

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

RESOLUTION

NO. 2019-192

ADOPTED: AUGUST 26, 2019

WHEREAS, the Township of Branchburg filed a Declaratory Judgment Action on July 1, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and 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 the date of the settlement; and

WHEREAS, through the declaratory judgment process, the Township and Fair Share Housing Center have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review and approve following a fairness hearing; and

WHEREAS, the Township through the adoption of a Housing Element and Fair Share Plan conforming with the terms of the attached Agreement (hereafter "the Plan") and through the implementation of the Plan, 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).

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Branchburg, County of Somerset, State of New Jersey that the Township Committee hereby authorizes and approves of the attached Affordable Housing Compliance Plan and Settlement Agreement with Fair Share Housing Center and the execution thereof on behalf of the Township.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Anna Columbus
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
YOUNG	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHWORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BEATRICE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PETRELLI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COLUMBUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Committee of the Township of Branchburg, County of Somerset at their meeting held in the Meeting Room of the Municipal Complex, 1077 US Highway 202 North, Branchburg, NJ 08876.

Marguerite Schmitt, RMC
Township Clerk

Woolson Anderson Peach

A Professional Corporation • Attorneys at Law

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

August 21, 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 1985, 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.

Settlement terms

Branchburg and FSHC hereby agree to the following terms:

1. FSHC 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. FSHC 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

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

Affordable Housing Compliance Plan attached hereto as Exhibit A. 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 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 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.

13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/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.

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. 2015) (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:

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. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (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, 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 Exhibit 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 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 FSHC:

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

Woolson Anderson Peach
A Professional Corporation

Adam Gordon Esq.

Page 12
August 21, 2019

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: _____

Exhibit A

BRANCBURG 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 Mechanisms	Total New	VL Units	VL Units	Credits	Bonuses	Total
000-Unit - Third Round Obligation (1999-2025)	Units	Senior/SN	Family			
Credits from Prior Round						
Cedar Brook*				14		14
Group Homes - by bedrooms						
Summit Green - supportive living bedrooms	13	16		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	92	22	114
Judelson/Glen Willow	475	8	9			
Senior for sale				26		26
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				Required	Provided	
Min. Total Family 50% of obligation-bonus				375	397	
Min. Very Low Required - 13% of units developed after 7/17/2008				98	103	
Min. Very Low Family Required- 50% of Total VL				49	50	
Min. Total Rental - 25% of obligation				250	586	
Min. Family Rental - 50% of total rental				125	268	
Maximum Senior - 25% of obligation				250	244	

* 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

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

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

TOWNSHIP OF BRANCBURG PLANNING BOARD

RESOLUTION

ADOPTING THE 2020 THIRD ROUND HOUSING PLAN ELEMENT & FAIR SHARE PLAN

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Township of Branchburg, County of Somerset, State of New Jersey (the "Board"), held a public hearing on a proposed Third Round Housing Plan Element and Fair Share Plan on _____; and

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 1, 2015, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on February 5, 2020, the Honorable Thomas C. Miller, P.J.Civ., issued a Court Order approving a Settlement Agreement between the Township and Fair Share Housing Center that established the Township's fair share obligation and approved the Township's compliance mechanisms; and

WHEREAS, the Settlement Agreement requires that the Township of Branchburg adopt a Housing Element and Fair Share Plan that is consistent with said Settlement Agreement; and

WHEREAS, upon the conclusion of the public hearing, the Board determined that the proposed Third Round Housing Plan Element and Fair Share Plan are consistent with the goals and objectives of the Township of Branchburg's Master Plan, 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, and are designed to achieve and the adoption and implementation of the proposed Third Round Housing Plan Element and Fair Share Plan will achieve access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

NOW THEREFORE BE IT RESOLVED, by motion duly made and seconded, that the Planning Board of the Township of Branchburg, County of Somerset, State of New Jersey, hereby adopts the Third Round Housing Plan Element and Fair Share Plan.

I hereby certify that this is a true copy of the resolution adopting the amended Housing Plan Element and Fair Share Plan of the Township of Branchburg, County of Somerset on _____, 2019.

Jo-Ann M. Ricks, Board Secretary

Appendix 3. Governing Body Resolution

RESOLUTION ENDORSING A THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, on _____, the Branchburg Township’s Planning Board adopted an Amended Housing Element and Fair Share Plan that addresses the Borough’s Rehabilitation Need, Prior Round and Third Round “fair share” obligations; and

WHEREAS, the Township Committee had endorsed a 2010 plan; and

WHEREAS, the New Jersey Supreme Court invalidated COAH’s Third Round rules and ordered COAH to adopt new rules based upon its Prior Round rules and methodologies (see In re Adoption of N.J.A.C. 5:96 and 5:97, 215 N.J. 578 (2013)); and

WHEREAS, COAH failed to adopt new rules, and on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 1, 2015, the Borough submitted a Declaratory Judgement Action to the New Jersey Superior Court; and

WHEREAS, on February 5, 2020 the Superior Court approved the Settlement Agreement between the Borough of Oceanport and Fair Share Housing Center (FSHC) which included the Borough’s preliminary compliance measures; and

WHEREAS, the Borough’s Affordable Housing Planning Consultant Kendra Lelie, PP, AICP, LLA of Kyle + McManus Associates, LLC, prepared a Third Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Housing Element and Fair Share Plan and adopted the Plan on _____; and

WHEREAS, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a), requires that the Township Committee endorse the Third Round Housing Element and Fair Share Plan adopted by the Planning Board.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Branchburg Township in the County of Oceanport, and the State of New Jersey hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board on _____.

Maggie Schmitt
Borough Clerk

Appendix 4. Housing, Demographic & Employment Analysis

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

TABLE OF FIGURES

Table 1: Population Trends in Branchburg Township, Somerset County and New Jersey, 1930 to 2010	3
Table 2: Population by Age and Sex in Branchburg Township, 2010.....	4
Table 3: Population Change by Age in Branchburg Township, 2000 and 2010	4
Table 4: Comparison of Persons in Household for Branchburg Township, Somerset County and New Jersey, 2010...	5
Table 5: Persons by Household Type and Relationship for Branchburg Township, Somerset County and New Jersey, 2010	6
Table 6: Educational Attainment (of persons 25 years and over) for Branchburg Township, Somerset County and New Jersey, 2018	7
Table 7: Comparison of Incomes for Branchburg Township, Somerset County and New Jersey, 2018	7
Table 8 : Comparison of Household Income for Branchburg Township, Somerset County and New Jersey, 2018	8
Table 9: Poverty Status in the Past 12 Months for Branchburg Township, Somerset County and New Jersey, 2018 ..	9
Table 10: 10-year Trend in Employment and Labor Force for Branchburg Township, 2009-2018.....	10
Table 11: Comparison of 10-year Trend in Unemployment Rates for Branchburg Township, Somerset County and New Jersey, 2009-2018.....	10
Table 12: Class of Worker for Branchburg Township, Somerset County and New Jersey, 2018.....	11
Table 13: Occupations for Branchburg Township, Somerset County and New Jersey, 2018	11
Table 14: Industries for Branchburg Township, Somerset County and New Jersey, 2018	12
Table 15: Government and Private Employment and Wages in Branchburg Township, 2018.....	13
Table 16: Means of Transportation to Work (of workers 16 years old and over) for Branchburg Township, Somerset County and New Jersey, 2018	14
Table 17: Travel Time to Work (of workers 16 years old and over) for Branchburg Township, Somerset County and New Jersey, 2018	14
Table 18: Vehicles Available (to workers 16 years old and over) for Branchburg Township, Somerset County and New Jersey, 2018	15
Table 19: Comparison of Unit Occupancy Status for Branchburg Township, Somerset County and New Jersey, 2018	16
Table 20: Units in Structure by Tenure for Occupied Units for Branchburg Township, 2018	17
Table 21: Comparison of Units in Structure for Occupied Units for Branchburg Township, Somerset County and New Jersey, 2018	17
Table 22: Year Structure Built by Tenure for Occupied Housing Units, Branchburg Township, 2018.....	18

Table 23: Comparison of Year of Construction for Occupied Housing Units in Branchburg Township, Somerset County and New Jersey, 2018.....	18
Table 24: Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Branchburg Township, 2018...	19
Table 25: Comparison of Occupied Housing Units by Number of Bedrooms in Branchburg Township, Somerset County and New Jersey, 2018.....	19
Table 26: Comparison of Housing Quality Indicators for Occupied Housing Units in Branchburg Township, Somerset County and New Jersey, 2018	20
Table 27: Units in Structure by Tenure for All Housing Units for Branchburg Township, 2018	21
Table 28: Number of Bedrooms per Unit for All Housing Units for Branchburg Township, 2018.....	22
Table 29: Year Structure Built for All Housing Units, Branchburg Township, 2018.....	22
Table 30: Comparison of Year Householder Moved into the Housing Unit for Branchburg Township, Somerset County and New Jersey, 2018.....	23
Table 31: Comparison of Value for All Owner-Occupied Housing Units for Branchburg Township, Somerset County and New Jersey, 2018.....	23
Table 32: Comparison of Average Residential Sales Price for Branchburg Township and Somerset County, 1994-2019	24
Table 33: Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months for Branchburg Township, 2018	25
Table 34: Comparison of Selected Monthly Owner Costs as a Percentage of Household Income for Branchburg Township, Somerset County and New Jersey, 2018.....	26
Table 35: Comparison of Gross Rent for Renter-Occupied Housing Units for Branchburg Township, Somerset County and New Jersey, 2018.....	27
Table 36: Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months for Branchburg Township, 2018.....	27
Table 37: Comparison of Gross Rent as a Percentage of Household Income for Branchburg Township, Somerset County and New Jersey, 2018	28
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.....	29
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.....	30
Table 40: Comparison of Housing Units Demolished in Branchburg Township and Somerset County, 2004-2018 and 15-year and 10-year total and averages.....	31
Table 41: Comparison of Non-Residential Construction Permitted (in square feet) in Branchburg Township and Somerset County, 2000-2018 and 15-year and 10-year total and averages	32
Table 42: Long-term Population, Household and Employment Forecasts, Branchburg Township and Somerset County, 2015-2045.....	33
Table 43: Building Permits Issued, Demolitions and New Housing Projection for Branchburg Township, 2018	34

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	Branchburg Township		Somerset County		New Jersey	
	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	Branchburg Township		Somerset County		New Jersey	
	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

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

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 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

Range of Line Items: 15-00987 1 to 15-00987 1
 Range of Dates: First to Last
 Range of First Enc Dates: First to Last
 Range of System Dates: First to Last
 Range of User Ids: First to Last

Change Transactions: Y
 Delete Line: Y
 Open to Rcvd, Held, or Aprv: Y
 Void Check: Y
 Paid to Open (Blanket Ctrl): Y

New Line: Y
 Open to Void: Y
 Rcvd, Held, or Aprv to Open: Y
 End of Year: Y
 Open to Paid (Blanket Ctrl): Y

Change Line: Y
 Void to Open: Y
 Pay Check: 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
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

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
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
15-00199	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

Branchburg Housing Rehabilitation Program (BHRP)

ATTENTION TOWNSHIP HOMEOWNERS

YOU MAY BE ELIGIBLE FOR A \$20,000 INTEREST FREE HOME IMPROVEMENT LOAN WITH NO MONTHLY PAYMENTS

(Loan is repaid only when your house is sold or title transferred)

MONEY MAY BE USED FOR NECESSARY REPAIR OR REPLACEMENT OF:

Roofs & Gutters	Heating Systems
Doors & Windows	Electrical Systems
Indoor Plumbing	Painting or Siding
Insulation	Structural Problems

APPLICANT MUST OWN THEIR HOME.
TOTAL HOUSEHOLD INCOME MUST BE WITHIN THESE LIMITS:

Persons in Household	1	2	3	4	5	6	7	8+
Maximum Income	\$58,800	\$67,200	\$75,600	\$84,000	\$90,720	\$97,440	\$104,150	\$110,880

Just fill out this Preliminary Application as soon as possible and bring it or mail it to:
Branchburg Housing Rehabilitation Program (BHRP)
Attn: Kayla Alexander
Municipal Building, 1077 US Highway 202 North
Branchburg, NJ 08876

Applications are processed on a first come, first served basis

Name: _____ Home phone # _____

Street Address: _____ ☐ Work ☐ Cell phone # _____

Type of home: Single ☐ Duplex ☐ 3+ ☐ Email _____

Name(s) on Deed (1) _____ (2) _____

Total # of persons in your household _____ 2017 Total Family Income \$ _____

Our Gross Family Income is below the maximum on the chart above. Yes ☐ No ☐

The total of all liens on this property is less than its current value. Yes ☐ No ☐

For additional information, call BHRP Coordinator, Steve Weinberg, at his office - 732-485-0756.

I/we certify that all information on this preapplication is true and correct to the best of my/our knowledge. I/we understand that any willful misstatement of material fact may be grounds for disqualification.

Applicant Signature _____ Date _____

Co-Applicant signature _____

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

Range of Line Items: 15-00455 1 to 15-00455 1 Change Transactions: 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

Range of Line Items: 15-00987 1 to 15-00987 1
 Range of Dates: First to Last
 Range of First Enc Dates: First to Last
 Range of System Dates: First to Last
 Range of User Ids: First to Last

Change Transactions: Y
 Delete Line: Y
 Open to Rcvd, Held, or Aprv: Y
 Void Check: Y
 Paid to Open (Blanket Ctrl): Y

New Line: Y
 Open to Void: Y
 Rcvd, Held, or Aprv to Open: Y
 End of Year: Y
 Open to Paid (Blanket Ctrl): Y

Change Line: Y
 Void to Open: Y
 Pay Check: 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
Date Chg Seq Acct Seq Field Name Status 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

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
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
15-00199	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

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

Encumbrance Summary By Date:

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

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

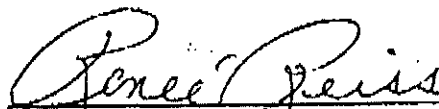
BE IT FURTHER RESOLVED that New Brunswick City shall establish a separate account for all monies received from Branchburg Township pursuant to the RCA; and

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

RECORDED/FILED
SUNSHINE COUNTY
1992 JUL 23 A 10 12
R.P. WIDM. CLERK

22923

AFFORDABLE HOUSING PLAN

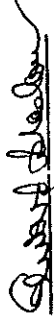
FOR

CEDAR BROOK AT BRANCHBURG CONDOMINIUM

A RESIDENTIAL DEVELOPMENT OF

K. HOVNANIAN AT BRANCHBURG III, INC.

Prepared By:



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

1866 Pg 256

<u>Page</u>	<u>Index</u>
1.	Introduction: Initial Sales Prices 1
2.	Part of Association 1
3.	Floor Plans 1
4.	Location 2
5.	Condominium Charges and Assessments 2
6.	Deeds of Conveyance Provisions 2
7.	Affordable Housing Agreement 3
8.	Covenants Running with Land 3
9.	Agreement 3

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.

BR 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.

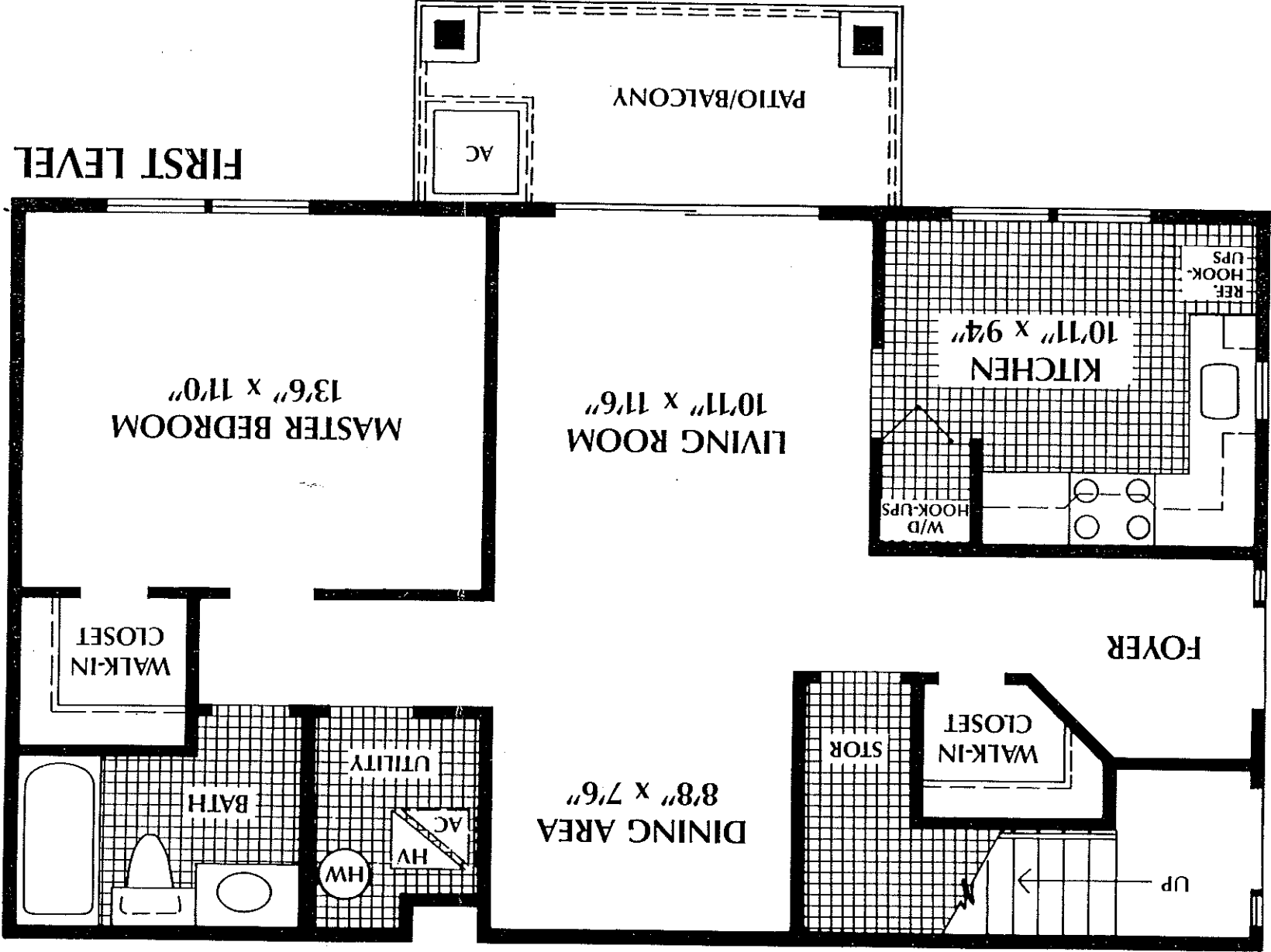
The above clause shall be in addition to the clause stating that the Unit is subject to the provisions of the Master Deed for Cedar Brook at Branchburg

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.

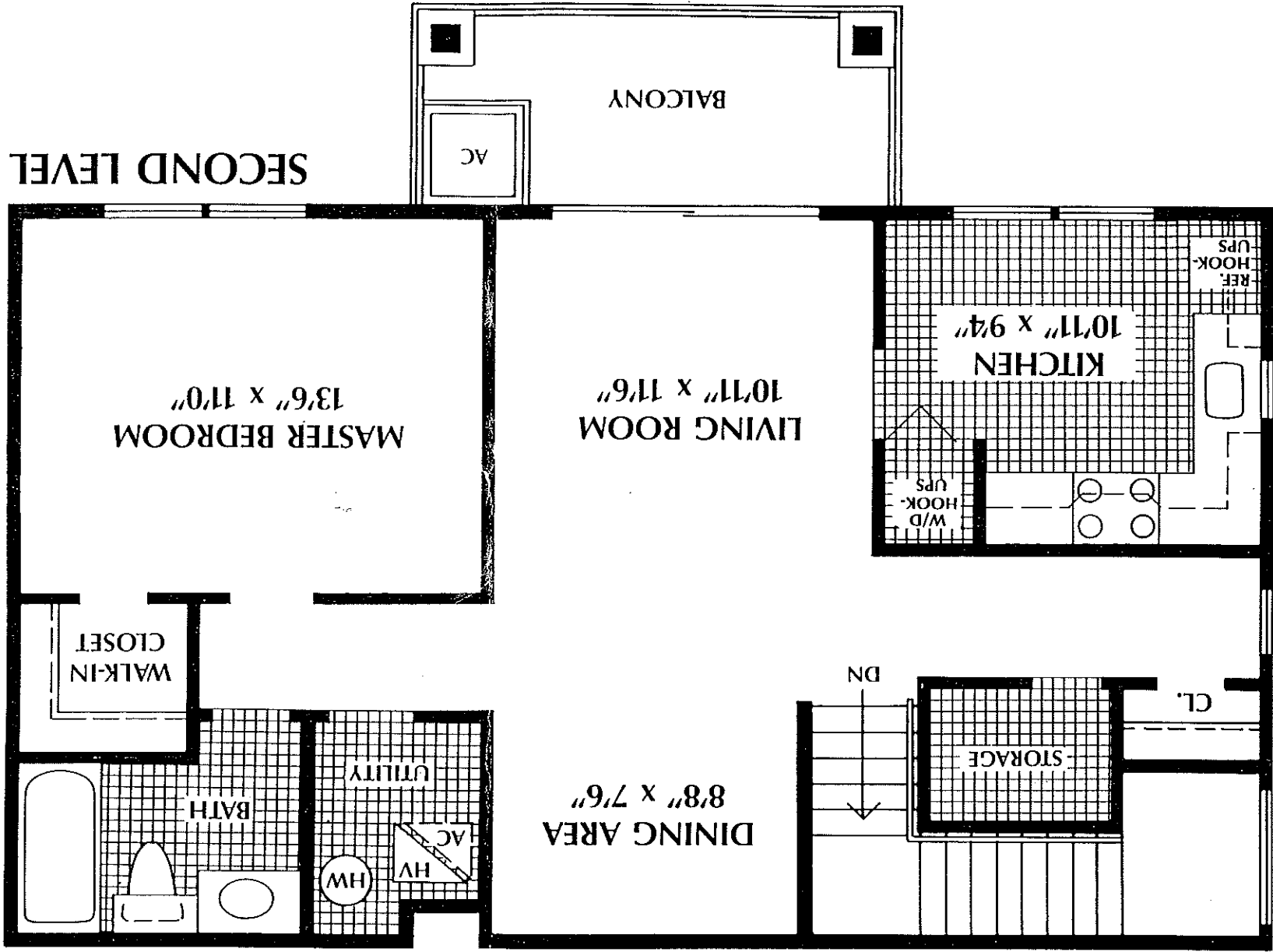


ALL DIMENSIONS ARE APPROXIMATE.

Exhibit A

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ML 770

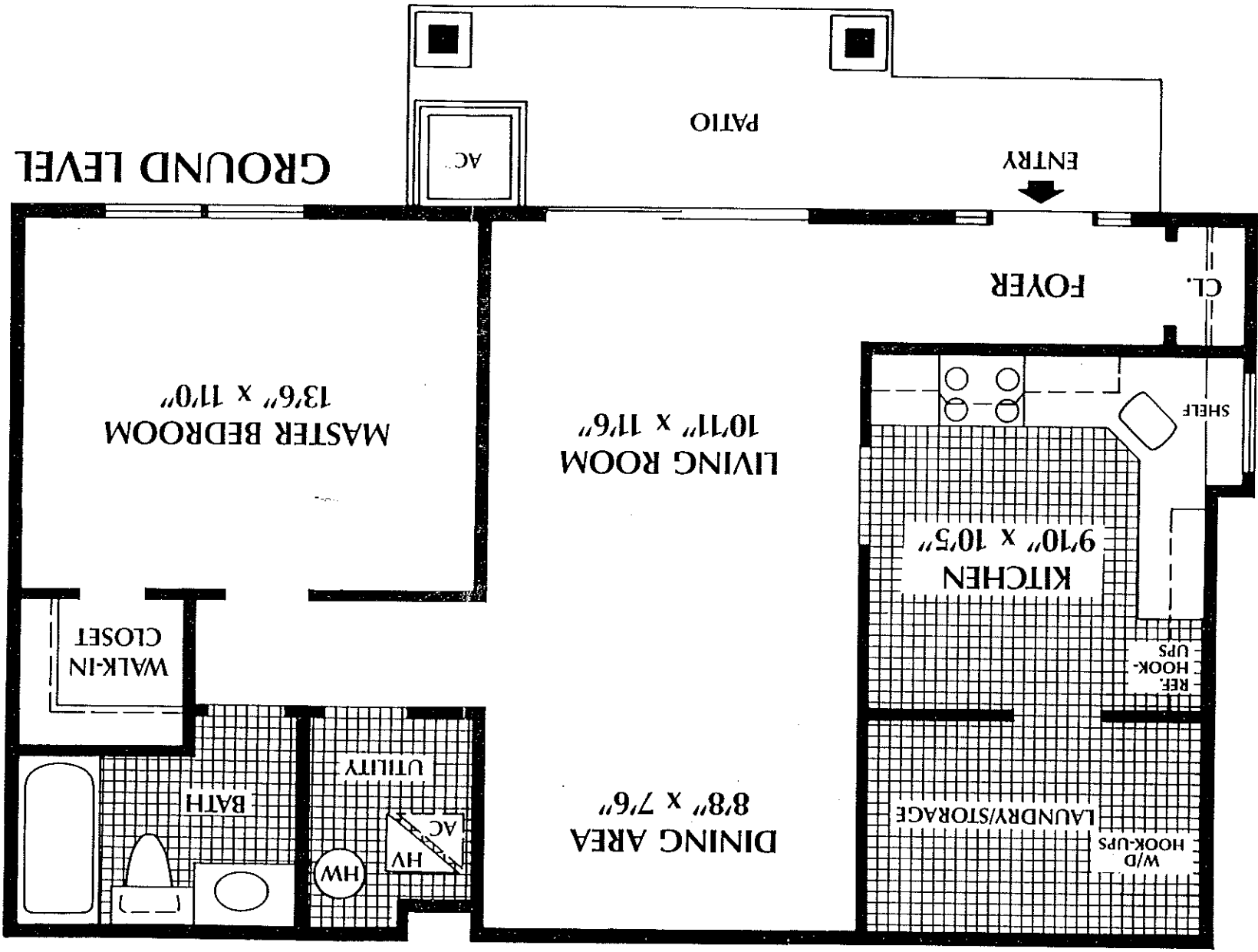


K. HOVANANIAN AT BRANCHBURG III, INC.

ALL DIMENSIONS ARE APPROXIMATE.

Exhibit A-1

BK 1866Pe262



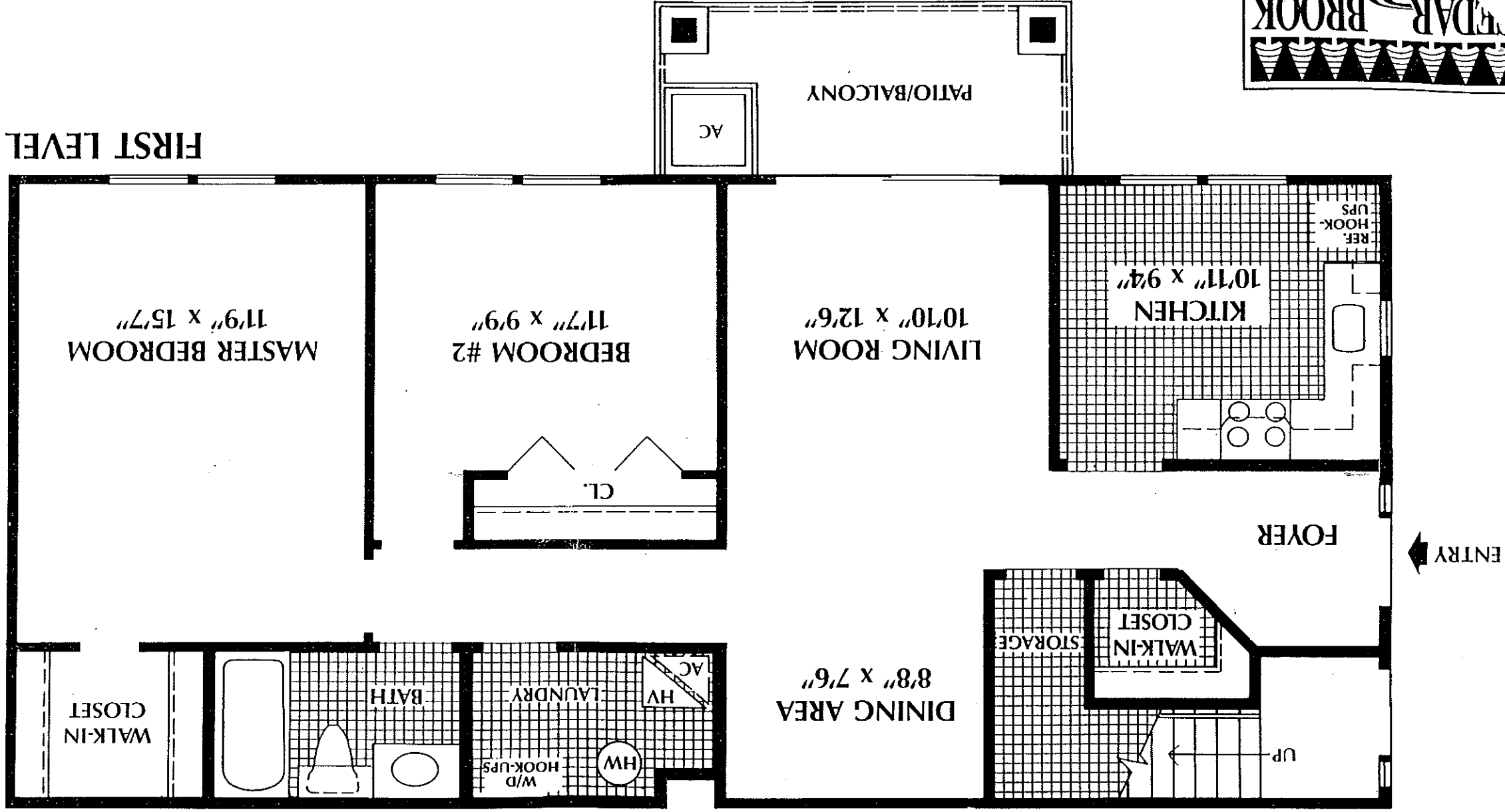
ALL DIMENSIONS ARE APPROXIMATE.

ML 770

Exhibit A-2

BK 1866Pc263

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.

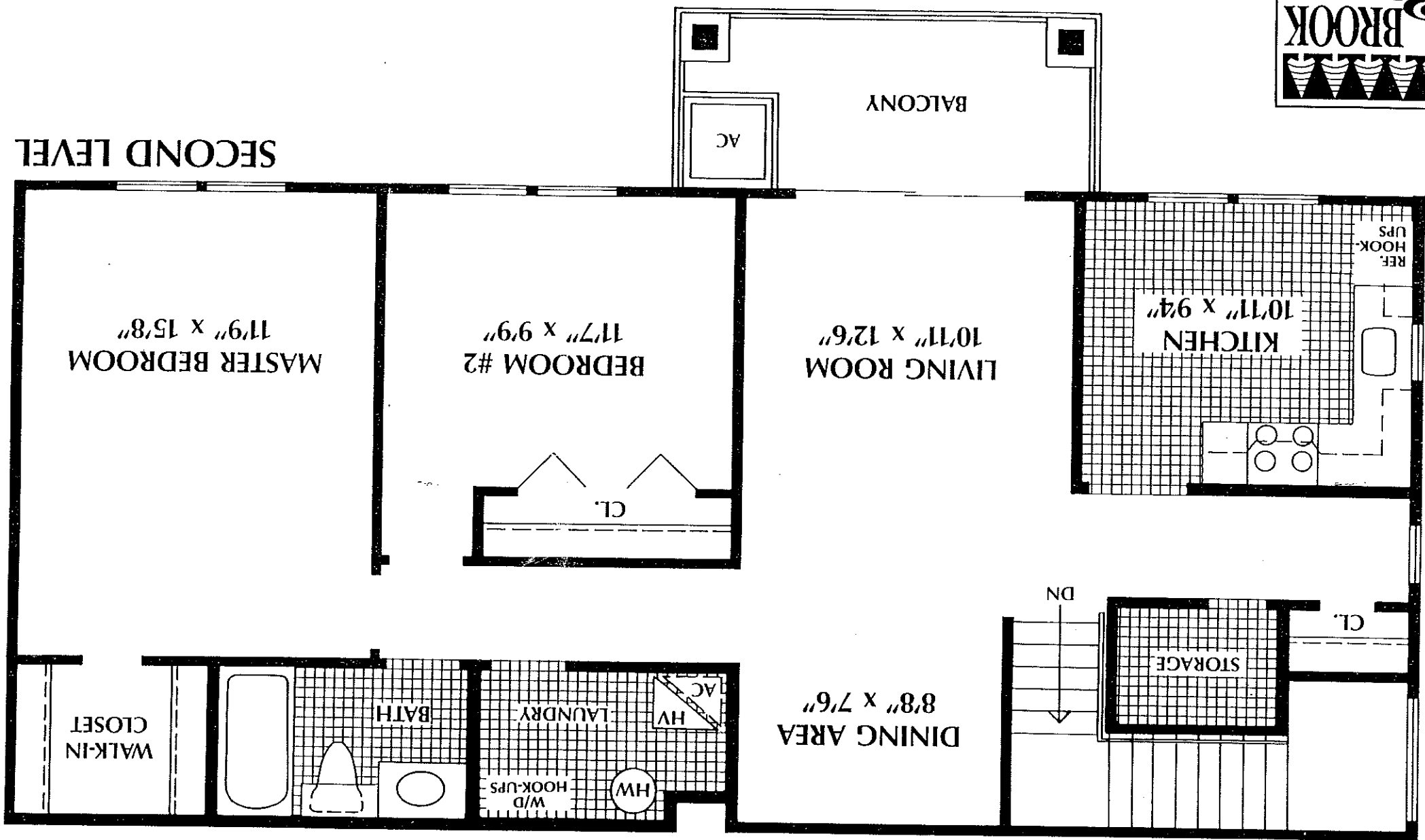
The following criteria shall be applied in determining the sales prices: a two person family shall be presumed to occupy a one bedroom unit; a three person family shall be presumed to occupy a two bedroom unit; a five person family shall be presumed to occupy a three bedroom unit. The median income limits 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 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.



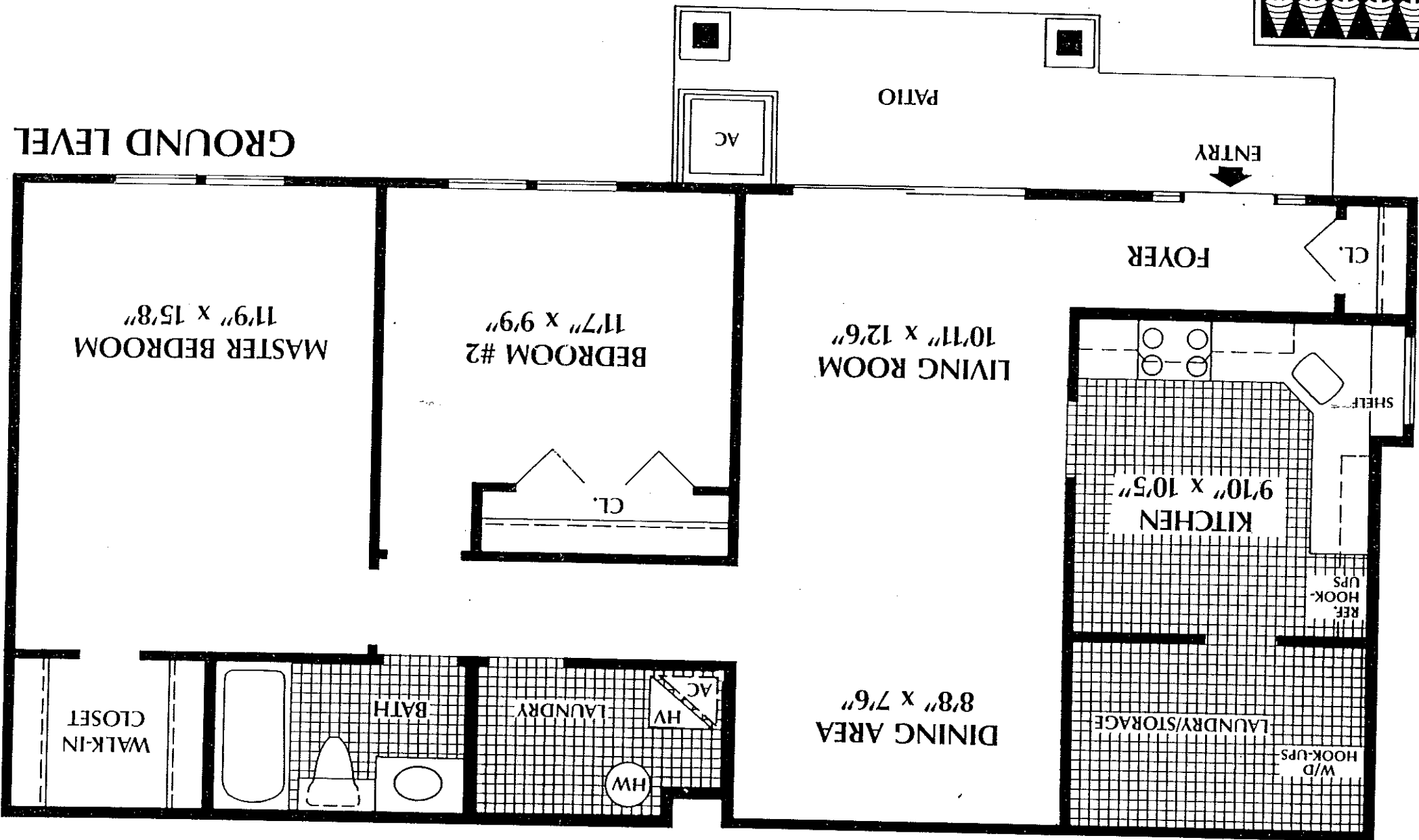
ALL DIMENSIONS ARE APPROXIMATE

WL 990

Exhibit B-1

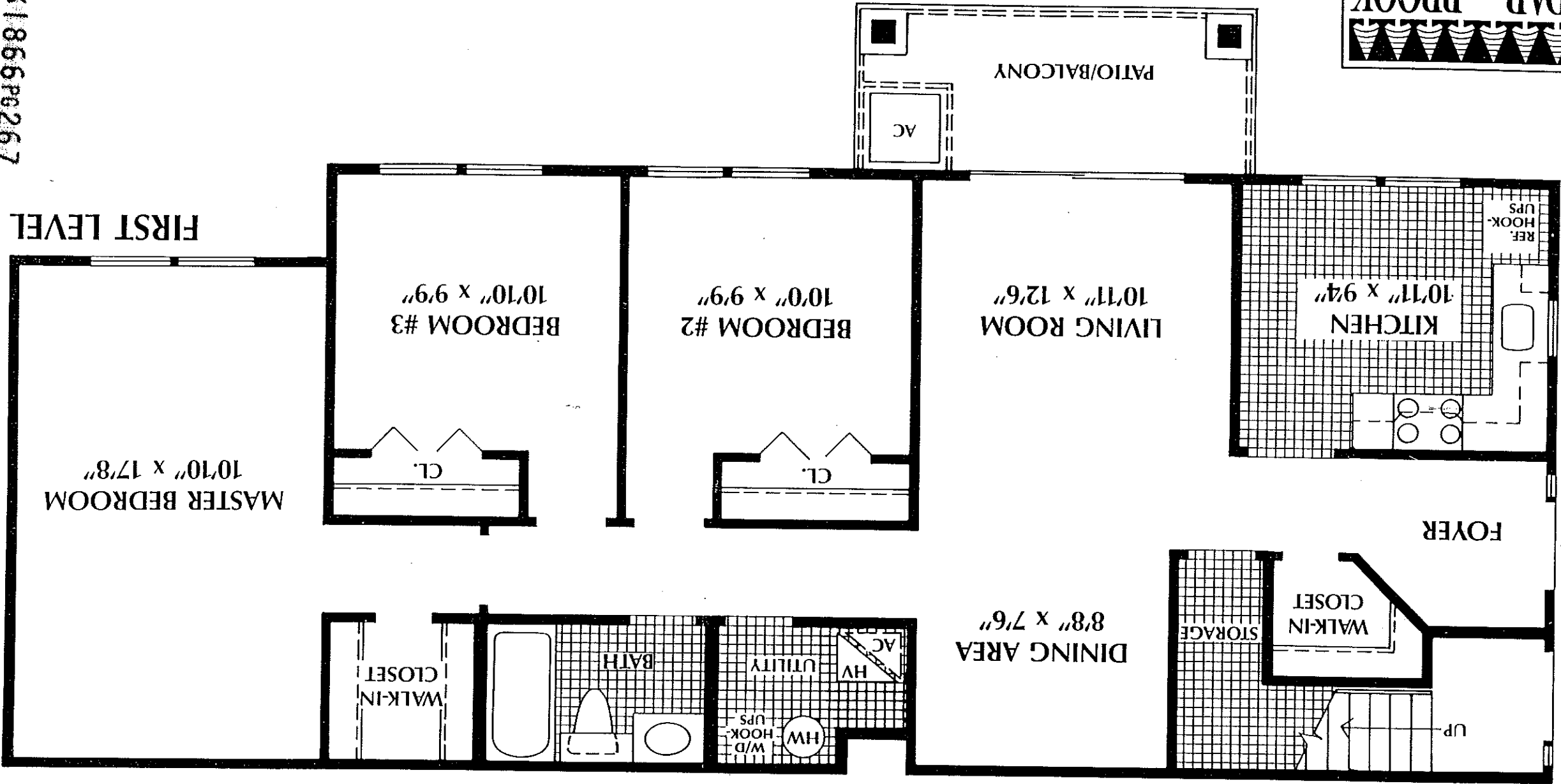
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ML 990



ALL DIMENSIONS ARE APPROXIMATE.

ML 1140

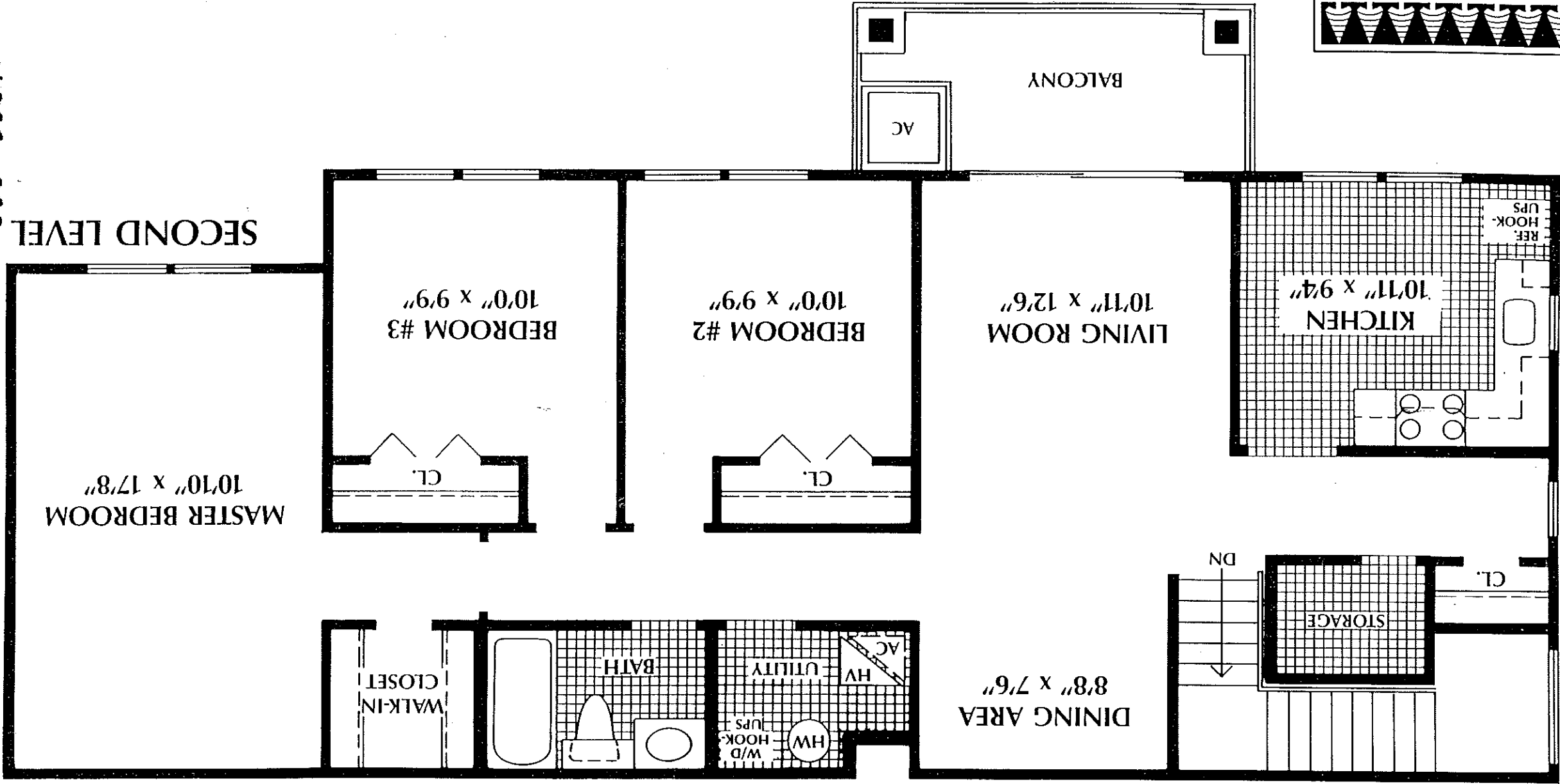


ALL DIMENSIONS ARE APPROXIMATE.

BK 1866P6267

Exhibit C

ML 1140



K. HOVNANIAN AT BRANCHBURG III, INC.

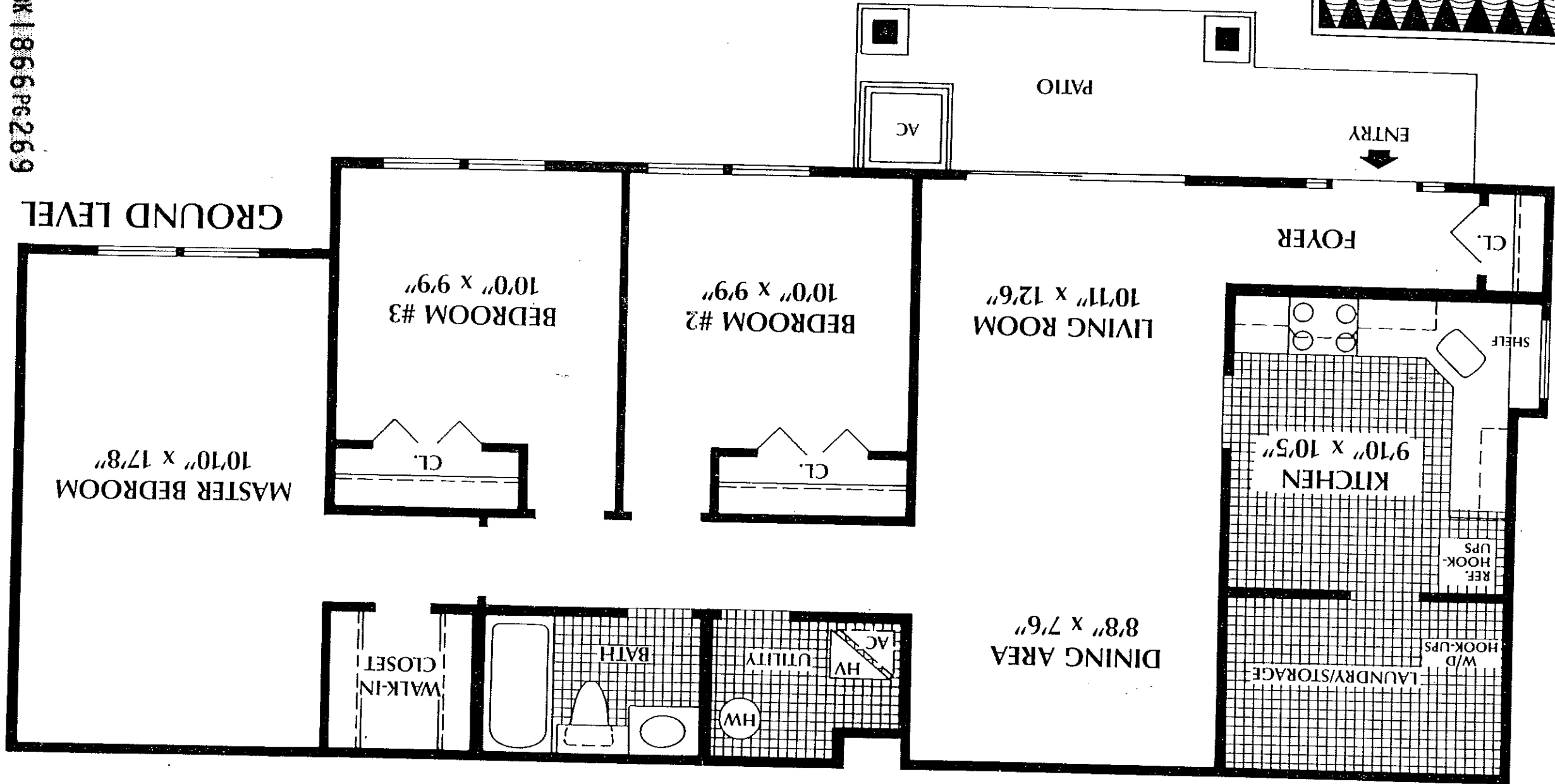


ALL DIMENSIONS ARE APPROXIMATE.

BK1866Pg268

Exhibit C-1

//



ML 1140

BK1866PC269

Exhibit C-2

CEDAR BROOK AT BRANCHEURG

TOWNSHIP OF BRANCHEURG, COUNTY OF SOMERSET, STATE OF NEW JERSEY

AFFORDABLE HOUSING UNITS

BUILDING No.	UNIT No.	MODEL TYPE*	BLOCK	LOT
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 transfers: (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 Mortgage" 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 Mortgage'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 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

State of New Jersey :
County of Monmouth :ss

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.

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

Edward A. Israelow
Edward A. Israelow

=23#7189 M00092.00 CA

92.00 ch tw

BK 1866 PG 293

END OF DOCUMENT

36

BK2211 05307

RECORDED IN MORTGAGE

SOMERSET COUNTY CLERK SLR 43.00

REC JAN/27/1993 03:45PM 001711

Township Clerk
Township of Branchburg
1077 US Route 202
Somerville, NJ 08876

Record and Return To:

THIS AGREEMENT is entered into on this 17TH day of DECEMBER, 1992 between SANJAY N. PATEL & BHAVANA S. PATEL, owners of the properties described in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and The Township of Branchburg, hereafter "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 Section III TERM OF RESTRICTION.

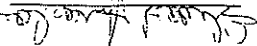
WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and WHEREAS, the Act requires 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.

A DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Edward A. Israelow, Esq.



Prepared by:

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
AFFORDABLE HOUSING AGREEMENT

R. PETER SMITH

93 JAN 15 10:10:26

REC. 17 JAN 1993
SOMERSET COUNTY CLERK

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 home-owner'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 transfer actions: (1) 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); (2) 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 Mortgage.

"First Purchase Money Mortgage" 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 mortgagee or the mortgagee'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, grandchild, 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;
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 unit. Owner shall not include any co-signer or co-borrower on any First Purchase 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 # 0247
 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 FORE-

CLOSURE 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 con-

rols as specified hereof 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. Alternatively, 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 hereinafter 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) 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 recording 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 which 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, homeowners 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 Mortgage'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 Mortgage by Deed in lieu of Foreclosure, or by a Purchaser as 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 mortgagors of that particular Affordable Housing unit (except for the defauling mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defauling 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 mortgagor 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 Mortgage, the defauling 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 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 defauling mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Mortgage 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 defauling mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defauling mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defauling mortgagor. Neither the First Purchase Mortgage 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 defauling mortgagor's equity.

The defauling mortgagor's equity shall be determined to be the difference between the maximum permissible 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 Mortgage 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 Mortgage 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 the right to seek injunctive relief or specific performance, to prevent further violation of the Agreement, ethics on the premises, and to prevent further violation of the Agreement, injunctive relief 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 contrary to, 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 hereof 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.

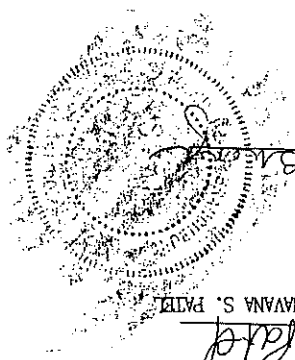
Dated: 12/17/92
ATTEST: [Signature]

By: [Signature]
Signature (Co-Owner) SANJAY N. PATEL

Signature (Co-Owner) BHAVANA S. PATEL

Dated: December 17, 1992
ATTEST: [Signature]

By: [Signature]
Signature (Authority)



STATE OF NEW JERSEY)
COUNTY OF Monmouth)ss

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

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.

Robert H. [Signature]

Robert H. KURTZ

an attorney at law of N.J.

STATE OF NEW JERSEY)
ss:)
COUNTY OF SOMERSET)

BE IT REMEMBERED that on this 17th day of August 1992, the subscriber, a Notary Public of New Jersey, personally appeared Sharon Brienza, Township Clerk of the Township of Branchburg, who, I am satisfied, is the person who signed the within Affordable Housing Agreement and, I having first made known to her the contents thereof, she did acknowledge that she is the officer of the Township of Branchburg authorized to sign the within Affordable Housing Agreement and that she signed, sealed with the corporate seal, and delivered the same as such officer aforesaid and that the within Affordable Housing Agreement is the authorized act and deed of said Township for the uses and purposes therein expressed.

[Signature]
~~Notary Public of New Jersey~~
~~My Commission Expires~~
Mrs. S. Anderson
attorney at law of N.J.

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.
K. HOVNANIAN COMPANIES OF CENTRAL JERSEY, INC.
10 HIGHWAY 35, PO BOX 500
RED BANK, NJ 07701

RECORDED IN DEED

BK 1834 PG 475

TABLE OF CONTENTS		
PARAGRAPH	TITLE	PAGE
1.00	Establishment of Condominium	1
2.00	Definitions	1
3.00	General Description of Condominium	3
3.01	Description of Units	3
3.02	General Common Elements	4
3.03	Undivided Percentage Interest	5
3.04	Limited Common Elements	5
3.05	Percentage of Interest	5
3.06	No Conveyance of Undivided Interest	6
4.00	The Administering Association	6
4.01	Association's Power of Attorney	6
5.00	Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants	6
5.01	Ownership of Common Elements	7
5.02	Ownership and Conveyance of Condominium Units	7
5.03	Occupancy of Units	7
5.04	Easements of Encroachment	7
5.05	Location of Condominium Units	7
5.06	Sponsor's Nonexclusive Easement to Common Elements	7
5.07	Utility Easements	8
5.08	Membership of Unit Owners in Condominium Association	8
5.08	Penalties	8
5.10	Contribution of Unit Owners Toward Expenses, Administration, etc. of Common Elements and the Association	8
5.11	Lien in Favor of the Association	9
5.12	Payment of Expenses out of Proceeds of Sale	9
5.13	Liability of Purchaser for Assessments Due Association	9
5.14	Maintenance of Units	10
5.15	Modification of Units	10
5.16	General Restrictions	10
5.17	Damage to Common Elements	11
5.18	Access to Units	11
5.19	Rental Restrictions of Units	11
5.20	Reparation and Replacement of Condominium in Event of Fire, Casualty or Obsolescence	12
5.21	Sponsor's Easements and Rights Reserved	12
6.00	Provisions of this Instrument and Exhibits Thereto to be a Covenant Running with the Land	13
7.00	Easement to Association	13
8.00	Ownership of Unsold Units	13
9.00	Protective Provisions for the Benefit of Eligible Mortgage Holders	13
9.01	General	13
9.02	Notice	14
9.03	Amendments Requiring Approval of 51% of Eligible Mortgage Holders	14
9.04	Amendments Requiring Approval of 67% of Eligible Mortgage Holders	14
9.05	No Partition	14
9.06	Common Expense Lien Subordinate	15
9.07	Inspection of Records	15
9.08	Notice of Meetings	15
9.09	Liability for Common Expense Assessments	15
9.10	Management Agreements	15
9.11	Common Expense Default	15
9.12	Implied Approval	15
10.00	Sponsor's Reservation of Amendment Rights-Power of Attorney	15
10.01	Increases	16
10.02	Easements	16
10.03	Use of Easements	16
10.04	Surrender of Sponsor's Rights	16
10.05	Technical Changes	16
10.06	Miscellaneous Changes	16
10.07	Changes Prohibited	16
10.08	Effective Date of Amendment	17
11.00	Severability of Provisions Hereof	17
12.00	Amendment of Master Deed - Termination	17
13.00	Municipal Maintenance	17
14.00	Provisions Applicable to the 40 Affordable Condominiums	18

INDEX TO EXHIBITS

EXHIBIT

ITEM

A	Metes and Bounds entire tract
B	Survey entire tract
C	Metes and Bounds: Phase 15
D	Survey: Phase 15
D-1	Foundation Plans
D-2	Square footage, floor and ceiling elevations
E	Unit Breakdown - %/Type
F	Bylaws
E-1	Management of Stormwater Facilities
G	Floor Plans

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. 5:26-8.2, 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 assignment 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

19

- (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.

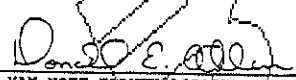
Together with a sixty (60) foot wide access easement as per Deed Book 1536, Page 534.

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

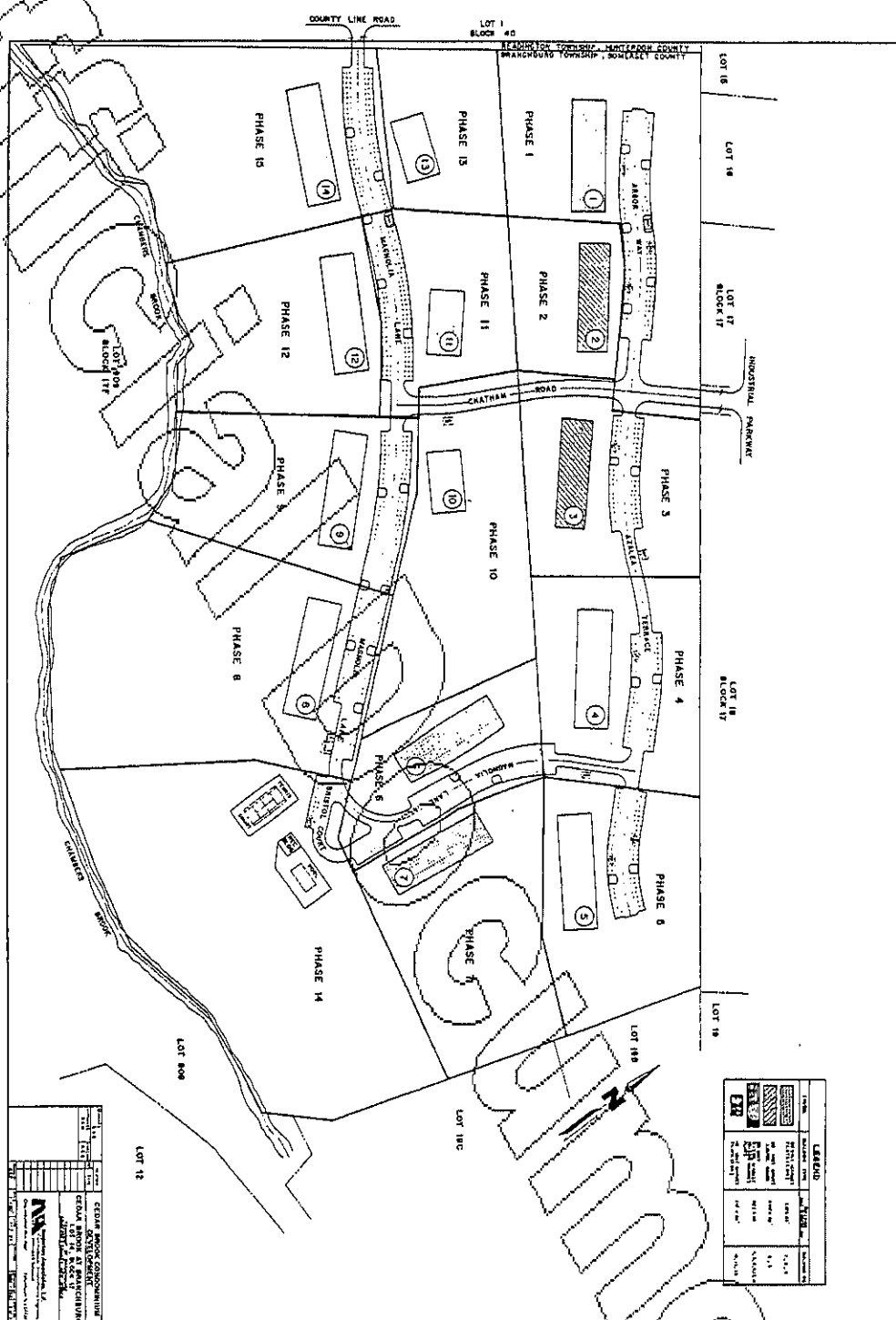


EXHIBIT "B"

AK 1834 PG 498

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.

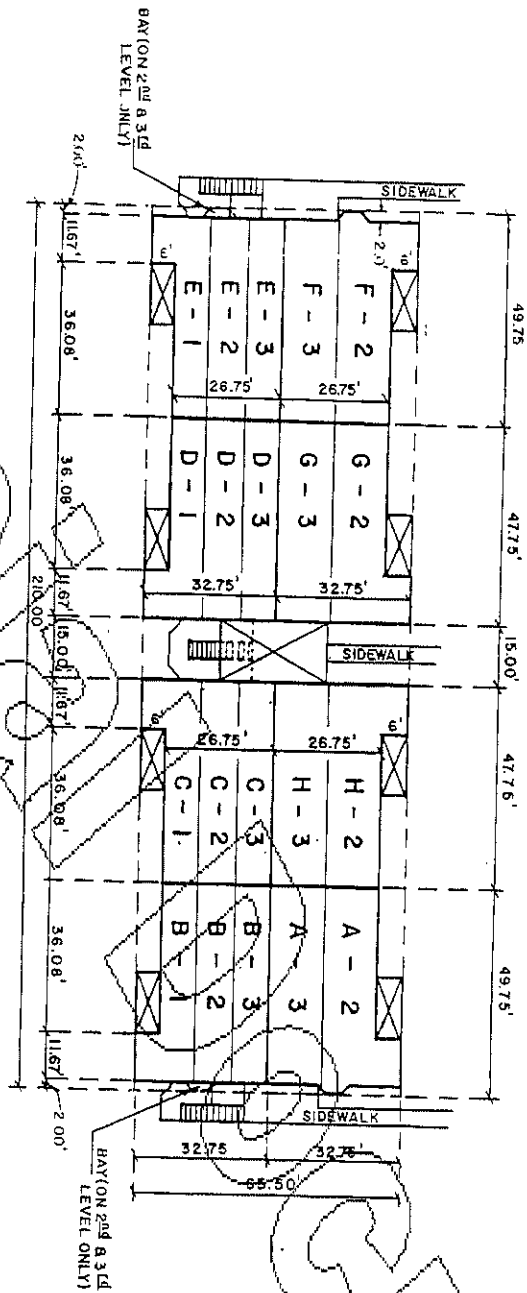
SAID ABOVE DESCRIBED tract or parcel of land being subject to
easements or right-of-ways which have been or may be granted to various utility
companies or authorities.

Date: January 11, 1991


Thomas Muir
New Jersey Licensed Land Surveyor No. 21218

BK 1834 PG 500

FOUNDATION DIMENSION PLAN
CEDAR BROOK AT BRANCHBURG
BRANCHBURG TWP, SOMERSET CO., NEW JERSEY



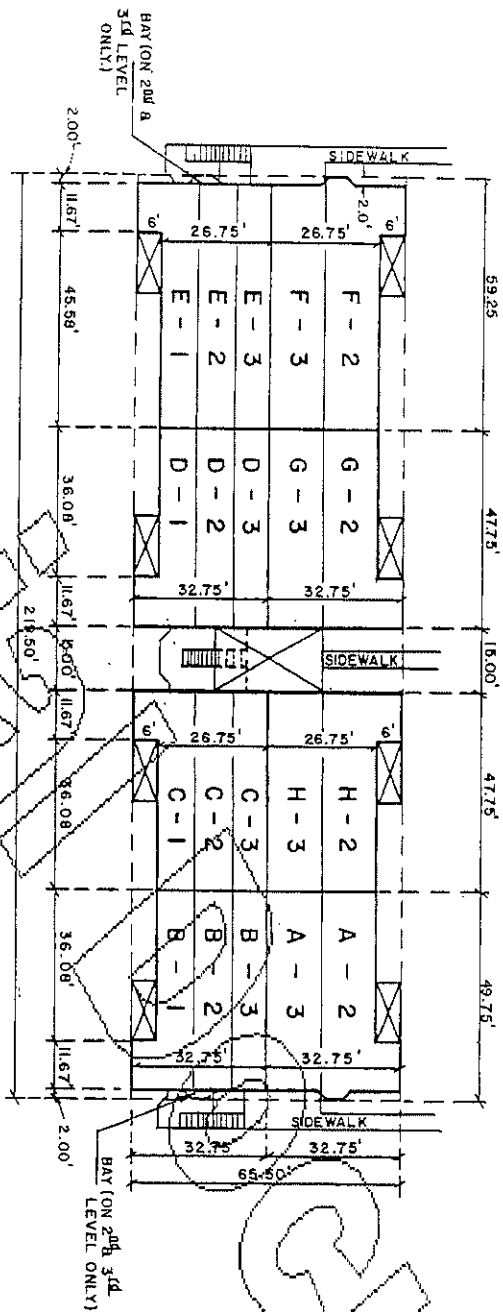
NOT TO SCALE
TYPICAL FOR BUILDINGS 1, 6, 7

EXHIBIT "D-1"

BK 1834 PG 502

27

FOUNDATION DIMENSION PLAN
CEDAR BROOK AT BRANCHBURG
BRANCHBURG TWP., SOMERSET Co., NEW JERSEY

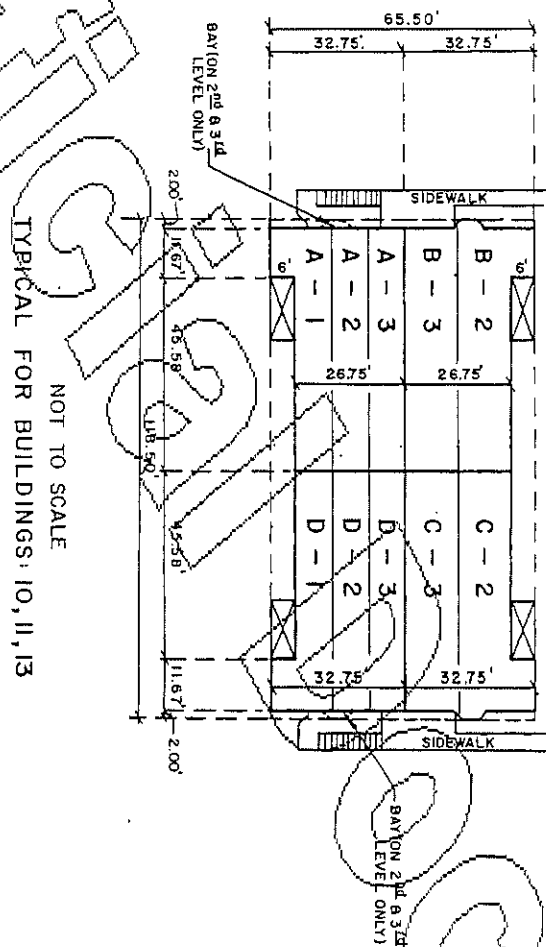


NOT TO SCALE
TYPICAL FOR BUILDINGS: 4, 5, 8, 9, 12, 14

BK | 834 PG 504

27

FOUNDATION DIMENSION PLAN
CEDAR BROOK AT BRANCHBURG
BRANCHBURG TWP, SOMERSET Co., NEW JERSEY



BK1834PG505

29

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

29

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

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1.00	Applicability, Member, Membership, Definitions	1
1.01	Purpose	1
1.02	Persons Subject to These Bylaws	1
1.03	Definition of Terms	1
1.04	Rights of Members	1
2.00	Principal Office	2
3.00	Meetings of Members: Voting	2
3.01	Place of Meetings	2
3.02	Annual Meeting	2
3.03	Notice of Annual Meeting	2
3.04	Special Meetings	2
3.05	Notice of Special Meetings	2
3.06	List of Members	2
3.07	Voting	3
3.08	Good Standing	3
3.09	Quorum	3
3.10	Proxies/Absentee Ballots	3
3.11	Capital Expenditures	3
3.12	Order of Business	3
4.00	Obligations of Members	4
4.01	Compliance with Rules	4
4.02	Suspension of Rights	4
4.03	Contribution to Capital	4
5.00	Board of Trustees	4
5.01	Number and Qualifications	4
5.02	Election	4
5.03	Term	5
5.04	Vacancies	5
5.05	Removal of Trustees	5
5.06	First Organizational Meeting	6
5.07	Regular Meetings	6
5.08	Special Meetings	6
5.09	Notices and Waivers of Notice	6
5.10	Quorum	6
5.11	Powers & Duties	6
6.00	Damage to Buildings, Reconstruction, Sale, Obsolescence	12
6.01	Damage	12
6.02	Total Destruction	13
6.03	Obsolescence	13
7.00	Officers	13
7.01	Designation	13
7.02	Election of Officers	14
7.03	President	13
7.04	Vice-President	14
7.05	Secretary	14
7.06	Treasurer	14
7.07	Compensation of Officers	14
8.00	Indemnification of Officers and Directors	14
9.00	Fiscal Year	15
10.00	Corporate Seal	15
11.00	Amendments to Bylaws	15
12.00	Dissolution	15
12.01	Procedure	15
12.02	Distribution of Assets	15
13.00	Members Maintenance Fees	15
14.00	Reserves	16
15.00	Agreement for Professional Management	16
16.00	Maintenance Program for Stormwater Management Facilities	16

(33)

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.

34

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.

34

35

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:

37

(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

37

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.

6

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.

(41)

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

(42)

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.

44

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.

(47)

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

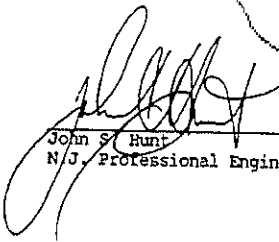

John S. Hunt
N.J. Professional Engineer No. 24822

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)

(5)

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.

56

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

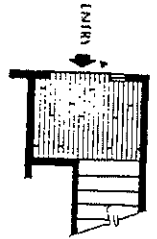
Lager, John A. et. al., Urban Stormwater Management and Technology: Update and User's Guide, EPA 600/8-77-014, September 1977.

Lager, John A. and Smith, William G., Urban Stormwater Management and Technology: An Assessment, EPA 670/2-74-040, December 1974.

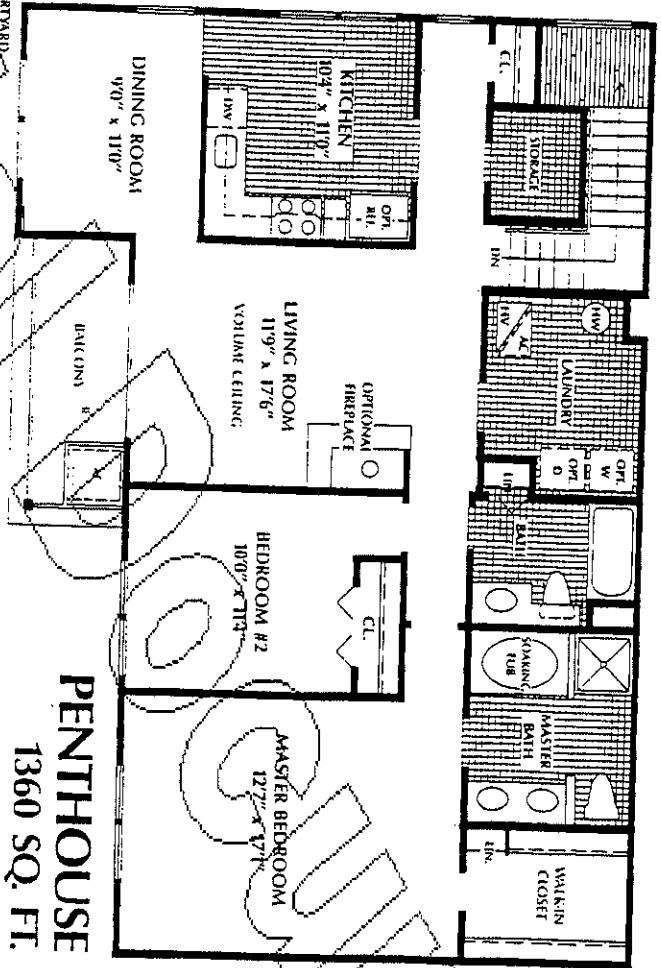
Majarian & Associates, Inc., Stormwater Management Report Society Hill at Branchburg, November 1986.

U.S. Environmental Protection Agency, Water Planning Division, Results of the Nationwide Urban Runoff Program, December 1983.

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41 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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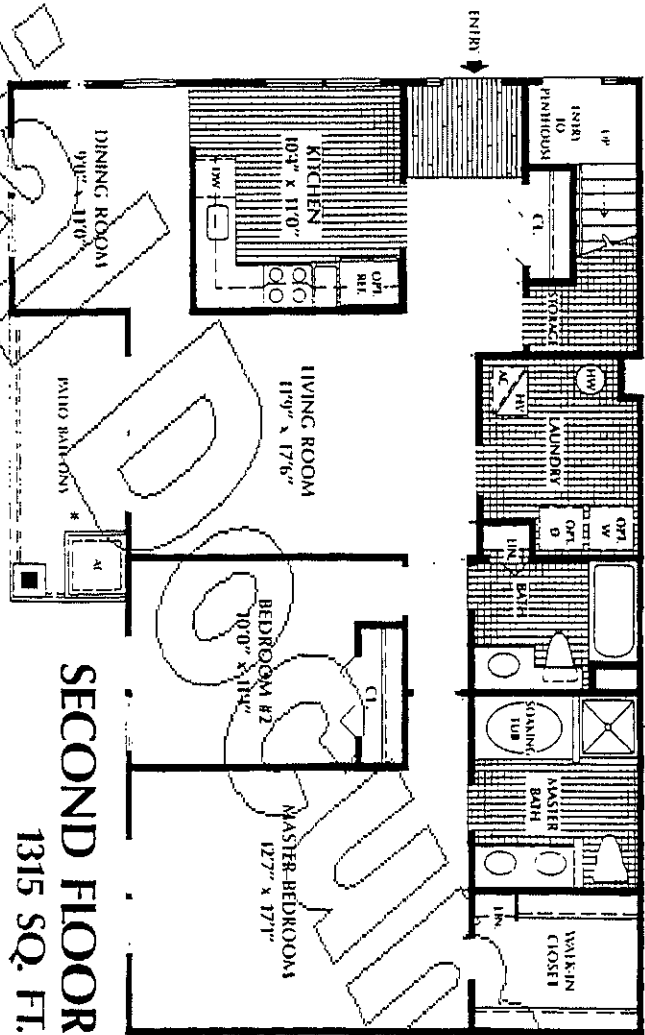


* Limited common element

Full architectural plans for this unit are available for inspection at the sales office.

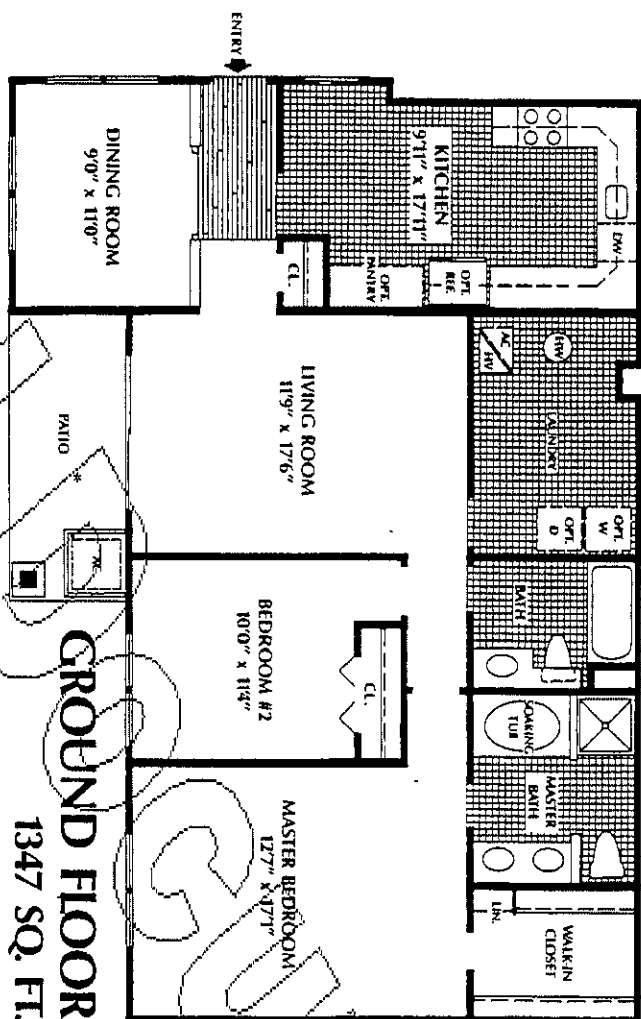
MODEL GH 1350

SECOND FLOOR 1315 SQ. FT.



BK1834PG537

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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 CH-1350

GROUND FLOOR
1347 SQ. FT.

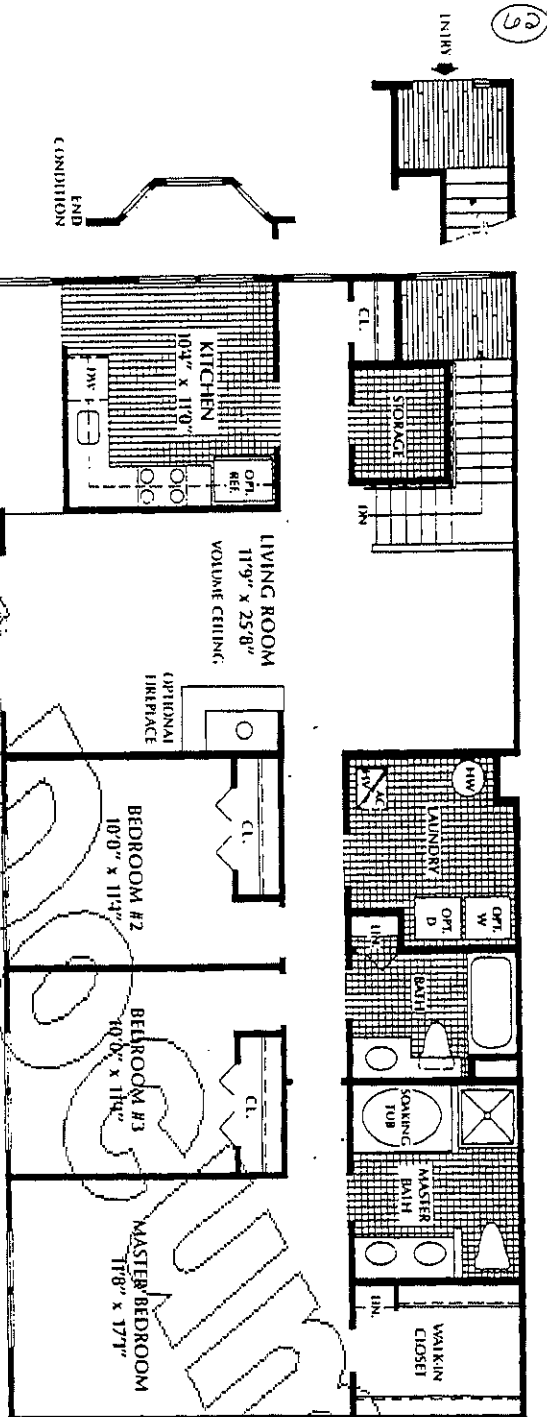
BK 1834 PG 538

PENTHOUSE **1619 SQ. FT.**

MODEL GH 1600

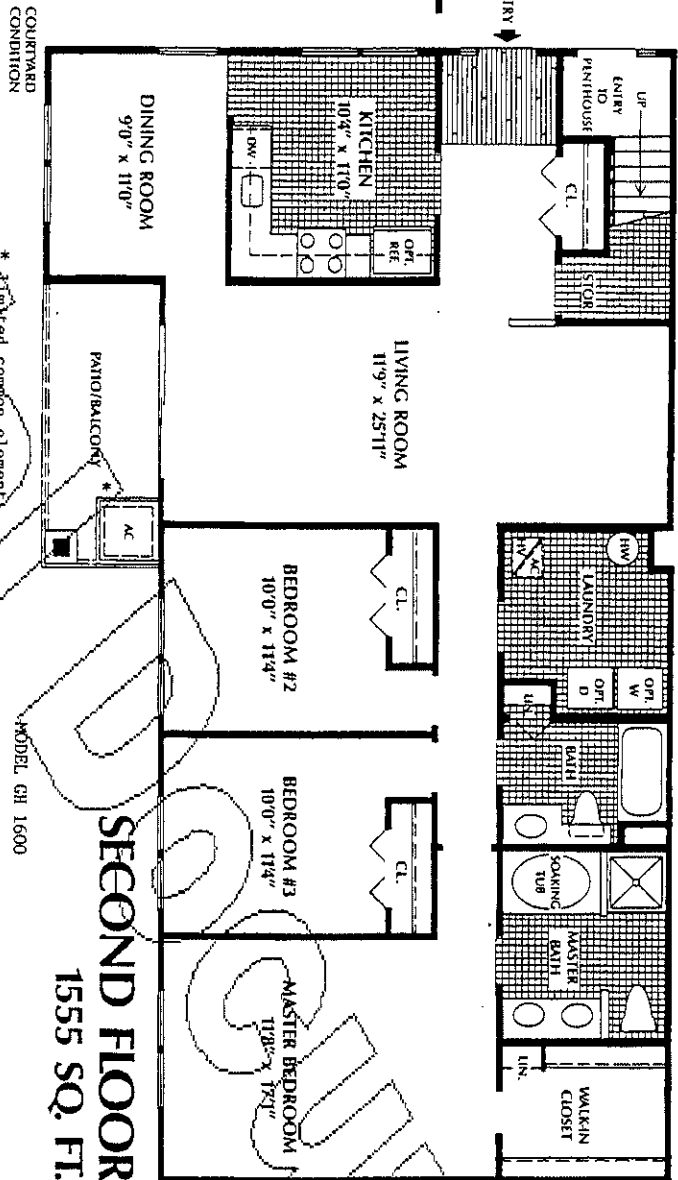
Full architectural plans for this unit are available for inspection at the sales office.

COURTYARD (CONDITION) * Limited equipment element



BK1834 PG539

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* Attached common element
P&H architectural plans for this unit are available
for inspection at the sales office.

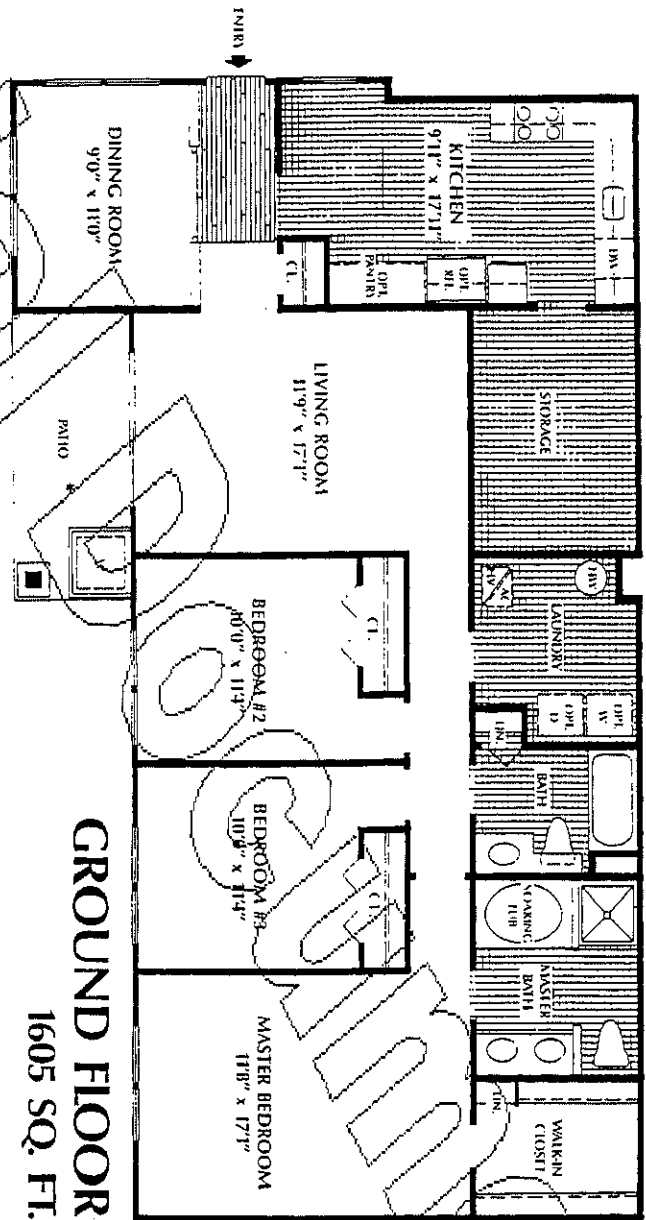
MODEL CH 1600

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



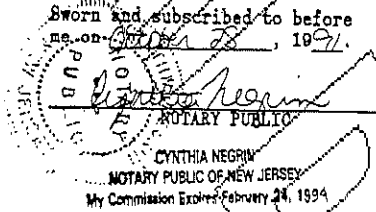
STATE OF NEW JERSEY:
:SS
COUNTY OF MONMOUTH:

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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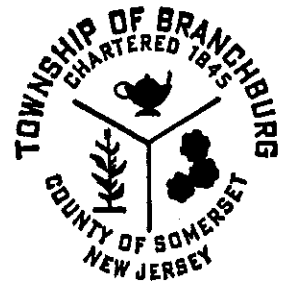
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Township of Branchburg

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.

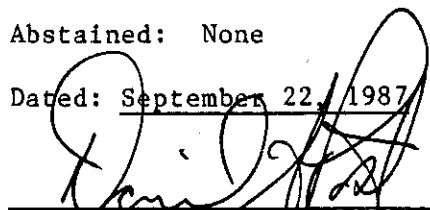
Roll Call:


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

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.

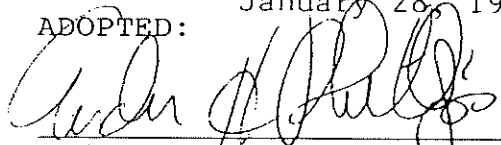
ROLLCALL:

AYES: Readlinger Taylor, Farina, Melitski, Matysek, Phillips
Sanford

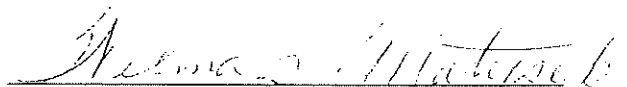
NAYS: None

ABSTAINED: jShaffer, Sarles

ADOPTED: January 28, 1992



Andrew Phillips, Chairman



Wilma Matysek, Secretary

6.D. Terrace Edgewood Park

6.E. Midland Adult Services

(1) Existing

(2) Proposed

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:

L.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.

L.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.

L.3 Midland shall apply to the appropriate agencies for all required government approvals.

L.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]

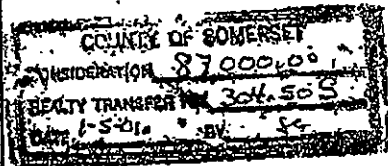
MIDLAND ADULT SERVICES, INC.

By:

[Signature]

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.

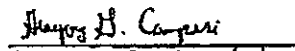
Limitation to use as Low Income Housing for Developmentally Disabled Adults. The property conveyed by this deed may for a period of 30 years be used only for the construction of housing for Low Income Developmentally Disabled Adults. "Low Income" for the purpose of this limitation shall be defined by 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 ROUTE #202 NORTH
BRANCHBURG, NEW JERSEY 08876
(908) 526-1300 - X 147



CERTIFICATE

Permit # 07-0049
Date Issued
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 Bids. Reg. No. 026429
Federal Employer No.

☒ 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

GROUP HOME

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:

CONSTRUCTION OFFICIAL
[Signature]
DATE 7/23/07

Fee \$
Paid ☐ Check No.
Collected by:

1805 BLOCK 48 LOT 11

QUAL.

UPDATED ON 101908

-----OWNER INFORMATION-----

MIDLAND ADULT SERVICES INC

4 READINGTON RD

BRANCHBURG, NJ

08876

DED AMT #OWN 01
ANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 122 ROBBINS RD

PROPERTY CLASS 15D ACCOUNT#

BLDG DESC RESIDENCE

LAND/ACRE 105 X 400

/ .96

ADDITIONL LOTS

ZONE LD MAP 15 USER#1 #2 LD16
BULT 2007 UNITS 01 BCLASS 20

VCS LD16 SFLA 03123

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 010401 02334 194 87000 Z 17

-1:

-2:

---VALUES---

LAND 111700

IMPR 479500

EXM1

EXM2

EXM3

EXM4

NET 591200

OLDID:

-----TENANT REBATE-----

BASE YR TAXES FLAG

08 .00 N

-----TAXES-----

08 TOTAL .00

09 HALF1 .00

09 TOTAL .00

10 HALF1 .00

SPECTAX CDS:

48 11

-----EXEMPT PROPERTY DATA-----

EPL CD 2004997 STAT. 54:04-06.06

FACILITY RESIDENCE

INIT FILE 103107 FUR FILE

ASMT CODE

NEXT ACCESS: BLK

LOT

QUAL

EN=CHANGE

F1=NO ACTION

F3=ASSMT HISTORY

F5=RECORD CARD

F7=MORE

BLK 48 LOT 11
BLDG CLS= 20
TYPE+USE= ONE FAMILY
DESIGN = RANCH
STY HGHT= 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
2FIX BATH 1

DORMERS=

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

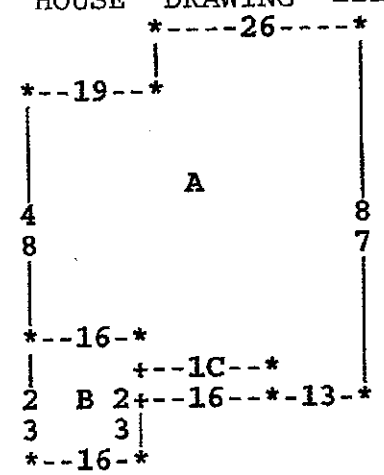
-CONDITION- ---YEARS---
INTER GOOD BUILT 2007
EXTER GOOD EFFECT 2007
LAYOT GOOD

-MKT INFLUENCE- NET
COND
99%

BLK 48 LOT 11
 <=== FLOOR AREA ===>
 EQ ITEM BSMT FRST UPER HLF ATT
 A 1S-B 3123 3123

01 OF 01

122 ROBBINS RD
 <===== HOUSE DRAWING =====>



ATT. ITEM	AREA	ATT. ITEM	AREA
B ATT. GAR.	368	C OPEN PORC	96

-----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

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.

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.

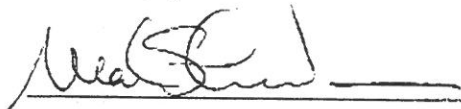
The property conveyed by this deed may for a period of 30 years be used only for housing for Low Income Developmentally Disabled Adults. "Low Income" for the purpose of this limitation shall be defined by the regulations of the New Jersey Council on Affordable Housing or its successor. "Developmentally 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.

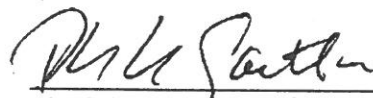
Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

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...

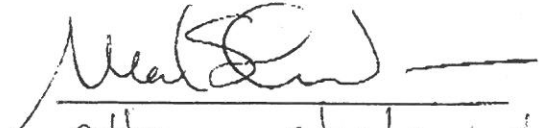
TOTAL P. 07

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

*Witness Stephen L. Landon & Margaret
11 East 18th St
Jerseyville NJ 08876*

BK2342PG407

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.

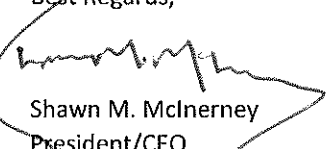
The Midland Organization will mark its 60th year of operation in the year 2020. We operate award-winning School, Employment, Day Habilitation and Community Residential (group homes and supervised apartments) programs. Our Work Center is CARF accredited. Midland's Residential programs support Medicaid eligible adults who have intellectual and developmental disabilities and are licensed as Community Residences under N.J.A.C. 10:44A. .

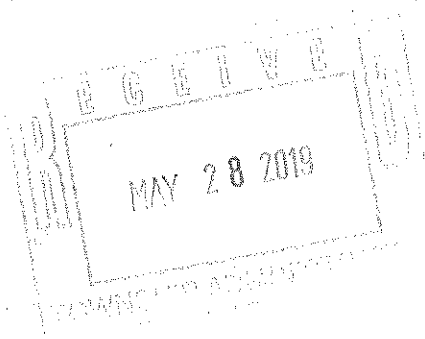
Midland receives numerous inquiries throughout the year regarding Residential Services. We are mission driven and are committed to be part of the solution and our Board of Trustees has identified this as an area of growth for Midland and prioritized expansion of our Residential Services

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



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 McInerney
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

<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>

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 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.

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

MUNICIPALITY OF PROPERTY LOCATION Branchburg

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
RTF paid by seller \$ Exempt
Date 10/3/2018 By HS

*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, 20 18

Paul H. Loeffler
Paul H. Loeffler
An Attorney at Law of the
State of New Jersey

Signature of Deponent

94 Readington Road, Branchburg,
NJ 08853

Deponent Address

Shawn M. McInerney

Grantor Name

94 Readington Road, Branchburg, NJ
08853

Grantor Address at Time of Sale

XXX-XXX-433

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

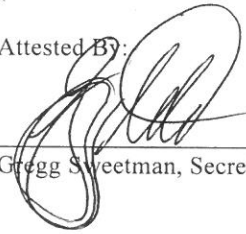
Pursuant to a Housing Subsidy Agreement entered into by and between the Township of Branchburg and Midland Adult Services, Inc., and dated October 1, 2018, if this property is not developed as and occupied for a minimum of four Housing Units by 12/31/18, then title to this property will revert to the 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.

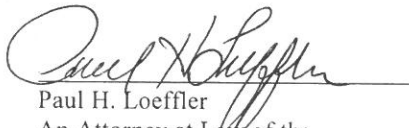

Shawn M. McInerney, President

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.
Discone, Loeffler & Zeller

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 $73^{\circ} 40' 50''$ East along the centerline of Case Road, a distance of 267.82 feet; thence
- b) South $39^{\circ} 11' 40''$ 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 $71^{\circ} 54'$ East a distance of 241.66 feet to an angle point in said sideline; thence
- 2) Still along same, South $71^{\circ} 10' 30''$ East, a distance of 239.61 feet; thence
- 3) South $31^{\circ} 30'$ West, a distance of 470.91 feet; thence
- 4) North $58^{\circ} 30'$ West, a distance of 425.00 feet; thence
- 5) North $00^{\circ} 12' 25''$ East, a distance of 146.18 feet; thence
- 6) North $39^{\circ} 11' 40''$ 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)

Lot(s)

Qualifier

79

2.03

Street Address

679 Case Road

City, Town, Post Office Box

Branchburg

State

NJ

Zip Code

08853

Seller's Percentage of Ownership

Total Consideration

Owner's Share of Consideration

Closing Date

100%

\$1.00

\$1.00

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

Appendix 7. Third Round Documentation

7.A. Cedar Brook Extension of Controls

**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

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

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

7.C. Genesis 100% Municipally Sponsored Development

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: _____

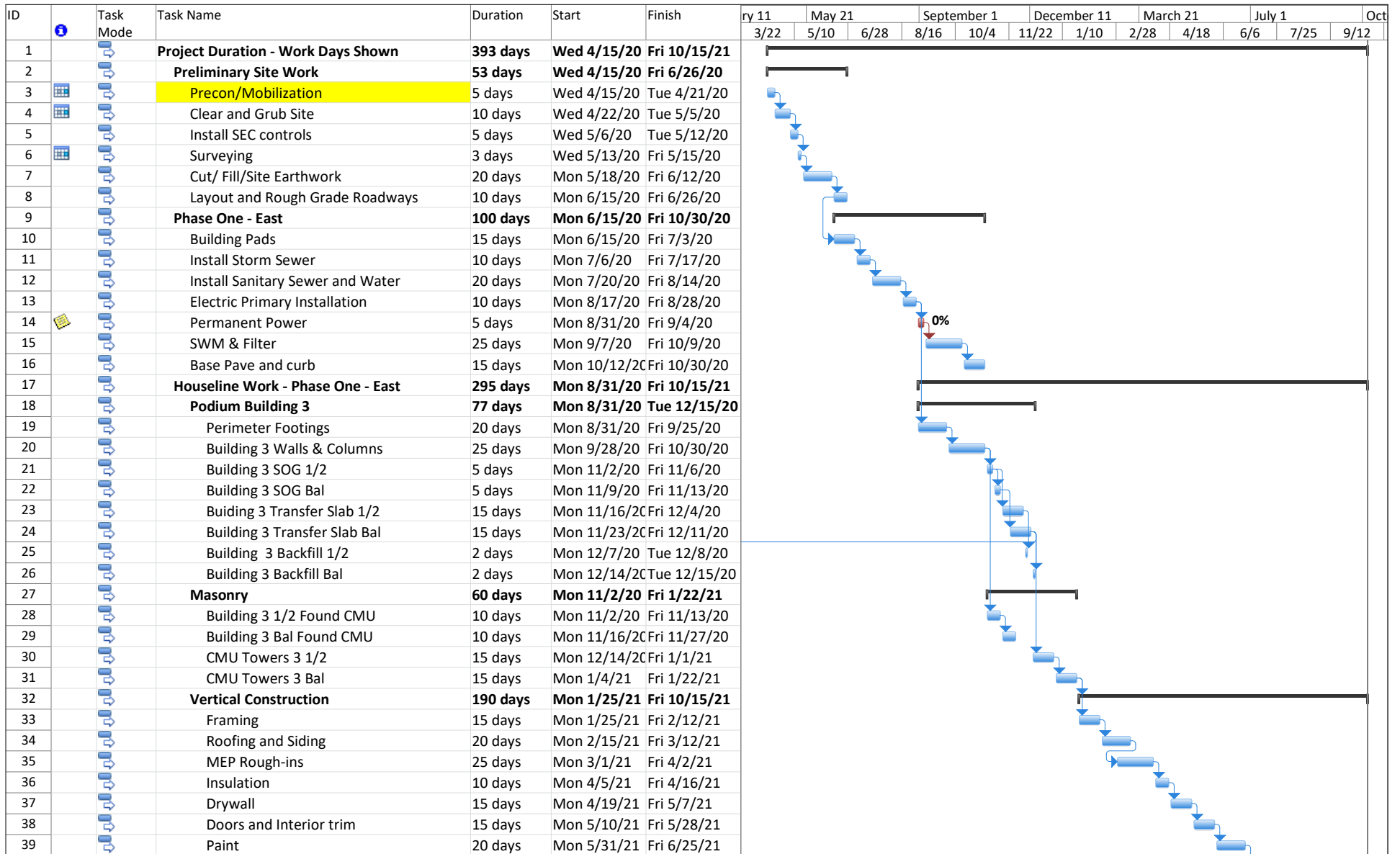
Debra M. Urban
Chief of Programs

Date: _____

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

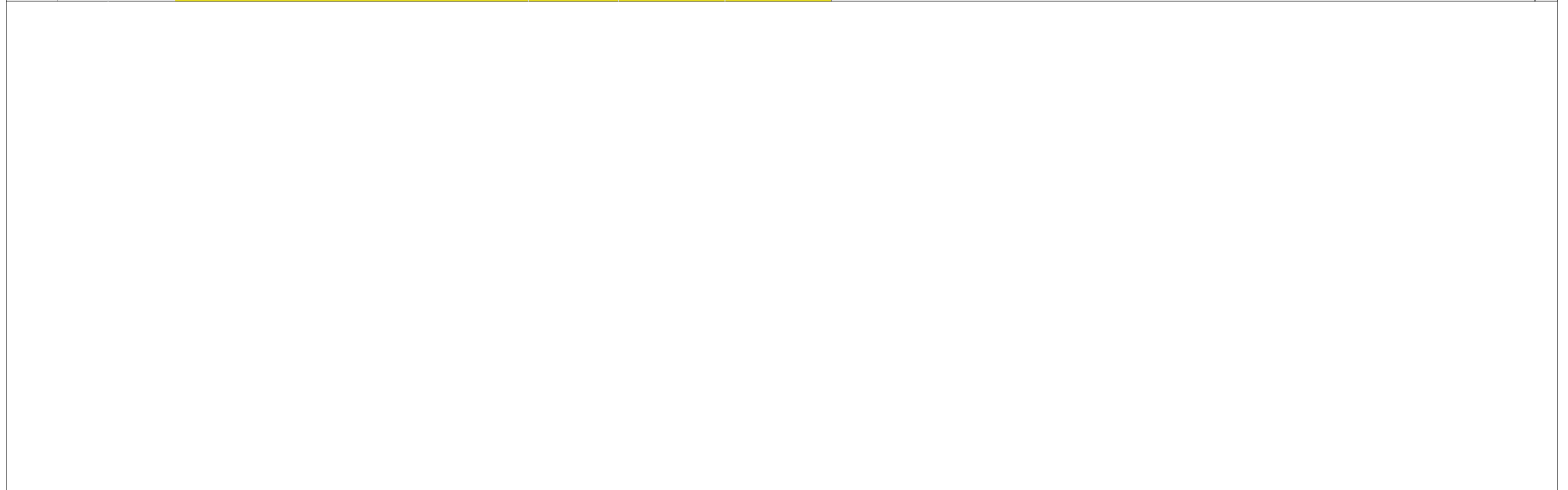
I CERTIFY that on _____, 2020, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Programs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and 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 _____

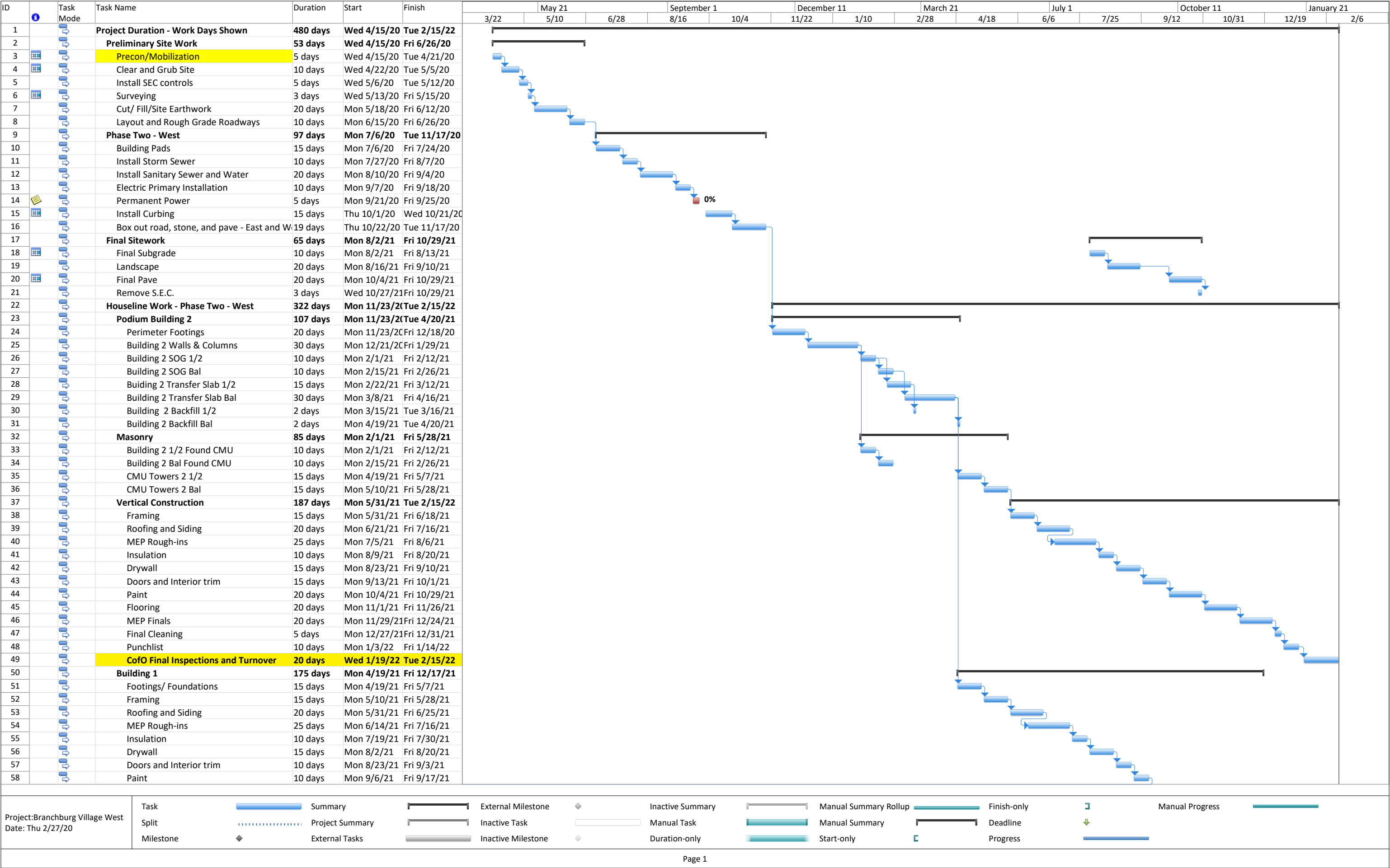


Project: Branchburg Village - East Date: Thu 2/27/20	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary		Manual Progress	
	Project Summary		Inactive Summary		Start-only			



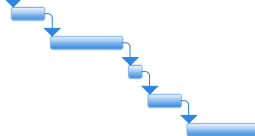




ID	Task Mode	Task Name	Duration	Start	Finish	ry 11	May 21		September 1		December 11		March 21		July 1		Oct
						3/22	5/10	6/28	8/16	10/4	11/22	1/10	2/28	4/18	6/6	7/25	9/12
40		Flooring	20 days	Mon 6/28/21	Fri 7/23/21												
41		MEP Finals	20 days	Mon 7/26/21	Fri 8/20/21												
42		Final Cleaning	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			




Page 1


ID		Task Mode	Task Name	Duration	Start	Finish	May 21			September 1		December 11		March 21		July 1		October 11			January 21	
							3/22	5/10	6/28	8/16	10/4	11/22	1/10	2/28	4/18	6/6	7/25	9/12	10/31	12/19	2/6	
59			Flooring	10 days	Mon 9/20/21	Fri 10/1/21																
60			MEP Finals	20 days	Mon 10/4/21	Fri 10/29/21																
61			Final Cleaning	5 days	Mon 11/1/21	Fri 11/5/21																
62			Punchlist	10 days	Mon 11/8/21	Fri 11/19/21																
63			CofO Inspection/ Turnover	20 days	Mon 11/22/21	Fri 12/17/21																

Project:Branchburg Village West
Date: Thu 2/27/20


Task




Summary




External Milestone




Inactive Summary




Manual Summary Rollup




Finish-only




Manual Progress




Split




Project Summary




Inactive Task




Manual Task




Manual Summary




Deadline




Milestone




External Tasks




Inactive Milestone




Duration-only



Start-only



Progress



Page 2

PART II -- ELIGIBILITY REQUIREMENTS

15. AFFIRMATIVE FAIR HOUSING MARKETING PLAN

An Affirmative Fair Housing Marketing Plan is attached.

NEW JERSEY HOUSING & MORTGAGE FINANCE AGENCY

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

I. APPLICANT AND PROJECT INFORMATION

1a. Applicant's Name, Address (including City, State and zip code) & phone number Branchburg East Urban Renewal Associates, LLC 20000 Horizon Way, Suite 180 Mount Laurel, NJ 08054		1b. Project's Name, Location: (including City, State and zip code) York Village East Family Housing 973 Old York Road Branchburg NJ, 08853	
1c. Project/Application Number	1d. Number of Units 50	1e. Price or Rental Range From \$ 1BR:\$298 2BR:\$1011 3BR:\$1154 To \$ 1BR:\$1057 2BR:\$1254 3BR:\$1434	
1f. For Multifamily Housing Only <input type="checkbox"/> Elderly <input checked="" type="checkbox"/> Non-Elderly <input checked="" type="checkbox"/> Special Needs		1g. Approximate Starting Dates: Advertising: October, 2019 Occupancy: March, 2020	
1h. County: Somerset		1i. Census Tract: 536.02	
1j. Managing/Sales Agent's Name & Address: (including city, State and zip code) Betty Perry, Regional Vice President Conifer Management, LLC 20000 Horizon Way, Suite 180 Mount Laurel, NJ 08054			

II. MARKETING

2a. Direction of Marketing Activity: (indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts) <input type="checkbox"/> White (non-Hispanic) <input checked="" type="checkbox"/> Black (non-Hispanic) <input checked="" type="checkbox"/> Hispanic <input checked="" type="checkbox"/> American Indian or Alaskan Native <input checked="" type="checkbox"/> Asian or Pacific Islander <input checked="" type="checkbox"/> Persons with Disabilities <input checked="" type="checkbox"/> Other (specify specific special needs groups and number in deed restriction Specify 5 units set aside for homeless people.		
2b. Type of Affirmative Marketing Plan: (mark only one) <input checked="" type="checkbox"/> Project Plan <input type="checkbox"/> Minority Area <input type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Mixed Area (with ____% minority residents) <input type="checkbox"/> Annual Plan (for single-family scattered site units) Note: A separate Annual Plan must be developed for each type of census tract in which the housing is to be built.		
2c. Marketing Program: Commercial Media: (Check the type of media to be used to advertise the availability of this housing) <input checked="" type="checkbox"/> Newspapers/Publications <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Billboards <input type="checkbox"/> Other (specify)		
Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising
Housing Resource Center (Not applicable to special need units)	All	Until fully rented
Courier News	All	1/8 Page (Date TBD)
Al Dia Newspaper	Hispanic	1/8 Page (Date TBD)
2d. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster: (1) Will brochures, letters, or handouts be used to advertise? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (2) For project site sign, indicate sign size <u>33</u> x <u>7</u> ; Logotype size <u>4</u> x <u>4</u> (3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the <input checked="" type="checkbox"/> Sales/Rental Office <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Model Unit <input type="checkbox"/> Other (specify)		

II. MARKETING (continued)

2e. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied.

- ☒ Newspapers/Publications ☐ Radio ☐ TV ☒ Brochures/Leaflets/handouts ☐ Site Signs
☒ Housing Resource Center Website ☒ Community Contacts ☐ Other (specify)

III. COMMUNITY CONTACTS

3. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list.

Name of Group/Organization:	Racial/Ethnic Identification:	Approximate Date:	Person Contacted or to be Contacted:
Empower Somerset	All	October 2019	Tim Wolf
Somerset Division of Social Services	All	October 2019	Dominic Crisall
Somerset County - Office of Community Development	All	October 2019	Kimberly Cowart
Center for Family Services	All	October 2019	Charles Ansert
Address & Phone Number:	Method of contact:	Indicate the specific function the Group/Organization will undertake in implementing the marketing program:	
34 West Main Street, Suite 307, Somerville, NJ 08876 908-722-4900	Telephone	Outreach	
27 Warren Street, Somerville, NJ 08876, 908-541-5756	Telephone	Outreach	
PO Box 256, Mullica Hill, NJ 08062 856-579-7561	Telephone	Outreach	
560 Benson Street, Camden, NJ 08103 856-964-1990	Telephone	Outreach	

IV. STAFF EXPERIENCE

4. Staff has experience. ☒ Yes ☐ No

Additional considerations: Attach additional sheets as needed:

Marketing materials are not yet available for this site. Attached are sample marketing materials, used at another site managed by Conifer Management, LLC.

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 NJHMFA financial assistance for this project.

After consultation with NJHMFA, the applicant's signature affirms that changes necessary to ensure continued compliance with the affirmative fair housing marketing requirement will be made.

Jessica Henry

Name (Type or Print)

Branchburg Township

Name of Municipality or Housing Sponsor



Signature of Person Submitting Plan (Contact Person)

Date 06/27/2018

Compliance Coordinator

Title

Affirm pin

Approved by

Property Management, New Jersey Housing and Mortgage Finance Agency

Revised - 11-13-07 (lw)

Affirmative Fair Housing Marketing Plan Attachment

Experience and Staff Instructions

4. Training will be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan.

Prior to the marketing of the units, the sponsor will provide all staff involved with the marketing of these units with copies of Federal and State fair housing law. Staff will also be advised in writing about their responsibility to market and rent all units so as not to discriminate against any person on the basis of race, color, religion, creed, sex, or national origin. Management will periodically check on the services provided by staff to assure compliance with the Affirmative Fair Housing Marketing Plan for this project.

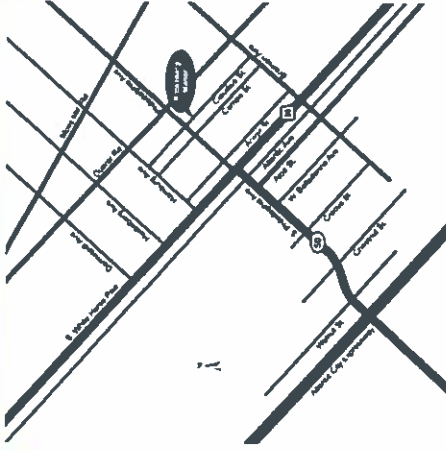
While staff has experience with marketing and renting units in an affordable housing development, careful attention and measures will be taken to assure that the units are marketed to those individuals that are least likely to apply. On-going interaction will occur between the sponsor and the organizations listed in the AFHM Plan for this development. An introductory letter will be sent by the management asking local organizations to advise their membership about the availability of affordable rental units in this development.

Should management find that any member of the team associated with the marketing and rental of the units in this development has been involved with any potential discrimination, immediate efforts will be taken to correct the situation. In an effort to appropriately serve those interested and the community, management is making a special effort to carefully market and rent these units with the involvement of local prominent individuals and organizations, so as to prevent any possible violation of this plan.

A copy of the New Jersey Fair Housing Act and the Federal Civil Rights Act of 1968 as well as this Affirmative Fair Housing Marketing Plan will be distributed to all staff involved with the rental of the low income tax credit units in this development.



There's something
for everyone at
Rittenberg Manor...



DIRECTIONS:

From Atlantic City Express Way South take
Exit 17 toward Egg Harbor/Mays Landing. Turn
left onto Rte. 50/NJ-50. Continue to follow NJ-50.
(2.3 miles). NJ-50 becomes Philadelphia Ave/
County Hwy-563 (0.5 miles) 528 Philadelphia Ave
is on the right (just past Campe Street)

528 PHILADELPHIA AVENUE
EGG HARBOR CITY, NJ 08215

[TEMPORARY LEASING ADDRESS:]

129 PHILADELPHIA AVENUE, EGG HARBOR CITY, NJ 08215

(609) 798-0072

TTY: 1-800-662-1220

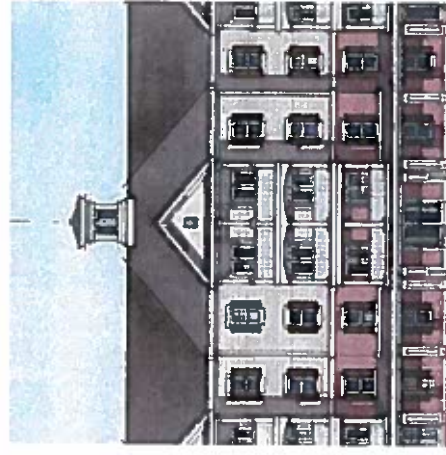
[E] rittenberg_manor@coniferllc.com

aconifer community.

www.coniferllc.com

f/coniferreality

@coniferreality



RITTENBERG MANOR

APARTMENT COMMUNITY

Comfort & Style

Located in the heart of downtown
Egg Harbor City, Rittenberg Manor is new
construction for seniors 62+. Located on the
site of the historic Rittenberg School
and close to restaurants, shopping,
NJ Transit, and within a 1/2 mile
of the rail station.

AMENITIES AND FEATURES

that enhance your comfort and enjoyment.

- » Fully-equipped kitchens
- » Cable Hookup
- » Onsite Laundry Facility
- » Wall to Wall Carpeting
- » Disabled Access
- » Onsite Parking
- » Onsite 24 Hour Maintenance
- » Community Room
- » Computer Room
- » Exercise Room
- » Craft Room
- » Onsite Management Office
- » Affordable Rents*

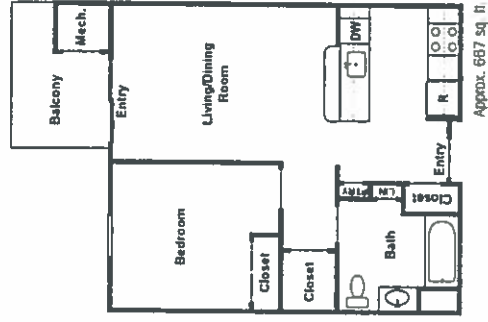
Security deposit required.

*Income restrictions apply.

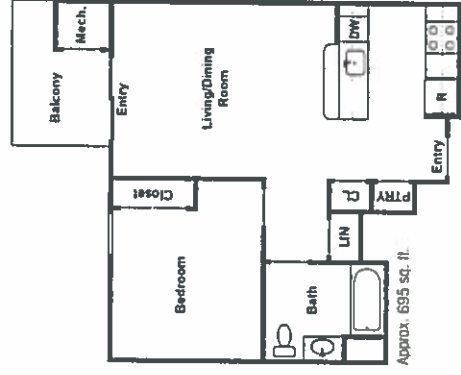
FLOOR PLANS

One and two bedroom floor plans available.

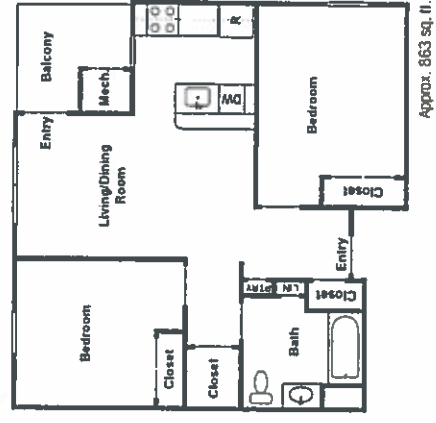
TYPICAL ONE BEDROOM



TYPICAL ONE BEDROOM A3



TYPICAL TWO BEDROOM



COME JOIN OUR
FRIENDLY COMMUNITY!

* Additional floor plans available.

» 1508 Mount Holly Road
Burlington Township, NJ 08016



SPRINGSIDE SCHOOL



conifer»
REAL ESTATE DEVELOPMENT, CONSTRUCTION & MANAGEMENT



www.coniferllc.com

20000 HORIZON WAY STE 180 (P) (856) 793-2078
MOUNT LAUREL, NJ 08054 (TF) (866) 502-4242

- » The Springside School is an affordable rental development for seniors. The construction was completed in October 2013.
- » The school has been rehabilitated to create 30 one- and two-bedroom units. An addition was constructed containing 45 one-bedroom units.
- » The Springside School is conveniently located on Route 541 providing easy access to public transportation, the New Jersey Turnpike, Route 130, Route 295 and Route 95 in Pennsylvania. It is also close to shopping, banks, churches and professional services.
- » The Springside School won the 2014 Smart Growth Award from NJ Future and the 2014 Supportive Housing Association of NJ Award.
- » The property is proudly certified under the New Jersey Energy Star Program.



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580 Benson Street, Camden, NJ 08103 856-964-1990	Telephone	Outreach	

IV. STAFF EXPERIENCE

4. Staff has experience. ☒ Yes ☐ No

Additional considerations: Attach additional sheets as needed: Marketing materials are not yet available for this site. Attached are sample marketing materials, used at another site managed by Conifer Management, LLC.

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Jessica Henry

Name (Type or Print)

Branchburg Township

Name of Municipality or Housing Sponsor



Signature of Person Submitting Plan (Contact Person)

Date

06/27/2018

Compliance Coordinator

Title

Affirm.pln

Approved by:

Property Management, New Jersey Housing and Mortgage Finance Agency

Revised - 11-13-07 (lw)

Affirmative Fair Housing Marketing Plan Attachment

Experience and Staff Instructions

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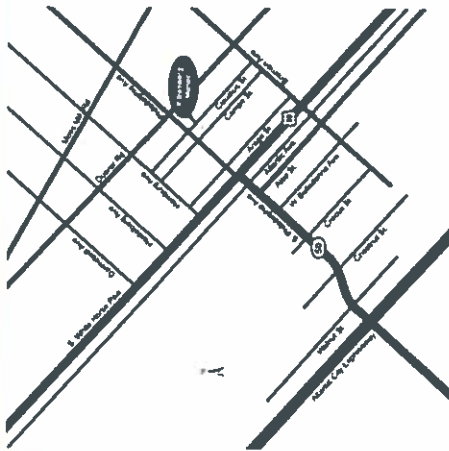
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for everyone at
Rittenberg Manor...



DIRECTIONS:

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528 PHILADELPHIA AVENUE
EGG HARBOR CITY, NJ 08215

(TEMPORARY LEASING ADDRESS:)
129 PHILADELPHIA AVENUE, EGG HARBOR CITY, NJ 08215

(609) 798-0072

TTY: 1-800-662-1220

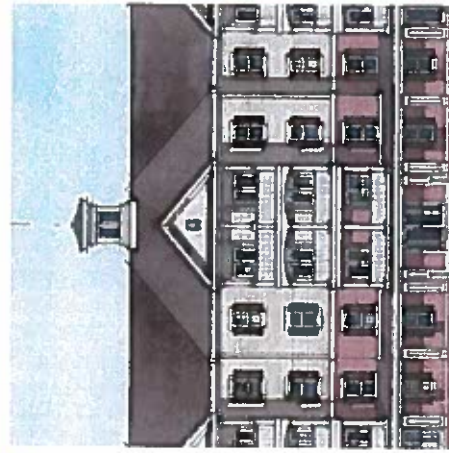
[E] rittenberg_manor@coniferllc.com

aconifercommunity.

www.coniferllc.com

f/coniferrealty

@coniferrealty



RITTENBERG MANOR

APARTMENT COMMUNITY

Comfort & Style

Located in the heart of downtown Egg Harbor City, Rittenberg Manor is new construction for seniors 62+. Located on the site of the historic Rittenberg School and close to restaurants, shopping, NJ Transit, and within a 1/2 mile of the rail station.

AMENITIES AND FEATURES

that enhance your comfort and enjoyment.

- » Fully-equipped kitchens
- » Cable Hookup
- » Onsite Laundry Facility
- » Wall to Wall Carpeting
- » Disabled Access
- » Onsite Parking
- » Onsite 24 Hour Maintenance
- » Community Room
- » Computer Room
- » Exercise Room
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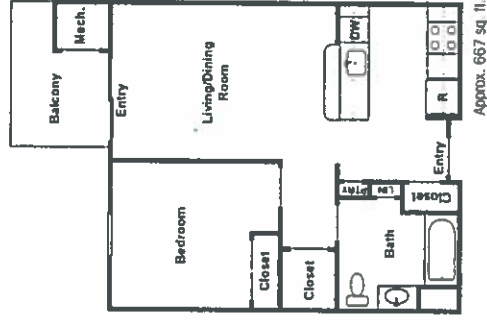
Security deposit required.

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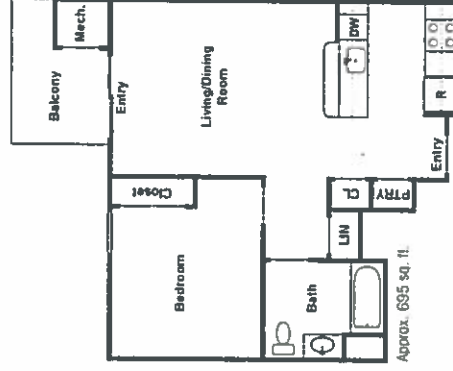
FLOOR PLANS

One and two bedroom floor plans available.

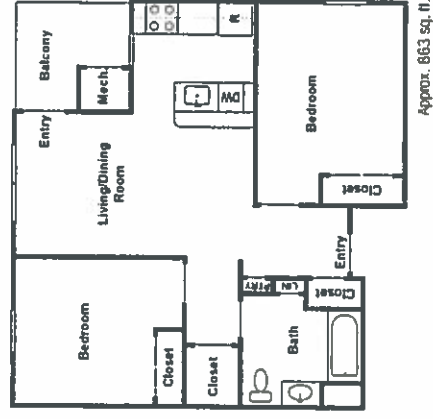
TYPICAL ONE BEDROOM



TYPICAL ONE BEDROOM A3



TYPICAL TWO BEDROOM



COME JOIN OUR
FRIENDLY COMMUNITY!

* Additional floor plans available.

» 1508 Mount Holly Road
Burlington Township, NJ 08016



SPRINGSIDE SCHOOL



conifer»
REAL ESTATE DEVELOPMENT, CONSTRUCTION & MANAGEMENT



www.coniferllc.com

20000 HORIZON WAY STE 180 **[P]** (856) 793-2078
MOUNT LAUREL, NJ 08054 **[TF]** (866) 502-4242

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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	
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	1.22	1.23
DSC All Hard Debt			1.16	1.15	1.17	1.18	1.19	1.22	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

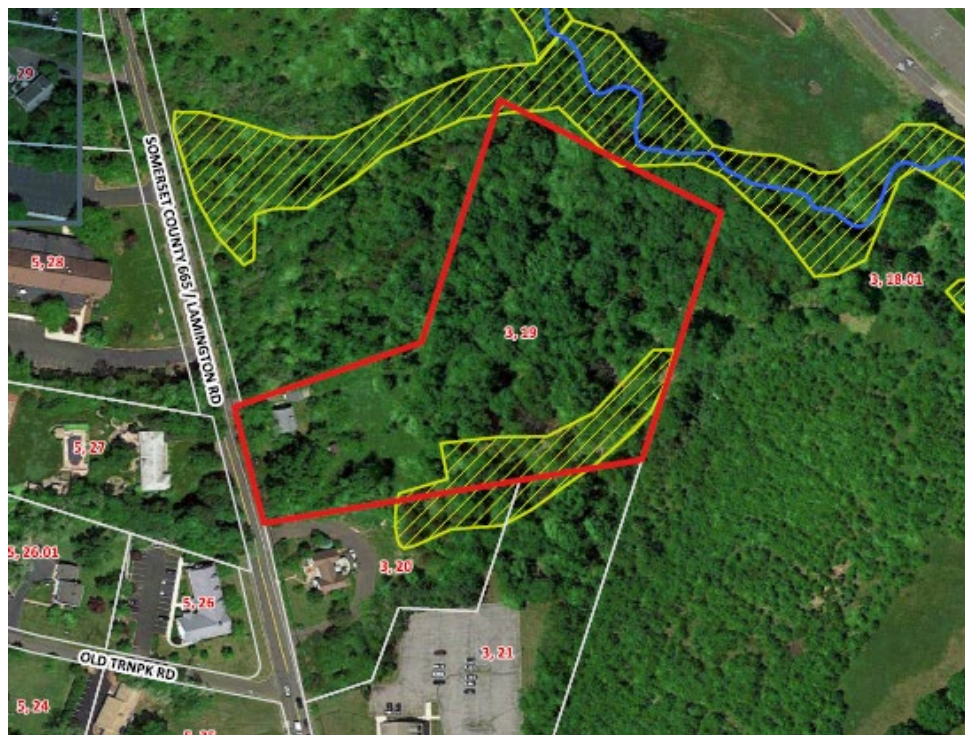
		Per Unit
Repairs & Maintenance	\$ 8,000	160
Snow Removal Contract	\$ 7,500	150
Trash Removal Contract	\$ 7,500	150
Security Contract	\$ 2,400	48
Grounds contract	\$ 7,350	147
Elevator Contract	\$ 5,000	100
Other Contract - Exterminator, repairs, hvac	\$ 6,500	130
TOTAL Contract Expenses	\$ 36,250	725
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

7.E. Cornerstone 100% Municipally Sponsored Development

7.F. TJC/Premier Municipally Sponsored Development

Preliminary Investigation of an Area in Need of Redevelopment (Non-Condemnation)

18 Lamington Road



March 2020

Branchburg Township, Somerset County

Preliminary Investigation of an Area in Need of Redevelopment (Non-Condernnation)

18 Lamington Road

Branchburg Township, Somerset County, New Jersey

Adopted pursuant to N.J.S.A. 40A:12A-1, The New Jersey Local Redevelopment and Housing Law, as a Non-Condernnation Preliminary Investigation by the Planning Board on _____ 2020.

Endorsed by the Township Committee on _____ 2020.

Prepared for Branchburg Township by:

Kendra Lelie, PP, AICP, LLA

Senior Associate

NJPP License # 5537

TOWNSHIP OF BRANCBURG MAYOR AND COMMITTEE

Thomas Young, Mayor
Brendon Beatrice, Deputy Mayor
Councilman James Schworn
Councilwoman Anna Columbus
Councilman David Owens

TOWNSHIP OF BRANCBURG 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 Attorney

TABLE OF CONTENTS

Introduction.....2

Description of the Study Area5

Existing Zoning.....6

Legal Basis for Redevelopment in New Jersey10

Benefits of Redevelopment Planning12

Summary of Findings for the Study Area.....12

Recommendation13



Introduction

In accordance with the New Jersey Local Redevelopment and Housing Law (LRHL), N.J.S.A. 40A:12A-6, the governing body of the Township of Branchburg, with the adoption of Resolution #2020-46 on January 27, 2020, has directed the Planning Board to conduct a preliminary investigation to assist in determining if Block 3, Lot 9 (18 Lamington Road) within Branchburg could qualify as “an area in need of redevelopment”. This preliminary investigation has been conducted and the property assessed under the criteria set forth in N.J.S.A. 40A:12A-5. Should ANY one of these conditions exist within the area studied, it is reasonable to conclude that an area is in need of redevelopment. They include:

- a. The generality of buildings is substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.



- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

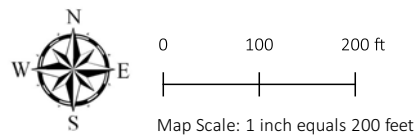
This report concludes that the Study Area does meet the criteria for designation as an Area in Need of Redevelopment as it is owned by the Township of Branchburg for the purpose of producing affordable housing.

Using the eligibility standards in N.J.S.A. 40A:12A-5, the Study Area meets Criteria "c" of the Local Housing and Redevelopment Law.

The subject parcel is located on the east side of Lamington Road adjacent to Raritan Valley Community College as depicted in the aerial photograph map detailing the location of the parcel studied (outlined in red).



**PRELIMINARY INVESTIGATION AREA: AERIAL PHOTO MAP
BLOCK 3, LOT 19 / 18 LAMINGTON ROAD, BRANCHBURG NJ**



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Data Sources:
NJDOT Roads, GOOGLE EARTH 2019
& NJGIS Parcel and MODIV



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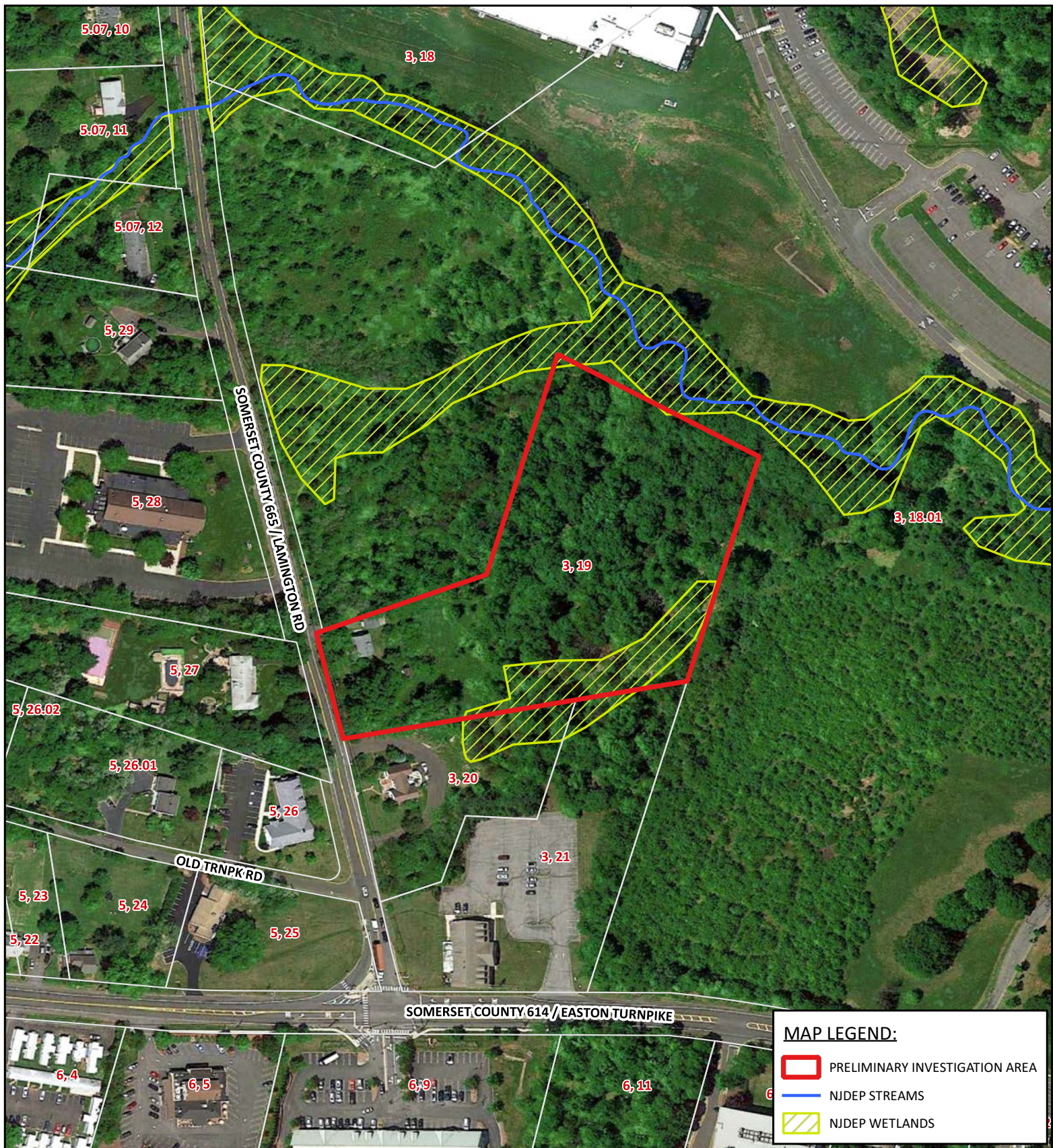


Description of the Study Area

The study area consists of approximately 4.5 acres of land located on the east side of Lamington Road within a 1/2 mile of Route 22 and south and west of Raritan Valley Community College. A vacant residential dwelling is situated along the western boundary of the parcel adjacent to Lamington Road. The remainder of the parcel is not improved and wooded.

While the study area is not affected by flooding, the flood zone from the North Branch Raritan River tributary, located north of the parcel, is located on the northern boundary of the study area. In accordance with NJDEP wetland mapping, there is a small isolated wetland located in the southern section of the parcel.

Generally speaking, the study area slopes north and east toward the boundary with Raritan Valley Community College, with areas of slopes greater than 15% located along the northern and northeastern property boundary.



PRELIMINARY INVESTIGATION AREA: WETLANDS MAP BLOCK 3, LOT 19 / 18 LAMINGTON ROAD, BRANCHBURG NJ



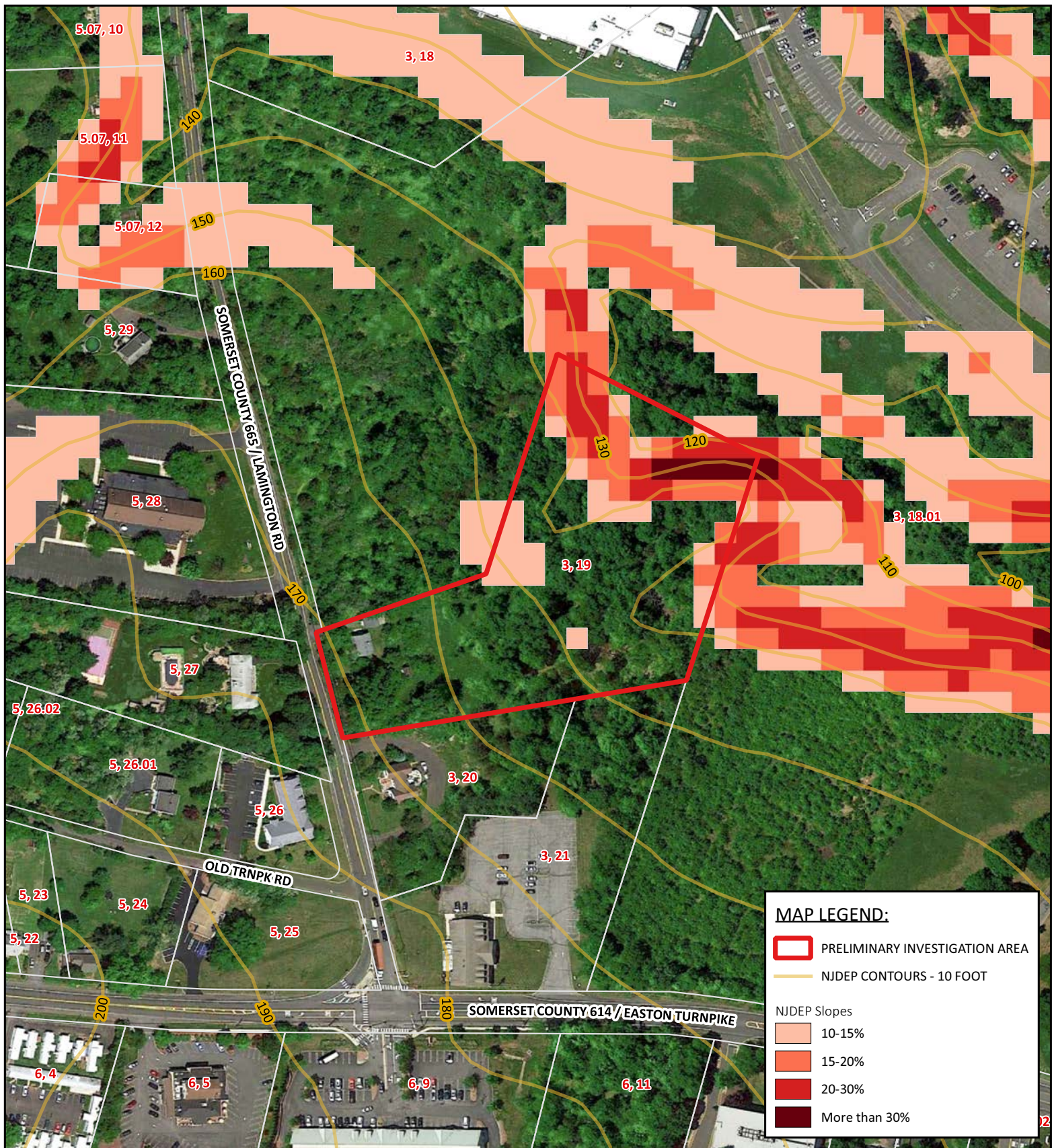
0 100 200 ft
Map Scale: 1 inch equals 200 feet

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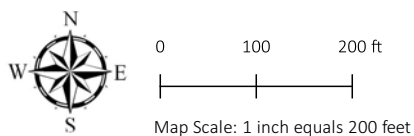
Data Sources:
NJDOT Roads, NJDEP Wetlands and
Streams, GOOGLE EARTH 2019
& NJGIS Parcel and MODIV

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PRELIMINARY INVESTIGATION AREA: SLOPES/CONTOURS MAP BLOCK 3, LOT 19 / 18 LAMINGTON ROAD, BRANCHBURG NJ

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Data Sources:
NJDOT Roads, NJDEP Contours and
Elevations, GOOGLE EARTH 2019
& NJGIS Parcel and MODIV

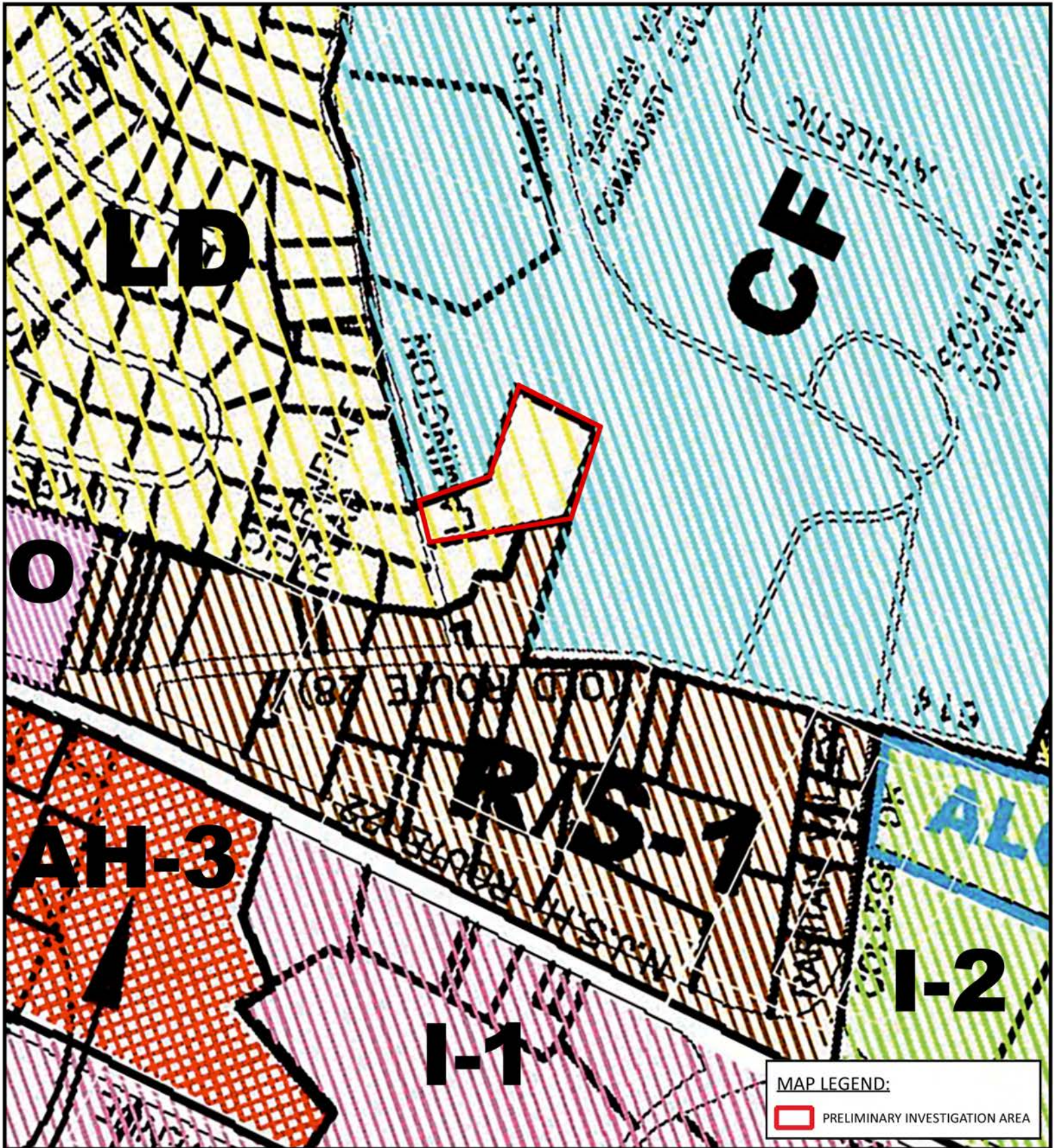
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Existing Zoning

The study area is located in the Low Density (LD) zoning district. This district permits single-family dwellings along with research farms, commercial agriculture, family daycare homes and community residences. Government uses, houses of worship and golf courses are conditional uses within the LD zoning district. Minimum lot area for a single-family dwelling is one acre.

The Community Facilities (CF) zoning district surrounds the study area on three sides. The CF zoning district permits government uses, schools and public utility facilities. Child-care centers and community residences are conditional uses in the CF zoning district. A small portion of the southern property boundary abuts the Retail Service 1 (RS-1) zoning district which permits retail and service uses, restaurants, hotels, motels, and offices.



PRELIMINARY INVESTIGATION AREA: ZONING MAP
BLOCK 3, LOT 19 / 18 LAMINGTON ROAD, BRANCHBURG NJ

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Map Not to Scale

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Legal Basis for Redevelopment in New Jersey

The New Jersey Local Redevelopment and Housing Law (LRHL), N.J.S.A. 40A:12A-1 et. seq., enables municipalities to take advantage of a broad range of tools that assist in remedying deteriorated conditions and blight or lack of proper utilization of land that ultimately impacts the public good. Areas that exhibit a preponderance of vacant or underutilized structures, or lands that have remained underutilized for a length of time can ultimately impact the viability of surrounding uses to the detriment of the public interest.

Redevelopment starts with the governing body authorizing the Planning Board to undertake a "Preliminary Investigation" of whether a certain area or group of parcels meet the redevelopment criteria outlined in N.J.S.A. 40A:12A-5. Recent changes in the LRHL require that the governing body, in its resolution authorizing the preliminary investigation, specify whether condemnation powers will be utilized in redevelopment efforts. In the case of this investigation, the governing body has already determined condemnation powers will not be used, branding this a "non-condemnation redevelopment area".

While the LRHL does not prescribe an exact form for the preliminary investigation, it must contain, at a minimum, a map of the area studied and the location of parcel included along with a statement as to the basis for the investigation. The Planning Board is required to hold a public hearing on the preliminary investigation, with notice given to affected property owners and general notice given by publication of the hearing in a newspaper of general circulation. Notice must be published for two consecutive weeks, the second publication occurring at least 10 days prior to the date of the hearing on the preliminary investigation. The hearing is held much like a hearing for land development applications, where interested parties and those immediately affected are afforded the opportunity to speak and enter evidence for the Board's consideration. At the conclusion of the public hearing, the Board is to provide their recommendation to the governing body as to whether all or any part of the study area meets the criteria to be considered an area in need of redevelopment.

Considering the recommendation of the Planning Board, the governing body may adopt a resolution determining that the area studied, or any part thereof, is an area in need of redevelopment. Once adopted, the resolution must be forwarded to the Commissioner of Community Affairs for review; under certain circumstances explicit approval is required, which must be issued by the Commissioner within 30 days. The governing body must issue a notice of determination within 10 days to all property owners within the study area and any person who filed a written objection and specified an address where a notice of determination must be sent.

Once an area is determined to be an area in need of redevelopment, the governing body must prepare or authorize the Planning Board to prepare, a redevelopment plan. The LRHL specifies that "the redevelopment plan shall include an outline for the planning, development, redevelopment, or



rehabilitation of the project area sufficient to indicate:"

- (1) Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- (2) Proposed land uses and building requirements in the project area.
- (3) Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- (4) An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al.).
- (6) As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.



Any redevelopment plan may include requirements for the provision of affordable housing, but it must contain discussion on the relationship of the plan to development regulations of the municipality and must be “substantially consistent with” or “designed to effectuate” the municipal master plan. Redevelopment plans are required to be adopted by ordinance which will proceed through the normal procedure undertaken by the governing body for such an action

Benefits of Redevelopment Planning

Aside from the obvious benefits of ameliorating deteriorating or unsavory conditions, redevelopment planning has tremendous benefits to the community from a land use planning perspective. Redevelopment planning enables the municipality to establish new zoning parameters for redevelopment, parameters that can in some cases represent a significant departure from existing base zoning with respect to physical form, building materials and design and density. Whether treated as superseding existing zoning or as an overlay, a redevelopment plan offers the opportunity to be creative and meet emerging needs of the community through a small scale, self-contained planning process.

Summary of Findings for the Study Area

The Study Area meets the “c” criterion as the property is owned by the Township of Branchburg. Redevelopment of this parcel emanated from the Court approved (Order dated 2/5/2020) Settlement Agreement between the Township and Fair Share Housing Center executed in August 2019, which proposes a municipally sponsored senior rental affordable housing development on the property. As a condition of the Settlement Agreement, the 100-unit senior rental development will include 40 senior rental units set aside for low- and moderate-income individuals/families and will begin construction by Fall 2021. The Township will donate the parcel to the selected redeveloper of the site for the construction of an inclusionary development that provides a substantial affordable housing set aside component (40%).

Criteria “c” states that if the following condition exists, the Planning Board can recommend to the Township Committee that the criteria is met and the site can be determined to be an ‘area in need of redevelopment’.

Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.



As to criteria “h”, it should be noted that the study area meets the criteria for consistency with smart growth planning principles. Criteria “h” states the following:

The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

The study area is within Planning Area 2 (Suburban Planning Area) as delineated in the New Jersey State Development and Redevelopment Plan (State Plan), an area targeted for growth. Further, the State Plan sets goals to revitalize the state’s cities and towns, protect natural resources and systems, promote beneficial economic growth, development and renewal and to provide adequate housing at a reasonable cost, among other goals. The redevelopment of the study area therefore furthers the smart growth goals of the State Plan. General smart growth principles provide a mix of land uses in a walkable, compact form that creates a sense of place, creates varying levels of housing choice and opportunity and directs growth towards existing communities, limiting sprawl. Redevelopment of the study area for affordable housing will result in growth that is consistent with well-established smart growth principles.

Recommendation

This report constitutes the preparation of a preliminary investigation for determining an Area in Need of Redevelopment as directed by the Township Committee of Branchburg Township. It is the conclusion of this preliminary investigation that the Study Area qualifies under the criteria set forth at N.J.S.A. 40A:12A-1 et seq., to be designated as an Area in Need of Redevelopment. The Study Area satisfies criteria “c” as the Township owns the parcel in the study area.

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 _____ for the area designated as an Area in Need of Redevelopment (Non-Condernation) 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

TABLE OF CONTENTS

INTRODUCTION	1
LOCAL OBJECTIVES	4
Objectives	4
Supersedes Existing Zoning.....	5
Zoning Map	5
Variances, Exceptions and Submission Waivers.....	5
PROPOSED LAND USES, REQUIREMENTS, REGULATIONS & STANDARDS	5
Applications	5
Redevelopment Area Zoning – Affordable Housing-7 (AH-7) Zoning District.....	6
Public Improvements	9
Relocation Assistance.....	9
Affordable Housing	10
DEVELOPMENT PLAN REVIEW AND APPROVAL.....	10
Application for Development.....	10
Consistency with Redevelopment Plan	10
Planning Board Review	10
Effects of Approval	10
GENERAL PROVISIONS	11
Redevelopment Entity	11
Redeveloper Selection	11
Effect of Agreement.....	11
Expiration.....	11
Staff Employment	11
Acquisition of Property	12
RELATIONSHIP TO THE MASTER PLAN AND PLANS OF OTHER JURISDICTIONS.....	12
Branchburg Township Master Plan.....	12
Somerset County 2017 Master Plan.....	12
State 2001 Development and Redevelopment Plan	13
Relocation Provisions	13

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):

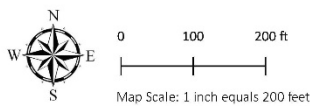
- Local Objectives;
- Proposed Land Uses and Requirements;
- Redevelopment Regulations and Standards;
- Relationship of the Redevelopment Plan to the Master Plan and Other Plans;
- Provision of Affordable Housing;
- Redevelopment Regulations and Relationship to Municipal Development Regulations;
- Relationship 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



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April 2020

Data Sources:
 NJDOT Roads, GOOGLE EARTH 2019
 & NJGIS Parcel and MODIV



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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 BRANCBURG 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 “Affordable Housing-7 (AH-7) district”.

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 – Affordable Housing-7 (AH-7) Zoning District

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.

APPENDIX A

Resolution #2020-158

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-Condensation Redevelopment Area; and

WHEREAS, the Planning Board prepared an investigative report titled "Preliminary Investigation of an Area in Need of Redevelopment (Non-Condensation) – 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-Condensation 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-Condensation 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	✓			

RESOLUTION

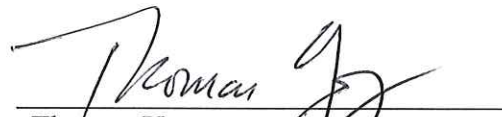
NO. 2020-157

ADOPTED: JULY 13, 2020

BE IT RESOLVED by the Township Committee that authorization to bid for regular and emergency maintenance, repair and parts replacement for the Township's sewer pump stations is hereby granted.

ATTEST:


Marguerite Schmitt, RMC
Township Clerk


Thomas Young
Mayor

ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COLUMBUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OWENS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BEATRICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YOUNG	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX B

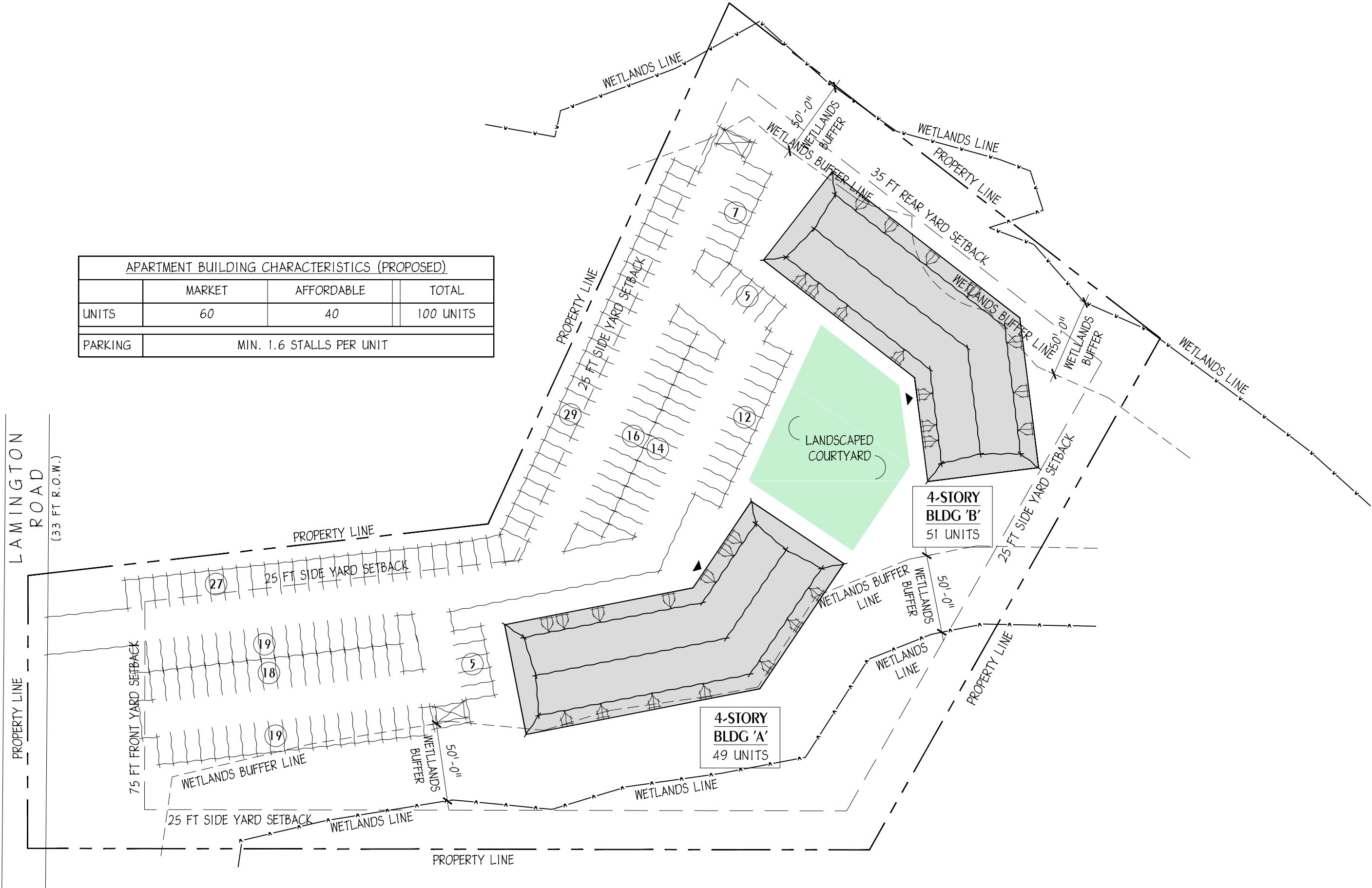
Concept Plan

4-STORY APARTMENT BLDGS OVER SLAB

CONCEPT SITE LAYOUT

GROUND FLOOR PLAN

SCALE: 1" = 60'-0"



APPENDIX C

Architectural Plan

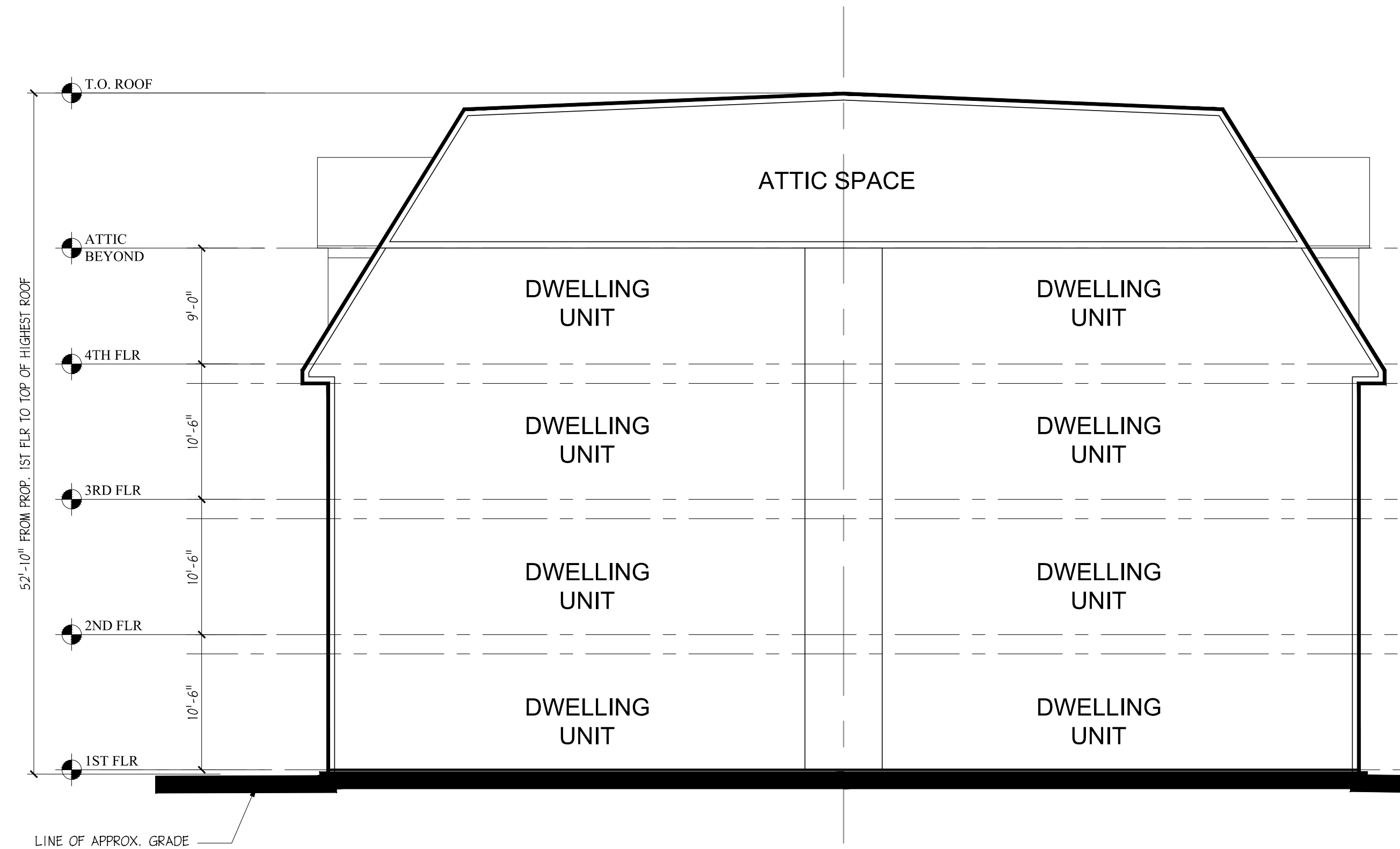
APPEL DESIGN GROUP - FILENAME: P:\CLIENT\PREMIER 14 - BRANCHBURG SENIOR\DWG\PREMIER13 [P0] - ELEV.DWG PLOT DATE: 08/08/2019 1:47 PM BY: TM



4-STORY APARTMENT BUILDING
TYPICAL FRONT ELEVATION
SCALE: 1/8" = 1'-0"



4-STORY APARTMENT BUILDING
TYPICAL SIDE ELEVATION
SCALE: 1/8" = 1'-0"



4-STORY APARTMENT BUILDING
SECTION DIAGRAM
SCALE: 1/8" = 1'-0"

NOTE: FOURTH FLOOR BUILT INTO ROOF CONSTRUCTION.

ELEVATION KEY NOTES			
NOT ALL NOTES MAY APPLY TO THIS SHEET			
01	BRICK VENEER		
02	BRICK SOLDIER COURSE		
03	HORIZONTAL SIDING		
04	ARCHITECTURAL/STRUCTURAL COLUMN IV BRICK PIER		
05	WINDOW/DOOR SYSTEM AS SELECTED		
06	METAL ACCENT ROOF		
07	DECORATIVE ARCHITECTURAL BRACKET		
08	ARCHITECTURAL TRIM PANEL		
09	DIMENSIONAL ROOF SHINGLES		
10	DECORATIVE CUPOLA IV WINDOW		
11	DECORATIVE WINDOW SHUTTERS		
12	MAGIC-PAK GRILLE		
13	PREFINISHED ALUMINUM GUARD RAIL		
14	FRIEZE BOARD		
15	DOOR STYLE AS SELECTED		
NOTE: PRODUCTS MAY VARY TO SUIT ARCHITECTURAL INTENT UTILIZING OTHER PRODUCTS OF SIMILAR APPEARANCE AND QUALITY. PRODUCT MANUFACTURERS MAY VARY.			



APPEL DESIGN GROUP
ARCHITECTS

220 SOUTH ORANGE AVE., SUITE 100
LIVINGSTON, NJ 07039
TEL: (973) 994-1776
FAX: (973) 577-4455

PREMIER HOMES

NO.	REVISION	BY	DATE
1	ISSUE FOR REVIEW	TM	6-20-19
2	ISSUE FOR REVIEW	TM	8-1-19
3	ISSUE FOR REVIEW	TM	8-8-19



LAURANCE D. APPEL, R.A. NJ # A1-13149
NY - 025018
PA - RA-014560-B

APARTMENT BLDG
ELEVS & SECT

DRAWN BY:	TM
CHECKED BY:	LA
CLIENT:	PREMIER 14
DATE:	6-20-19

DRAWING:

SK-1E

COMM. #: N/A

Lamington Road Site

Branchburg Township

Estimated Schedule

April 2020	Branchburg deems site an area in need of redevelopment
May 2020	Branchburg introduces ordinance rezoning subject site
June 2020	Branchburg approves ordinance rezoning subject site
July 2020	Premier commences further site investigation, wetlands study, etc.
September 2020	Premier begins full engineering design
October 2020	Obtain sanitary sewer easement from RVCC
December 2020	Premier submit application to Planning Board
January 2021	Branchburg deems PB application complete
March 2021	Planning Board hearing & approval
August 2021	Submit revised plans to satisfy conditions of approval
September 2021	Submit copies outside agency approvals to Branchburg
October 2021	Submit copies of NJDEP permits to Branchburg
October 2021	Begin site work
April 2022	Begin first multifamily building
Feb 2023	Begin second multifamily building
July 2023	First occupancy in multifamily building
May 2024	Complete second multifamily building

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>
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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

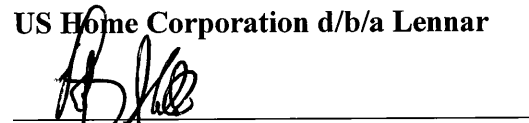
Township of Branchburg


Thomas Young, Mayor

Witness


Stephen M. Dahl, Representative

US Home Corporation d/b/a Lennar


Robert Calabro, Vice President

Acknowledgments Next Page

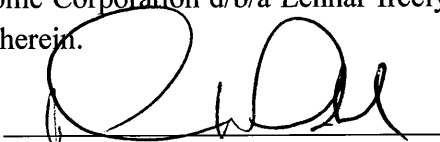
Developer Acknowledgment

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

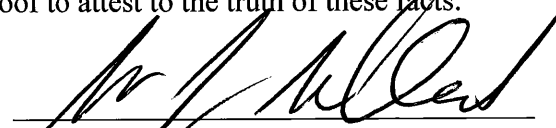
Township Acknowledgement

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.

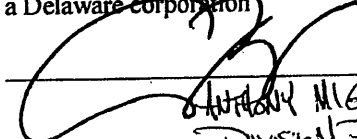
7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

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:

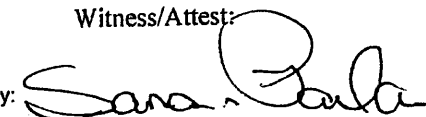

STEPHEN M. DIKE

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:

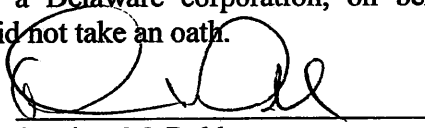

Anthony Mignone, Vice President

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 Grier
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 BRANCBURG 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

Shirley
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

Ad No.: 0004094690

Address: 1077 US HIGHWAY 202 N
BRANCHBURG NJ 08876
USA

Pymt Method: Invoice

Net Amt: \$22.36

Run Times: 1

No. of Affidavits: 0

Run Dates: 03/06/20

Text of Ad:

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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.

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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

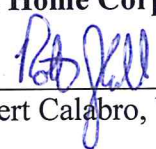
Thomas Young, Mayor

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

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 Lebrich
CHAIRMAN, BOARD OF ADJUSTMENT

Shirley
SECRETARY, BOARD OF ADJUSTMENT

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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

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(For Info Only - NOT A BILL)**

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Ad No.: 0004094690

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BRANCHBURG NJ 08876
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Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk

(\$22.36)

0004094690-01

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 6th day of March, 2020.
in said newspaper.

Sworn and subscribed before me this

6th day of March, 2020

M. Schmitt
Notary Public of New Jersey



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Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk

(\$22.36)

0004094690-01

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. Albanese, seconded by Ms. Walch, the Board of Adjustment voted to adopt the Resolution.

<p style="text-align: center;">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</p>											
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 style="text-align: center;">X – indicates vote NE – not eligible to vote NV – not voting (abstained) ABS – absent</p>											

Thomas Lembrich
CHAIRMAN, BOARD OF ADJUSTMENT

Van Grier
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

Branchburg Case No. 2015-007A Amended.

Joann Ricks

Wed 12/4/2019 10:16 AM

To: Courier News (clegals@njpressmedia.com) <clegals@njpressmedia.com>

 1 attachments (23 KB)

BOA Resolution Newspaper Public Notice.12.4.19.doc;

Please publish the attached legal ad.

Acct. Branchburg Board of Adjustment

Acct No. 41162

Contact: Jo-Ann Ricks

Pref. Date; Friday December 6, 2019

No. of Affidavits: 0

P.O. 19-74796

Kind Regards,

Jo-Ann M. Ricks

Deputy Zoning Officer/Board Clerk

Branchburg Township

1077 US 202 North

Branchburg, NJ 08876

Ph: (908) 526-1300 ext 152

Fax: (908) 526-7479

joann.ricks@Branchburg.nj.us

Notice: You are advised that copies of correspondence, including e-mail correspondence and attachments, between the public and Branchburg Township are obtainable by any person filing a request under the Open Public Records Act (OPRA) unless subject to a specific OPRA exception. There should be no expectation that the content of e-mails exchanged between the public and municipal officials and employees will remain private.

TOWNSHIP OF BRANCHBURG
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Jo-Ann M. Ricks
Deputy Zoning Officer/Board Clerk

Posted: December 4, 2019

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: BRANCHBURG TWP BOARD OF ADJUST

Ad No.: 0003935200

Address: 1077 US HIGHWAY 202 N
BRANCHBURG NJ 08876
USA

Pymt Method Invoice

Net Amt: \$13.33

Run Times: 1

No. of Affidavits: 0

Run Dates: 12/06/19

Text of Ad:

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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. Gilliberti

Notary Public of New Jersey

Linda A Gilliberti
NJ Notary # 50043594
Commission Expires: 08/09/2021

TOWNSHIP OF BRANCBURG
PUBLIC NOTICE

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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 Engi-
neering 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 Officer/Board
Deputy Zoning
Clerk
Posted: December 4, 2019
(\$13.33)

0003945200-01

7.H. River Trace Inclusionary Development

DEVELOPER'S AGREEMENT

AMERICAN CLASSICS, L.L.C.

2005-015

Lot 1, Block 53 and Lots 9 & 10, Block 55

THIS AGREEMENT, dated September 8, 2006, by and between American Classics, LLC., having an address of P.O. Box 5344, North Branch, NJ 08876 and River Trace, LLC, 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 08876 (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") copies of which are incorporated within this Agreement and annexed hereto as Exhibit A; and

WHEREAS, in accordance with Municipal Ordinance No. 98-772, a Developer's Agreement must be submitted by the Developer and be reviewed and approved by the Municipal Attorney's office.

NOW, THEREFORE, in consideration of the foregoing, and the agreements and conditions of the Resolutions, it is mutually agreed by and between the parties hereto as follows:

1. The Developer shall post any cash deposit, surety bond or letter of credit (collectively, the "Performance Guarantee"), and all other necessary deposits in the amounts required by the Municipal Engineer's calculations and as set forth in the Resolutions. All bonds or letters of credit submitted by the Developer shall comply with the requirements of the applicable Municipal ordinances and the Municipal Land Use Law and shall be in a form satisfactory to the Municipal Attorney.

2. All of the work and public improvements ("Improvements") required by the Resolutions shall be completed within two (2) years of the date of this Agreement. Should the Developer fail, refuse or neglect to complete, to the satisfaction of the Municipal Engineer and in

accordance with this Agreement, all the required Improvements within the specified time, then upon thirty (30) days' prior written notice to Developer, the Municipality shall be free to take whatever legal steps the Municipality desires, including, but not limited to (i) utilizing any cash deposit (and interest earned thereon) and (ii) filing an action on any bond or drawing funds under any letter of credit, in order to secure the satisfactory completion of the Improvements. In doing so, the Municipality may contract for completion of the Improvements or may do the same with its own labor and materials, and the cost and expenses for the completion shall be chargeable against the Developer and/or the Developer's cash deposit and performance bond or letter of credit. Should the cash deposit and performance bond or letter of credit prove to be insufficient, then the Developer shall be liable for payment of any deficiencies.

3. The Developer shall fully comply with all applicable statutes, ordinances, rules, regulations and all other requirements of any governmental bodies having jurisdiction over any aspect of the Development or the Improvements or facilities thereof, including all applicable requirements, rules, regulations and statutes of the State of New Jersey, all conditions of the approving Board and all representations made to the approving Board (the "Requirements"). The Developer agrees that should it fail to comply with these Requirements, the Municipality may, upon proper notice to the Developer, suspend all building permits issued for the Development until such time as the Developer shall comply with the Requirements.

4. The Developer shall restore and replenish all escrow and inspection fee deposits as required by the applicable Municipal ordinances and as permitted by the Municipal Land Use Law. In any event, the Developer shall remain responsible for the payment of any inspection and professional fees which may be required.

5. Upon completion of all Improvements called for by the Resolutions, and this Agreement, the Developer shall deliver to the Municipality a twenty-four (24) month surety maintenance bond or letter of credit for the maximum sum permitted by applicable law, in a form satisfactory to the Municipality Attorney.

6. Upon satisfactory completion of all Improvements, or at such other times as the Municipality may require, the Developer agrees without cost or expense to the Municipality, to demonstrate to the satisfaction of the Municipal Attorney that the Developer has good and marketable title to same, free from all encumbrances or liens. Unless otherwise required by the Municipality, the Developer shall retain ownership of and responsibility for maintaining all site improvements.

7. The Developer shall remove and properly dispose of all tree stumps, dead trees, limbs, construction or other debris resulting from construction of the Development.

8. The Developer shall comply with all requirements of the Municipal Engineer and the Somerset Union Soil Conservation District ("Soil Conservation District") and shall remove any silt deposited in or about the Development, or in any storm sewers, brooks, catch basins or other drainage areas resulting from erosion or siltation of soil or debris during the course of construction. Any instruction given by the Municipal Engineer, Construction Official or Soil Conservation District to prevent such erosion or siltation shall be promptly performed by the Developer.

9. After completing construction of the Improvements, the Developer shall furnish the Municipality with "as built" plans as required by the Resolutions. Upon request of the Developer and recommendation of the Municipal Engineer and in the manner provided by the Municipal Land Use Law, the Municipality, by duly adopted resolution, shall reduce the amount of the Performance Guarantee posted by the Developer when portions of the Improvements have been certified by the Municipal Engineer to have been properly completed. The Developer shall be released from the obligations of the Performance Guarantee when all Improvements covered by the Performance Guarantee have been certified to have been properly completed in accordance with this Agreement

and the Resolutions, provided that applications for this release shall be processed as provided in the Municipal Land Use Law. Upon such release, any remaining amount of the cash deposit (including unused interest) shall be returned to the Developer.

10. The Developer shall ensure that all lots in the Development shall be properly graded and drained.

11. Although the Municipality shall issue certain construction permits pursuant to its ordinances from time to time after the execution of this Agreement and proper application by the Developer, no Certificates of Occupancy for any occupant shall be issued until all utilities, electric, storm sewer, curbing, and other improvements which affect the building for which the Certificate of Occupancy is sought, have been fully and properly installed. Additionally, no Certificates of Occupancy for any occupant shall be issued until a Homeowners' Association has been formed, and the said Association has executed the Stormwater Management Agreement, annexed hereto as Exhibit B.

12. No work shall commence on the Development until a preconstruction meeting has been held between the Developer, Municipal Engineer and Soil Conservation District.

13. In the event that the Developer submits an irrevocable letter of credit to the Municipality as or in partial satisfaction of the requirement for posting a Performance Guarantee, the Developer shall be obligated to have that letter of credit renewed not less than sixty (60) days prior to its expiration. In the event that the Developer fails to renew the letter of credit as required by this paragraph, the Municipality shall have the right to do the following: (i) call the letter of credit and deposit the proceeds thereof into a cash escrow account; (ii) issue a Stop Work Order for all buildings for which building permits have been issued; or (iii) not issue any Certificates of Occupancy for any buildings that have been constructed within the Development until the letter of credit is renewed or replaced by a valid letter of credit or cash escrow.

14. The Resolutions and this Agreement shall be incorporated within all bonds or letters of credit supplied by the Developer.

15. 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 upon presentation of the bond and annually thereafter and, if the bonding company becomes financially insecure at any time during construction of the Development or during the life of the maintenance guarantee, the Developer shall immediately provide substitute surety or letter of credit in a form acceptable to the Municipal Attorney.

16. While the terms and conditions set forth in this Agreement are binding upon the Municipality, the approving Board, and the Developer, nothing contained herein shall be construed as preventing the Municipality, the approving Board or the Developer from exercising in any court of law or elsewhere any rights or duties which it may have by statute, ordinance or other law. This Agreement shall not operate to confer upon such public body any powers, rights or duties it does not now possess, nor abridge the rights of the Developer vis-a-vis any such body politic.

17. The covenants, undertakings, agreements and other obligations mentioned in this Agreement shall not be construed as a representation by the Municipality, the approving Board, or by any other Municipal officer, board or employee to have or assume to have any contractual or other liability to or with any persons, firms or corporations purchasing any land, buildings or improvements from the Developer or otherwise using or having an interest in the same, nor shall this Agreement be construed to create any liability on the Municipality or the approving Board to third persons.

18. Nothing contained herein shall be construed to render the Municipality or any of its officers, boards or employees liable for any charges, costs or debts for material, labor or other expenses incurred in the making of the improvements.

19. The Developer shall be and remain liable for any and all damage or money loss incurred by the Municipality or its officers or agents by any neglect, wrongdoing, omission or commission of or by the Developer or by any person, firm or corporation acting for the Developer arising from the making of the Improvements or other performance of the terms of this Agreement. The Developer shall save, indemnify and hold harmless the Municipality, its officers, agents, boards and employees from any and all liability and reasonable costs incurred in defending, negotiating or settling any action which may arise from any such damage or loss, from the making of the Improvements by Developer or the performance of the terms of this Agreement, unless the Municipality or its agents shall have acted contrary to law or failed to perform such acts required by law or by this Agreement.

20. Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claim against the Municipality or any of its agencies with respect to the manner of the installation of the Improvements or any work permitted by the Resolutions, or for any damages arising therefrom.

21. All notices sent pursuant to this Agreement shall be in writing and directed to the party 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.

22. If required by the Municipality, the Developer shall submit to the Municipal Attorney for approval and shall subsequently execute and record all easements for the benefit of the Municipality.

23. This Agreement is binding upon the Municipality, the Developer and their respective successors and assigns. The Developer further agrees that this Agreement shall be binding upon the Developer and the Developer's heirs, personal representatives, successors, or assigns, notwithstanding the fact that it may sell, transfer, encumber or otherwise dispose of the Development or any portion thereof, and the Performance Guarantee called herein shall remain in full force and effect in any such event. **OR**

24. The validity and construction of this Agreement, and of the rights and duties of the parties, shall be governed by the laws of the State of New Jersey.


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:

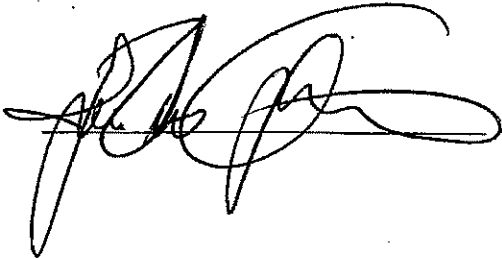
TOWNSHIP OF BRANCHBURG


Sharon Brienza, Clerk

By:


M. Kate Sarles, Mayor

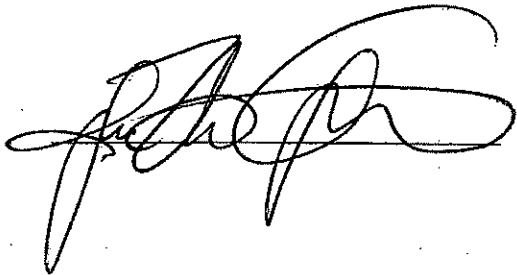
ATTEST:

A large, stylized handwritten signature in black ink, appearing to be a cursive representation of a name, possibly "J. Monticello".

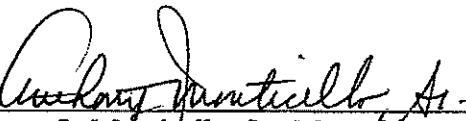
AMERICAN CLASSICS, LLC

By: 
Anthony J. Monticello, Sr., Member

ATTEST:

A large, stylized handwritten signature in black ink, identical to the one in the first section, appearing to be a cursive representation of a name, possibly "J. Monticello".

RIVER TRACE, L.L.C.

By: 
Anthony J. Monticello, Sr., Managing Member

STATE OF NEW JERSEY:

SS.

COUNTY OF SOMERSET:
STATE OF NEW JERSEY:

SS.

COUNTY OF SOMERSET :

I CERTIFY that on 9/18, 2006, 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

9/18, 2006.

Mary Ann Sinawa
Notary Public

MARY ANN SINAWA
NOTARY PUBLIC
NEW JERSEY
Commission Expires 12/31/2006

MARY ANN SINAWA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/31/2006

STATE OF NEW JERSEY:

SS.

COUNTY OF SOMERSET:

STATE OF NEW JERSEY:

SS.

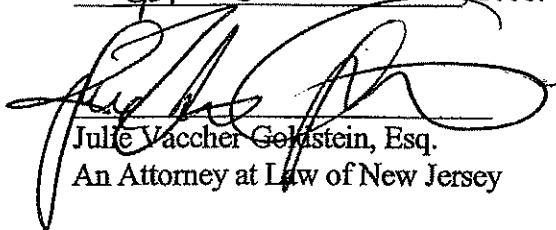
COUNTY OF SOMERSET:

I CERTIFY that on Sept. 8, 2006, 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 a 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

Sept 8, 2006.


Julie Vaccher Goldstein, Esq.
An Attorney at Law of New Jersey

STATE OF NEW JERSEY:

SS.

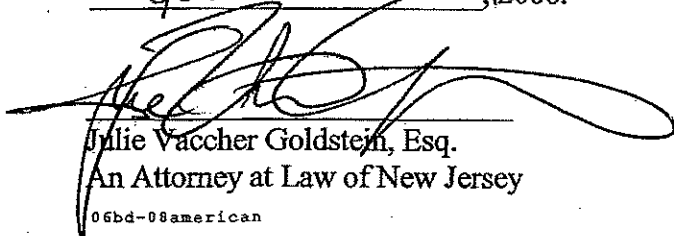
COUNTY OF SOMERSET:

I CERTIFY that on Sept 8, 2006, 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

Sept 8, 2006.


Julie Vaccher Goldstein, Esq.
An Attorney at Law of New Jersey
06bd-08american

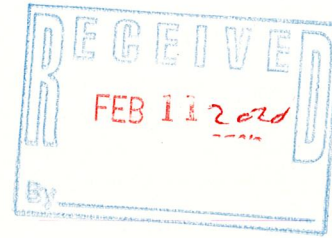
June 22, 2006

EXHIBIT A
PLANNING BOARD
RESOLUTIONS

7.I. North Branch Walk Inclusionary Development



The
Somerset Raritan Valley
Sewerage Authority



February 6, 2020

F. Mitchel Ardman
The Reynolds Group, Inc.
575 Route 28, Suite 110
Raritan, NJ 08869

Re: Sewer Extension Permit
Block 9, Lots 17, 18, 19, 20, 21 & 24
Township of Branchburg, Somerset County

Dear Mr. Ardman:

I am pleased to advise you that at the February 3, 2020 meeting of The Somerset Raritan Valley Sewerage Authority Board of Commissioners, the Authority adopted Resolution No. 20-0127-2, which approves the construction of a sewer collection system and a sewer connection to the appropriate Township of Branchburg collection system line or lines to allow the discharge of sewage to be received and treated at and by the facilities of The Somerset Raritan Valley Sewerage Authority.

This application is for approval of a flow of 88,650 gpd from a proposed residential development consists of 91 affordable housing units and 274 market rate units. The project is located near the intersection of Route 22 and Route 28, and includes the construction of 5,452 linear feet of 8-inch PVC gravity sewer.

Additionally, due to New Jersey Department of Environmental Protection's strict limits on chlorination byproducts, the flow generated from this application only includes domestic sewage and does not include the acceptance of any backwash and drain down discharges from any proposed swimming pools.

This application is in compliance with applicable wastewater management plans and documents and there is currently sufficient treatment capacity for the proposed contributory flow.

1 of 2

Sewer Extension Approval/Res. No. 20-0127-2

The developer/applicant agrees to pay the Connection Fee to the Authority prior to applying for the necessary construction/plumbing permits.

If you have any questions concerning this approval or the connection fee, please contact me at (732) 469-0593 ext. 234, or our Facility Engineer, Sherwin Ulep, at ext. 247.

Very truly yours,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Ronald S. Anastasio, P.E.
Executive Director

RSA/mh
Enclosures

cc: Sherwin Ulep, Facility Engineer

**SEWER EXTENSION RESOLUTION NORTH BRANCH WALK
PROPOSED COMBINED 365-UNIT MARKET RATE AND AFFORDABLE HOUSING
DEVELOPMENT BLOCK 9 LOTS 17, 18, 19, 20, 21 AND 24
TOWNSHIP OF BRANCBURG**

WHEREAS, an application has been received from Branchburg Township for construction of a sewer collection system and a sewer connection to the appropriate Branchburg Township line or lines to allow the discharge of sewage to be received and treated at and by the facilities of The Somerset Raritan Valley Sewerage Authority, and

WHEREAS, such sewer connection has been calculated to discharge a flow of 88,650 gpd from a proposed residential development which consists of 91 affordable housing units and 274 market rate units; and

WHEREAS, the project is located near the intersection of Route 22 and Route 28, and includes the construction of 5,452 linear feet of 8-inch PVC gravity sewers as shown on plans entitled (ten sheets):

Site Plan for North Branch Walk, Block 9, Lot 17, 18, 19, 20, 21 & 24 Township of Branchburg, Somerset County, New Jersey, prepared by The Reynolds Group Inc., dated March 5, 2019, last revised December 10, 2019; and

WHEREAS, due to New Jersey Department of Environmental Protection's strict limits on chlorination byproducts, the flow generated from this application only includes domestic sewage and does not include the acceptance of backwash and drain down discharges from any proposed swimming pools; and

WHEREAS, said application has been reviewed for conformance with the applicable wastewater management plans and documents and available permitted design treatment capacity, only, and is recommended for approval by, Sherwin Ulep, P.E., the Authority Engineer; and

WHEREAS, the Somerset Raritan Valley Sewerage Authority sewer connection fee for this application shall be reviewed, calculated and paid in accordance with current Authority connection fee policy prior to obtaining any building permits; and

BE IT RESOLVED BY THE SOMERSET RARITAN VALLEY SEWERAGE AUTHORITY that it hereby consents to the construction of the above stated collection system, such consent being in accordance with the provisions of R.S.40:14A-29; and

BE IT FURTHER RESOLVED that The Somerset Raritan Valley Sewerage Authority does hereby approve the Application of Branchburg Township to connect to the Branchburg Township collection system and to deliver sewage to the facilities of The Somerset Raritan Valley Sewerage Authority, subject to further approval of the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED this approval is not, nor shall it be construed to be, an allocation or guarantee of future capacity, and, further, that the connection fee or fees in effect at

the time such connection is to be made shall be paid to the Authority in accordance with the Authority's regulations pertaining thereto and the terms of a Connection Fee Agreement entered into by and between the Applicant and the Authority on or before the date of adoption of this Resolution; and

BE IT FURTHER RESOLVED this consent and approval will terminate if the Applicant fails to complete construction of said collection facilities and to make connection thereof and commence delivery of sewage to the facilities of The Somerset Raritan Valley Sewerage Authority within two (2) years of the date hereof; and the Department of Environmental Protection is hereby notified that all time extension requests of this consent and approval must be approved by the Authority.

BE IT FURTHER RESOLVED that the Executive Director of the Authority is hereby directed to forward a copy of this Resolution to the Department of Environmental Protection and Branchburg Township and the said Township is hereby directed to immediately notify the Authority when it receives notice and a request for the herein above project to be connected to the municipal sewer system.

INTRODUCED BY: Peter Stires
SECONDED BY: Gail Quabeck

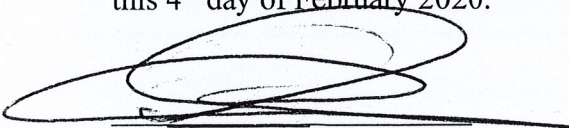
ROLL CALL VOTE:

Robert Albano	Yes	Steven Mlenak	Yes
Louis Esposito, Jr	Yes	Philip Petrone	Yes
Michael Impellizeri	Yes	Spencer Pierini	Absent
Joseph Lifrieri	Yes	Gail Quabeck	Yes
Edward Machala	Yes	Randy Smith	Yes
Richard Mathews	Yes	Peter Stires	Yes
		Todd Hay	Yes

CERTIFICATION

I, Ronald S. Anastasio, P.E., Executive Director of The Somerset Raritan Valley Sewerage Authority, **HEREBY CERTIFY** that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 3rd day of February 2020 as the same appears on record in the Minute Book of the Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Authority this 4th day of February 2020.



Ronald S. Anastasio P.E.
Executive Director

RSA/SH/mh



The
Somerset Raritan Valley
Sewerage Authority

February 4, 2019

Alexander G. Fisher
Savo Schalk, Gillespie, O'Grodnick & Fisher
77 North Bridge Street
Somerville, NJ 08876

Re: Proposed Residential Development
Block 9, Lots 18-21 & 24
Township of Branchburg

Dear Mr. Fisher,

Based on the information provided to the Authority on January 31, 2019, I understand that the proposed 365-unit residential development located at U.S. Route 22 will generate an average total flow of approximately 117,000 gallons per day (gpd) as calculated below:

- 110 2-Bedroom Apartment Units (225 gpd/unit) – 22,500 gpd
- 116 3-Bedroom Apartment Units (300 gpd/unit) – 34,800 gpd
- 149 3-4 Bedroom Townhouse Units (300 gpd/unit) – 44,700 gpd
- 200 Person Capacity Residential Clubhouse (75 gpd/member) – 15,000 gpd

Please be advised that presently, the sewage treatment facilities of the Somerset Raritan Valley Sewerage Authority (SRVSA) have adequate capacity to service the aforementioned project. With respect to the sewage conveyance system into which the proposed project under this application will connect, the SRVSA sewage conveyance system (interceptor) has adequate capacity in accordance with NJAC 7:14A-1.2 ("Adequate Conveyance Capacity"), except during infrequent periods when excessive wet weather conditions temporarily causes the interceptor to be fully surcharged due to infiltration/inflow (I/I) from the participant communities. Infrequently, during such periods of excessive wet weather, Sanitary Sewer Overflows (SSOs) may occur. SRVSA has received notice from NJDEP to construct a facility that will permanently alleviate these conditions. In addition, the construction of an interim solution has been completed.

The SRVSA has executed an Administrative Consent Order with the NJDEP committing the SRVSA to the construction of a solution to the overflows, in partnership with the NJDEP.

Please be advised that the Authority's sewer capacity is available on a first come, first served basis and that this letter does not pertain to the available capacity of the collector sewers owned by the Township of Branchburg.

Should you have any questions, please do not hesitate to contact me at extension #247.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Sherwin Ulep', with a long horizontal stroke extending to the right.

Sherwin Ulep, P.E., C.M.E.
Facility Engineer

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

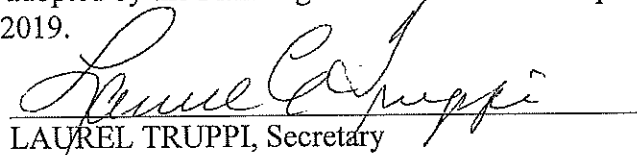
payment of a \$500,000 contribution to the Township Affordable Housing Trust Fund due and payable upon issuance of each Certificate of Occupancy ("CO") on a pro rata basis, or \$1,373.62 per CO. The Applicant shall remain responsible for the payment of the full \$500,000 contribution amount regardless 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:

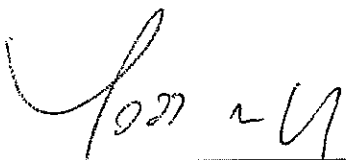
The foregoing is a true copy of a Resolution adopted by the Planning Board of the Township of Branchburg at its meeting on December 19, 2019.


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

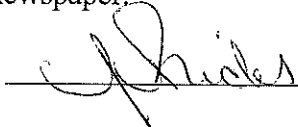
Posted: December 12, 2019
(\$14.62)

0003950410-01

STATE OF NEW JERSEY
SOMERSET COUNTY

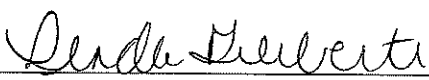
SS.

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 BRANCBURG 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"/>			

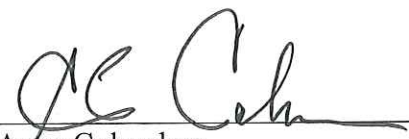
PUBLISHED: *August 15, 2019*

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:

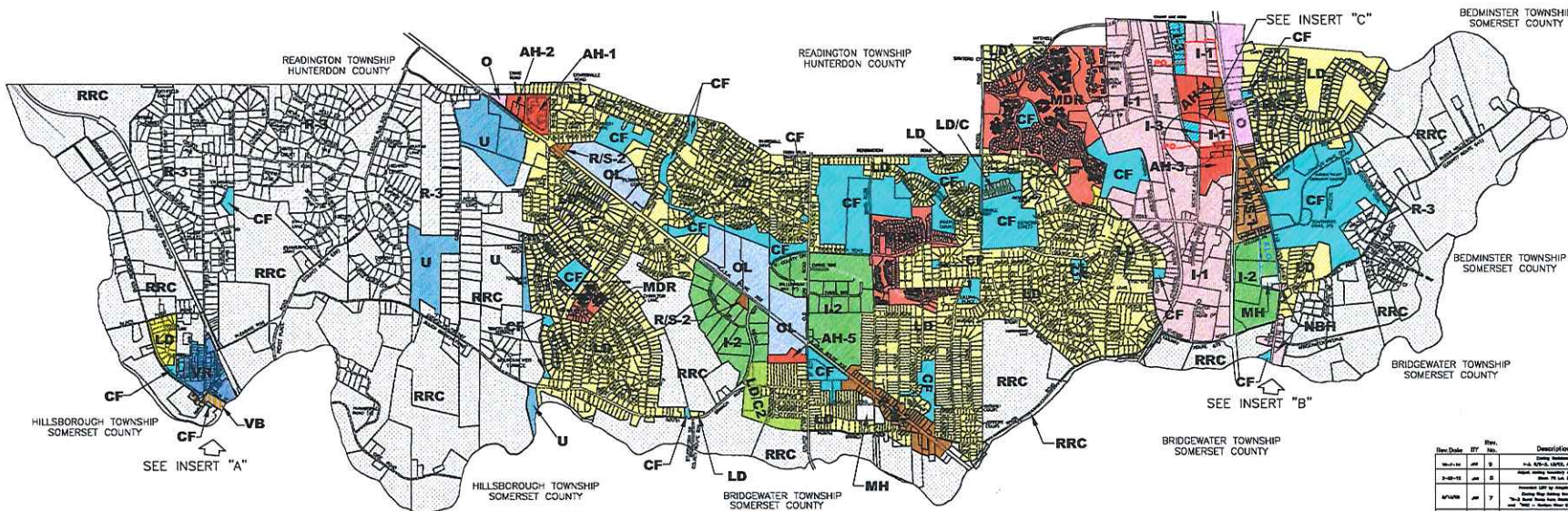
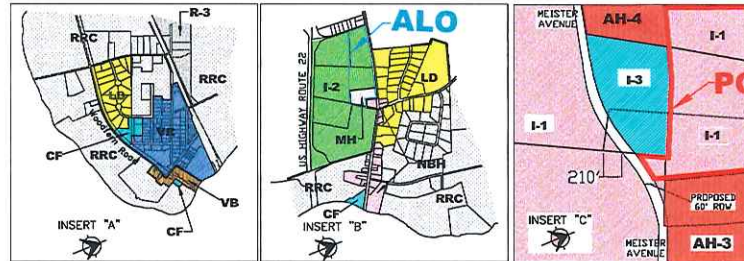

Marguerite Schmitt, RMC
Township Clerk


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 sq ft	150 ft	75 ft	25 ft	30 ft	N/A
LD/C-1	24,500 sq ft	100 ft	50 ft	15 ft	20 ft	N/A
VR	15,000 sq ft	75 ft	30 ft	15 ft	15 ft	N/A
MDR-1	43,500 sq ft	150 ft	75 ft	25 ft	30 ft	N/A
NBH	8,000 sq ft	30 ft	15 ft	15 ft	15 ft	N/A
VB	20,000 sq ft	100 ft	50 ft	15 ft	20 ft	3.65
R/S-1	110,000 sq ft	320 ft	100 ft	25 ft	25 ft	(8)
R/S-2	10,000 sq ft	200 ft	50 ft	25 ft	25 ft	(8)
R/S-3	(2)	(2)	(2)	(2)	(2)	(2)
OL-1	10 acres	200 ft	50 ft	25 ft	25 ft	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	25 ft	0.6
D	2 acres	200 ft	75 ft	20 ft	75 ft	0.5
RRC	(2)	(2)	(2)	(2)	(2)	(2)
LD/C	15,000 sq ft	100 ft	50 ft	15 ft	20 ft	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 sq ft 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 less than 5 stories; At least 3 stories; 60%
 (9) Above the 100-YEAR Flood Designation.



LEGEND

- 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 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	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
3	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
4	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
5	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
6	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
7	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
8	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
9	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
10	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11

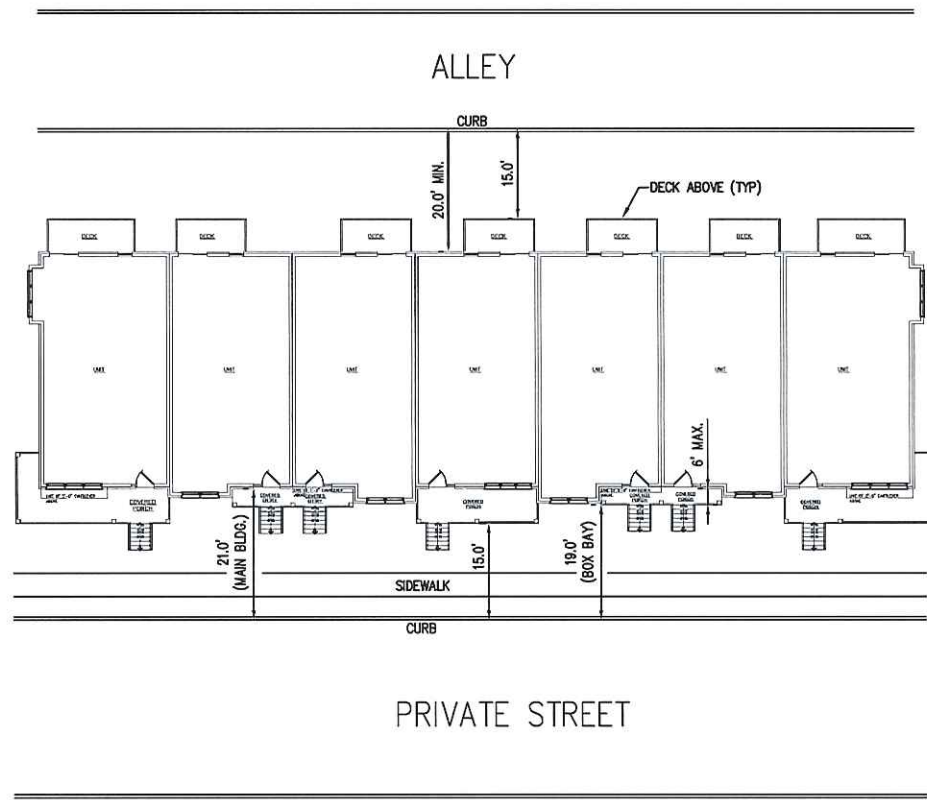
Rev.	Date	By	Description	Ordinance Number	Date Adopted
1	10-1-10	JAM	Initial Adoption	2010-10-1	10/1/10
2	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
3	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
4	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
5	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
6	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
7	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
8	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
9	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11
10	1-10-11	JAM	Amended to add R/S-1, R/S-2, R/S-3, and R/S-4	2011-1-10	1/10/11

TOWNSHIP OF BRANCHBURG
 1077 HIGHWAY 202 N. • BRANCHBURG, N.J. 08876
 COUNTY OF SOMERSET
 TEL: (908) 326-1300 FAX: (908) 326-2432


ZONING MAP

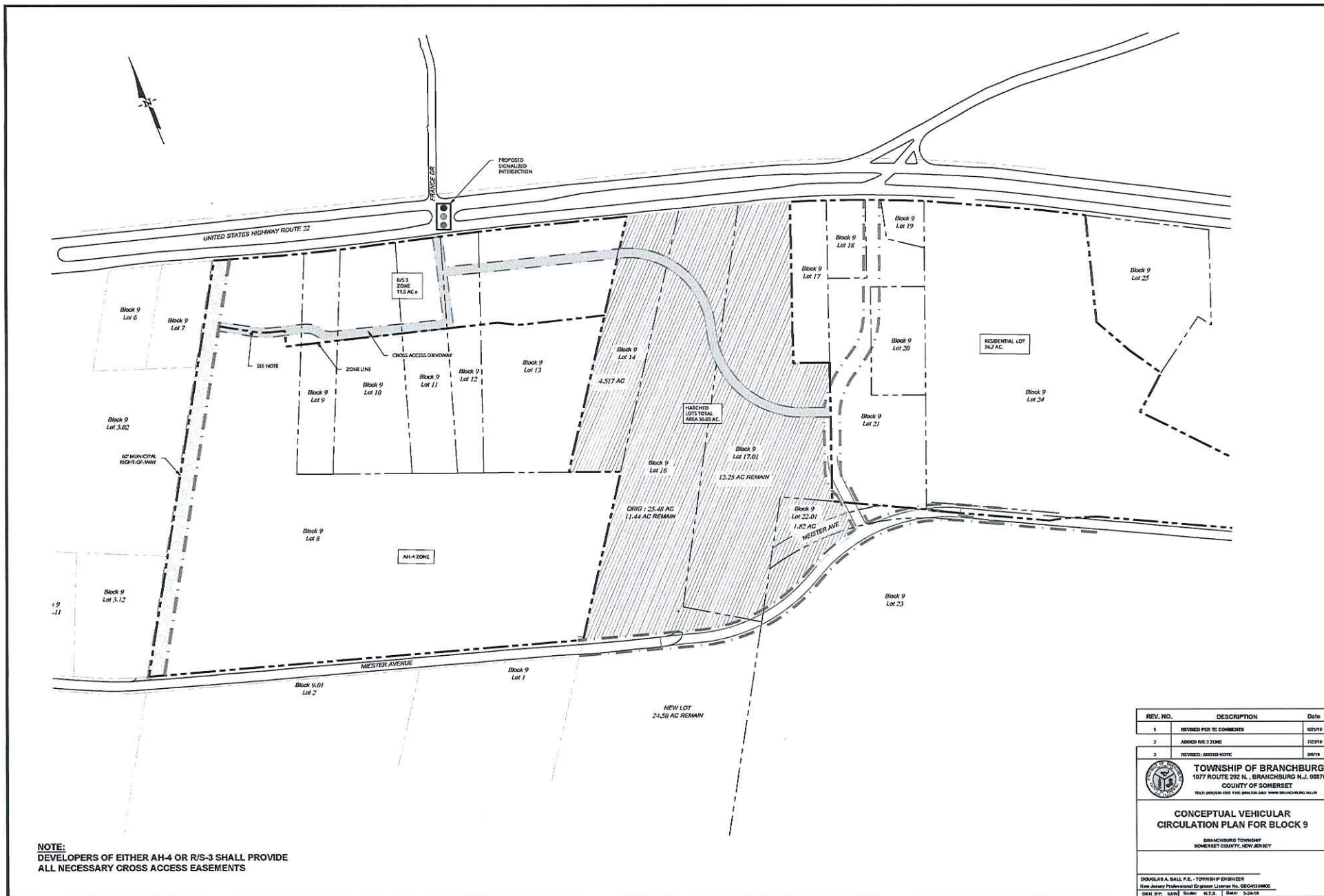
BRANCHBURG TWP. - SOMERSET COUNTY - NJ
 DRAWN BY: JAM DATE: 4-10-10 SHEET 1 OF 1

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 Land Surveyors Planners</small> <small>375 Route 26, Suite 110 Bridgeton, N.J. 08303 Tel: 856-722-7528 Fax: 856-722-7529</small> <small>J. Wayne Reynolds, P.E., P.L. Jeffrey B. 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 PER 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) 526-1333 FAX: (908) 526-1343 WWW.BRANCHBURG.NJ.GOV</p>	<p>CONCEPTUAL VEHICULAR CIRCULATION PLAN FOR BLOCK 9</p> <p>BRANCHBURG TOWNSHIP SOMERSET COUNTY, NEW JERSEY</p>
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DOUGLAS A. BALL P.E. - TOWNSHIP ENGINEER	
New Jersey Professional Engineer License No. 0000150800	
DNW:BY: 02/19	Scale: 1/2" = 1' Date: 5-26-19

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

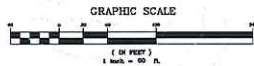
- Clubhouse/Leasing Office 19 SPACES
- Recreation Area 9 SPACES
- Maintenance Building 3 SPACES

AFFORDABLE CREDITS 131

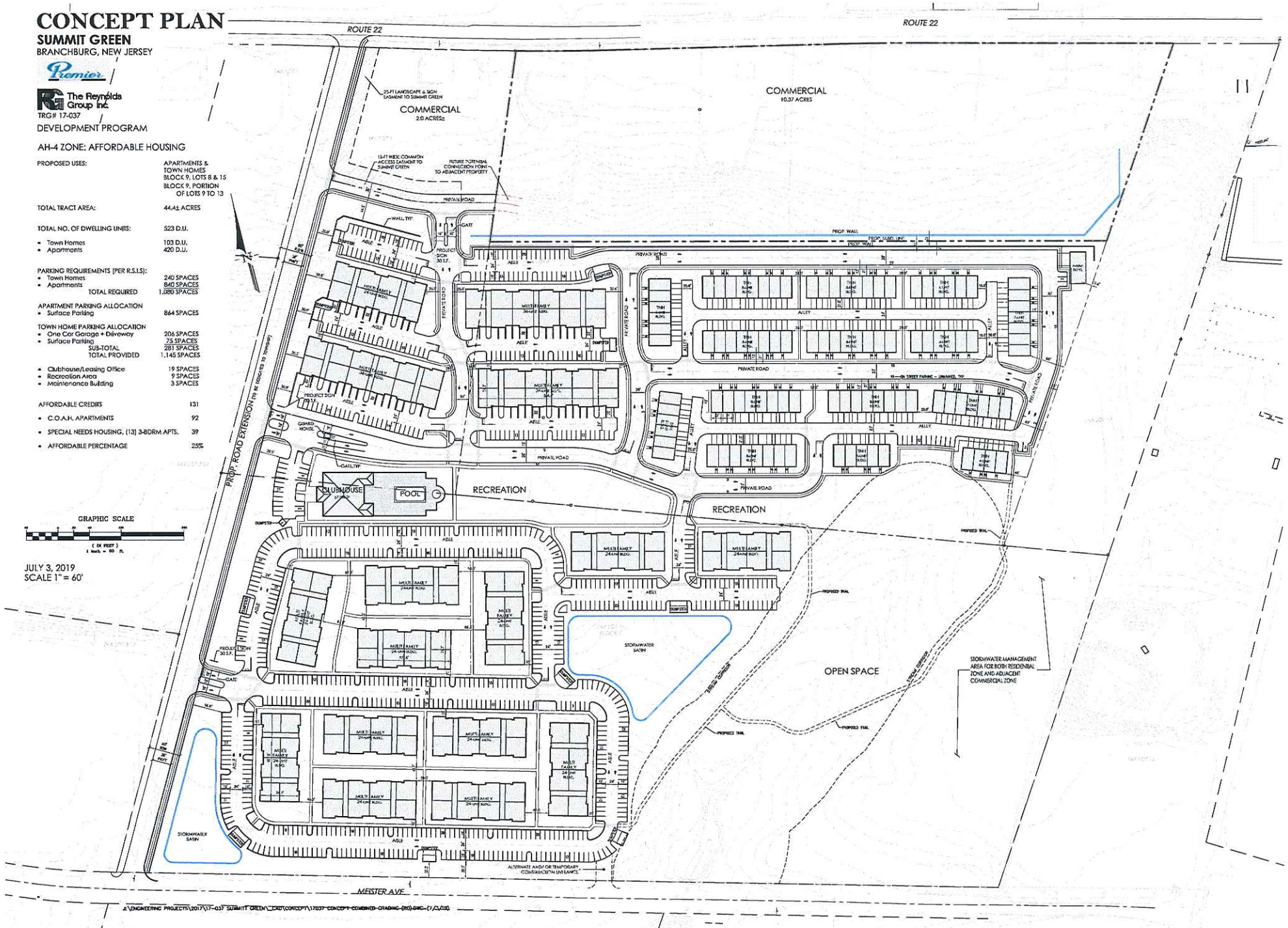
C.O.A.H. APARTMENTS 92

SPECIAL NEEDS HOUSING, (13) 3-BDRM APTS. 39

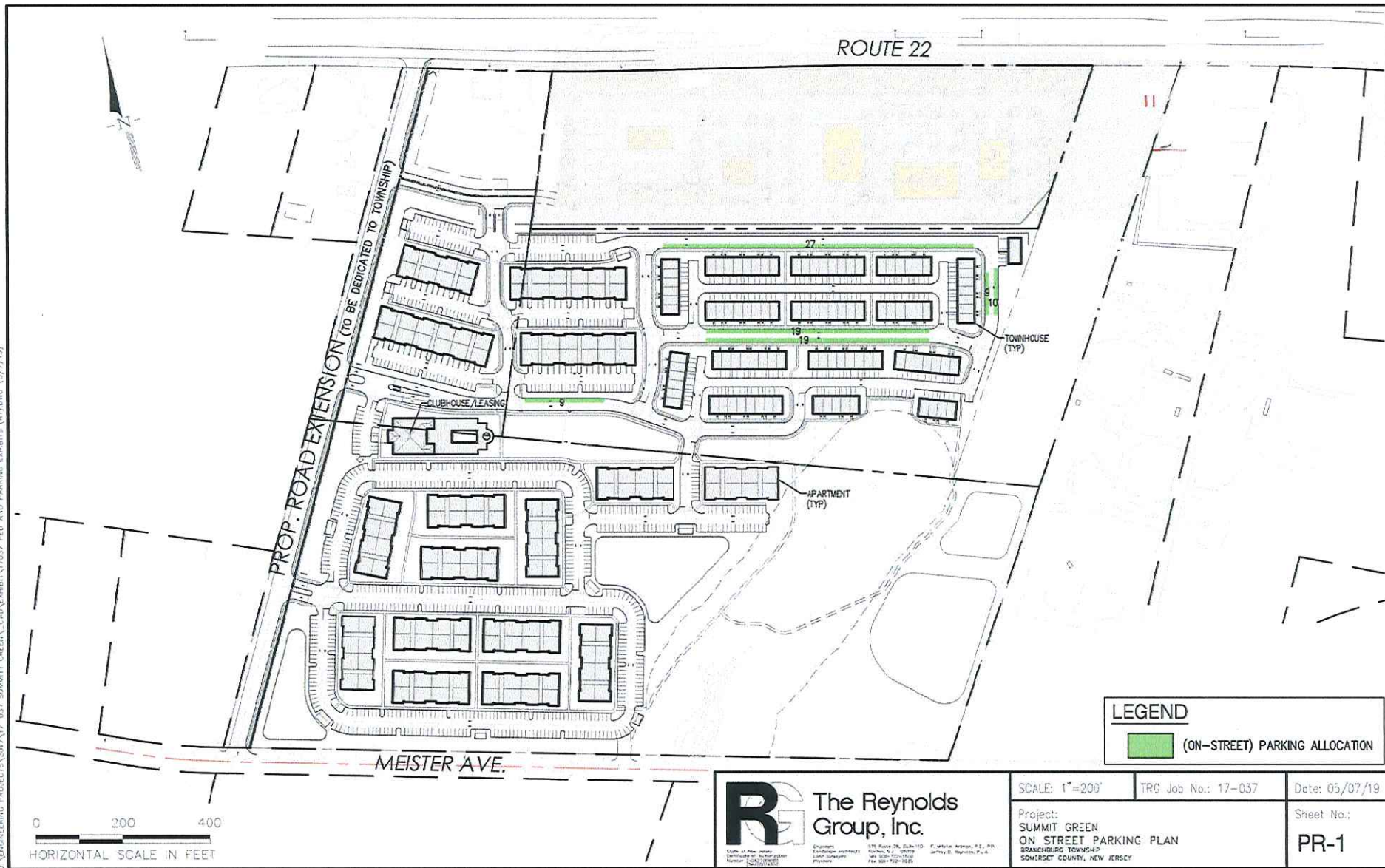
AFFORDABLE PERCENTAGE 28%



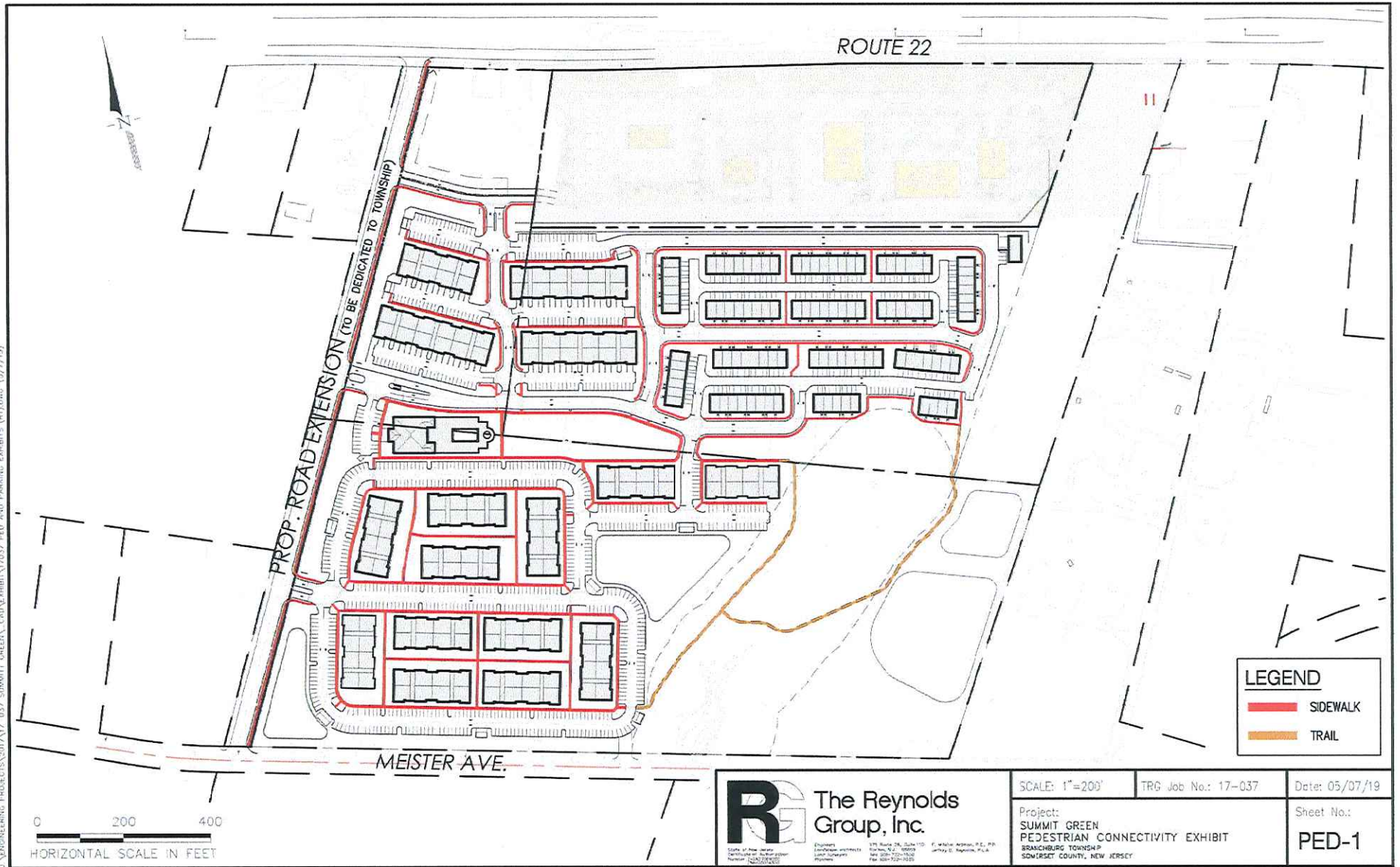
JULY 3, 2019
SCALE 1" = 60'

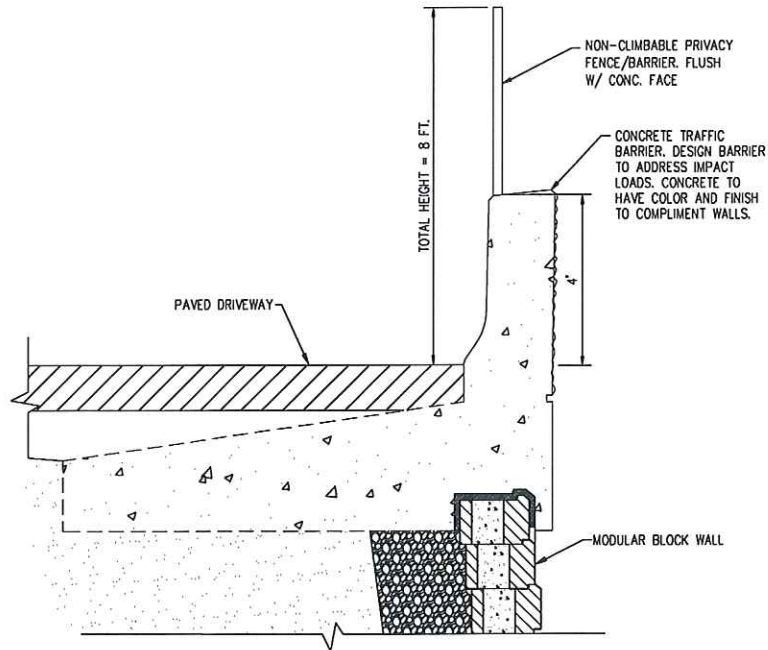


J:\ENGINEERING PROJECTS\2017\17_037 SUMMIT GREEN\CAD\EXHIBIT\7037 PED AND PARKING EXHIBITS (R1).DWG (5/7/19)

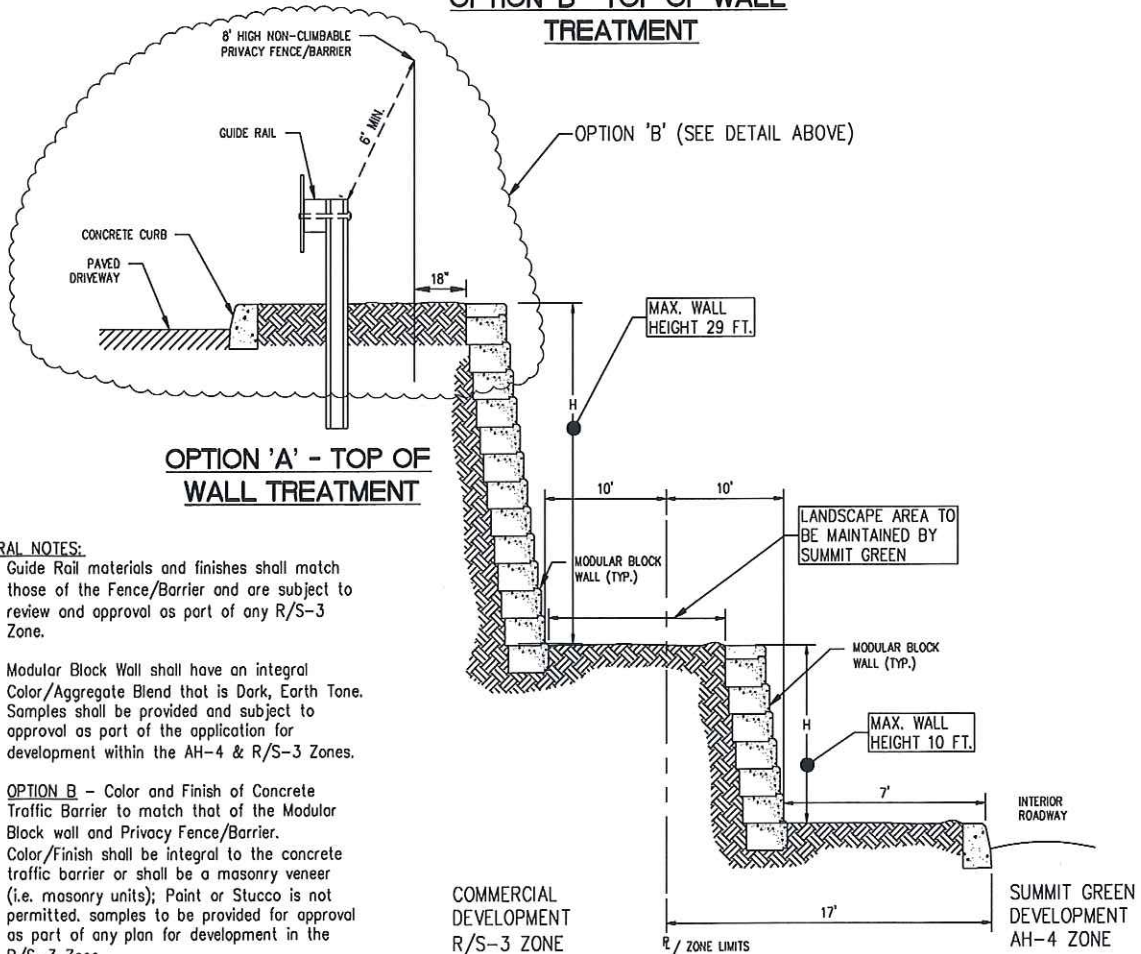


ENGINEERING PROJECTS/2017/17-037 SUMMIT GREEN, CAD/EXHIBIT/2017 PED AND PARKING EXHIBITS (03) DWG (5/27/19)





OPTION 'B'- TOP OF WALL TREATMENT



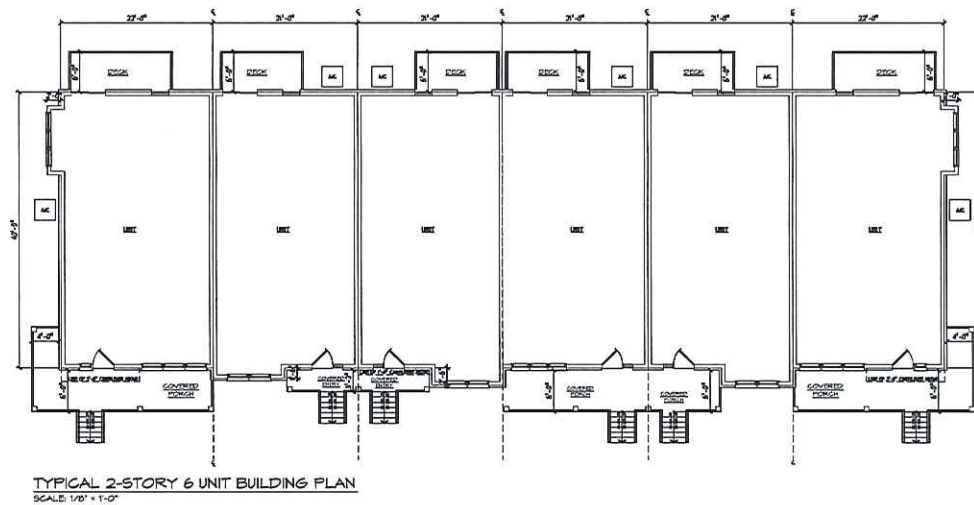
GENERAL NOTES:

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



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.

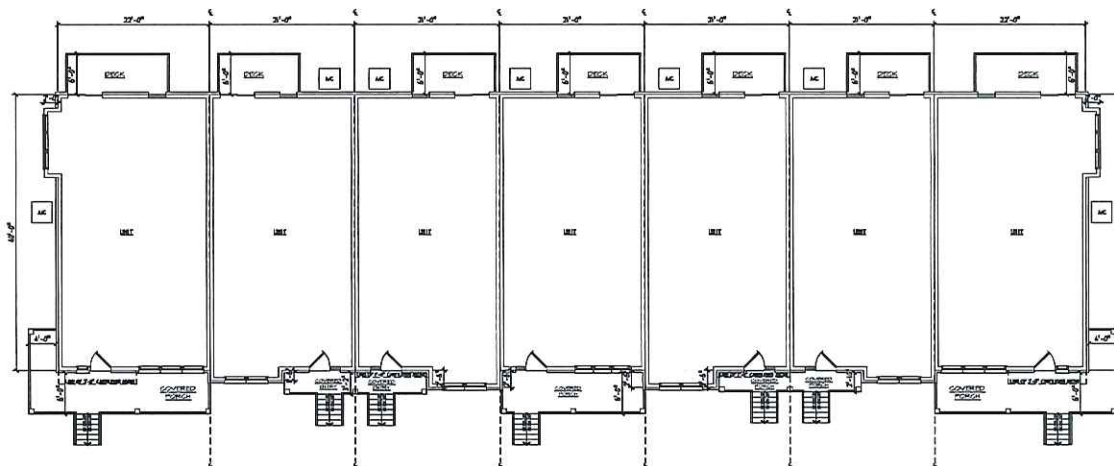
DRAWN BY: CO
 CHECKED BY: NM
 CLIENT: PREMIER 12
 DATE:

PB-1.2

N/A



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 - 00000000

ALLEY TH BLD
PLAN/ ELEV.

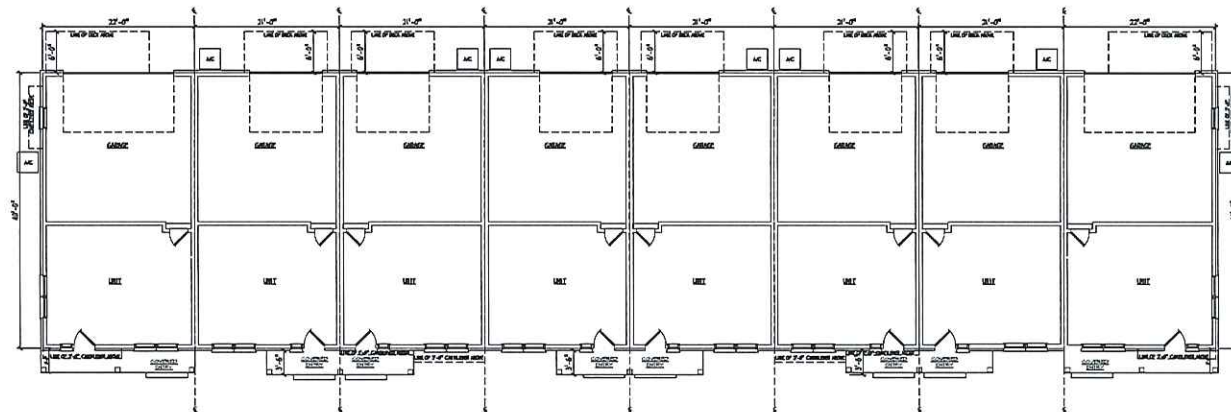
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CHECKED BY: PH
CLIENT: PREMIER II
DATE:

PB-1.3

N/A



TYPICAL 3-STORY 8 UNIT FRONT ELEVATION
SCALE = 1/8" = 1'-0"



TYPICAL 3-STORY 8 UNIT BUILDING PLAN
SCALE 1/8" = 1'-0"



PREMIER HOMES
SUMMIT GREEN
BRANCHBURG, NJ

NO.	REVISION	BY	DATE
1	ISSUED FOR REVIEW	CD	9-29-15
2	ISSUED FOR REVIEW	CD	9-25-15
3	ISSUED FOR REVIEW	CD	9-28-15



LAWRENCE D. APPEL, P.A., N.J. ARCHT.
NY - ARCHT.
PA - ARCHT.

ALLEY TH BLD
PLAN/ ELEV.

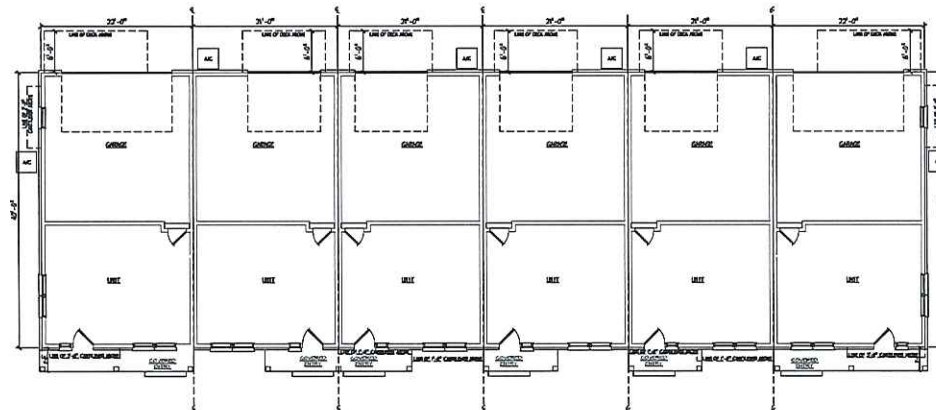
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CLIENT: PREMIER II
DATE:

PB-2.1

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



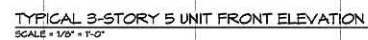
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ALLEY TH BLD
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DATE:	

PB-2.3

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NO.	REVISION	BY	DATE
	ISSUE FOR REVIEW	CD	5-05-93
	ISSUE FOR REVIEW	CD	5-15-93
	ISSUE FOR REVIEW	CD	5-28-93



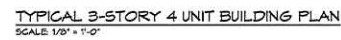
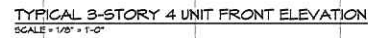
LAWRENCE D. APPEL, RA NJ - JJ-2473
NY - 625496
PA - RA-8-000-0

ALLEY TH BLD
PLAN/ ELEV.

DRAWN BY: CO
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CLIENT: PREMIER II
DATE:

PB-2.4

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NO.	REVISION	BY	DATE
	ISSUED FOR REVIEW	CD	5-05-15
	ISSUED FOR REVIEW	CD	5-25-15
	ISSUED FOR REVIEW	CD	5-28-15



LAWRENCE D. APPEL, N.A. NJ - 41-2543
NY - 222496
PA - 84-24220-2

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CLIENT: PREMIER 2
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PB-2.5

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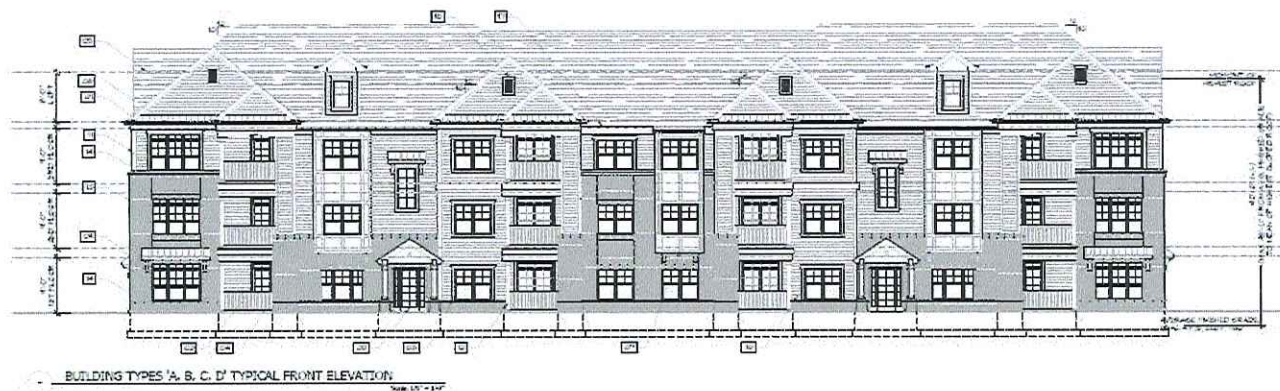
Typical Apartment Building

24 unit & 36 unit

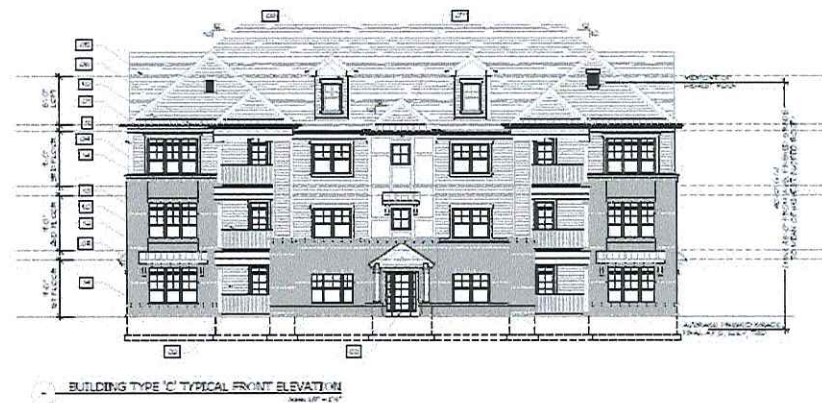
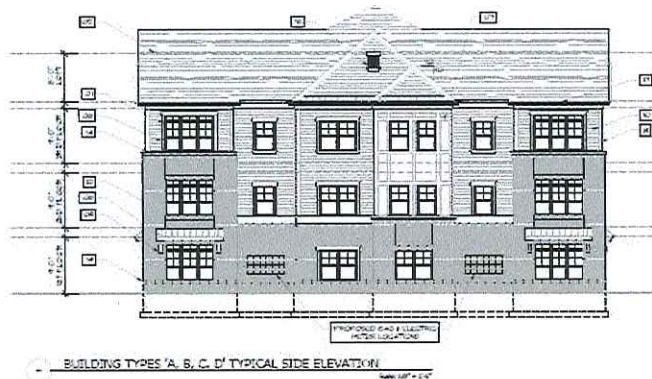
**(Select buildings to also have
garage level under building)**



Summit Green
Branchburg, NJ



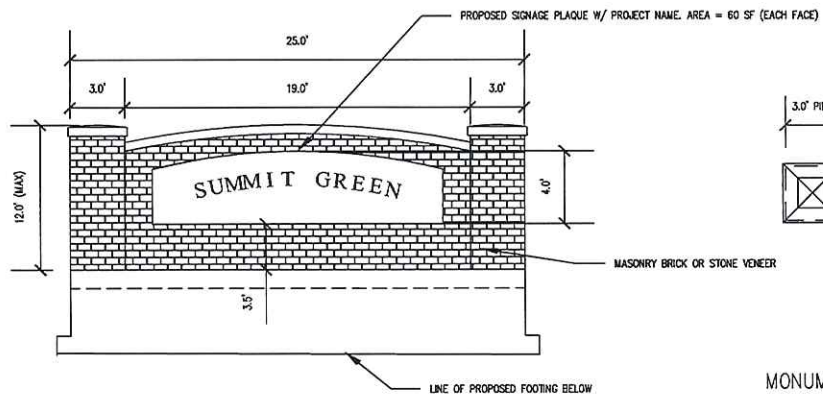
ELEVATION KEYNOTES	
1.	PROPOSED AND EXISTING
2.	DOORS AND WINDOWS ARE SHOWN
3.	ENTRY CLOSET INTO BUILDING
4.	PROPOSED RAILING SYSTEM
5.	EXISTING / EXTERIOR FLOOR
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Typical Apartment Building
24 unit & 36 unit
(Select buildings to also have
garage level under building)

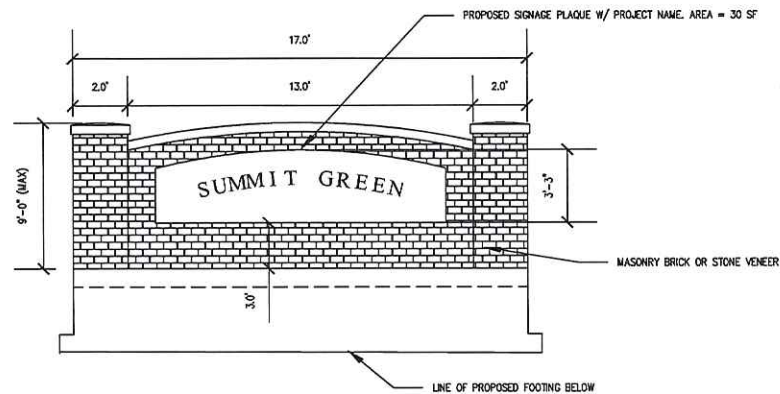
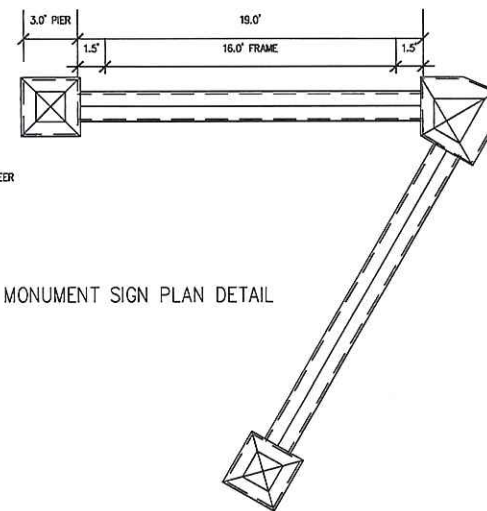


Summit Green
Branchburg, NJ



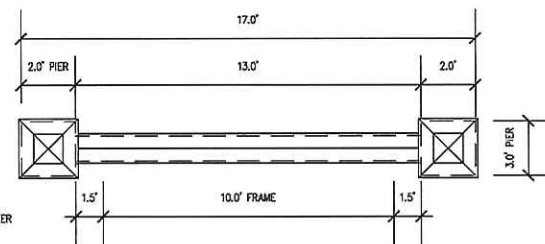
MONUMENT SIGN ELEVATION DETAIL

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)



William B. Savo 4
Charles Z. Schalk 3, 4
Ellen M. Gillespie
Michael P. O'Grodnick 4
Alexander G. Fisher 1, 4
Christopher M. Corsini 1

Kaitlyn J. Michko

Michael J. Camerino 4
John F. Bracaglia, Jr.

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Michael G. Friedman 2
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Frederick H. Allen, III
Stanley F. Rizzolo

George A. Mauro, Jr. (1933-2006)
Alan Bart Grant (1948-2015)

1. Also NY Bar
2. Also ME Bar
3. Cert. Civil Trial Atty
4. U.S. Supreme Court

March 30, 2020

VIA CERTIFIED MAIL

Sherwin Ulep, P.E., C.M.E.
Somerset Raritan Valley Sewerage Authority
50 Polhemus Lane
Bridgewater, New Jersey 08807

**Re: Reservation/Availability of Sewer Capacity
Township of Branchburg
Block 9, Lots 8, 9, 10, 11, 12, 13 & 15
Project: Summit Green**

Dear Mr. Ulep:

Please be advised that this firm represents Summit Developers, LLC ("Summit"), the contract purchaser of Block 9, Lots 8, 9, 10, 11, 12, 13 & 15, in the Township of Branchburg (the "Property"). Summit has filed an application seeking preliminary and final site plan and preliminary subdivision approvals necessary to permit a multi-family residential development of 523 dwelling units (hereinafter "Development"), which includes 131 COAH units (@ 25% set-aside) in accordance with the Township's Fair Share obligation pursuant to a Settlement reached in the Mt. Laurel litigation.

The application proposes a mix of residential dwellings of 103 Townhomes and 420 Rental Apartment Units and a clubhouse. Based on the current information available, the above-referenced development will require sanitary sewer capacity of 134,375 gallons per day ("gpd") pursuant to N.J.A.C. 7:14A-23.3 as follows:

Apartments:

	42: 1-bedroom	x	150 gpd	= 6,300 gpd
	283: 2-bedroom	x	225 gpd	= 63,675 gpd
	95: 3-bedroom	x	300 gpd	= 28,500 gpd
Townhouses	103: 3 & 4 BR	x	300 gpd	= 30,900 gpd

Clubhouse

= 5,000 gpd

TOTAL = 134,375 gpd

Thank you and I look forward to hearing from you regarding this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael P. O'Grodnick". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael P. O'Grodnick

cc: Summit Developers, LLC (via e-mail)

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*

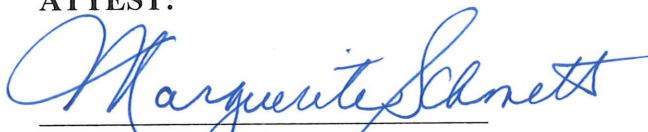
ROLL CALL VOTE				
COMMITTEE MEMBER	YES	NO	ABSTAIN	ABSENT
SCHWORN	✓			
COLUMBUS	✓			
OWENS	✓			
BEATRICE	✓			
YOUNG	✓			

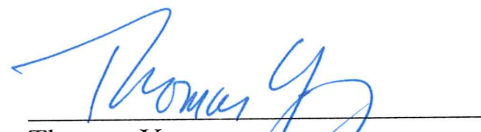
PUBLISHED: *January 30, 2020*

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



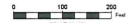
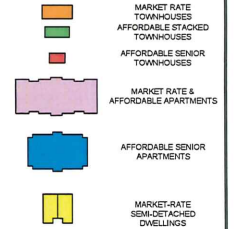
1 SEMI-DETACHED DWELLING ELEVATION



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:

1. THIS PLAN IS NOT FOR CONSTRUCTION.
2. 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.
3. SUBJECT TO FULL SITE PLAN AND STORMWATER MANAGEMENT DESIGN.
4. SUBJECT TO SOIL TESTING FOR BUILDING, PARKING, AND STORMWATER IMPROVEMENTS.
5. ADDITIONAL VARIANCES AND/OR VARIATIONS MAY BE REQUIRED UPON DETAILED REVIEW BY THE BOARD PROFESSIONAL IN CONNECTION WITH A SITE PLAN APPLICATION.
6. SUBJECT TO ANY AND ALL OUTSIDE AGENCY PERMITS REQUIRED.
7. SUBJECT TO ADEQUATE WATER AND SEWER CAPACITY.
8. SUBJECT TO STORMWATER MANAGEMENT DESIGN IN ACCORDANCE WITH THE LOCAL AND STATE REGULATIONS.
9. SUBJECT TO ANY LAND USE PERMITS REQUIRED BY NJDEP FOR PROPOSED DISTURBANCE/CONSTRUCTION IN STATE REGULATED AREAS.
10. THIS CONCEPTUAL SITE PLAN HAS NOT BEEN FULLY REVIEWED FOR R.S.E. COMPLIANCE.
11. 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.
12. 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.
13. 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.
14. THIS DESIGN IS SUBJECT TO APPROVAL BY NJDEP OF PROPOSED LAND DISTURBANCE IN ANY STATE REGULATED AREA.
15. 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.
16. THIS PLAN IS SUBJECT TO APPROVAL BY EASEMENT HOLDERS OF ALL PROPOSED SITE IMPROVEMENTS AND UNDERGROUND UTILITIES WITHIN EXISTING EASEMENTS.
17. THE 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.
18. 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.
19. 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 55'	2 STORIES
MARKET RATE TOWNHOUSES	113 DU	26' X 62'	2 STORIES
AFFORDABLE SENIOR TOWNHOUSES	29 DU	20' 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

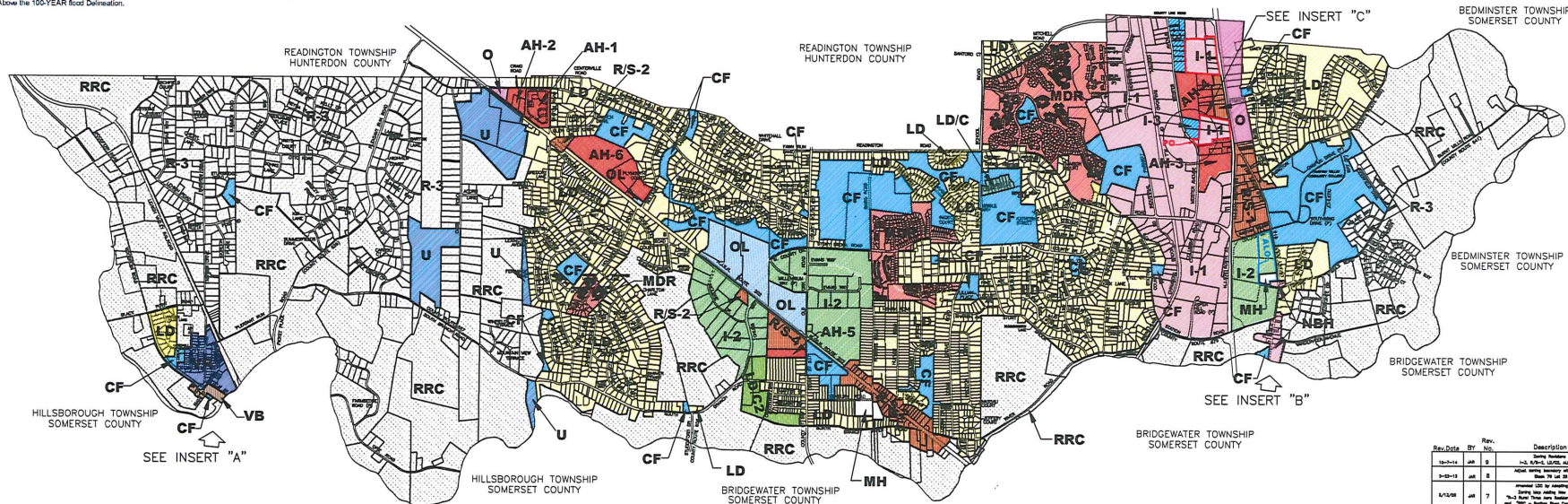
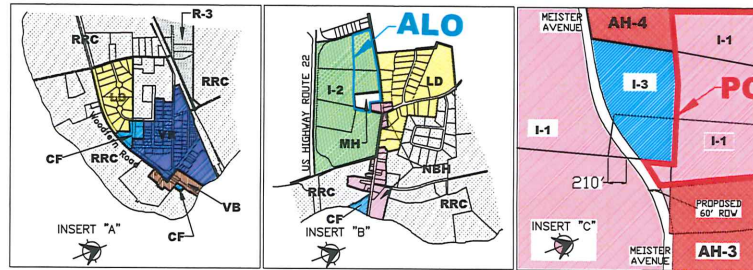
NOTES:

1. 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)	(3)	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
MDR	MEDIUM-DENSITY RESIDENTIAL	R/S-4	R/S-4 RETAIL SERVICE 4
MH	MOBILE HOME	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
1-1-00	JAN 14	JAN 14	1-1-00	JAN 14	JAN 14
1-1-00	JAN 14	JAN 14	1-1-00	JAN 14	JAN 14
1-1-00	JAN 14	JAN 14	1-1-00	JAN 14	JAN 14
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1-1-00	JAN 14	JAN 14	1-1-00	JAN 14	JAN 14

Rev.	Date	By	Rev.	Date	By
1-1-00	JAN 14	JAN 14	1-1-00	JAN 14	JAN 14
1-1-00	JAN 14	JAN 14	1-1-00	JAN 14	JAN 14
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1-1-00	JAN 14	JAN 14	1-1-00	JAN 14	JAN 14

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

Drawn by: FV SCALE: N.T.S. DATE: 4-03-00 SHEET 1 of 1

7.L. Sewer/Water Capacity Letter

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 BRANCBURG 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:

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

PUBLISHED:

ADOPTED:

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:

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

PUBLISHED:

ADOPTED:

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

ATTEST:

Marguerite Schmitt, RMC
Township Clerk

Thomas Young
Mayor

8.C. Affirmative Marketing Plan + Resolution

**TOWNSHIP OF BRANCHBURG
COUNTY OF SOMERSET
RESOLUTION _____
ADOPTION OF AN AFFIRMATIVE MARKETING PLAN FOR THE TOWNSHIP OF
BRANCHBURG**

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;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Branchburg, County of Somerset, State of New Jersey, do hereby adopt the Affirmative Marketing Plan set forth as attached hereto.

CERTIFICATION

I, Maggie Schmitt, Township Clerk of the Township of Branchburg, County of Somerset, State of New Jersey do hereby certify the foregoing resolution was duly adopted by the Township of Branchburg Mayor and Council at a regular meeting held on _____, 2020.

Maggie Schmitt, Township Clerk

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	
X		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
X		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

3e. 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)

	BUILDING	LOCATION
<input type="checkbox"/>	Middlesex County Administration Bldg.	75 Bayard Lane, New Brunswick, NJ 08903
<input type="checkbox"/>	Somerset County Admin. Bldg.	20 Grove Street, Somerville, NJ 08876
<input type="checkbox"/>	Somerset County Library Headquarters	1 Vogt Drive, Bridgewater, NJ 08807
<input type="checkbox"/>	Hunterdon County Library Headquarters	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 UHORP/MONI funding).

Name (Type or Print)

Title/Municipality

Signature

Date

8.D. Municipal Housing Liaison Resolution

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

Branchburg Township, Monmouth County

WHEREAS, on February 5, 2020 the Superior Court approved the Settlement Agreement between the Township of Branchburg and Fair Share Housing Center (FSHC) which included the Borough's preliminary compliance measures; and

WHEREAS, on _____, the Branchburg Township's Planning Board adopted a Housing Element and Fair Share Plan that addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on _____, the Township Committee held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on _____ and, after consideration of any questions or concerns raised by members of the governing body or the public, the Township Committee determined that it is in the best interest of the Borough and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any Mount Laurel lawsuits; and

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq., Oceanport is required to appoint a Municipal Housing Liaison for administration of Branchburg's Affordable Housing Program to enforce the requirements of N.J.A.C 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Oceanport has amended Article 13 "Affordable Housing" of the Land Development Ordinance, providing Section 17, "Municipal Housing Liaison" to allow for the appointment of a Municipal Housing Liaison to administer Branchburg's Affordable Housing Program;

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Branchburg Township in the County of Somerset, and the State of New Jersey that Greg Bonin, Township Administrator, is hereby appointed by the Governing Body of Branchburg Township as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Article 13-17 Branchburg Township's Land Development Ordinance.

Maggie Schmitt
Municipal Clerk

Appendix 9. Trust Fund Documentation

9.A. Spending Plan

9.B. Intent to Fund Resolution

RESOLUTION ADOPTING A SPENDING PLAN

Branchburg Township, Somerset County

WHEREAS, on February 5, 2020 the Superior Court approved the Settlement Agreement between the Township of Branchburg and Fair Share Housing Center (FSHC) which included the Borough’s preliminary compliance measures; and

WHEREAS, on _____, the Branchburg Borough’s Planning Board adopted a Housing Element and Fair Share Plan that addresses the Borough’s Rehabilitation Need, Prior Round and Third Round “fair share” obligations; and

WHEREAS, on _____, the Township Committee held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on _____ and, after consideration of any questions or concerns raised by members of the governing body or the public, the Township Committee determined that it is in the best interest of the Borough and the region’s low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough’s professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any Mount Laurel lawsuits; and

WHEREAS, the adopted and endorsed Plan includes a Spending Plan component, as required by the Council on Affordable Housing’s Rules at N.J.A.C. 5:93-5.1(c), which projects anticipated revenues to the Borough’s Affordable Housing Trust Fund, and describes anticipated expenditures of funds to address its fair share obligation as set forth in the Fair Share Plan; and

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Branchburg Borough in the County of Somerset, and the State of New Jersey hereby adopts the Spending Plan component of the Housing Element and Fair Share Plan.

Maggie Schmitt
Municipal Clerk

RESOLUTION #

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF BRANCBURG EXPRESSING ITS INTENT TO PROVIDE THE FUNDS NECESSARY TO SATISFY THE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS

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, on _____, the Branchburg Township Planning Board adopted a Housing Element and Fair Share Plan, which the Township contends fully addresses the Township's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on _____, the Township Committee held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on _____ and, after consideration of any questions or concerns raised by members of the governing body or the public, the Township Committee determined that it is in the best interest of the Township and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Township's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Township from any unnecessary Mount Laurel lawsuits; 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;

WHEREAS, pursuant to the State's affordable housing regulations and policies, and the conditions of the Court-approved FSHC Settlement Agreement, in order to assure the

creditworthiness of the various compliance techniques included in its Housing Element and Fair Share Plan, the Township must demonstrate adequate and stable funding sources; and

WHEREAS, since the Township is committed to securing judicial approval of its Affordable Housing Plan, in order to provide an adequate and stable funding source for the components of the Township's Housing Element and Fair Share Plan, the Township shall rely on the funds in its Affordable Housing Trust Fund, established by its Development Fee Ordinance; and

WHEREAS, if -- after exhausting every potential funding source and every valid compliance technique -- the Township still cannot secure sufficient financing to completely satisfy its affordable housing obligations within the timeframes agreed upon in the Court-approved FSHC Settlement Agreement without being forced to raise or expend municipal revenues in order to provide low- and moderate-income housing, the Township will cover such costs through bonding and/or other legal means; and

WHEREAS, the Court has indicated its intent to review the Township's Housing Element and Fair Share Plan, and the Township wishes to leave no question as to the Township's intent to cover the cost of implementing its Housing Element and Fair Share Plan or any modification thereof that may be necessary as a result of the Court's review.

NOW, THEREFORE, BE IT RESOLVED by Council of the Township of Branchburg, County of Somerset, State of New Jersey, as follows:

1. In order to provide adequate and stable funding for the rehabilitation and supportive and special needs housing in its Housing Element and Fair Share Plan, Branchburg Township shall make a *bona fide*, diligent, and good faith effort to exhaust the potential funding sources, included those listed in "A Guide to Affordable Housing Funding Sources"

("Funding Guide"), dated October 28, 2008, and currently posted on COAH's official website.

2. The Township shall also maximize use of the funds from its Development Fee Ordinance to facilitate the economic feasibility of the Township's Housing Element and Fair Share Plan; and
3. If, after exhausting every potential funding source in the Funding Guide and its Development Fee Ordinance, the Township still cannot secure sufficient financing to completely satisfy its affordable housing obligations, within the time frames agreed upon in the Court-approved FSHC Settlement Agreement, the Township will fully fund any gaps in financing including by bonding if necessary, to assure the economic feasibility of the rehabilitation and affordable compliance techniques included in the Township's 2020 Third Round Housing Element and Fair Share Plan.
4. The Township reserves the right to recoup any subsidy provided through future collections of development fees as such funds become available.

I, _____, Township Clerk of the Township of Branchburg, hereby certifies that the foregoing resolution was duly adopted by the Committee of said Township at a meeting held on _____.