipt of each Notice of Completion. A copy of each said report shall be furnished to the Sponsor within ten (10) days after the Committee's receipt of same. Thereafter the Committee or its designated representative(s) and the Sponsor shall conduct one or more joint inspections of the improvements covered by the Notice of Completion and pursue such good faith negotiations as may be appropriate to resolve any differences with respect to the Sponsor's obligations regarding such completed improvements.

However, if no such agreement is reached within one hundred and eighty (180) days after the Committee's receipt of the Notice of Completion, then the Sponsor shall have the option to (i) proceed to binding arbitration to resolve all disputed recommendations of the Committee pursuant to the rules of the American Arbitration Association, (ii) accept such portions of the Committee's recommendations as it deems appropriate, or (iii) reject the Committee's recommendations in their entirety. If the Sponsor elects option (ii) above, then the Board shall execute a binding release of liability of the Sponsor with respect to all Committee recommendations acceptable to the Sponsor, subject to such independent legal counsel's approval as to form. Moreover, the Board and the Association shall not be obligated to pursue any claims with respect to any unresolved items under either option (ii) or (iii) until the expiration of one (1) year after the Resident Owners assume control of the Board, it being understood and agreed that by submitting each Notice of Completion to the Committee the Sponsor shall have been deemed to have waived for such one (1) year period any statute of limitations defenses with respect to Common Elements or Other Improvements covered by such Notice.

17.04. Binding Release. Any release of the Sponsor's liability executed by the Sponsor controlled Board of Trustees pursuant to this Article 17.00 shall be legally binding upon the Association, absolutely and forever, despite the Sponsor's control of the Board.

17.05. Transition Procedures After Resident Owner Control of Board. The procedures set forth in Section 17.03 shall apply to and be followed by the Sponsor and Resident Owner controlled Board of Trustees with respect to all Common Elements and Other Improvements for which there has been no previous Notice of Completion furnished to the Association by the Sponsor or if no Committee was

formed; provided, however, that a Resident Owner controlled Board shall not be obligated to utilize or follow the recommendations of the Committee.

17.06. Legal Effect. The provisions of this Article shall be construed to be complementary to and not in derogation of any other provisions of these By-Laws, the Master Deed, the Certificate of Incorporation or of any applicable statute or regulation of the State of New Jersey, including but not limited to N.J.S. 46:8B-12.1. Each Resident Owner's execution of the Power of Attorney set forth in the Unit Deed for his Unit shall constitute an irrevocable and binding consent to the terms of this Article. 17.09.

18.00 Miscellaneous.

18.01 Conflict. Despite anything to the contrary herein, if any provision of these Bylaws is in conflict with or in contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, then the requirements of the Master Deed, Certificate of Incorporation and those laws control.

18.02 Invalidity. The invalidity of any part of these Bylaws does not impair or affect in any way the enforceability or validity of its other provisions.

18.03 Notice. Unless otherwise set forth in the Master Deed or these Bylaws, any notice to Unit Owners is properly given when it is mailed, by regular post with postage prepaid, addressed to the Unit Owners at their mailing address as it appears on the records of the Association at the time of such mailing. Valid notice to Unit Owners may also be by, (a) personal delivery to any occupant of their Unit, or (b) by affixing notice to or sliding same under the front door of their Unit. Notice to one of two or more Unit co-owners constitutes notice to all co-owners. It is the continuing obligation of Unit Owners to immediately notify the Association Secretary in writing of any change of mailing address.

18.04 Waiver. The provisions of these Bylaws are not waived by failure to enforce or act upon same irrespective of the number of violations or breaches thereof that have occurred.

19.00 Due Process Procedures.

These Bylaws authorize the Association to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Association. The Board must establish a procedure to assure due process in cases where there is a question of a Unit Owner's compliance with the terms of these Bylaws, the Master Deed, the Certificate of Incorporation and the Rules and Regulations as they may be amended ("Governing Documents"). This process is intended to minimize the need to seek redress through the court system.

As used herein, "due process" refers to the following basic rights:

- (1) Written charges will be given to the Respondent.
- (2) A hearing will be held at which witnesses may appear and may be cross-examined and in which evidence may be introduced.
- (3) The basic principles of fairness will be applied.
- (4) A reasonable review of the pertinent facts and findings is to be made by the Board in case of an appeal.

The following due process procedures apply:

19.01 Actions Before Initiation of Formal Complaints. Any Unit Owner, officer or agent of the Association has the right to request a Unit Owner cease or correct any act or omission which appears to be in violation of the Governing Documents. This informal request is to be made before the formal complaint process is begun.

Where the alleged violation relates to the use of any common facilities or violation of any covenants, duties that may endanger persons, property or the equity of the Association; any agent of the Association, may, without further notice, suspend for a period of not more than 72 hours the right of any Unit Owner or other Unit occupant to use such common facility, if a verbal request to cease has not been complied with.

The Association may make initial attempts to secure compliance through correspondence with the Unit Owner or other Unit occupant which, to the extent known, will state the time, place, date and nature of the violation as well as the time period in which the violation must be corrected. Copies of that correspondence must be maintained in the Covenant Committee or the Association's files. A copy may be sent to the Association's legal counsel.

In the case of disputes between Unit Owners regarding activities within Units or appurtenant Limited Common Elements, the Association has the right to not become involved in a dispute or act on a complaint unless there are two or more complaining parties.

19.02 Written Complaints. If the actions described in Article 19.01 above are unsuccessful, the formal complaint process will be initiated upon the filing of a written complaint by any Unit Owner, officer, Trustee or agent of the Association with the Association. All complaints must contain a written statement of charges setting forth in ordinary and concise language the acts or omissions with which the Respondent is charged. The complaint should specify the specific provisions of the Governing Documents that the Respondent is alleged to have violated, if known, but must not contain merely a recitation of charges phrased in the language of the Governing Documents without supporting facts as to each such charge. The complaint must be as specific as possible as to times, dates, places and persons involved in sufficient detail so that the Respondent can prepare a defense. The complaint must contain the following:

"Article 17 and 19 of the this Association's Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights."

19.03 Preliminary Investigation. On receipt and consideration of a written complaint, the Board may request that its managing or other agent make a preliminary investigation as to its validity and to promptly report their findings to the Board. If the conditions complained of have been corrected or if the complaint is for any other reason no longer valid, the Board will determine the appropriate disposition of the matter and will respond in writing to the complainant. If the preliminary investigation indicates the need for further action, the Board may then proceed as appropriate with the steps set forth below.

19.04 Service of the Complaint. If the preliminary investigation indicates that further action is necessary, the Board will serve a copy of the complaint on the Respondent in the manner set forth in Article 18.03 hereof. Service by mailing shall be deemed effective two days after mailing in a regular depository of the United States mail with proper postage affixed. The complaint must be accompanied by a post card or other written form as described in Article 19.06 below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the Respondent may be made in any case unless the Respondent has been served as provided herein.

19.05 Notice of Hearing. Along with service of the complaint, the Board must cause a Notice of Hearing, as provided herein, to be served upon the Respondent at least 15 days before the date scheduled for the initial hearing. The Notice of Hearing will be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before the Covenants Committee of the Association at ____ on the ____ day of ____ 20__ at the hour of ____ upon the charges made in the attached complaint hereby served upon you. You: may be present at the

hearing; may, but need not be represented by counsel; may present relevant documentary or testimonial evidence; and you will be given full opportunity to cross-examine all witnesses who testify against you. You are entitled to request the attendance of witnesses and the production of books, documents, or other items to be used against you by the complainant by applying to the Covenants Committee of the Association.

Article 17 and 19 of the Association's Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights."

If any parties can promptly show good cause as to why they cannot attend the hearing on the date set and indicate the dates and times on which they will be available, the covenants Committee may adjourn the hearing and promptly deliver to the complainant and the Respondent a notice of the new hearing date.

19.06 Notice of Defense. Service of Complaint and Notice of Hearing must be accompanied by a Notice of Defense. The Notice of Defense must state, that as the respondent, you:

- (1) attend any hearing held by the Covenants Committee on the complaint, and/or
- (2) object to the Complaint on the grounds that it does not state the acts or omissions or the relevant sections of the Governing Documents that are alleged to have been violated and upon which the Covenants Committee may proceed; and/or
- (3) object to the form of any Complaint that is so indefinite or uncertain that the Respondent cannot properly prepare a defense; and/or
- (4) admit to the Complaint in whole or in part, in such event, the Covenants Committee will meet to determine appropriate action or penalty, if any.

Article 17 and 19 of the Association's Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights.

Any objections to the form or substance of the Complaint must be considered by the Covenants Committee within 45 days of receipt. The Covenants Committee must make its determination and notify all parties in writing by the end of the 45 day period. If the Complaint is found to be insufficient, the complaining party has 15 days in which to amend the Complaint to make it sufficient. The same procedure set forth above will be followed with respect to any amended Complaint. If the Covenants Committee determines that the Complaint is still insufficient they may dismiss the matter.

19.07 Cease and Desist Request. The Board may, at its own discretion, issue a cease and desist request along with the Complaint, statement to Respondent, and Notice of Defense. The Cease and Desist Requests must be in the following form:

The Board of Trustees has received the attached Complaint and hereby requests that you Cease and Desist such acts or actions until such time, if any, as the ruling of the Covenants Committee or Board of Trustees or Court of Law permits. Failure to comply may result in penalties greater than those which would have been imposed for a single violation.

Article 17 and 19 of the Association's Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights.

19.08 Amended Complaints. At any time before the initial hearing date, an amended complaint may be filed by the Complainant. All parties must be notified in the manner herein provided of the content of same. If the amended complaint contains new charges, the Covenants Committee must afford the Respondent a reasonable opportunity to prepare a defense.

19.09 Discovery/Statements. On written request to the other party, made before the initial hearing date and within 15 days after service of the Complaint or within ten days after service of any amended Complaint, either party is entitled to obtain the names and addresses of witnesses to the extent known to the other party and to inspect and make copies of any statements, writings, photographs, and to investigative reports relevant to the subject matter of the hearing.

Nothing herein, however, authorizes the inspection or copying of any writing or other thing that is privileged from disclosure by law or otherwise made confidential or protected, as, for example, an attorney's work product. Any party claiming that their request for discovery was not complied with must submit a petition to request discovery to the Covenants Committee who will then make a determination and issue a written order setting forth the matter or part thereof that the petitioner is entitled to discover.

Any time ten or more days before the initial date of the hearing or a continued hearing, any party must mail or deliver to the opposing party a copy of any sworn statement, which that party proposes to introduce into evidence. Unless the opposing party, within seven days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the author, the opposing party's right to cross-examine that author is waived and the sworn statement, if introduced into evidence, will be given the same effect as if the author had testified orally. If any opportunity to cross-examine a statement's author is not afforded after request is made as provided above, the statement may be introduced in evidence, but it must only be given the same effect as hearsay evidence.

19.10 Constraints on the Covenants Committee. Each Covenants Committee member must make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of each matter before it. Any member incapable of such objective consideration on any matter must disclose same to the parties, cannot participate in the proceedings and have that fact recorded in the minutes of the Covenants Committee. Any Covenants Committee member has the right to challenge any other member who is alleged to be unable to function in a disinterested and objective manner.

Before any hearing, the Complainant and Respondent may challenge any Covenants Committee member for any valid legal reasons so as to cause that member to be disqualified from consideration of the matter. If challenged Covenants Committee members do not voluntarily disqualify themselves from consideration of the matter, the Board must meet within 35 days to determine the sufficiency of the challenge. If the Board sustains the challenge, the challenged members are disqualified and the remaining Covenants Committee members will be available to participate in the hearing and decision. All decisions of the Board regarding eligibility of Covenants Committee members are made in its sole discretion and are final.

19.11 Hearing. The Covenants Committee determines the way all hearings are conducted, as long as the rights set forth herein are protected. The hearing need not be conducted using any technical rules relating to evidence and witnesses. The Covenants Committee selects a person to service as hearing officer and to preside over the hearing. A hearing officer need not be a Unit Owner or a member of the Covenants Committee. Counsel for the Association may, at the discretion of the Board, be present at hearings and may serve as hearing officer. Upon the commencement of the hearing, the hearing officer will explain the rules and procedures that will be followed during the hearing.

Neither the Complainant nor the Respondent must be in attendance at any hearing. At the request of either the Complainant or Respondent or on its own motion, the Covenants Committee may conduct a hearing in private session. In doing so the Covenants Committee may elect to have each witness testify before it in closed session, without any other witnesses being present. Despite this, at all hearings the Complainant and Respondent have the right to be present.

Each party has the right to do the following, but may waive any or all of the right to:

- (1) make an opening statement,
- (2) introduce evidence, testimony and witnesses,
- (3) cross-examine opposing witnesses,
- (4) rebut evidence and testimony by presenting your own testimony and witnesses,
- (5) make a closing statement before the Covenants Committee closes the hearing.

If the Complainant or Respondent does not testify on their own behalf, each may still be called and questioned. In such event the party called to testify may avail themselves of whatever Constitutional rights apply to the situation.

Whenever the Covenants Committee has begun to hear a matter, if a Covenants Committee member is later disqualified before a final determination is made, the remaining Covenants Committee members will continue to hear the matter. In the case of any tie votes, the hearing officer must cast a vote to break the tie. Oral evidence must only be given on oath or affirmation taken by the witness and administered by a Covenants Committee member or the hearing officer.

19.12 Disposition of Complaint. On the conclusion of hearings on a matter, the Covenants Committee must make its decision and notify all parties of same in writing within 30 days after the hearings are closed. The decision need not state any reasons to support same and if the Covenants Committee finds that there has been a material violation of any restrictive provision in the Governing Documents, it may impose the penalties authorized in the Governing Documents including but not limited to the suspension of privileges of membership in the Association and right to use the Common Elements, recreation and other facilities of the Association; and/or the imposition of fines or other remedies to the extent that the Board is permitted to do so by the Governing Documents and applicable law.

19.13 Appeal to Board. Any Respondent found by the Covenants Committee to have committed a material violation of any provision of the Governing Documents has the right to appeal the decision to the Board. Any such appeal must be in writing and filed with the Secretary or managing agent of the Board within 30 days after the decision of the Covenants Committee is rendered. The Board may, by at least a 75 percent vote of its entire membership, reverse or modify such decision or the penalty imposed after reviewing written grounds for the appeal presented by the Respondent when it files its appeal and a written response to same filed by the Covenants Committee, which is to be prepared and filed with the Board within 30 days after the appeal is forwarded to the Covenants Committee. In addition, the Board has the right to consider other matters of record and to hear oral argument as may be appropriate for it to render its decision. The Board will dispose of any appeal by written decision within 60 days after it receives the Covenants Committee's response. Any Board determination is rendered in its sole and absolute discretion and is final. However, any such determination is not binding upon an appellant who has the right to take action in a court of competent jurisdiction. Any such appeal must be commenced by the filing of the appropriate pleading with the clerk of the applicable court within 45 days of the date of the written decision of the Board.

19.14 Mediation Alternative. Before beginning any hearing before the Covenants Committee, in order to settle the dispute in good faith, any party to the dispute or the Committee on its own behalf may request mediation of the dispute by an impartial mediator appointed by the Committee. The Complainant and Respondent must appear before the mediator at a mediation session if requested by the mediator. All mediations will be completed within 30 days after appointment of the mediator unless the Committee extends this time period for good cause. If a settlement is not reached, all relevant time periods for the Covenants Committee hearings are extended for 40 days.

19.15 Intent. The procedures herein are to; serve as a protection to Unit Owners, to assure that due process rights are protected in an adversarial proceeding, and to be guidelines for the Board and the Covenants Committee discharging their duties to enforce the Governing Documents. The Board and the Covenants Committee, as appropriate, may determine the specific way the procedures will be

applied to and implemented by each of those bodies respectively, provided that at all times the due process rights of the participants are protected.

Any inadvertent omission or failure to conduct an adversary hearing in exact conformity with this Article or Article 17 does not invalidate the results of any proceeding, as long as a prudent and reasonable attempt was made to insure due process according to the general steps set forth herein.

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EXHIBIT F

PERCENTAGE OF INTEREST SCHEDULE

Bldg/Floor/ Code	Unit No.	Unit Type ¹	Market/Affordable ²	Percentage Interest
North/1st/1N1	227	C2	Aff	1.87%
North/1st/1N2	228	C2	Aff	1.87%
North/1st/1N3	229	T	Mkt	2.01%
North/1st/1N4	230	T	Mkt	2.01%
North/1st/1N5	231	C2	Aff	1.87%
North/1st/1N6	232	C2	Aff	1.87%
North/1st/1N7	249	C2	Aff	1.87%
North/1st/1N8	250	C2	Aff	1.87%
North/1st/1N9	233	T	Mkt	2.01%
North/1st/1N10	234	T	Mkt	2.01%
North/1st/1N11	225	C2	Aff	1.87%
North/1st/1N12	226	C2	Aff	1.87%
North/2nd/2N1	236	N	Mkt	2.01%
North/2nd/2N2	237	T	Mkt	2.01%
North/2nd/2N3	238	OY	Mkt	2.11%
North/2nd/2N4	239	WO	Mkt	2.11%
North/2nd/2N5	240	OY	Mkt	2.11%
North/2nd/2N6	241	T	Mkt	2.01%
North/2nd/2N7	235	N	Mkt	2.01%
North/3rd/3N1	243	N	Mkt	2.01%
North/3rd/3N2	244	T	Mkt	2.01%
North/3rd/3N3	245	OY	Mkt	2.11%
North/3rd/3N4	246	WO	Mkt	2.11%
North/3rd/3N5	247	OY	Mkt	2.11%
North/3rd/3N6	248	T	Mkt	2.01%
North/3rd/3N7	242	N	Mkt	2.01%
South/1st/1S1	102	C1	Aff	1.87%
South/1st/1S2	103	C1	Aff	1.87%
South/1st/1S3	104	T	Mkt	2.01%
South/1st/1S4	105	T	Mkt	2.01%
South/1st/1S5	106	N	Mkt	2.01%
South/1st/1S6	107	N	Mkt	2.01%

¹ T - The Tenyck; N - The Neshanic; OY - The Old York; WO - The White Oak; C1 - COAH Unit 1 Bedroom; C2 - COAH Unit 2 Bedroom

² Mkt - Market Rate Unit; Aff - Income Qualified Affordable Unit (subject to COAH guidelines)

Bldg/Floor/ Code	Unit No.	Unit Type	Market/Affordable	Percentage Interest
South/1st/1S7	108	T	Mkt	2.01%
South/1st/1S8	109	T	Mkt	2.01%
South/1st/1S9	101	N	Mkt	2.01%
South/2nd/2S1	111	N	Mkt	2.01%
South/2nd/2S2	112	T	Mkt	2.01%
South/2nd/2S3	113	T	Mkt	2.01%
South/2nd/2S4	114	N	Mkt	2.01%
South/2nd/2S5	115	N	Mkt	2.01%
South/2nd/2S6	116	T	Mkt	2.01%
South/2nd/2S7	117	T	Mkt	2.01%
South/2nd/2S8	110	N	Mkt	2.01%
South/3rd/3S1	119	N	Mkt	2.01%
South/3rd/3S2	120	T	Mkt	2.01%
South/3rd/3S3	121	OY	Mkt	2.11%
South/3rd/3S4	122	WO	Mkt	2.11%
South/3rd/3S5	123	OY	Mkt	2.11%
South/3rd/3S6	124	T	Mkt	2.01%
South/3rd/3S7	118	N	Mkt	2.01%

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EXHIBIT G

MAINTENANCE RESPONSIBILITY CHART RIVER TRACE AT BRANCHBURG A CONDOMINIUM

**Branchburg Township, Somerset County, New Jersey
(as of October, 2006; subject to change)**

This Exhibit and the titles and headings used are not intended to describe, encompass or effect ownership or all maintenance functions nor to define all respective responsibilities between Unit Owners and the River Trace at Branchburg Condominium Association, Inc.. It is intended to be a guide only.

COMPONENT	INDIVIDUAL HOMEOWNERS		CONDOMINIUM ASSOC.	
	maintain	replace	maintain	replace
Air Conditioning	X	X		
Appliances	X	X		
Balconies, except snow removal, cleaning			X	X
Chimney - facade, sealing and chase			X	X
Doors - lock, hardware, screen, glass, frame, sash, flashing, sill, mounting to bldg. exterior, etc.	X	X		
Driveways - including snow removal			X	X
Ducts and Vent Systems	X	X		
Electrical Components - switches, outlets, circuit breakers, wires serving only 1 unit	X	X		
Electric Wires - except those serving one unit only			X	X
Exterior Door - painting			X	X
Floors - inner surface of finished flooring (wood, tile, carpet and padding, etc.) and flooring above the unit's upper-most subfloor originally installed by the Developer	X	X		
Floors - subflooring	X	X		
Foundation			X	X
Front Entry Stairs, Landings, and Handrails including snow removal			X	X
Garage Area			X	X
Grass - cut, water, feed			X	X
Gutters/Leaders			X	X

Gypsum Board	X	X		
Heating Ventilating System and filters	X	X		
Hot Water Heaters	X	X		
Landscaping - Ass'n or Developer installed trees, shrubs, foundation plants, mulch and weeding			X	X
Lights - exterior fixture/bulbs turned on/off from a unit	X	X		
Lights - exterior, all others			X	X
Mailbox - housing			X	X
Mailbox - key	X	X		
Parking Spaces			X	X
Patios - at ground level, except snow removal, cleaning			X	X
Plumbing Fixtures and Systems serving only 1 unit whether or not in the unit	X	X		
Plumbing - common to more than one unit			X	X
Privacy Fences, if any			X	X
Recreation Area - open areas, flag pole			X	X
Retaining Walls, if any			X	X
Roads			X	X
Roofs			X	X
Sidewalks			X	X
Smoke Detector and Carbon Monoxide Detector	X	X		
Snow Clearing - unit entry steps, landings, sidewalks, roads, driveways, parking areas, walks, patios, excludes balconies			X	X
Stairs, Landings and Hand-rails			X	X
Stairs - Interior to a Unit	X	X		
Storage Areas	X	X		
Storm Sewer System			X	X
Telephone Lines/Wires	X	X		

Trash and Recycling - structures, equipment & retrieval services			X	X
Unit - as defined in the Master Deed	X	X		
Utility Meters (not owned by the public utility supplier)	X	X		
Vents and Ducts	X	X		
Walkways			X	X
Walls - exterior			X	X
Walls - on a unit's interior and non-load bearing	X	X		
Walls - on a unit's interior and load bearing			X	X
Walls - between units			X	X
Water Pipes - serving only 1 unit	X	X		
Water Pipes - except if serving only 1 unit			X	X
Windows, including but not limited to, lock, hardware, screen, glass, frame, sash, flashing, sill, mounting to bldg. exterior	X	X		

Unofficial Document

EXHIBIT H

AFFORDABLE HOUSING PLAN
FOR
RIVER TRACE AT BRANCHBURG
A RESIDENTIAL CONDOMINIUM DEVELOPMENT
BY
RIVER TRACE, LLC

PREPARED BY: _____
Marcia Polgar Zalewski, Esq.

Record and Return to:
Goldstein & Zalewski, P.A.
73 Grove Street
P. O. Box 855
Somerville, NJ 08876

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EXHIBIT

ITEM

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B	Site Plan
C	Disclosure Statement for Owners of Affordable Housing
D	Recapture Mortgage
E	Recapture Mortgage Note

AFFORDABLE HOUSING PLAN
FOR
RIVER TRACE AT BRANCHBURG
A RESIDENTIAL CONDOMINIUM DEVELOPMENT

River Trace at Branchburg (the "Condominium") is to be located in the Township of Branchburg, County of Somerset, State of New Jersey (the "Municipality"). The developer of the Condominium is River Trace, LLC (the "Developer"). Pursuant to various approvals issued by the Municipality's Planning Board and other governmental authorities, the Condominium is intended to contain a total of eight (2) two-bedroom and two (2) one-bedroom homes whose occupancy is limited to qualified moderate or low income purchasers ("Affordable Homes") as set forth in the rules and regulations of the New Jersey Council on Affordable Housing ("COAH"). Ultimately five (5) Affordable Homes are intended to be sold to qualified moderate income purchasers and five (5) Affordable Homes are intended to be sold to qualified low income purchasers. The Condominium homes in the Condominium that are not subject to this Affordable Housing Plan, are called "Market Homes." This Affordable Housing Plan applies to the entire Condominium. If any provisions of this Affordable Housing Plan conflict with any law or regulation of the State of New Jersey, either now or in the future, that law or regulation controls.

1. Initial Sales Prices.

1. The following criteria applies in determining the sales prices:

(a) one bedroom Affordable Homes are to be affordable to 1.5 person households.

B. The initial sales prices of the Affordable Homes are established so that, after a down payment of five percent (5%), the monthly principal, interest, homeowner's insurance, property taxes (based on the restricted value of the Affordable Homes), and condominium or homeowner association fees do not exceed twenty-eight percent (28%) of the purchaser's eligible gross monthly income.

C. The median income limits for families is determined by the regional weighted average of the uncapped Section 8 HUD income limits for Somerset County. The maximum average sales price of the Affordable Homes will be affordable to household earning 57.5 percent of median income for Somerset County. By way of example, if the 2006 median income for a 1.5 member family is \$71,850.00, the average sales price for the Affordable Homes is to be affordable to families with an income of \$41,313.75 (i.e., \$71,850.00 X 0.575).

D. Low income units will be reserved for households with a gross household income less than or equal to 50 percent of the median income approved by COAH and moderate income units will be reserved for households with a gross household income less than 80 percent of the median income approved by COAH.

E. Before any Affordable Homes are offered for sale, the Developer will notify the Municipality of the prices of the homes to be offered and demonstrate how their prices comply with this Paragraph.

2. Part of Association.

The Affordable Homes will be a part of the River Trace at Branchburg Condominium Association ("Condominium Association"), and are subject to the same rules and regulations and entitled to the same rights and privileges as any other members in the Associations.

3. Floor Plans and Bedroom Distribution.

The Affordable Homes to be constructed will consist of the floor plans contained in Exhibit A attached hereto. The Affordable Homes are two-bedroom and one-bedroom, apartment-style flats. The Developer, subject to the approval of the Municipality's governing body (which will not be unreasonably withheld), has the right to add additional or modify floor plans for the Affordable

Homes as long as the replacement floor plans meet the criteria and provisions in this Affordable Housing Plan.

All Affordable Homes will have the same source of heat and power as provided to Market Homes.

Before beginning to sell any Affordable Homes, the Developer will notify the Municipality of the location and distribution of all Affordable Homes in the section of the Condominium then being marketed and the location and total number of the Affordable Homes that have been offered for sale in the entire Condominium.

4. Location/Phasing

The building, unit, model type, and the block and lot number of each of the Affordable Home are shown in Exhibits A and B of this Plan. Exhibit B will be revised by the Developer as needed to supply this information for all Affordable Homes as construction of the sections of the Condominium goes forward. In order for the Developer to be responsive to the market, while the Condominium is under construction, the Developer may move the location of the Affordable Homes in the Condominium and change their designation from low to moderate, or visa versa, as long as Paragraph 3 and the other terms hereof are capable of being complied with by the Developer when all Affordable Homes are completed. The Developer will notify the Municipality within 10 days of any such change in Affordable Home designation

The phasing in of Affordable Homes will be pursuant to the Municipal Affordable Housing Regulations and other governmental approvals. If Affordable Homes are to be constructed in sections, before construction of any home in the sections, the Developer will provide the Municipality with a statement certifying the bedroom distribution in that section and compliance with the phasing requirements.

5. Condominium Association Charges and Assessments

Affordable Homes are subject to Common Expense, Special and Emergency Assessments equal to and in the same manner as the market homes. Affordable Homes shall pay association fees and special assessment at 100 percent of that paid by market homes.

6. Deeds of Conveyance Provisions.

The deeds of conveyance for Affordable Homes shall include the following:

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property is governed by the "Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property" that was filed against the Property and recorded on _____, 2007 in Deed Book _____ at pages _____ through _____, in the Office of the Clerk of Somerset County (the "Restrictions" and is subject to all remedies set forth in the Restrictions. This is a (low or moderate) income unit.

The above will be in addition to the clause stating that the Affordable Home is subject to the provisions of the Master Deed for the Condominium.

7. Affordable Housing Certification. At the time of closing, each Affordable Home purchaser will sign Disclosure Statement for Owners of Affordable Housing in the form in Exhibit C, the Recapture Mortgage in the form in Exhibit D and the Recapture Mortgage Note in the form in Exhibit E. The attorney for the Affordable Home purchaser will record the Recapture Mortgage in the office of the county recording officer simultaneously with the recording of the unit deed.

8. Affordable Housing Regulations. All owners of Affordable Home take title subject to the COAH and the Municipality's Affordable Housing Regulations, if any, including but not limited to provisions regulating resales.

9. Ownership: Preferences.

All Affordable Homes must be owner-occupied and limited to households qualifying under this Plan until such time as this Plan expires by operation of law, subject to the provisions of the Municipality's Affordable Housing Regulations. If the number of qualifying purchasers for Affordable Homes exceeds the actual number of Affordable Homes being sold, if permitted by law, preference will be granted to purchasers who reside or work in the COAH region in which the Municipality is located.

10. Covenants Running With Land.

This Affordable Housing Plan and its exhibits will be recorded in the office of the county recording officer by the Developer as an exhibit to the Condominium Master Deed. The provisions of this Affordable Housing Plan and its exhibits, constitute covenants running with the land with respect to each Affordable Home, and will bind all purchasers of each such Affordable Home, their heirs, assigns and all persons claiming by, through their heirs, executors, administrators and assigns for the duration of this Plan.

11. Amendments and Revisions.

The Developer and its successors, including but not limited to the Condominium Association may not amend or alter this Affordable Housing Plan without first obtaining the approval of the Municipality, which approval will not be unreasonably withheld. If the Municipality fails to approve a proposed revision to this Plan within 30 days of receipt of it by the Municipal Clerk, the proposed revision is deemed approved unless the revision violates the provisions of applicable New Jersey and municipal law. Any approved revisions to this Plan must be in writing, contain proof of approval by the Municipality, and will not be effective until recorded in the office of the county recording officer.

Any modifications to the percentages of Association assessments charged to owners of Affordable Homes, set forth in Paragraph 5, above must first be approved by the NJ Council on Affordable Housing, pursuant to NJAC 5:93-7.4(e).

12. Administrative Fees.

The Developer of the Affordable Homes is responsible to pay or reimburse the Municipality for reasonable administrative fees due to any third party contracted to administer the initial sale and occupancy of the Affordable Homes.

13. Affirmative Marketing.

Before the Affordable Homes are offered for sale, the Developer must comply with the Municipality's Affirmative Marketing. The Developer will cooperate with the Municipality's Affordable Housing Administrator and abide by the Municipality's affirmative market procedures. If the Municipality administers its Affordable Housing Program with Municipal staff or a third party, the Developer will perform those tasks assigned by the Municipality subject to COAH rules and regulations.

14. Service Upon Municipality or Agency.

Wherever in this document the Municipality is authorized to receive letters, or other documents, the Municipal Clerk is the person designated to receive them.

15. Agreement. The Developer (or its successors and assigns) shall construct the Affordable Homes in accordance with the provisions of this Affordable Housing Plan.

WITNESS:

RIVER TRACE, LLC, Developer

BY: _____
Anthony J. Monticello, Sr., General Manager

STATE OF NEW JERSEY :
COUNTY OF SOMERSET :

I certify that on _____, 2010, Anthony J. Monticello, Sr., personally came before me and acknowledged under oath, to my satisfaction that he is the General Manager of River Trace, LLC, the limited liability company named in this Affordable Housing Plan; that he is signing this Affordable Housing Plan as the General Manager of the Company; and that this Affordable Housing Plan was signed and delivered by the Company as its voluntary act duly authorized by the Company.

Township of Branchburg

1077 US HIGHWAY 202 NORTH, BRANCHBURG, NJ 08876-3936

TELEPHONE: (908) 526-1300 x102

FAX: (908) 526-2452

WWW.BRANCHBURG.NJ.US

AFFORDABLE HOUSING SERVICES

DISCLOSURE STATEMENT FOR OWNERS OF AFFORDABLE HOUSING

I/we, _____, am making this certificate for my household in connection with my ownership of an Affordable Housing unit located in Branchburg Township. I am aware, that as the owner of an Affordable Housing unit I am subject to the requirements listed below as well as any others that may be added by the NJ Council of Affordable Housing (COAH) and/or the Township of Branchburg.

1. I/we understand that the Affordable Housing unit shall be utilized as my primary residence. Primary residence is defined as a unit wherein a household maintains continuing residence for no less than nine months of each calendar year.
2. I/we understand that I/we cannot rent out the Affordable unit to any other person, not even to a family member. If I/we have a temporary need to move away that is no fault of mine, such as my employer is temporarily assigning me to work a great distance from my home, or if I/we am/are being called up for military service, I/we should contact Affordable Housing Services, in writing, and ask for a 'temporary hardship waiver' of this rule. It is up to the Affordable Housing Administrator whether or not to grant this waiver.
3. I/we understand /we I cannot take out any loans of any kind secured by my Affordable unit unless I/we receive written consent from the Affordable Housing Administrator and that such requests must be made in writing. The total amount of mortgage loans that I am allowed to have is limited by law.
4. I/we understand that the price for which I/we can sell my Affordable unit is limited by law, and that the Affordable unit shall not be resold at a sales price that exceeds the initial sales price for the unit (base price) plus a restricted increase based on the percentage of change approved by the NJ Council of Affordable Housing (COAH).
5. Home improvements of Affordable Housing units shall be made at the owner's expense. As an owner I/we must obtain approval from the Affordable Housing Administrator to qualify for a resale price adjustment.
6. I/we also understand that as an owner of an Affordable Housing unit I/we shall at all times be required to give notice, in writing, to the Affordable Housing Administrator under the following circumstances:
 - An intent to sell.
 - A request for approval of any additional mortgage lien, home equity loan or refinancing.
 - Any notice of Foreclosure.
 - A proposed Home Improvement that may be eligible for a resale price adjustment.
 - Any proposed structural change to a unit.
 - A request to lease a sales unit.
 - A request for a Certificate of Exempt Transaction.
 - A request for a Hardship Waiver.





**TOWNSHIP OF BRANCHBURG
AFFORDABLE HOUSING SERVICES**

7. The restrictions imposed on my Affordable Housing unit are contained in an Affordable Housing Agreement, which I/we signed as the owner and was recorded with the deed in the Somerset County Clerks office.
8. I/we understand that as a Purchaser of an Affordable unit I/we was/were required to sign a repayment mortgage and note that obligates me to repay 95 percent of the difference between the fair market price and the restricted price that accrues to the unit during the restricted period. This payment is due at closing of the first resale of the unit if Branchburg has elected to release the affordable unit from the restrictions. Branchburg may elect to extend the controls for an additional period of time.
9. I/we understand the terms, restrictions and provisions of the Affordable Housing Agreement shall end: (1) at the first resale occurring after the ending date stated on the Affordable Housing Agreement on file for the individual unit provided Branchburg does not elect to extend the restrictions for an additional period of time; or (2) on the date when a first purchase money mortgagee receives a judgment of foreclosure on a restricted sales unit.
10. I/we understand as an owner of an Affordable Housing unit I/we shall be required to pay a resale service fee to Branchburg, as applicable, at the time of Notification of Intent to Sell. The fee shall be collected at time of closing and settlement of the resale. Fees are set from time to time by resolution.
11. I/we understand this is just a summary of the rules and regulations put forth by COAH and the Township of Branchburg and that these rules and regulations are subject to change.
12. Finally, I/we know that if I/we break any of these rules I/we will be breaking the law, and that I/we will be subject to penalties provided by law including having to pay fines and possibly losing my home.

By signing below, I hereby state that I have read and understand all of the information outlined in this Disclosure statement and that if I have any questions I may call Affordable Housing Services.

Head of Household/Owner 1 (Print Name)

Spouse/Owner 2 (Print Name)

Signature

Signature

Date

Property Address

Witnessed by:

(Seal)

(Seal)



**TOWNSHIP OF BRANCHBURG
AFFORDABLE HOUSING SERVICES**

State of New Jersey

} ss:

County of

I CERTIFY that on

, 20

personally came before me in person and stated to my satisfaction that

:

(a) made the attached deed;

(b) executed this deed as own act; and

(c) made this Deed for \$ as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

REPAYMENT MORTGAGE

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the ____ day of _____, 20____ by and between _____, (the "Owner") and the Township of Branchburg, by and through its Affordable Housing Services (the "Municipality"), in connection with the property described herein (the "Property");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, including but not limited to certification by the Municipality for participation in the Affordable Housing Program and for release by the Municipality of prior recorded restriction documents, the Owner has signed a Recapture Mortgage Note (the "Note") dated of even date herewith. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property. A non-exempt sale is defined as a sale at market price to any purchase who is not a qualified low or moderate income purchaser as set forth in the New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.8(b)(2), the "Regulations"). Under the Regulations, the Property is subject to this restriction on non-exempt sale for the entire duration of the thirty (3) year control period (the "Control Period") established pursuant to said Regulations. The amount of any such payment shall be determined by calculating Ninety-five Percent (95%) of the difference between (a) the actual sales price and (b) the regulated maximum sales price (Maximum Resale Price, or the "MRP") that would be applicable were the Control Period still in effect.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Branchburg Township in the County of Somerset, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. _____ Lot No. _____, and known by the street address: _____.

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the Municipality, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the State under regulations at N.J.A.C. 5:80-26.1, *et seq.* The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon

performance of the promises contained in the Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10.

SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the MRP that would be applicable were the Control Period still in effect.

Article 11.

SUBSEQUENT OWNERS

This Mortgage shall not be released with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12.

AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties.

Article 13.

SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14.

ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the Municipality.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST: _____

_____ (Owner)

_____ (Co-Owner)

STATE OF NEW JERSEY)

) ss:

COUNTY OF _____)

BE IT REMEMBERED, that on this the _____ day of _____ 20____ the subscriber _____ appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, depose and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and

(ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me
on the date set forth above.

NOTARY PUBLIC

RECAPTURE MORTGAGE NOTE

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of _____. For value received (referred to "Owner") promises to pay to the Township of Branchburg, acting by and through its Affordable Housing Services, which has its principal offices 1077 US Highway 202 North, Branchburg, New Jersey 08876 (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "Mortgage"), dated of even date herewith, on the property described below (the "Property"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

Upon the first non-exempt sale of the Property after the date of this Note, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Municipality.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Branchburg Township in the County of Somerset, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. _____ Lot No. _____, and known by the street address: _____.

Affordable Housing Plan
EXHIBIT E

Article 4.

WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5.

RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated:

ATTEST: _____ (Owner)

_____ (Co-Owner)

STATE OF NEW JERSEY)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this the _____ day of _____, 20__ the subscriber _____ appeared personally before me *(If more than one person signed the foregoing note and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing note and (ii) and that he/she has executed said note with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me
on the date set forth above.

NOTARY PUBLIC

Unofficial Document

EXHIBIT I

**STORMWATER MANAGEMENT
FACILITY AGREEMENT**

THIS AGREEMENT, dated _____, 2007, is made by and between **AMERICAN CLASSICS, LLC**, having an address of P.O. Box 5344, North Branch, NJ 08876, **RIVER TRACE, LLC**, having an address of P.O. Box 5344, North Branch, NJ 08876, **RIVER TRACE at BRANCHBURG HOMEOWNERS ASSOCIATION**, (Homeowners Association), having an address of P.O. Box 5344, North Branch, NJ 08876 (collectively the "Developer"), and the **TOWNSHIP OF BRANCHBURG**, in the County of Somerset, a municipal corporation of the State of New Jersey, with offices located at 1077 Route 202, Branchburg, New Jersey (the "Municipality").

WHEREAS, the Developer is the developer of a tract or parcel of land located at 965 Route 202 North in the Municipality and designated on the Tax Map of the Municipality as Block 53, Lot 1 and Block 55, Lots 9 and 10 (the "Property"); and

WHEREAS, the Developer filed a bifurcated application with the Board of Adjustment (the "Board") of the Municipality for preliminary and final site plan approval, together with variance and design waiver relief of the Development, as shown on the plans prepared by James V. DeMuro, P.E., L.S. of DeMuro Associates, dated April 20, 2005 and last revised on March 27, 2006 (the "Plans"); and

WHEREAS, at its meetings of December 7, 2004, and December 6, 2005 the Board reviewed and approved the Developer's application for preliminary and final site plan approval, use variance and design waivers and subsequently confirmed that decision by written resolutions adopted on March 1, 2005, and January 18, 2006, ("the Resolutions");

WHEREAS, the Plans include a swale, a Vorsentry VS40, and a Drainage Easement over Stream Encroachment Easement #1; detention basin facility, oil separators and appurtenances as shown Exhibit A, collectively referred to as "Stormwater Management Facility;" and

WHEREAS, Section 12-1.11 of the Land Development Ordinances of the Municipality (the "Ordinance") requires the execution of an agreement with the Municipality to ensure the operation and maintenance of the Stormwater Management Facility.

NOW, THEREFORE, in consideration of the foregoing, and the agreements and conditions set forth herein, it is mutually agreed to between the parties hereto as follows:

1. Best Management Practices. Developer agrees to perform all Best Management Practices required by New Jersey Department of Environmental Protection ("DEP") regulations, and shall semi-annually submit an inspection report to the Township Engineer, depicting what was inspected and the corrective action taken, as required by the DEP regulations.

2. Preventative Maintenance of Stormwater Management Facility.
Developer agrees to perform preventative maintenance of the Stormwater Management Facility on a regular basis and include at least semi-annual inspections as well as inspections after each heavy rain. Such preventative maintenance activities shall include the following:

- a. grass cutting and fertilizing;
- b. silt and debris removal;
- c. erosion restoration for filling of scour holes and repair of damaged vegetative cover;
- d. structural repairs and upkeep of riser parts;
- e. elimination of mosquito breeding habitats;
- f. review of maintenance and inspection work to identify where the maintenance program could be more effective; and
- g. training of staff relative to preventative maintenance procedures.

3 Corrective Maintenance of Stormwater Management Facility. Developer

agrees to perform corrective maintenance on an as-needed or emergency basis and shall include the following:

- h. structural repairs;
- i. mosquito extermination;
- j. removal of debris;
- k. sediment and trash removal which threatens discharge capacity;
- l. erosion repair;
- m. snow and ice removal;
- n. to the extent applicable, fence repair; and
- o. restoration of vegetated and non-vegetated linings.

4. Maintenance Schedule and Supplemental Procedures. The aforementioned maintenance procedures shall be performed in accordance with the maintenance schedule and procedures outlined in the Operations and Maintenance Manual entitled "Operation and Maintenance Manual for River Trace at Branchburg", dated March 27, 2006, revised May 2, 2006 prepared by James DeMuro, P.E. The Operations and Maintenance Manual shall be kept by the property owner in a safe and known location. Maintenance and repair activity logs shall be maintained by the property owner and shall be provided to any appropriate governing authority upon their request.

5. Danger to Public. In the event that the Stormwater Management Facility becomes a danger to public safety or public health, or if the Stormwater Management Facility is in need of maintenance, the Municipality shall notify the Developer in writing. Upon such receipt of such notice, the Developer shall have fourteen (14) days to effect maintenance and repair of the Stormwater Facility in a manner that is approved by the Engineer of the Municipality or his designee; provided, however, that if the repairs are of an emergent nature, the Municipality may

provide telephonic, facsimile, overnight delivery or hand delivery notice to the Developer to effect immediate maintenance and repair of the Stormwater Management Facility. If the Developer fails or refuses to perform such maintenance and repair, the Municipality or the County of Somerset may immediately enter upon the Property with vehicles and equipment and proceed to perform such maintenance and repair and bill the costs thereof to the Developer. In the event of such entry by the Municipality or the County of Somerset, Developer agrees to indemnify and hold the Municipality and/or the County of Somerset harmless from and against any loss, damage, claim, suit or expense caused by or arising from any damage or injury to property or persons arising from or in connection with any rights hereby granted to the Municipality of the County of Somerset.

6. Municipal Access to the Site. The Developer grants the Township, and its successors and assigns the perpetual right to enter onto the property for the purpose of inspecting the stormwater facilities depicted on Exhibit A, and such emergent repairs as described in paragraph 4.

7. Conservation Restriction/Easement with the NJDEP. The Developer has entered into a grant agreement with the New Jersey Department of Environmental Protection (NJDEP) in connection with the Property. The Developer agrees that except to the extent that the NJDEP asserts jurisdiction over the enforcement of this Agreement, the Municipality shall enforce the terms and conditions herein. The Developer further agrees that in the event that it receives any notices that affect or change the terms of the Conservation Easement Agreement, the Developer shall provide the Township Engineer with a copy of said notice within five (5) business days of its receipt.

8. Notice. Except as set forth in Paragraph 4 with Respect to Emergency Notice, any notice related to this Agreement to be given to the Developer shall be sufficient if given in writing and sent first class mail, postage prepaid, addressed to the Developer at the address set forth at the beginning of this Agreement, unless the party delivers a substitute address to the other party by certified mail, return receipt requested, in which case the notice shall be sent to that address.

9. Successors and Assigns.

Wherever in this Agreement 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.

All terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

10. Governing Law.

This Agreement in all respects shall be governed and construed in accordance with the laws of the State of New Jersey.

11. Amendment.

The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Municipality, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate officials of the Municipality.

IN WITNESS WHEREOF, the said parties have hereunto caused this Agreement to be signed by their personal representatives and, if a corporation, have caused their proper seal to be affixed hereto, the day and year first written above.

ATTEST:

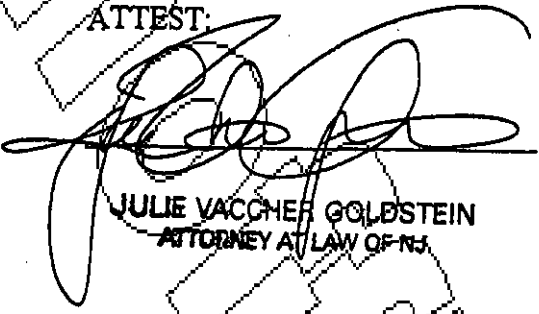
TOWNSHIP OF BRANCHBURG

Sharon Brienza, Clerk

By: _____

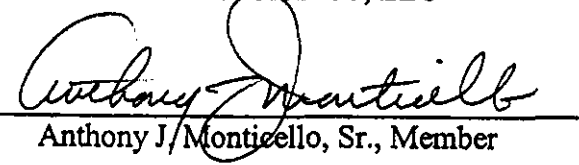
M. Kate Sarles, Mayor

ATTEST:

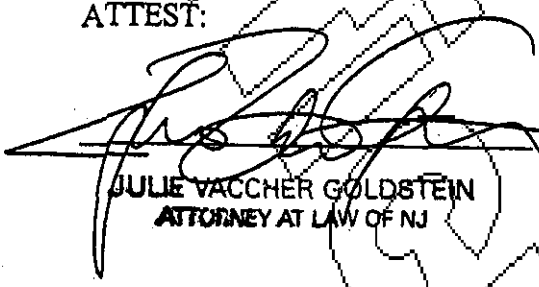

JULIE VACCHER GOLDSTEIN
ATTORNEY AT LAW OF NJ

AMERICAN CLASSICS, LLC

By:

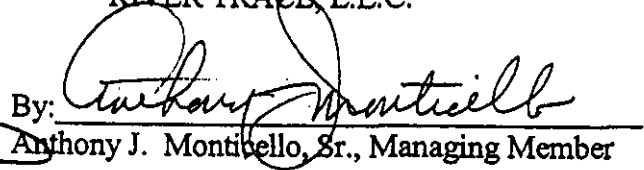

Anthony J. Monticello, Sr., Member

ATTEST:


JULIE VACCHER GOLDSTEIN
ATTORNEY AT LAW OF NJ

RIVER TRACE, L.L.C.

By:


Anthony J. Monticello, Sr., Managing Member

ATTEST:

President

HOMEOWNERS' ASSOCIATION

STATE OF NEW JERSEY:

SS.

COUNTY OF SOMERSET :

I CERTIFY that on _____, 2007, SHARON BRIENZA

personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) this person is the Clerk of the Township of Branchburg, the municipal corporation named in this Agreement;
- (b) this person is the attesting witness to the signing of this Agreement by the proper municipal officer who is the Mayor of the Township of Branchburg;
- (c) this Agreement was signed and delivered by the Township of Branchburg as its voluntary act duly authorized by a proper resolution of its Members;
- (d) this person knows the proper seal of the Township of Branchburg which was affixed to this Agreement; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and Sworn to before me on

_____, 2007.

Notary Public

STATE OF NEW JERSEY:

SS.

COUNTY OF SOMERSET:

I CERTIFY that on 4-18, 2007, before me, the subscriber, a notary public or an Attorney at Law of the State of New Jersey, personally appeared ANTHONY J. MONTICELLO, SR. who acknowledge under oath that:

- (a) he is the Member of American Classics, L.L.C.;
- (b) he is duly authorized to sign and deliver this Agreement on behalf of American Classics, L.L.C., and
- (c) this Agreement was signed by him on behalf of American Classics, L.L.C. as his/her voluntary act and deed.

Signed and Sworn to before me on

April 18 2007.


Julie Vaccher Goldstein, Esq.
An Attorney at Law of New Jersey

STATE OF NEW JERSEY:

SS.

COUNTY OF SOMERSET:

I CERTIFY that on 4-18, 2007, before me, the subscriber, a notary public or an Attorney at Law of the State of New Jersey, personally appeared ANTHONY J. MONTICELLO, SR. who acknowledge under oath that:

- (a) he is the Managing Member of River Trace, L.L.C.;
- (b) he is duly authorized to sign and deliver this Agreement on behalf of River Trace, L.L.C.; and
- (c) this Agreement was signed by him on behalf of River Trace, L.L.C. as his/her voluntary act and deed.

Signed and Sworn to before me on

April 18, 2007.


Julie Vaccher Goldstein, Esq.
An Attorney at Law of New Jersey

STATE OF NEW JERSEY:

SS.

COUNTY OF SOMERSET:

I CERTIFY that on _____, 2007, before me, the subscriber, a notary public or an Attorney at Law of the State of New Jersey, personally appeared _____ who acknowledge under oath that:

- (a) (s)he is the President of the River Trace at Branchburg Homeowners' Association
- (b) (s)he is duly authorized to sign and deliver this Agreement on behalf of the River Trace at Branchburg Homeowners' Association.
- (c) this Agreement was signed by [*] on behalf of River Trace at Branchburg Homeowners' Association as his/her voluntary act and deed.

Signed and Sworn to before me on

_____, 2007.

Notary Public

EXHIBIT A

PLAN DEPICTING STORMWATER FACILITIES

NOTE: IN WATER QUALITY SHADE
- IMPROVE AND MAINTAIN OF VEGETATION MUST BE MAINTAINED
ON A REGULAR SCHEDULE. SHALL BE MAINTAINED
ONCE A MONTH DURING GROWING SEASON (APRIL - OCTOBER)
AND MUST BE MAINTAINED TO BE MAINTAINED
FOR PROTECTION AND SCULPTURE.

NOTE: IN VERTICALLY SHADE
- RESPECT FOUR TIMES A YEAR
- CLEAN WITH STEAMER DOWN REARERS DIRT
- CLEAN UP ONCE A YEAR THROUGH
COMES POST.

NOTE: IN OR SEPARATION
- RESPECT FOUR TIMES A YEAR
- CLEAN SLUDGE WITH SIZED AND IN ACCORDANCE
WITH THE AMERICAN ENVIRONMENTAL MAINTENANCE
PROCEDURE. 647-487-4988

NOTE: IN OFFICIAL STRAIGHT
- IMPROVE AND MAINTAIN OF VEGETATION MUST BE MAINTAINED
ON A REGULAR SCHEDULE. SHALL BE MAINTAINED
ONCE A MONTH DURING GROWING SEASON (APRIL - OCTOBER)
AND MUST BE MAINTAINED TO BE MAINTAINED
FOR PROTECTION AND SCULPTURE.

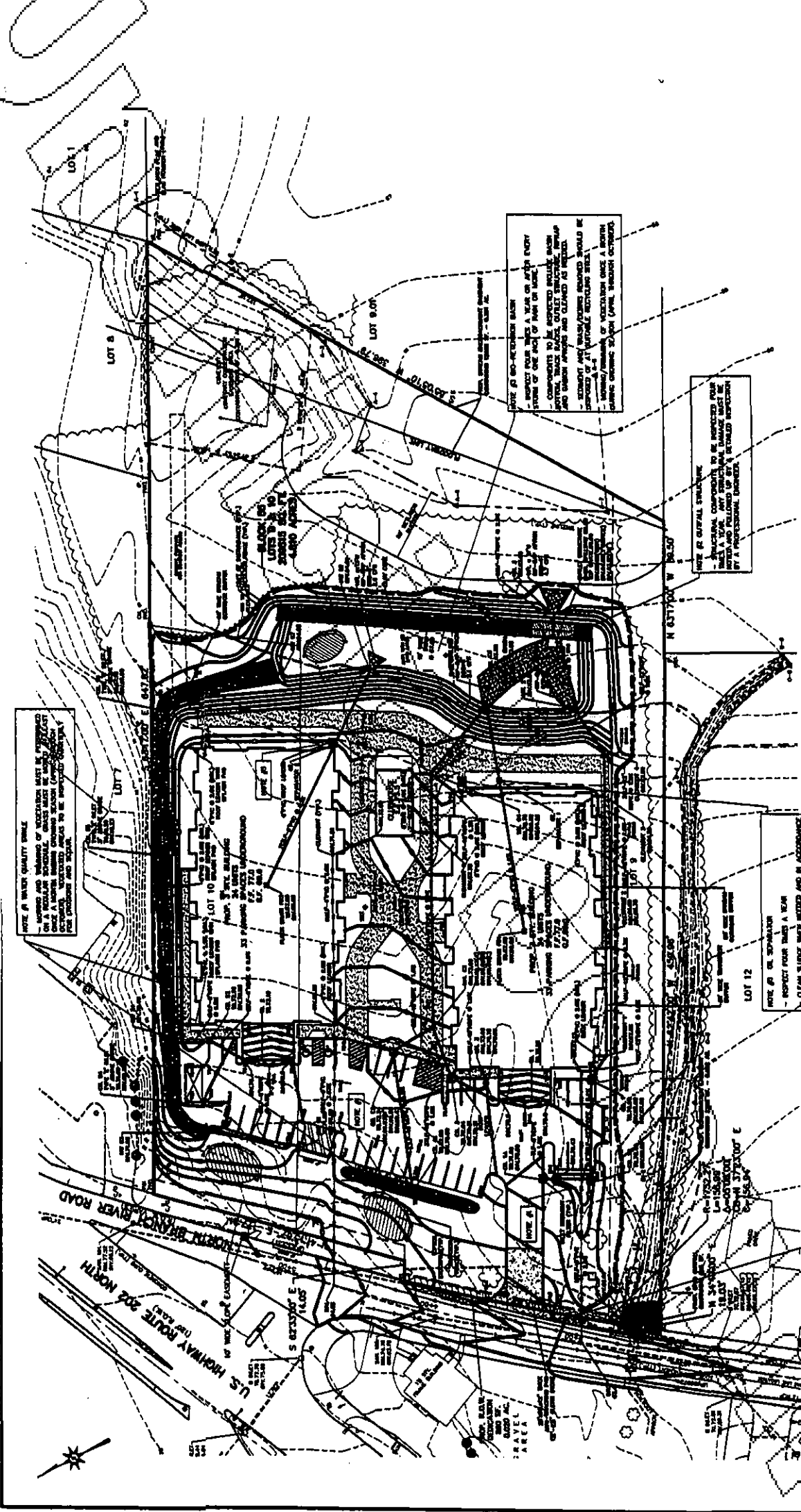
NOTE: IN 60-ACRE BARN
- RESPECT FOUR TIMES A YEAR ON EACH END
- IMPROVE AND MAINTAIN OF VEGETATION MUST BE MAINTAINED
ON A REGULAR SCHEDULE. SHALL BE MAINTAINED
ONCE A MONTH DURING GROWING SEASON (APRIL - OCTOBER)
AND MUST BE MAINTAINED TO BE MAINTAINED
FOR PROTECTION AND SCULPTURE.

DATE	NOV 24, 2000	SCALE	1" = 20'	PROJECT	STORMWATER MAINTENANCE EXHIBIT
DRAWN BY	DAVID J. DE MIRO	CHECKED BY	DAVID J. DE MIRO	PROJECT NO.	RIVER TRACE AT BRANCHBURG
DATE	NOV 24, 2000	SCALE	1" = 20'	PROJECT	BLOCK 55 - LOTS 9 & 10 AND BLOCK 53 - LOT 1
DRAWN BY	DAVID J. DE MIRO	CHECKED BY	DAVID J. DE MIRO	PROJECT NO.	BRANCHBURG TOWNSHIP
DATE	NOV 24, 2000	SCALE	1" = 20'	PROJECT	BRANCHBURG TOWNSHIP
DRAWN BY	DAVID J. DE MIRO	CHECKED BY	DAVID J. DE MIRO	PROJECT NO.	BRANCHBURG TOWNSHIP

JAMES V. DE MIRO
Professional Engineer, Land Surveyor & Planner
New Jersey License No. 12,123
Professional Seal No. 12,123
Professional Seal No. 12,123

LEGEND

WATER LINE	WATER MAIN
SEWER LINE	SEWER MAIN
STORMWATER LINE	STORMWATER MAIN
UTILITY LINE	UTILITY MAIN
PROPERTY LINE	PROPERTY MAIN
WATER MAIN	WATER MAIN
SEWER MAIN	SEWER MAIN
STORMWATER MAIN	STORMWATER MAIN
UTILITY MAIN	UTILITY MAIN
PROPERTY MAIN	PROPERTY MAIN



OPERATION AND MAINTENANCE MANUAL

RIVER TRACE AT BRANCHBURG

Block 53, Lot 1
and
Block 55, Lots 9 and 10

Branchburg Township
Somerset County

201-381

December 7, 2006
Revised March 19, 2007

By

DeMuro Associates
24 West Cliff Street
Somerville, N.J. 08876



James V. DeMuro, PE, LS
#21866

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INTRODUCTION

River Trace at Branchburg is located on North Branch River Road Route 202 in Branchburg Township, Somerset County, New Jersey. The site consists of a total tract area of approximately 5.505 acres, located in Block 53, Lots 9 and 10 in Branchburg Township. Proposed construction includes two 3-story buildings, parking, stormwater management facilities, sanitary sewer and associated utility services.

BACKGROUND DATA

The proposed residential project includes 1 on-site infiltration/detention basins.

This report has been written pursuant to N.J.A.C. 7:8-5.8 Stormwater Management Maintenance Requirements.

OWNERSHIP AND MAINTENANCE RESPONSIBILITY

The owner of the infiltration/detention basin facility during construction is American Classic, LLC, PO Box 5344, North Branch, N.J. 08876. The eventual owner of the detention facilities shall be the Homeowner's Association for River Trace at Branchburg.

The following parties shall be responsible for construction and maintenance of the proposed detention basin facility and water quality structure.

Construction and Temporary Maintenance

AMERICAN CLASSIC, INC
Attn: Tony Monticello
PO Box 5344
North Branch, N.J. 08876
908-285-1479

Maintenance (after completion of construction)

Detention Basin facilities: Homeowner's Association for River Trace at Branchburg
(to be established)

This shall be clearly stated in the by-laws of the Association.

OPERATION

Water quality for the proposed improvements has been achieved with the use of different on-site Best Management Practices (BMPs) taken from the New Jersey Stormwater Best Management Practices Manual, revised February 2004.

Sediment removal should take place when the basin is thoroughly dry. Disposal of debris, trash, sediment, and other waste material should be done at suitable disposal/recycling sites and in compliance with all applicable local, state, and federal waste regulations.

Mowing and/or trimming of vegetation must be performed on a regular schedule. Grass should be mowed at least once a month during the growing season. Vegetated areas must be inspected at least annually for erosion and scour. Vegetated areas should also be inspected at least annually for unwanted growth, which should be removed with minimum disruption to the planting soil bed and remaining vegetation.

When establishing or restoring vegetation, biweekly inspections of vegetation health should be performed during the first growing season or until the vegetation is established. Once established, inspections of vegetation health, density, and diversity should be performed at least twice annually during both the growing and non-growing seasons. If vegetation has greater than 50% damage, the area should be re-established in accordance with the original specifications and the inspection requirements presented above.

All use of fertilizer, mechanical treatments, pesticides and other means to assure optimum vegetation health should not compromise the intended purpose of the system. All vegetation deficiencies should be addressed without the use of fertilizers and pesticides whenever possible.

All structural components must be inspected for cracking, subsidence, spalling, erosion, and deterioration at least annually. Structural damage to outlet and inlet structures, trash racks and headwalls must be repaired promptly. The urgency of the repairs will depend upon the nature of the damage and its effects on the safety and operation of the facility. The analysis of structural damage and the design and performance of structural repairs should only be undertaken by a Professional Engineer.

Damage to embankments, and side slopes must be repaired promptly. Typical problems include settlement, scouring, cracking, sloughing, seepage and rutting. The urgency of the repairs will depend upon the nature of the damage and its effect on the safety and operation of the facility. The analysis of damage and the design and performance of geotechnical repairs should only be undertaken by a Professional Engineer.

Inspection and Maintenance Checklists and Logs are provided in Appendix "A" through "B".

Maintenance

The VortSentry should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, e.g., unstable soils or heavy winter sanding will cause the grit chamber to fill more quickly but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. CONTECH Stormwater Solutions recommends ongoing quarterly inspections of the accumulated sediment. Pollutant deposition and transport may vary from year to year and quarterly inspections will help insure the system is cleaned out at the appropriate time. Inspections should be performed more often in the winter months in climates where sanding operations may lead to rapid accumulations, or in equipment washdown areas. It is very useful to keep a record of each inspection. A simple form for doing so is provided.

The VortSentry should be cleaned when the sediment depth has accumulated to a depth of three feet in the treatment sump. Take two measurements with a stadia rod or similar measuring device; one measurement from the manhole opening to the top of the sediment pile and the other from the manhole opening to the water surface. If the distance measured is less than the distance given in the following table, the VortSentry should be maintained to ensure effective treatment.

Table 1. VortSentry Maintenance Indicators

VortSentry model designation	Diameter		distance between water surface and top of storage sump		sediment storage	
	ft	m	ft	m	yd ³	m ³
VS30	3	0.9	2.4	0.7	0.8	0.6
VS40	4	1.2	3.5	1.1	1.4	1.1
VS50	5	1.5	4.4	1.3	2.2	1.7
VS60	6	1.8	5.3	1.6	3.1	2.4
VS70	7	2.1	6.1	1.9	4.3	3.3
VS80	8	2.4	7.0	2.1	5.6	4.3

Note: To avoid underestimating the volume of sediment in the chamber, lower the measuring device to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile.

Cleaning

Maintaining the VortSentry is easiest when there is no flow entering the system. For this reason, it is a good idea to schedule the cleanout during dry weather. The most effective method of excavating pollutants from the VortSentry is to use a vacuum truck. Since there are no internal components that block access or view of captured pollutants, maintenance is virtually identical to maintaining a catch basin with a deep sump. Simply remove the manhole cover and insert the vacuum hose into the grit chamber. All pollutants can be removed from this one access point. Once the system is empty, manhole covers should be securely seated to ensure that surface runoff does not leak into the unit from above.

If a vacuum truck is not available, a "clamshell" grab may be used, but it is difficult to remove all accumulated pollutants with such devices.

In VortSentry installations where the risk of large petroleum spills is small, floating liquid contaminants may not accumulate as quickly as sediment. However, any spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use adsorbent pads since they are usually cheaper to dispose of than the oil water emulsion that may be

Maintenance

created by vacuuming the oily layer. Floating debris can be vacuumed or netted out separately if accumulation outpaces sediment accumulation.

[illegible]

- Table 2. VortSentry Maintenance Indicators**

VortSentry model designation	Diameter		Distance from water surface to top of storage sump		Sediment storage	
	ft	m	ft	m	yd ³	m ³
VS30	3	0.9	2.4	0.7	0.8	0.6
VS40	4	1.2	3.5	1.1	1.4	1.1
VS50	5	1.5	4.4	1.3	2.2	1.7
VS60	6	1.8	5.3	1.6	3.1	2.4
VS70	7	2.1	6.1	1.9	4.3	3.3
VS80	8	2.4	7.0	2.1	5.6	4.3

2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of a spill, the system should be cleaned immediately.

Laboratory Testing Data

Removal efficiency data for the VortSentry was collected using a full-scale VortSentry VS40 configured without the standard three-foot (0.9 m) sediment storage sump. This configuration simulates operating conditions in a system that is operating with 100% of its sediment storage capacity consumed. Testing the system in this manner produces a conservative estimate of system performance, since the addition of a three-foot (0.9 m) sump would decrease internal velocities, increase system residence time and presumably lead to improved removal efficiencies. The result is that systems in the field that are sized based on this data can be expected to consistently achieve equivalent or higher removal efficiencies for similarly sized material.

Laboratory testing of the VortSentry was conducted using OK-110, a pure silica sample with an average particle size of 110-microns. This material was metered into the four-foot diameter (1.2 m) VortSentry at an average concentration of 110 mg/L at flow rates ranging from 0.2-cfs to 2.0-cfs (6 l/s to 56 l/s). Removal efficiencies at each flow rate were calculated based on net sediment loads passing the influent and effluent sampling points. Results are illustrated in Figure 1. The laboratory testing protocol followed during these tests is summarized on the following page.

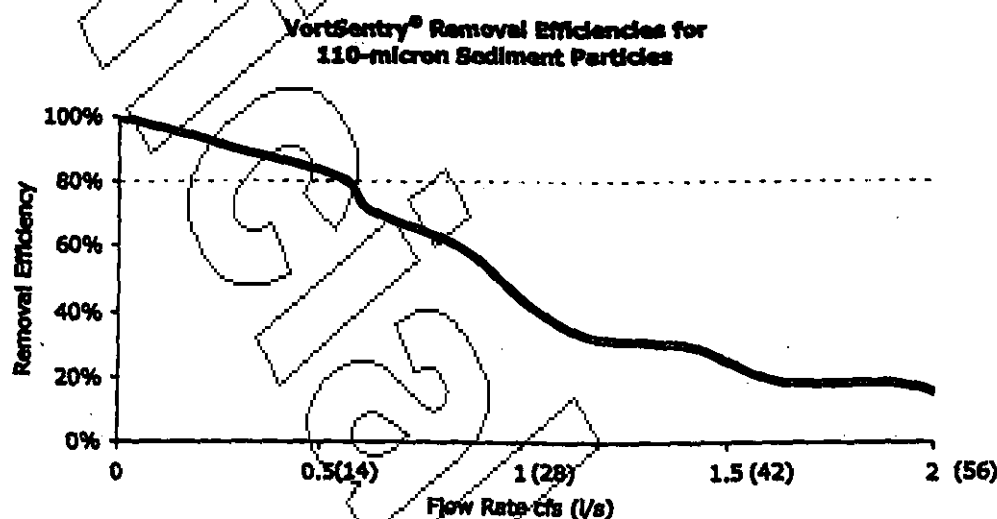


Figure 1. VortSentry Removal Efficiencies

Flow through the VortSentry may pass entirely through the treatment chamber or a portion of the flow may be diverted around treatment, depending on the water surface elevation in the inlet chamber. All flow passes through the treatment chamber at flow rates lower than 0.6 cfs (17 l/s) in the laboratory model. The flow partition directs a portion of the flow into treatment and the remainder is diverted in the head equalization chamber at influent flow rates higher than 0.6 cfs (17 l/s).

Runoff pooling in the head equalization chamber suppresses the rate of flow through the treatment chamber by reducing the head on the treatment chamber orifice. The result is that even as total flow rates through the VortSentry increase dramatically, flow rates through the treatment chamber remain relatively constant. Removal efficiencies through the treatment chamber also remain high and the risk of re-suspension is minimal.

Assuming that sediment in the inlet chamber is ideally mixed, removal rates through the system will decay according to the percentage of flow bypassed. This effect has been observed in the laboratory where the test system is designed to produce a thoroughly mixed inlet stream.

All VortSentry models have the same aspect ratio regardless of system diameter (i.e., an increase in diameter results in a corresponding increase in depth). Operating rates are expressed volumetrically.

Calculating Removal Efficiency

Removal efficiency at each operating rate is calculated according to the average of volumetric and Froude scaling methods and is described by equation 1.

Equation 1:
$$\left(\frac{\text{FlowRatePrototype}}{\text{FlowRateModel}} \right) = \left(\frac{\text{DiameterPrototype}}{\text{DiameterModel}} \right)^{2.75}$$

Equation 1 and actual laboratory test results were used to determine the flow rate which would be required for the various VortSentry models to remove 80% TSS.

Laboratory Quality Control Brief

The following protocol describes the operating procedures used to obtain the data included in Figure 1.

Sediment Source

The sediment used in the performance tests described in this paper was OK-110, a pure silica product available through U.S. Silica Company. The specific gravity is 2.65 and the particle size distribution is as described in the table below.

Table 3. U.S. Silica OK-110 Particle Size Distribution

Particle Size		Cumulative Passing%
USA Standard Sieve Size	Micron	
70	212	99.8
100	150	98.8
120	125	83.8
140	106	43
170	88	18
200	75	3

Flow Measurement and Regulation

Flow through the VortSentry is measured by an-Isco 4250 area-velocity flow meter with a low profile flow sensor. Flow is regulated by a 12-inch (300 mm) butterfly valve located upstream of the VortSentry. In order to simulate field conditions, flow rates are changed gradually to avoid flow surges through the system. Before sediment metering is initiated, the system is stabilized at the design flow rate for a minimum of five minutes.

Sediment Metering

All sediment is injected into the inlet pipe via a 1/2-inch (6-mm) flexible tube using a Watson Marlow 5058 peristaltic metering pump. OK-110 sediment and water are combined in approximately a 1/4 pound/gallon ratio in a holding tank and homogenized by a mixing propeller powered by a 1/3 horsepower motor. The mixer is activated before the flow control valve is opened and runs continuously throughout the test. The metering pump is activated once the system has been stabilized at the target flow rate for at least five minutes. The pump is run continuously until the last effluent sample is taken.

Sample Collection

All influent samples are taken from a six-inch (150 mm) gate valve located upstream of the VortSentry. A collection bin housing a 500-mL sample container is positioned beneath the valve. Immediately before each sample is taken, the valve is quickly opened and closed to eliminate any interference from particles that have settled in the low velocity region of the gate. This eliminates artificially high influent readings. Influent samples are taken after a minimum of three detention times have passed from the time that the metering pump is initiated. The time of each influent sample is recorded, and then the

Laboratory Testing Data

corresponding effluent sample is collected after the detention time. Effluent grab samples are collected at the discharge pipe, by sweeping the mouth of a 500-mL bottle through the exiting flow stream. Samples are annotated and refrigerated or immediately analyzed.

Background Concentrations

The CONTECH Stormwater Solutions laboratory test system recirculates water throughout each test. Initially water is stored in a 6000-gallon (22710 L) supply tank. Once the flow control valve is opened, water flows through a 12-inch (300-mL) pipe into the test tank. Upon exiting the test tank, effluent is held in a catch tank until it is pumped back into the supply tank.

In the event that sediment passes through the VortSentry, it is important to stop it from recirculating through the test system. Two silt fences are installed in the catch tank to prevent this from happening. To account for sediment that also passes through the silt fences, grab samples are taken from the supply tank at a point near the mouth of the pipe leading to the VortSentry. The concentration of these background samples is subtracted from the influent and effluent sample concentrations. Typical background concentrations are between 0 and 5 mg/L.

Sample Analysis

TSS samples are analyzed in the CONTECH Stormwater Solutions laboratory, following EPA method 160.2, a method for the measurement of total non-filterable solids. Volume measurements are accurate to 0.6 mL using a 500-mL graduated cylinder. An Acculab V-1 analytical balance with a readability of 0.001g is used to measure mass.

SECTION 02722

STORMWATER TREATMENT SYSTEM

PART 1.00 GENERAL

1.1 DESCRIPTION

A. Work included:

The Contractor, and/or a manufacturer selected by the Contractor and approved by the Engineer, shall furnish all labor, materials, equipment and incidentals required and install all precast concrete stormwater treatment systems and appurtenances in accordance with the Drawings and these specifications. The treatment system shall provide flow partitioned hydrodynamic treatment that removes sediment, free-floating pollutants, and oil particles. The treatment system must include the capability to partition flows, causing all runoff to be diverted into the treatment chamber during low-flow conditions. Flows exceeding the treatment capacity of the unit shall divert the excess flow around the treatment chamber to prevent re-suspension and washout of previously trapped pollutants.

1.2 QUALITY CONTROL INSPECTION

- A. The quality of materials, the process of manufacture, and the finished sections shall be subject to inspection by the Engineer. Such inspection may be made at the place of manufacture, or on the work site after delivery, or at both places, and the sections shall be subject to rejection at any time if material conditions fail to meet any of the specification requirements, even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the site shall be marked for identification and shall be removed from the site at once. All sections that have been damaged beyond repair during delivery will be rejected and, if already installed, shall be repaired to the Engineer's acceptance level, if permitted, or removed and replaced, entirely at the Contractor's expense.
- B. All sections shall be inspected for general appearance, dimensions, soundness, etc. The surface shall be dense, close textured and free of blisters, cracks, roughness and exposure of reinforcement.
- C. Imperfections may be repaired, subject to the acceptance of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final acceptance. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi (28 MPa) at the end of seven days and 5,000 psi (34 MPa) at the end of 28 days when tested in 3 inch (75 mm) diameter by 6 inch (152 mm) long cylinders stored in the standard manner. Epoxy mortar may be utilized for repairs.

1.3 SUBMITTALS

Shop Drawings

The Contractor shall be provided with dimensional drawings and, when specified, utilize these drawings as the basis for preparation of shop drawings showing details for construction, reinforcing, joints and any cast-in-place appurtenances. Shop drawings shall be annotated to indicate all materials to be used and all applicable standards for materials, required tests of materials and design assumptions for structural analysis. Shop drawings shall be prepared at a scale of not less than 3/16-inches per foot (1:75). Six (6) hard

EQUIPMENT AND MATERIALS

The following is a list of general maintenance equipment and materials.

1. Grass
 - a) Riding Mowers
 - b) Hand Mowers
 - c) Power Trimmers
 - d) Power Edgers
 - e) Seed Spreaders
 - f) De-Thatching Equipment
 - g) Grass Clipping and Leaf Collection Equipment
2. Vegetation
 - a) Saws
 - b) Pruning Shears
 - c) Hedge Trimmers
 - d) Wood Chippers
3. Debris, Trash and Sediment Removal Equipment
 - a) Loader
 - b) Backhoe
 - c) Grader
 - d) Pump for Dewatering
 - e) Vacuum Truck for Vortechics Chamber
4. Miscellaneous
 - a) Shovels
 - b) Rakes
 - c) Picks
 - d) Wheel Barrows
 - e) Gloves
5. Materials
 - a) Topsoil
 - b) Fill
 - c) Seed
 - d) Soil Amenities
 - e) Mulch
 - f) Paint Removers
 - g) Concrete Repair Material

APPENDIX A
MAINTENANCE CHECKLIST

Table A-1

**Maintenance Work Order and Checklist
for
Stormwater Management Facilities**

Name of Facility: _____

Location: _____

Date: _____

Grew: _____

Work Started: _____

Date: _____

Time: _____

Equipment: _____

Work Completed: _____

Date: _____

Time: _____

Weather: _____

Total Manhours of Work: _____

A. Preventative Maintenance

Work Item	Items Required (✓)	Items Done (✓)	Comments and Special Instructions
1. Grass Cutting			
A. Bottoms			
B. Embankments and Side Slopes			
C. Perimeter Areas			
D. Access Areas and Roads			
E. Other			
2. Grass Maintenance			
A. Fertilizing			
B. Re-seeding			
C. De-Thatching			
D. Pest Control			
E. Other			
3. Vegetative Cover			
A. Fertilizing			
B. Pruning			
C. Pest Control			
D. Other			
4. Trash and Debris Removal			
A. Bottoms			
B. Embankments and Side Slopes			
C. Perimeter Areas			
D. Access Areas and Roads			
E. Inlets			
F. Outlets and Trash Racks			
G. Other			

Work Item

Items Required
(✓)Items Done
(✓)

Comments and Special Instructions

5. Sediment Removal

A. Inlets			
B. Outlets and Trash Racks			
C. Bottoms			
D. Other			

6. Mechanical Components

A. Valves			
B. Sluice Gates			
C. Pumps			
D. Fence Gates			
E. Locks			
F. Access Hatches			
G. Other			

7. Elimination of Potential Mosquito Breeding Habitats

--	--	--	--

8. Pond Maintenance

A. Aeration Equipment			
B. Debris and Trash Removal			
C. Weed Removal			
D. Other			

9. Other Preventative Maintenance

A.			
B.			
C.			

B. Corrective Maintenance

Work Item

Items Required
(✓)Items Done
(✓)

Location, Comments and Special Instructions

1. Removal of Debris & Sediment

--	--	--

2. Structural Repairs

--	--	--

3. Dam, Embankment and Slope Repairs

--	--	--

4. Dewatering

--	--	--

5. Pond Maintenance

--	--	--

Work Item	Items Required (✓)	Items Done (✓)	Location, Comments and Special Instructions
6. Control of Mosquitoes			
7. Erosion Repair			
8. Fence Repair			
9. Elimination of Trees, Brush, Roots and Animal Burrows			
10. Snow and Ice Removal			
11. Other			

C. Aesthetic Maintenance

Work Item	Items Required (✓)	Items Done (✓)	Location, Comments and Special Instructions
1. Graffiti Removal			
2. Grass Trimming			
3. Weeding			

Remarks (Refer to Item No., If Applicable):

Work Order Prepared By: _____
Work Completed By: _____

Maintenance Log For Stormwater Management Facilities

Name of Facility: _____
Location: _____

Date: _____

[illegible]

Work Items

(√)Completed

[illegible][illegible][illegible][illegible]

[illegible]

(✓)Completed

[illegible][illegible][illegible][illegible][illegible]

Work Item

--	--	--	--	--	--	--	--

[illegible][illegible][illegible][illegible]

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

Work item

[illegible][illegible][illegible][illegible]

Remarks (Refer to Item No., If Applicable)

APPENDIX C
INSPECTION CHECKLIST

Table B-1

**Maintenance Work Order and Checklist
For
Stormwater Management Facilities**

Name of Facility: _____

Location: _____

Date: _____

Weather: _____

Facility Item

OK¹
(✓)Routine²
(✓)Urgent³
(✓)Comments and Special Instructions⁴

1. Embankments and Side Slopes

A. Vegetation				
B. Linings				
C. Erosion				
D. Settlement				
E. Sloughing				
F. Trash and Debris				
G. Seepage				
H. Aesthetics				
I. Other:				

2. Bottoms (Detention and Infiltration)

A. Vegetation				
B. Erosion				
C. Standing Water				
D. Settlement				
E. Trash and Debris				
F. Sediment				
G. Aesthetics				
H. Other:				

3. Low Flow Channels (Detention)

A. Vegetation				
B. Linings				
C. Erosion				
D. Settlement				
E. Standing Water				
F. Trash and Debris				
G. Sediment				
H. Other				

Facility Item

OK¹
(v)Routine²
(v)Urgent³
(v)Comments and Special Instructions⁴

4. Ponds (Retention)

A. Vegetation				
B. Shoreline Erosion				
C. Aeration Equipment				
D. Trash and Debris				
E. Sediment				
F. Water Quality				
G. Other				

5. Inlet Structure

A. Condition of Structure				
B. Erosion				
C. Trash & Debris				
D. Sediment				
E. Aesthetics				
F. Other:				

6. Outlet Structure (Detention & Retention)

A. Condition of Structure				
B. Erosion				
C. Trash & Debris				
D. Sediment				
E. Mechanical Components				
F. Aesthetics				
G. Other:				

7. Emergency Spillway

A. Vegetation				
B. Lining				
C. Erosion				
D. Trash & Debris				
E. Other:				

8. Perimeter

A. Vegetation				
B. Erosion				
C. Trash & Debris				
D. Fences & Gates				
E. Aesthetics				
F. Other:				

Facility Item

OK¹
(✓)Routine²
(✓)Urgent³
(✓)Comments and Special Instructions⁴

9. Access Roads

A. Vegetation				
B. Road Surface				
C. Fences & Gates				
D. Erosion				
E. Aesthetics				
F. Other:				

10. Miscellaneous

A. Effectiveness of Existing Maintenance Program				
B. Dam Inspections				
C. Potential Mosquito Habitats				
D. Mosquitoes				

¹ The item checked is in good condition, and the maintenance program is adequate.

² The item checked requires attention, but does not present an immediate threat to the facility function or other facility components.

³ The item checked requires immediate attention to keep the facility operational or to prevent damage to other facility components.

⁴ Provide explanation and details if columns 2 or 3 are checked.

INSPECTION LOG FOR STORMWATER MANAGEMENT FACILITIES - APPENDIX F

Inspection Log For Stormwater Management Facilities

Facility Item

-Date:

[illegible]

Indicate Condition (i.e., 1, 2, or 3)

1. Enhancements and Side Slopes

[illegible]

2. Bottoms (Detention and Infiltration)

A. Vegetation
B. Erosion
C. Standing Water
D. Settlement
E. Trash & Debris
F. Sediment
G. Aesthetics
H. Other:

3. Low Flow Channels (Detention)

[illegible]

Date:

--	--	--	--	--	--	--	--	--

Facility Item

Indicate Condition (ie. 1,2, or 3)

A. Vegetation

[illegible]

A. Condition of Structure

[illegible]

A. Condition of Structure

B. Erosion
C. Trash & Debris
D. Sediment
E. Mechanical Components
F. Aesthetics
G. Other:

A. Vegetation

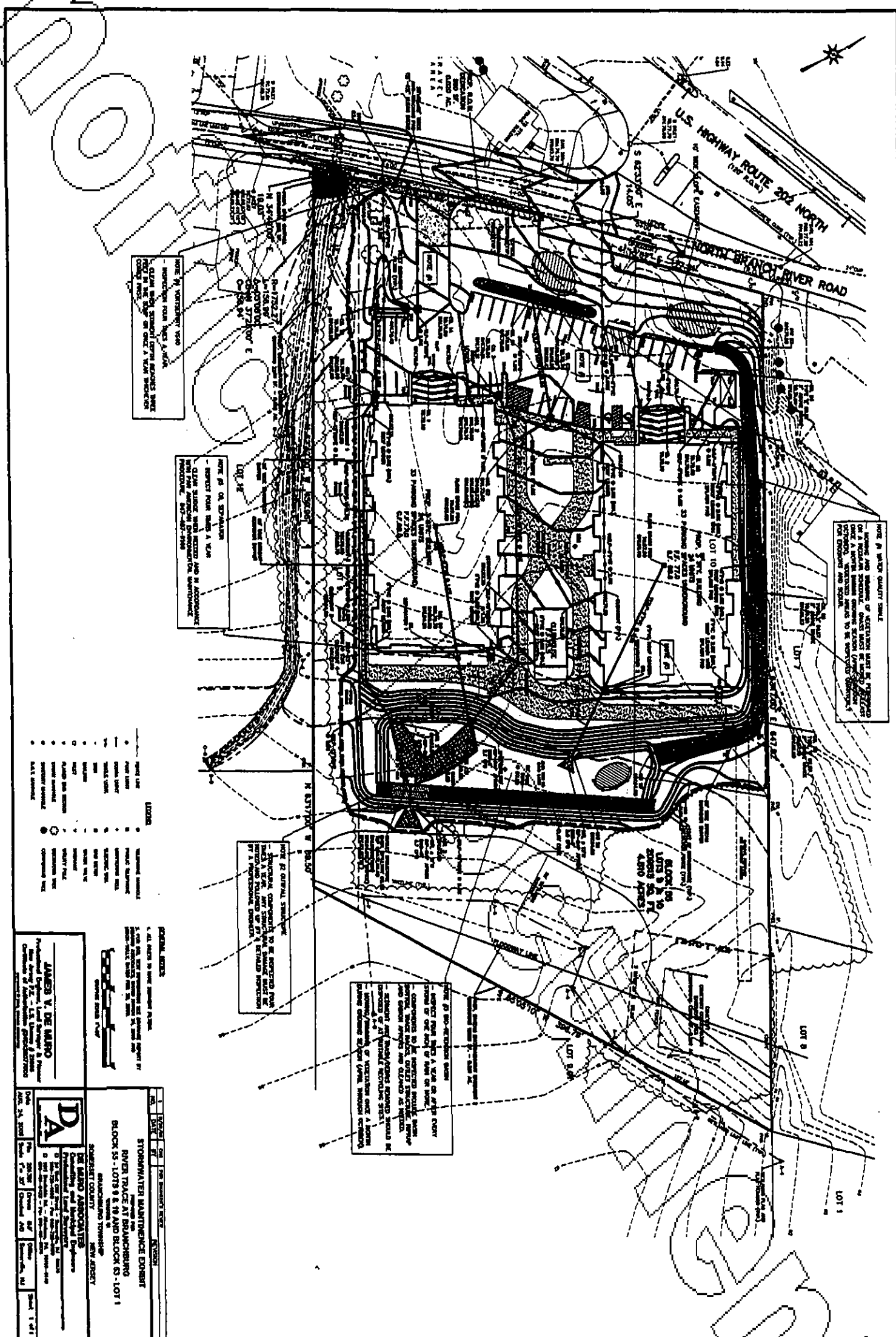
B. Lining	
C. Erosion	
D. Trash & Debris	
E. Other:	

A. Vegetation

B. Erosion
C. Trash & Debris
D. Fences & Gates

REFERENCES:

1. New Jersey Stormwater Best Management Practices Manual, dated February 2004, New Jersey Division of Watershed Management.
2. Stormwater Management, Inc. Operation and Maintenance Guidelines.



Unofficial Document

EXHIBIT J

NJDEP
File No. _____

Prepared
by: _____

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Drainage Structures)

This Grant of Conservation Restriction made this _____ day of _____, 2007 by River Trace, LLC, whose address is P.O. Box 5344, North Branch, Somerset County, New Jersey, hereinafter referred to as the "Grantor", in favor of the New Jersey Department of Environmental Protection, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township/Borough of Branchburg, County of Somerset, New Jersey, designated as Lot(s) 9 and 10, Block(s) 55 on the official Tax Map of the Township of Branchburg, Somerset County, (hereinafter "the Property"); and

WHEREAS, the Grantor has obtained Permit(s) No. 1805-05-0006.1 FHA 060001, 1805-05-0006.1 FW 060002 (GP10A) for the development on the subject property, which property includes a drainage structure or structures and facilities (hereinafter collectively referred to as "Drainage Structure"), pursuant to the Flood Hazard Area Control Act, the Flood Hazard Area Control Act Rules, N.J.A.C. 7:13, the Coastal Zone Management Act Rules, N.J.A.C. 7:7E, the Fresh Water Wetland Protection Act Rules, N.J.A.C. 7:7A, the Stormwater Management Rules, N.J.A.C. 7:8 and/or the Water Quality Management Plan rules, N.J.A.C. 7:15 *[Use the statute and rule that applies to the specific permit]*, attached hereto as **Exhibit A**; and

WHEREAS, the Permit(s) issued to the Grantor are conditioned Grantor's recording of a Grantee approved deed restriction, pursuant to N.J.A.C. 7:8-5.3 (c) for the drainage structure and facilities as shown on the plan(s) entitled "Site and Utility Plan" River Trace at Branchburg, prepared by DeMuro Associates, and dated April 20, 2005 last revised June 7, 2006, (the "Project") and attached hereto as **Exhibit B** (hereinafter "the Plan"), and a maintenance and inspection schedule attached hereto as **Exhibit C**; and

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of the natural resources, to promote environmental protection and prevent pollution of the environment of the State by N.J.S.A. 13:9B, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction in order to grant to the Grantee a Conservation Restriction/Easement on the Property to restrict subsequent development of the SWRPA.

NOW THEREFORE, in consideration for the issuance of the Permit, and for the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the

facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/ Easement with respect to that portion of the Property as, shown in **Exhibit B**.
2. The Grantor shall not construct, install or maintain any structure, building or other improvement within the Drainage Structure, except those appearing on plans and specifications approved by the Grantee in writing pursuant to the Permit.
3. Grantor covenants for itself, its successors and assigns, that it shall maintain the Drainage Structures which Grantor will construct, pursuant to Exhibit A, at the Property to ensure that it will function effectively, containing drainage on the Property, in accordance with the Permit and Exhibit C, attached hereto, such maintenance to include regular inspections and cleaning and repair and replacement of any and all structures and other items as may be necessary.
4. This Conservation Restriction / Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its successors and assigns, in perpetuity. The Grantor shall give notice of this deed restriction to all holders of any easements in the Drainage Structure within 30 days of recording by the County Clerk.
5. It is the purpose of the Grant to assure that the Drainage Structure will be maintained as such and to prevent any disturbance or development of the Property. To carry out this purpose, the following rights are granted to the State of New Jersey, Department of Environmental Protection, its successor and assigns by this Grant:
 - a. To enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction / Easement; and
 - b. In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Drainage Structure that is inconsistent with the purpose of this Conservation Restriction / Easement and to enforce the restoration of such areas or features of the Drainage Structure that may be damaged by inconsistent activity or use.

6. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Easement Areas, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.
7. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:
 - a. To enjoin and/or cure such Violation,
 - b. To enter upon the Transition Areas and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Transition Areas affected by such Violation to the condition that existed prior thereto, or
 - c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction / Easement.
8. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Easement Areas, the Grantee may pursue its remedies under paragraph 7 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.
9. Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the

Grantee's rights under the Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.

10. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.
11. The Grantee reserves the rights to transfer, assign, or otherwise convey the Conservation Restriction conveyed by this Grant to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Easement Areas.
12. Any notice, demand, request, consent, approval or communication under this Conservation Restriction / Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

River Trace, LLC,
P.O. Box 5344
North Branch, NJ 08876

To the Grantee:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
And its successors and assigns
As of this date of this Conservation Restriction / Easement, Grantee's address for the purposes of notice is:
501 East State Street
P.O. Box 439
Trenton, NJ 08625-0439
Attention: Director, Division of Land Use Regulation
(609) 984-3444

In addition, any notice relating to paragraph 13 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal and Land Use Compliance and Enforcement
And its successors and assigns
As of the date of this Conservation Restriction / Easement, Grantee's address for the purposes of notice relating to paragraph 6 is:
401 East State Street
P.O. Box 422

Trenton, NJ 08625-0422

Attention: Manager, Coastal and Land Use Compliance and Enforcement
(609) 984-4587

13. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.
14. The Grantor reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Drainage Structure not inconsistent with the purpose of this Conservation Restriction / Easement and the right to manage the Drainage Structure in accordance with the Stormwater Management Rules, N.J.A.C. 7:8.
15. This instrument conveys no additional right of access by the general public to any portion of the Property.
16. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Drainage Structure, including any required fencing of the Drainage Structure, as stated or shown in Exhibits A, B or C. The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.
17. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction / Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.
18. The Grantee agrees that it will assign its rights under this Conservation Restriction / Easement only to another governmental body or a charitable conservancy, and only in accordance with N.J.S.A. 13:8B-1 et seq. and N.J.S.A. 13:9B-1 et seq.
19. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction / Easement shall require the prior written approval of the Grantee, its successor or assign.
20. This Conservation Restriction / Easement shall survive any merger of the fee and restriction interest in the Drainage Structure.
21. In the event of a conflict between this Conservation Restriction / Easement and the final plans and specifications approved by the Grantee in writing pursuant to the Permit, the latter shall govern.

22. Taxes, Insurance.

- a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Areas. Grantor shall keep the Easement Areas free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Easement Areas. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Easement Areas or to take such other actions as may be necessary to protect the Grantee's interest in the Easement Areas and to assure the continued enforceability of this Conservation Restriction / Easement.

23. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction.
- b. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- c. This Conservation Restriction and the Permit set forth the entire agreement of the parties with respect to the Conservation Restriction and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction shall be valid or binding unless contained in a writing executed by the parties hereto.
- d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction upon each Grantor shall be joint and several.
- e. The covenants, terms, conditions and restrictions of this Conservation Restriction shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.

- f. The captions in this Conservation Restriction have been inserted solely for convenience of reference and are not a part of this Conservation Restriction and shall have no effect upon construction or interpretation.
 - g. Execution of this Conservation Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property. [See *National Association of HomeBuilders v. NJDEP*, 64 F.Supp.2d 354, 358 n.1 (D.N.J.1999)].
 - h. This Conservation Restriction may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.
24. The Grantor reserves unto itself the right to undertake de minimis modifications of the Transition Area that are approved by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:
- a. The modification results in an increased level of protection of the regulated resource; or
 - b. The modification results in equivalent areas of resources protected; and
 - c. The modification does not compromise the original protected resource.
25. If the Grantee approves the Grantor's modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for review and approval:
- a. A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction / Easement (hereinafter the "Modification Documents"); and
 - b. An Amended Conservation Restriction / Easement that reflects the modifications to the original Conservation Restriction / Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction / Easement set forth in the Modification Documents.
26. The Grantor shall record the documents listed in paragraph 25, above, in the same manner and place as this original Conservation Restriction / Easement was recorded.
27. This Grant of Conservation Restriction may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

TO HAVE AND TO HOLD unto the New Jersey Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this grant shall not only be binding upon the Grantor but also upon its agents,

Conservation Restriction/Easement
(Drainage Structures)
March, 2006

personal representatives, assigns and Al other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Somerset County Clerk.

RIVER TRACE, LLC

By: (Anthony J. Monticello, Sr., Managing Member Grantor)
(print name and title)

Anthony J. Monticello
(signature)

ATTEST:

(Seal)

, Secretary

STATE OF NEW JERSEY
COUNTY OF SOMERSET

Be it remembered that on this _____ day of _____, 2007, before me, the
subscriber, a Notary Public of New Jersey, personally appeared: Anthony J. Monticello, Sr.
Managing Member of River Trace, LLC, and he thereupon acknowledged that he signed the foregoing
instrument as the managing member of the limited liability company and that said instrument is the
voluntary act of deed of said limited liability company.

A Notary Public of _____

My Commission Expires: _____

Attachments required: Permit, Maintenance Schedule, Plan



**De Muro Associates
Consulting Engineers & Surveyors**

TAD ASSOCIATES, L.L.C.

Home Office-
24 West Cliff Street
P.O. Box 150
Somerville, New Jersey 08876
FAX 908-725-6150
908-725-1990

Brookside Professional Park
1011 Brookside Road
P.O. Box 3149
Allentown, PA 18106-0149
FAX 610-481-9634
610-481-9433

James V. De Muro, PE, LS, PP
Licensed in NJ, PA, NY
201-381-1234

Reply to ☐ NJ
☐ PA

July 13, 2006

LEGAL DESCRIPTION of a Stream Conservation Easement situated on Lot 9 in Block 55, located in the Township of Branchburg, Somerset County, State of New Jersey.

BEGINNING at a point on the southeasterly sideline of North Branch River Road (40' R.O.W.), said point is the northwest corner of Lot 12, Block 55 and running:

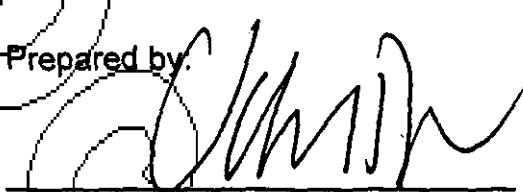
1. Along North Branch River Road, North 34°-49'-00" East, 19.03 feet to a point of curvature; thence
2. Northeasterly, continuing along North Branch River Road, upon a curve to the right, having a radius of 1752.27 feet, an arc distance of 15.97 feet (D- 00°-31'-20", CB- N 35°-04'-40" E, C- 15.97') to a point; thence
3. Leaving North Branch River Road and through Lot 9, South 47°-13'-51" East, 130.06 feet to a point on the southerly property line of Lot 9; thence
4. Along said southerly property line and Lot 12, North 62°-42'-00" West, 130.00 feet to a point on the southeasterly sideline of North Branch River Road, being the northwest corner of Lot 12, the place of **BEGINNING**.

All as shown on a plan entitled "Site and Utility Plan" River Trace at Branchburg, dated April 20, 2005 and revised through June 7, 2006, prepared by DeMuro Associates.

Containing 2,256 s.f. (0.052 Ac.).

Subject to overlapping drainage easement and stream encroachment easement.

Prepared by:


James V. DeMuro, PE, LS, #21866

JVD:jf

Unofficial Document

EXHIBIT K

Prepared by:

Julie Vaccher Goldstein, Esq.

DEED

HISTORIC PRESERVATION EASEMENT Branchburg Township, Somerset County Block No. 55, Lot No. 9 & 10

This Easement is made on _____, 2007

GRANTOR: RIVER TRACE, LLC
P.O. Box 5142
North Branch, New Jersey 08876

hereinafter referred to as the "Grantor" or "River Trace"

GRANTEE: THE TOWNSHIP OF BRANCHBURG
a Municipal Corporation of the State of New Jersey
1077 Route 202, Branchburg, New Jersey 08876

hereinafter referred to as the "Grantee" or "Township".

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

WHEREAS, River Trace is the owner of property in the Township of Branchburg which is the subject of an application for development before the Board of Adjustment of the Township; and

WHEREAS, it was discovered that a Historic Cemetery exists on a portion of the property; and

WHEREAS, River Trace and the Township wish to protect the historical nature and integrity of the cemetery from any adverse effects from the development for which River Trace seeks approval from said Board.

WITNESSETH, River Trace, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, has granted, conveyed and confirmed, and by these presents does grant, convey, and confirm unto the Township and unto its successors and assigns, a non-public easements for the preservation of a Historic Cemetery, more particularly described by metes and bounds on Schedule A attached hereto and made a part hereof, which easement is located on land in the Township of Branchburg, County of Somerset, State of New Jersey ("Easement Area").

This easement is conveyed to the Township pursuant to the approval by the Township of Branchburg Board of Adjustment on January 18, 2006 for Preliminary and Final Site Plan approval for property commonly know as **Block No. 55, Lot No. 9 & 10**.

Within the Easement Area, the following terms and conditions shall apply, it being the intention of the parties that the Easement Area shall be preserved as specifically noted herein.

- (a) River Trace may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Historic Preservation Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Historic Preservation Easement and its terms and conditions shall become a part of the chain of title and shall run with the land.
- (b) No buildings, structures or other improvements shall be erected or placed within the easement area other than the improvements shown on the approved plans under the approvals of the Board as referenced above. No roads, drives or trails for motorized vehicles

shall be constructed or maintained within the easement area except with written approval of the Township acting through the governing body or such other body or official as the governing body may designate. No motorized vehicles shall be operated within the easement area except upon roads or drives connected with the approval of the application for development in connection with which this easement area is granted or roads or drives approved thereafter as herein provided. Motorized vehicles shall include (but not limited to) automobiles, trucks, snowmobiles, motorcycles, motor bikes, mopeds, go carts, dune buggies and all terrain vehicles.

- (c) No dumping or placing of soil or other substances or materials as land fill, and no dumping or placing of trash, waste or unsightly or offensive material, for disposal or otherwise, shall be permitted within the easement area.
- (d) No activities shall be permitted within the easement area which might be detrimental to the protection and preservation of the historic cemetery except with written approval of the Township acting through the governing body or such other body or official as the governing body may designate.
- (e) The Township, by its officers, employees and agents shall have the right (but not the duty) to enter upon the easement area and other lands of River Trace as necessary for access to the easement area at all reasonable times upon reasonable notice to River Trace for the sole purposes of inspection protection and maintenance, but this right does not evidence or create any agreement or obligation of the Township to inspect, protect or maintain the easement area. The use by the Township of equipment for maintenance purposes shall not constitute a violation of the terms and conditions of this easement grant, and no act of the Township for inspection, protection or maintenance shall give rise to any obligation on the part of the Township for further or other inspection, protection or maintenance.
- (f) Although the Historic Preservation Easement hereby conveyed to the Township is created for the benefit of the general public through the protection of the Historic Cemetery, nothing herein contained shall be construed to convey to the public any right of access to or use of the easement area.
- (g) It is understood and agreed that this Easement confers upon the Township no right of title or use of the Easement Area and nothing herein shall be construed to permit public access, except for any licence or permission specifically granted by River Trace or Township. In their discretion River Trace or the Township may grant a license or permission to a third party in order to accomplish the intended purpose of this easement, namely the maintenance, preservation and historical study of the cemetery. Nothing herein shall be construed to limit River Trace's right of access to and use of that are except as herein provided.
- (h) River Trace shall, subject to the general and specific terms and conditions of this, retain exclusive right of access to and use of the easement area. This indenture imposes no obligation on the River Trace and no restriction on the use of the easement area except as specifically set forth herein, and nothing contained shall be construed as interfering with the right of the River Trace and River Trace's successors and assigns to utilize the easement area in such manner as the River Trace may deem desirable, subject to the provision of this indenture.

The recording of this indenture shall constitute an acceptance by the Township of all of the provisions hereof.

Wherever in this Historic Preservation Easement 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 representative, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall bind, the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the test of this Historic Preservation Easement may require.

This Historic Preservation Easement shall in all respects to be governed by and construed in accordance with the laws of the State of New Jersey.

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

Witnessed by:

RIVER TRACE, L.L.C.

By:

ANTHONY J. MONTICELLO, Sr., Member

STATE OF NEW JERSEY, COUNTY OF SOMERSET

SS:

I CERTIFY that on 4/20, 2007 ANTHONY J. MONTICELLO, SR. personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached deed;
- (b) executed this deed as his or her own act; and
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on

JULIE VACCHER GOLDSTEIN, ESQ.
An Attorney at Law of New Jersey

RECORD & RETURN TO:

Wohl Goldstein & Zalewski, P.A.
PO Box 855
73 Grove Street
Somerville, NJ 08876



**De Muro Associates
Consulting Engineers & Surveyors**

TAD ASSOCIATES, L.L.C.

Home Office-
24 West Cliff Street
P.O. Box 150
Somerville, New Jersey 08876
FAX 908 725 6150
908-725-1990

Brookside Professional Park
1011 Brookside Road
P.O. Box 3149
Allentown, PA 18106-0149
FAX 610 481-9634
610-481-9433

James V. De Muro, P.E., L.S., #21866
Allentown, PA, NY
201-381

Reply to U.N.I.
U.P.A.

July 13, 2006
Revised April 4, 2007

LEGAL DESCRIPTION of a Cemetery Preservation Easement situated on Lot 9 in Block 55, located in the Township of Branchburg, Somerset County, State of New Jersey.

BEGINNING at an iron pipe found at the northeast corner of Lot 9, said iron pipe also marks the southeast corner of Lot 8 and running:

1. South 55°-05'-10" West, 127.15 feet, along Lot 9.01 to a point; thence
2. Through Lot 9, North 58°-05'-36" West, 95.59 feet to a point; thence
3. Continuing through Lot 9, North 37°-24'-53" East, 105.06 feet to a point on the northerly property line of Lot 9; thence
4. Along said property line and along Lot 8, South 63°-17'-00" East, 136.11 feet to an iron pipe at the northeast corner of Lot 9, the place of **BEGINNING**.

All as shown on a plan entitled "Site and Utility Plan" River Trace at Branchburg, dated April 20, 2005 and revised through April 9, 2007, prepared by DeMuro Associates.

Containing 12,609 s.f. (0.289 Ac.)

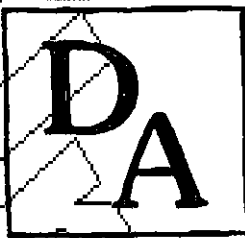
Subject to overlapping wetlands buffer and stream encroachment easement.

Prepared by:

James V. DeMuro, P.E., L.S., #21866

JVD:jf

SCHEDULE A



**De Muro Associates
Consulting Engineers & Surveyors**

IAD ASSOCIATES, I.L.C.

Home Office-
24 West Cliff Street
P.O. Box 150
Somerville, New Jersey 08876
FAX 908 725-6150
908-725-1990

Brookside Professional Park
1011 Brookside Road
P.O. Box 3149
Allentown, PA 18106 0149
FAX 610-481 9634
610-481-9433

Attn: V. De Muro, P.E., L.S., P.S.
Hickory Hill, NJ, PA, NY
201-381

Reply to LNJ
LPA

April 9, 2007

LEGAL DESCRIPTION of a 10-foot wide pathway for access to the cemetery preservation area situated on Lot 9 in Block 55, Township of Branchburg, Somerset County, State of New Jersey.

BEGINNING at the intersection of the northerly line of the 10-foot wide pathway accessway with the westerly sideline of the cemetery preservation area. Said beginning point located the following two courses from the northeast corner of Lot 9, Block 55:

- A. North 63°-17'-00" West, 136.11 feet, along Lot 8 to a point; thence
- B. South 37°-24'-53" West, 15.00 feet along the westerly sideline of the cemetery preservation area to the point of BEGINNING and running:

Through Lot 9 the following seven courses to define the 10-foot wide pathway access:

1. North 63°-17'-00" West, 176.19 feet to a point of curvature; thence
2. Southwesterly, upon a curve to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet (chord bearing - S 71°-43'-00"W) to a point of tangency; thence
3. South 26°-43'-00" West, 2.26 feet to the northwesterly terminus of a concrete walkway and emergency access lane; thence
4. Along the northerly end of the concrete walkway and emergency access lane, South 63°-17'-00" East, 12.03 feet to the northeasterly terminus; thence
5. Northeasterly, upon a curve to the right, having a radius of 8.00 feet, an arc distance of 11.83 feet (chord bearing- N 74°-21'-20" E) to a point of tangency; thence
6. South 63°-17'-00" East, 169.30 feet, to a point on the westerly sideline of the cemetery preservation area; thence
7. Along said sideline, North 37°-24'-53" East, 10.18 feet to the point and place of BEGINNING.

SCHEDULE A

De Muro Associates
Consulting Engineers & Surveyors

Legal Description - Lot 9 Access
April 9, 2007
Page 2

All as shown on a plan entitled "Site and Utility Plan" River Trace at Branchburg, dated April 20, 2005 and revised through April 9, 2007, prepared by DeMuro Associates.

Containing 1955 s.f. (0.045 Ac.)

Prepared by:



James V. DeMuro, PE, LS, #21866

JVD:jf

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

COUNTY

Somerset

SS. County Municipal Code
1805

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

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

MUNICIPALITY OF PROPERTY LOCATION Branchburg Township

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

Deponent, Julie Vaucher Goldstein being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the legal representative of Grantor in a deed dated April 20, 2007 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 53, 55 Lot number 1, 9 & 10 located at
vacant land, Branchburg Township and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

(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:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

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 (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 C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

For a consideration of less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * (See 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 THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See 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 (See Instructions #2, #10 and #12 on reverse side)

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

(7) 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 20 day of April, 2007

73 Grove St., Somerville, NJ

Deponent Address

XXX-XXX- 7 4 8

Last 3 digits in Grantor's Social Security Number

River Trace, LLC

Grantor Name

P.O. Box 6142, North Branch, NJ

Grantor Address at Time of Sale

Wohl Goldstein & Zalewski, PA

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION

PO BOX 251

TRENTON, NJ 08895-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and 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 of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm



GIT/REP-3
(2-07)

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)

River Trace, LLC

Current Resident Address:

Street: P.O. Box 5142

City, Town, Post Office

State

Zip Code

North Branch

NJ

08876

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

53,55

1, 9&10

Street Address:

vacant land

City, Town, Post Office

State

Zip Code

Branchburg Township

NJ

08876

Seller's Percentage of Ownership

Consideration

Closing Date

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

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

SELLER(S) DECLARATION

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

4-20-07

Date

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

17.03. Enforcement and Fines. Enforcement of the Association's Rules and Regulations, this Master Deed and the Bylaws, to the extent permitted by law, includes the ability to impose and collect fines and other forms of penalties for violations.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed this 8th day of June, 2010.

WITNESS:

Deborah Brooks

RIVER TRACE, LLC

By

Anthony J. Monticello, Sr.

Anthony J. Monticello, Sr., General Manager

STATE OF NEW JERSEY)

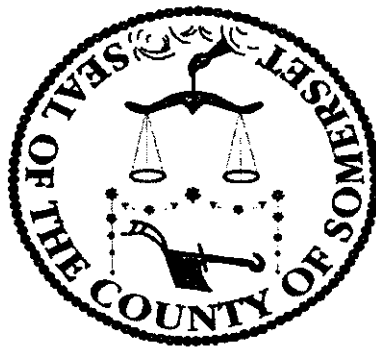
) ss.:

COUNTY OF SOMERSET)

BE IT REMEMBERED, that on this 8th day of June, 2010, before me, the subscriber, personally appeared ANTHONY J. MONTICELLO, SR., who, I am satisfied, is the Developer in the foregoing Master Deed named, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Deborah Brooks

DEBORAH LYNN BROOKS
A Notary Public of New Jersey
My Commission Expires 11/16/2011



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 06/09/2010 12:12:59 PM
Book: OPR- 6326 Page: 2094-2295
Instrument No.: 2010023914
AGTDEED 202 \$2,043.00
PGS

Recorder: MOUTNER

DO NOT DISCARD



2010023914

7.1. North Branch Walk Inclusionary Development



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Re-learned
Steve Peter, County Clerk
Somerset County, NJ
2021 Apr 19 09:41 AM
BK: 7333 PGS: 886-906
Instrument # 2021024987
Doc Type: TWP AGTDEED
Fee: \$11.00

(Official Use Only)

DATE OF DOCUMENT: MARCH 22, 2021	TYPE OF DOCUMENT: <small>DEVELOPMENT AND AFFORDABLE HOUSING AGREEMENT</small>
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) TOWNSHIP OF BRANCHBURG	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) NORTH BRANCH PARTNERS, LLC NORTH BRANCH LAND, LLC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

<p>DO NOT REMOVE THIS PAGE</p> <p>THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD</p> <p>RETAIN THIS PAGE FOR FUTURE REFERENCE</p>



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2021 Mar 29 02:17 PM
BK: 7325 PGS: 1687-1702
Instrument # 2021020192
Doc Type: TWP AGTDEED
Fee: \$11.00

(Official Use Only)

DATE OF DOCUMENT: MARCH 22, 2021	TYPE OF DOCUMENT: <small>DEVELOPMENT AND AFFORDABLE HOUSING AGREEMENT</small>
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) TOWNSHIP OF BRANCHBURG	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) NORTH BRANCH PARTNERS, LLC NORTH BRANCH LAND, LLC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

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Development And Affordable Housing Agreement

**Block 9, Lots 17, 18, 19, 20, 21 and 24 Following Consolidation and Subdivision Block 9.02,
Lots 18 and 18.01 and Block 9.03, Lot 17, Branchburg, Somerset County, New Jersey**

This Development and Affordable Housing Agreement ("Agreement") is made on March 22, 2021, between the Township of Branchburg, a Municipal Corporation of the State of New Jersey, with offices located at 1077 U.S. Highway Route 202 North, Branchburg, New Jersey 08876 ("Township") and North Branch Partners, LLC, a Limited Liability Company of the State of New Jersey, with offices located at 929 Route 202, Raritan, New Jersey 08869 and North Branch Land, LLC, a Limited Liability Company of the State of New Jersey, with offices located at 929 Route 202, Raritan, New Jersey 08869 (collectively "Developer").

Whereas, Sycamore Developers, LLC, filed an Application (Case 2019-003P PFSP PSUB) ("Application") with the Township of Branchburg Planning Board ("Board") for preliminary and final site plan approval and preliminary subdivision approval for the construction of 149 townhouse units and 216 apartment units (91 of which will be affordable apartment rental units) with related improvements, including a clubhouse, pool, and playground on the property located in the AH-3 Affordable Housing Zone identified on the Township of Branchburg Tax Maps as Block 9, Lots 17, 18, 19, 20, 21 and 24 following consolidation and subdivision Block 9.02, Lots 18 and 18.01 and Block 9.03, Lot 17 ("Property") as depicted on the "Site Plan for North Branch Walk" prepared by The Reynolds Group ("Project"); and

Whereas, the Application was heard by the Board on September 24, 2019 and October 22, 2019; and

Whereas, the Board adopted a final memorializing Resolution approving the Application on December 10, 2019 ("Resolution" or "Approval") attached hereto and incorporated herein as **Exhibit A**; and

Whereas, the Approval of the Board requires Developer to enter into a Development and Affordable Housing Agreement with the Township; and

Whereas, North Branch Land, LLC, and North Branch Partners, LLC, are affiliated entities of Sycamore Developers, LLC, all under common ownership; and

Whereas, North Branch Land, LLC, is the current owner of the Property; and

Whereas, North Branch Partners, LLC, will be the designated developer of the Project.

Now, Therefore, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Recitals. The recitals set forth above of are hereby incorporated into this Agreement.
2. Development of Project. Developer shall development the Project in accordance with the approved plans and specifications, ordinances of the Township and Resolution in a manner satisfactory to the Township Engineer. All work shall be performed in full compliance with applicable federal, state and local statutes, rules, regulations, codes and ordinances. Developer shall be responsible for securing any and all required permits and approvals and payment of all required fees, escrows and guarantees.
3. Development Provisions. Developer hereby agrees to comply with the following: (a) develop the Property in accordance with the Land Development and other applicable Ordinances of the Township, approved plans and Resolution; (b) construct all utilities underground; (c) perform road excavation and grading operations under the supervision of a licensed professional engineer so that rainfall run-off will not create problems or erosion flooding or the deposit of mud and debris on abutting properties with said engineer advising the Township Engineer of the measures to be taken to accomplish same; (d) plug at the start of construction connections to existing sanitary sewers which shall not be opened until the line has passed a leakage test and has been inspected and approved by the Township Engineer; (e) comply with any and all other federal, state, county and municipal statutes, rules, regulations, codes and ordinances and obtain all necessary approvals and permits from all government agencies, boards or bodies having jurisdiction over the Project; (f) implement a Soil Erosion and Sediment Control Plan prior to the commencement of site construction; (g) prior to site disturbance have a pre-construction meeting with the Township Engineer and submit an Affidavit of Compliance demonstrating compliance with all conditions of approval and possession of all necessary governmental approvals; (h) comply with all reports, directives and requirements of the Township Engineer, Planner, Zoning Officer, Construction Official, Health Officer, Environmental Commission, Fire Marshal and Board Traffic Consultants accept as modified by the Board; (i) pay all sewer and water connection fees; (j) obtain any permits or approvals required from Somerset Union Soil Conservation District and New Jersey Department of Environmental Protection; (k) coordinate the sequence of construction of all improvements with the Township Engineer; (l) plant all trees in accordance with the approved plans and as directed by the Township Engineer and provide an in lieu of contribution if applicable; and (m) remove from the Property all stumps, dead trees or debris related to or resulting from the construction.
4. Drainage and Grading. Developer hereby agrees to comply with the following drainage and grading provisions: (a) all springs with water emanating therefrom shall be piped to the nearest available storm sewer in a manner approved by the Township Engineer; (b) all areas shall be properly graded and drained and Developer will comply with all directives of the Township Engineer relating thereto to assure compliance with the grading and drainage provisions

approved by the Board; (c) in the event any stormwater runoff or drainage problem is created on adjoining properties by the development of the Property, Developer shall undertake corrective measures as directed by the Township Engineer to alleviate the issue; and (d) prior to construction, Developer and the Township Engineer shall examine the Township's storm sewers that may be affected by the construction in order to determine whether there is any additional soil or debris to be removed after the completion of construction and Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris during the course of construction.

5. Stormwater Facilities Maintenance. The property owner shall enter into a Stormwater Facilities Maintenance Agreement with the Township in a form approved by the Township Attorney which shall be recorded with the Somerset County Clerk. The property owner shall be responsible for the construction, inspection, maintenance, repair and replacement of all stormwater management, storm sewers, stormwater basins and drainage facilities on the Property and the record keeping and reporting associated therewith in accordance with all federal, state and local statutes, rules, regulations, codes and ordinances as well as the approved plans for the Project and all guidelines and regulations of the New Jersey Department of Environmental Protection. The Stormwater Facilities Maintenance Agreement shall provide the Township with rights of access to the Property for inspection and mechanisms for enforcement of property owner obligations. Prior to the issuance of any Certificates of Occupancy, Developer shall provide the Township Engineer with final as built plans for all stormwater facilities and site improvements.

6. Sanitary Sewer Improvements. Developer shall be responsible for the construction of all on or off site sanitary sewer improvements as may be required to accommodate the Project. Developer agrees to pay directly to Township and Somerset Raritan Valley Sewerage Authority all applicable sewer connection fees related to the Project. The sewer connection fees shall be paid in full concurrent with the issuance of each building permit. Township shall not issue any building permits until said sewer connection fees are paid in full by Developer.

Developer shall be responsible for the construction, inspection, maintenance, repair and replacement of all sanitary sewer improvements located on the Property as depicted on the approved plans. Developer hereby grants Township access to the Property for the purpose of inspection of the sanitary sewer improvements. Such inspection shall be at times deemed appropriate by Township and may be conducted without prior notification to Developer. In the event Township determines the sanitary sewer improvements are in need of maintenance, repair or replacement, Township shall provide written notice of such to Developer. Developer shall perform the maintenance, repairs and replacement as identified by Township within the time frame set forth by the Township Engineer. In the event Developer fails to do so, Township may enter the Property and perform the necessary maintenance, repairs and replacement and Developer shall be liable and agrees to reimburse Township for all costs and expenses associated

therewith. Such costs and expenses shall be due and payable by Developer to Township within thirty (30) days of Township's request for reimbursement and shall be a lien upon the Property and payable as any other taxes pertaining to the Property.

7. Construction Observation. Developer shall not undertake any construction work without prior authorization from the Township Engineer. A representative of the Township Engineer shall be present for the construction of the site work. Forty-Eight (48) hours notice shall be provided for all site observations. Site observation is required for all work delineated by the Township Engineer at the preconstruction meeting.

8. Maintenance of Property. During the course of construction and until the time of final acceptance of the Project, Developer shall: (1) keep the Property reasonably free of dirt, stone, mud and other debris, and use every effort to prevent dust from blowing on any neighboring properties in the Township; (2) keep all highways, streets and roadways used by trucks or equipment of Developer or its agents reasonably clean; and (3) maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. Final acceptance of the Project for the purpose of this provision is deemed to be the date upon which the Project is accepted by the Township and the final maintenance guarantees for same are posted with the Township.

9. Township Observation, Access and Inspections. The Township and its employees, representatives, agents and consultants shall be given free access to the Property to observe the construction of the Project. The Developer shall nonetheless be solely responsible for the construction of the Project, management and safety of the work site and compliance with all applicable federal, state and local statutes, rules, regulations, codes and ordinances.

10. Withholding Permits/Certificates of Occupancy. Developer understands and agrees that in the event of any violation of the terms of this Agreement, the Township may, in its discretion, withhold the issuance of any further building permits and/or certificates of occupancy for each phase of construction until the violation has been corrected or issue appropriate stop work orders.

11. Performance Guarantee. Prior to the issuance of the signed plans, Developer shall provide the Township with a performance guarantee in the amount determined by the Township Engineer in accordance with Township Ordinances and the Municipal Land Use Law ("Performance Guarantee"). The Performance Guarantee shall be comprised of: (a) letter of credit, surety bond or certified check; and (b) a cash deposit constituting ten (10%) percent of the Performance Guarantee. The letter of credit or surety bond must be in a form acceptable to the Township Attorney and remain in effect until the improvements are accepted by the Township. The surety must be licensed by the State of New Jersey, financially solvent and in good standing. Developer agrees notice of default issued by the Township Engineer shall be conclusive if not cured by Developer to the satisfaction of the Township Engineer within thirty (30) days. Upon default, the Township may utilize the cash portion to cure the default and make claim under the

posted Performance Guarantee. The Performance Guarantee may be released by the Township in accordance with N.J.S.A. 40:55D-53 of the Municipal Land Use Law ("MLUL") and the posting and acceptance of a maintenance bond in a form approved by the Township Attorney and in an amount determined by the Township Engineer. All taxes, assessments, escrows and fees for the Property and Project must be paid prior to the release of the Performance Guarantee.

12. Inspection, Professional and Other Fees. Prior to the issuance of the signed plans, Developer shall provide the Township with a cash deposit in an amount determined by the Township Engineer for inspection, professional and other fees associated with Project including those associated with this Agreement and any other agreements with the Township. Developer agrees that all inspection, professional and other fees incurred by the Township in reference to the Project including those associated with this Agreement and any other agreements with the Township shall be paid out of the posted escrow. Developer shall make additional cash deposits as may be required by the Township Engineer and shall pay any balance due and owing within thirty (30) days. Upon completion and acceptance of the Project by the Township, any cash balance remaining shall be returned to Developer.

13. Building Permits. In consideration of the execution of this Agreement, the posting of the guarantees and deposits required, and after complying with the terms and conditions of the Resolution, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, Developer shall be entitled to a building permit after proper application has been made to the Construction Official of the Township and subject to this Agreement and all laws, rules and regulations applicable to this Project.

14. Assignment/Sale of Property. In the event the Property and plans are sold or otherwise conveyed by Developer prior to the installation of all improvements, Developer and the subsequent qualified developer must execute an Assignment and Assumption Agreement, in writing, and in a form which is acceptable to the Township Attorney, with regard to conditions, covenants and agreements contained in this Agreement, providing that Developer shall remain primarily liable for all the obligations created in this Agreement, until the subsequent developer assumes same and Developer is released. In addition, a new Performance Guarantee must be submitted to the Township by the subsequent developer for work not yet done, and it shall be reviewed by the Township Attorney as to form and content, prior to acceptance of the new Performance Guarantee. Upon such acceptance of the subsequent developer's Performance Guarantee, Township shall release Developer's Performance Guarantee.

15. Completion of Improvements. All improvements contemplated in this Agreement and in the Resolution shall be performed and completed to the satisfaction of the Township Engineer and Construction Code Official within a period of two (2) years from the date of the issuance of the first building permit, or such additional periods of time as may be granted by the Township in accordance with the MLUL, and prior to the issuance of a Certificate of Occupancy, pursuant to the terms and conditions of the Approval. In the event of an extension, the Township may

annually review the amount of the Performance Guarantee with regard to its sufficiency to ensure faithful completion of remaining required improvements and if found insufficient, may require Developer to increase the amount of the Performance Guarantee. In the event the aforesaid improvements are not completed within that period, or the time period as extended hereunder, the Township reserves the right to not issue any certificates of occupancy or building permits for the Property and Developer hereby authorizes the Township to utilize so much of the Performance Guarantee deposited herewith to complete all of the said improvements in accordance with the applicable ordinances, rules, regulations, standards and specifications of the Township. In the event the cost of completing said improvements exceeds the amount deposited herewith, Developer shall be liable to the Township for any such excess and its obligations under the within Agreement shall continue in full force and effect until full payment is made. The issuance of a certificate of occupancy by the Township within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.

16. Maintenance Guarantee. Upon completion of the construction of the improvements and prior to the release of the Performance Guarantee, Developer shall post a maintenance guarantee with the Township in a form approved by the Township Attorney and in the amount determined by the Township Engineer in accordance with Township Ordinances and the Municipal Land Use Law. For a period of two (2) years after the acceptance of the improvements by the Township, Developer agrees to maintain the site improvements covered by the maintenance guarantee. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Township.

17. Release of Plans. Any payments of fees and posting of bonds or other performance guarantee required to be performed by Developer in this Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the plans for release to Developer for issuance of building permits.

18. Affordable Housing Units. The Project shall contain 91 deed restricted affordable housing rental units governed by the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., Township Affordable Housing Ordinances and rules/regulations adopted by the New Jersey Council On Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction as well as any successor statutes, rules, regulations, ordinances or orders (collectively referred to as "Affordable Housing Regulations"). The affordable housing rental units shall consist of 18 one bedroom units, 54 two bedroom units and 19 three bedroom units. Occupancy of the units shall be restricted to very low, low and moderate income households in accordance with the Affordable Housing Regulations with a minimum of 13% of the units restricted to very low income households. The units shall be dispersed throughout a minimum of 70% of the apartment buildings and meet the accessibility, adaptability and Barrier Free Subcode requirements of the Affordable Housing Regulations. The Project and affordable housing rental units shall be constructed in accordance with the following phasing schedule:

<u>Min. % of Affordable Units Completed</u>	<u>% of Market Units Completed</u>
0%	25%
10%	25% + 1 unit
50%	50%
75%	75%
100%	90%

Developer shall provide the Township Planner with a compliance plan addressing the foregoing requirements. The issuance of building permits for the Project shall be subject to the Township Planner's review and approval of the compliance plan.

Developer shall comply with the following requirements pertaining to the affordable housing rental units: (a) market, administer, rent and monitor the affordable housing rental units in accordance with the Affordable Housing Regulations; (b) provide the Township with an Operating Manual and Affirmative Marketing Plan that meets the requirements of the Affordable Housing Regulations; (c) provide and record Deed Restrictions covering the affordable housing rental units in the form attached hereto and incorporated herein as **Exhibit B** prior to the issuance of any Certificates of Occupancy for the Project which Deed Restriction shall commence upon the date the unit is occupied by a qualified income household as certified by the Township's Administrative Agent in accordance with the Affordable Housing Regulations and remain in effect for a period of at least thirty (30) years and until the Township elects to release the affordable housing rental unit; (d) use the Township's designated Administrative Agent or a qualified Administrative Agent approved by the Township for the marketing, administration, rental and monitoring of the affordable housing rental units and pay all fees and costs associated therewith; (e) provide the Township's designated Administrative Agent with all documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental units and pay all fees and costs associated therewith; (f) limit the amount of rent collected for the affordable housing rental units as set and determined by the Township's Administrative Agent; (g) be responsible for maintaining the affordable housing rental units in accordance with Uniform Construction Code standards for continued occupancy; and (h) ensure all the affordable housing rental units are occupied by qualified income households in accordance with the Affordable Housing Regulations.

19. Record Drawings. Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by Developer on the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Township standards and shall be both in hard copy and on disc. If applicable, a final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.

20. Developer Conveyances. Developer shall provide the Township with all required dedications, easements and rights of way indicated on the plans or as required by the Board or Township

Ordinance. Said dedications, easements or rights of way shall be in a form approved by the Township Attorney and contain all required documentation for filing with the Somerset County Clerk. Developer shall be responsible for all costs incurred by Township pertaining to the preparation, review and recording of said dedications, easements and rights of way.

21. Compliance with Applicable Laws and Indemnification. Developer shall comply with all federal, state and local statutes, rules, regulations, codes and ordinances. Failure to comply shall be deemed a breach of this Agreement. Developer agrees to indemnify, defend and hold harmless the Township, its officials, officers, agents, servants, representatives, and employees, from and against, any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from Developer's negligence, willful misconduct or failure to perform its obligations under this Agreement. Developer agrees to pay and reimburse the Township for any and all costs and expenses, including, but not limited to, attorney's fees, court costs and expert witness fees.

22. Recording of this Agreement. The Township Attorney may record this Agreement in the Somerset County Clerk's Office. All recording costs shall be borne by Developer. The recording of this Agreement may not be released, discharged or modified without the express written consent of the Township.

23. Severability. If any terms or conditions of this Agreement are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

24. Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey. All claims arising out of this Agreement, the development of the Property or the management and administration of the affordable housing rentals unit shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

25. Notices. All notices to the parties shall be in writing to the addresses set forth herein or as otherwise designated by the parties in writing.

26. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If Developer transfers title to the Property or affordable housing rental units, the new owner shall assume all the rights and obligations set forth in this Agreement and the term "Developer" as used in this Agreement shall refer to such new owner as well.

27. Insurance Coverage. Developer shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence. The policy shall name the Township, its officials, officers, agents, servants, representatives and employees as additional insured and cover the indemnification, defense and hold harmless requirements set forth in this Agreement.

A Certificate of Insurance evidencing the foregoing coverage shall be provided to the Township before work on the improvements begins.

28. Voluntary Agreement. Developer represents that it has voluntarily entered this Agreement and it has not been executed under duress or coercion imposed by the Township or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer covenants and agrees that it will not bring any action against the Township with respect to the obligations assumed by Developer under this Agreement which have been mutually negotiated between the parties.

29. Non-Reliance. Developer acknowledges it has not relied upon any cost estimates or opinions furnished by the Township, including the Township Engineer or Consulting Engineer(s), if applicable, and Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Agreement.

30. Authorized Signatures. The individuals executing this Agreement represent they have full authority to do so on behalf of their respective entities and do so freely and voluntarily for the purposes herein expressed.

31. Road J and Route 22 Intersection. Developer shall within thirty (30) days from receipt of NJDOT approval of temporary access plan at intersection of Road J and Route 22 submit plans and an application to the NJDOT and any other required governmental entities or agencies for the planned signalized Road J and Route 22 intersection improvements to align opposite Easton Turnpike. Developer shall diligently pursue approval of said intersection signalization and improvements and copy the Township Engineer on all submissions. In the interim, Developer may obtain NJDOT and any other required governmental entity or agency approvals of a temporary plan for right in/right out at the intersection of Road J and Route 22. The temporary right in/right out intersection shall be located and constructed in the same location as the final planned signalized Road J and Route 22 intersection. All approvals for the temporary plan must be obtained prior to the Township Engineer's execution of the final plans for the Project. Developer shall provide Township with a Performance Bond in a form approved by the Township Attorney and in an amount determined by the Township Engineer for the planned signalized Road J and Route 22 intersection improvements. The Performance Bond shall remain in effect until released by the Township following construction and approval of said improvements.

32. Site Access. All ingress/egress to and from the Project site shall be via the temporary Route 22 and Road J access point as approved by the NJDOT. Developer shall install and maintain

barricades to prevent ingress/egress to or from the Project site from any other access points including Meister Avenue. This site access restriction shall remain in effect until otherwise approved by the Township Engineer.

33. Site Improvements and Construction Sequencing. The approved plans ultimately call for the construction of a signalized intersection at the Road J and Route 22 intersection. Developer desires, at its own risk and expense, to begin construction of the project prior to obtaining all required approvals for the signalized intersection. The Township is willing to permit Developer to proceed provided all site improvement and construction sequencing is submitted to the Township Engineer for review and approval. The Township Engineer shall have ultimate authority pertaining to the approval of the site improvement and construction sequencing and the terms and conditions thereof as set forth below.

A. Site Improvements Prior to Issuance of Temporary Road J and Route 22 Site Access Approvals. Prior to issuance of the temporary Road J and Route 22 site access approvals and providing all other applicable conditions are satisfied, Developer may proceed with the clearing, tree removal, grubbing and stabilization of the Property upon approval of and terms and conditions set forth by the Township Engineer. Developer shall survey the limits of disturbance, notify the SESC District and post a site stabilization bond in an amount determined by the Township Engineer.

B. Site Improvements After Issuance of Temporary Road J and Route 22 Site Access Approvals and Prior to Recording of Final Subdivision Plat. After issuance of the temporary Road J and Route 22 site access approvals and providing all other applicable conditions are satisfied, Developer may construct all the site improvements on the Property. Developer may also construct the buildings depicted on that portion of the Property delineated on the approved Final Plat as Block 9.02, Lot 18.01. The foregoing shall be upon approval of terms and conditions set forth by the Township Engineer.

C. Site Improvements After Issuance of Temporary Road J and Route 22 Site Access Approvals and After Recording of Final Subdivision Plat. After issuance of the temporary Road J and Route 22 site access approvals and the recording of the Final Subdivision Plat and providing all other applicable conditions are satisfied, Developer may construct all buildings on the Property, except those two (2) buildings adjacent to Road J at the Route 22 intersection identified on the plans as Apt 1 and Apt 3. The foregoing shall be upon approval of terms and conditions set forth by the Township Engineer.

D. Site Improvements After Issuance of Road J and Route 22 Signalized Intersection Approvals. After issuance of the Road J and Route 22 signalized intersection approvals and the recording of the Final Subdivision Approval and providing all other applicable conditions are satisfied, Developer may then construct all buildings depicted on the approved plans. Developer will file the Final Plat when approved and requested by the Township Engineer.

E. Road J Construction. Developer shall initially install and maintain a cul de sac at the intersection of Road J and Road E as depicted on Sheet 3 of the site plans. This cul de sac shall remain in place until otherwise directed by the Township Engineer. After all townhouse and apartment dwelling units are fully constructed, the Township Engineer will provide direction to Developer as to the construction of the remaining site improvements and roadways. Developer shall either: (1) construct Road J and Meister Avenue consistent with what is shown on Sheet 3 and further detailed in the inset labeled Road J Future on Sheet 5a; (2) construct Road J and Meister Avenue as described in Note 3 on Sheet 3 and substantially consistent with Exhibit A-1 dated September 24, 2019; or (3) construct Road J and Meister Avenue as may be otherwise directed by the Township Engineer.

34. Maintenance of Streetscape Improvements. Developer shall install and maintain all streetscape improvements including decorative crosswalks, bollards, lighting and landscaping within the Project site in accordance with the approved plans including those streetscape improvements located within Road J which is to be dedicated to the Township. In the event, Developer fails to maintain the streetscape improvements as directed by Township, Township may perform the work and Developer shall be liable and agrees to reimburse Township for all costs and expenses associated therewith. Such costs and expenses shall be due and payable by Developer to Township within thirty (30) days of Township's request for reimbursement and shall be a lien upon the Property and payable as any other taxes pertaining to the Property.

35. Single Ownership and Management of Project. Although the Project is divided into three separate lots, Developer agrees the entirety of the Project shall remain under common ownership and management now and in the future. Developer shall include in any documents transferring any interest in the Property, a restriction preserving this common ownership and management requirement.

36. Affordable Housing Financial Contribution. Developer shall make a \$500,000 financial contribution to the Township Affordable Housing Trust Fund. The financial contribution shall be payable on a per dwelling unit basis of \$1,373.62 due upon the issuance each Certification of Occupancy. Notwithstanding the foregoing, Developer agrees to pay to the Township the remaining balance of the financial contribution on or before December 21, 2023 regardless of the number of dwelling units constructed. In the event Developer fails to make this financial contribution in accordance with this paragraph, the amount owed shall be a lien upon the Property and payable as any other taxes pertaining to the Property.

37. Fire Hydrants. All fire hydrants on the Property shall be privately owned and maintained by Developer.

38. Easements. All Easements to the Township shall be depicted on the final approved plans.

Signatures Next Page

RESOLUTION

NO. 2021-77

ADOPTED: MARCH 22, 2021

WHEREAS, Sycamore Developers, LLC, filed an Application 2019-003P PFSP PSUB with the Township of Branchburg Planning Board for preliminary and final site plan approval and preliminary subdivision approval for the construction of 149 townhouse units and 216 apartment units (91 of which will be affordable apartment rental units) with related improvement on the property located in the AH-3 Affordable Housing Zone identified on the Township of Branchburg Tax Maps as Block 9, Lots 17, 18, 19, 20, 21 and 24 following consolidation and subdivision Block 9.02, Lots 18 and 18.01 and Block 9.03, Lot 17 as depicted on the "Site Plan for North Branch Walk" prepared by The Reynolds Group; and

WHEREAS, the Application was heard by the Board on September 24, 2019 and October 22, 2019; and

WHEREAS, the Board adopted a final memorializing Resolution approving the Application on December 10, 2019; and

WHEREAS, the Approval of the Board requires the property owner and developer to enter into a Development and Affordable Housing Agreement, Conservation License Agreement, and Stormwater Facilities Maintenance Agreement with the Township; and

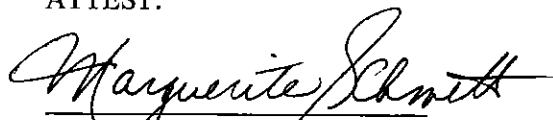
WHEREAS, North Branch Land, LLC, and North Branch Partners, LLC, are affiliated entities of Sycamore developers, LLC, all under common ownership; and

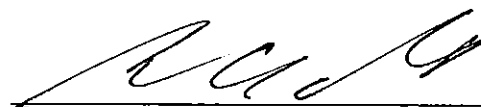
WHEREAS, North Branch Land, LLC, is the current owner of the Property; and

WHEREAS, North Branch Partners, LLC, will be the designated developer of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey, that: (1) the Mayor and Clerk are authorized to execute a Development and Affordable Housing Agreement, Conservation License Agreement, and Stormwater Facilities Maintenance Agreement with North Branch Partners, LLC, and North Branch Land, LLC, in a form approved by the Township Attorney; and (2) the Clerk is directed to file said documents in the Office of the County Clerk.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Brendon Beatrice
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	✓			
COLUMBUS	✓			
OWENS	✓			
SCHWORN	✓			
BEATRICE	✓			

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

**Unit Address, Block #, Lot #, (# Bedroom Very Low, Low or Moderate Income) List All
Affordable Units in Block and Lot
Township of Branchburg, Somerset County, New Jersey**

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY
WITH RESTRICTIONS ON RESALE**

**To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

This "Deed Restriction" entered into on _____, 2021, between the Township of Branchburg, a Municipal Corporation of the State of New Jersey, with principal offices located at 1077 U.S. Highway 202 North, Branchburg, New Jersey 08876 ("Township") and North Branch Land, LLC, a Limited Liability Company of the State of New Jersey, with offices located at 929 Route 202, Raritan, New Jersey 08869 ("Owner"), the owner of residential rental housing units located at North Branch Walk in the Township of Branchburg, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of the rights to develop an inclusionary housing development on the property identified on the Tax Map of the Township as Block 9, Lots 17, 18, 19, 20, 21 and 24 following consolidation and subdivision Block 9.02, Lots 18 and 18.01 and Block 9.03, Lot 17, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on 91 residential rental housing units located at North Branch Walk in the Township of Branchburg, Somerset County, New Jersey, # of such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The # affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located on Street Name in the Township of Branchburg, County of Somerset, State of New Jersey, and shall be Deed Restricted as follows: Unit Address, Block # , Lot #, (# Bedroom Very Low, Low, Moderate Income); List All Affordable Units Within The Designated Block and Lot (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon the date on which the first certified household occupies the unit and shall and expire as determined under the Uniform Controls as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release the unit from such requirements. Prior to such Township election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls") as may be amended.
- B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very low income households and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township's Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Administrative Agent.
- D. Owner shall notify the Township and its Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate, low and very low income housing.

- A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its Administrative Agent shall have all

remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

- B. Upon the occurrence of a breach of any Covenants by Owner, or any successor in interest or other owner of the Property, the Township and its Administrative Agent shall have all remedies provided at law or equity including, but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Township of Branchburg

Marguerite Schmitt, Clerk

Brendon Beatrice, Mayor

Witness/Attest

North Branch Land, LLC

Anatol Hiller, Principal

North Branch Land, LLC, Acknowledgment

STATE OF NEW JERSEY :
: SS.:
COUNTY OF SOMERSET :

I CERTIFY that on _____, 2021, Anatol Hiller personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the principal owner of North Branch Land, LLC, the owner of the Property referenced in this Deed Restriction; (b) is fully authorized to execute and deliver this Deed Restriction on behalf of North Branch Land, LLC; and (c) executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Notary Public of the State of New Jersey

Township Of Branchburg Acknowledgment

STATE OF NEW JERSEY :
: SS.:
COUNTY OF SOMERSET :

I CERTIFY that on _____, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of Branchburg; (b) this person is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Branchburg; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) this person signed this proof to attest to the truth of these facts.

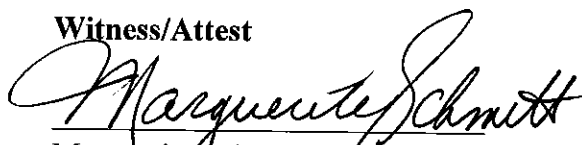
Notary Public of the State of New Jersey

Record and Return

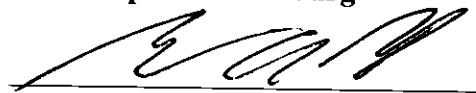
DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

In Witness Whereof, the parties hereby execute this Development and Affordable Housing Agreement for the purposes herein expressed to be effective the day and year first written above.

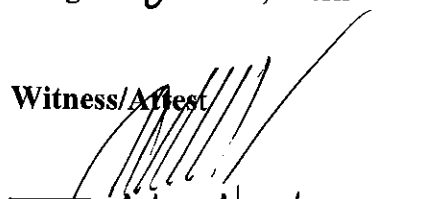
Witness/Attest


Marguerite Schmitt, Clerk

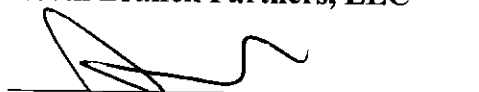
Township of Branchburg


Brendon Beatrice, Mayor

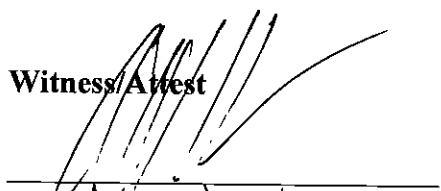
Witness/Attest


Andrew Nowack

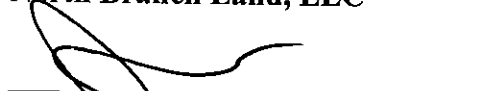
North Branch Partners, LLC


Anatol Hiller, Principal

Witness/Attest


Andrew Nowack

North Branch Land, LLC


Anatol Hiller, Principal

Acknowledgements Next Page

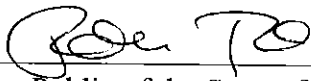

North Branch Partners, LLC, Acknowledgement

STATE OF NEW JERSEY:

SS.:

COUNTY OF SOMERSET:

I certify that on March 12, 2021, Anatol Hiller personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the principle owner of North Branch Partners, LLC, an affiliated entity of Sycamore Developers, LLC, under common ownership; (b) is fully authorized to execute and deliver this Development and Affordable Housing Agreement on behalf of North Branch Partners, LLC; and (c) executed and delivered this Development and Affordable Housing Agreement voluntarily for the purposes set forth herein.


Notary Public of the State of New Jersey
**ROBIN N. TOTH**
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 24, 2025



North Branch Land, LLC, Acknowledgement

STATE OF NEW JERSEY:

SS.:

COUNTY OF SOMERSET:

I certify that on March 12, 2021, Anatol Hiller personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the principle owner of North Branch Land, LLC, an affiliated entity of Sycamore Developers, LLC, under common ownership; (b) is fully authorized to execute and deliver this Development and Affordable Housing Agreement on behalf of North Branch Land, LLC; and (c) executed and delivered this Development and Affordable Housing Agreement voluntarily for the purposes set forth herein.


Notary Public of the State of New Jersey
**ROBIN N. TOTH**
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 24, 2025

Township of Branchburg Acknowledgement

STATE OF NEW JERSEY:

SS.:

COUNTY OF SOMERSET:

I certify that on March 22, 2021, 2021, Marguerite Schmitt, Clerk of the Township of Branchburg, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of Branchburg; (b) this person is the attesting witness to the signing of this Development and Affordable Housing Agreement by the Mayor of the Township of Branchburg; (c) this Development and Affordable Housing Agreement was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Branchburg; and (d) this person signed this proof to attest to the truth of these facts.



Notary Public of the State of New Jersey

Record and Return

Record & Return To:
Marguerite Schmitt, Township Clerk
Township of Branchburg
1077 US Hwy. 202 North
Branchburg, NJ 08876

Linda A Gillbert
NJ Notary # 50043594
Commission Expires: 08/09/2021

PLANNING BOARD
TOWNSHIP OF BRANCBURG
RESOLUTION

SYCAMORE DEVELOPERS, LLC

Block 9, Lots 17, 18, 19, 20, 21 and 24
Case 2019-003P PFSP PSUB

WHEREAS, **SYCAMORE DEVELOPERS, LLC** (the “Applicant”) has applied to the Planning Board of the Township of Branchburg (the “Board”), for preliminary and final site plan approval, preliminary subdivision approval, and the following bulk variance and site plan exception relief, relating to the construction of 149 townhouse units and 216 apartment units (91 of which will be affordable apartment rental units) and related improvements, including a clubhouse, pool, and playground, on property located in the AH-3 Affordable Housing Zone (“AH-3 Zone”), identified as Block 9, Lots 17, 18, 19, 20, 21, and 24, as shown on the Tax Map of the Township of Branchburg, located at the intersection of Route 22 East and Meister Avenue (the “Property” or the “Site”):

1. A variance for the location of townhome building #16 to the south of Road D, whereas development in the AH-3 Zone District shall be generally in accordance with the exhibit entitled, “Concept Plan, North Branch Walk”, dated July 27, 2018 (the “Concept Plan”), which depicts detention basins in the now proposed location of townhome building #16, pursuant to Section 3-32.5.A.1 of the Land Development Ordinance (the “Ordinance”)¹;
2. A variance for a proposed setback from the property line of Proposed Lot 18.01 to the building front façade (of townhouse buildings #1, 2, 3, 17 and 19) of 21 feet, whereas the minimum setback from any property line (not including streets) to a building front façade shall be 25 feet, pursuant to Section 3-32.4.A.3 of the Ordinance;
3. A variance for a proposed impervious coverage on Proposed Lot 18 of 52.7%, whereas the maximum permitted impervious coverage is 50%,

¹ The Applicant stipulated to complying with the Ordinance requirements, such that the requested relief is no longer necessary.

pursuant to Section 3-32.4.A.8 of the Ordinance;

4. A variance for a proposed setback of less than 25 feet from off-street parking along Aisle C to the lot line between Proposed Lots 18 and 18.01, whereas the minimum required setback from off-street parking to an adjacent lot line is 25 feet, pursuant to Section 3-32.4.A.10 of the Ordinance;
5. A variance for insufficient number of street trees along Roads B and C, whereas street trees shall be planted an average of 45 feet on center along the entirety of the public and private frontages, except for frontages on lanes or alleys and except in front of front-loaded townhouses, pursuant to Section 3-32.5.A.7 of the Ordinance²;
6. A variance for 24.93% of the proposed dwelling units being designated as affordable (very low, low, and moderate income) units, whereas at least 25% of the dwelling units shall be designated as affordable units, pursuant to Section 3-32.5.F.1 of the Ordinance³;
7. A variance for nine (9) retaining walls having a height exceeding 6 feet, whereas retaining walls constructed within 10 feet of any property line shall not exceed six (6) feet in height, pursuant to Section 4-2.4(I) of the Ordinance;
8. A variance for a reverse frontage buffer with less than 50% evergreen trees to the rear of Apartment buildings 1, 3 and 4, and Townhouse building #21, whereas a reverse frontage buffer shall be planted where residential units back onto any street and said buffer shall be planted with masses and groupings of shade trees, ornamental trees, evergreen trees, shrubs and/or berms in a free form manner to provide contrast and create a more natural effect with no less than 50% of the plantings being evergreens with a minimum installed height of six (6) feet, pursuant to Section 4-5.5.B of the Ordinance;
9. A variance for the proposed clearing of existing vegetation within the reverse frontage buffer to the rear of Apartment buildings 1, 3 and 4, whereas existing vegetation within the landscape buffer shall be preserved and supplemented, pursuant to Section 4-5.5.C of the Ordinance;

² The Applicant stipulated to complying with the Ordinance requirements, such that the requested relief is no longer necessary.

³ The Applicant stipulated to complying with the Ordinance requirements, such that the requested relief is no longer necessary.

10. A variance for ground mounted lighting structures within the reverse frontage buffer to the rear of Apartment buildings 1, 3 and 4, whereas no buildings, structures, storage of materials or parking shall be permitted within the buffer area, pursuant to Section 4-5.5.E of the Ordinance;
11. A variance for a monument sign not having the street address, whereas the street address is required to be on such a sign, pursuant to Section 4-8.4.G of the Ordinance⁴;
12. A site plan exception for screening of less than 3 feet in height between parking areas and any lot line, whereas such screening is required to be no less than 3 feet in height, pursuant to Section 5-2.2.A of the Ordinance;
13. A site plan exception for no Tree Removal and Tree Replacement Plan, whereas every application to a Board for approval of a subdivision or site plan that proposes the removal of any tree with a DBH of six inches or greater shall include a Tree Removal and Tree Replacement Plan, pursuant to Section 5-11.2.A of the Ordinance; and
14. A site plan exception for insufficient tree replacement, whereas every tree with a DBH of six inches or greater that is approved by the Board to be removed shall be replaced in accordance with the requirements set forth in Table 1, pursuant to Section 5-11.3.A of the Ordinance;
15. A site plan exception for no "hairpin" striping, whereas same is required pursuant to Section 5-2.1G of the Ordinance;
16. A site plan exception for residential driveways constructed out of asphalt up to the curb, whereas residential driveways shall be constructed with a concrete driveway apron, pursuant to Section 5-3.11.D of the Ordinance;
17. A site plan exception for the standing area in front of the garage having a grade of more than 5%, whereas the standing area in front of a garage and for a minimum length of 25 feet shall not exceed a grade of 5%, pursuant to Section 5-3.11.D of the Ordinance;
18. A site plan exception for a refuse container or recycling collection area located closer than 20 feet to Apartment buildings #8 and 9, whereas no refuse container or trash or recycling collection area shall be located closer than 20 feet from any residential unit, pursuant to Section 3-32.5.A.6 of the Ordinance;

⁴ The Applicant stipulated to complying with the Ordinance requirements, such that the requested relief is no longer necessary.

19. An exception from the Residential Site Improvement Standards (“RSIS”) for 6.7% grade at the intersection of Meister Avenue Extension, whereas a maximum street grade of any secondary street within 50 feet of the intersection shall not exceed 5%, pursuant to Section 5-21-4.19(a)(2) of the RSIS;
20. An exception from the RSIS for a centerline radius for the Meister Avenue Extension of 100 feet, whereas the minimum centerline radius for the Meister Avenue Extension shall be 150 feet, pursuant to Section 5:21-4.19(b)(5) of the RSIS; and
21. An exception from the RSIS for a minimum tangent length of less than 100 feet between the reverse curves for the Meister Avenue Extension, whereas the minimum tangent length between the reverse curves for the Meister Avenue Extension is 100 feet, pursuant to Section 5:21-4.19(b)(5) of the RSIS; and

WHEREAS, duly noticed, public hearings were held on said application on September 24, and October 22, 2019, at which times interested citizens were afforded the opportunity to appear and be heard; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant, and any other interested parties and the general public, has made the following factual findings and conclusions:

FINDINGS

1. The Property consists of approximately 36 acres and is located between Route 22 on the north and Meister Avenue on the south. The Site slopes down to the south. The Property is improved with four dwelling units, a masonry barn, and several accessory structures located in the northwest area of the Site. The Applicant proposes to remove all of the existing improvements. The southern area of the Site is comprised of an open field and a wooded stream corridor is located along the eastern perimeter of the Site. Industrial uses surround the Site to the west, south, and east, and a hotel borders the Site to the northeast.

2. The development is an inclusionary affordable housing project in fulfillment of the Township's affordable housing obligations as set forth in the Settlement Agreement with Fair Share Housing Center. The Applicant proposes 149 townhouse units and 216 apartment units, including 91 of which will be designated as affordable units.

3. The Property is currently comprised of six existing lots within the AH-3 Zone. The existing lots are proposed to be consolidated into three new lots and Meister Avenue is proposed to be extended through the tract, connecting to Route 22.⁵ The Applicant seeks preliminary and final site plan approval and preliminary subdivision approval to create three new lots: Proposed Lot 17, Proposed Lot 18, and Proposed Lot 18.01. The resultant three lots are proposed to be improved with a rental multi-family residential development as follows:

- **Proposed Lot 17:** Two (2) three-story apartment buildings are proposed. Each building would contain 24 rental apartments. A total of approximately 100 parking spaces are proposed, located between the two buildings, and to the rear (west) of the northern building (Apartment 1). A stormwater basin is proposed at the south end of Lot 17;
- **Proposed Lot 18:** Eight (8) three-story buildings are proposed on Lot 18, containing a total of 168 units. Together with the 48 units proposed on Lot 17, a total of 216 apartment units are proposed at the Site. The apartment buildings on Lot 18 would surround a central open space area containing a clubhouse, pool, and a tot lot. A maintenance building for the apartment complex is also proposed on Lot 18. A total of approximately 343 parking spaces are proposed on this lot; and
- **Proposed Lot 18.01:** A total of 23 townhouse buildings are proposed on Lot 18.01, including seven (7) two-story townhouse buildings and 16 three-story townhouse buildings. The buildings would contain a total of 149 townhouse units. The majority of the townhouses will be rear-loaded, with garages along two interior alleys. A total of approximately 384 parking spaces is proposed on Lot 18.01, including approximately 298 spaces within the townhouse garages and driveways. Three stormwater basins are proposed along the southern

⁵ A 0.165 acre roadway easement on Lot 17.01 recently was dedicated to the Township as part of the extension of Meister Avenue.

perimeter of Lot 18.01.

4. The Applicant has submitted the following plans and reports in support of its application:

- Engineering Plans prepared by F. Mitchel Ardman, P.E., of the Reynolds Group, Inc., dated March 5, 2019, last revised September 9, 2019, same consisting of Sheets 3-6 of 33 (4 sheets);
- Meister Avenue and Meister Ave. Road Extension Temporary Intersection Plans, prepared by F. Mitchel Ardman, P.E., P.P., and Jeffrey D. Reynolds, P.L.A., dated October 8, 2019, unrevised, same consisting of two (2) sheets;
- Preliminary Plat prepared by David C. Coleman, P.L.S., of the Reynolds Group, Inc., dated March 5, 2019, last revised September 9, 2019, same consisting of one (1) sheet;
- A North Branch Walk Parking Distance Map prepared by the Reynolds Group, Inc., dated September 9, 2019, unrevised, same consisting of one (1) sheet;
- North Branch Walk Townhouse-Building Height Calculations prepared by the Reynolds Group, Inc., dated September 9, 2019, unrevised, same consisting of three (3) sheets;
- Architectural Plans prepared by Laurence D. Appel, R.A., of Appel Design Group Architects, undated, last revised September 24, 2019, same consisting of twenty-two (22) sheets;
- Intersection Concept prepared by Gary W. Dean, P.E., of Dolan & Dean Consulting Engineers, LLC, dated August 22, 2019, unrevised, same consisting of one (1) sheet;
- Traffic Impact Analysis for North Branch Walk prepared by Elizabeth Dolan, P.E., and Gary W. Dean, P.E., P.P., of Dolan & Dean Consulting Engineers, LLC, dated March 6, 2019;
- Environmental Impact Statement ("IES") prepared by F. Mitchel Ardman, P.E., of the Reynolds Group, Inc., dated March 2019; and
- Community Impact Statement prepared by Richard B. Reading Associates, dated May 29, 2019; and

5. The Board has received and considered memoranda prepared by the following:

- The Township Planners, Michael F. Sullivan, A.S.L.A., A.I.C.P., and Andrea Malcolm, P.P., A.I.C.P., dated September 19, 2019;
- The Township Engineer, Douglas Ball, P.E., dated September 20, 2019;
- The Board Traffic Consultants, John H. Rea, P.E., and Jay S. Troutman, Jr., P.E., dated September 4, and October 16, 2019;
- The Municipal Land Use Officer, Thomas Leach, dated July 3, 2019, last revised August 21, 2019;
- The Fire Marshal, Joseph V. Olivo, dated August 27, 2019;
- The Health Officer, Cinthia Weaver, dated July 17, 2019, last revised October 14, 2019 (no comment); and
- The Environmental Commission, Douglas Pollock, dated September 5, and October 3, 2019.

6. Michael P. O'Grodnick, Esq., of Savo, Schalk, Gillespie, O'Grodnick & Fisher, entered his appearance on behalf of the Applicant.

7. The Township Planner, Michael F. Sullivan, A.S.L.A., A.I.C.P., and the Township Engineer, Douglas Ball, P.E., C.M.E., C.F.M., both were duly sworn according to law.

8. Mr. O'Grodnick provided a brief overview of the project stating the Applicant proposes combine all six lots (17, 18, 19, 20, 21, and 24), remove all existing improvements, and then subdivide the merged lots into three new lots (Proposed Lots 17, 18, and 18.01). He explained that the Applicant proposes to construct 149 townhomes and 219 apartments, 91 of which will be affordable units. Mr. O'Grodnick provided a summary of the requested relief.

9. Art Bernard, P.P., of Art Bernard and Associates, having a business address of 77 North Union Street, Lambertville, New Jersey, was duly sworn according to law, provided his

qualifications, and was accepted by the Board as an expert in the field of professional planning. Mr. Bernard provided an overview of the history of the Council on Affordable Housing ("COAH") and the Mt. Laurel litigation, and he explained how same relates to the Applicant's proposal. He explained the difference between affordable housing and subsidized housing and explained the income requirements necessary for someone to qualify for affordable housing in New Jersey. Mr. Bernard further explained that the Applicant is providing a 25% set-aside, rather than the standard or presumptive set-aside of 15%, of affordable housing units as compared to market rate units in the proposed inclusionary project. He opined that the increased set-aside would help the municipality meet its affordable housing requirements with less of an impact on the surrounding community.

10. F. Mitchel Ardman, P.E., of the Reynolds Group, Inc., having a business address of 575 Route 28, Suite 110, Raritan, New Jersey, was duly sworn according to law, provided his qualifications, and was accepted by the Board as a professional engineer. Mr. Ardman introduced into evidence, as Exhibit A-1, a color rendering of the Overall Site Plan (Sheet 3) with the proposed landscaping superimposed thereon, same last revised September 11, 2019.

11. Referencing Exhibit A-1, Mr. Ardman testified that the Property is approximately 36 acres in area and is bordered by Route 22 to the north, Meister Avenue to the south, a gravel cul-de-sac to the west, and a hotel to the east. He further testified that the Property is encumbered by wetlands channel features on the eastern property line and in the center of the Property, wetlands buffer areas, woodland areas, and a sanitary sewer line that runs along Meister Avenue.

12. Mr. Ardman testified that the Applicant proposes to construct a multifamily inclusionary residential development consisting of apartment buildings and townhouses. He further testified that there would be 10 apartment buildings, 8 of which would have 24 units, and

2 of which will have 12 units, and designed around the proposed clubhouse and amenities (pool, tot lot, BBQ/patio area, and open space area). Mr. Ardman testified that the apartment building area is divided by the proposed Meister Avenue Extension, such that 48 apartment units (within 2 buildings) are located to the left/west of the Meister Avenue Extension, and 168 units (contained within 8 buildings) are located on the right/east side of the Meister Avenue Extension. He further testified that, out of the proposed 216 apartment units, 91 units would be designated as affordable units. Mr. Ardman opined that parking for the apartment units is well distributed, with 100 spaces on the left/westerly side, and approximately 343 parking spaces on the right/easterly side, of the Meister Avenue Extension.

13. Mr. Ardman testified that the southern portion of the development would consist of 23 buildings containing between four (4) and eight (8) townhouse units each. Mr. Ardman described the different types of townhouses proposed. He explained that townhouse buildings 1 through 15 would be "alley loaded", and would have driveways in the rear of the units that can be accessed from an alley, rather than from the main interior roads. Mr. Ardman opined that the design is more aesthetically pleasing, because the view from the road will not be of garages and cars, but rather of the front entrances of the townhouses and sidewalks, which promotes a "front door living" design. The Board Planner, Mr. Sullivan, opined that another benefit of the proposed design is that the Applicant can provide street trees along the main interior roads. Additionally, he opined that there is less likelihood of pedestrian/vehicular conflicts, because all parking is in the rear of the dwelling. Mr. Ardman opined that the 20-foot wide alleys provide sufficient space for two cars to pass. He further opined that the proposed 828 parking spaces would be more than sufficient given the required number of parking spaces is 779, which leaves 49 extra parking spaces that can be used by visitors. Mr. Ardman testified that the Applicant is

providing a sufficient number of ADA compliant parking spaces, all of which are located closest to the apartment buildings that they serve.

14. Mr. Ardman explained that the Applicant is proposing to subdivide the lots so as to keep the apartment units and the townhouse units separate for financing purposes. He further explained that the introduction of the lot lines cause the bulk of the nonconforming conditions. He reiterated that the proposed lot lines are solely for financing purposes and that the development will function as one community. Mr. Ardman testified that the entire development would be constructed as one phase, starting with the clubhouse and then working around from the top area of the apartments to the townhouse units. He explained that no true phasing is proposed for the project, but phasing may be necessary for purposes of bonding.

15. As to the topography, Mr. Ardman testified that the Site slopes south from Route 22 to Meister Avenue, and has slopes ranging from between 5% and 15%. He explained that the development would be tiered and that there may be step downs in each building. Mr. Ardman further testified that the Applicant proposes to install retaining walls, some of which are proposed to be taller than six (6) feet, thereby requiring variance relief. He explained that the walls would also be located around the environmental and stormwater features on the Property. Mr. Ardman testified that the tallest retaining wall is 16 feet in height and is located around critical wetland areas.

16. As to stormwater management, Mr. Ardman testified that stormwater runoff flows from north to south, through inlets in the proposed parking areas. He explained that the runoff from the roof areas and parking lots would be directed into the proposed stormwater detention basins. Mr. Ardman further explained that five (5) such detention basins are planned throughout the Site. He confirmed that the Applicant complies with the Township and State stormwater

management requirements, and he stipulated, on behalf of the Applicant, to complying with all of the comments regarding stormwater management set forth in the memoranda of the Board professionals.

17. As to the landscaping, Mr. Ardman testified that the Applicant proposes landscaping along all of the exterior boundaries of the Property, including along Route 22, along the easterly/westerly sides of the entrance, along Meister Avenue, and along the south/bottom of the Property. He explained that the landscaping includes a berm, evergreens, ornamental plantings, and shrubs. As to the interior landscaping, Mr. Ardman testified that same is focused around the clubhouse, the pool, and along the walkways. He further testified that the Applicant proposes to install street trees along all of the internal roadways and foundation plantings along the dwelling units.

18. As to the lighting, Mr. Ardman testified that the lighting plan includes a series of 15 foot tall poles with LED light fixtures. He explained that the lighting would be even across the Site while still providing sufficient lighting for motorists and pedestrians. Mr. Ardman testified that the lighting is focused on the entrance to the Site and that they are a more decorative style.

19. As to the signage, Mr. Ardman testified that the Applicant would comply with the Ordinance requirements. He explained that the signage would consist of masonry and brick. Mr. Ardman further explained that there is a "V" shaped sign on Route 22 and that there are signs along each of the entrances except the southeast entrance off of Meister Avenue, as well as near the clubhouse, along the Meister Avenue Extension and internal roads B and E. He testified that the signage would be illuminated with low level ground mounted fixtures.

20. As to the September 20, 2019 Review Memorandum prepared by the Township Engineer, Mr. Ball, the Applicant stipulated, as a condition of approval, to complying with the comments and requirements set forth therein. As to Item 19(H), Mr. Ardman explained that the Township is looking into connecting the two Meister Avenue cul-de-sacs, and that there is a paper street that exists in the southwest corner of the Property, but that same is not in an appropriate location and that the Applicant may need to acquire more lot area. He further explained that Meister Avenue would connect to Route 22 and noted that same was a goal set forth in the Land Use Element of the Master Plan. As to Item 22, Mr. Ardman testified that the Applicant had modified (shortened) the dumpsters between Apartment buildings # 8 and 9, to eliminate the need for variance relief. Mr. Ball suggested that the Applicant seek the requested variance relief instead, because then the proposed dumpsters would not need to be modified. Mr. Ball encouraged the Board to consider granting said relief because he believed that the nonconforming condition constituted a better planning alternative than a conforming dumpster. Mr. Ardman testified that the Applicant is proposing 6 dumpsters for the apartment buildings.

21. As to the September 19, 2019 Review Memorandum prepared by the Township Planners, Mr. Sullivan and Ms. Malcolm, the Applicant stipulated, as a condition of approval, to complying with the comments and requirements set forth therein or obtain the variances and exceptions noted and approved. On questioning by the Board as to whether the proposed lots could be sold individually, Mr. Ardman testified that the Applicant did not intend to do that and, instead, intended to keep all of the lots under common ownership so as to keep the lots together. As to the location of Townhouse building #16, Mr. Ardman conceded that said building is isolated and requested input from the Board as to a potential alternative. As to Item 6.3(1) regarding the proposed fencing, Mr. Ardman testified that the Applicant would prefer to use

PVC fencing, rather than a masonry or metal wall as suggested in the review memorandum, and to integrate same into the proposed masonry wall. As to Item 6.3(3), Mr. Ardman explained that the retaining walls cannot be redesigned to show planned landscape architecture design because the walls are necessary for grading and cannot be extended or raised. As to Item 6.5(3) regarding the reverse frontage buffer, Mr. Ardman testified that the Applicant is proposing 40% evergreens, rather than 50% as required, but stipulated, as a condition of approval, to providing no less than 40% evergreens.

22. As to the August 27, 2019 Review Memorandum prepared by Mr. Olivo, the Fire Official, the Applicant stipulated, as a condition of approval, to complying with all of the comments and recommendations set forth therein. The Applicant further stipulated to complying with the comments set forth in the September 5, 2019 Review Memorandum of the Environmental Commission and the July 17, and September 23, 2019 Review Memoranda of the Health Officer.

23. On public questioning, Alan Actel, having an address of 536 Greenvalley Drive, Bridgewater, questioned the development's impact on traffic and he was advised that the Applicant's Traffic Engineer would address his questions. Mr. Actel further questioned the stormwater management on Site and Mr. Ardman advised that the proposed stormwater management facilities would sufficiently capture stormwater runoff.

24. On further public questioning, Ernst Brand, having an address of 62 Katydid Drive, Branchburg, questioned whether the development was part of a PILOT program and Mr. Sullivan confirmed that it is not. Mr. Brand then asked about a new entrance to the Site and Mr. Ardman confirmed that the Applicant is proposing a signalized intersection and that same is subject to the review and approval of the New Jersey Department of Transportation ("NJDOT").

25. On further public questioning, Robin Goldstein, having an address of 241 Carol Jean Way, Branchburg, questioned whether water pressure will be affected by the new development. Mr. Ardman advised that the Applicant knows where the water line ends and what the current water pressure is at that location. Based on same, Mr. Ardman advised that he is confident that the existing water line can adequately supply the project.

26. Laurance D. Appel, R.A., of Appel Design Group, having a business address of 220 South Orange Avenue, Suite 100, Livingston, New Jersey, was duly sworn according to law, provided his qualifications, and was accepted by the Board as an expert in the field of architecture. Mr. Appel introduced the following exhibits into evidence:

- **Exhibit A-2**: Architectural plans last revised September 23, 2019;
- **Exhibit A-3**: Colorized rendering of the front elevation of the proposed townhome buildings, last revised September 23, 2019;
- **Exhibit A-4**: Colorized rendering of the front elevation of the proposed apartment buildings, last revised September 23, 2019; and
- **Exhibit A-5**: Material board with proposed colors and materials.

27. Mr. Appel described the various proposed townhome styles and the floor plans associated with each. He explained that the buildings were designed to utilize the grading and reduce disturbance of the Site. Mr. Appel testified that the Applicant had modified the plans from what had originally been submitted to reduce the amount of brick proposed. He confirmed that the architectural style, materials, and colors would be consistent as to all sides of each of the buildings. Mr. Appel testified that all of the proposed buildings would be consistent. Referencing **Exhibit A-5**, he described the proposed siding, roof, window, and brick colors.

28. Mr. Appel described the proposed apartment buildings. He testified that there are four different types of apartments, three of which include affordable units. Mr. Appel further

testified that the design of the apartment buildings is a function of the grading and ability to stack units. On questioning as to whether there would be an observable difference between the market rate units and the affordable units, Mr. Appel testified that the affordable units are slightly smaller, but that the size difference would not be noticeable from the exterior of the units. He further testified that only two bedroom market rate units are proposed, whereas the affordable units include one-, two-, and three-bedroom units, in accordance with the Uniform Housing Affordability Controls ("UHAC") Regulations on bedroom distribution. Mr. Appel explained that the ground floor apartment units are adaptable and can be converted into ADA/FHA compliant units, as necessary. On questioning as to the architecture of the apartment units, he explained that they would be similar in style to the townhouse units and would utilize the same trims, dormers, accent gables and roofing, and that the materials would be consistent across all of the proposed structures.

29. Mr. Appel testified that the clubhouse is located along the main entrance to the development and within a courtyard surrounded by the proposed apartment buildings. He explained that the clubhouse has a walk-out basement and consists of approximately 5,000 square feet, exclusive of a model apartment that is approximately 2,650 square feet. Mr. Appel testified that the clubhouse includes a leasing office, and that the proposed tenant amenities including a library, multipurpose room, fitness room, and access to the pool and tot lot. He further testified that the clubhouse would have an elevator and would be fully accessible.

30. Mr. Appel testified that the proposal also includes a small maintenance building that the landlord can use to service apartments and store materials and appliances. He testified that the maintenance building is approximately 2,500 square feet. Mr. Appel confirmed that the

exterior façades of the apartments, townhomes, clubhouse, and maintenance building all would be consistent as to architectural style, colors, and materials.

31. At the October 22, 2019 hearing, Mr. O’Grodnick advised that the Applicant had modified the proposal to relocate townhouse building 16, thereby eliminating the need for the requested variance relief for the deviations from the Concept Plan, dated July 27, 2018.

32. Mr. Appel, having been previously sworn, introduced the following exhibits into evidence:

- **Exhibit A-6**: Revised townhouse layout, last revised September 24, 2019; and
- **Exhibit A-7**: Clubhouse Building front elevation, last revised October 17, 2019.

33. Mr. Ardman testified that the Applicant had switched the location of the tot lot and Townhouse building 16, thereby eliminating the nonconforming community design.

34. Gary W. Dean, P.E., P.P., of Dolan & Dean Consulting Engineers, LLC, having a business address of 181 West High Street, Somerville, New Jersey, was duly sworn according to law, provided his qualifications, and was accepted by the Board as an expert in the field of traffic engineering. Mr. Dean introduced the following exhibits into evidence:

- **Exhibit A-8**: Intersection concept plan, last revised September 23, 2019; and
- **Exhibit A-9**: Colorized Meister Avenue and Meister Avenue Road Extension temporary intersection plan, last revised October 8, 2019.

35. Mr. Dean testified that the Applicant proposes to connect the western end of Meister Avenue via the proposed Extension to Route 22 to align opposite Easton Turnpike, “near the QuickChek.” Referencing **Exhibit A-8**, Mr. Dean testified that the Applicant had presented a full intersection concept plan to the NJDOT, but had not yet formally submitted the plan for review. Referencing **Exhibit A-9**, he explained that while DOT approvals were pending for the

full intersection plan, an interim plan is proposed limited to right in/right out from the Meister Avenue Extension onto Route 22 (i.e., no left turn onto/off Route 22). Pursuant to a request from Township Engineer Doug Ball, the Meister Avenue Extension would terminate as a temporary cul-de-sac within the development approximately two thirds of the way south of Route 22.

36. Mr. Dean testified regarding traffic calming measures that would be installed along the Meister Avenue Extension, including at the stop signs/four-way intersection and along same.

37. On questioning by the Board as to the NJDOT standard for distance between traffic signals on Route 22, Mr. Dean advised that traffic signals should be 0.5 miles apart. He recognized that the proposed traffic light will be just less than 0.5 miles from the nearest traffic signal.

38. On questioning as to the anticipated interim gap between the implementation of the initial and final traffic plans, Mr. Dean testified that the Applicant would submit the Intersection Concept Plan (Exhibit A-8) to the NJDOT as soon as possible and, ideally, would get NJDOT approval before construction starts on the site improvements. He explained that if NJDOT approval of the Intersection Concept Plan (Exhibit A-8) is not received before construction begins, which is more likely than not, the Applicant can construct the development, including the required affordable units, and implement the Temporary Intersection Plan (Exhibit A-9) for upto two years, at most.

39. John H. Rea, P.E., the Board's Traffic Consultant, was duly sworn according to law. Mr. Rea testified that it is important for the Applicant to submit the Intersection concept

plan as quickly as possible and Mr. Dean advised that he and Mr. Ardman are in the process of doing so.

40. On Mr. Rea's questioning, Mr. Dean reiterated that the number of parking spaces proposed exceeds the amount of required parking spaces, and that the parking and roadways are in compliance with the Residential Site Improvement Standards ("RSIS").

41. On public questioning, Robin Goldstein, having an address of 241 Carol Jean Way, Branchburg, questioned the likelihood of site traffic traveling through the Fox Hollow development, particularly via France Drive. Mr. Dean advised that such possibility was unlikely, but that his office can further evaluate the impact on France Drive. Ms. Goldstein further questioned the proposed right-in/right-out design and Mr. Dean advised that said design would be exaggerated to deter drivers from attempting to cut directly across Route 22 to reach Easton Turnpike.

42. On further public questioning, Alan Actel, having an address of 536 Spring Valley Road, Bridgewater, questioned how many vehicles would be entering Route 22 between 8:00 AM and 9:00 AM. Mr. Dean testified that between the weekday morning traffic peak hour of 7:15 AM and 8:15 AM, approximately 129 residents would leave the development, but that they would likely be going in all four directions; north, south, west, and east. Mr. Dean further testified that the largest number of vehicles would be headed toward Route 78 and this would be approximately 50 vehicles.

43. Mr. Appel, the Applicant's architect, having been previously sworn, referenced Exhibit A-9 and described building types throughout the development, as well as the location of the proposed affordable units.

44. Mr. Bernard, the Applicant's professional planner, having been previously sworn, provided an overview of the requested relief. He explained that most of the variances are created by the proposed subdivision lot lines, which are necessary for financing purposes only. Mr. Bernard testified that all of the requested variance relief could be granted pursuant to N.J.S.A. 40:55D-70(c)(2). In this regard, he opined that the proposal advances purposes (a), (i), and (g) of the Municipal Land Use Law ("MLUL") in that it promotes the general welfare, promotes a desirable visual environment, and provides sufficient space in appropriate locations. He further opined that the proposal provides a significant number of affordable units and that same helps the Township meet its affordable housing obligations. Mr. Bernard contended that the proposal is ideal because it utilizes the existing grade.

45. Mr. Bernard further opined that the Applicant had demonstrated an entitlement to most of the requested variance relief pursuant to N.J.S.A. 40:55D-70(c)(1), given the environmental constraints on the Property, including wooded areas, wetlands, slopes, and buffer areas.

46. As to the negative criteria, Mr. Bernard testified that the proposal will not result in substantial detriment to the public good. He reiterated that the proposed subdivision line creates many of the nonconforming conditions and he noted that the proposed line is strictly for finance purposes and does not impact the overall layout of the development. Mr. Bernard opined that the Applicant is substantially complying with the landscaping requirements. He further opined that the proposal would not result in substantial impairment of the Master Plan or Zoning Ordinances, particularly since the proposed uses are permitted, the density is reasonable, and the deviations from the zone plan are de minimis and do not represent a substantial break from the overall goals

of the plan. Mr. Sullivan, the Board's professional planner, confirmed that the proposal advances the goals of the Master Plan.

47. No member of the public objected to, or commented on, the Applicant's proposal.

DECISION

48. After reviewing the evidence submitted, the Board, by a vote of 6 to 0, finds that the Applicant has demonstrated an entitlement to the requested preliminary and final major site plan approval, preliminary major subdivision approval, and bulk variance and site plan exception relief.

The "c(1)" Positive Criteria:

49. As to the positive criteria for relief under subsection "(c)(1)" of Section 70 of the MLUL (i.e., "undue hardship" variance relief), for all of the requested variance relief, the Board finds that the Applicant has demonstrated that strict application of the zoning regulations will result in peculiar and exceptional difficulties to, or exceptional and undue hardship upon, it as the owner of the Property, as a result of unique conditions of the Property, specifically the environmental and other constraints on the Property which include wetlands, wetland buffer areas, steep slopes, wooded areas, and utility easements. The Board recognizes that the requested relief as to impervious coverage and deficient setbacks relating to Proposed Lot 18 is a function of the location of the proposed lot line, and further recognizes that the proposed lot line is necessary solely for financing purposes and will not impact how the lots function as a whole.

50. As to the requested variance relief for the height of the proposed retaining walls, the Board finds that the Applicant has demonstrated that the excessive height is necessary given the existing topography of the Site. The Board recognizes that, while the height of the walls could be reduced if they were "stepped up", stepping the walls is not possible in certain locations

given the location of the environmental constraints and the proposed stormwater management systems.

51. As to the requested relief for deficient plantings in, and the clearing of existing vegetation within, the reverse frontage buffer, the Board finds that the Applicant has demonstrated that the proposed planting mix is acceptable because it will still provide sufficient screening notwithstanding the technical deficiencies as to the proportion of evergreens. Moreover, the Board finds that the Applicant has demonstrated that the clearing of existing vegetation is necessary to construct the internal roadways. As to the proposed ground mounted lighting structures within the reverse buffer, the Board recognizes that, in order for the lighting to be sufficient, the fixtures must be located in the reverse buffer area. Moreover, the Board finds that the Applicant has demonstrated that the undue hardship that would be incurred, by the Applicant if the zoning and site plan regulations were to be strictly enforced, would not be self-created by the Applicant or any predecessor-in-title. As such, the Board finds that the Applicant has demonstrated an entitlement to all of the requested variance relief pursuant to subsection “(c)(1)” of Section 70 of the MLUL.

The “c(2)” Positive Criteria:

52. As to the positive criteria for relief under subsection “(c)(2)” of Section 70 of the MLUL, or “flexible c” variance relief, for all of the variance relief requested, the Board finds that the Applicant has demonstrated that the purposes of the MLUL will be advanced by the requested deviations from the zoning requirements and that the benefits to be derived therefrom will substantially outweigh any detriments associated therewith. Here, given the inherently beneficial nature of providing affordable housing, the Board finds that the Applicant has demonstrated that the proposal will advance the goals of the MLUL, as set forth in N.J.S.A.

40:55D-2, including the purposes set forth in subsections (a), (c), (e), (i) and (m), in that the proposal promotes the general welfare; provides adequate light, air and open space; promotes the establishment of appropriate population densities and preservation of the environment; promotes a desirable visual environment, and encourages the efficient use of land. As to the requested relief for deficient buffers and the clearing of existing vegetation within the reverse frontage buffer, the Board finds that existing and proposed landscaping will provide a sufficient buffer to mitigate any potential detriment associated with said deviations from the Ordinance requirements.

53. As to all of the requested variance relief, the Board recognizes that the proposed development will provide substantial benefits, including the provision of affordable housing in an aesthetically pleasing environment, with minimal impact on the existing traffic conditions. In this regard, the Board recognizes that the Applicant intends to connect Meister Avenue to Route 22, which will achieve a goal of the Master Plan, as well as improve on- and off-site circulation. By contrast, the Board finds the detriments associated with the proposal are relatively modest and, taken together with the conditions stipulated to by the Applicant and set forth below, the benefits of the proposal substantially outweigh the relatively modest detriments associated therewith.

The “c(1)” and “c(2)” Negative Criteria:

54. As to the negative criteria under both the subsection 70(c)(1) and subsection 70(c)(2) alternative bases for the requisite variance relief, the Board finds that the Applicant has satisfied same by demonstrating that the requested relief can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinance.

55. The Board considers, in regard to the “no substantial detriment” prong of the negative criteria, that the relatively modest detriment associated with the Applicant’s proposal would be mitigated by the conditions stipulated to by the Applicant, as set forth below. Moreover, the Board finds that the proposal will not have a significant detrimental impact on the existing traffic conditions or any of the adjacent properties, particularly given the proposed landscaping and stormwater management improvements. The Board further finds that the existing and proposed landscape will mitigate any potential visual detriment associated with the Applicant’s proposal. Finally, in this regard, the Board notes that there was no public objection to the development application.

56. With regard to the intent and purpose of the zone plan and zoning ordinance, the Board recognizes that the purpose of the AH-3 Zone is to “provide for the development of multifamily housing of which 25% is restricted to occupancy by households of very low, low and moderate income. Affordable dwellings shall be integrated with and indistinguishable in outward appearance from the market rate housing.” The Board finds that the Applicant’s proposal is entirely consistent with the stated purpose of the AH-3 Zone. Additionally, the Applicant’s proposal is not inconsistent with Goal 4 as set forth in the 2011 Land Use Plan Element, “Goal 4: To address Branchburg’s affordable housing obligation” and “to provide for a variety of housing types compatible with the size and scale of the surrounding area serving a broad range of needs of Branchburg residents of all ages and income levels.” The Applicant’s proposal also advances the goal of connecting Meister Avenue and Route 22. As such, the Board finds that the proposal certainly does not amount to “spot zoning”, and it does not substantially impair the intent and purpose of the zone plan and zoning ordinance.

Site Plan Exceptions:

57. As to the requested site plan exceptions, the Board finds that the Applicant has demonstrated, pursuant to N.J.S.A. 40:55D-51 and Section 6-2.4 of the Land Development Ordinance, that the literal enforcement of the site plan provisions of the Ordinance will exact undue hardship upon the Applicant because of peculiar conditions pertaining to the Property. As to the exceptions for insufficient landscaping between a parking area and lot line, failure to provide a Tree Removal and Replacement Plan, and insufficient tree replacement, the Board finds that the proposed landscaping should provide sufficient screening and that requiring the Applicant to plant additional plantings would result in undue hardship upon the Applicant. In this regard, the Board recognizes that the development includes a network of internal roads and that sight distances at the intersections and driveways must not be obscured. As such, the Board concurs with the testimony of the Applicant's expert engineer and professional planner and grants the requested site plan exception relief.

Amended Preliminary and Final Major Site Plan and Preliminary Subdivision Approval:

58. Finally, the Board finds that the Applicant has demonstrated compliance with the Site Plan and Subdivision requirements set forth in Article 5 of the Land Development Ordinance and, therefore, has demonstrated entitlement to amended preliminary and final major site plan approval, as well as preliminary major subdivision approval, subject to the conditions stipulated to below.

WHEREAS, the Board took action on this application at its meeting on October 22, 2019, and this Resolution constitutes a Resolution of Memorialization of the action taken in accordance with N.J.S.A. 40:55D-10(g):

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Branchburg on this ____ day of December, 2019, that the application of **SYCAMORE DEVELOPERS, LLC**, for amended preliminary and final major site plan approval, together with minor subdivision approval, and bulk variance and design waiver relief, as aforesaid, be granted, subject to the following conditions:

1. Any and all outstanding escrow fees shall be paid in full and the escrow account shall be replenished to the level required by Ordinance within 30 days of the adoption of a Resolution, within 30 days of written notice that a deficiency exists in the escrow account, prior to signing the site plan and/or subdivision plat, prior to the issuance of a zoning permit, prior to the issuance of construction permits, and prior to the issuance of a temporary and/or permanent certificate of occupancy, completion or compliance (whichever is applicable);
2. The Applicant and all future owners shall maintain all three lots as a single development and all three lots shall remain under single ownership and managed by one entity, except that separate ownership (but not management) will be permitted on a temporary basis, only to the extent and only for the duration absolutely required to comply with bank financing requirements or in the event of foreclosure, and such separate ownership shall still constitute common ownership such that all separate ownership entities shall have common and overlapping members, unless in the event of foreclosure, and the Applicant shall prepare a deed restriction stating same, which shall be subject to the review and approval of the Township Engineer and Township Attorney and, upon their approval, same shall be recorded with the Somerset County Clerk's Office;
3. The Applicant shall implement the Temporary Intersection Plan (Exhibit A-9) unless, and until, the approval by the DOT of the proposed signalization at the intersection of Route 22 and the Meister Avenue Extension. The Meister Avenue signalized intersection is subject to NJDOT and Somerset County jurisdiction and any changes to the geometry of the signalized intersection which may deviate from the Intersection Concept Plan (Exhibit A-8), prepared by Gary W. Dean, P.E. dated August 22, 2019, may be granted administratively by the Township Engineer after the approval of the final design by NJDOT;
4. The Applicant shall install a crosswalk across Aisle A where it intersects with Meister Avenue Extension, as depicted in the Intersection Concept Plan. The Applicant shall also install appropriate signage and lighting at this location to enhance pedestrian safety, subject to the review and approval of the Township Engineer;
5. The Applicant shall reorient the proposed seating along the central open space walkways such that it faces the central open space. Seating shall also be provided at the clubhouse entrance and along the path within the central open space area between Apartment

Buildings 5 and 6. The Applicant shall provide a detail for the proposed metal benches or similar durable seating, along with an enlarged plan showing the benches in relation to the other site elements within, and adjacent to, the open space, and same shall be subject to the review and approval of the Township Planner;

6. The Applicant shall relocate the bike rack area for the clubhouse to be closer to the entrance. The Applicant shall also install bike racks near the barbeque area and at the intersection of the paths to the northeast of the pool. The Applicant shall provide a detail depicting the type of bike rack (inverted "U" steel bike racks are recommended) and associated pad, in both plan and elevations, and same shall be subject to the review and approval of the Township Planner;
7. The Applicant shall meet with the Board of Education regarding the location of bus stops and install same in accordance with the advice of the Board of Education;
8. The Applicant shall install privacy fences for the townhouse end units that are adjacent to roads. The fences shall extend approximately, but not less than, 10 feet from the corner of the building toward the alley, subject to the review and approval of the Township Engineer and Planner;
9. The Applicant shall submit a tree replacement calculation pursuant to Section 5-11.3, if applicable, and same shall be subject to the review and approval of the Township Planner;
10. The Applicant shall install street trees at each corner of intersecting roads and alleys to the extent possible given the required sight triangles, subject to the review and approval of the Township Engineer;
11. The Applicant shall coordinate the design of the frontage buffer along the Meister Avenue Extension with the trees on each side of the road and same shall utilize similar tree species and spacing, subject to the review and approval of the Township Planner;
12. The Applicant shall revise the plan to indicate the density and composition of the existing vegetation being retained, and will provide additional plantings to supplement the existing vegetation, subject to the review and approval of the Township Planner;
13. The Applicant shall provide additional plantings to create a visual screen along and around Basins 2a, 2b, and 3 to reduce visual impacts on townhouse units from industrial uses located across Meister Avenue, subject to the review and approval of the Township Planner;
14. The Applicant shall provide additional plantings around the perimeter of the stormwater basins to help integrate these features into the surrounding landscape. The planting shall incorporate evergreen screening where basins are located along the perimeter near adjacent industrial uses, subject to the review and approval of the Township Planner;

15. The Applicant shall provide more shade trees along the central open space walkway to eliminate gaps to the east of the pool and playground, subject to the review and approval of the Township Planner;
16. The Applicant shall provide seating for the townhouse open space area located to the south of THN-19 and THN-20, subject to the review and approval of the Township Planner;
17. The Applicant shall plant a greater variety of shade trees around the playground and tot lot. The Applicant shall also provide seating for the tot lot near THN-15 and a detail for both the playground and tot lot shall be provided. The plantings and seating shall be subject to the review and approval of the Township Planner;
18. The Applicant shall revise the plans to indicate the location of any ground level mechanical equipment and shall screen same in accordance with the ordinance requirements, subject to the review and approval of the Township Engineer;
19. The Applicant shall provide enlarged details depicting the proposed façade plantings for each building type/size, subject to the review and approval of the Township Planner;
20. The Applicant shall revise the planting schedule as follows, subject to the review and approval of the Township Planner:
 - a. Individual plant quantities shall be added to the plant schedule;
 - b. A greater variety of native and durable shade tree species shall be included on the planting plan; Pin Oak, Bloodgood Japanese Red Maple, Kousa Dogwood, Glossy Abelia, Tricolor Rose of Sharon, Anthony Waterer Spirea, and Mohave Firethorn plantings shall be replaced with native, durable, non-invasive species;
 - c. Dark American Arborvitae shall be replaced with an alternative evergreen tree species that is less susceptible to damage by deer; and
 - d. The New Jersey native honeysuckle (Trumpet Honeysuckle) shall replace the proposed Tatarian Honeysuckle;
21. The Applicant shall revise the plans to include planting notes and details. Given the extensive grading proposed on the Site, there may be areas where soil will need to be supplemented to provide for adequate growth of trees and the planting notes and details shall be added to address this concern. The revised plans shall be subject to the review and approval of the Township Planner;
22. The Applicant shall revise the details for the trash enclosure to include a color integral to the concrete block material that is consistent with building color and materials. The proposed chain link gate shall be replaced by a self-closing solid gate to provide screening of the enclosure. The revised plans shall be subject to the review and approval of the Township Planner;

23. The Applicant shall utilize an alternative globe fixture with shielding for all light fixtures in order to address the requirements of Section 5-5.B of the Ordinance;
24. The Applicant shall revise the plans to indicate that a brick veneer similar to the brick veneer utilized on the building façade shall be used for the clubhouse sign base in place of "brick or stone veneer," and the remaining materials and colors for the clubhouse sign shall be specified and materials and colors shall be specified for the other sign details, all of which shall be subject to the review and approval of the Township Planner;
25. The Applicant shall include the street address on the entrance drive monument signs as required by Section 4-8.4.G of the Ordinance;
26. As to the affordable housing units, the Applicant shall comply with the following:
- a. Affordable Dwelling Unit Tenure. All apartments shall be for rent;
 - b. Affordable Dwelling Bedroom Distribution. Pursuant to COAH's prior round regulations, N.J.A.C. 5:93-7.3(a), and the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.3(b), of the 91 affordable dwelling units, 18 (20%) are one-bedroom units, 54 (59%) are two-bedroom units, and 19 (21%) are three-bedroom units, complying with this requirement. The Applicant shall provide documentation (plans) demonstrating compliance with this breakdown subject to review and approval by the Township Planner;
 - c. Affordable Dwelling Unit Integration. §3-32.5.F requires that the affordable units be dispersed throughout a minimum of 70% of the apartment buildings in the development. The Applicant shall provide documentation (plans) demonstrating compliance with this breakdown subject to review and approval by the Township Planner;
 - d. Affordable Dwelling Phasing. The Applicant shall comply with the COAH requirements at N.J.A.C. 5:93-5.6(d). The applicant shall provide documentation (plans) demonstrating compliance subject to review and approval by the Township Planner;
 - e. Affordable Dwelling Deed Restrictions; Length of Controls. COAH at N.J.A.C. 5:93-9.2(e) and UHAC at N.J.A.C. 5:80-26.11(a), state that newly constructed affordable units shall remain affordable to low- and moderate-income households for a period of at least 30 years until terminated by the municipality. The applicant shall provide documentation demonstrating compliance subject to review and approval by the Township Planner;
 - f. Affordable Dwelling Accessibility/Adaptability. The Applicant shall comply with COAH's rules pertaining to accessibility/adaptability, including, but not limited to, N.J.A.C. 5:97-3.14; and

- g. Affordable Dwelling Amenities Fees. No additional fees shall be charged for the use of the amenities by the tenants/owners of the affordable units;
27. The Applicant shall revise the plans to demonstrate conformance with the required income distribution for all units pursuant to the Uniform Housing Affordability Controls ("UHAC") or any successor regulation. In addition, the income distribution shall be consistent with the FHA requirement that 13% of the units be affordable to very-low income households at 30% the regional median income, which supersedes the UHAC standard which says 10% of the units shall be affordable to households at 35% of the regional median income, same to be subject to the review and approval of the Township Planner;
28. The Applicant shall identify the administrative agent, in accordance with the UHAC requirements, to handle affirmative marketing, establishing pricing, reviewing the deed restriction and long-term administration of the affordable units including monitoring, same to be subject to the review and approval of the Township Planner. The Applicant shall be responsible for all administrative agent fees and costs incurred by the Township pertaining to the administration of the affordable housing units at the Property;
29. The Applicant shall provide a copy of the affirmative marketing plan, same to be subject to the review and approval of the Township Planner;
30. The Applicant shall indicate what percent, if any, of the affordable units will have a preference for veterans;
31. The Applicant shall enter into a Development and Affordable Housing Agreement with the Township subject to the review and approval of the Township Attorney and Township Planner;
32. The Applicant shall extend the proposed fence to fully screen the alleys labeled Road "D", Alley "G" and Alley "F", same to be subject to the review and approval of the Township Engineer;
33. The Applicant shall provide a traffic marking and signage plan to show various regulations including, but not limited to, stop controls, fire lanes and no parking signs, same to be subject to the review and approval of the Township Engineer;
34. The Applicant shall consider tree canopies with the turning movements at intersections and shall revise the plans accordingly to account for same, same to be subject to the review and approval of the Township Engineer;
35. The Applicant shall provide a detailed site plan(s) for open spaces, same to be subject to the review and approval of the Township Engineer;

36. The Applicant shall submit open space calculations for each of the proposed lots, same to be subject to the review and approval of the Township Engineer;
37. The Applicant shall revise the drawings to show the NJDEP approved wetland buffers and riparian zones. A conservation easement area shall be defined such that the lines are uniform line segments which encompass the NJDEP areas, same to be subject to the review and approval of the Township Engineer;
38. The conservation easement shall be referenced as a "conservation license agreement area" which shall be an exhibit to the Township's Conservation License Agreement. Once reviewed and approved by the Township Engineer and the Township Attorney, the conservation license agreement shall be recorded with the Somerset County Clerk's Office;
39. The Applicant shall revise the cover sheet and parking calculation to reflect the correct number of townhouse surface parking spaces are being provided;
40. The Applicant shall revise the plans to show the townhouse on-street parking spaces in a continuous but not individual spaces which shall account for the Title 39 parking prohibitions and truck turning templates;
41. The Applicant shall submit a plan showing the required number of parking spaces for each apartment and townhouse and shall show the actual allocation of spaces on the plan. The plan shall account for office staff, life guards, and various personnel which are not included in the RSIS requirements. The revised plans shall be subject to the review and approval of the Township Engineer;
42. The Applicant shall submit a profile of the proposed retaining walls and shall identify on the plan which walls exceed the six foot height requirement, same to be subject to the review and approval of the Township Engineer;
43. The Applicant shall locate any above grade transformers, hot boxes or cabinets on the Site outside of the frontage buffer and same shall be shown on the drawings. The Applicant shall add a note on the drawings providing that all above grade utility boxes shall be painted and/or landscaped to the satisfaction of the Township Planner;
44. All improvements shall be constructed in accordance with the Township's Engineering Department Standard Construction Detail and bonding shall be permitted in phases;
45. The Applicant shall plant street trees outside of the right-of-way, in a ten foot tree planning easement adjacent to the right-of-way, same to be subject to the review and approval of the Township Planner;
46. The Applicant shall submit construction drawings having the centerline stationing. All construction under streets such as water lines, storm sewers, etc., shall be shown on both plan and profile. Sheets 15 and 16 shall provide all of the information on these sheets,

- same to be subject to the review and approval of the Township Engineer;
47. The Applicant shall review the grades at the intersection of Road A and the Meister Avenue Extension and shall flatten the slope of the Meister Avenue Extension through this intersection and shall install traffic calming measures in the form of a speed table through the intersection or bump outs, same to be subject to the review and approval of the Township Engineer;
 48. The Applicant shall revise the plans to design the intersections with a flat grade wherever practical. The intersection of Road "A" and the Meister Avenue Extension is located on a vertical curve. The intersection shall be rounded at the curbline as indicated in Table 4.6, same to be subject to the review and approval of the Township Engineer;
 49. The Applicant shall revise the plans to provide a 30 foot curb radii for the Meister Avenue Extension rather than 25 feet as currently shown, same to be subject to the review and approval of the Township Engineer;
 50. The Applicant shall revise the plans to provide a curb radii for the private alleys and roads of 20 feet, whereas the plans show 18 feet, same to be subject to the review and approval of the Township Engineer;
 51. The Applicant shall revise the plans to relocate any plantings or structures within the sight triangles, in accordance with the RSIS. The sight triangle shall be provided throughout the private and public intersections, same to be subject to the review and approval of the Township Engineer;
 52. The Applicant shall demonstrate that the vertical curve located at station 11+00 conforms to Table III-40 of American Association of State Highway and Transportation Officials ("AASHTO") for a design speed of 30 mph, same to be subject to the review and approval of the Township Engineer;
 53. The Applicant shall revise the plans to show that driveways with sidewalks shall have concrete aprons, same to be subject to the review and approval of the Township Engineer;
 54. The Applicant shall coordinate with the Township Engineer as to Traffic Signing and Pavement Markings, including signage, fire lanes, and markings. The plan shall include "no parking" signs as it relates to all Title 39 parking prohibitions for intersections, hydrants and truck turning templates, same to be subject to the review and approval of the Township Engineer;
 55. The Applicant shall provide a detail and examine the locations of the proposed light poles and same shall be revised to comply with Section 5-5.G of the Ordinance, same to be subject to the review and approval of the Township Engineer;

56. The Applicant shall comply with the Township Soil Removal Policy and a note shall be provided on the drawings;
57. The Applicant shall obtain a treatment works approval from the NJDEP;
58. The Applicant shall obtain a Township wastewater discharge application and pay all connection fees;
59. The Applicant shall pay all Somerset Raritan Valley Sewerage Authority connection fees;
60. The proposed sanitary sewer between manholes numbers 23 and 26 and manhole number 35 shall be owned and maintained by the Township. All other sewer manholes and lines shall be private;
61. The lateral connecting into manhole number 23 shall be removed from the manhole and connected via a saddle connection;
62. The Applicant shall revise the plans to provide the as-built information of the existing sanitary sewer located in Meister Avenue in order to confirm proposed elevations of the existing connections;
63. The Applicant, as part of the construction permit process, shall provide a detailed grading plot plan showing the requirements mentioned below:
 - a. Grading shall be a minimum of 2% for a distance of at least 6 feet away from the building;
 - b. The grade elevation outside of the building shall be 8 inches below the first floor elevation. The Applicant shall refer to the IBC or building code official; and
 - c. The grading plans shall include spot elevations along the accessible route and demonstrate all crosswalks comply with the applicable design standards;
64. The Applicant shall incorporate the following comments into the stormwater reports and stormwater operations and maintenance manual:
 - a. The Existing Conditions Drainage Area 6A and 6B HydroCAD Model shall be consistent with the labeling on the plans, Sheet DA-1;
 - b. Drainage area maps shall label a point of analysis;
 - c. The report shall have a table showing the rainfall data and source;
 - d. A mounding analysis shall be provided;
 - e. Construction specifications from the BMP shall be noted on the utility plan;
 - f. If the Applicant proposes to use anti-seep collars, a calculation shall be provided;
 - g. The limit of the clay core shall be shown on the utility plan;
 - h. Access Basin 1 shall be placed further north to reduce the slope required to get to the facility;
 - i. Manhole #7, 14, and 15 shall be converted to Type "B" inlets to avoid car/cover noise; and

- j. The stormwater design and report shall be revised to demonstrate that the 100 year storm can be conveyed to the associated basin;
65. All cleanouts, utilities and valve boxes shall not be located within the driveway and the plans shall provide a typical detail of all scenarios;
66. The Applicant shall comply with the ADA standards for accessible design, including the following, and same shall be subject to the review and approval of the Township Engineer:
- a. Pursuant to ADA Standards Section 403.5.3, an accessible route with a clear width less than 5 feet shall provide a minimum 5 foot by 5 foot clear turning space at a maximum interval of 200 feet;
 - b. The playground shall be ADA accessible;
 - c. ADA Detectable Warning Surface on Township roadways shall be "Brick Red". ADA Note 6 on Sheet 4 of the Plans shall be revised;
 - d. The plans show that the ADA parking spaces are not located closest to the entrance of the apartment building. ADA parking spaces shall be located closest to a building's entrance on an accessible route. The Applicant shall revise ADA parking locations as necessary;
 - e. The sidewalk on Meister Avenue shall comply with the latest PROWAG standards and a note shall be provided;
 - f. In accordance with DOJ ADA, garbage dumpsters are considered public and common use spaces and shall be located on an accessible route. The dumpster that serves apartment building 6 shall have a direct route from the sidewalk with flush curbing to prevent circuitous path; and
 - g. Pavers for pool area shall be noted to meet ADA requirements;
67. An ordinance shall be required for any "mid-block" pedestrian crossings that are not otherwise at intersections and there shall be proper signage for the crossing. The Township Engineer recommends incorporating "bump outs" to reduce crossing distance on the midblock crossing and street lighting shall be provided at the midblock crossing making pedestrians visible to drivers at night;
68. The developer shall obtain all necessary permissions to construct curb on Block 9, Lot 23 for the construction of curbing. Limit of disturbance shall be shown;
69. All curb ramps shall have concrete curbing;
70. The Applicant shall prepare a consolidation deed merging Lots 17, 18, 19, 20, 21 and 24 and a subdivision deed creating Proposed Lots 17, 18, and 18.01, including metes and bounds descriptions, with same to be submitted to the Township Engineer and the Township Attorney, for review and approval, and then, once approved, same shall be recorded with the Somerset County Clerk;
71. The Applicant shall comply with all requirements of the State, County, Soil Conservation District, NJDEP, NJDEP TWA, NJDOT, Somerset Raritan Valley Sewerage Authority,

Somerset-Union Soil Conservation District, New Jersey American Water, Branchburg Board of Education Bus Transportation, the Post Master, and Somerset Planning Board;

72. The Applicant shall provide and record the necessary deed restrictions and conservation easements as required under the NJDEP permits;
73. The Applicant shall submit written satisfaction from the other Branchburg Township Departments to the Township Engineer;
74. The Applicant shall revise the plans to show the location of mailboxes. It is recommended that the Applicant contact the Post Master to coordinate the proposed location. It is further recommended that the Applicant provide a concrete pad for the mailboxes to abut the sidewalk to prevent lawn rutting;
75. The Applicant shall send the Township Engineer and Township Attorney copies of the Developers Agreements, Stormwater Facility Agreements, O&M Manual, and a Stormwater Facility Map (indicating BMP features subject to the SWFA, a copy of the resolution, a copy of the respective review memorandum, easements pertaining to the BMP);
76. The Applicant shall provide an engineer's cost estimate of the improvements to the Township Engineer for the purpose of determining the associated fees and guarantees;
77. The Applicant shall comply with, and be responsible for, any costs associated with any and all Federal, State, County and local ordinances, codes, rules and regulations, with regard to all aspects of the Property, including stormwater management, Affordable Housing compliance and such applicable laws and codes;
78. The Applicant shall submit documentation that the Township's largest piece of firefighting apparatus is able to maneuver the entire development;
79. The Applicant shall provide and install a Knox Box on each building with interior exit ways and the location of the Knox Box shall be approved by the Fire Official;
80. The Applicant shall provide a 5" Storz quick connect Fire Department Connection for the sprinkler system at a location approved by the Fire Official. The area in front of the Fire Department Connection shall be designated as a 10 foot wide "Fire Lane" and the marking of the fire lanes shall be subject to the review and approval of the Fire Official;
81. The Fire Department Connection shall be within 100 feet of a fire hydrant;
82. The final locations of the fire hydrants shall be approved by the Fire Official;
83. Each building shall have a visible building number either illuminated by a light above or made of a material that is highly reflective and visible at all times. The signage or

markings shall be subject to the review and approval of the Fire Official;

84. Each townhouse shall have a visible townhouse number easily viewed from the roadway and the markings shall be approved by the Fire Official;
85. Each apartment entrance shall have a sign with a list of apartments accessible from that entrance and the sign shall be subject to the review and approval of the Fire Official;
86. The ground covering within three feet of all structures shall be of a noncombustible product approved by the Fire Official;
87. All buildings shall demonstrate the ability to sustain internal and external radio transmissions. The Applicant shall hire an FCC GROL Certified Technician to conduct a Radio Signal Survey of the Site;
88. The Applicant shall submit a vehicle circulation plan in order to demonstrate that adequate on-site traffic circulation areas are proposed to accommodate a refuse truck and fire truck;
89. The Applicant shall file six (6) copies of the preliminary and final major site plans with the Township Engineer for his signature and transmittal to the Board Administrative Officer for Board signatures;
90. The protections afforded herein shall expire unless such construction or alteration permitted by the Board's grant of final site plan approval has actually commenced within two years of the date of this Resolution. Provided that construction or alteration has actually commenced within such two year period, the Board then may extend the protections afforded herein for one year periods, not to exceed three extensions;
91. All representations, commitments, and agreements made by the Applicant or its representatives at the hearing in this matter or contained in any document, sketch, plat or submission delivered to the Board at any time prior to this approval, including notes contained in original or revised submissions, will be considered as conditions of approval of this application for development and are hereby incorporated into this Resolution by reference;
92. The aforementioned approval shall be subject to all requirements, conditions, restrictions and limitations set forth in all prior governmental approvals, to the extent same are not inconsistent with the terms and conditions set forth herein;
93. The aforementioned approval shall be subject to all State, County and Township statutes, ordinances, rules and regulation affecting development in the Township, County, and State; and
94. The Applicant shall comply and honor all proposals and commitments made to the Township related to the development of the Property, including, but not limited to, the

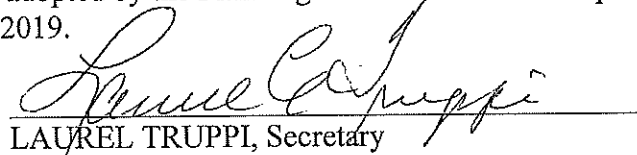
payment of a \$500,000 contribution to the Township Affordable Housing Trust Fund due and payable upon issuance of each Certificate of Occupancy ("CO") on a pro rata basis, or \$1,373.62 per CO. The Applicant shall remain responsible for the payment of the full \$500,000 contribution amount regardless of the number of units actually constructed and the entirety of the \$500,000 contribution amount shall be received by the Township by no later than December 31, 2022. The Township shall promptly process all requested applications for both State and municipal permits for any necessary approvals and inspections required in order to commence and continue construction of the project and shall promptly conduct inspections to obtain Certificates of Occupancy.

ROLL CALL VOTE:

Those in Favor:

Those Opposed:

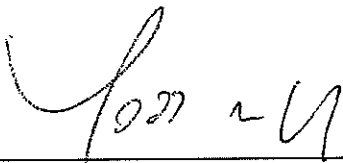
The foregoing is a true copy of a Resolution adopted by the Planning Board of the Township of Branchburg at its meeting on December 19, 2019.


LAUREL TRUPPI, Secretary

Dated: December 1/6/2020

On motion by Mr. Chabrak, seconded by Ms. Columbus, the Planning Board voted to adopt the Resolution.

Case No. 2019-003P PFSP/PSUB; Sycamore Developers LLC Block 9, Lots 17, 17.01, 18, 19, 20, 21 & 24; Represented by: Michael O'Grodnick, Esq. Approved: 10/22/19											
MEMBER	Y	N	NE	NV	ABS	MEMBER	Y	N	NE	NV	ABS
BOUWMAN	X					BEATRICE			X		
DEVLIN	X					COLUMBUS	X				
CHABRAK	X					ULEP	X				
HAY			X			TRUPPI	X				
DONEGAN			X								
X – indicates vote NE – not eligible to vote NV – not voting (abstained) ABS – absent											


 CHAIRMAN


 SECRETARY

TOWNSHIP OF BRANCHBURG
PUBLIC NOTICE

PLEASE TAKE NOTICE the Planning Board of the Township of Branchburg took the following action at the regular meeting held December 10, 2019:

RESOLUTION:

Case No. 2019-003P PFSP/PSUB; Sycamore Developers LLC; Block 9, Lots 17, 17.01, 18, 19, 20, 21 & 24. The Preliminary and Final Site Plan and Preliminary Subdivision resolution was adopted with bulk variance and site plan exception relief.

The above determinations are on file in the office of the Engineering Department, and may be examined during regular business hours at the Municipal Building, 1077 U.S. Highway 202 North, Branchburg, New Jersey.

Jo-Ann M. Ricks
Board Clerk/Deputy Zoning Officer

Posted: December 12, 2019

Courier News ^{my}CentralJersey.com

A GANNETT COMPANY

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: BRANCBURG TWP PLANNING BOARD

Ad No.: 0003950410

Address: 1077 US HIGHWAY 202 N
BRANCBURG NJ 08876
USA

Pymt Method Invoice

Net Amt: \$14.62

Run Times: 1

No. of Affidavits: 0

Run Dates: 12/16/19

Text of Ad:

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Jo-Ann M. Ricks
Board Clerk/Deputy Zoning
Officer

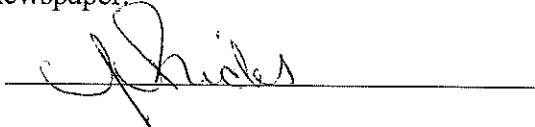
Posted: December 12, 2019
(\$14.62)

0003950410-01

STATE OF NEW JERSEY
SOMERSET COUNTY

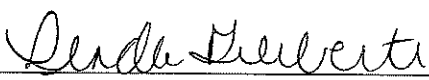
SS.

I, Jo-Ann Ricks, being of full
age, being duly sworn upon her oath, certifies:
that a notice of which the annexed is a true copy, was
published in the Courier News which is a newspaper
published in Somerset County, New Jersey;
on the 16th day of December 2019.
in said newspaper.



Sworn and subscribed before me this

16th day of December.


Notary Public of New Jersey

Linda A Giliberti
NJ Notary # 50043594
Commission Expires: 08/09/2021

TOWNSHIP OF BRANCHBURG
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Jo-Ann M. Ricks
Board Clerk/Deputy Zoning
Officer

Posted: December 12, 2019
(\$14.62)

0003950410-01

7.J. Summit Green Inclusionary Development

ORDINANCE NO. 2019-1358

AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCES OF THE TOWNSHIP OF BRANCHBURG BY ADDING A NEW "AH-4 –ROUTE 22 PLANNED RESIDENTIAL/AFFORDABLE HOUSING 4" ZONE

BE IT ORDAINED by the Township Committee of the Township of Branchburg in the County of Somerset that the Land Development Ordinance of the Township of Branchburg adopted May 8, 1996 and heretofore amended be further amended as follows:

SECTION ONE:

Subsection 3-3.1, which is entitled "Zones Established", is hereby replaced in its entirety with the following:

3-3.1 Zones Established

For the purpose of this Article, the Township of Branchburg is hereby divided into the following zones:

RRC - Raritan River Corridor
R3 - R-3 Rural Three Acre Residential
LD - Low Density/1 Acre Residential
LD/C - Low Density Cluster Option
LD/C2 - Low Density Cluster Option 2
VR - Village Residential (Neshanic Station)
NBH - North Branch Hamlet
MH - Mobile Home
MDR - Medium Density Residential
AH-1 - Affordable Housing 1
AH-2 - Affordable Housing 2
AH-3 - Route 22 Planned Residential/Affordable Housing 3
AH-4 - Route 22 Planned Residential/Affordable Housing 4
AH-5 - Route 202 Affordable Housing 5
ALO - Assisted Living Overlay
CF - Community Facilities
U - Public Utility
VB - Village Business (Neshanic Station)
R/S-1 - Retail Service 1
R/S-2 - Retail Service 2
R/S-3 - Retail Service 3

OL - Office/Laboratory
I-1 - Industrial (3 Acres)
I-2 - Industrial (5 Acres)
I-3 - Industrial (2 Acres)
O - Office
PO - Planned Overlay

SECTION TWO:

Paragraph A. of subsection 3-3.2, which subsection is entitled "Zone Map", is hereby replaced in its entirety with the following:

A. The Zoning Map dated April 3, 2000, Rev No. 13 dated July 12, 2019, delineating the zones set forth in section 3-3, is hereby declared to be a part of this Article. A copy of said Zoning Map is filed in the office of the Township Clerk.

SECTION THREE:

Article 3, which is entitled "ZONING", is hereby amended by the addition of the following new section 3-33:

3-33 AH-4 – Route 22 Planned Residential/Affordable Housing 4 Zone

3-33.1 Purpose.

The AH-4 Zone is intended to provide for development of multifamily residential uses with a portion of such housing restricted to occupancy by households of very low, low and moderate income. Affordable dwellings shall be integrated with and indistinguishable in outward appearance from the market-rate housing. The AH-4 Zone shall provide 131 affordable housing credits, consisting of 92 affordable apartments and 13 apartments for special needs residents containing 39 special needs bedrooms.

3-33.2 Applicability of Standards.

The use, bulk, design and performance standards of the AH-4 Zone shall supersede other zoning provisions of the Branchburg Township Land Development Ordinance, except that where the regulations and standards of the AH-4 Zone are silent, the other standards of the Land Development Ordinance shall apply.

3-33.3 Permitted Uses

A. Principal uses.

1. A maximum of 523 multifamily dwelling units, comprised of the following:
 - a. A maximum of 113 rental or condominium Townhouses; and

b. A maximum of 430 rental apartments, of which 13 shall be apartments for special needs residents containing 39 special needs bedrooms.

B. Accessory uses.

1. Private garages and off-street parking;
2. Patios and decks;
3. Fences and walls;
4. Conservation areas, recreation, open space and public purpose uses;
5. Stormwater Management and other utilities, including stormwater management for development permitted in the adjacent R/S-3 Zone;
6. Business office for on-site management;
7. Tenant storage, maintenance and storage of maintenance equipment, superintendent office or any combination thereof;
8. Clubhouse, pool, community building, rental office, and model units;
9. Accessory uses on the same lot and customarily incidental to a principal use.

C. Common Elements:

This ordinance recognizes that driveways, roadways, plantings and utilities serving development within this zone will also serve development permitted in the adjacent RS-3 Zone. Common use of such elements is permitted and shall not constitute a nonconforming use.

3-33.4 Area and Bulk Requirements

A. All area and bulk requirements in the AH-4 Zone shall be applicable to the overall zone and not to individual lots within the zone.

B. The minimum tract area shall be the entirety of the zone. Subdivisions for the purposes of phasing or financing is permitted as long as the area and bulk requirements for the zone are met.

C. The minimum setback to a building from a public street right-of-way to any building shall be 30 feet, of which 20 feet shall consist of a frontage buffer in accordance with paragraph 4-5.2 A; except that stormwater management facilities, sidewalks, and open space shall not require frontage buffering.

D. The minimum setback to a building from any zone boundary shall be 40 feet for apartments and townhomes and 10 feet for accessory, maintenance and storage buildings.

E. Public Road Setback:

1. The minimum setback to an alley from a public street right-of-way shall be 30 feet, of which 20 feet shall consist of a frontage buffer in accordance with paragraph 4-5.2 A;
2. The minimum setback to a private street from a public street right-of-way shall be 50 feet, of which 30 feet shall consist of a frontage buffer in accordance with paragraph 4-5.2 A.

F. Additional Bulk Requirements:

1. The minimum setback from a public street to off-street parking area shall be 30 feet;
2. The minimum setback from public street to a maintenance or storage building shall be 30 feet;
3. Impervious coverage shall not exceed 50% of gross tract area;
4. Building coverage shall not exceed 20% of gross non-mixed-use area;
5. Private streets, off-street parking areas and driveways shall be located a minimum of 10 feet from any zone boundary, except where connectivity to adjacent properties or streets is necessary.

G. Townhouses

1. Maximum Height 45 feet or 3 stories
2. Maximum dwelling units in one building 8
3. Rear-Loaded Townhouses:
 - a. Minimum distances from front facade to private streets:

Building to sidewalk	14 feet
Building to curb	21 feet
 - b. Minimum distance from garage facade to curb, edge of alley pavement or edge of sidewalk: 20 feet
 - Minimum distances for side facades:

Building to building	28 feet
Building to private street	15 feet
4. Front-Loaded Townhouses:

Minimum distance from front facade to private streets	
Building to sidewalk	20 feet
Building to curb	26 feet
Minimum distance garage facade to sidewalk	25 feet
Minimum distance for side facades:	

Building to building	28 feet
Building to private street	15 feet

5. Front steps, decks in the rear up to 6 feet in depth, covered entries and/or porches up to 6 feet in depth and box bays up to 2 feet in depth are permitted in any setback.

6. Minimum Townhouse setbacks shall be as shown on the exhibit entitled "Townhouse Minimum Setback Exhibit", dated 05-23-19, prepared by The Reynolds Group, Inc.

H. Apartments

1. Maximum Height 50 feet or 4½ stories where parking occurs in the first story. Otherwise the maximum height shall not exceed 3 ½ stories or 45 feet.

2. Maximum dwelling units in one building 42

3. Minimum Building setbacks:

Building to building 30 feet

Building to private street 16 feet

Building to parking area or driveway 15 feet

4. For each affordable apartment, in addition to any storage areas contained within the apartment, there shall be provided 300 cubic feet of storage in a conveniently accessible area either within the apartment building or in a separate building where storage will not constitute a fire hazard and where belongings can be kept locked and separated from the belongings of other occupants.

5. Box bays up to 2 feet in depth and entrance porticos up to 6 feet in depth are permitted in any setback.

3-33.5 Development Requirements

A. Circulation and Streets:

1. Major circulation in the AH-4 Zone shall be generally in accordance with the exhibit entitled "Conceptual Vehicular Circulation Plan for Block 9", dated 5-24-19, revised 8-6-19, prepared by Douglas A. Ball, P.E., Township Engineer (the "Circulation Plan").

2. A road extension connecting Meister Avenue and Route 22, shown on the exhibit entitled "Concept Plan", dated July 3, 2019, prepared by The Reynolds Group, Inc. (the "AH-4 Plan") as "Prop. Road Extension" and on the Circulation Plan as "Proposed 60' Municipal Right-of-Way" (the "Road Extension"), shall be built in accordance with the Master Plan Land Use Element and the following conditions:

a. Conformance with all Township roadway standards including but not limited to:

- 1) 60-foot right-of-way;
 - 2) 36-foot cartway;
 - 3) 4-foot wide sidewalk on one side of the road; and
 - 4) Dedication to the Township.
- b. No parking shall be permitted on the Road Extension.
 - c. Circulation within residential areas of the AH-4 Zone shall be generally in accordance with the AH-4 Plan.
 - d. Except for public streets and private alleys, streets and roads shall accommodate on-street parking which shall be in accordance with the exhibit entitled "On-Street Parking Plan", prepared by The Reynolds Group, Inc., dated 05/07/19.
 - e. Streets other than the Road Extension, and all infrastructure within those streets, shall be privately owned and maintained.
 - f. All public and private streets, alleys, and driveways shall demonstrate adequate access and circulation of the most restrictive Branchburg fire apparatus, taking in consideration parking spaces.
 - g. Alleys that connect to private streets shall include a depressed curb with concrete apron and the sidewalk shall traverse the width of the alley.
 - h. All private streets shall be subject to Title 39 jurisdiction.

B. Community design

1. Development in the AH-4 Zone shall be generally in accordance with the AH-4 Plan.
2. However, it is not intended that the AH-4 Plan and the Circulation Plan be definitive regarding any particular aspect of the community design, it being intended that Board review of a site plan will result in reasonable refinements, while still being substantially consistent with the AH-4 Plan and the Circulation Plan.
3. Pedestrian Connectivity. Pedestrian walkways connecting streets and the dwellings shall be provided. Sidewalks and trails shall be provided substantially in accordance with the exhibit entitled "Pedestrian Connectivity Exhibit", prepared by The Reynolds Group, Inc., dated 05/07/19.
4. Street trees shall be planted an average of 40 feet on center along the entirety of the public and private frontages, except for frontages on lanes or alleys and except in front of front-loaded townhouses.
5. There shall be provided, for the perpetual use of all residents of the zone, substantially in accordance with the AH-4 Plan:

- a. Children's play area, with appropriate amenities approved by the Board;
 - b. Community building of which a minimum of 4,000 square feet shall be directly devoted to uses for residents;
 - c. In-ground pool with a deck area for seating; and
 - d. Central open space for passive uses.
6. No refuse container or trash or recycling collection area shall be located closer than 20 feet from any residential unit.

C. Open Space Standards

- 1. The minimum open space area shall be 20% of the zone area and consistent with the AH-4 Plan.
- 2. Open spaces shall be planted with double rows of street trees along thoroughfare frontages, with the exception of undisturbed or farmed areas abutting thoroughfare frontages, which shall not require the planting of street trees. Open spaces abutting alleys or lanes shall be planted with a single row of street trees.
- 3. A detailed site plan for open spaces shall be submitted for review and approval by the Board as part of preliminary site plan approval.
- 4. Stormwater facilities shall not impede function of open space.
- 5. Conservation easements shall be clearly and permanently marked as such in a manner approved by the Board.

D. Townhouse Parking Requirements

- 1. Townhouses shall be provided with parking spaces pursuant to R.S.I.S. standards.
- 2. Every Townhouse shall have at least one enclosed garage measuring a minimum of 12 feet wide and 270 square feet.
- 3. Parking is permitted on a driveway leading to a garage provided that no vehicle may project into private road or alley or sidewalk.

E. Steep Slopes, Stream Corridors and Walls

- 1. Retaining walls between development in the AH-4 Zone and the R/S-3 Zone shall be constructed substantially in accordance with the exhibit entitled "Wall Exhibit at Property Line Between AH-4 Zone and R/S-3 Zone", dated July 8, 2019, Rev. July 10, 2019, 1 page (the "Wall Exhibit").
- 2. The Board shall require as a condition of approval that the applicant maintain the landscape area between the retaining walls.
- 3. The Board shall require as a condition of approval that the applicant obtain a permanent, recorded landscape easement for the area

between the base of the wall and the property line on the adjoining property for the full length of the retaining walls. The maintained landscape area between the walls straddling the property lines shall be 15 feet.

4. The Board shall grant waivers from steep slope grading, retaining walls and development requirements where reasonably necessary and consistent with the AH-4 Plan and the Wall Exhibit.

5. The Board shall grant waivers from stream corridor buffer width requirements where reasonably necessary and consistent with the AH-4 Plan and in accordance with NJDEP regulations.

F. Design Standards. Deviations from these standards shall be considered exceptions pursuant to N.J.S.A. 40:55D-51.

1. Building Design. The purpose of these building design standards is to ensure that the design of townhouse and apartment buildings promotes a desirable visual and spatial environment.

a. Townhouses.

1) Building Design. Townhouses shall be designed substantially in accordance with the AH-4 Plan and substantially in accordance with the exhibit entitled "Alley TH Bldg Plan/Elev.", prepared by Appel Design Group, dated May 28, 2019, pages PB-1.1 through PB-1.3 and PB-2.1 through PB-2.5, 8 pages.

2) Each building shall contain, at a minimum, one end unit model and one interior model. Each base model type home in any block shall have at least two alternative front elevations containing different design features, including, but not limited to the following:

Porches;

Porticos;

Columns;

Dormers

Accent windows;

Door color.

3) Every townhouse shall have a front porch or a covered entry.

4) Materials shall be unified among all townhouses.

5) For alley-loaded townhouses, the finished first floor shall be a minimum of 18 inches above the front sidewalk elevation, and the front sidewalk shall rise no more than 16

inches at the sidewalk and 60 inches at the stoop, subject to engineering constraints.

6) End units may have four bedrooms. Interior units are not permitted to have more than three bedrooms.

7) A fence, wall, plantings, or some other element shall be provided to delineate the sidewalk from the front yards of every townhouse.

8) Grade changes shall only occur between townhouse units within one building at a location where the garages are not located side-by-side.

b. Multi-family. All building elevations and building plans, except for the number of units in a building, provided the number of units does not exceed 36 units, shall be designed substantially as shown on the exhibit first page entitled "Typical Apartment Building, 24 Unit & 36 Unit" and second page showing the elevations entitled "Typical Apartment Building", undated, 2 pages.

2. Signs.

a. Community Building. The community building may have one identification sign which may include the street address. The identification sign shall not exceed 10 square feet in sign area.

b. Interior Monument. One single-sided interior monument sign with a maximum area of 30 square feet may be provided at each road entrance from a public or private road at a minimum setback of 5 feet, substantially in accordance with the "Signs at Public Road Extension and Private Drive" detail on the exhibit entitled "Monument Sign Elevation Detail" and "Monument Sign Plan Detail", 4 images, 1 page, undated.

c. Directional. Up to two directional signs may be provided on each street or driveway frontage from which vehicular access is derived. A directional sign shall not exceed six square feet in sign area and shall not exceed six feet in height. A directional sign shall be set back from any lot line by at least three feet.

d. Residential Building Identification. Up to two attached identification signs may be provided on each residential building. The maximum sign area of each shall not exceed six square feet. Such signs shall be appropriately integrated within the architecture of the buildings.

e. The types, designs, lighting and locations of all signs shall be approved by the Board.

3. Lighting.

a. No building-mounted lighting shall be more than 12 feet above the closest first floor finished grade. Building-mounted lighting shall not be directed to parking areas and shall be of full cut-off design.

b. The types, designs and locations of all lighting shall be approved by the Board.

G. Affordable Housing.

1. The AH-4 Zone shall provide 131 affordable housing credits, exclusive of rental bonus credits, of which 92 shall be affordable apartments and 39 shall be special needs bedrooms in 13 apartments.
2. Affordable housing units shall be dispersed throughout a minimum of 70% of the apartment buildings in the zone.
3. Affordable housing units shall not be age-restricted.
4. Affordable housing shall comply in every respect with the affordable housing requirements of COAH, or any successor or replacement agency; the New Jersey Housing Mortgage and Finance Agency, or any successor or replacement entity; and the New Jersey courts, as such requirements exist at the time of final approval

SECTION FOUR:

This Ordinance shall be construed so as not to conflict with any provision of New Jersey or Federal law. The provisions of this Ordinance shall be cumulative with, and not in substitution for, all other applicable zoning, planning, and land use regulations. All other ordinances or other local requirements that are inconsistent or in conflict with this Ordinance are hereby repealed to the extent of any inconsistency or conflict, and the provisions of this Ordinance shall apply.

SECTION FIVE:

If any provisions of this Ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions, which shall be deemed severable therefrom.

SECTION SIX:

After introduction, the Township Clerk is hereby directed to provide a copy of the within Ordinance to the Planning Board for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Township Committee within 35 days after referral, a report including identification of any provisions in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

SECTION SEVEN:

After introduction, the Township Clerk is hereby directed to provide by personal service or certified and regular mail, at least 10 days prior to the scheduled hearing, a copy of this Ordinance and a Notice of Hearing in accordance with N.J.S.A. 40:55D-62.1 to: (1) the owners of the properties affected by this Ordinance; (2) the owners of all properties within 200 feet of

the boundaries of the affected properties; (3) the Office of Planning Advocacy; and (5) any military facility commander who has registered with the municipality.

SECTION EIGHT:

After introduction, the Township Clerk is hereby directed to provide by personal service, certified mail or email with confirmation that the email was delivered, at least 10 days prior to the scheduled hearing, a copy of this Ordinance and a Notice of Hearing in accordance with N.J.S.A. 40:55D-15 to: (1) the clerk of any adjoining municipalities located within 200 feet of the boundaries of the affected properties; and (2) the County Planning Board.

SECTION NINE:

This Ordinance shall take effect immediately upon its adoption, passage and publication according to law.

INTRODUCED/PASSED ON FIRST READING: *August 12, 2019*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	<input checked="" type="checkbox"/>			
SCHWORN	<input checked="" type="checkbox"/>			
BEATRICE	<input checked="" type="checkbox"/>			
PETRELLI	<input checked="" type="checkbox"/>			
COLUMBUS	<input checked="" type="checkbox"/>			

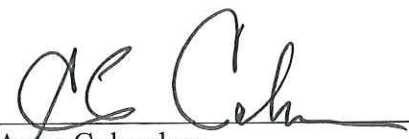
PUBLISHED: *August 15, 2019*

ADOPTED: *August 26, 2019*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	<input checked="" type="checkbox"/>			
SCHWORN	<input checked="" type="checkbox"/>			
BEATRICE				<input checked="" type="checkbox"/>
PETRELLI	<input checked="" type="checkbox"/>			
COLUMBUS	<input checked="" type="checkbox"/>			

ATTEST:

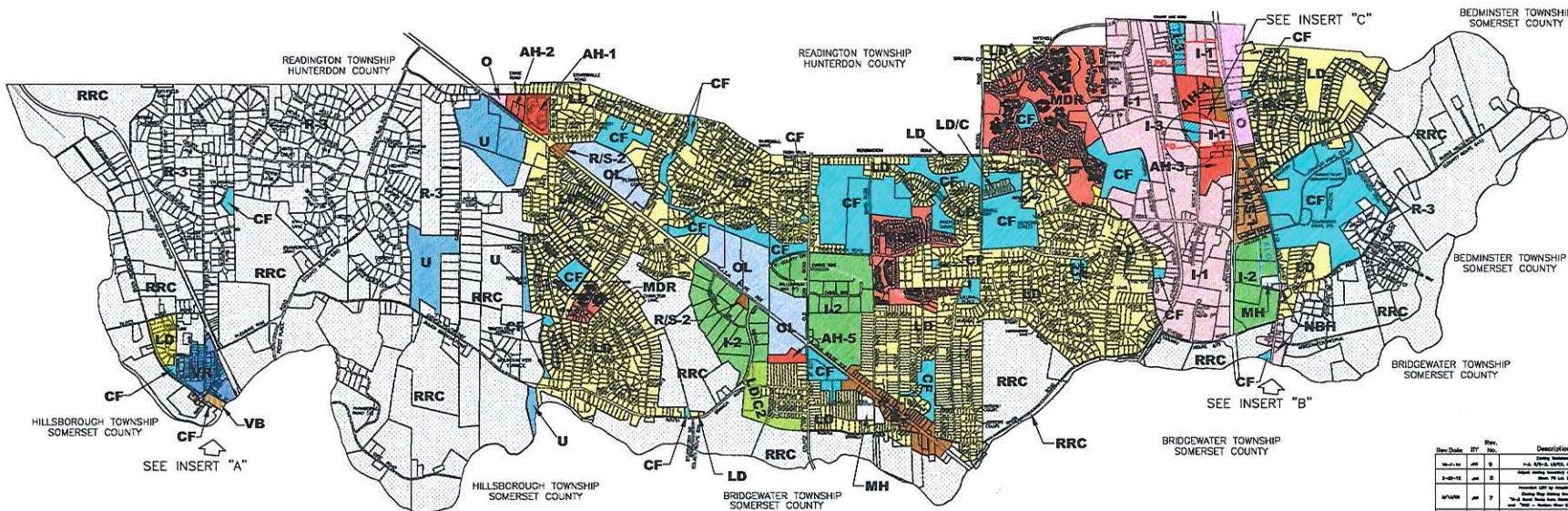
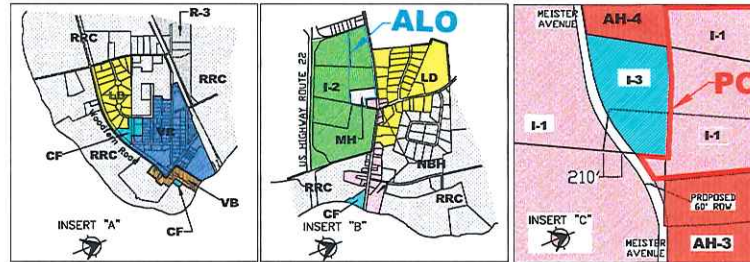

Marguerite Schmitt, RMC
Township Clerk


Anna Columbus
Mayor

ZONING SCHEDULE⁽¹⁾

ZONE	BUILDING SETBACKS				BUILDING REQUIREMENTS	
	LOT AREA	LOT FRONTAGE	FRONT	SIDE	REAR	COVERAGE
R-3	3 acres	250 ft	75 ft	25 ft	30 ft	3.15
LD	43,500 sf	150 ft	75 ft	25 ft	30 ft	N/A
LD/C-1	24,500 sf	100 ft	50 ft	15 ft	20 ft	N/A
VR	15,000 sf	75 ft	35 ft	15 ft	15 ft	N/A
MDR-1	43,500 sf	150 ft	75 ft	25 ft	30 ft	N/A
NBH	8,000 sf	30 ft	15 ft	15 ft	15 ft	N/A
VB	20,000 sf	100 ft	0	15 ft	15 ft	3.65
R/S-1	110,000 sf	320 ft	100 ft	25 ft	25 ft	(8)
R/S-2	10,000 sf	200 ft	100 ft	25 ft	25 ft	(8)
R/S-3	(2)	(2)	(2)	(2)	(2)	(2)
OL-1	10 acres	200 ft	(2)	(2)	(2)	0.5
I-1	2 acres	200 ft	75 ft	20 ft	75 ft	0.6
I-2	2 acres	200 ft	75 ft	20 ft	75 ft	0.6
I-3	2 acres	175 ft	50 ft	25 ft	35 ft	0.6
D	2 acres	200 ft	75 ft	20 ft	75 ft	0.5
RRC	(2)	(2)	(2)	(2)	(2)	N/A
LD/C	15,000 sf	100 ft	(2)	(2)	(2)	N/A
AH-1	(2)	(2)	(2)	(2)	(2)	(2)
AH-2	(2)	(2)	(2)	(2)	(2)	(2)
AH-3	(2)	(2)	(2)	(2)	(2)	(2)
AH-4	(2)	(2)	(2)	(2)	(2)	(2)
AH-5	(2)	(2)	(2)	(2)	(2)	(2)

- NOTES:
 (1) This table should not be used as a substitute for referencing the Land Development Ordinance.
 (2) See Appendix for specific subdivisions.
 (3) See the Land Development Ordinance.
 (4) Subject to Floor Area Ratio requirements.
 (5) Minimum lot size: 15 acres. Minimum open space: 40% of gross tract area.
 (6) 43,500 SF with both public water and sewer; 20 acres without both public water and sewer.
 (7) Maximum side yards: for one side - 25 feet; for both sides - one-third of the lot width.
 (8) Less than 2 stories: 40%. At least 2 stories: but not less than 50%. At least 3 stories: 60%.
 (9) Above the 100-YEAR Flood Elevation.



LEGEND

- R-3 RARIAN RIVER CORRIDOR DISTRICT
- LD LOW-DENSITY/1 ACRE RESIDENTIAL
- LD/C LOW-DENSITY CLUSTER OPTION
- LD/C2 LOW DENSITY CLUSTER OPTION 2
- VR VILLAGE RESIDENTIAL (Neshanic Station)
- NBH NORTH BRANCH HAMLET
- MH MOBILE HOME
- MDR MEDIUM-DENSITY RESIDENTIAL
- AH-1 AFFORDABLE HOUSING 1
- AH-2 AFFORDABLE HOUSING 2
- AH-3 ROUTE 22 PLANNED RESIDENTIAL/ AFFORDABLE HOUSING 3
- AH-4 AFFORDABLE HOUSING 4
- AH-5 ROUTE 202 PLANNED RESIDENTIAL/ AFFORDABLE HOUSING 5
- ALO ALD DISTRICT - ASSISTED LIVING OVERLAY
- CF COMMUNITY FACILITIES
- U PUBLIC UTILITY
- VB VILLAGE BUSINESS (Neshanic Station)
- R/S-1 RETAIL SERVICE 1
- R/S-2 RETAIL SERVICE 2
- R/S-3 RETAIL SERVICE 3
- OL OFFICE/LABORATORY
- I-1 INDUSTRIAL (3 ACRE)
- I-2 INDUSTRIAL (5 ACRE)
- I-3 INDUSTRIAL (2 ACRE)
- D OFFICE
- PO DISTRICT - PLANNED OVERLAY

Rev.	Date	By	Description	Ordinance Number	Date Adopted
1	10-1-10	JAM	Initial Adoption	2010-10-1	10/1/10
2	10-1-10	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2010-10-1	10/1/10
3	10-1-10	JAM	Amended to add R/S-5	2010-10-1	10/1/10
4	10-1-10	JAM	Amended to add R/S-6	2010-10-1	10/1/10
5	10-1-10	JAM	Amended to add R/S-7	2010-10-1	10/1/10
6	10-1-10	JAM	Amended to add R/S-8	2010-10-1	10/1/10
7	10-1-10	JAM	Amended to add R/S-9	2010-10-1	10/1/10
8	10-1-10	JAM	Amended to add R/S-10	2010-10-1	10/1/10
9	10-1-10	JAM	Amended to add R/S-11	2010-10-1	10/1/10
10	10-1-10	JAM	Amended to add R/S-12	2010-10-1	10/1/10

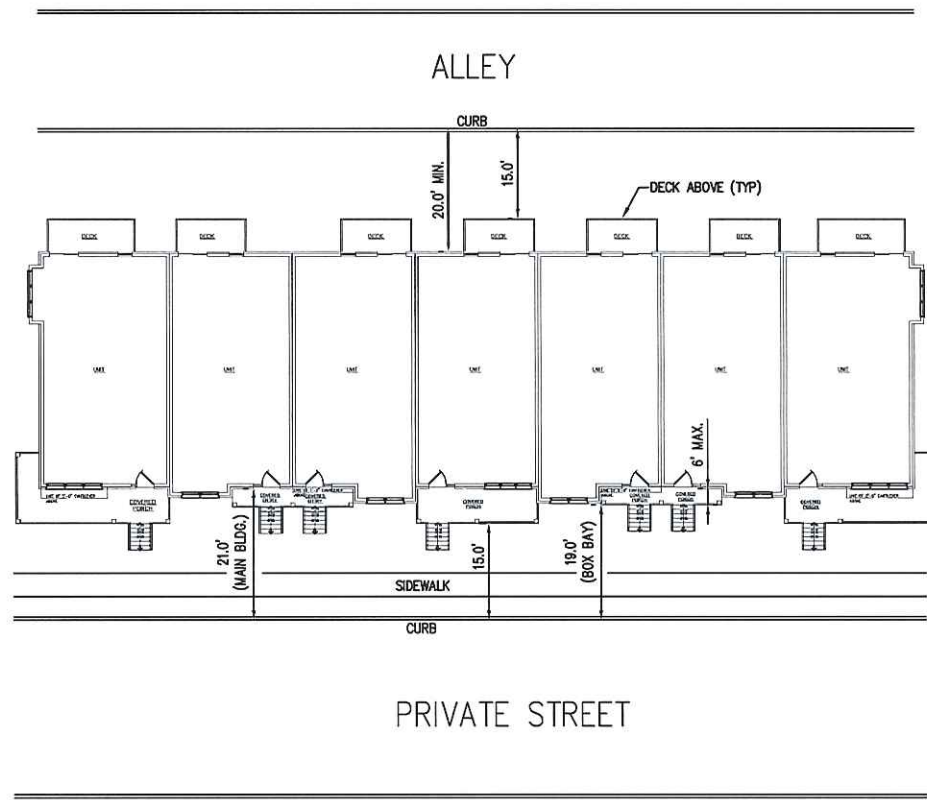
Rev.	Date	By	Description	Ordinance Number	Date Adopted
1	10-1-10	JAM	Initial Adoption	2010-10-1	10/1/10
2	10-1-10	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2010-10-1	10/1/10
3	10-1-10	JAM	Amended to add R/S-5	2010-10-1	10/1/10
4	10-1-10	JAM	Amended to add R/S-6	2010-10-1	10/1/10
5	10-1-10	JAM	Amended to add R/S-7	2010-10-1	10/1/10
6	10-1-10	JAM	Amended to add R/S-8	2010-10-1	10/1/10
7	10-1-10	JAM	Amended to add R/S-9	2010-10-1	10/1/10
8	10-1-10	JAM	Amended to add R/S-10	2010-10-1	10/1/10
9	10-1-10	JAM	Amended to add R/S-11	2010-10-1	10/1/10
10	10-1-10	JAM	Amended to add R/S-12	2010-10-1	10/1/10

TOWNSHIP OF BRANCHBURG
 1077 HIGHWAY 202 N. • BRANCHBURG, N.J. 08876
 COUNTY OF SOMERSET
 TEL: (908) 326-1300 FAX: (908) 326-2432


ZONING MAP

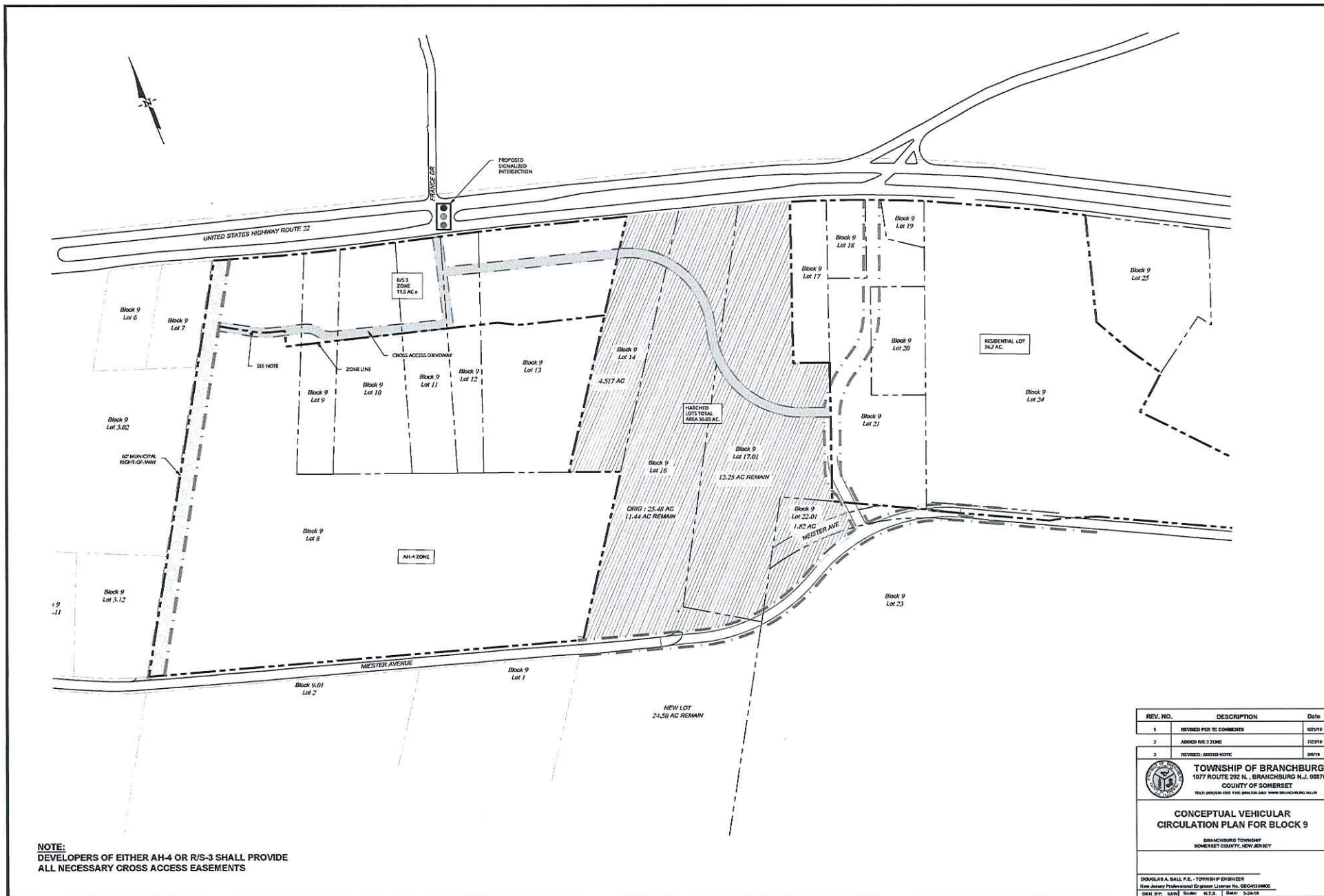
BRANCHBURG TWP. - SOMERSET COUNTY - NJ
 DRAWN BY: JAM DATE: 4-13-10 SHEET 1 OF 1

J:\ENGINEERING PROJECTS\2017\17-037 SUMMIT GREEN\CAD\EXHIBIT\2019-05-13 BUILDING SETBACK EXHIBIT (05-13-19).DWG-(5/23/19)



TYPICAL 2-STORY 7 UNIT BUILDING PLAN

 The Reynolds Group, Inc. <small>State of New Jersey Certificate of Registration Number 00423646/000 0000000000</small> <small>Engineers Landscapes Architects Landscape Architects Landscape Architects Landscape Architects</small> <small>375 Route 20, Suite 110 Bridgeton, NJ 08303 Tel: 856-221-7100 Fax: 856-221-7105</small> <small>J. Wayne Reynolds, P.E., P.L. Jeffrey D. Reynolds, P.L.A.</small>	SCALE: N.T.S.	TRG Job No.: 17-037	Date: 05/23/19
	Project: SUMMIT GREEN TOWNHOUSE MINIMUM SETBACK EXHIBIT BRANCHBURG TOWNSHIP SOMERSET COUNTY, NEW JERSEY		Sheet No.: SB-1



REV. NO.	DESCRIPTION	Date
1	REVISED FOR TC COMMENTS	02/19/19
2	ADDED R/S-3 ZONE	2/20/19
3	REVISED-ADDED NOTE	04/19/19

 <p>TOWNSHIP OF BRANCHBURG 1077 ROUTE 202 N., BRANCHBURG N.J., 08876 COUNTY OF SOMERSET TEL: (908) 526-1330 FAX: (908) 526-1345 WWW.BRANCHBURG.NJ.GOV</p>	<p>CONCEPTUAL VEHICULAR CIRCULATION PLAN FOR BLOCK 9</p> <p>BRANCHBURG TOWNSHIP SOMERSET COUNTY, NEW JERSEY</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

<p>DOUGLAS A. BALL P.E. - TOWNSHIP ENGINEER New Jersey Professional Engineer License No. 0000150400</p>	
<p>DNW: B77: 02/19/19</p>	<p>Scale: 1/2" = 1'-0"</p>

CONCEPT PLAN

SUMMIT GREEN
BRANCHBURG, NEW JERSEY



The Reynolds
Group Inc.

TRG# 17-037

DEVELOPMENT PROGRAM

AH-4 ZONE: AFFORDABLE HOUSING

PROPOSED USES:

APARTMENTS &
TOWN HOMES
BLOCK 9, LOTS 8 & 15
BLOCK 9, PORTION
OF LOTS 9 TO 13

TOTAL TRACT AREA: 44.41 ACRES

TOTAL NO. OF DWELLING UNITS: 523 D.U.

- Town Homes 103 D.U.
- Apartments 420 D.U.

PARKING REQUIREMENTS (PER R.S.15):

- Town Homes 240 SPACES
- Apartments 840 SPACES
- TOTAL REQUIRED 1,080 SPACES

APARTMENT PARKING ALLOCATION

- Surface Parking 864 SPACES

TOWN HOME PARKING ALLOCATION

- One Car Garage + Driveway 206 SPACES
- Surface Parking 75 SPACES
- SUB-TOTAL 281 SPACES
- TOTAL PROVIDED 1,145 SPACES

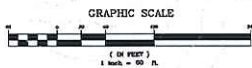
- Clubhouse/Leasing Office 19 SPACES
- Recreation Area 9 SPACES
- Maintenance Building 3 SPACES

AFFORDABLE CREDITS 131

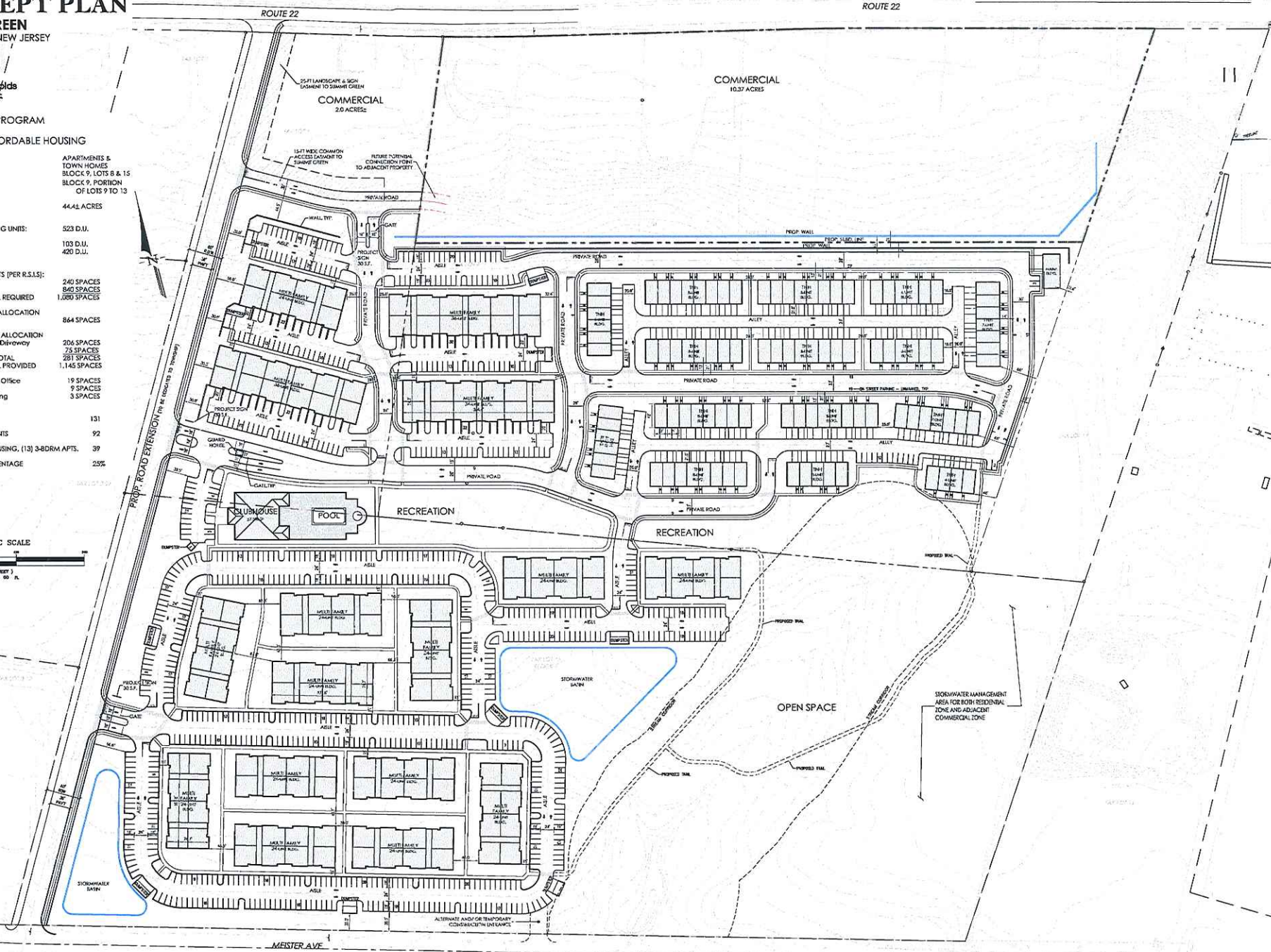
• C.O.A.H. APARTMENTS 92

• SPECIAL NEEDS HOUSING, (13) 3-BDRM APTS. 39

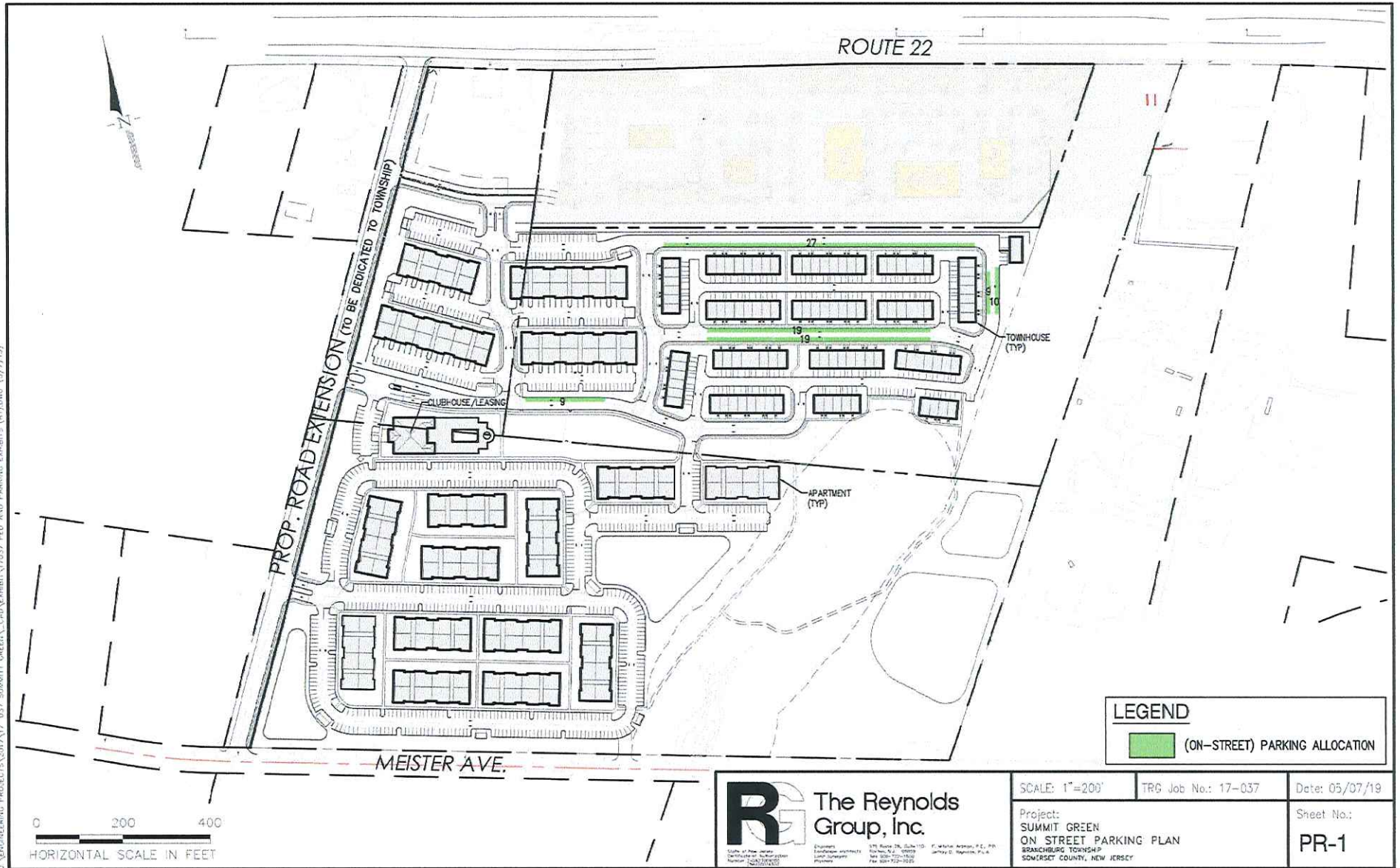
• AFFORDABLE PERCENTAGE 25%



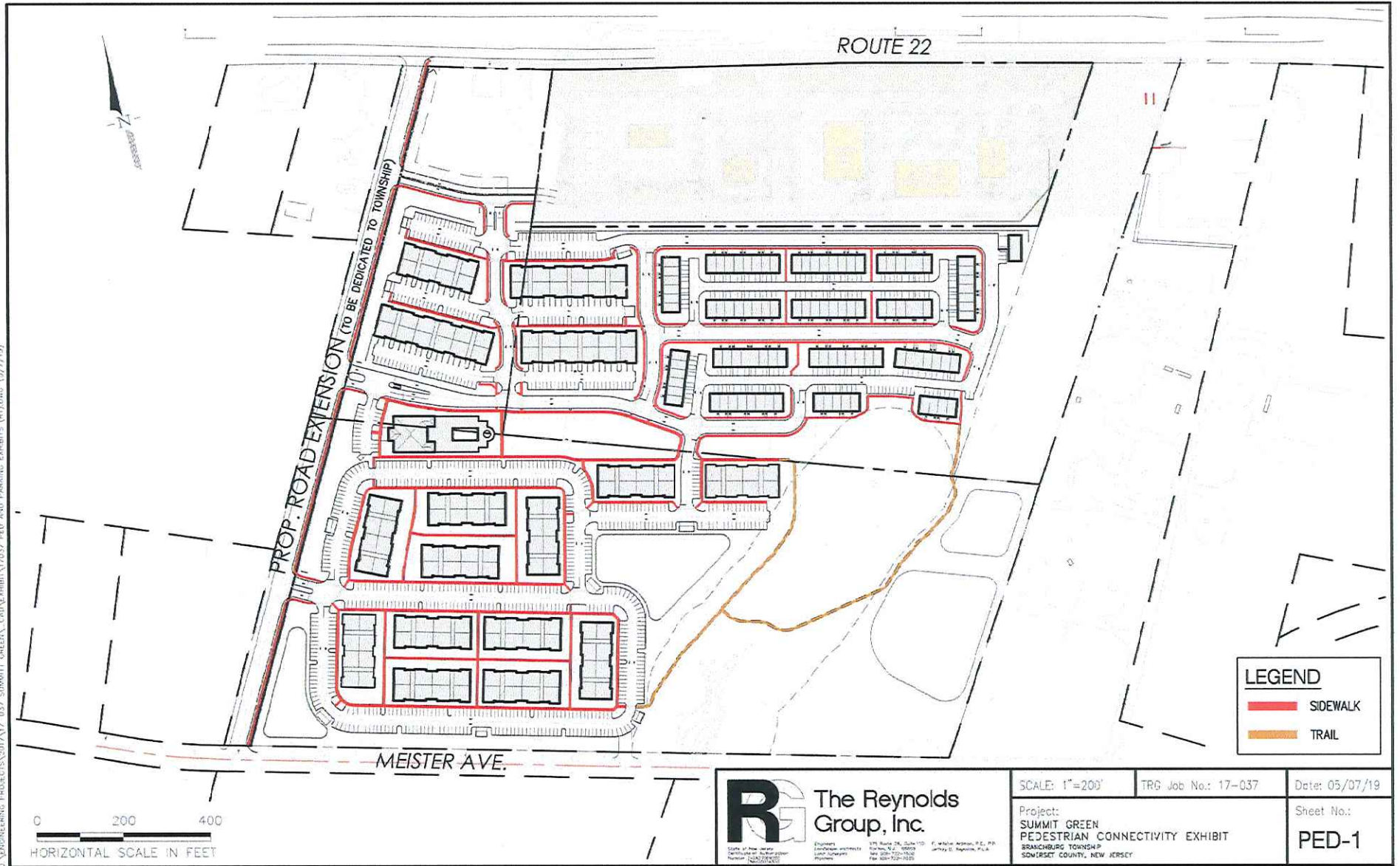
JULY 3, 2019
SCALE 1" = 60'

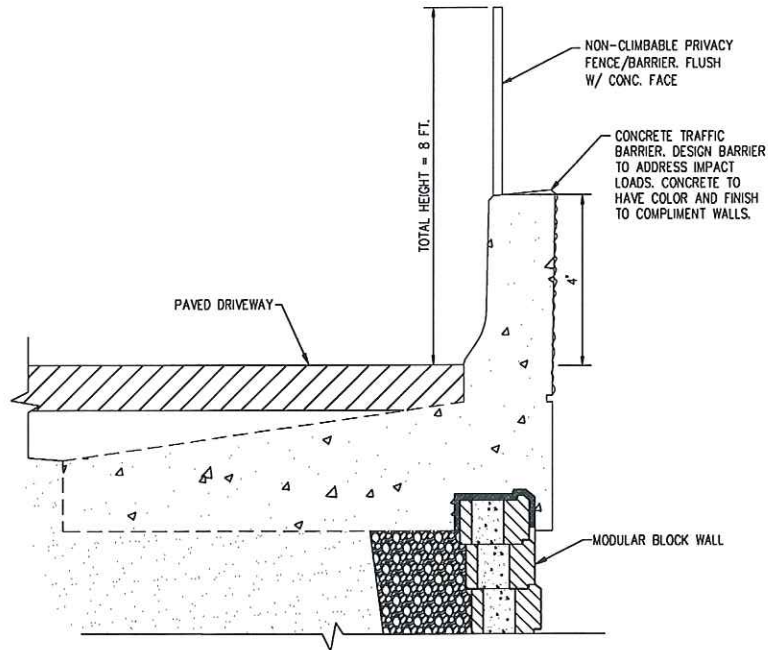


J:\ENGINEERING PROJECTS\2017\17_037 SUMMIT GREEN\CAD\EXHIBIT\7037 PED AND PARKING EXHIBITS (R1).DWG (5/7/19)

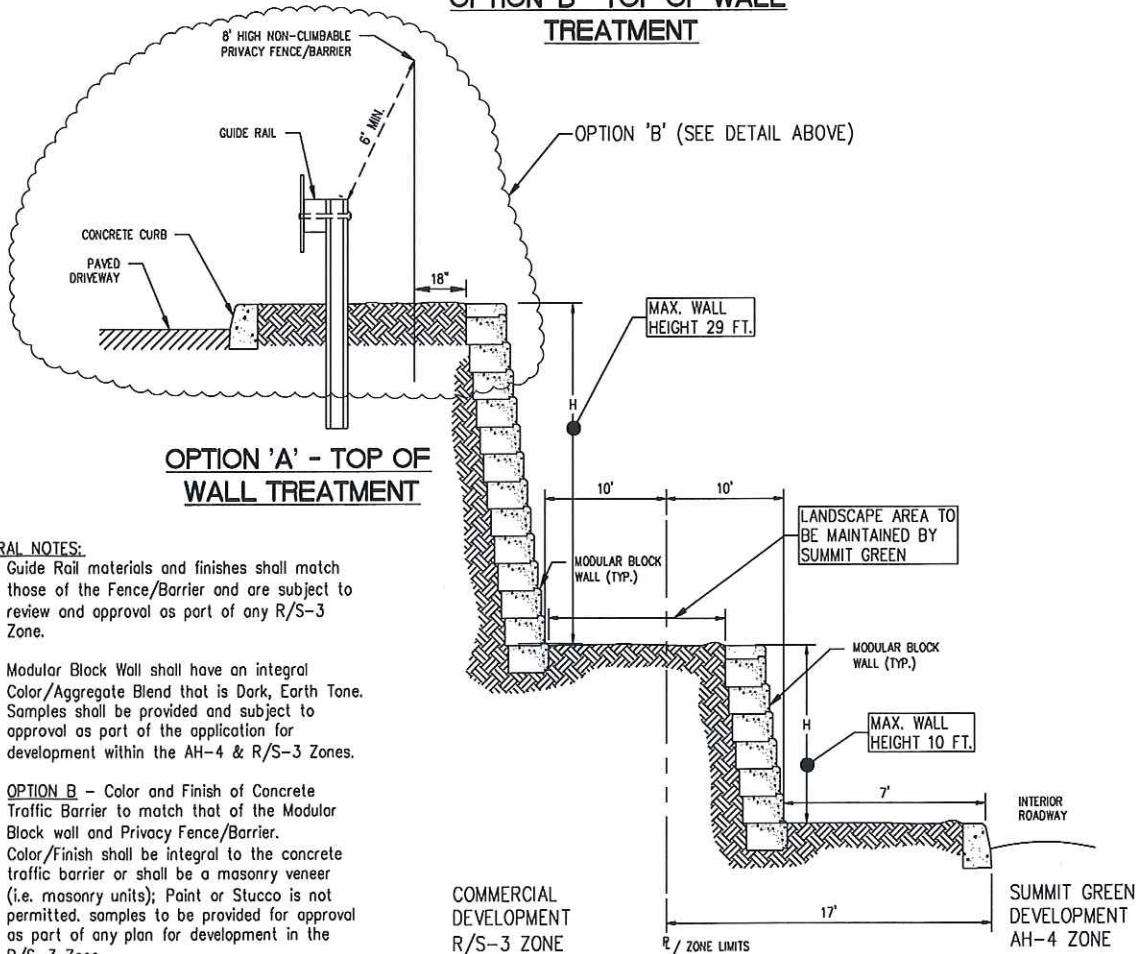


ENGINEERING PROJECTS/2017/17-037 SUMMIT GREEN, CAD/EXHIBIT/2017 PED AND PARKING EXHIBITS (03) DWG (5/27/19)





OPTION 'B'- TOP OF WALL TREATMENT



GENERAL NOTES:

1. Guide Rail materials and finishes shall match those of the Fence/Barrier and are subject to review and approval as part of any R/S-3 Zone.
2. Modular Block Wall shall have an integral Color/Aggregate Blend that is Dark, Earth Tone. Samples shall be provided and subject to approval as part of the application for development within the AH-4 & R/S-3 Zones.
3. **OPTION B** - Color and Finish of Concrete Traffic Barrier to match that of the Modular Block wall and Privacy Fence/Barrier. Color/Finish shall be integral to the concrete traffic barrier or shall be a masonry veneer (i.e. masonry units); Paint or Stucco is not permitted. Samples to be provided for approval as part of any plan for development in the R/S-3 Zone.
4. **OPTION A & B** - Privacy Fence/Barrier shall be solid corten steel panels, finished on both sides; supports shall be "in line" with panels such that neither side is perceived as the "back" or "unfinished" side. Details and materials samples to be provided to the Township subject to approval of the Planning Board as part of any R/S-3 development.

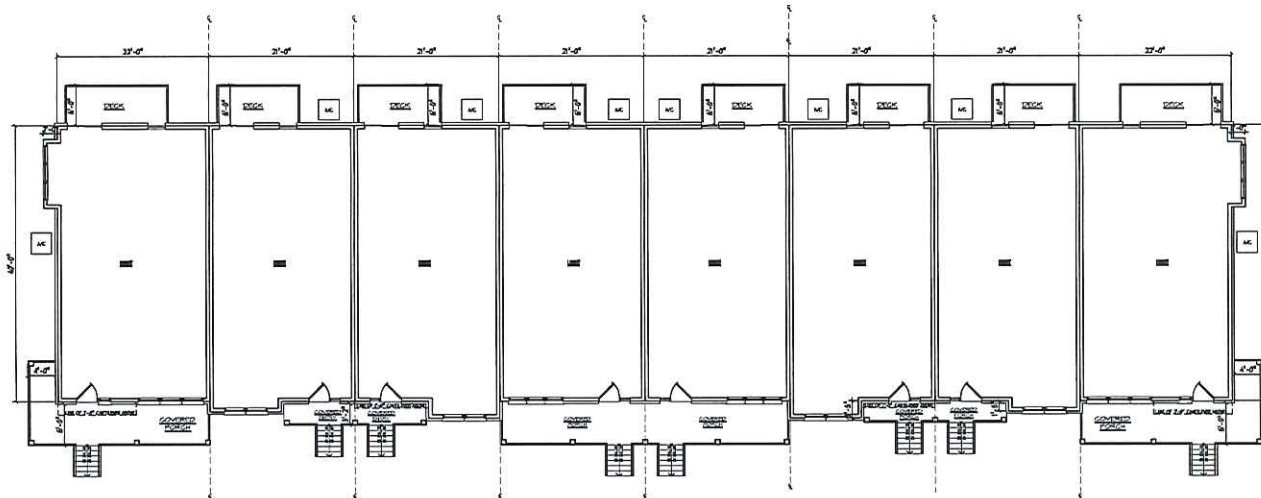
WALL EXHIBIT AT PROPERTY LINE BETWEEN AH-4 ZONE AND R/S-3 ZONE

July 8, 2019

Rev. July 10, 2019



TYPICAL 2-STORY 8 UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



TYPICAL 2-STORY 8 UNIT BUILDING PLAN
SCALE: 1/8" = 1'-0"



APPEL DESIGN GROUP
ARCHITECTS

220 SOUTH CHERRY AVE., SUITE 100
LIMESTONE, NJ 07636
TEL: 201.261.1111
WWW.ADG-ARCH.COM

PREMIER HOMES
SUMMIT GREEN
BRANCHBURG, NJ

NO.	REVISION	BY	DATE
1	ISSUE FOR REVIEW	CD	5-09-15
2	ISSUE FOR REVIEW	CD	5-23-15
3	ISSUE FOR REVIEW	CD	5-28-15



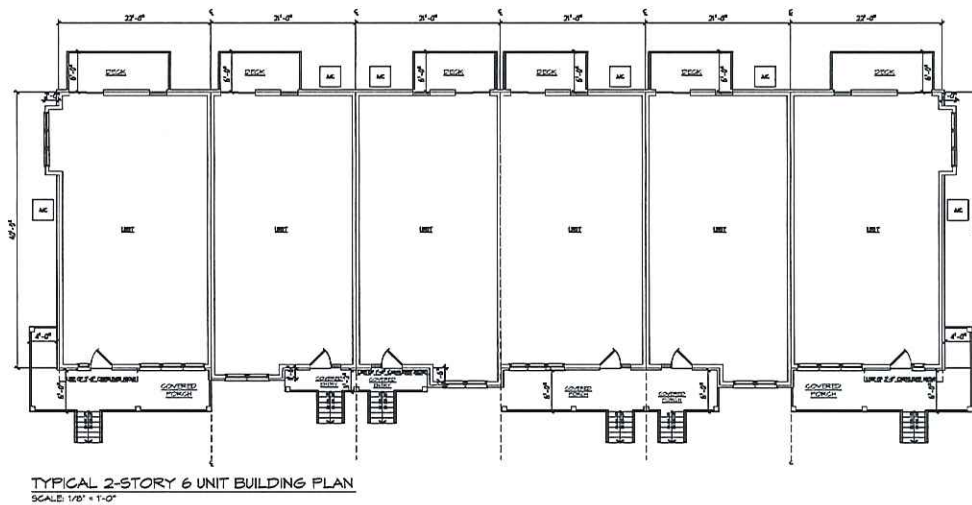
LANCE D. APPEL, P.A. NJ - ARCHITECT
17 - 00000
PA - 000000000

ALLEY TH BLD
PLAN/ ELEV.

DRAWN BY: CD
CHECKED BY: PEI
CLIENT: PREMIER G
DATE:

PB-1.1

N/A



PREMIER HOMES
SUMMIT GREEN
BRANCHBURG, NJ

NO.	REVISION	BY	DATE
	ISSUE FOR REVIEW	CD	5-09-75
	ISSUE FOR REVIEW	CD	5-23-75
	ISSUE FOR REVIEW	CD	5-28-75



LAWRENCE D. APPEL, R.A. NJ - 41-2495
NY - 627496
PA - 84-6466-2

ALLEY TH BLD
PLAN/ ELEV.

DRAWN BY: CD
CHECKED BY: NM
CLIENT: PREMIER 12
DATE:

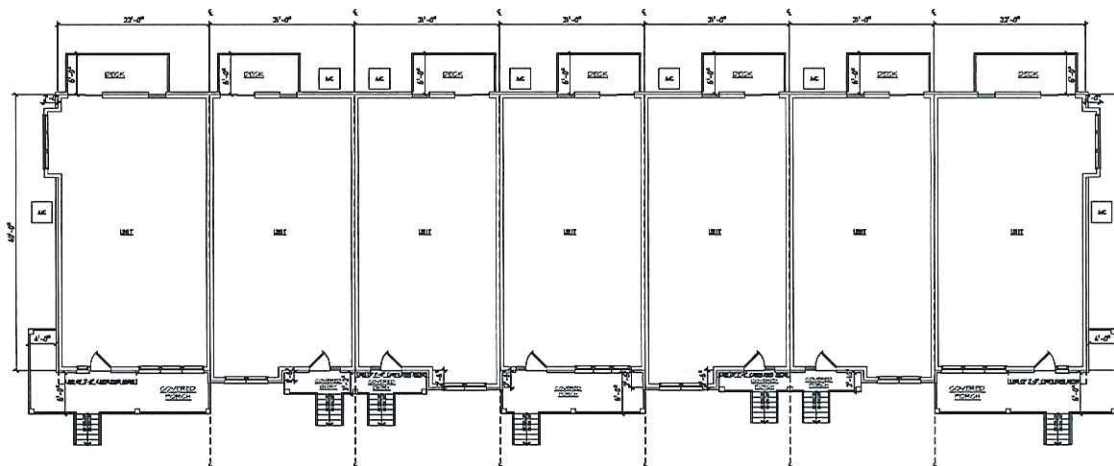
PB-1.2

N/A

APPL. DESIGN GROUP - FILENAME: A:\CULTURE\VEGETABLE 12 - FAMILY GREENHOUSE\VEGETABLE 12 - PLANT TH.OBS.PLOT DATE: 05/23/2018 12:54 PM BY: CO



TYPICAL 2-STORY 7 UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



TYPICAL 2-STORY 7 UNIT BUILDING PLAN
SCALE: 1/8" = 1'-0"



PREMIER HOMES
SUMMIT GREEN
BRANCHBURG, NJ

NO.	REVISION	BY	DATE
1	ISSUE FOR REVIEW	CD	9-29-18
2	ISSUE FOR REVIEW	CD	9-13-18
3	ISSUE FOR REVIEW	CD	9-13-18



LAWRENCE D. APPEL, R.A. N.J. & A.S.P.
NY - 00000
PA - 000000-00

ALLEY TH BLD
PLAN/ ELEV.

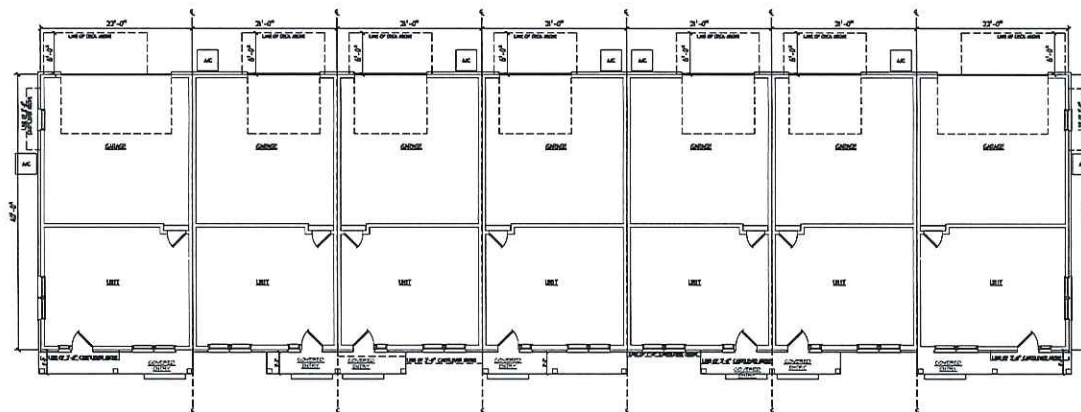
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CHECKED BY: PH
CLIENT: PREMIER II
DATE:

PB-1.3

N/A



TYPICAL 3-STORY 7 UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



TYPICAL 3-STORY 7 UNIT BUILDING PLAN
SCALE: 1/8" = 1'-0"

**PREMIER HOMES
SUMMIT GREEN
BRANCHBURG, NJ**

NO.	REVISION	BY	DATE
1	ISSUE FOR REVIEW	CD	4-26-15
2	ISSUE FOR REVIEW	CD	4-29-15
3	ISSUE FOR REVIEW	CD	5-09-15
4	ISSUE FOR REVIEW	CD	5-20-15
5	ISSUE FOR REVIEW	CD	5-28-15



LAWRENCE D. APPEL, P.A. NJ # 41-0245
NY # 00000000
PRJ. # 15-00000-0

**ALLEY TH BLD
PLAN/ ELEV.**

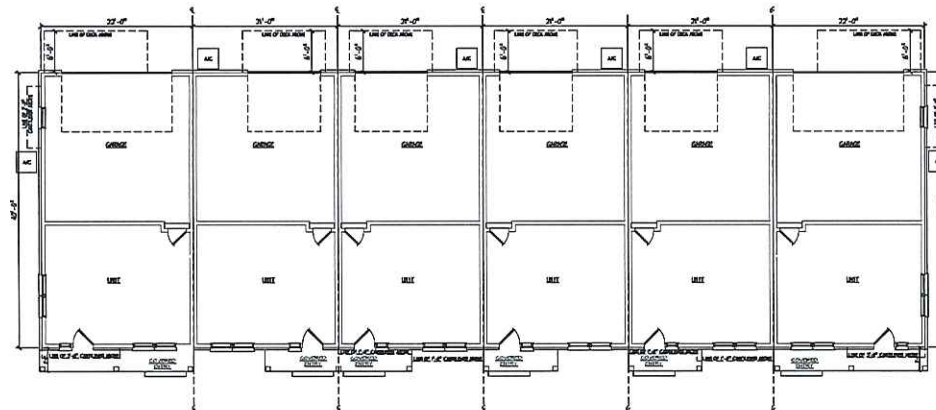
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CHECKED BY: PM
CLIENT: PREMIER II
DATE:

PB-2.2

N/A



TYPICAL 3-STORY 6 UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



TYPICAL 3-STORY 6 UNIT BUILDING PLAN
SCALE: 1/8" = 1'-0"



PREMIER HOMES
SUMMIT GREEN
BRANCHBURG, NJ

NO.	REVISION	BY	DATE
1	ISSUE FOR REVIEW	CD	9-29-18
2	ISSUE FOR REVIEW	CD	9-29-18
3	ISSUE FOR REVIEW	CD	9-29-18



LAWRENCE D. APPEL, P.A., NJ - A-0000
NY - 00000
PA - 00000000

ALLEY TH BLD
PLAN/ ELEV.

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CLIENT:	PREMIER II
DATE:	

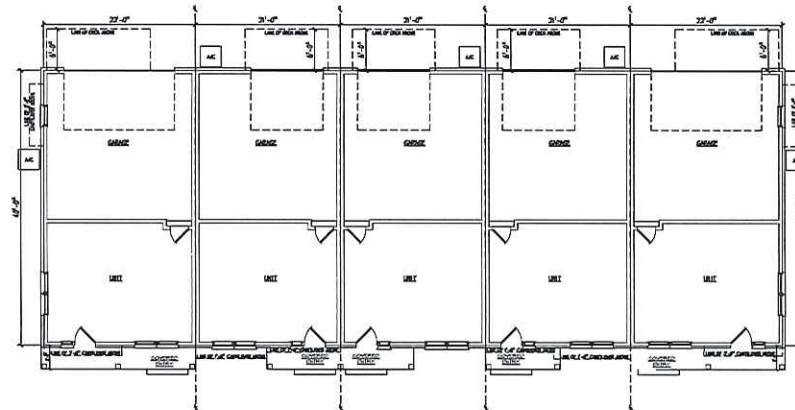
PB-2.3

N/A

APPEL DESIGN GROUP - FLEMMING, A/C/INTERIORS 13 - ALLEY TH BLDG PLAN DATE 05/28/2018 12:43 PM BY: CD



TYPICAL 3-STORY 5 UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



TYPICAL 3-STORY 5 UNIT BUILDING PLAN
SCALE: 1/8" = 1'-0"



PREMIER HOMES
SUMMIT GREEN
BRANCHBURG, NJ

NO.	REVISION	BY	DATE
1	ISSUE FOR REVIEW	CD	5-29-18
2	ISSUE FOR REVIEW	CD	5-29-18
3	ISSUE FOR REVIEW	CD	5-29-18



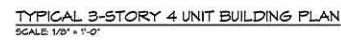
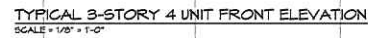
LAWRENCE D. APPEL, P.A. NJ - 01-001
NY - 00000
PA - 000-000-000

ALLEY TH BLDG
PLAN/ ELEV.

DRAWN BY: CD
CHECKED BY: PM
CLIENT: PREMIER E
DATE:

PB-2.4

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N/A



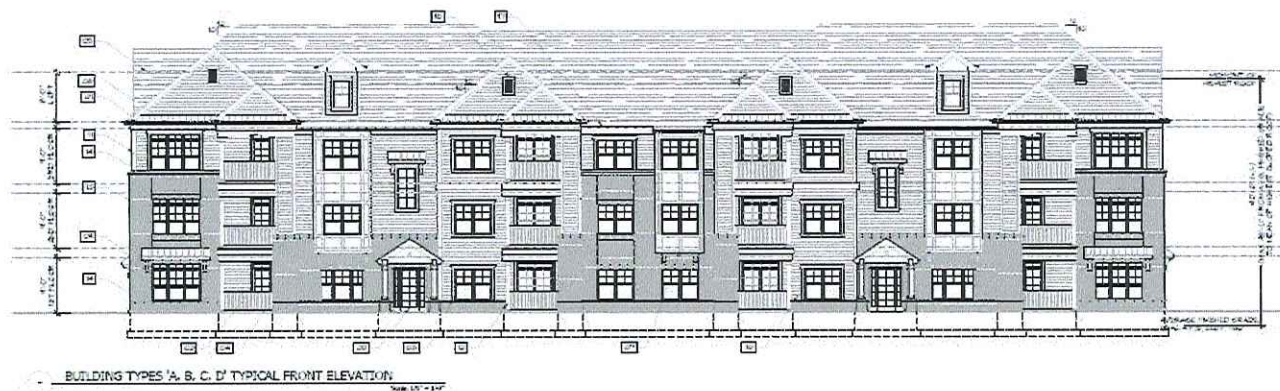
Typical Apartment Building

24 unit & 36 unit

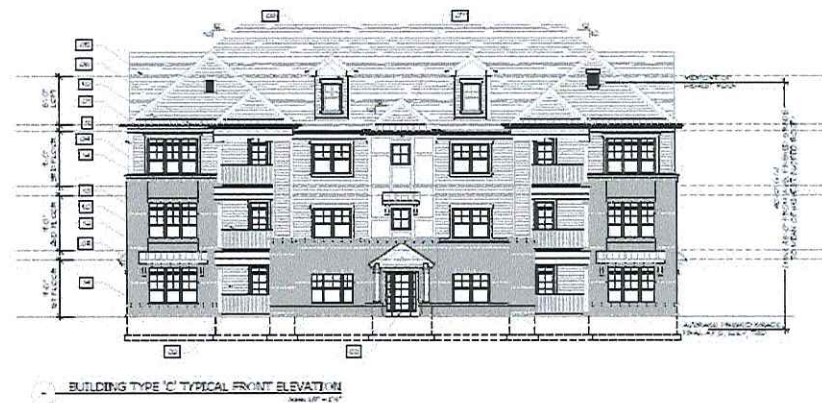
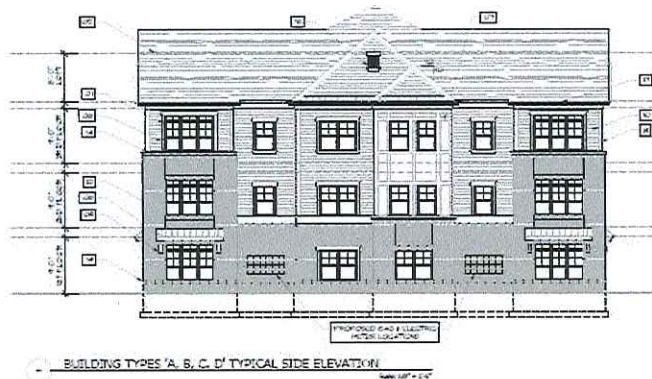
(Select buildings to also have
garage level under building)



Summit Green
Branchburg, NJ



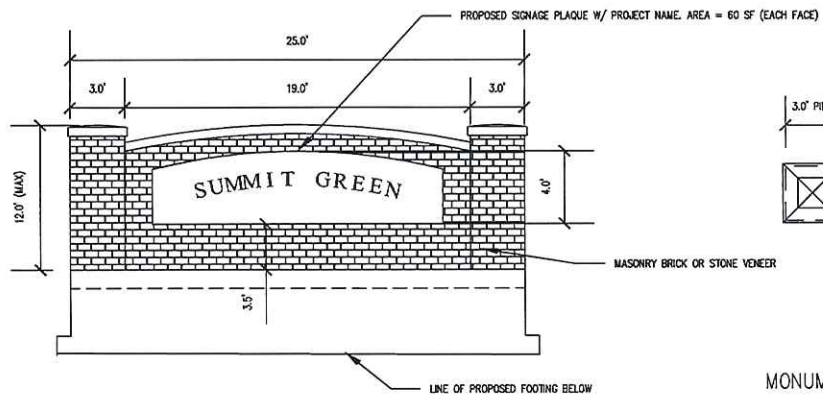
ELEVATION KEYNOTES	
1.	PROPOSED AND EXISTING
2.	DOORS AND WINDOWS ARE SHOWN
3.	ENTRY CLOSET INTO BUILDING
4.	PROPOSED RAILING SYSTEM
5.	EXISTING / ASPHALT FLOOR
6.	EXISTING / ASPHALT FLOOR
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Typical Apartment Building
24 unit & 36 unit
(Select buildings to also have
garage level under building)

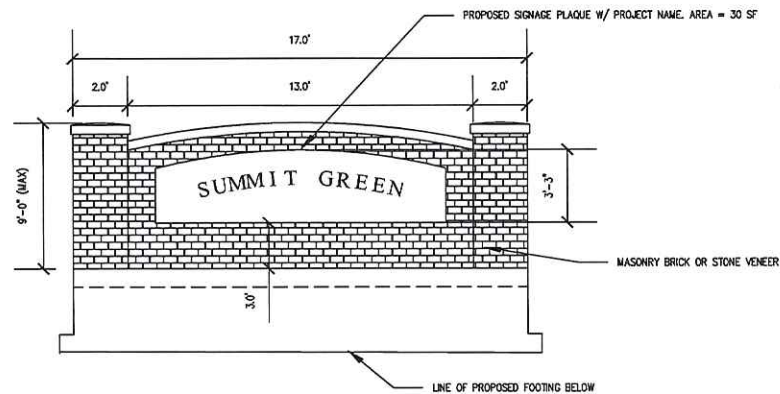
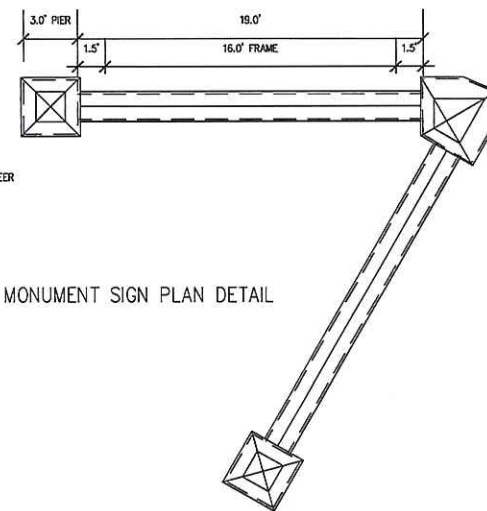


Summit Green
Branchburg, NJ



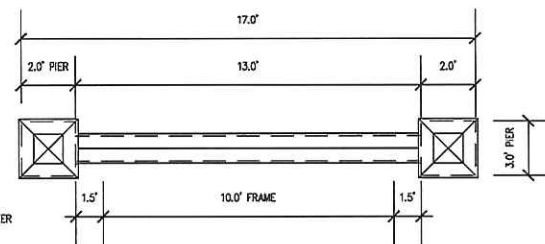
MONUMENT SIGN ELEVATION DETAIL

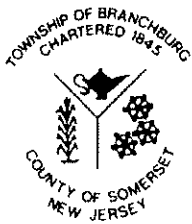
NOTE: DETAIL DEPICTS ONE FACE, AT
ROUTE 22, SIGN SHALL BE 'V' SHAPED



MONUMENT SIGN ELEVATION DETAIL

NOTE: SIGNS AT PUBLIC ROAD EXTENSION
AND PRIVATE DRIVE (SEE CONCEPT PLAN)





Township of Branchburg

1077 US HIGHWAY 202 NORTH, BRANCHBURG, NJ 08876-3936

TELEPHONE: (908) 526-1300, EXT. 152

FAX: (908) 526-7479

www.branchburg.nj.us

OFFICE OF PLANNING & ZONING

June 29, 2021

Michael O'Grodnick, Esq.
56 E. Main St., Suite 301
Somerville NJ 08876

Re: Case No. 2020-003P PFSP/PSUB; Summit Developers LLC
Block 9, Lots 8 -13 & 15 Zone: AH-4

Dear Mr. O'Grodnick:

Enclosed please find a signed copy of the Resolution, which was adopted by the Planning Board at the June 22, 2021 virtual meeting.

Please be advised that it is the Applicant's responsibility to ensure compliance with all terms and conditions of the approving Resolution. Before obtaining Zoning permits and/or Building permits all conditions of the approving Resolution must be met. This may include the submission of revised plans to the Engineering Department and all appropriate Township professionals and commissions; posting of Bonds; execution of a Developer's Agreement with the Township; and submission of revised plans for the Board's signature. To avoid any delays with Zoning and Building permits, please notify the Engineering Department when all conditions of the approval have been met.

If you have any questions regarding this matter, please contact this office.

Very truly yours,

Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk

Encl

CC: Anatol Hiller Summit Developers LLC 929 Route 202 Raritan NJ 08869
Red Shale Associates-LLC P.O. Box 5297 Branchburg NJ 00876
Alan Frank PO Box 638 Martinsville, NJ 08863
A. Mitchel Ardman, PE, PP The Reynolds Group 575 Rt. 28, Suite 110 Raritan, NJ 08869

PLANNING BOARD
TOWNSHIP OF BRANCHBURG
RESOLUTION

SUMMIT DEVELOPERS, LLC

Block 9, Lots 8 through 15
Case 2020-003P PFSP/PSUB

WHEREAS, SUMMIT DEVELOPERS, LLC (the “Applicant”) has applied to the Planning Board of the Township of Branchburg (the “Board”), for preliminary and final site plan approval, preliminary subdivision approval, and the following bulk variance and site plan design standard relief, relating to the construction of sixteen (16) apartment buildings and fifteen (15) townhouse buildings, all of which will contain a total of four hundred twenty (420) apartment units and one hundred three (103) townhouse dwelling units, along with a clubhouse, pool, playground area, maintenance building, landscaping, lighting, and stormwater management improvements. The proposed development will be an inclusionary housing development, with one hundred thirty-one (131) affordable housing units, which will consist of ninety-two (92) family rental apartments and thirty-nine (39) special needs bedroom units contained within thirteen (13) apartments, along with related improvements, on property located in the RS-3 and AH-4 Affordable Housing Zone, identified as Block 9, Lots 8 through 13 and Lot 15, as shown on the Official Tax Map of the Township of Branchburg, located between Route 22 East and Meister Avenue, and between the intersection of Route 22 and County Line Road and the intersection of Route 22 and Meister Avenue (the “Property” or the “Site”):

1. A bulk variance for the proposed distance of Building #13 (townhouse) façade to the sidewalk of 6.2 feet, and the distance of Building #14 (townhouse) façade to the sidewalk of 5.5 feet, whereas the minimum distance between a front façade to a street is fourteen (14) feet, pursuant to Section 3-33.4.G.3(a)(1) of the Township’s Land Development Ordinance (hereinafter referred to as the “Ordinance”);

2. A bulk variance for the proposed distance of less than fifteen (15) feet from Building #10 (townhouse) façade to a private street, whereas a minimum of fifteen (15) feet is required, pursuant to Section 3-33.4.G.3(c)(2) of the Ordinance;
3. A bulk variance for the proposed retaining wall within the right-of-way of proposed Road A, whereas no retaining wall or fence is permitted within a right-of-way or within thirty (30) feet of an intersection point of an intersecting street right-of-way or within a sight easement, pursuant to Section 4-2.4.K [Ordinance No. 2015-1283] of the Ordinance;
4. A bulk variance for the proposed retaining wall within five (5) feet of the property line of existing Block 9, Lot 3.02, located along proposed Road A, whereas no retaining wall shall be located within five (5) feet of a property line unless a maintenance easement, having a width of at least five (5) feet of the entire length of the wall, is secured from the adjoining property owner, pursuant to Section 4-2.4.K [Ordinance No. 2015-1283] of the Ordinance;
5. A bulk variance for the proposed retaining wall that exceeds ten (10) feet for approximately one-half of the length along Road A, whereas a retaining wall shall not exceed a height of ten (10) feet as same is not substantially in accordance with the "Wall Exhibit" in Section 3-33.5.E.1 of the Ordinance;
6. A bulk variance for a maintained landscaped area between the retaining wall straddling the property lines adjoining proposed lot 8.01, which is located less than fifteen (15) feet from the property line, whereas the landscaped area between the wall and straddling the property line shall be a minimum of fifteen (15) feet, pursuant to the Section 3-33.5.E.3 of the Ordinance;
7. A bulk variance for three (3) flags on flag poles at thirty (30) feet in height, whereas flags other than official United States, New Jersey, Somerset County or Branchburg Township flags shall be considered to be signs and shall comply with applicable regulations, pursuant to Section 4-8.3.I of the Ordinance;¹
8. A bulk variance for internal trash and recycling containers located within proposed apartment buildings #1, #2, #3 and #4, whereas no refuse container or trash or recycling collection area shall be located closer than twenty (20) feet from any residential unit, pursuant to Section 3-33.5.B.6 of the Ordinance;
9. A bulk variance for the proposed building-mounted lighting on the "garage sides" of four (4) apartment buildings (apartment buildings #1, #2, #3 and #4), at a height of twenty (20) feet above the first floor finished grade, with said lighting being directed at the four (4) associated parking areas, whereas no building-mounted lighting shall be more than

¹ The Applicant stipulated that the three (3) flags to be flown will be related to a government entity (i.e., United States of America, State of New Jersey, County of Somerset, Township of Branchburg), but in no way will any flag be an advertisement subjecting the flag to the restrictions of the sign requirements of the Ordinance. No variance is required.

twelve (12) feet in height above the first-floor finished grade, nor shall building-mounted lighting be directed to parking areas, both pursuant to Section 3-33.5.F.3(a) of the Ordinance;

10. A bulk variance for the height of a six (6) foot solid wood or vinyl fence to be installed along the easterly property line of Block 9, Lot 7 (Stoeckel), which is a corner lot and therefore the fence will be located in what is considered a front yard, whereas a fence of up to only four (4) feet in height is permitted in all front yards and only providing that the fence is at least 50% open, pursuant to Section 5-8.2.D of the Ordinance;
11. A design waiver for no "Hairpin" striping, whereas hairpin striping is required for all parking stalls, pursuant to Section 5-2.1.G of the Ordinance;
12. A design waiver for a proposed asphalt driveway up to the curb, whereas concrete driveway aprons are required, pursuant to Section 5-3.11.D of the Ordinance, Residential Driveways Design Standards;
13. A design waiver for proposed driveway grading areas exceeding 5% at Townhouses #1, #4, #5, #6, #9 and #12, whereas the standing area in front of a garage must be a minimum of twenty-five (25) feet in length shall not exceed a grade of 5%, however, the Board established a maximum permitted slope of 6.9%, pursuant to Section 5-3.11.D of the Ordinance, Residential Driveways Design Standards; and

WHEREAS, duly noticed, public hearings were held on said application on March 23 and May 11, 2021, at which times interested citizens were afforded the opportunity to appear and be heard; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant, and any other interested parties and the general public, has made the following factual findings and conclusions:

FINDINGS

1. The Property consists of approximately 56.62 acres and is located between Route 22 East to the north and Meister Avenue on the south. The Site slopes from Route 22, to the south. The existing lots abutting Route 22 East, which are proposed to be subdivided, are currently improved. The southern area of the Site is comprised of an open field and a wooded

stream corridor. Various industrial and commercial uses surround the Site to the north, south, and east.

2. The proposed development is an inclusionary housing project, proposed pursuant to the Township's affordable housing obligations as set forth in a Settlement Agreement between the Township, the Applicant and the Fair Share Housing Center (hereinafter referred to as the "FSHC"). The Applicant proposes a multi-family residential development with sixteen (16) apartment buildings and fifteen (15) townhome buildings, all of which will contain a total of four hundred twenty (420) apartment units and one hundred three (103) townhouse units. The proposed development will also include a clubhouse, a pool, playground area, maintenance building, landscaping, lighting, and stormwater management improvements. As part of the inclusionary housing element of the proposed development, the Applicant proposes one hundred thirty-one (131) affordable units to be located on-site, which will consist of ninety-two (92) family rental apartments and thirty-nine (39) special needs bedrooms located within thirteen (13) apartments.

3. The Applicant is also requesting preliminary major subdivision approval to subdivide the Property into five (5) new lots (to be known as Lots 8, 8.01, 8.02, 8.03 and 8.04). The following new multi-family residential buildings are proposed to be located on the new Lots:

- a. New Lot 8 will contain 1.89 acres (from a portion of existing lot 8) and is located in the R/S-3 district;
- b. New Lot 8.01 will contain a total of 9.95 acres (from portions of existing Lots 9, 10, 11, 12 and 13), is located in the R/S-3 district and contains existing residential and commercial uses;
- c. New Lot 8.02 will contain a total of 6.47 acres (from portions of existing Lots 8, 9 and 10), is located in the AH-4 district and will contain a portion of the apartment buildings;

- d. New Lot 8.03 will contain a total of 8.72 acres (from portions of existing Lots 10, 11, 12 and 13), is located in the AH-4 district and will contain the townhome buildings; and
- e. New Lot 8.04 will contain a total of 29.59 acres (from all of existing Lot 15 and the portions of existing Lots 8, 9, 10, 11, 12 and 13) is located in the AH-4 district and will contain the community amenities and a portion of the apartment buildings.

New Lots 8 and 8.01 will each contain existing buildings in the R/S-3 (Retail Service) Zone.

4. The Applicant has submitted the following plans and reports in support of its application:

- a. Township of Branchburg Planning Board Application form and supplemental attachments;
- b. Engineering Site Plans and Subdivision Plans prepared by F. Mitchel Ardman, P.E., of the Reynolds Group, Inc., with a business address of 575 Route 28, Suite 110, Raritan, New Jersey, dated January 31, 2020, last revised February 26, 2021, same consisting of fifty (50) sheets;
- c. Architectural Plans and Elevations prepared by Laurence D. Appel, R.A., of the Appel Design Group, P.A, with a business address of 220 South Orange Avenue, Suite 100, Livingston, New Jersey, consisting of eighteen (18) sheets, dated March 13, 2020;
- d. Environmental Impact Statement prepared by The Reynolds Group Inc., dated February 2020;
- e. Traffic Impact Statement prepared by Dolan & Dean Consulting Engineers LLC, dated March 17, 2020, last revised April 26, 2021;
- f. Community impact Statement prepared by Richard B. Reading Associates, dated June 17, 2020; and
- g. Stormwater Management Facility Operations and Maintenance Manual prepared by The Reynolds Group Inc., dated February 2020.

5. The Board has received and considered memoranda prepared by the following:

- a. The Township Planner, Kendra A. Lelie, P.P., A.I.C.P., LLC, dated March 15, 2021, same consisting of eleven (11) pages;

- b. The Township Engineer, Douglas Ball, P.E., dated March 16, 2021, same consisting of nine (9) pages;
- c. The Board Traffic Consultants, Jay S. Troutman, Jr., P.E., of McDonough & Rea Associates, Inc., dated May 5, 2021, same consisting of five (5) pages;
- d. The Municipal Land Use Officer, Thomas Leach, dated November 5, 2020;
- e. The Historic Preservation Commission, by Ray Sanderson, Chairman, dated November 30, 2020, consisting of one (1) page;
- f. The Fire Marshal, Joseph V. Olivo, dated March 11, 2021, consisting of two (2) pages with attachments;
- g. The Health Officer, Rashida Boima, REHS, dated November 17, 2020, same consisting of one (1) page; and
- h. The Environmental Commission, dated January 6, 2021.

6. Michael P. O'Grodnick, Esq., of Savo, Schalk, Gillespie, O'Grodnick & Fisher, entered his appearance on behalf of the Applicant.

7. The Township Planner, Kendra A. Lelie, P.P., A.I.C.P., L.L.A., and the Township Engineer, Douglas Ball, P.E., C.M.E., C.F.M., were both duly sworn according to law.

8. Mr. O'Grodnick provided a brief overview of the project, stating the Applicant proposes to combine all seven lots (8 - 13 and 15), then subdivide the merged lots into five (5) new lots (Proposed Lots 8, 8.01, 8.02, 8.03 and 8.04). Mr. O'Grodnick explained that the Applicant proposes to construct a multi-family residential development with sixteen (16) apartment buildings and fifteen (15) townhome buildings, all of which will contain a total of four hundred twenty (420) apartment units and one hundred three (103) townhouse units, along with a clubhouse, a pool, a playground area, a maintenance building, landscaping, lighting, and stormwater management improvements.

9. Mr. O'Grodnick explained that, as part of the inclusionary housing element of the proposed development, the Applicant proposes one hundred thirty-one (131) affordable dwelling units to be located on Site, which will consist of ninety-two (92) family rental apartments and thirty-nine (39) special needs bedrooms located within thirteen (13) apartments.

10. Art Bernard, P.P., of Art Bernard and Associates, having a business address of 77 North Union Street, Lambertville, New Jersey, was duly sworn according to law, provided his qualifications and was accepted by the Board as an expert in the field of professional planning. Mr. Bernard provided an overview of the history of the Council on Affordable Housing ("COAH") and the Mt. Laurel litigation, and he explained how same relates to the Applicant's proposal. He explained the difference between affordable housing and subsidized housing, and the income requirements necessary for someone to qualify for affordable housing in New Jersey. Mr. Bernard further explained that the Applicant is providing a 25% affordable housing set-aside (affordable housing units as compared to market rate units), rather than the presumptive set-aside of only 15% for rental apartment units and 20% for owner occupied townhouses. He opined that the increased set-aside would help the municipality meet its affordable housing requirements with less of an impact on the surrounding community.

11. Shawn M. McInerney, President of the Midland Group ("Midland"), was duly sworn according to law, provided his background with the company, and testified as a fact witness as to Midland's involvement with the Applicant's proposal.

12. Mr. McInerney testified as to Midland's work in Branchburg and surrounding areas in New Jersey with individuals with developmental disabilities, and its plan to work with the Applicant for the proposed oversight of the thirty-nine (39) bedrooms in thirteen (13) apartments reserved for individuals with developmental disabilities. Mr. McInerney stated that it

is Midland's mission to have all of its residents employed and to have the residents integrated into the community, consistent with the Applicant's proposal. Mr. McInerney stated that there is an incredible need for this type of housing.

13. Jeff Hiller, a representative of the Applicant, was duly sworn according to law. Mr. Hiller presented factual testimony commending Mr. McInerney and Midland for their work, supporting their efforts to integrate and socialize special needs individuals into the community and to provide the unique and cutting-edge benefits such an opportunity presents by this application for development.

14. F. Mitchel Ardman, P.E., of the Reynolds Group, Inc., having a business address of 575 Route 28, Suite 110, Raritan, New Jersey, was duly sworn according to law, provided his qualifications, and was accepted by the Board as an expert in the field of civil engineering. Mr. Ardman introduced into evidence, as **Exhibit A-1**, a color rendering of the existing conditions, same last revised March 21, 2021.

15. Referencing **Exhibit A-1**, Mr. Ardman testified as to the different shades of color contained thereon, each color representing a different condition, such as wooded, developed, stream corridor, or open space. Mr. Ardman testified to the steep slopes on the north and south sections of the Property, existing commercial and residential uses along Route 22 East, industrial uses to the west and east of the Property, the R/S-3 Zone to the north, the AH-4 Zone to the south, the existing sewer main that goes through the Property, and the demarcation of wetlands according to the Letter of Interpretation (the "LOI") received from the New Jersey Department of Environmental Protection (the "DEP").

16. Introducing **Exhibit A-2**, a rendering of the proposed development, Mr. Ardman testified that the Applicant proposes to construct a multifamily inclusionary residential

development consisting of apartment buildings and townhouses. He further testified as to the number and location of the apartments and townhouses, all designed around the proposed clubhouse and amenities (pool, tot lot, BBQ/patio area, and open space area). Mr. Ardman testified that there are two (2) apartment building areas along proposed Road A as well as a townhouse area on the northeast section of the Property.

17. Mr. Ardman testified as to the “walkability” of the proposed complex, noting the importance of which was a high priority with the Applicant, and the hard and soft paths throughout the residential complex, as well as the wooded (conservation easement) and stormwater management areas.

18. Mr. Ardman testified that the northeast portion of the development would consist of fifteen (15) townhouse buildings containing between four (4) and eight (8) townhouse units per building. Mr. Ardman explained that townhouse buildings would be “alley loaded”, having driveways in the rear of the units that can be accessed from an alley, rather than from the main interior roads. Mr. Ardman opined that the design is more aesthetically pleasing because the view from the road will not be of garages and cars, but rather of the front entrances of the townhouses and sidewalks, which promotes a “front door living” design.

19. With regard to the apartment buildings, Mr. Ardman testified that there would be sixteen (16) apartment buildings, thirteen (13) of which will contain twenty-four (24) units and three (3) of which will contain thirty-six (36) units. The four (4) apartment buildings to the northwest would contain at grade-level garages for parking.

20. Mr. Ardman opined that the twenty (20) foot wide alleys (located throughout the Property) provide sufficient space for two (2) cars to pass each other. He further opined that the proposed one thousand two hundred forty (1,240) parking spaces would be more than sufficient,

given the required number of parking spaces which, according to the Residential Sight Improvement Standards (hereinafter referred to as "RSIS"), is one thousand eighty-eight (1,088) parking spaces.

21. Mr. Ardman explained that the Applicant is proposing to subdivide the lots so as to keep the apartment units and the townhouse units separate for financing purposes. He reiterated that the proposed lot lines are solely for financing purposes and that the development will function as one (1) community. Mr. Ardman testified that the entire development would be constructed as one (1) phase, starting with the clubhouse and then working around from the top area of the apartments and townhouse units down to the remaining apartments.

22. As to the topography, Mr. Ardman testified that the Site slopes south from Route 22 to Meister Avenue, with slopes ranging from between 5% and 15%. Mr. Ardman further testified that the Applicant proposes to install retaining walls, some of which are proposed to be taller than permitted by the Ordinance, thereby requiring variance relief. He explained that the walls also would be located around the environmental and stormwater features on the Property, as well as near the lot lines and public roads.

23. As to stormwater management, Mr. Ardman testified that stormwater runoff flows from north to south, through inlets in the proposed parking areas. He explained that the runoff from the roof areas and parking lots would be directed into the proposed stormwater detention basins. Mr. Ardman further explained that three (3) such detention basins are planned throughout the Site. He confirmed that the Applicant complies with the Township and DEP stormwater management requirements (including a reduction in the peak flow, improved water quality, and groundwater recharge), and he stipulated, on behalf of the Applicant, to complying

with all of the comments regarding stormwater management set forth in the memoranda of the Board Professionals.

24. As to the landscaping, Mr. Ardman testified that the Applicant proposes landscaping along all of the exterior boundaries of the Property, along the easterly and westerly sides of the entrance, and throughout the remainder of the Property. He explained that the landscaping includes berms, evergreens, ornamental plantings, and shrubs. As to the interior landscaping, Mr. Ardman testified that same is focused around the clubhouse, the pool, and along the walkways. He further testified that the Applicant proposes to install street trees along all of the internal roadways and foundation plantings along the dwelling units.

25. As to utilities, Mr. Ardman testified that the proposal would be tied into public utilities, including the sanitary sewer and public watermain located in both Route 22 and Meister Avenue.

26. As to the lighting, Mr. Ardman testified that the lighting plan includes a series of fifteen (15) foot tall poles with LED light fixtures, all of which would be focused downward. He explained that the lighting would be even across the Site while providing sufficient lighting for motorists and pedestrians. In addition to pole lighting, Mr. Ardman testified that there would be lights mounted on the rear of four (4) of the apartment buildings (#1, #2, #3 and #4) in the northwest section of the Property, which are proposed to be twenty (20) feet above first floor finished grade, whereas only twelve (12) feet is permitted by the Ordinance, thus requiring a variance. Mr. Arden testified that the building mounted lights provide full coverage lighting to the parking area, whereas pole mounted lights would not be practical in the parking area.

27. As to the signage, Mr. Ardman testified that the Applicant would comply with the Ordinance requirements. He explained that the signage would consist of masonry and brick. He testified that the signage would be illuminated, with low level ground mounted fixtures.

28. As to the Review Memorandum prepared by the Township Engineer, Mr. Ball, the Applicant stipulated, as a condition of approval, to complying with the comments and requirements set forth therein.

29. As to the Review Memorandum prepared by the Township Planner, Ms. Lelie, the Applicant stipulated, as a condition of approval, to complying with the comments and requirements set forth therein or obtain the variances and exceptions noted and approved.

30. In response to questioning by the Board as to whether the proposed lots could be sold individually, Mr. Ardman testified that the Applicant did not intend to do that and, instead, intended to keep all of the lots under common ownership.

31. Mr. Ardman explained that the retaining walls cannot be redesigned because the walls are necessary for grading due to sloping and they cannot be extended or raised.

32. As to the Review Memorandum prepared by Mr. Olivo, the Fire Official, the Applicant stipulated, as a condition of approval, to complying with all of the comments and recommendations set forth therein. The Applicant further stipulated to complying with the comments set forth in the Review Memorandum of the Environmental Commission and the Review Memoranda of the Health Officer.

33. On questioning from the Board, Mr. Adrman testified that there will be trash receptacles throughout the proposed development. In addition, the four (4) apartment buildings in the northwest section will have internal trash disposal systems with trash compactors indoors,

which will require a variance. Mr. Arden testified that private trash pickup will happen approximately twice a week, with the County picking up all of the recycling.

34. With regard to a road connecting Road A and Road C, Mr. Ardman testified that the Applicant could not complete this road at this time due to the steep slopes, however, there is pedestrian access provided to Route 22.

35. Rina Stoekel, owner of 339 Route 22, also known as Block 9, Lot 7, a neighboring property owner, reiterated her request to the Board that a solid six (6) foot vinyl fence be installed on her property to provide privacy to her pool, which the Applicant agreed to as a stipulation. Ms. Stoekel expressed her other concerns regarding the gross vehicle weight of vehicles authorized to use proposed Road A, the type of block that will be used to build the retaining wall between her property and proposed Road A, and the height of the retaining wall. Ms. Stoekel's main concern was with the sound to be produced by the proposed development, as she has lived in that location her entire life.

36. Gary W. Dean, P.E., P.P., of Dolan & Dean Consulting Engineers, LLC, having a business address of 181 West High Street, Somerville, New Jersey, was duly sworn according to law, provided his qualifications, and was accepted by the Board as an expert in the field of traffic engineering.

37. Mr. Dean began his testimony referencing the "Alan Frank" project proposed for an adjoining property along Route 22, which proposes a traffic signal on Route 22 at France Drive, which, in his expert opinion, would benefit the Property well. In that same regard, Mr. Dean went over the traffic flow and signals in the areas surrounding the proposal. Based upon his expert opinion, Mr. Dean testified as to which routes would be the most popular routes and how traffic would be affected, if at all.

38. Referring to his March 17, 2020 traffic study, previously submitted to the Board, Mr. Dean testified that the most impacted roads would be Route 22 and Meister Avenue. Mr. Dean compared the proposed project with the research provided by Institute of Traffic Engineers (“ITE”). Mr. Dean testified that this study was taken without consideration for the affordable housing element of this project, which in his opinion is not a problem, as affordable housing generally generates less traffic than market rate housing. While Mr. Dean testified that the proposal will operate with an adequate level of service, Jay Troutman, P.E., the Board’s traffic engineer, requested additional data should the proposed signal at the Alan Frank project not come to “life.”

39. In that regard, Mr. Troutman expressed concern regarding the nearby Fox Hollow development and the perceived propensity for drivers to “cut through” said development. Mr. Dean stated that, while this is possible, it is not probable. While the distance is shorter to cut through Fox Hollow, Mr. Dean testified that driving that course will take a longer amount of time.

40. After an adjournment, the Applicant returned to the Board on May 11, 2021. Referencing his April 26, 2021 revised traffic report, which was previously submitted to the Board, Mr. Dean presented additional traffic testimony.

41. Introducing **Exhibit-4**, an aerial image from bing.com, Mr. Dean provided three (3) scenarios to the Board with regard to off-site traffic. Scenario #1, was the “Alan Frank” project, which would provide a signaled intersection to the east on Route 22. Scenario #2 was to construct a dedicated left turn lane at the median “cut through,” slightly west of the Property on Route 22. Scenario #3 was to close the median cut through, directing traffic further to the west to make U-Turn at the traffic signal at County Line Road.

42. Mr. Dean then introduced scenario #4, which would connect the two (2) portions of Meister Avenue (the portion to the south, adjacent to the Property with the portion slightly to the east of the Property). Mr. Dean testified that it this the intention of the Township to unify these two (2) sections of Meister Avenue, which, in his opinion, would benefit the Applicant's proposal as it would provide access to the Property from a signalized intersection on Route 22 and County Road 614.

43. Mr. Dean testified that any one (1) of the four (4) proposed traffic scenarios would benefit the Applicant's proposal. Mr. Dean testified that his traffic study was completed taking into account all of the previously approved developments within the vicinity along the Route 22 corridor, including some developments in neighboring Readington Township.

44. Mr. Dean testified that, ultimately, the decision on access to the Applicant's proposal lies in the hands of the New Jersey Department of Transportation (hereinafter referred to as the "DOT"), as Route 22 is a State highway. Mr. O'Grodnick requested the formal support from the Board (perhaps in the form of a letter from the Board or the governing body), to urge the DOT to adopt one (1) of the above traffic designs.

45. In response, Mr. Troutman testified that there is a safety issue involved with the Applicant's proposal, specifically, queuing at the median "cut through" on Route 22, which will be resolved by any one (1) of the three (3) designs referenced above.

46. Mr. Dean stipulated that the Applicant would comply with comments 2, 3, 4, 5, 6, 8, 9, 10, 14, 15, 16, 17 and 18 of Mr. Troutman's review letter. While Mr. Dean stated that he is not familiar with comment #10, he stated that this comment could be resolved between the Applicant and the Board's Traffic Engineer.

47. Laurance D. Appel, R.A., of Appel Design Group, having a business address of 220 South Orange Avenue, Suite 100, Livingston, New Jersey, was duly sworn according to law, provided his qualifications, and was accepted by the Board as an expert in the field of architecture. Mr. Appel introduced the following exhibits into evidence:

- **Exhibit A-3** (previously marked): Architectural grading plans of the proposed clubhouse;
- **Exhibit A-5**: Perspective architectural renderings of the two (2) story townhouses; and
- **Exhibit A-6**: Perspective architectural renderings of the proposed apartment building, Type A (without elevators/walk-ups).

48. Referencing Exhibit A-3, Mr. Appel described the grading around the proposed clubhouse and how it was designed specifically for this proposal in the AH-4 Zone. Mr. Appel further stated that the clubhouse will meet all of the provisions of the Ordinance. While the proposed first (1st) floor of the proposed clubhouse will contain storage, it will also contain a model apartment as part of the leasing office.

49. Referring to Exhibit A-6, Mr. Appel described the proposed Apartment buildings, both with elevators and those that are “walk-up” apartments. He stated that all of the apartment buildings will have pitched roofs with gables and dormers, individual air-conditioning units, and some with lofts and open space.

50. Mr. Appel and the Board discussed the brick siding as shown on Exhibit A-6, and how high the brick is proposed to be on the exterior walls. Mr. Appel agreed with the Board and his desire to keep the brick as proposed on Exhibit A-6. Mr. Appel testified that the current design is consistent with the Township’s compliance plan for the proposed inclusionary development. With regard to Ms. Lelie’s Review Memorandum, Mr. Appel stated that the Applicant stipulates to paragraph (G)(a) on page 9, to include the additional areas of brick on said buildings.

51. With regard to the refuse disposal within the proposed apartment buildings, Mr. Appel testified that those buildings include proposed apartment buildings #1, #2, #3, and #4.

52. Mr. Appel testified that the affordable housing units would be integrated throughout the apartment buildings, with all first (1st) floor units being ADA accessible. With regard to the special needs units, Mr. Appel testified that those units would all have private entrances.

53. Referencing Exhibit A-5, Mr. Appel testified as to the proposed architecture of the townhouse units. Mr. Appel explained that the townhouse buildings were designed to utilize the existing grading and reduce disturbance of the Site. Mr. Appel testified that the Applicant had modified the plans from what had originally been submitted to reduce the amount of brick proposed and confirmed that the architectural style, materials, and colors would be consistent as to all sides of all of the buildings. Mr. Appel described the proposed siding, roof, window, and brick colors.

54. In response to questions from the Board's Professionals, Mr. Appel responded as follows:

- a. The Applicant stipulates to Item G(b) of Ms. Lelie's Review Memorandum, and will correct the floor elevations to eighteen (18) inches and the sidewalks to sixteen (16) inches;
- b. On page 9, item G(c), of Ms. Lelie's Review Memorandum, the Applicant stipulated that its revised plans will differentiate between public and private space in and around the townhouse units, as set forth in the Ordinance;
- c. With regard to directional signs, the Applicant stipulated that a complete sign package will be submitted, and same will be completely compliant with the Ordinance;
- d. The apartment buildings with elevators will have "trash rooms" where the residents will place refuse in a shoot to drop to a compactor at ground level. Those buildings will have containers for recycling, which will be picked up by building maintenance. The residents of the other apartment buildings will need to

bring their garbage and recycling to outdoor disposal facilities, which will be located throughout the proposed development;

- e. With regard to certain utilities, Mr. Appel reiterated that some apartments will have internal H.V.A.C. units, while the townhouses will have outdoor condensers. Nevertheless, the Applicant stipulate that all electrical boxes, condensers, generators, etc., will be contained on the final site plans; and
- f. All of the affordable housing and special needs standards and design elements/requirements will be set forth on the final floor plans, as well as showing the income distribution throughout.

55. On questioning as to whether there would be an observable difference between the market rate units and the affordable units, Mr. Appel testified that the affordable units are slightly smaller, but that the size difference would not be noticeable from the exterior of the units. He further testified that one (1), two (2), and three (3) bedroom market rate units are proposed, whereas the affordable units include one (1), two (2), and three (3) bedroom units, in accordance with the Uniform Housing Affordability Controls ("UHAC Regulations") on bedroom distribution. Mr. Appel explained that the ground floor apartment units are adaptable and can be converted into ADA/FHA compliant units, as necessary.

56. Mr. Appel stated that the architecture of the apartment units would be similar in style to the townhouse units and would utilize the same trims, dormers, accent gables and roofing, and that the materials would be consistent across all of the proposed structures.

57. Mr. Appel testified that the clubhouse is located along the main entrance to the development and within a courtyard surrounded by the proposed apartment buildings. He explained that the clubhouse has a walk-out basement and consists of approximately five thousand (5,000) square feet, exclusive of a model apartment that is approximately two thousand six hundred fifty (2,650) square feet. Mr. Appel testified that the clubhouse includes a leasing office, and that the proposed tenant amenities include a library, multipurpose room, fitness room,

and access to the pool and tot lot. He further testified that the clubhouse would be fully accessible.

58. Mr. Appel testified that the proposal also includes a small maintenance building that the landlord can use to service apartments and store materials and appliances. Mr. Appel confirmed that the exterior façades of the clubhouse and maintenance building all would be consistent as to architectural style, colors, and materials.

59. Mr. Bernard, the Applicant's professional planner, having been previously sworn, provided an overview of the planning justifications and the requested variance relief for same.

60. Mr. Bernard explained that the need for most of the variances was created by the proposed subdivision lot lines, said subdivision being necessary for financing purposes only. Mr. Bernard opined that all of the requested variance relief could be granted pursuant to N.J.S.A. 40:55D-70(c)(2). In this regard, he opined that the proposal advances the purposes set forth in subsections (a), (c), and (g) of Section 2 of the Municipal Land Use Law (the "MLUL"), in that it promotes the general welfare, promotes a desirable visual environment, and provides sufficient space in appropriate locations. He further opined that the proposal provides a significant number of affordable units and that same helps the Township meet its affordable housing obligations.

61. Mr. Bernard opined that the Applicant had also demonstrated an entitlement to most of the requested variance relief pursuant to N.J.S.A. 40:55D-70(c)(1), given the environmental constraints on the Property, including wooded areas, wetlands, slopes, and buffer areas.

62. Mr. Bernard further testified to the following:

- a. With regard to proposed Townhouse Buildings #13 and #14, both have been proposed with a front façade setback less than fourteen (14) feet to the front sidewalk. Mr. Bernard stated that compliance would be impossible due to the riparian buffer located on the Property;

- b. With regard to Townhouse Building #10, the minimum distance between the building and the private street or ally Road N, which requires a fifteen (15) foot minimum setback, is a result of a discussion between the Applicant and the Township Planner and the curve proposed curve (speed control) on Road G, which moved everything east;
- c. With regard to the Apartment buildings #1, #2, #3 and #4, the Applicant requires a variance for the building mounted lighting, which Mr. Bernard testified is the best alternative as pole lighting would not be possible in the parking area;
- d. With regard to the proposed retaining wall on Road D, which is not to exceed ten (10) feet, there is a three hundred (300) foot section where the retaining wall reaches up to thirteen (13) feet seven (7) inches. Mr. Bernard testified that this is necessary due to the slope on the Property;
- e. With regard to the indoor refuse collection in apartment buildings #1, #1, #3 and #4, Mr. Bernard testified that refuse disposal is not allowed within twenty (20) feet of a residence. Mr. Bernard testified that internal refuse disposal is a nice convenience for residence, provides a nice aesthetic, and is an advantage for maintenance;
- f. With regard to the proposed retaining wall along Road A (two (2) areas), Mr. Bernard testified that this is required so that the neighboring properties in both areas do not need to be regraded due to the slope, especially in the northern area due to the neighbors' pool being so close to the property line;
- g. With regard to the variance for a conservation/maintenance easement in the vicinity of the proposed retaining wall, Mr. Bernard testified that due to the retaining walls proximity to the neighboring property line, an easement for the same would not be advantageous; and
- h. With regard to the six (6) foot solid fence along proposed Road A, where a four (4) foot tall fence, fifty (50) percent open, is permitted within a front yard, Mr. Bernard again testified as to the neighbor's pool and the Applicant's desire to provide said neighbor with additional privacy.

63. As to the negative criteria, Mr. Bernard testified that the proposal will not result in substantial detriment to the public good. He reiterated that the proposed subdivision line creates many of the nonconforming conditions and he noted that the proposed line is strictly for finance purposes and does not impact the overall layout of the development. He further opined that the

proposal would not result in substantial impairment of the Master Plan or Zoning Ordinances, particularly since the proposed uses are permitted, the density is reasonable, and the deviations from the zone plan are de minimis and do not represent a substantial break from the overall goals of the plan.

64. No additional member of the public objected to, or commented on, the Applicant's proposal.

DECISION

65. After reviewing the evidence submitted, the Board, by a vote of eight (8) to zero (0), finds that the Applicant has demonstrated an entitlement to the requested preliminary and final major site plan approval, preliminary major subdivision approval, and bulk variance and site plan exception relief.

The "c(1)" Positive Criteria:

66. As to the positive criteria for relief under subsection "(c)(1)" of Section 70 of the MLUL (i.e., "undue hardship" variance relief), for all of the requested variance relief, the Board finds that the Applicant has demonstrated that strict application of the zoning regulations will result in peculiar and exceptional difficulties to, or exceptional and undue hardship upon, it as the owner of the Property, as a result of unique conditions of the Property, specifically the environmental and other constraints on the Property, which include wetlands, wetland buffer areas, steep slopes, wooded areas, and utility easements. The Board recognizes that the requested relief as to deficient setbacks is a function of the location of the proposed lot lines, road configurations and environmental restrictions, and further recognizes that the proposed lot lines are necessary solely for financing purposes and will not impact the project visually or how the lots function as a whole.

67. As to the requested variance relief for the height of the proposed retaining walls, the Board finds that the Applicant has demonstrated that the excessive height is necessary given the existing topography of the Site. The Board recognizes that, while the height of the walls could be reduced if they were “stepped up”, however stepping the walls is not possible in certain locations given the location of the environmental constraints and the proposed stormwater management systems.

68. As to the proposed site lighting, the Board recognizes that, for the lighting to be sufficient for the parking area near the northwest apartment buildings, some of the fixtures must be mounted to the façade of the apartments in that location. Moreover, the Board finds that the Applicant has demonstrated that the undue hardship that would be incurred by the Applicant if the zoning regulations were to be strictly enforced, would not be self-created by the Applicant or any predecessor-in-title. As such, the Board finds that the Applicant has demonstrated an entitlement to all of the requested variance relief pursuant to subsection “(c)(1)” of Section 70 of the MLUL.

The “c(2)” Positive Criteria:

69. As to the positive criteria for relief under subsection “(c)(2)” of Section 70 of the MLUL, or “flexible c” variance relief, the Board finds that the Applicant has demonstrated that the purposes of the MLUL will be advanced by the requested deviations from the zoning requirements and that the benefits to be derived therefrom will substantially outweigh any detriments associated therewith. Here, given the inherently beneficial nature of providing affordable housing, the Board finds that the Applicant has demonstrated that the proposal will

advance the goals of the MLUL, as set forth in N.J.S.A. 40:55D-2, including the purposes set forth in subsections (a), (c), (e), (i) and (m), in that the proposal promotes the general welfare; provides adequate light, air and open space; promotes the establishment of appropriate population densities and preservation of the environment; promotes a desirable visual environment, and encourages the efficient use of land.

70. As to the requested variance relief, the Board recognizes that the proposed development will provide substantial benefits, including the provision of a greater than presumptive set aside of affordable housing in an aesthetically pleasing environment, with relatively modest impact on the existing traffic conditions on Route 22 and Meister Avenue. In this regard, the Board recognizes that the Applicant intends to connect Meister Avenue to Route 22, which will achieve a goal of the Master Plan, as well as improve on- and off-site circulation. By contrast, the Board finds the detriments associated with the proposal are relatively modest and, taken together with the conditions stipulated to by the Applicant and set forth below, the benefits of the proposal substantially outweigh the relatively modest detriments associated therewith.

The “c(1)” and “c(2)” Negative Criteria:

71. As to the negative criteria under both the subsection 70(c)(1) and subsection 70(c)(2), alternative bases for the requisite bulk variance relief, the Board finds that the Applicant has satisfied same by demonstrating that the requested relief can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinance.

72. The Board considers, with regard to the “no substantial detriment” prong of the negative criteria, that the relatively modest detriment associated with the Applicant’s proposal would be mitigated by the conditions stipulated to by the Applicant, as set forth below. Moreover, the Board finds that the proposal will not have a significant detrimental impact on the existing traffic conditions or any of the adjacent properties, particularly given the proposed landscaping and stormwater management improvements. Finally, in this regard, the Board notes that, while there were questions and concerns, there was no public opposition to the development application.

73. With regard to the intent and purpose of the zone plan and zoning ordinance, the Board recognizes that the purpose of the AH-4 Zone is to “provide for the development of multifamily housing of which 25% is restricted to occupancy by households of very low, low and moderate income. Affordable dwellings shall be integrated with and indistinguishable in outward appearance from the market rate housing.” The Board finds that the Applicant’s proposal is entirely consistent with the stated purpose of the AH-4 Zone. Additionally, the Applicant’s proposal is not inconsistent with the Master Plan, and, in fact, it is consistent with Goal 4 as set forth in the 2011 Land Use Plan Element, “[t]o address Branchburg’s affordable housing obligation” and “to provide for a variety of housing types compatible with the size and scale of the surrounding area serving a broad range of needs of Branchburg residents of all ages and income levels.” The Applicant’s proposal also advances the goal of connecting Meister Avenue and Route 22. As such, the Board finds that the proposal certainly does not amount to “spot zoning”, and it does not substantially impair the intent and purpose of the zone plan and zoning ordinance.

Site Plan Exceptions:

74. As to the requested site plan exceptions, the Board finds that the Applicant has demonstrated, pursuant to N.J.S.A. 40:55D-51 and Section 6-2.4 of the Ordinance, that the literal enforcement of the site plan provisions of the Ordinance will exact undue hardship upon the Applicant because of peculiar conditions pertaining to the Property. As to the exceptions for the height and opacity of the proposed fence and failure to provide a conservation/maintenance agreement around the retaining walls, the Board finds that the proposal provides sufficient screening and that requiring the Applicant to remove the fence or to plant additional plantings would result in undue hardship upon the Applicant. Indeed, the Applicant is installing a six (6) foot tall solid fence on Lot 7, at the request of the neighboring property owner, Ms. Stoekel, to mitigate her privacy and noise concerns. Moreover, the Board recognizes that the development includes a network of internal roads and that sight distances at the intersections and driveways must not be obscured. As such, the Board concurs with the expert testimony of the Applicant's engineer and professional planner, and grants the requested site plan exception relief.

Preliminary and Final Major Site Plan and Preliminary Subdivision Approval:

75. Finally, the Board finds that the Applicant has demonstrated compliance with the Site Plan and Subdivision requirements set forth in Article 5 of the Ordinance and, therefore, has demonstrated entitlement to preliminary and final major site plan approval, as well as preliminary major subdivision approval, subject to the conditions stipulated to below.

WHEREAS, the Board took action on this application at its meeting on May 11, 2021, and this Resolution constitutes a Resolution of Memorialization of the action taken in accordance with N.J.S.A. 40:55D-10(g).

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Branchburg on the ____ day of _____ 2021, that the application of **SUMMIT**

DEVELOPERS, LLC, for preliminary and final major site plan approval, minor subdivision approval, and bulk variance and design waiver relief, as aforesaid, be granted, subject to the following conditions:

1. Any and all outstanding escrow fees shall be paid in full and the escrow account shall be replenished to the level required by Ordinance within thirty (30) days of the adoption of a Resolution, within thirty (30) days of written notice that a deficiency exists in the escrow account, prior to signing the site plan and/or subdivision plat, prior to the issuance of a zoning permit, prior to the issuance of construction permits, and prior to the issuance of a temporary and/or permanent certificate of occupancy, completion or compliance (whichever is applicable);
2. The Applicant and all future owners shall maintain proposed lots 8.02, 8.03, and 8.04 as a single development and all three (3) lots shall remain under single ownership and managed by one (1) entity, except that separate ownership (but not management) will be permitted on a temporary basis, only to the extent and only for the duration absolutely required to comply with bank financing requirements or, in the event of foreclosure, and such separate ownership shall still constitute common ownership such that all separate ownership entities shall have common and overlapping members, unless in the event of foreclosure, and the Applicant shall prepare a deed restriction stating same, which shall be subject to the review and approval of the Township Engineer and Township Attorney and, upon their approval, same shall be recorded with the Somerset County Clerk's Office;
3. The Applicant shall revise the plans to confirm that, pursuant to the AH-4 Ordinance, major circulation in the AH-4 Zone shall be generally in accordance with the exhibit entitled "Conceptual Vehicular Circulation Plan for Block 9", dated May 24, 2019, revised August 6, 2019, prepared by Douglas A. Ball, P.E., Township Engineer (hereinafter referred to as the "Circulation Plan");
4. The plans shall be revised to include, but not limited to, pedestrian walkways connecting streets and the dwellings, pursuant to section 3-33.5 B.3 of the Ordinance. Said sidewalks and trails shall be provided substantially in accordance with the exhibit entitled "Pedestrian Connectivity Exhibit", prepared by The Reynolds Group, Inc., dated May 7, 2019;
5. The plans shall be revised to show the sidewalk leading to the recreation trail, with said trail path being at least six (6) feet wide;
6. The Applicant shall revise the parking summary plans and/or the traffic impact assessment to indicate the accurate number of parking spaces required (1088 parking spaces) as per RSIS standards versus the Applicant's proposal (1,240 parking spaces);

7. The Applicant shall submit a tree replacement calculation pursuant to Section 5-11.3 of the Ordinance, if applicable, and same shall be subject to the review and approval of the Township Planner;
8. The Applicant shall install street trees at each corner of intersecting roads and alleys to the extent possible given the required sight triangles, subject to the review and approval of the Township Planner;
9. The Applicant shall revise the plans to indicate the location of any ground level mechanical equipment and shall screen same in accordance with the Ordinance requirements, subject to the review and approval of the Township Engineer;
10. The Applicant shall include the street address on the entrance drive monument signs as required by Section 4-8.4.G of the Ordinance;
11. The Applicant shall revise the plans to confirm that, pursuant to section 3-33.5 E.1 of the Ordinance, retaining walls between the proposed development in the AH-4 Zone and the RS-3 Zone, shall be constructed substantially in accordance with the exhibit entitled "Wall Exhibit at Property Line Between AH-4 Zone and RS-3 Zone", dated July 8, 2019, last revised July 10, 2019 (the "Wall Exhibit");
12. The Applicant shall provide the requested six (6) foot solid wood or vinyl fence to be installed along the eastern property line of Block 9, Lot 7, adjacent to the new roadway (Road A) that will connect Meister Avenue to Route 22;
13. Pursuant to Section 5-7.2 of the Ordinance, a revised, updated, more sufficient, detailed landscape plan shall be provided to and approved by the Township Planner, with all required buffer plantings, foundation plantings and parking lot plantings, in order to provide a comprehensive review of the same;
14. Pursuant to Section 3-33.5 B.4 of the Ordinance, street trees shall be planted at an average of forty (40) feet on center along the entirety of the public and private frontages, except for frontages on lanes or alleys, and except in front of front-loaded townhouses. The plans shall be revised to reflect the same;
15. The plans shall be revised to show street trees being planted on both sides of all roads, including, but not limited to, Road A. An updated street tree plan shall be provided to and approved by the Township Engineer's Office addressing the same;
16. The plans shall be revised to include a detailed streetscape plan, including all streetscape elements, such as benches, trash receptacles and decorative lighting in the recreational areas, club house area and common open spaces;
17. The lighting plan shall be divided into sections, similar to the other plan sheets, to allow a comprehensive review of the information;

18. Tree removal and tree replacement calculations shall be provided;
19. A buffer averaging plan shall be provided showing the intermediate resource value, wetland transition areas and state open waters as set forth in the DEP LOI dated December 2019, which the Applicant proposes to modify;
20. The existing undisturbed wooded area, and environmentally sensitive areas, shall be placed in a conservation easement as shown on the Preliminary plan, with the appropriate onsite signage and markers indicating the location of the easement, all subject to the review and approval of the Township Attorney and the Township Engineer;
21. The plans shall be revised to provide details of the open space areas, specifically to show amenities within the BBQ area and kids splash area along Road M;
22. Pursuant to section 3-33.5 C.2 of the Ordinance, open spaces shall be planted with double rows of street trees along thoroughfare frontages, with the exception of undisturbed or farmed areas abutting thoroughfare frontages, which shall not require the planting of street trees;
23. The Applicant shall revise the plans to confirm conformance with Township Ordinance Section 3-33.S-F.1(5) (AH-4), for alley-loaded townhouses, where the finished first (1st) floor shall be a minimum of eighteen (18) inches above the front sidewalk elevation, and the front sidewalk shall rise no more than sixteen (16) inches at the sidewalk and sixty (60) inches at the stoop, subject to engineering constraints;
24. The Applicant shall revise the plans to confirm conformance with Township Ordinance Section 3-33.5-F.1(7) (AH-4), where a fence, wall, plantings, or some other element shall be provided to delineate the sidewalk from the front yards of every townhouse;
25. All signs shall comply with the requirements of the Township Ordinance;
26. The Applicant shall revise its plans to show that all street design comply with the requirements listed in Section 5-3.6 of the Ordinance;
27. The plans shall be revised to provide for the locations of all utilities, HVAC, and generator.
28. As to the affordable housing units, the Applicant shall comply with the following:
 - a. Affordable Housing Set-Aside: Pursuant to section 3-33.5 G.1, and the AH-4 Zone requirements, the Applicant shall provide one hundred thirty-one (131)

affordable housing credits, exclusive of rental bonus credits, of which ninety-two (92) shall be affordable apartments and thirty-nine (39) shall be special needs bedrooms in thirteen (13) apartments;

- b. Bedroom Distribution for Affordable Units: The Applicant shall conform with the required bedroom distribution for the affordable units per the Township's affordable housing ordinance. Specifically, UHAC requires at least thirty (30) percent of all affordable units to be two (2) bedroom units and at least twenty (20) percent of all affordable units to be three (3) bedroom units. No more than twenty (20) percent of all affordable units may be one (1) bedroom units. The remaining thirty (30) percent of affordable units may be allocated according to the Applicant's discretion;
 - c. Income Split for Affordable Units: The Applicant shall demonstrate conformance with the required income distribution for all affordable units pursuant to UHAC. At least thirteen (13) percent of the affordable units shall be reserved for very low-income households. The applicant shall demonstrate that thirteen (13) percent of each bedroom type will be allocated to very-low income households;
 - d. Affirmative Marketing of Affordable Units: All affordable housing units must be affirmatively marketed to the housing region in accordance with the Township's adopted Affirmative Marketing Plan;
 - e. Affordability Controls: Affordability controls on affordable housing units must be maintained for a minimum of thirty (30) years. The Applicant must provide testimony confirming conformance with this requirement; and
 - f. Affordable Housing Distribution: According the AH-4 ordinance section 3-33.5-G.2, Affordable housing units shall be dispersed throughout a minimum of seventy (70) percent of the apartment buildings in the zone.
29. The Applicant must identify an administrative agent, in accordance with the UHAC requirements, to handle affirmative marketing, establishing pricing, reviewing the deed restriction and long-term administration of the affordable units including monitoring, same to be subject to the review and approval of the Township Planner. The Applicant shall be responsible for all administrative agent fees and costs incurred by the Township pertaining to the administration of the affordable housing units at the Property;
30. The Applicant shall indicate what percent, if any, of the affordable units will have a preference for veterans;
31. The Applicant shall enter into a Development and Affordable Housing Agreement with the Township subject to the review and approval of the Township Attorney and Township Planner;

32. The Applicant shall comply with all of the sanitary sewer, grading, and stormwater management comments contained in the Board Engineer's Review Letter;
33. The Applicant shall prepare a preliminary major subdivision plat conforming to the checklist requirements listed in the Township Ordinance, subject to the review and approval of the Township Attorney and the Township Engineer;
34. Pursuant to Section 5-1.5.B of the Ordinance, the Applicant shall revise the plans so that "all easements shall be shown on the plat and described in the deed and shall be clearly labeled and dimensioned to permit accurate location of easement limits;"
35. The plans shall provide a twenty (20) foot wide easement for the storm sewer from inlet #136 to the commercial detention basin. The Applicant shall provide an easement for the detention basin as well as the required access drive to service the basin. This easement shall also provide access for the Township to inspect same, and shall be subject to the review and approval of the Township Attorney and Township Engineer;
36. The applicant shall provide a twenty (20) foot wide easement for all sanitary sewers within this subdivision;
37. The plans shall show all conservation easements required by the DEP;
38. The plans shall provide all grading easements, if any, that extend on any adjacent lots;
39. The Applicant shall revise the plans to provide a cross-access easement on Lot 8, for properties east of Lot 8, as depicted on an exhibit in the AH-4 ordinance entitled "Conceptual Vehicular Circulation Plan for Block 9";
40. All fire hydrants shall be privately maintained;
41. Applicant shall provide the bus stop locations subject to the Board of Education Approval;
42. The applicant shall comply with the requirements of State, Soil Conservation District, or any other agency having jurisdiction over this application.
43. The Applicant shall show the location of mailboxes on all resubmitted plans. (It is recommended that the Applicant contact the Post-Master to coordinate location);
44. The Applicant shall provide a bicycle rack for each cluster of apartments;

45. The Applicant shall provide a Developers Agreement, Stormwater Facility Agreement, O&M Manual, and a Stormwater Facility Map, subject to the review and approval of the Township Attorney and Township Engineer;
46. All conveyances and deed restrictions in favor of the Township shall be subject to the review and approval of the Township Attorney and Township Engineer;
47. The Applicant shall provide an engineer's cost estimate of the improvements for the review by the Township Engineer's office for the purpose of the associated fees and guarantees;
48. The Applicant shall provide a "traffic marking" and "signage plan" to show various regulations including, but not limited to, stop controls, fire lanes and no parking signs, same to be subject to the review and approval of the Township Engineer;
49. The Applicant shall submit open space calculations for each of the proposed lots on its Preliminary Subdivision Plan, subject to any future Final Major Subdivision application, same to be subject to the review and approval of the Township Engineer;
50. The Applicant shall revise the drawings to show the DEP approved wetland buffers and riparian zones, subject to the review and approval of the Township Engineer;
51. The Applicant shall locate any above grade transformers, "hot boxes" or cabinets on the Site outside of the frontage buffer and same shall be shown on the drawings. The Applicant shall add a note on the drawings providing that all above grade utility boxes shall be painted and/or landscaped to the satisfaction of the Township Planner;
52. All improvements shall be constructed in accordance with the Township's Engineering Department Standard Construction Detail;
53. The Applicant shall revise the plans to relocate any plantings or structures that are within the sight triangles, in accordance with the RSIS. Sight triangles shall be provided throughout the private and public intersections, same to be subject to the review and approval of the Township Engineer;
54. The Applicant shall coordinate with the Township Engineer as to Traffic Signing and Pavement Markings, including signage, fire lanes, and markings. The plan shall include "no parking" signs as it relates to all Title 39 parking prohibitions for intersections, hydrants and truck turning templates, same to be subject to the review and approval of the Township Engineer;

55. The Applicant shall comply with the Township Soil Removal Policy and a note shall be provided on the drawings;
56. The Applicant shall obtain a treatment works approval from the DEP;
57. The Applicant shall obtain a Township wastewater discharge application and pay all connection fees;
58. The Applicant shall pay all Somerset Raritan Valley Sewerage Authority connection fees;
59. The Applicant shall provide an easement(s) dedicated to the Township for all of the proposed stormwater facilities;
60. The Applicant shall revise the plans to provide the as-built information of the existing sanitary sewer located in Meister Avenue in order to confirm proposed elevations of the proposed connections;
61. All cleanouts, utilities and valve boxes shall not be located within the driveway and the plans shall provide a typical detail of all scenarios;
62. The Applicant shall comply with the ADA standards for accessible design, including the following, and same shall be subject to the review and approval of the Township Engineer:
 - a. Pursuant to ADA Standards, an accessible route with a clear width less than five (5) feet shall provide a minimum five (5) foot by five (5) foot clear turning space at a maximum interval of two hundred (200) feet;
 - b. The playground shall be ADA accessible;
 - c. ADA Detectable Warning Surface on Township roadways shall be "Brick Red";
 - d. ADA parking spaces shall be located closest to a building's entrance on an accessible route. The Applicant shall revise ADA parking locations as necessary;
 - e. Garbage dumpsters are considered public and common use spaces and shall be located on an ADA accessible route; and
 - f. Pavers for pool area shall be noted to meet ADA requirements;
63. Sheets 4A, 4B, 4C and 4D of the Applicant's plans, which include the proposed traffic signage and striping, shall be revised to include proposed signing and striping for Road A and at the Road A intersections with Route 22 eastbound and Meister Avenue;

64. The Applicant's plans shall be revised to show no parking signs installed along Road A, whereas pursuant to Section 3-33.5.2(b) of the Ordinance, "No parking shall be permitted on the Road Extension";
65. The following minor revisions are shall be made to Sheets 4A and 4B:
- a. Sheet 4A:
 - i. Label proposed stop sign and stop bar exiting the clubhouse parking lot;
 - ii. Add R4-7 signs to both ends of the mountable curb island near Road A and to the west end of the guard house island;
 - iii. Add R8-3a (no parking) signs along both sides of Road C between buildings 1 & 2 and 3 & 4 (4 signs total);
 - iv. Label proposed stop sign and stop bar exiting the west side of Aisle E at Road C; and
 - v. Label proposed stop bar on Road C at Aisle D.
 - b. Sheet 4B:
 - i. Add a complimentary W11-2/W16-7P sign pair facing west at Alley L crosswalk;
 - ii. Add a R8-3a (no parking) sign to the west side of Road D between Road K and Alley L;
 - iii. Label proposed stop sign and stop bar exiting Alley J at Road K; and
 - iv. Label proposed stop bar on Road C at Aisle D;
66. A plan design and permit application for the proposed pool must be submitted and approved by the Health Department prior to opening;
67. The Applicant shall comply with all requirements of the State, County, Soil Conservation District, DEP, DEP Treatment Works Approval, DOT, Somerset Raritan Valley Sewerage Authority, Somerset-Union Soil Conservation District, New Jersey American Water, Branchburg Board of Education Bus Transportation, the Post-Master, and Somerset Planning Board;
68. The Applicant shall to not engage the DOT with any highway access permits or concept review plans without prior review and approval of the proposals by the Township Engineer for the highway access permits. The Applicant shall coordinate the access to Route 22 and Meister Avenue such that the traffic is directed to Route 22 and not Meister Avenue for the duration of the project, except when the entrance on Route 22 is improved, at which time the Applicant will use Meister Avenue for ingress/egress;
69. The Applicant or its successor shall not be entitled to receive, and the Township shall not be required to provide, any further certificates of occupancy once the Project reaches 80% occupancy (calculated as 80% of the total number of apartment and townhouse dwelling units, which amounts to 80% of 523 dwelling units, or 418 dwelling units),

unless, and until, the Applicant demonstrates, to the satisfaction of the Board Professionals, that it is providing safe and adequate ingress and egress to the Site from Route 22 West, by obtaining DOT approval implementing one of the following three scenarios:

- a. Scenario #1 (the "Alan Frank" Scenario): a traffic signal at the intersection directly to the east of the Site on Route 22; or
- b. Scenario #2: a dedicated left turn lane at the existing median "cut through," slightly west of the Property on Route 22; or
- c. Scenario #3: closing the median cut through referenced above, directing traffic further to the west on Route 22, to make a U-Turn at the traffic signal at County Line Road.

In the event that the Applicant or its successor shall fail to demonstrate such safe and adequate access through the implementation of one of the three aforementioned scenarios, then the Applicant or its successor shall be required to seek further approval from the Planning Board for an alternative safe and adequate means of ingress and egress to the Site, and the Planning Board specifically retains jurisdiction therefor. The Planning Board will recommend and request that the Township join the Applicant or its successor as a "co-applicant" on the application to the DOT for any one of the three aforementioned scenarios;

70. The Applicant shall be prohibited for obtaining a Certificate of Occupancy, a Temporary Certificate of Occupancy or a Certificate of Use until the DOT has accepted the Applicant's proposed improvements made under a proposed highway access permit and the until the Applicant perfects Major Final Subdivision Approval;
71. The Applicant shall comply with, and be responsible for, any costs associated with any and all Federal, State, County and local ordinances, codes, rules and regulations, with regard to all aspects of the Property, including stormwater management, Affordable Housing compliance and such applicable laws and codes;
72. The Applicant shall provide and install a Knox Box on each building with interior exit ways, and the location of the Knox Box shall be approved by the Fire Official;
73. The Applicant shall submit documentation that the Township's largest piece of firefighting apparatus is able to maneuver the entire development;
74. Prior to the Applicant bringing any combustible building material on Site, a stable roadway with a reliable water source shall be established. The roadway and water source shall be approved by the Fire Marshal;

75. Each apartment entrance shall have a sign with a list of apartments accessible from that entrance and the sign shall be subject to the review and approval of the Fire Official;
76. As the proposed development is a gated community, the Applicant shall install and maintain a device that will automatically open the gate when an emergency responder initiates his or her siren on the responding vehicle;
77. The apartment buildings and clubhouse, and any other building that the applicable building code requires, shall be equipped with a sprinkler system and shall have a fire department connection (the "FDC"). The FDC shall be within one hundred (100) feet of a fire hydrant. The Applicant shall relocate or add hydrant plans along with building and apartment numbers to the FDC signs to meet this requirement;
78. The Applicant shall relocate the fire hydrant to the clubhouse side of the roadway prior to the clubhouse FDC. The locations of all fire hydrants and FDC shall be signed off by the Fire Marshal prior to installation;
79. Ground coverings within three (3) feet of each structure shall be of a noncombustible material approved by the Fire Marshal;
80. All buildings must demonstrate the ability to sustain internal and external radio transmissions. The Applicant will hire an FCC GROL Certified Technician to conduct a Radio Signal Survey of the site to ensure Branchburg Emergency Services, Police, Fire, and EMS can operate in all areas of the building;
81. Each residence shall display a house number that is mounted in a secure fashion to the front wall or porch of the building or other fixed appurtenance such as a post, rod or mailbox, which shall be placed between the front of the building and the street so as to be clearly visible from the street. All numbers posted shall directly face the street and shall be of reflective material or of sufficient visual contrast to the background material to be easily discernible from the street with the aid of an emergency vehicle spotlight. All numbers shall be a minimum height of four (4) inches and those numbers shall be placed at least thirty (30) inches above ground level and so placed that trees, shrubs, screen doors and other obstructions do not block the line of sight of the numbers from the street. The signage or markings shall be subject to the review and approval of the Fire Official;
82. Each building shall have a building number that is mounted in a secure fashion to each side of the structure. All numbers posted shall directly face the street and shall be of reflective material or of sufficient visual contrast to the background material to be easily discernible from the street with the aid of an emergency vehicle spotlight. The signage or markings shall be subject to the review and approval of the Fire Official;
83. The Applicant shall work with the Township Engineer and the Township Fire Marshal to develop an on-street parking plan that helps create a free flow throughout the entire

development with proper "No Parking Fire Lane" signage, consistent with the Township AH-4 Zone Ordinance;

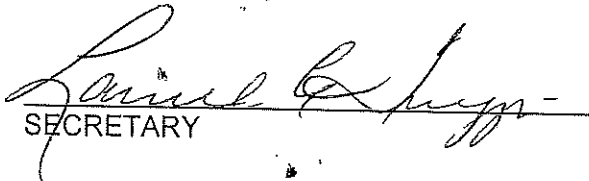
84. The Applicant shall revise Drawing "FT-1" using the Readington Volunteer Fire Company's Ladder Truck specifications;
85. The Applicant shall revise the Landscaping plans to the satisfaction of the Township Engineer and Fire Official as certain street trees overhang into the roadway causing a hazard to turning Fire Trucks;
86. The Applicant shall coordinate with the Township Engineer as to Traffic Signage and Pavement Markings, including signage, fire lanes, and markings. The plan shall include "no parking" signs as it relates to all Title 39 parking prohibitions for intersections, hydrants and truck turning templates, same to be subject to the review and approval of the Township Engineer;
87. The aforementioned approval shall be subject to all requirements, conditions, restrictions and limitations set forth in N.J.S.A. 39:1-1 et seq., which shall be made applicable to all roads, streets, driveways, parking areas, etc., within the Property;
88. The Applicant shall file six (6) copies of the preliminary and final major site plans with the Township Engineer for his signature and transmittal to the Board Administrative Officer for Board signatures;
89. The protections afforded herein shall expire unless such construction or alteration permitted by the Board's grant of final site plan approval has actually commenced within three (3) years of the date of this Resolution. Provided that construction or alteration has actually commenced within such three (3) year period, the Board then may extend the protections afforded herein for one (1) year periods, not to exceed three (3) extensions;
90. All representations, commitments, and agreements made by the Applicant or its representatives at the hearing in this matter or contained in any document, sketch, plat or submission delivered to the Board at any time prior to this approval, including notes contained in original or revised submissions, will be considered as conditions of approval of this application for development and are hereby incorporated into this Resolution by reference;
91. The aforementioned approval shall be subject to all requirements, conditions, restrictions and limitations set forth in all prior governmental approvals, to the extent same are not inconsistent with the terms and conditions set forth herein; and
92. The aforementioned approval shall be subject to all State, County and Township statutes, ordinances, rules and regulation affecting development in the Township, County, and State.

ROLL CALL VOTE:

Those in Favor:

Those Opposed:

The foregoing is a true copy of a Resolution adopted by the Planning Board of the Township of Branchburg at its meeting on 22 of June, 2021.

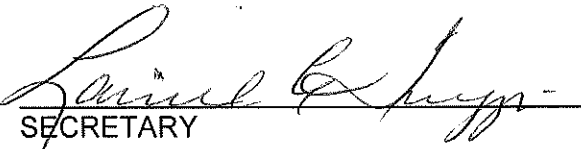

SECRETARY

Dated: June 22, 2021

On motion by Ms Donegan, seconded by Mr. Devlin, the Planning Board voted to adopt the Resolution.

<p>Case Number 2020-003P PFSP/PSUB Summit Developers, LLC Block 9, Lots 8; 15; 9; 10; 11; 12; 13 Lots along Route 22 East and Meister Ave. Represented by: Michael O'Grodnick Approved: 5/11/21</p>											
MEMBER	Y	N	NE	NV	ABS	MEMBER	Y	N	NE	NV	ABS
BOUWMAN	X					OWENS					X
DEVLIN	X					COLUMBUS					X
CHABRAK					X	ULEP			X		
COOK YOUNG					X	TRUPPI					X
DONEGAN	X										
<p>X – indicates vote NE – not eligible to vote NV – not voting (abstained) ABS – absent</p>											


CHAIRMAN


SECRETARY

TOWNSHIP OF BRANCHBURG
PUBLIC NOTICE

PLEASE TAKE NOTICE the Planning Board the Township of Branchburg took the following action at the virtual meeting held June 22, 2021:

RESOLUTION:
Case Number 2020-003P PFSP/PSUB Summit Developers, LLC Block 9, Lots 8; 15; 9; 10; 11; 12; 13 Lots along Route 22 East and Meister Ave. The amended Preliminary and Final Site Plan application was approved with design standard relief, variances and conditions.

The above determinations are on file in the office of the Engineering Department, and may be examined during regular business hours at the Municipal Building, 1077 U.S. Highway 202 North, Branchburg, New Jersey

Jo-Ann M. Ricks
Board Clerk/Deputy Zoning Officer

Posted: Monday June 28, 2021

(\$20.64) 0004795859-01

STATE OF NEW JERSEY

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ss:

COUNTY OF SOMERSET

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}

I, Jo-Ann Ricks, of full age, being duly sworn according to law, upon my oath depose and say that I am the Board Clerk/Deputy Zoning Officer of the TOWNSHIP OF BRANCHBURG, and that a notice, a copy of which is annexed hereto, is a true copy, and was published in the COURIER NEWS, the official newspaper of the Township of Branchburg, and a newspaper published daily in the Borough of Somerville, County of Somerset, State of New Jersey, with general circulation throughout Branchburg Township, on the following date:


June 28, 2021


Jo-Ann M. Ricks Board Clerk/Deputy Zoning Officer

SWORN and Subscribed to before me:

this 28^h day of

June, 2021


Notary Public

Linda A Giliberti
NJ Notary # 50043594
Commission Expires: 08/09/2021

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Jo-Ann M. Ricks
Board Clerk/Deputy Zoning Officer

Posted: Monday June 28, 2021

Courier News Central Jersey

A GANNETT COMPANY

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: BRANCHBURG TWP PLANNING BOARD
Address: 1077 US HIGHWAY 202 N
BRANCHBURG NJ 08876
USA

Ad No.: 0004795859
Pymt Method Invoice
Net Amt: \$20.64

Run Times: 1

No. of Affidavits: 0

Run Dates: 06/28/21

Text of Ad:

TOWNSHIP OF BRANCHBURG PUBLIC NOTICE

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The above determinations are on file in the office of the Engineer-
ing Department, and may be examined during regular business
hours at the Municipal Building, 1077 U.S. Highway 202 North,
Branchburg, New Jersey

Jo-Ann M. Ricks
Board Clerk/Deputy Zoning Officer

Posted: Monday June 28, 2021

(\$20.64)

0004795859-01

7.K. Judelson/Glen Willow Inclusionary Development

ORDINANCE NO. 2020-1375

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCES
OF THE TOWNSHIP OF BRANCHBURG BY ADDING A NEW
"AH-6 – ROUTE 202 SOUTH AFFORDABLE HOUSING 6" ZONE**

BE IT ORDAINED by the Township Committee of the Township of Branchburg in the County of Somerset that the Land Development Ordinance of the Township of Branchburg adopted May 8, 1996 and heretofore amended be further amended as follows:

SECTION ONE:

Subsection 3-3.1 entitled "Zones Established" is hereby replaced in its entirety with the following:

3-3.1 Zones Established

For the purpose of this Article, the Township of Branchburg is hereby divided into the following zones:

RRC - Raritan River Corridor
R3 - R-3 Rural Three Acre Residential
LD - Low Density/1 Acre Residential
LD/C - Low Density Cluster Option
LD/C2 - Low Density Cluster Option 2
VR - Village Residential (Neshanic Station)
NBH - North Branch Hamlet
MH - Mobile Home
MDR - Medium Density Residential
AH-1 - Affordable Housing 1
AH-2 - Affordable Housing 2
AH-3 - Route 22 Planned Residential/Affordable Housing
AH-4 - Route 22 Affordable Housing 4
AH-5 - Route 202 Affordable Housing 5
AH-6 - Route 202 South Affordable Housing 6
ALO - Assisted Living Overlay
CF - Community Facilities
U - Public Utility
VB - Village Business (Neshanic Station)

R/S-1 - Retail Service 1
R/S-2 - Retail Service 2
R/S-3 - Retail Service 3
R/S-4 – Retail Service 4
OL - Office/Laboratory
I-1 - Industrial (3 Acres)
I-2 - Industrial (5 Acres)
I-3 - Industrial (2 Acres)
O - Office
PO - Planned Overlay

SECTION TWO:

Paragraph A. of subsection 3-3.2, which subsection is entitled "Zone Map", is hereby replaced in its entirety with the following:

A. The Zoning Map dated April 3, 2000, Rev No. 14, dated January 2, 2020, delineating the zones set forth in Section 3-3, is hereby declared to be a part of this Article. A copy of said Zoning Map is filed in the office of the Township Clerk.

SECTION THREE:

Article 3 entitled "ZONING" is hereby amended by the addition of the following new section 3-35:

3-35 AH-6 – Route 202 South Affordable Housing 6 Zone

3-35.1 Purpose.

The AH-6 Zone is intended to provide for development of two-family and multifamily residential uses, including family and age-restricted (senior) dwellings, both for-sale and rental, with a portion of such housing restricted to occupancy by households of very low, low and moderate income. The AH-6 Zone shall provide no more than 475 total dwelling units and shall provide 125 affordable dwelling units consisting of:

- A. 40 Affordable Family Stacked Townhouses
- B. 26 Affordable Age-Restricted Townhouses or Stacked Townhouses
- C. 31 Affordable Family Rental Apartments
- D. 28 Affordable Senior Rental Apartments

3-35.2 Applicability of Standards.

The use, bulk, design and performance standards of the AH-6 Zone shall supersede other zoning provisions of the Branchburg Township Land Development Ordinance for development within the AH-6 Zone . Where the regulations and standards of the AH-6 Zone are silent the other standards of the Land Development Ordinance shall apply.

3-35.3 Definitions. The following definitions shall apply to the AH-6 Zone. In the case of any conflict between the definitions in this section and those found in the Land Development Ordinance or General Ordinance, the definitions in this section shall apply and supersede the other ordinance definitions for development within the AH-6 Zone.

Age-restricted housing means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: (a) All the residents of the unit are 62 years or older; (b) At least 80 percent of the units are occupied by one person that is 55 years or older; or (c) The development has been designated by the Secretary of HUD as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. §§ 3607

Dwelling, multifamily means a building containing three or more dwelling units, including units that are located one over the other. Also known as apartment house, stacked townhouse or garden apartment.

Semi-detached dwelling means a dwelling within a building containing two attached dwelling units that share a common wall, with no opening in the common wall, at a common lot line and that are on separate lots. Also known as a twin dwelling.

Stacked townhouse means a multifamily dwelling unit within a building containing three or more dwelling units that has a common side or rear wall with another dwelling unit and is either above or below another dwelling unit within the same building (see "Dwelling, multifamily").

Townhouse means a building consisting of not less than three single-family dwelling units, with no other dwelling unit or portion of another dwelling unit directly above or below, each dwelling unit of which having direct ground level access to the outdoors and connected to the other dwelling units by no more than two party walls with no opening in walls between dwelling units. Townhouse does not include "Stacked Townhouses", which are multifamily dwellings (see "Dwelling, multifamily" and "Stacked townhouse"). A townhouse may be fee simple, condominium, cooperative or any combination thereof.

Tract Area means the properties identified as Block 70, Lots 18, 24 and 24.01 making up the entire AH-6 zoning district.

3-35.4 Permitted Uses

A. Principal uses.

1. A maximum of 475 dwelling units composed of the following:
 - a. A maximum of 62 for-sale market-rate semi-detached dwelling units; and
 - b. A maximum of 113 for-sale market-rate townhouses; and
 - c. 40 for-sale affordable family Stacked Townhouses; and
 - d. 26 for-sale affordable age-restricted townhouses or Stacked Townhouses; and
 - e. A maximum of 175 rental market-rate family apartments; and
 - f. 31 rental affordable family apartments; and
 - g. 28 rental affordable senior apartments.
2. Public recreation and open space

B. Accessory uses.

1. Private garages and off-street parking;
2. Patios and decks;
3. Fences and walls;
4. Conservation, recreation and open space;
5. Stormwater Management, sanitary sewer and other utilities;
6. Business office, for on-site management, model homes with sales offices;
7. Tenant storage for rental dwelling units;
8. Maintenance facilities, including superintendent office and storage of maintenance equipment;
9. Clubhouse, pool, community building, rental office, and model dwelling units;
10. Accessory uses on the same lot and deemed customarily incidental to a permitted principal use by the approving authority.
11. Utility enclosures deemed necessary to serve Principal uses on the site.

3-35.5 Area and Bulk Requirements

- A. The minimum Tract Area shall be the entirety of the AH-6 zone.

- B. Subdivisions for the purposes of phasing or financing shall be permitted as long as the area and bulk requirements for the zone are met.
- C. Measurement of Setbacks and Lot Areas. Since all thoroughfares, streets and parking will be held privately, setbacks to streets shall be measured from a building to the nearest edge of a common sidewalk. Lot depth, for the purpose of calculating lot area, shall be measured from the nearest edge of a sidewalk to the real lot line.
- D. Semi-detached dwellings
 - 1. Minimum lot size: 4,000 sf per dwelling unit.
 - 2. Minimum front yard setback between building and sidewalk: 20 feet
 - 3. Minimum rear yard setback: 25 feet
 - 4. Minimum side yard setbacks: 0 feet at common wall/property line; 10 feet to other property line.
 - 5. Maximum building height: 2.5 stories, not exceeding 35 feet
 - 6. Minimum driveway length: 20 feet between building and front sidewalk
- E. Market-rate family townhouses
 - 1. Minimum lot size: 2,500 sf
 - 2. Minimum front yard setback between building and sidewalk: 20 feet
 - 3. Minimum rear yard setback: 10 feet
 - 4. Maximum building height: 3 stories, not exceeding 40 feet and for those townhouses within 100 feet of the tract boundary that abuts a residential use shall not exceed 35 feet.
- F. Affordable age-restricted townhouses
 - 1. Minimum lot size: 800 sf
 - 2. Minimum front yard setback between building and sidewalk: 5 feet
 - 3. Minimum rear yard setback: 10 feet
 - 4. Maximum building height: 2.5 stories, not exceeding 35 feet
- G. Affordable family or age-restricted Stacked Townhouses
 - 1. Minimum lot size: 800 sf per 2 stacked dwelling units
 - 2. Minimum front yard setback between building and sidewalk: five feet
 - 3. Minimum rear yard setback: 10 feet

4. Maximum building height: 3 stories, not exceeding 45 feet and for those townhouses within 100 feet of the tract boundary that abuts a residential use shall not exceed 35 feet.

H. Additional standards for townhouses

1. Minimum distances between townhouse buildings:
 - a. Side-to-side: 20 feet
 - b. Side-to-rear: 20 feet
 - c. Rear-to-rear: 40 feet
2. Maximum number of dwelling units in one townhouse building: eight
3. Minimum driveway length: 20 feet between building and front sidewalk
4. Townhouses that have garages shall have at least one enclosed garage parking space measuring a minimum of 12 feet wide and 270 square feet.

I. Apartments:

1. 80% of the building façade facing a private road shall be setback a minimum of ten (10) feet from the sidewalk.
2. Minimum setback between building façade not facing a private road and sidewalk: five feet
3. Maximum building height: 4 stories, not exceeding 55 feet and for apartments within 100 feet of the tract boundary that abuts a residential use shall not exceed 35 feet and 3 stories.
4. Minimum Distances between buildings
 - a. Side-to-side: 25 feet
5. Maximum dwelling units in one building: 40
6. Family apartment storage. For each family apartment, in addition to any storage areas contained within the apartment, there shall be provided 200 cubic feet of storage in a conveniently accessible area, either within the apartment building or in a separate building where belongings can be kept locked and separated from the belongings of other occupants.
7. Age-restricted apartment storage. For each age-restricted apartment, in addition to any storage areas contained within the apartment, there shall be provided 200 cubic feet of storage in a conveniently accessible area, either within the apartment building or in a separate building where belongings can be kept locked and separated from the belongings of other occupants.

J. Additional Bulk Requirements

1. Impervious coverage shall not exceed 65% of Tract Area;

2. Building coverage shall not exceed 25% of the Tract Area;
3. Private streets, off-street parking areas and driveways shall be located a minimum of 50 feet from any zone boundary, except where connectivity to adjacent properties or streets is necessary.
4. Permitted encroachments.
 - a. Entry steps, covered entries, and porches projecting no more than six feet from the building face are permitted in a front, rear or side setback.
 - b. Bay windows and chimneys projecting no more than two feet from the building face are permitted in a front, rear or side setback.
 - c. Decks projecting no more than ten feet from the building face are permitted in the rear setback.
5. Building Setback to Zone Boundary. The minimum setback from a building to any zone boundary shall be 30 feet for apartments and townhomes and 10 feet for accessory, maintenance, storage buildings and utility enclosures deemed necessary to service Principal uses on the site. .

3-35.6 Development Standards

- A. Deviations from these standards, or de minimis exceptions from requirements of RSIS, shall be considered exceptions pursuant to MLUL.
- B. The Developer may develop the project in phases. The phases will be determined and approved during preliminary site plan approval. Developer must demonstrate to the Planning Board that its development shall be timed and phased to ensure that during the period of construction no less than the mandatory minimum percentage of affordable housing units to market rate units for the Tract Area are completed at any time in accordance with the UHAC regulations and the Township's affordable housing ordinance.
- C. Technical Subdivision
 1. It is acknowledged that a project to be developed pursuant to this subsection may be of such a size or type so as to make sectionalization by subdivision and the use of different forms of ownership a practical necessity. Therefore, a technical subdivision for such a project may be required for marketing or financing purposes.
 2. An application for technical subdivision approval may be submitted with an application for approval of a site plan or subdivision, or subsequent to the issuance of such an approval.
 3. Such an application shall be considered as a technical subdivision without the necessity to obtain dimensional variances that would technically be required.

(a) The purpose of the technical subdivision is to create a new lot or lots for the purpose of financing or transfer of ownership within a development which is, or has been, the subject of site plan approval.

(b) A technical subdivision may not substantially modify or otherwise adversely impact on the integrity of the development plan.

(c) A technical subdivision must not reduce, limit or modify parking or access to parking.

(d) If a technical subdivision includes the division of parking or other common areas or facilities, the subdivision shall be conditioned upon appropriate easements for parking, access, drainage and/or utilities where necessary."

D. Circulation and Parking

1. Thoroughfares, streets and parking within in the AH-6 Zone shall be substantially in accordance with the exhibit entitled "Concept, Ryan Homes-Branchburg, Block 70, Lots 18, 24, 24.01, Township of Branchburg" dated August 23, 2019, last revised January 27, 2020, prepared by E & LP (the "Concept Plan"). Reasonable revisions shall be permitted provided they are deemed consistent with the design principles expressed in the Concept Plan or are required to obtain outside agency permits
2. Thoroughfares, streets and parking within the AH-6 Zone shall be owned and maintained by a private entity and shall not be dedicated to the Township;
3. Thoroughfares, streets and parking shall comply with RSIS with respect to the number (in the case of parking spaces) design and configuration of regulated elements.
4. Thoroughfares, streets and parking shall be designed to provide clear access and permit necessary circulation for the most restrictive Branchburg fire apparatus, assuming that all on-street and off-street parking spaces are occupied.
5. Thoroughfares, streets and parking shall be subject to Title 39 jurisdiction.
6. Parking shall comply with the NJ Barrier-Free Standards/Federal Accessibility Guidelines (ADA) with respect to the number, design, configuration and detailing of accessible parking spaces.

E. Community design

1. The location and arrangement of buildings and uses within the AH-6 Zone shall be substantially consistent with the Concept Plan. Reasonable revisions shall be permitted provided they are deemed consistent with the design principles expressed in the Concept Plan as determined by the Planning Board or are required to obtain outside agency permits.
2. Pedestrian Connectivity. Pedestrian walkways connecting streets and the dwellings shall be provided. Sidewalks and paths shall be provided substantially in accordance with the Concept Plan.

3. Street trees shall be planted an average of 40 feet on center along the entirety of the public and private frontages, except for frontages on lanes or alleys and except in front of front-loaded townhouses.
4. No refuse container or trash or recycling collection area shall be located closer than 20 feet from any residential unit.

F. Open Space Standards

1. Open space shall be substantially consistent with the size, location and configuration as shown on the Concept Plan.
2. Open spaces shall be planted with double rows of street trees along thoroughfare frontages, with the exception of areas abutting thoroughfare frontages that are to be maintained with existing vegetation and where plantings of trees are not feasible due to the location of existing utility infrastructure.
3. A detailed plan for all open spaces shall be submitted for review and approval as part of preliminary subdivision or site plan application.
4. Stormwater facilities are permitted with the open space areas but shall not impede the function of open space.
5. Conservation areas shall be delineated and permanently marked as such in a manner approved by the Board.
6. Areas containing freshwater wetlands, wetland transition area boundary or limit of disturbance approved by DEP and stream corridors shall be delineated and permanently marked as such in a manner approved by the Board. Markers may consist of monuments, signs or fencing and shall be clearly perceptible after installation.
7. Township Recreation. Informal recreational fields with a parking area is required to be constructed consistent with the Concept Plan. The Township at its option may take ownership or enter into a long term lease of said area. Details for the recreational fields and parking area shall be provided for approval as part of preliminary major subdivision approval. In the event the Township, does not request the recreational fields, the area in which said fields are denoted on the Concept Plan shall be retained pursuant to Paragraph 9 below as open space.
8. There shall be provided, for the perpetual use of all residents of the zone, substantially in accordance with the Concept Plan:
 - a. Children's play area, with appropriate amenities approved by the Board;
 - b. Community building of which a minimum of 2,500 square feet shall be directly devoted to uses for residents;
 - c. In-ground pool with a deck area for seating; and
 - d. Central open space for passive uses.

9. Open Space Ownership. All open space shall be owned and maintained by a private association/entity, except that the planned recreation fields and parking area referenced in Paragraph 7 above shall be dedicated to the Township if accepted by the Township Committee.

G. Steep Slope, Tree Replacement and Stream Corridor Consideration

1. The Board shall grant exceptions from stream corridor buffer width requirements where reasonably necessary, consistent with the Concept Plan, and in accordance with NJDEP regulations.
2. The Board shall grant exceptions from the limits on the disturbance of steep slope areas where reasonably necessary and consistent with the Concept Plan. However, this shall not include the Land Development Ordinance's technical requirements for stabilization of steep slopes.
3. In recognition of the terrain of the AH-6 zone, retaining wall heights of up to 10 feet shall be permitted. However, retaining walls shall be separated from buildings by 10 feet so that there is sufficient space for maintenance and emergency access after construction is complete.
4. Exceptions from tree replacement quantities shall be considered where reasonably necessary to provide for development consistent with the Concept Plan, but shall not result in buffering of adjacent zones or residential uses that is less effective than the minimal buffer standards of the ordinance

H. Design Standards.

1. Building Design. The purpose of these building design standards is to ensure that the design of semi-detached, townhouse and apartment buildings promotes a desirable visual and spatial environment. Building design shall be substantially consistent with those shown on the Concept Plan. Reasonable revisions shall be permitted provided they are deemed consistent with the design principles expressed in the Concept Plan as determined by the Planning Board or are required to obtain outside agency permits.

a. Semi-detached and townhouse dwellings

1. Buildings containing semi-detached and townhouse dwellings shall be designed, located and arranged in a manner that is substantially in accordance with the Concept Plan.
2. Each townhouse building shall contain, at a minimum, one end unit model and one interior model. Each model type home in any block shall have at least two alternative front elevations containing different design features, including, but not limited to the following:

Porches

Porticos

Columns

Dormer

Accent windows

Door color

3. Each semi-detached and townhouse dwelling unit shall contain a front porch or a covered entry.
4. Materials and colors shall be unified within buildings containing semi-detached and townhouse dwellings.
5. Grade changes shall only occur between townhouse units within one building at a location where the garages are not located side by side.
6. Buildings at corners of intersection streets shall include a stone or masonry water table matching the front elevation and shutters on all windows on each façade facing a street.

- b. Apartments. All buildings shall be designed substantially in accordance with the architectural style and materials as is provided for the townhomes and semi-detached dwelling units within the development of the tract.
- c. Community Building. Shall be designed to be consistent with the architecture of the residential buildings within the AH-6 Zone.

2. Signs.

- a. Community Building Sign. The community building may have one identification sign, which shall include the street address. The identification sign shall not exceed 24 square feet in sign area and six feet in height.
- b. Public Entrance Identification Sign. One single-sided monument-style sign is permitted at each entrance point where the interior roadways intersect Holland Brook Road and US Route 202. The minimum setback for these signs shall be 15 feet from a public right-of-way. Public entrance signs shall not exceed 32 square feet in sign area and eight feet in height.
- c. Interior Identification Sign. The zone may have one interior monument-style identification sign. The identification sign shall not exceed 24 square feet in sign area and six feet in height.
- d. Directional. No more than two directional signs shall be allowed on each street or driveway frontage from which vehicular access is derived. A directional sign shall not exceed six square feet in sign area and shall not exceed six feet in height. A directional sign shall be set back from any lot line by at least three feet.
- e. Residential Building Identification. Each residential building may have up to two attached identification signs. The maximum sign area of each shall not

exceed six square feet. Such signs shall be appropriately integrated within the architecture of the buildings.

- f. Open Space Identification. Individual open spaces within the zone may have up to four monument-style identification signs. Such signs shall not exceed six square feet in sign area and six feet in height.
- g. Lighting. Signs shall not be internally illuminated.
- h. The types, designs, lighting and locations of all signs shall be subject to approval by the Board.

3. Lighting.

- a. No building-mounted lighting shall be more than 12 feet above the closest first floor finished grade. Building-mounted lighting shall not be directed to parking areas and shall be of full cut-off design.
- b. The types, designs and locations of all lighting shall be subject to approval by the Board.

3-35.7 Affordable Housing

- A. The AH-6 Zone shall provide 125 affordable dwelling units as follows:
 - 1. 40 Affordable Family Stacked Townhouses
 - 2. 26 Affordable Age-restricted Townhouses or Stacked Townhouses
 - 3. 31 Affordable Family Rental Apartments
 - 4. 28 Affordable Age-restricted Rental Apartments
- B. Affordable family apartment dwelling units shall be distributed equally among all family apartment buildings.
- C. All affordable age-restricted apartments may be located within a single building, provided that the total number of dwellings permitted in the building is not exceeded.
- D. Affordable housing shall comply in every respect with the affordable housing requirements of the New Jersey Council on Affordable Housing, or any successor or replacement agency; the New Jersey Housing Mortgage and Finance Agency, or any successor or replacement entity; and the New Jersey courts, as such requirements exist at the time of final approval

SECTION FOUR:

This Ordinance shall take effect immediately upon its final passage, publication according to law.

INTRODUCED/PASSED ON FIRST READING: *January 27, 2020*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	✓			
COLUMBUS	✓			
OWENS	✓			
BEATRICE	✓			
YOUNG	✓			

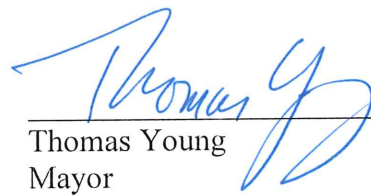
PUBLISHED: *January 30, 2020*

ADOPTED: *February 10, 2020*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	✓			
COLUMBUS	✓			
OWENS	✓			
BEATRICE	✓			
YOUNG	✓			

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Thomas Young
Mayor



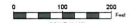
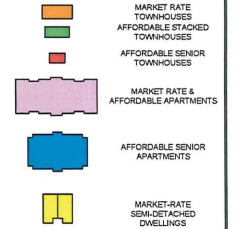
1 SEMI-DETACHED DWELLING ELEVATION



2 MARKET RATE TOWNHOUSE ELEVATION



3 AFFORDABLE TOWNHOUSE ELEVATION



140 WEST MAIN STREET HIGH BRIDGE, NJ 08520
PH: 609-234-0444 FAX: 609-234-9172
A PROFESSIONAL ASSOCIATION
CERTIFICATE OF AUTHORIZATION NO. 3463202100

NO.	PER CLIENT COMMENTS	ELM	1/2/20
5	PER CLIENT COMMENTS	EJ	1/24/20
4	PER CLIENT COMMENTS	EJ	1/20/20
3	PER CLIENT COMMENTS	JMK	12/12/19
2	PER TOWNSHIP COMMENTS	JMK	12/02/19
1	PER CLIENT COMMENTS	JMK	10/07/19
NO.	REVISION	BY	DATE

PROJECT: RYAN HOMES- BRANCHBURG
BLOCK 70, LOTS 18, 24, 24.01
TOWNSHIP OF BRANCHBURG

SOMERSET COUNTY NEW JERSEY

TITLE: CONCEPT

DES. NO.	0110293	DRAWING NO.	1
SCALE	1"=100'		1
DESIGNED	MMG		
CHECKED	JH		
FILENAME	SITE.DWG		
DATE	08/23/19		

NOTES:

- THIS PLAN IS NOT FOR CONSTRUCTION.
- THE BASE INFORMATION INCLUDING PROPERTY BOUNDARIES, TOWNSHIP BOUNDARY, EXISTING TOPOGRAPHY, EXISTING ROAD CENTERLINES AND ADJACENT PROPERTIES TAKEN FROM GIS DATA, OVERHEAD POWER LINES AND BUILDINGS TRACED USING A GOOGLE EARTH AERIAL IMAGE.
- SUBJECT TO FULL SITE PLAN AND STORMWATER MANAGEMENT DESIGN.
- SUBJECT TO SOIL TESTING FOR BUILDING, PARKING, AND STORMWATER IMPROVEMENTS.
- ADDITIONAL VARIANCES AND/OR VARIATIONS MAY BE REQUIRED UPON DETAILED REVIEW BY THE BOARD PROFESSIONAL IN CONNECTION WITH A SITE PLAN APPLICATION.
- SUBJECT TO ANY AND ALL OUTSIDE AGENCY PERMITS REQUIRED.
- SUBJECT TO ADEQUATE WATER AND SEWER CAPACITY.
- SUBJECT TO STORMWATER MANAGEMENT DESIGN IN ACCORDANCE WITH THE LOCAL AND STATE REGULATIONS.
- SUBJECT TO ANY LAND USE PERMITS REQUIRED BY NJDEP FOR PROPOSED DISTURBANCE/CONSTRUCTION IN STATE REGULATED AREAS.
- THIS CONCEPTUAL SITE PLAN HAS NOT BEEN FULLY REVIEWED FOR R.S.E. COMPLIANCE.
- SOME CURB ISLANDS MAY NEED TO BE MODIFIED OR CONSTRUCTED WITH MOUNTABLE CURB TO COMPLY WITH FIRE TRUCK ACCESS. EMERGENCY ACCESS SUBJECT TO REVIEW OF ALL PARTIES HAVING JURISDICTION AT THE TIME OF FULL SITE PLAN SUBMISSION.
- FRESHWATER WETLANDS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. ACTUAL WETLANDS LIMIT AND ASSOCIATED TRANSITION AREA TO BE DELINEATED IN THE FIELD BY AN ENVIRONMENTAL LAND USE PROFESSIONAL AND CONFIRMED BY NJDEP THROUGH A LETTER OF INTERPRETATION APPLICATION.
- THIS PLAN IS NOT INTENDED TO REPRESENT THE PRESENCE OR ABSENCE OF ANY FLOOD HAZARD AREAS OR RIPARIAN BUFFER ZONES THAT MAY EXIST IN CONNECTION WITH ON SITE OR ADJACENT WATER COURSES.
- THIS DESIGN IS SUBJECT TO APPROVAL BY NJDEP OF PROPOSED LAND DISTURBANCE IN ANY STATE REGULATED AREA.
- TOPOGRAPHIC INFORMATION SHOWN FOR THE MULTIPURPOSE FIELD TAKEN FROM A PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY, OLD VALLEY PROPERTIES", PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED 10/15/2009.
- THIS PLAN IS SUBJECT TO APPROVAL BY EASEMENT HOLDERS OF ALL PROPOSED SITE IMPROVEMENTS AND UNDERGROUND UTILITIES WITHIN EXISTING EASEMENTS.
- PROPOSED UTILITY EASEMENTS WITHIN OPEN SPACE PARCEL IS APPROXIMATE IN WIDTH AND LOCATION. PROPOSED UTILITY EASEMENT WIDTH AND LOCATION TO BE SUBJECT TO FULL SITE PLAN & SUBDIVISION DESIGN AND UTILITY REQUIREMENTS.
- THE PROPOSED PARKING AREA INTENDED TO SERVE THE OPEN SPACE AREA AND MULTIPURPOSE FIELD WILL BE CONSTRUCTED OF A GRAVEL SURFACE (8 INCHES COMPACTED THICKNESS OF 50% GRADED AGGREGATE, AND SUFFICIENT AREA FOR A TOTAL OF THIRTY-TWO (32) PARKING STALLS. ONE (1) OF THE PARKING STALLS WILL BE A VAN ACCESSIBLE PARKING STALL, PAVED WITH 2 INCHES COMPACTED THICKNESS OF HOT MIX ASPHALT SURFACE COURSE MD 05M84. ONE (1) RESERVED ADA PARKING STALL SIGN AND PAINTING STRIPING WILL BE INSTALLED IN ACCORDANCE PER ADA REQUIREMENTS. THERE WILL BE NO PROPOSED CURB, SIDEWALK, LIGHTING OR STORMWATER COLLECTION SYSTEMS.
- THE PROPOSED MULTIPURPOSE FIELD WILL BE GRADED WITH A 1% MINIMUM MAXIMUM SURFACE GRADE WITH A MAXIMUM PLAYING SURFACE DIMENSIONS OF 160 FEET BY 300 FEET. THE FIELD CONSTRUCTION WILL NOT INCLUDE LIGHTING, DRAINAGE, ELKHOUSES, SANITARY FACILITIES, RETAINING WALLS OR IRRIGATION. THE EXISTING TOPSOIL STOCKPIL ON SITE WILL BE REDISTRIBUTED OVER THE SUBGRADE FIELD SURFACE TO A MAXIMUM DEPTH OF 6 INCHES. THERE WILL BE NO SOIL BORING OR IMPORTATION OF ANY MATERIAL FOR USE IN THE FIELD CONSTRUCTION. THE FINAL VERTICAL SURFACE OF THE FIELD WILL BE NATURAL TURF WITH SEED MIX TO BE DETERMINED PRIOR TO CONSTRUCTION.

UNIT COUNT			
UNIT TYPE	UNIT COUNT	UNIT DIM. (APPROX.)	UNIT HEIGHT
TOTAL NO. DWELLING UNITS	475 DU		
MARKET RATE SEMI-DETACHED DWELLINGS	62 DU	30' X 50'	2 STORIES
MARKET RATE TOWNHOUSES	113 DU	28' X 62'	2 STORIES
AFFORDABLE SENIOR TOWNHOUSES	29 DU	28' X 32'	2 STORIES
AFFORDABLE STACKED TOWNHOUSES	40 DU	22' X 50'	3 STORIES
MARKET RATE & AFFORDABLE APT.	306 DU (31 AFFORDABLE)	TO BE DETERMINED	3 OR 4 STORIES
AFFORDABLE SENIOR APARTMENTS	25 DU	TO BE DETERMINED	3 OR 4 STORIES

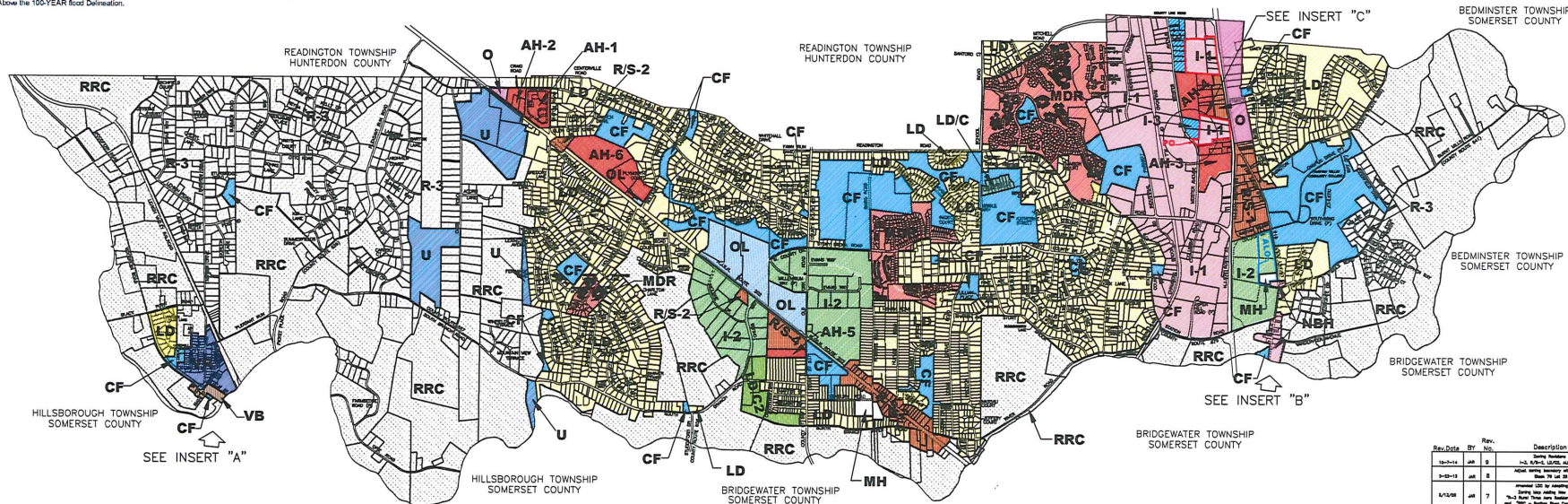
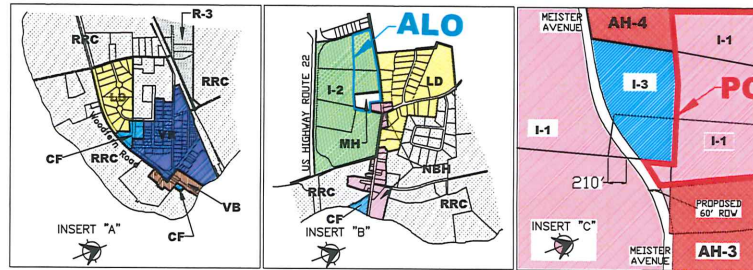
NOTES:

- FINAL DIMENSIONS TO BE PROVIDED AT THE TIME OF SITE PLAN APPLICATION.

ZONING SCHEDULE (1)

ZONE	BUILDING SETBACKS					BUILDING REQUIREMENTS	
	MINIMUM LOT AREA	MINIMUM LOT FRONTAGE	FRONT	SIDE	REAR	MINIMUM BUILDING HEIGHT	MINIMUM COVERAGE
R-3	3 acres	250 ft	75 ft	50 ft	50 ft	35 ft or 2 1/2 stories	0.15
LD	43,560 sf	150 ft	75 ft	25 ft	35 ft	35 ft or 2 1/2 stories	N/A
LD/C (1)	24,000 sf	100 ft	50 ft	15 ft	35 ft	35 ft	N/A
VR	15,000 sf	75 ft	35 ft	10 ft	15 ft	35 ft or 2 1/2 stories	N/A
MDR (2)	43,560 sf	150 ft	75 ft	25 ft	35 ft	35 ft or 2 1/2 stories	N/A
NBH	8,000 sf	50 ft	15 ft	10 ft	10 ft	40 ft or 2 1/2 stories (3)	N/A
VB	20,000 sf	100 ft	0	15 ft	15 ft	35 ft or 2 1/2 stories	0.65
R/S-1	110,000 sf	325 ft	100 ft	25 ft	25 ft	50 ft or 3 1/2 stories	(8)
R/S-2	60,000 sf	200 ft	100 ft	25 ft	25 ft	50 ft or 3 1/2 stories	(8)
R/S-3	(3)	(3)	(3)	(3)	(3)	(3)	(3)
R/S-4	(3)	(3)	(3)	(3)	(3)	(3)	(3)
OL (4)(5)	10 acres	500 ft	(3)	(3)	(3)	50 ft or 4 stories	0.5
I-1 (3)	3 acres	200 ft	75 ft	25 ft	75 ft	45 ft or 3 1/2 stories	0.6
I-2 (3)	5 acres	350 ft	75 ft	25 ft	50 ft	50 ft or 3 1/2 stories	0.65
I-3	2 acres	175 ft	50 ft	25 ft	35 ft	50 ft or 3 1/2 stories	0.6
O	5 acres	200 ft	75 ft	30 ft	75 ft	45 ft or 3 1/2 stories	0.5
RRC	(3)	(3)	(3)	(3)	(3)	(3)	(3)
LD/C2	15,000 sf	100 ft	(3)	(3)	(3)	35 ft	N/A
AH-1	(3)	(3)	(3)	(3)	(3)	(3)	(3)
AH-2	(3)	(3)	(3)	(3)	(3)	(3)	(3)
AH-3	(3)	(3)	(3)	(3)	(3)	(3)	(3)
AH-4	(3)	(3)	(3)	(3)	(3)	(3)	(3)
AH-5	(3)	(3)	(3)	(3)	(3)	(3)	(3)
AH-6	(3)	(3)	(3)	(3)	(3)	(3)	(3)

- NOTES
- (1) This table should not be used as a substitute for referencing the Land Development Ordinance.
 - (2) See approvals for specific subdivisions.
 - (3) See the Land Development Ordinance.
 - (4) Subject to Floor Area Ratio requirements.
 - (5) Minimum tract size - 15 acres. Minimum open space 40% of gross tract area.
 - (6) 43,560 SF with both public water and sewer; 20 acres without both public water and sewer.
 - (7) Minimum side yards: for one side - 25 feet; for both sides - one-third of the lot width.
 - (8) Less than 2 stories: 40%. At least 2 stories but less than 3: 50%. At least 3 stories: 65%.
 - (9) Allow the 100-YEAR Road Delineation.



LEGEND

RRC	RARITAN RIVER CORRIDOR DISTRICT	ALO	ALO DISTRICT - ASSISTED LIVING OVERLAY
R-3	RURAL THREE-ACRE RESIDENTIAL	CF	CF COMMUNITY FACILITIES
LD	LOW-DENSITY/1 ACRE RESIDENTIAL	U	U PUBLIC UTILITY
LD/C	LOW-DENSITY CLUSTER OPTION	VB	VB VILLAGE BUSINESS (Neshanic Station)
LD/C2	LOW-DENSITY CLUSTER OPTION 2	R/S-1	R/S-1 RETAIL SERVICE 1
VR	VILLAGE RESIDENTIAL (Neshanic Station)	R/S-2	R/S-2 RETAIL SERVICE 2
NBH	NORTH BRANCH HAMLET	R/S-3	R/S-3 RETAIL SERVICE 3
MH	MOBILE HOME	R/S-4	R/S-4 RETAIL SERVICE 4
MDR	MEDIUM-DENSITY RESIDENTIAL	OL	OL OFFICE/LABORATORY
AH-1	AFFORDABLE HOUSING 1	I-1	I-1 INDUSTRIAL (3 ACRE)
AH-2	AFFORDABLE HOUSING 2	I-2	I-2 INDUSTRIAL (5 ACRE)
AH-3	ROUTE 22 PLANNED RESIDENTIAL/AFFORDABLE HOUSING	I-3	I-3 INDUSTRIAL (2 ACRE)
AH-4	AFFORDABLE HOUSING	O	O OFFICE
AMENDED AH-5	ROUTE 202 AFFORDABLE HOUSING 5	PO	PO DISTRICT - PLANNED OVERLAY
AH-6	ROUTE 202 AFFORDABLE HOUSING 6		

Rev.	Date	By	Rev.	Date	By	Description	Ordinance Number	Date Adopted
1-3-00	JAN	14				Utility Revisions	199	1/9/00
8-20-01	JAN	13				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	8-20-01
7-10-04	JAN	13				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	7-10-04
3-26-05	JAN	13				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	3-26-05
8-12-05	JAN	11				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	8-12-05
8-12-05	JAN	11				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	8-12-05
2-24-07	JAN	10				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	2-24-07

Rev.	Date	By	Rev.	Date	By	Description	Ordinance Number	Date Adopted
10-27-14	JAN	8				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	10-27-14
3-20-15	JAN	8				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	3-20-15
4/15/08	JAN	7				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	4/15/08
3-20-07	JAN	6				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	3-20-07
10-24-04	JAN	5				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	10-24-04
3-20-04	JAN	4				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	3-20-04
3-20-03	JAN	3				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	3-20-03
3-18-03	JAN	2				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	3-18-03
4-11-03	JAN	1				amended "R/S-1" to "R/S-1A" and "R/S-2" to "R/S-2A"	201-128	4-11-03

TOWNSHIP OF BRANCHBURG
 1077 HIGHWAY 202 N., BRANCHBURG N.J. 08876
 COUNTY OF SOMERSET
 TELE: (908) 526-1300 FAX: (908) 526-2452

ZONING MAP

BRANCHBURG TWP. - SOMERSET COUNTY - NJ
 Douglas B. P.E. - TOWNSHIP ENGINEER
 DRAWN BY: FV SCALE: N.T.S. DATE: 4-03-00 SHEET 1 of 1



January 31, 2022

To whom it may concern,

NVR, Inc., through its agreement with 2G Branchburg, LLC is the contract purchaser of the Judelson/Glen Willow property as identified in the Settlement Agreement between the Township of Branchburg and Fair Share Housing Center and the Housing Element and Fair Share Plan adopted by the Township of Branchburg. NVR, Inc., in conjunction with 2G Branchburg, LLC, fully intends to develop the property and affordable housing units as set forth in the Settlement Agreement and Housing Element and Fair Share Plan. An application has already been filed with the Township of Branchburg Planning Board seeking approval of the project and hearings have commenced.

A blue ink signature of Stephen Gallo, written in a cursive style.

Stephen Gallo
NVR Inc.
Vice President Regional Land

A yellow ink signature of Matthew Esposito, written in a cursive style.

Matthew Esposito
Level 10 Development | 2G Branchburg, LLC.
Managing Member

1/31/22

7.L. Sewer/Water Capacity Letter



Township of Branchburg

1077 US HIGHWAY 202 NORTH, BRANCHBURG, NJ 08876-3936

TELEPHONE: (908) 526-1300 x142 FAX: (908) 526-7479

www.branchburg.nj.us

OFFICE OF THE TOWNSHIP ENGINEER

August 17, 2021

Kendra Lelie, PP, AICP, LLA
T & M Associates
1455 Broad Street, Suite 250
Bloomfield, NJ 07003

**Re: Sanitary Sewer and Water Utility Service Letter
Branchburg Affordable Housing Sites**

Ms. Lelie,

In furtherance of our discussions, I offer the following details in regards to the availability of sanitary sewer service and domestic water for the Township's affordable housing sites:

Block 74, Lots 3, 3.01 and 3.02 – Triangle Site (Conifer)

The subject parcel can be serviced by the existing sanitary sewer located less than 100 feet east of the subject lot within the Old York right of way. The Township has also awarded contract and is currently upgrading the pump station receiving this wastewater to accommodate the anticipated flows from this development. The subject parcel has a New Jersey American water main located within the Old York Road right of way.

Block 68.05, Lot 1 – Cronheim Tract (Cornerstone)

The subject parcel is serviced by the Township's sanitary sewer infrastructure located within an easement on the subject lot. The subject parcel has a New Jersey American water main located along the Rt. 202 and Old York Road right of ways.

Block 9, Lots 18-21 and 24 – Sycamore Tract (North Branch Walk)

The subject parcel is also serviced by the Township's sanitary sewer infrastructure located within an easement on the subject lot. The subject parcel has a New Jersey American water main located along the Rt. 22 and Meister Ave right of ways.

Block 9, Lots 8-13 and 15 – Summit Green

The subject parcel is also serviced by the Township's sanitary sewer infrastructure located within an easement on the subject lot. The subject parcel has a New Jersey American water main located along the Rt. 22 and Meister Ave right of ways.

Block 70, Lots 18, 24 and 24.01 – Judelson/Glen Willow

The subject parcel is also serviced by the Township's sanitary sewer infrastructure located within an easement adjacent to subject lot. The subject parcel has a New Jersey American water main located at the intersection of Rt. 22 and Holland Brook Road West.



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OFFICE OF THE TOWNSHIP ENGINEER

Block 3, Lot 19 – TJC Site

The subject parcel is also serviced by the Township's sanitary sewer infrastructure located within Lamington Road right of way. The subject parcel has a New Jersey American water main located at the intersection of County Rt. 614 and Lamington Road.

Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Doug Ball, P.E., CME and CFM
Township Engineer

Cc: Greg Bonin, Township Engineer

Appendix 8. Administration Documentation

8.A. Affordable Housing Ordinance

ORDINANCE NO. 2020-1389

AN ORDINANCE REPEALING AND REPLACING ARTICLE XIII “AFFORDABLE HOUSING” OF THE TOWNSHIP OF BRANCHBURG LAND DEVELOPMENT ORDINANCE TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE TOWNSHIP’S AFFORDABLE HOUSING OBLIGATIONS

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Branchburg, Somerset County, New Jersey, that the Code of the Township of Branchburg is hereby amended to include provisions addressing Branchburg’s constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Branchburg Township Planning Board will adopt a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan will be endorsed by the Township Committee. This Ordinance implements and incorporates the Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Section 1. Article XIII “Affordable Housing” is hereby repealed and replaced with the following:

13-1. Monitoring and Reporting Requirements

The Township of Branchburg shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

- A. Beginning on September 24, 2020, and on every anniversary of that date through July 1, 2025, the Township agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Committee on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Committee on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

- B. Beginning on September 24, 2020, and on every anniversary of that date through July 27, 2025, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
- C. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
- D. By October 24, 2022, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low-income housing obligations.

13-2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity designated by the Township to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be

amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing development” means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Township's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Committee on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of

ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

13-3. Applicability

A. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Branchburg pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

B. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will

provide low- and moderate-income housing units and including any developments funded with low-income housing tax credits.

C. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low- and moderate-income units are to be offered for rent, the appropriate set-aside percentage is 15 percent.

13-4. Alternative Living Arrangements

A. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

1. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

13-5. Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

13-6. New Construction

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13 percent of all restricted rental units within each bedroom distribution shall be very low-income units (affordable to a household earning 30 percent or less

of regional median income by household size). The very low-income units shall be counted as part of the required number of low-income units within the development.

2. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

i) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

ii) At least 30 percent of all low- and moderate-income units shall be two-bedroom units;

iii) At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and

iv) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.

4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

B. Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

i) An adaptable toilet and bathing facility on the first floor; and

ii) An adaptable kitchen on the first floor; and

iii) An interior accessible route of travel on the first floor; and

iv) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

v) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied,

then an interior accessible route of travel shall not be required between stories within an individual unit; and

vi) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Branchburg has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Township of Branchburg's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Township of Branchburg for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Branchburg for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

(vii) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

C. Design:

1. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

2. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

D. Maximum Rents and Sales Prices:

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court.
 - i) Regional income limits shall be established for the region that the Township is located within based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - ii) The income limits are the result of applying the percentages set forth in paragraph (1) above to HUD's determination of median income for the fiscal year 2020, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - iii) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (1) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - iv) In establishing sale prices and rents of affordable housing units, the Township's administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:
 - (a) The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median

income limit for each housing region determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

- (b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- i) A studio shall be affordable to a one-person household;
- ii) A one-bedroom unit shall be affordable to a one- and one-half person household;
- iii) A two-bedroom unit shall be affordable to a three-person household;
- iv) A three-bedroom unit shall be affordable to a four and one-half person household; and
- v) A four-bedroom unit shall be affordable to a six-person household.

6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- i) A studio shall be affordable to a one-person household;
- ii) A one-bedroom unit shall be affordable to a one- and one-half person household; and
- iii) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

10. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

13-7. Utilities

A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

13-8. Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

- A. Provide an occupant for each bedroom;
- B. Provide children of different sexes with separate bedrooms;
- C. Provide separate bedrooms for parents and children; and
- D. Prevent more than two persons from occupying a single bedroom.

13-9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Branchburg takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

13-10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
- D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

13-11. Buyer Income Eligibility

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Township Committee, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.
- C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or

homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

E. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Township Committee, and subject to Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

F. A certified household that purchases a restricted ownership unit must occupy it as a certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of a hardship, to lease the restricted unit to another certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of Section 20 of this Ordinance.

13-12. Limitations on Indebtedness Secured by Ownership Unit; Subordination

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

B. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

13-13. Capital Improvements To Ownership Units

A. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided

the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

13-14. Control Periods for Restricted Rental Units

A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Branchburg takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Branchburg. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;
2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

13-15. Rent Restrictions for Rental Units; Leases

A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

13-16. Tenant Income Eligibility

A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.
2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.
3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

C. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

13-17. Municipal Housing Liaison

A. The Township of Branchburg shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Township's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Township's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Branchburg shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

B. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Branchburg, including the following responsibilities which may not be contracted out to the Administrative Agent:

1. Serving as Branchburg's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
2. Monitoring the status of all restricted units in Branchburg's Fair Share Plan;
3. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;
4. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
5. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

C. Subject to the approval of the Court, the Township of Branchburg shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

13-18. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. ***The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.*** The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

A. Affirmative Marketing:

1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Branchburg and the provisions of N.J.A.C. 5:80-26.15; and

2. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

B. Household Certification:

1. Soliciting, scheduling, conducting and following up on interviews with interested households;

2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

4. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

5. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Branchburg when referring households for certification to affordable units; and

7. Notifying the following entities of the availability of affordable housing units in the Township of Branchburg: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Central Jersey Housing Resource Center, and the Supportive Housing Association.

C. Affordability Controls:

1. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
2. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Somerset County Register of Deeds or Somerset County Clerk's office after the termination of the affordability controls for each restricted unit;
4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resales and Rerentals:

1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
2. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

E. Processing Requests from Unit Owners:

1. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

1. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

3. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

4. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

5. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and

6. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Committee and the Court, setting forth procedures for administering the affordability controls.

G. Additional Responsibilities:

1. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

13-19. Affirmative Marketing Requirements

A. The Township of Branchburg shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region.

It is a continuing program that directs marketing activities toward Housing Region 3 and is required to be followed throughout the period of restriction.

C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3, comprised of Hunterdon, Somerset and Middlesex Counties.

D. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Township of Branchburg shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

F. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

G. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

H. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

I. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Branchburg, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network STEPS, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

J. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

13-20. Enforcement of Affordable Housing Regulations

A. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

i) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

ii) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Branchburg Affordable Housing Trust Fund of the gross amount of rent illegally collected;

iii) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

2. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

i) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

ii) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow

by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

iii) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

iv) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

v) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

vi) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

13-21. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

13-22. Limitation on Certain Association Assessments Upon Affordable Condominiums

- A. "Agreement" shall for the purposes of this subsection mean an affordable housing plan or a master deed, or both, executed by a condominium association or by the developer that created the association, and filed in the land records of Somerset County prior to October 1, 2001, that limits the condominium association's assessments upon affordable condominiums to a lesser amount or percentage than the condominium association's assessments upon other condominiums.

- B. No condominium association which is subject to an Agreement shall for the period of time expressed in the Agreement change its assessments in any manner inconsistent with the affordable housing plan or master deed without a resolution adopted by the Township Committee consenting thereto.
- C. No condominium association which is subject to an Agreement shall for the period of time expressed in the Agreement permit its assessments to be in any manner inconsistent with the affordable housing plan or master deed without a resolution adopted by the Township Committee consenting thereto.
- D. Any purported assessment by a condominium association upon an affordable condominium in violation of this subsection shall be unenforceable, uncollectable, void and of no effect.
- E. Any amendment or modification by a condominium association to or of its master deed that is in violation of this subsection shall be a violation of the Land Development Ordinance.
- F. Every day during which any amendment or modification by a condominium association to or of its master deed that is in violation of this subsection exists shall be a violation of the Land Development Ordinance.
- G. Every bill, demand or other affirmative request for the payment of a purported assessment upon an affordable condominium that is in violation of this subsection shall be a violation of the Land Development Ordinance.
- H. Any person who participates in authorizing, preparing, making, sending or delivering any bill, demand or other affirmative request for the payment of a purported assessment upon an affordable condominium who knows that such bill, demand or other affirmative request for payment is in violation of this subsection shall be guilty of a violation of the Land Development Ordinance.

Section 2. This Ordinance shall be construed so as not to conflict with any provision of New Jersey or Federal law. The provisions of this Ordinance shall be cumulative with, and not in substitution for, all other applicable zoning, planning, and land use regulations. All other ordinances or other local requirements that are inconsistent or in conflict with this Ordinance are hereby repealed to the extent of any inconsistency or conflict, and the provisions of this Ordinance shall apply.

Section 3. If any provisions of this Ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions, which shall be deemed severable therefrom.

Section 4. After introduction, the Township Clerk is hereby directed to provide a copy of the within Ordinance to the Planning Board for its review in accordance with N.J.S.A. 40:55D-26. The Planning Board is directed to make and transmit to the Township Committee within 35 days after referral, a report including identification of any provisions in the proposed Ordinance which

are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 5. After introduction, the Township Clerk is hereby directed to provide by personal service, certified mail or email with confirmation that the email was delivered, at least 10 days prior to the scheduled hearing, a copy of this Ordinance and a Notice of Hearing in accordance with N.J.S.A. 40:55D-15 to: (1) the clerk of any adjoining municipalities located within 200 feet of the boundaries of the affected properties; and (2) the County Planning Board.

Section 6. This Ordinance shall take effect immediately upon its adoption, passage and publication according to law.

INTRODUCED/PASSED ON FIRST READING: *August 24, 2020*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	✓			
COLUMBUS	✓			
OWENS	✓			
BEATRICE	✓			
YOUNG	✓			


PUBLISHED: *August 27, 2020*

ADOPTED: *September 14, 2020*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	✓			
COLUMBUS	✓			
OWENS	✓			
BEATRICE	✓			
YOUNG	✓			

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Thomas Young
Mayor

8.B. Development Fee Ordinance

ORDINANCE NO. 2020-1388

AN ORDINANCE REPEALING SECTION 13-19 “AFFORDABLE HOUSING DEVELOPMENT FEES” OF ARTICLE XIII “AFFORDABLE HOUSING” AND CREATING A NEW ARTICLE XIV “DEVELOPMENT FEES” OF THE TOWNSHIP OF BRANCBURG LAND DEVELOPMENT ORDINANCE TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED BY THE NEW JERSEY FAIR HOUSING ACT

WHEREAS, In Holmdel Builder’s Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development;

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Branchburg, Somerset County, New Jersey, that the Code of the Township of Branchburg is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Township's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1, *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Section 1. Article 13 – 19 of the Township of Branchburg Land Development Ordinance is hereby repealed and new Article 14 “Development Fees” is created as follows:

14-1. Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH’s regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing.

14-2. Basic Requirements

- A. This Ordinance shall not be effective until approved by the Court.
- B. The Township of Branchburg shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

14-3. Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“COAH” or the “Council” means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

“Development fee” means money paid by a developer for the improvement of property as authorized by Holmdel Builder’s Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Equalized assessed value” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

“Green building strategies” means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

14-4. Residential Development Fees

A. Imposition of Fees

1) Within the Township of Branchburg, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period

preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the Township of Branchburg, shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance and any preceding Ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.

3) Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started shall be exempt from the payment of development fees. For purpose of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Township Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Township Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either:

(a) Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or

(b) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.

5) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.

6) Federal, state, county and local governments shall be exempted from paying a development fee.

7) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)

14-5. Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township of Branchburg as a lien against the real property of the owner.

6) Federal, state, county and local governments of nonresidential development shall be exempted from paying a development fee.

14-6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Township Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the Township Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Township Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the Township Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the Township of Branchburg fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 14-5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

I. Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Township of Branchburg. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Township of Branchburg. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

14-7. Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Township of Branchburg for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

- 1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Township of Branchburg;
- 2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
- 3) Rental income from municipally operated units;
- 4) Repayments from affordable housing program loans;
- 5) Recapture funds;
- 6) Proceeds from the sale of affordable units; and
- 7) Any other funds collected in connection with Branchburg's affordable housing program.

C. In the event of a failure by the Township of Branchburg to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Branchburg, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

14-8. Use of Funds

A. The expenditure of funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity to address the Township of Branchburg's fair share obligation and may be set up as a grant or

revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Township of Branchburg for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to very low-income households earning 30 percent or less of the regional median household income by household size for Housing Region 3, in which Branchburg is located.

1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low-income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Township of Branchburg, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Township of Branchburg may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program,

prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

14-9. Monitoring

The Township of Branchburg shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Township), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Township owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Branchburg's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

14-10. Ongoing Collection of Fees

A. The ability for the Township of Branchburg to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Township of Branchburg has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the Township of Branchburg fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Township of Branchburg shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Township of Branchburg retroactively impose a development fee on such a development. The Township of Branchburg also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

Section 2. This Ordinance shall be construed so as not to conflict with any provision of New Jersey or Federal law. The provisions of this Ordinance shall be cumulative with, and not in substitution for, all other applicable zoning, planning, and land use regulations. All other ordinances or other local requirements that are inconsistent or in conflict with this Ordinance are hereby repealed to the extent of any inconsistency or conflict, and the provisions of this Ordinance shall apply.

Section 3. If any provisions of this Ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions, which shall be deemed severable therefrom.

Section 4. After introduction, the Township Clerk is hereby directed to provide a copy of the within Ordinance to the Planning Board for its review in accordance with N.J.S.A. 40:55D-26. The Planning Board is directed to make and transmit to the Township Committee within 35 days after referral, a report including identification of any provisions in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 5. After introduction, the Township Clerk is hereby directed to provide by personal service, certified mail or email with confirmation that the email was delivered, at least 10 days prior to the scheduled hearing, a copy of this Ordinance and a Notice of Hearing in accordance with N.J.S.A. 40:55D-15 to: (1) the clerk of any adjoining municipalities located within 200 feet of the boundaries of the affected properties; and (2) the County Planning Board.

Section 6. This Ordinance shall take effect immediately upon its adoption, passage and publication according to law.

INTRODUCED/PASSED ON FIRST READING: *August 24, 2020*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	✓			
COLUMBUS	✓			
OWENS	✓			
BEATRICE	✓			
YOUNG	✓			

PUBLISHED: *August 27, 2020*

ADOPTED: *September 14, 2020*

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	<i>✓</i>			
COLUMBUS	<i>✓</i>			
OWENS	<i>✓</i>			
BEATRICE	<i>✓</i>			
YOUNG	<i>✓</i>			

ATTEST:

Marguerite Schmitt

Marguerite Schmitt, RMC
Township Clerk

Thomas Young

Thomas Young
Mayor

8.C. Affirmative Marketing Plan + Resolution

RESOLUTION

NO. 2021-176

ADOPTED: AUGUST 9, 2021

WHEREAS, the Township of Branchburg's Housing Element and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.), the New Jersey Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et. seq.) and the Council on Affordable Housing ("COAH") Rules (N.J.A.C. 5:93-1, et. seq.); and

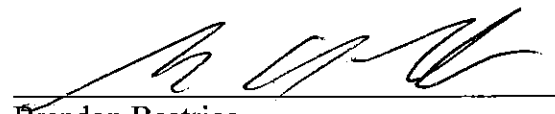
WHEREAS, in accordance with applicable COAH Rules and the provisions of UHAC, the Township of Branchburg is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created or re-rented through rehabilitation, are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 3, the Housing Region encompassing the Township of Branchburg; and

WHEREAS, the Township Committee wishes to adopt an Affirmative Marketing Plan to ensure the affordable units with the Township are affirmatively marketed to very low, low and moderate income households in accordance with the COAH Rules and UHAC regulations.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey, that it hereby adopts the attached Affirmative Marketing Plan to ensure the affordable units with the Township are affirmatively marketed to very low, low and moderate income households in accordance with the COAH Rules and UHAC regulations.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Brendon Beatrice
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	✓			
COLUMBUS				✓
OWENS	✓			
SCHWORN	✓			
BEATRICE	✓			

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic) ☒ Black (non-Hispanic) ☒ Hispanic ☐ American Indian or Alaskan Native
☒ Asian or Pacific Islander ☐ Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input type="checkbox"/>		Courier News	Somerset and Hunterdon
<input checked="" type="checkbox"/>		Express Time	Lehigh Valley
Weekly Newspaper			
<input type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input checked="" type="checkbox"/>		Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex
<input type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex
<input type="checkbox"/>		Princeton Packet	Middlesex, Somerset
<input type="checkbox"/>		Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union

<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
<input type="checkbox"/>		Manville News	Somerset
<input type="checkbox"/>		Messenger-Gazette	Somerset
<input type="checkbox"/>		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset
Monthly Newspaper			
<input type="checkbox"/>		About Our Town/Community News	Middlesex, Somerset
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		12 WHYI-TV WHYY, Inc.	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	

<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications, Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG CBS Broadcasting, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York, LLC	Spanish
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc.	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed TV Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp.	Hunterdon, Somerset
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp.	Hunterdon, Somerset

<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. of Info., Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
X		Cablevision of Raritan Valley	Partial Middlesex, Somerset
X		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
AM			
<input type="checkbox"/>		WFAN 660	
X		WOR 710	
<input type="checkbox"/>		WABC 770	
X		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish

<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input checked="" type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL COAH REGION 3			
AM			
<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon
<input type="checkbox"/>		WRNJ 1510	Hunterdon

<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WOGL 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJJZ 106.1	Hunterdon, Middlesex
<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset
<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex
<input type="checkbox"/>		WRSU-FM 88.7	Middlesex

<input type="checkbox"/>		WWFM 89.1	Middlesex
<input type="checkbox"/>		WWPH 107.9	Middlesex
<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBLS 107.5	Middlesex, Somerset

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
Weekly			
	Nuestra Comunidad	Central/South Jersey	Spanish-Language
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American

TARGETS PARTIAL COAH REGION 3

Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input type="checkbox"/>	Desi NJ	Central Jersey	South Asian
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian Community

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION

Hunterdon County			
<input checked="" type="checkbox"/>		Merck & Co.	1 Merck Dr., Whitehouse Station
<input type="checkbox"/>		Hunterdon Medical Center	2100 Wescott Drive, Flemington, NJ 08822
<input type="checkbox"/>		Foster Wheeler	Perryville Corporate Park, Clinton, NJ 08809-4000
<input checked="" type="checkbox"/>		Chubb Insurance Co.	202 Halls Mill Rd., Whitehouse Station, NJ 08889
<input type="checkbox"/>		Exxon-Mobil Research & Engineering	1545 US Highway 22 E., Annandale, NJ 08801
<input checked="" type="checkbox"/>		New York Life	110 Cokesbury Rd, Lebanon
Middlesex County			
<input type="checkbox"/>		Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, NJ 08901
<input checked="" type="checkbox"/>		Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
<input type="checkbox"/>		Johnson & Johnson	1 Johnson & Johnson Plaza, New Brunswick
<input type="checkbox"/>		Prudential Insurance Company	44 Stelton Rd. # 130, Piscataway
<input type="checkbox"/>		Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl., New Brunswick, NJ 08901
<input type="checkbox"/>		Silverline Building Products	207 Pond Ave, Middlesex, NJ 08846
<input type="checkbox"/>		St. Peter's University Hospital	254 Easton Ave., New Brunswick
<input type="checkbox"/>		Telecordia Technology	444 Hoes Ln., Piscataway
<input type="checkbox"/>		J.F.K. Medical Center	65 James Street, Edison, NJ 08818
<input type="checkbox"/>		Raritan Bay Medical Center	530 New Brunswick Av., Perth Amboy, NJ 08861
<input type="checkbox"/>		Amerada Hess Corporation	405 Main St., Woodbridge and 679 Convery Blvd., Perth Amboy
<input type="checkbox"/>		Dow Jones & Company	54 Eddington Ln., Monroe Twp
<input type="checkbox"/>		Siemens AG	755 College Rd. E., Princeton
<input checked="" type="checkbox"/>		AT&T	1 Highway Ter., Edison
<input type="checkbox"/>		Engelhardt Corporation	101 Wood Ave. S., Metuchen
Somerset County			
<input type="checkbox"/>		AT&T	1414 Campbell St., Rahway
<input type="checkbox"/>		ABC Limousine	574 Ferry St., Newark
<input type="checkbox"/>		Bloomberg LP	1350 Liberty Ave., Hillside
<input type="checkbox"/>		Courier News	1091 Lousons Road, PO Box 271, Union, NJ
<input type="checkbox"/>		Emcore Corp.	800 Rahway Ave. Union, NJ
<input type="checkbox"/>		Ethicon, Inc.	1515 West Blancke Street, Bldgs 1501 and 1525, Linden, NJ

<input type="checkbox"/>		Fedders Corp.	27 Commerce Drive, Cranford, NJ
<input type="checkbox"/>		ICI Americas, Inc.	450 West First Ave., Roselle, NJ
<input type="checkbox"/>		ITW Electronic Component Packaging	600 Mountain Ave., Murray Hill, NJ
<input checked="" type="checkbox"/>		Johnson & Johnson	1 Merck Drive, PO Box 2000 (RY60-200E), Rahway, NJ
<input type="checkbox"/>		Tekni-Plex, Inc.	865 Stone Street, Rahway, NJ
		Ortho-Clinical Diagnostics, Inc.	1401 Park Ave. South, Linden
<input type="checkbox"/>		Hooper Holmes, Inc.	170 Mount Airy Rd., Basking Ridge, NJ 07920

3c. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	All	
Norwescap	Northwest NJ	All	
Central Jersey Housing Resource Center	Central NJ	All	

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
<input type="checkbox"/>	BUILDING
<input type="checkbox"/>	LOCATION
<input type="checkbox"/>	Middlesex County Administration Bldg.
<input type="checkbox"/>	75 Bayard Lane, New Brunswick, NJ 08903
<input type="checkbox"/>	Somerset County Admin. Bldg.
<input type="checkbox"/>	20 Grove Street, Somerville, NJ 08876
<input type="checkbox"/>	Somerset County Library Headquarters
<input type="checkbox"/>	1 Vogt Drive, Bridgewater, NJ 08807
<input type="checkbox"/>	Hunterdon County Library Headquarters
<input type="checkbox"/>	314 State Highway 12, Flemington, NJ 08822
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
Clinton Town Municipal Building, 43 Leigh Street, Clinton NJ 08809	
4c. Sales/Rental Office for units (if applicable)	

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHGRP/MONI funding).

Name (Type or Print)

Title/Municipality

Signature

Date

8.D. Municipal Housing Liaison Resolution

RESOLUTION

NO. 2009-288

ADOPTED: OCTOBER 12, 2009

WHEREAS, the Township Committee of the Township of Branchburg petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan on December 31, 2008; and


WHEREAS, the Township of Branchburg's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

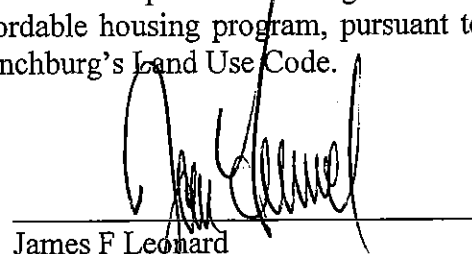
WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., the Township of Branchburg is required to appoint a Municipal Housing Liaison for the administration of the Township of Branchburg's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, the Township of Branchburg has amended Chapter 13 entitled Affordable Housing to provide for the appointment of a Municipal Housing Liaison to administer the Township of Branchburg's affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Branchburg in the County of Somerset, and the State of New Jersey that Gregory J. Bonin is hereby appointed by the Township Committee of the Township of Branchburg as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Section 13 of the Township of Branchburg's Land Use Code.

ATTEST:


Sharon L. Brienza, RMC/MMC
Township Clerk


James F. Leonard
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
LEONARD	✓			
BOUWMAN	✓			
SANFORD	✓			
SARLES	✓			
YOUNG	✓			

8.E. Administrative Agent Resolution

RESOLUTION

NO. 2018-48

ADOPTED: JANUARY 22, 2018

WHEREAS, the Governing Body of Township of Branchburg petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan on December 31, 2008; and

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., hereinafter the "Act") the Municipality is implementing a program to provide affordable housing units to low and moderate-income households desiring to live within the Municipality; and

WHEREAS, Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls shall be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Municipality has selected Gregory J. Bonin to be the Administrative Agent for the purposes of providing affordability control services for all affordable housing within the municipality, as included in this resolution; and

WHEREAS, the Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Branchburg and the provisions of N.J.A.C. 5:80-26.15;
- (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH; and
- (c) Providing referrals to an HUD approved counseling agency or agency approve by the NJ Department of Banking and Insurance to-low and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(2) Household Certification

- (a) Following up via mail with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et. seq.;
- (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- (f) Employing a random selection process as provided in the Affirmative Marketing Plan of Township of Branchburg when referring households for certification to affordable units.

(3) Affordability Controls

- (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
- (d) Communicating with lenders regarding foreclosures; and
- (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

(4) Resale and rental

- (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- (b) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

(5) Processing requests from unit owners

- (a) Reviewing and making determinations on requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- (b) Reviewing and making determinations on requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems; and
- (c) Processing requests and making determinations on requests by owners of restricted units for hardship waivers.

(6) Enforcement

- (a) Securing lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- (b) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- (c) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- (d) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- (e) Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
- (f) Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering such affordability controls; and
- (g) Providing annual reports to COAH as required.

(7) Records received, retained, retrieved, or transmitted in performance of these administrative duties may constitute public records of the Township of Branchburg as defined by N.J.S.A. 47:3-16, and are legal property of the Township of Branchburg. The Administrative Agent named in this resolution must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

The Township of Branchburg has identified the following as public records, subject to the above-cited provisions:

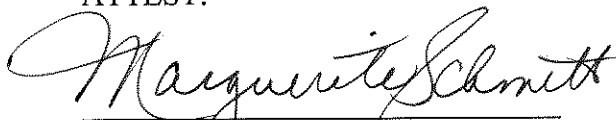
0120-0000	Affordable Housing Project File
0120-0001	Affordable Housing Project File-Approved
0120-0002	Affordable Housing Project File-Denied/Withdrawn
0120-0003	Affordable Housing Project File-Referral List
0112-0000	Affordable Housing Application File-Individual
0121-0002	Affordable Housing Application File-Certification Denied or Expired
0122-0000	Affordable Housing Unit File
0122-0001	Affordable Housing Unit File-Mailing Notification of Responsibilities
0123-0000	Affordable Housing Unit Inventory
0124-0000	Affordable Housing Trust Fund and/or Regional Contribution Agreement (RCA) Bank Account
0125-0000	Enforcement File-Projects and Units
0126-0000	Monitoring Reports-Annual Submission
0127-0000	Operations Manual

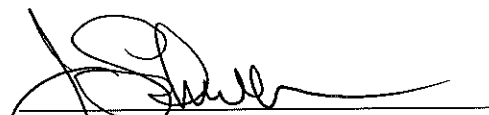
Although the Township has used its best efforts to identify all records which qualify as public records, the Township reserves the right to amend the above list from time to time as warranted.

(8) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of Township of Branchburg in the County of Somerset, and the State of New Jersey that Gregory J. Bonin is hereby appointed as the Administrative Agent for the administration of the affordable housing program.

ATTEST:


Marguerite Schmitt
Township Clerk


James Schworn
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
BEATRICE	✓			
COLUMBUS	✓			
PETRELLI	✓			
YOUNG	✓			
SCHWORN	✓			

Appendix 9. Trust Fund Documentation

9.A. Spending Plan

BRANCBURG TOWNSHIP AFFORDABLE HOUSING TRUST FUND

SPENDING PLAN: FEBRUARY 2022

INTRODUCTION

In 2008, COAH approved the Township's mandatory development fee ordinance. The 2008 ordinance included the establishment of residential development fees in the amount of 1.5% of the equalized assessed value of residential development and nonresidential development fees in the amount of 2.5% of the equalized assessed value of nonresidential development.

As of August 31, 2021, Branchburg collected a total of \$2,415,390 in development fees, payments in lieu of construction, interest, and other income. It has spent a total of \$1,415,919 leaving a balance of \$1,011,092. All development fees, payments in lieu of constructing affordable units on site, "other" income, and interest generated by the fees are deposited in one (1) separate interest-bearing account dedicated toward the creation of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow.

This updated spending plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies that will contribute to the rehabilitation program. Additionally, the Township will expend funds on municipally sponsored projects including 100% affordable housing and special needs and supportive housing, affordability assistance (including infrastructure grants), including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Third Round Judgment of Repose, Branchburg considered the following:

(a) **Development fees:** **\$660,548**

1. Residential and nonresidential projects which 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) **Payment in lieu (PIL): \$0**

Actual and committed payments in lieu of construction from developers. The Township is in receipt of a payment in lieu of construction from the Branchburg Five project, which is included in the current trust fund balance, and does not anticipate receiving other payment-in-lieu of construction through the Third Round.

(c) **Other funding sources:** **\$500,000**

Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. The Township anticipates \$500,000 from an inclusionary developer which was offered as part of the developer's agreement.

(d) Projected interest: \$4,800

Based on interest earned in recent years and projected rates of development fee revenue, Branchburg anticipates collecting \$4,800 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development fees, other sources and interest. Branchburg Township projects a subtotal of \$1,165,348 to be collected between September 2021 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, after adding the money currently in the account, is projected to be \$2,176,440. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

Table SP-1: Source of Funds – Housing Trust Fund 2021 through 2025

Year Source of Funds		2022	2023	2024	2025	2022-2025 Total
Projected Residential Development	\$1,011,092 Starting Balance (September 2021)	\$49.5k	\$49.5k	\$49.5k	\$49.5k	\$198.1k
Projected Non- Residential Development		\$115.57k	\$115.57k	\$115.57k	\$115.57k	\$462.3k
Other Contributions		\$500K	-	-	-	\$500k
Interest		\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Total		\$666.27k	\$166.27k	\$166.27k	\$166.27k	\$1.165M

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

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

a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with N.J.S.A. 40:55D-8.1 through 8.7.

b) Distribution of development fee revenues:

The governing body may hear and decide upon a request for development fee revenues for the purpose of creating affordable housing. The governing body reviews the request for consistency with the Spending Plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

a) Rehabilitation: \$160,000

Branchburg Township has a 12-unit rehabilitation obligation, of which 10 units have been rehabilitated since April 2010. The Township intends to satisfy at least 2 units through participation in the Township Rehabilitation Program. The Township will devote the funds, averaging 20,000 per unit, for rehabilitation assistance to the upgrade of a substandard unit for income-eligible homeowners qualified through the county program in accordance with N.J.A.C. 5:93-5.2. There is an anticipation that 2 units per year will be rehabilitated through the Township program and the Township will devote a minimum of \$160,000 toward the rehabilitation program by the end of 2025.

b) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

Branchburg Township is required to spend a minimum of 30 percent of development fee revenue to render affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households with incomes less than 30 percent of the regional median income). The actual affordability assistance minimums should be calculated based on actual revenues.

Table SP-2: Projected Minimum Affordability Assistance

Projected Minimum Affordability Assistance Requirement		
Actual Development Fees Collected through 8/31/21		\$2,137,068
Actual Interest earned through 8/31/21	+	\$48,111
Development Fees Projected 2022-2025	+	\$660,548
Interest Projected 2022-2025	+	\$4,800
Less Housing Activity Expenditures per N.J.A.C. 5:93-8.16(c) including new construction + rehabilitation	-	\$786,416
Total	=	\$2,064,111
30 Percent Requirement	x 0.30 =	\$619,233
Less Affordability Assistance Expenditures through 8/31/21	-	\$180,00
Projected Minimum Affordability Assistance Requirement	=	\$439,233
Projected Minimum Very Low-Income Requirement	÷ 3 =	\$146,411

Based on fees and interest collected to date and projected revenues, Branchburg Township must dedicate at least \$439,233 from the affordable housing trust fund to render units more affordable, including \$146,411 to render units more affordable to households with income at 30 percent or less of median income by region. Given the number of new affordable housing units to be built before the end of 2025 in the new inclusionary developments, the Township will dedicate \$1,388,640 to the affordability assistance program to aid in the rental and purchase of very-low, low and moderate income units. Please refer to the affordability assistance program manual provided as an appendix to the Spending Plan for details of how the affordability assistance funds are anticipated to be used. It may use a variety of vehicles to do this including, but not limited to the following:

- Emergency Repair Program;
- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Moving expenses;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

The Township will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of very-low-, low- and moderate-income programs can take advantage of affordability assistance programs. Additionally, the Township will work with affordable housing providers to convert low income units to very low-income units.

c) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

Branchburg Township may use Affordable Housing Trust Fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

Table SP-3: Projected Administrative Expenses

Projected Administrative Expenses		
Actual Development Fees Collected through 08/31/21		\$2,137,068
Actual Interest Collected through 08/31/21	+	\$48,111
Payments-in-lieu of construction and other deposits through 7/17/2008	+	\$0.00
Development Fees Projected 2022-2025	+	\$660,548
Other Deposits Projected 2022-2025		\$500,00
Interest Projected 2022-2025	+	\$4,800
Total	=	\$3,350,527
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	\$670,105
Less Administrative Expenditures through 10/31/19	–	\$297,252
Projected Allowed Administrative Expenditures	=	\$372,853

Branchburg Township projects that \$372,853 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Township Attorney, Engineer, and Planner fees related to plan preparation and implementation, and to obtaining Judgment of Compliance and Repose;
- Administration fees related to rehabilitation, extension of expiring controls, affordability assistance programs, and municipally-sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of Township's Affordable Housing Units.

EXPENDITURE SCHEDULE

Branchburg Township intends to use Affordable Housing Trust Fund revenues for its rehabilitation program, municipally-sponsored construction projects, affordability assistance including the creation of very-low income units and making existing units more affordable, and administrative expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.

Table SP-4: Projected Expenditure Schedule 2021 Through 2025

Program	Units	2022	2023	2024	2025	Total
Rehabilitation	2	\$40k	\$40k	\$40k	\$40k	\$160k
Affordability Assistance		\$123.3k	\$123.3k	\$123.3k	\$123.3k	\$1.488M
Administration		\$93.2k	\$93.2k	\$93.2k	\$93.2k	\$372.8k
Municipally Sponsored Projects (Genesis or alternate and Midland)		\$25k	\$180k	\$25k	\$25k	\$255k
TOTAL		\$281.5	\$436.5	\$281.5	\$281.5	\$2.27M

EXCESS OR SHORTFALL OF FUNDS

In the event that funds exceed projected expenditures, the Township will devote any excess funds on additional affordability assistance above the 30 percent minimum requirement. Alternatively, the Township reserves the opportunity to amend its Housing Element and Fair Share Plan, as well as this Spending Plan, to create and/or fund additional affordable housing opportunities.

SUMMARY

The Township of Branchburg intends to spend Affordable Housing Trust Fund revenues pursuant to the regulations governing such funds and consistent with the housing programs outlined in the 2020 Third Round Housing Plan Element and Fair Share Plan. Branchburg had a balance of \$1,011,092 as of August 2021 and anticipates an additional \$1,165,348 in revenues before the expiration of a Third Round Judgment of Repose for a total of \$2,176,440. The Township may expend up to \$372,853 of Trust Funds on administrative costs during the period of repose. At this time, the Township estimates that approximately \$1,388,640 of Trust Funds will be spent to create very low-income units, and to make units more affordable.

Spending Plan Summary	
Revenues	
Balance as of August 31, 2021	\$1,011,092
Projected Revenue from 2022 through 2025	
1. Development Fees	+ \$660,548
2. Payments-In-Lieu of Construction	+ \$0.00
3. Other Funds	+ \$500,000
Interest	+ \$4,800
Total Projected Balance	= \$2,176,440
Expenditures	
Funds Used for Rehabilitation	- \$160,000
Affordability Assistance	- \$1,388,640
Municipally Sponsored Program	- \$255,000
Administration	- \$372,800
Total Projected Expenditures	= \$2,176,440
Remaining Balance	= \$0

BRANCBURG TOWNSHIP AFFORDABLE HOUSING TRUST FUND

APPENDIX TO SPENDING PLAN: FEBRUARY 2022

FOR-SALE UNIT AFFORDABILITY ASSISTANCE PROGRAM AND RENTAL UNIT AFFORDABILITY ASSISTANCE PROGRAM

FOR-SALE UNIT AFFORDABILITY ASSISTANCE PROGRAM

Down Payment Loan Program

The Township may offer a Down Payment Assistance Loan program to qualified purchasers of households earning 80% or less of median income of the housing region. To be eligible for the loan, the qualified Buyer must be able to supply 3% of the down payment with the Buyer's own funds, plus additional closing costs that exceed the amount of the loan. No gifts or other loans may be used to fund the 3% down payment amount, but may be used to fund additional closing costs. The loan amount may be made up to ten percent (10%) of the purchase price.

The Township must approve the Buyer's qualifications and need for the loan. The loan has no prepayment penalty. It is due and payable when the Buyer resells, borrows against the property or refinances the First Purchase Money Mortgage. The loan may be subordinated only to the First Purchase Money Mortgage. When calculating the borrowing capacity of the homeowner and the equity in the property, this loan must be included. The Buyer must sign a mortgage and mortgage note to the Township.

Payment of Closing Costs

Eligible Buyers may receive payment of closing costs, i.e., title work and policy, reasonable attorney's fees for closing of title, preparation of survey, homeowners insurance, recording fees and other necessary closing expenses to third parties, not to exceed one thousand five hundred dollars (\$1,500.) per unit. This assistance shall be in the form of a grant. Total buyer assistance grants, which include Payment of Closing Costs and Payment of Lender Fees, shall not exceed three thousand dollars (\$3,000) per unit. Utility deposits, i.e., gas and electric, paid to utility companies are to be returned to the Township Affordable Housing Trust Fund upon resale of the unit. The buyer will execute documents required to secure payment to Branchburg Township.

Payment of Lender Fees

Eligible Buyers may receive payment of lender fees, i.e., mortgage points, application fees, appraisal fees, bank attorney review fees, and necessary mortgage closing expenses,

not to exceed one thousand five hundred dollars (\$1,500.) per unit. This assistance shall be in the form of a grant. Total buyer assistance grants, which include Payment of Closing Costs and Payment of Lender Fees, shall not exceed three thousand dollars (\$3000) per unit.

Administration

Branchburg's Affordability Assistance Programs is managed by the Branchburg Township Affordable Housing Administrative Agent. The availability of the program shall be advertised continually on the Township's website. The following administrative process is applied to the For-Sale Unit Affordability Assistance Program:

1. The Buyer contacts the Administrative Agent to confirm that he/she wants to receive Down Payment Assistance.
2. The Buyer must present proof to the Administrative Agent that he/she is qualified for Affordable Housing in the Branchburg Township.
3. Buyer must produce an exact copy of a signed Real Estate Contract for an affordable housing unit in Branchburg Township, which indicates clearly the full amount of the purchase price. Buyer must provide the Administrative Agent with the full name, address, phone number, and fax number of the Buyer's Attorney or Settlement Agent so that the Attorney or Settlement Agent can review and approve any and all documents required for the loan.
4. The Administrative Agent contacts the Realtor or Developer for confirmation of the sale of the unit, and the name of the Attorney handling the sale for the Developer at closing.
5. The amount of the Down Payment Assistance loan is verified (not to exceed ten percent of the Purchase Price) so that a Mortgage Note, Mortgage, and Repayment Agreement can be prepared by the Administrative Agent.
6. The amount of the Down Payment Assistance must be disclosed to the Lender, so that the Lender can accurately prepare the First Mortgage documents. The Buyer must give a copy of the First Mortgage Commitment to the Administrative Agent upon receipt of same, so that the Lender can receive full information about the Down Payment Assistance Loan, which shall constitute a Second Mortgage on the premises. The Lender must approve the secondary financing. The Branchburg Township Affordable Housing Attorney will contact the Lender once the Affordable Housing Attorney has a copy of the First Mortgage Commitment.
7. The Branchburg Township Finance Department will generate the necessary forms and obtain Branchburg Township Council approval for it to issue an Affordable Housing Trust Fund check payable to the Seller's Attorney or Settlement Agent, so that the Down

Payment Assistance check can be deposited into the Seller's Attorney Trust Account or Settlement Agent Trust Account pending Closing of Title. The letter and check to the Seller's Attorney or Settlement Agent shall state that the deposit money must be returned to the Branchburg Township if the closing is canceled, or if the sale is declared null and void. If there is a Closing of Title, the Down Payment Assistance money shall be released to the Seller. This money shall be shown on the Closing Statement as a deposit, with credit given at closing to the Buyer. The Buyer must fully execute the Mortgage Note, Mortgage, and Repayment Agreement at the Closing of Title before any money is released.

8. The Seller's Attorney or Settlement Agent shall verify that the Mortgage Note, Mortgage, and Repayment Agreement have been properly executed, and shall file the original Mortgage with the County Clerk to protect the Branchburg Township Second Mortgage on the property and return the Filed Mortgage to Affordable Housing Attorney along with the original Mortgage Note and Repayment Agreement.

RENTAL UNIT AFFORDABILITY ASSISTANCE PROGRAM

Rental Assistance

Branchburg Township may offer a Rental Assistance Program that is managed by the Administrative Agent. Eligible recipients of the program are renters who qualify for a very-low, low- or moderate-income rental unit. The following assistance is available to very-low, low- and moderate-income households:

1. Payment of "moving expenses" based upon verified receipts, in an amount not to exceed one thousand five hundred dollars (\$1,500.) per family.
2. Rent subsidies based upon size of household and number of bedrooms in apartment
 - a) One-bedroom, low-income unit -\$55 per month subsidy.
 - b) One-bedroom, moderate-income unit -\$100 per month subsidy.
 - c) Two-bedroom, low-income unit -\$100 per month subsidy.
 - d) Two-bedroom, moderate-income unit -\$200 per month subsidy.
 - e) Three-bedroom, low-income unit --\$150 per month subsidy.
 - f) Three-bedroom, moderate-income units --\$250 per month subsidy

The following assistance is available to very low-income households:

1. Payment of "moving expenses" based upon verified receipts, in an amount not to exceed one thousand five hundred dollars (\$1,500) per household.
2. Rental security deposit -Deposits paid to landlord to be returned to the Township's Affordable Housing Trust Fund upon termination of tenancy.
3. Rent subsidies based upon size of household and number of bedrooms in apartment
 - a) One-bedroom -\$75 per month subsidy.
 - b) Two-bedroom -\$125 per month subsidy.
 - c) Three-bedroom --\$175 per month subsidy,

Rental assistance does not need to be repaid by the tenant. The amount of the rental supplement will be calculated initially based on the tenant's actual income and the rent level of the affordable units to help bring the total shelter costs down to 30% of the total household income or lower, if warranted by the particular household circumstances. If the tenant wishes to renew the lease, he/she must be re-income qualified and the rental supplement will be recalculated. If the tenant no longer qualifies for the rental assistance, he/she may renew the lease and stay in the unit, but will no longer receive rental assistance.

Administration

Branchburg Township's Rental Unit Affordability Assistance Programs will be administered by the Administrative Agent. The availability of the program shall be advertised continually on the Township's website. After an applicant is income qualified by the Administrative Agent pursuant to the Uniform Housing Affordability Controls, the applicant will complete and provide an affordability assistance application to the Administrative Agent.

For qualified and approved payment of moving expense, the Administrative Agent will follow the Township purchasing and requisition process for generating a check that is made out to the applicant. Once the check is produced, the Administrative Agent provides it to the applicant.

For qualified and approved payment of utility deposit, the Administrative Agent follows the Township purchasing and requisition process for generating a check that is made out to the utility company. Once the check is produced, the Administrative Agent provides it to the applicant for payment to the utility company.

The affordability assistance recipient will sign a contract with Branchburg Township which states, at a minimum: the amount of funds granted, interest information, procedures, duration and conditions of affordability assistance, and repayment information if required.

The availability of any Affordability Assistance Programs must be noticed to all tenants of affordable units within Branchburg Township and provided to all administrative agents of affordable units within Branchburg Township and advertised on the Township's website.

An income eligible occupant or applicant for an affordable unit within Township may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.

9.B. Intent to Fund Resolution

RESOLUTION

NO. 2022-50

ADOPTED: JANUARY 24, 2022

RESOLUTION OF INTENT TO APPROPRIATE FUNDS OR ISSUE BONDS TO PROVIDE FUNDING NECESSARY TO SATISFY THE AFFORDABLE HOUSING COMPLIANCE MECHANISMS SET FORTH IN THE TOWNSHIP OF BRANCHBURG'S ADOPTED HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, on February 5, 2020, the Superior Court approved the Settlement Agreements between the Township of Branchburg and Fair Share Housing Center ("FSHC") which included the Township's preliminary compliance measures; and

WHEREAS, the Branchburg Township Planning Board adopted a Housing Element and Fair Share Plan which fully addresses the Township's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, the Township Committee adopted a Resolution endorsing the Housing Element and Fair Share Plan; and

WHEREAS, the Township's Housing Element and Fair Share Plan includes a number of compliance mechanisms, such as a Rehabilitation Program to be administered by the Township, 100% and municipally sponsored projects, extension of controls, inclusionary projects, inclusionary zoning and supportive and special needs housing; and

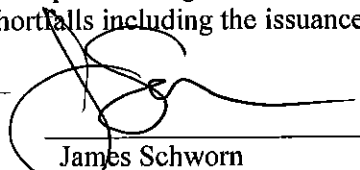
WHEREAS, the Township anticipates the funding to implement the compliance mechanisms set forth in its adopted Housing Element and Fair Share Plan will come from funds in the Township's Affordable Housing Trust Fund and from the collection of fees in accordance with the Township's Development Fee Ordinance; and

WHEREAS, in the event these funding sources prove inadequate to complete the affordable housing programs included in the Township's Housing Element and Fair Share Plan, the Township shall provide sufficient funding to address any shortfalls including the issuance of bonds to the extent consistent with and required by law.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey, that the Township hereby anticipates the funding to implement the compliance mechanisms set forth in its adopted Housing Element and Fair Share Plan will come from funds in the Township's Affordable Housing Trust Fund and from the collection of fees in accordance with the Township's Development Fee Ordinance and in the event these funding sources prove inadequate to complete the affordable housing programs included in the Township's Housing Element and Fair Share Plan, the Township shall provide sufficient funding to address any shortfalls including the issuance of bonds to the extent consistent with and required by law.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


James Schworn
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	✓			
COLUMBUS	✓			
OWENS	✓			
SCHWORN	✓			
BEATRICE	✓			