

or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF MERCER

SS.

FOR RECORDER'S USE ONLY
Consideration \$ _____
Realty Transfer Fee \$ _____ *
Date _____ By _____

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

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

Deponent THOMAS F. TROY
(Name) _____, being duly sworn according to law upon his/her oath

deposes and says that he/she is the Corporate Officer _____ in a deed dated 7-23-98,
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 31.08 Lot No. 2

located at 103 Blossom Circle, South Brunswick Township, Middlesex County, New Jersey
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 79,307.00

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

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

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

A) **SENIOR CITIZEN** (See Instruction #8.)
 Grantor(s) 62 yrs. of age or over. *
 One- or two-family residential premises.

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

B) **BLIND** (See Instruction #8.)
 Grantor(s) legally blind. *
 One- or two-family residential premises.
 Owned and occupied by grantor(s) at time of Sale.
 No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)
 Grantor(s) permanently and totally disabled.*
 One- or two-family residential premises.
 Receiving disability payments.
 Owned and occupied by grantor(s) at time of sale.
 Not gainfully employed.
No joint owners other than spouse or other qualified exempt owners.

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

C) **LOW AND MODERATE INCOME HOUSING** (See Instruction #8.)
 Affordable According to HUD Standards.
 Meets Income Requirements of Region.

Reserved for Occupancy.
 Subject to Resale Controls.

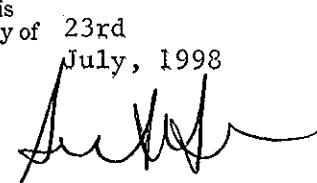
D) **NEW CONSTRUCTION** (See Instruction #9.)
 Entirely new improvement.
 Not previously used for any purpose.

Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me
this day of 23rd

July, 1998


Name of Deponent (sign above line)
Thomas F. Troy
4605 Nottingham Way
Hamilton Square, NJ 08690

Address of Deponent

SHARBELL DEVELOPMENT CORP.
Name of Grantor (type above line)
4605 Nottingham Way
Hamilton Square, NJ 08690

Address of Grantor at Time of Sale

SHERRI A GLASS
MY COMMISSION EXPIRES
NOVEMBER 14, 2000

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow Copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)

TRIPPLICATE - Pink Copy is your file copy.

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

INSTRUCTIONS

1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties named therein or by their legal representatives declaring the consideration therefor is annexed thereto for recording with the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof [which fee shall be in addition to the recording fees imposed by P. L. 1965, Chapter 123, Section 2 (C. 22A:4-4.1)] shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$.75 for each \$500 of consideration or fractional part thereof in excess of \$150,000.00 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- (a) This affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in both the deed and in the acknowledgment or proof of the execution thereof.
- (b) This affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.
- (c) Any claim for exemption from the increased fee must be supported by this affidavit and attached to the deed at the time of recording, in addition to any statement otherwise required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal Representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied, or removed in connection with the transfer of title. (P.L. 1968, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed:

- (a) For a consideration of less than \$100.00;
- (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- (c) Solely in order to provide or release security for a debt or obligation;
- (d) Which confirms or corrects a deed previously recorded;
- (e) On a sale for delinquent taxes or assessments;
- (f) On partition;
- (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- (i) Acknowledged or proved on or before July 3, 1968;
- (j) Between husband and wife, or parent and child;
- (k) Conveying a cemetery lot or plot;
- (l) In specific performance of a final judgment;
- (m) Releasing a right of reversion;
- (n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid.
- (o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
- (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500.00 of consideration or fractional part thereof: 1, The sale of any one- or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2, The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

9. Transfer of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.00.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

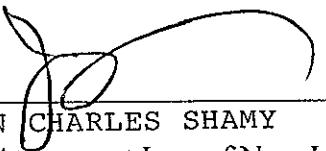
10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C. 22A:4-4.1.). The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof, with an additional fee of \$.75 for each \$500.00 of consideration in excess of \$150,000.00. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

11. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration thereof annexed to a deed shall be adjudged a disorderly person (P.L. 1968, c. 49, Section 5).




JOHN CHARLES SHAMY
An Attorney at Law of New Jersey

DEED

SHARBELL SOUTH BRUNSWICK, INC.

TO

GAYLORD WATSON

Unmarried , PAUAL McCOOL,
unmarried

Grantor,

RETURN TO

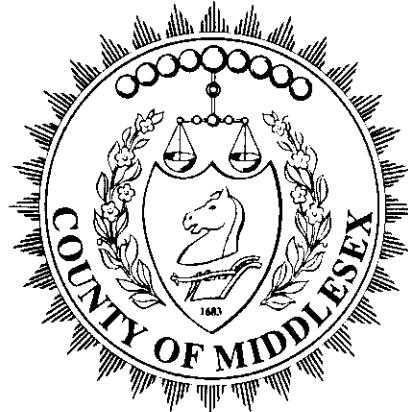
*John Charles Shamy
Counselor At Law
Suite 201 11 Clyde Road
Somerset, New Jersey 08873*

Grantee.

END OF DOCUMENT

MIDDLESEX COUNTY CLERK

Return To:



WATSON
GAYLORD

Index DEED BOOK
Book 04920 Page 0873
No. Pages 0018
Instrument DEED W/O ABSTRA
Date : 6/26/2001
Time : 9:30:28
Control # 200106260285
INST# DE 2001 009968

Employee ID DALALB

RECORDING	\$	47.00
OVERCHARGE	\$	3.00
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	\$.00
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Total:	\$	50.00

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200106260285

ELAINE FLYNN
COUNTY CLERK

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Not part of the original submitted document

304920P-873

TOWNSHIP OF SOUTH BRUNSWICK
AFFORDABLE HOUSING AUTHORITY

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AFFORDABLE HOUSING AGREEMENT
A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

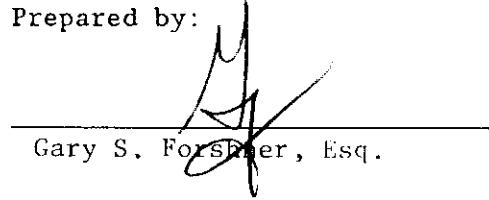
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LAW OFFICES OF
ALAN B. ZUBLATT
PRINCETON EXECUTIVE CAMPUS
4301 RTE. 1, SUITE 210
P.O. BOX 510
MONMOUTH JUNCTION, N.J. 08852

B04920P-874

App. # _____

Prepared by:


Gary S. Forshner, Esq.

TOWNSHIP OF SOUTH BRUNSWICK
AFFORDABLE HOUSING AUTHORITY

AFFORDABLE HOUSING AGREEMENT
A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 23rd day of July, 1998 between Gaylord Watson and Paula McCool owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER" and South Brunswick Township Affordable Housing Authority, 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 thirty (30) years beginning on July 23, 1998 and ending at the first non-exempt transfer of title after July 22, 2028 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

unit (units) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM 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 sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C.55:14K-1 et seq.)

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce; (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assignee of the First Purchase 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, 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 of 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.

"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 31.08 Lot 2 Municipality South Brunswick

County Middlesex # of Bedrooms 3

Complete Street Address & Unit # 103 Blossom Circle

City Dayton State New Jersey Zip 08810

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The term, 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

20 (twenty) 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. The Township of South Brunswick has, by ordinance, extended the term of restriction to thirty (30) years.

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. RESTRICTION

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 RESTRICTION 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 thirty (30) 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 RESTRICTION.

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 the closing date of the initial sale.

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 RESTRICTION 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 RESTRICTION. 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 _____ which was filed in the Office of the Clerk of _____ County in Misc. Book _____ at Page _____ on _____ and is also on file with the Authority."

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 THE LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected thereby, 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 an 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 originally purchased (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 subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgage shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money 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 Money 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 Purchase 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 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 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, entry 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: Gaylord Watson and Paul McCool
At the address of the property stated in SECTION II PROPERTY DESCRIPTION hereof.

To the Authority: South Brunswick Township Affordable Housing Authority
At the address stated below:

Municipal Building
Monmouth Junction, NJ 08852

Attention: Arlene DeSena

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.

WITNESS:



Paula McCool Paula McCool (Co-Owner)

ATTEST:

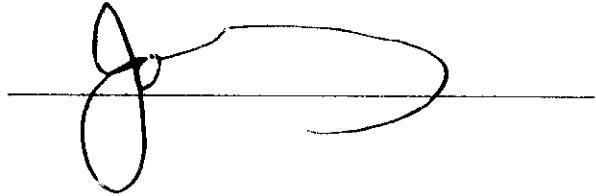
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SOUTH BRUNSWICK TOWNSHIP AFFORDABLE
HOUSING AUTHORITY

By Arleyne D. G. Dunc,
Secretary of State

STATE OF NEW JERSEY :
SS:
COUNTY OF Middlesex :

BE IT REMEMBERED that on this 23rd day of July, 19 98 before me, the subscriber, personally appeared Gaylord Watson and Paula McCool 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 this is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this Instrument, is the voluntary act and deed of said Owner/Co-Owner.



STATE OF NEW JERSEY :
SS:
COUNTY OF Middlesex :

BE IT REMEMBERED that on this 6th day of June, 19 00 before me, the subscriber, personally appeared Artlynne DiSena who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he/she is the duly authorized representative of the South Brunswick Township Affordable Housing Authority who executed the within Instrument on behalf of the South Brunswick Township Affordable Housing Authority; that this 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 Authority.



SHONNA L. STARK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 09/29/2005

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 31.08 Lot 2 Municipality South Brunswick

County Middlesex # of Bedrooms 3

Complete Street Address & Unit # 103 Blossom Circle

City Dayton State NJ Zip 08810

The restrictions contained herein shall be imposed on this Affordable Housing unit for a period of at least thirty (30) years beginning on July 23, 1998 and ending at the first non-exempt transfer of title after July 22, 2028 unless extended by municipal resolution as described in SECTION III TERM OF RESTRICTION.

Add additional property descriptions as required, including individual building or unit numbers for condominiums or townhouse complexes indicating a TERM OF RESTRICTION as applicable.

Appendix 9.
South Brunswick Center



CONCEPT RENDERING

BLOCK 86.03, LOT 22.04
SOUTH BRUNSWICK, MIDDLESEX COUNTY,
NEW JERSEY

195 TOTAL DU

40 20 0 50 100 150
50 30 10
GRAPHIC SCALE
1 inch = 50 feet

MidAtlantic
Engineering Partners

PREPARED BY: TWA

PROJECT NUMBER:

SCALE: 1"=50'

DATE: 09/03/24

Sec XX-XXX1 – Purpose

The purpose of the SBC AFFORDABLE HOUSING ZONE is to establish standards and requirements for multifamily affordable housing unit development within the currently developed area of Block 86.03 Lot 22.04. This zoning district will provide realistic opportunities for the development of affordable housing units to implement the Township housing element and fair share plan, which has received substantive certification by the state council on affordable housing. All development shall further comply with the rules and regulations of the Township Affordable Housing Office and the regulations of the State Council on Affordable Housing (NJAC 5:91 and 5:92 et seq.).

Sec XX-XXX2 – Uses permitted subject to design standards

The following uses shall be permitted in the SBC ZONE, subject to the design standards of this chapter:

- 1) Multi Family Apartments not to exceed 200 units with 20% being affordable (40 units).

Sec XX-XXX3 – Accessory uses permitted

The following accessory uses are permitted in the SBC AFFORDABLE HOUSING ZONE subject to the requirements of this chapter:

- 1) Off-Street Parking and Loading; Bicycle Racks
- 2) Electric Vehicle Recharging Facilities
- 3) Stormwater Management Facilities
- 4) Utility Infrastructure
- 5) Waste And Recycling Facilities
- 6) Signage
- 7) Patios
- 8) Community Building
- 9) Ground Maintenance
- 10) Storage Buildings
- 11) Indoor and Outdoor Recreation Facilities

- 12) Fitness Centers
- 13) Fire Pits
- 14) Clubhouse or Lounge Area
- 15) Dog Run
- 16) Sidewalks and Pathways
- 17) Other accessory uses and amenities customarily incidental to the principal permitted use as approved by the Planning Board.

Sec XX-XXX4 – Area, Yard, and Density requirements

1) Minimum Lot Area:	645,000 SF
2) Minimum Lot Frontage (Route 1):	800 Ft
3) Minimum Lot Frontage (Northumberland Way)	850 Ft
4) Minimum Lot Width:	550 Ft
5) Minimum Front Yard Setback:	
• Route 1:	120 Ft
• Northumberland Way:	50 Ft
• Cornwall Road:	25 Ft
6) Minimum Side Yard Setback:	40 Ft
7) Minimum Rear Yard Setback:	40 Ft
8) Minimum Distance Between Buildings:	
• Principle to Principle:	30 Ft
• Principle to Accessory:	50 Ft
9) Minimum Front Side/Rear Distance to Accessory Building:	35 Ft
10) Maximum Building Heights:	55 Ft (< 4 Stories)
11) Maximum Building Coverage:	25%

12) Maximum Lot Coverage:	55%
13) Minimum Buffer to Route 1:	120 Ft
14) Minimum Buffer to All Other Property Lines:	25 Ft
15) Minimum Parking Setback from Perimeter Lot Lines:	5 Ft
16) Minimum Parking Setback from Buildings:	10 Ft

Sec XX-XXX5 – Design Standards, Parking, Lighting, Demolition, and Road Widening / Easements

- a) All design and performance standards set forth in the Township Code are applicable unless otherwise modified herein
- b) Accessory buildings are not to be permitted closer to Route 1 than principal buildings
- c) Parking requirements:
 - a. The standards set forth in the RSIS shall govern all parking requirements as to size and number of parking spaces. Parking spaces, open or enclosed, shall be on the same lot or tract of land as the buildings or use to be served.
 - b. Accessible parking spaces in the quantity required to complete with the State regulations governing accessible parking spaces shall be provided and shall comply with the dimensional requirements set forth by the State regulations governing accessible parking spaces.
 - c. No parking spaces shall be within ten feet (10') of a tract perimeter. This regulation shall not apply to garage and drive aisles or accessways.
 - d. Electric Vehicle parking shall be provided as follows:
 - i. Prepare make ready parking spaces at least 15 percent (15%) of the required off street parking spaces, and install EVSE in at least one third of the fifteen percent (15%) of make ready spaces
 - ii. Throughout the installation of EVSE in the make ready spaces, at least five percent (5%) of the electric vehicle supply equipment shall be accessible for people with disabilities.
 - iii. Location of make ready parking spaces shall be approved by the planning board as part of the site plan review

- iv. Redeveloper at its option may install electric vehicle supply equipment in all make ready parking spaces prior to issuance of the initial certificate of occupancy, or may phase installation in such a manner that electric vehicle supply equipment is installed to serve make ready parking spaces at not less than a rate of no less than the rate of one third prior to issuance of the initial certificate of occupancy, one third within three years of the initial certificate of occupancy, and one third within six years of issuance of the initial certificate of occupancy.
- e. Visitor parking is encompassed within the stands set forth based on the number of bedrooms in a unit.
- f. Should the applicant demonstrate parking requirement conformance for uses included in the most recent ITE Parking Generation Manual and the Planning Board deems these parking requirements to be reasonable, relief may be requested.
- g. Parking for tractor trailers and delivery trucks shall not be permitted. Exterior storage of any boat, motor home, travel trailer, camper, recreational or commercial vehicle is prohibited.
- d) Lighting Design Standards: Luminaire height may not exceed twenty feet (20'); LED lighting residential warm maximum 3,000K with sharp cutoff luminaires shields is required. The measure of lighting intensity at the boundary of the property shall not exceed 0.1-foot candles. Lighting intensity limits are exclusive of any driveway access points for purpose of vehicular and pedestrian safety and where additional lighting may be advantageous for pedestrian sidewalk areas. Suitable security and convenience lighting shall be provided along all walks, interior roads, and off-street parking areas, with the exception of driveways providing sufficient illumination for the safety and convenience of residents and vehicular traffic.
- e) Provide necessary access for emergency vehicles
- f) Existing obsolete improvements are to be demolished and disposed in accordance with all governing regulations
- g) Area roadway improvements may include access driveways, ADA facility upgrades, sidewalks areas including connections, and roadway re-alignment/geometric adjustments, bikeways and multi-use pathways as may be required by the Planning Board. These improvements are subject to review and approval by the agency having jurisdiction.

- a) One freestanding sign shall be permitted at the tract entrance, and one freestanding sign shall be permitted per residential development, which shall be no greater than five feet high and shall have a sign area no greater than 50 square feet.
- b) Minimum sign setback to property lines shall be 15 feet.
- c) Signs containing building or apartment identification numbers, verbiage or similar information are also permitted, and shall be subject to Planning Board approval

Sec XX-XXX7 - Landscaping and Buffering

- a) Development applications shall provide a landscaping plan providing all the elements required in the Township's application checklists, including parking lot screening, foundation plantings, street trees, and parking lot trees.
- b) A landscaped buffer area shall be required where development abuts any nonresidential use or single-family detached use or zoning district.

Sec XX-XXX8 – Pedestrian Access

- a) Pedestrian connections, sidewalks, and crosswalks shall be provided along the frontage of the site and also around all proposed buildings
- b) Where pedestrian routes connect buildings and/or open plazas with vehicle drives or routes, the pedestrian crossings shall be adequately striped, barrier free, and accessible.

Sec XX-XXX9 – Architectural Design Standards for Multi-Family Housing

- a) Development shall conform to the architectural design standards listed in the township of south Brunswick land development ordinance subsection 62-206(4) for town houses or semi attached dwellings or subsection 62-206(5) for multifamily dwellings

Sec XX-XX10 – Solid Waste and Recycling

- a) Each residential building shall be designed to provide for adequate storage of solid waste disposal, including provisions for recycled materials
- b) All areas for solid waste and recycling collection shall be located within buildings or in outdoor screened areas
- c) All exterior trash and recycling locations shall be enclosed and located in a manner which is obscured from view of parking lots, streets, and adjacent residential uses or zoning districts by a fence, wall, paintings, or a combination thereof. If located outside the building the enclosure shall be situated on the same

horizontal plane as the driveway providing access to the container and shall be oriented to realistically accommodate nearby buildings.

- d) Signage, automatic closing gates, and roof enclosure should be considered
- e) Development plans shall show the ability of a trash vehicle to service these enclosures.

Sec XX-XX11 – Snow Management

- a) Development applications should show a realistic location for piling of snow. Designated areas should be incorporated into the overall design so that snow management does not reduce the number of available parking spaces in the development.

Sec XX-XX12 – Parcel Division for Diverse Title or Other Financial Condition

- a) Following or concurrent with an application for site plan approval, a developer may seek subdivision approval to divide a development into two or more lots for financial or diverse ownership/title purposes, so long as the following conditions are satisfied:
 - 1. There shall be no more than five lots created with the proposed subdivision.
 - 2. All buildings, parking lots, amenities, and utilities will be accessible via a system of cross access easement and agreements to be provided by the developer(s).
 - 3. The developer agrees that each affiliated owner of a subdivided lot shall enter into a property management agreement with a single company, which comply and shall be responsible for the continued maintenance of all buildings and grounds collectively. All such property management agreements may not be terminated or assigned without express consent of the township during the minimum 30-year period of controls.
 - 4. All building exterior grounds must maintain a common unified appearance with no new development signs permitted.

Sec XX-XX13 – Affordable Housing Standards

- a) Pursuant to the uniform Housing Affordability Controls the affordable units shall be restricted eligible very low, low, and moderate oncome households for a minimum of 30-years from the date of their initial occupancy (“Deed restriction period).
- b) Affordable units per income category:

1. At least 13% of the affordable units shall be affordable to very low-income households, defined as those households earning 30% or less of the regional median income
 2. At least 37% of the affordable units shall be affordable to low-income households, defined as those households earning between 30% and 50% of the regional median income
 3. Up to 50% of the affordable units may be affordable to moderate income households, defined as those households earning between 50% and 80% of the regional median income.
- c) All rental affordable units shall comply with the UHAC regulations with regard to the pricing of rents associated with very low, low, and moderate income units pursuant to NJAC 5:80-26.3(d) (with one exception that very-low income units shall be provided for households at 30 % or less of the median income pursuant to NJAC 5:80-26.12.)
- d) The affordable units shall comply with the phasing of market housing and affordable housing pursuant to NJAC 5:93-5.6(d), and it is in accordance with the following schedule:

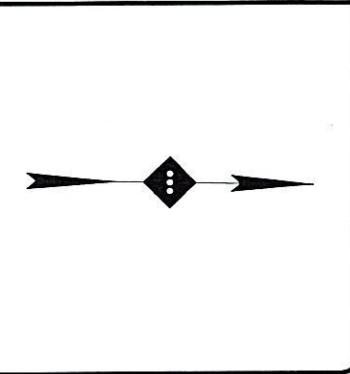
Minimum Percentage of Low- and Moderate-Income Units Completed	Percentage of Market Rate Housing Units Completed
0	25
10	25+1
50	50
75	75
100	90
	100

- e) The affordable units shall comply with the UHAC bedroom distribution requirements NJAC 5:80-26.3(b) as follows
1. The combined number of efficiency and one-bedroom units is no greater than 20% of the total low- and moderate-income units
 2. At least 30% of all low- and moderate-income units are two-bedroom units
 3. At least 20% of all low- and moderate-income units are three-bedroom units
 4. The remainder, if any, may be allocated to the discretion of the developer and two- and three-bedroom units.
- f) The affordable units shall be reasonably dispersed throughout the development

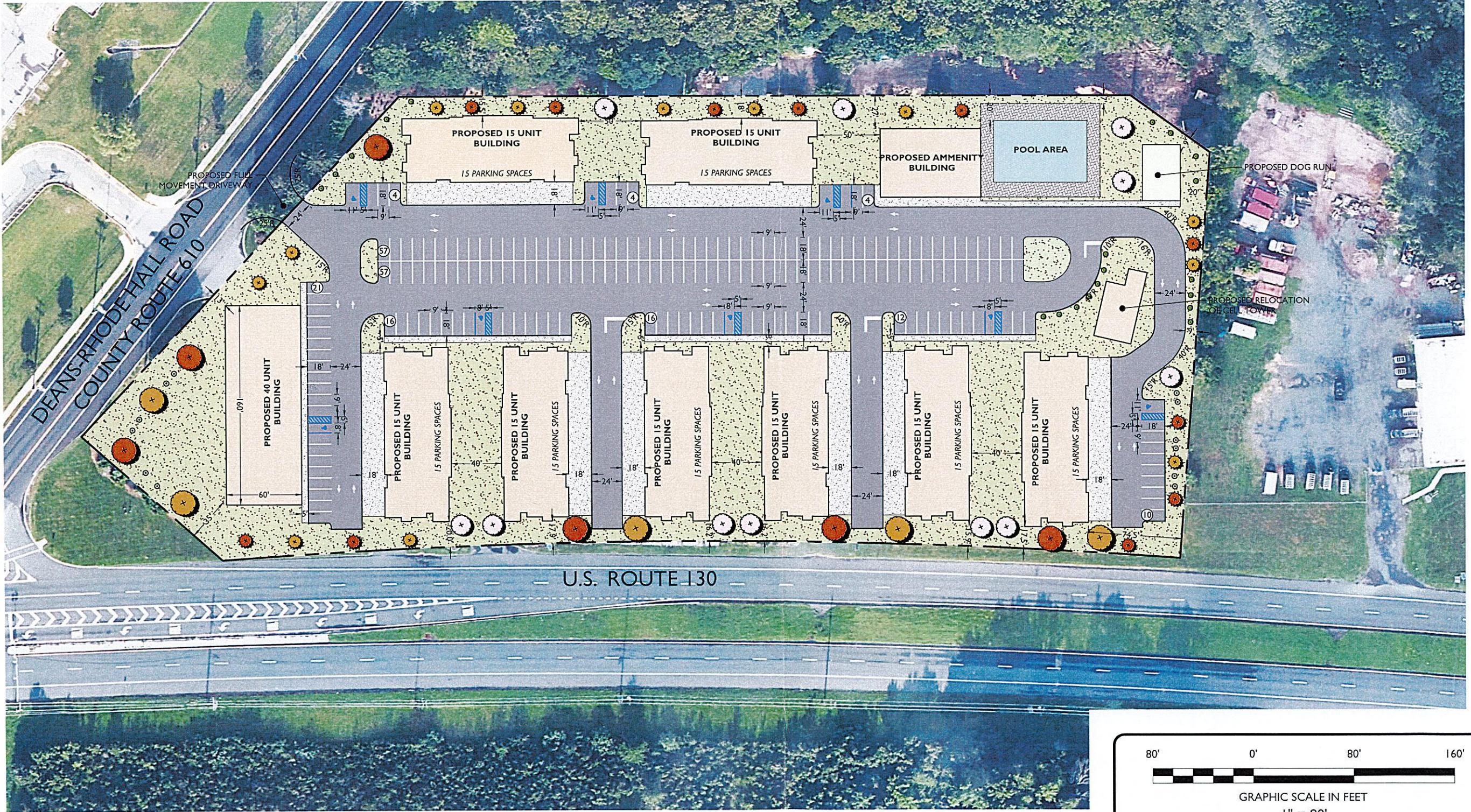
- g) The affordable units shall utilize the same heating source as the market units within the development
- h) The cost of amenities shall be included within the maximum housing fees permitted by the UHAC regulations
- i) The developer shall contract with an experienced administrative agent as per the UHAC regulations (NJAC 5:80-26.14)
- j) The affordable units shall comply with the UHAC regulations with regards to affirmative marketing per NJAC 5:80-26.15.

DRAFT

Appendix 10.
Amato Nursery Redevelopment



LAND USE SUMMARY	
BLOCK 29.02, LOT 38.08&38.09	
PROPOSED USE	
MIXED RESIDENTIAL DEVELOPMENT	
ZONING PARAMETER	PROPOSED
PROPOSED UNITS	160
PROPOSED IMPERVIOUS COVERAGE	188,077 SF (66.90%)
PROPOSED BUILDING COVERAGE	74,394 SF (27.20%)
PROPOSED PARKING SPACES	64 GARAGES 120 DRIVEWAY SPACES 201 SURFACE SPACES 385 SPACES (2.4:1)



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Sec XX-XXX1 – Purpose

The purpose of the AMATO REDEVELOPMENT ZONE is to establish standards and requirements for multifamily affordable housing unit development within the currently developed area of Block 29.02 Lots 38.08 and 38.09. This zoning district will provide realistic opportunities for the development of affordable housing units to implement the Township housing element and fair share plan, which has received substantive certification by the state council on affordable housing. All development shall further comply with the rules and regulations of the Township Affordable Housing Office and the regulations of the State Council on Affordable Housing (NJAC 5:91 and 5:92 et seq.).

Sec XX-XXX2 – Uses permitted subject to design standards

The following uses shall be permitted in the AMATO REDEVELOPMENT ZONE, subject to the design standards of this chapter:

- 1) Multi Family Developments not to exceed 160 units with 25% being affordable (40 Units).

Sec XX-XXX3 – Accessory uses permitted

The following accessory uses are permitted in the AMATO ZONE subject to the requirements of this chapter:

- 1) Off-Street Parking and Loading; Bicycle Racks
- 2) Electric Vehicle Recharging Facilities
- 3) Stormwater Management Facilities
- 4) Utility Infrastructure
- 5) Waste And Recycling Facilities
- 6) Signage
- 7) Patios
- 8) Community Building
- 9) Ground Maintenance
- 10) Storage Buildings
- 11) Indoor and Outdoor Recreation Facilities

- 12) Fitness Centers
- 13) Fire Pits
- 14) Clubhouse or Lounge Area
- 15) Dog Run
- 16) Sidewalks and Pathways
- 17) Other accessory uses and amenities customarily incidental to the principal permitted use as approved by the Planning Board.

Sec XX-XXX4 – Area, Yard, and Density requirements

1) Minimum Lot Area:	210,000 SF
2) Minimum Lot Frontage (Route 130):	750 Ft
3) Minimum Lot Frontage (Deans Rhode Hall Road)	400 Ft
4) Minimum Lot Width:	350 Ft
5) Minimum Front Yard Setback:	15 Ft
6) Minimum Setback to Intersection Right-of-Way	25 Ft
7) Minimum Side Yard Setback:	5 Ft
8) Minimum Rear Yard Setback:	5 Ft
9) Minimum Distance Between Buildings:	
• Principle to Principle:	40 Ft
• Principle to Accessory:	50 Ft
10) Minimum Front Side/Rear Distance to Accessory Building:	20 Ft
11) Maximum Building Heights:	55 Ft (< 4 Stories)
12) Maximum Building Coverage:	30%
13) Maximum Lot Coverage:	70%
14) Minimum Buffer to Route 130:	15 Ft

15) Minimum Buffer to All Other Property Lines:	5 Ft
16) Minimum Parking Setback from Perimeter Lot Lines:	5 Ft
17) Minimum Parking Setback from Buildings:	5 Ft

Sec XX-XXX5 – Design Standards, Parking, Lighting, Demolition, and Road Widening / Easements

- a) All design and performance standards set forth in the Township Code are applicable unless otherwise modified herein
- b) Parking requirements:
 - a. The standards set forth in the RSIS shall govern all parking requirements as to size and number of parking spaces. Parking spaces, open or enclosed, shall be on the same lot or tract of land as the buildings or use to be served.
 - b. Accessible parking spaces in the quantity required to complete with the State regulations governing accessible parking spaces shall be provided and shall comply with the dimensional requirements set forth by the State regulations governing accessible parking spaces.
 - c. No parking spaces shall be within ten feet (10') of a tract perimeter. This regulation shall not apply to garage and drive aisles or accessways.
 - d. Electric Vehicle parking shall be provided as follows:
 - i. Prepare make ready parking spaces at least 15 percent (15%) of the required off street parking spaces, and install EVSE in at least one third of the fifteen percent (15%) of make ready spaces
 - ii. Throughout the installation of EVSE in the make ready spaces, at least five percent (5%) of the electric vehicle supply equipment shall be accessible for people with disabilities.
 - iii. Location of make ready parking spaces shall be approved by the planning board as part of the site plan review
 - iv. Redeveloper at its option may install electric vehicle supply equipment in all make ready parking spaces prior to issuance of the initial certificate of occupancy, or may phase installation in such a manner that electric vehicle supply equipment is installed to serve make ready parking spaces at not less than a rate of no less than the rate of one third

prior to issuance of the initial certificate of occupancy, one third within three years of the initial certificate of occupancy, and one third within six years of issuance of the initial certificate of occupancy.

- e. Visitor parking is encompassed within the stands set forth based on the number of bedrooms in a unit.
 - f. Should the applicant demonstrate parking requirement conformance for uses included in the most recent ITE Parking Generation Manual and the Planning Board deems these parking requirements to be reasonable, relief may be requested.
 - g. Parking for tractor trailers and delivery trucks shall not be permitted. Exterior storage of any boat, motor home, travel trailer, camper, recreational or commercial vehicle is prohibited.
- c) Lighting Design Standards: Luminaire height may not exceed twenty feet (20'); LED lighting residential warm maximum 3,000K with sharp cutoff luminaires shields is required. The measure of lighting intensity at the boundary of the property shall not exceed 0.1-foot candles. Lighting intensity limits are exclusive of any driveway access points for purpose of vehicular and pedestrian safety and where additional lighting may be advantageous for pedestrian sidewalk areas. Suitable security and convenience lighting shall be provided along all walks, interior roads, and off-street parking areas, with the exception of driveways providing sufficient illumination for the safety and convenience of residents and vehicular traffic.
 - d) Provide necessary access for emergency vehicles
 - e) Existing obsolete improvements are to be demolished and disposed in accordance with all governing regulations
 - f) Area roadway improvements may include access driveways, ADA facility upgrades, sidewalks areas including connections, and roadway re-alignment/geometric adjustments, bikeways and multi-use pathways as may be required by the Planning Board. These improvements are subject to review and approval by the agency having jurisdiction.

Sec XX-XXX6 – Signage

- a) One freestanding sign shall be permitted at the tract entrance, and one freestanding sign shall be permitted per residential development, which shall be no greater than five feet high and shall have a sign area no greater than 50 square feet.
- b) Minimum sign setback to property lines shall be 15 feet.

- c) Signs containing building or apartment identification numbers, verbiage or similar information are also permitted, and shall be subject to Planning Board approval

Sec XX-XXX7 - Landscaping and Buffering

- a) Development applications shall provide a landscaping plan providing all the elements required in the Township's application checklists, including parking lot screening, foundation plantings, street trees, and parking lot trees.
- b) A landscaped buffer area shall be required where development abuts any nonresidential use or single-family detached use or zoning district.

Sec XX-XXX8 – Pedestrian Access

- a) Pedestrian connections, sidewalks, and crosswalks shall be provided along the frontage of the site and also around all proposed buildings
- b) Where pedestrian routes connect buildings and/or open plazas with vehicle drives or routes, the pedestrian crossings shall be adequately striped, barrier free, and accessible.

Sec XX-XXX9 – Architectural Design Standards for Multi-Family Housing

- a) Development shall conform to the architectural design standards listed in the township of south Brunswick land development ordinance subsection 62-206(4) for town houses or semi attached dwellings or subsection 62-206(5) for multifamily dwellings

Sec XX-XX10 – Solid Waste and Recycling

- a) Each residential building shall be designed to provide for adequate storage of solid waste disposal, including provisions for recycled materials
- b) All areas for solid waste and recycling collection shall be located within buildings or in outdoor screened areas
- c) All exterior trash and recycling locations shall be enclosed and located in a manner which is obscured from view of parking lots, streets, and adjacent residential uses or zoning districts by a fence, wall, plantings, or a combination thereof. If located outside the building the enclosure shall be situated on the same horizontal plane as the driveway providing access to the container and shall be oriented to realistically accommodate nearby buildings.
- d) Signage, automatic closing gates, and roof enclosure should be considered

- e) Development plans shall show the ability of a trash vehicle to service these enclosures.

Sec XX-XX11 – Snow Management

- a) Development applications should show a realistic location for piling of snow. Designated areas should be incorporated into the overall design so that snow management does not reduce the number of available parking spaces in the development.

Sec XX-XX12 – Parcel Division for Diverse Title or Other Financial Condition

- a) Following or concurrent with an application for site plan approval, a developer may seek subdivision approval to divide a development into two or more lots for financial or diverse ownership/title purposes, so long as the following conditions are satisfied:
 1. There shall be no more than five lots created with the proposed subdivision.
 2. All buildings, parking lots, amenities, and utilities will be accessible via a system of cross access easement and agreements to be provided by the developer(s).
 3. The developer agrees that each affiliated owner of a subdivided lot shall enter into a property management agreement with a single company, which comply and shall be responsible for the continued maintenance of all buildings and grounds collectively. All such property management agreements may not be terminated or assigned without express consent of the township during the minimum 30-year period of controls.
 4. All building exterior grounds must maintain a common unified appearance with no new development signs permitted.

Sec XX-XX13 – Affordable Housing Standards

- a) Pursuant to the uniform Housing Affordability Controls the affordable units shall be restricted eligible very low, low, and moderate oncome households for a minimum of 30-years from the date of their initial occupancy (“Deed restriction period”).
- b) Affordable units per income category:
 1. At least 13% of the affordable units shall be affordable to very low-income households, defined as those households earning 30% or less of the regional median income

- 2. At least 37% of the affordable units shall be affordable to low-income households, defined as those households earning between 30% and 50% of the regional median income
- 3. Up to 50% of the affordable units may be affordable to moderate income households, defined as those households earning between 50% and 80% of the regional median income.
- c) All rental affordable units shall comply with the UHAC regulations with regard to the pricing of rents associated with very low, low, and moderate income units pursuant to NJAC 5:80-26.3(d) (with one exception that very-low income units shall be provided for households at 30 % or less of the median income pursuant to NJAC 5:80-26.12.)
- d) The affordable units shall comply with the phasing of market housing and affordable housing pursuant to NJAC 5:93-5.6(d), and it is in accordance with the following schedule:

Minimum Percentage of Low- and Moderate-Income Units Completed	Percentage of Market Rate Housing Units Completed
0	25
10	25+1
50	50
75	75
100	90
	100

- e) The affordable units shall comply with the UHAC bedroom distribution requirements NJAC 5:80-26.3(b) as follows
 - 1. The combined number of efficiency and one-bedroom units is no greater than 20% of the total low- and moderate-income units
 - 2. At least 30% of all low- and moderate-income units are two-bedroom units
 - 3. At least 20% of all low- and moderate-income units are three-bedroom units
 - 4. The remainder, if any, may be allocated to the discretion of the developer and two- and three-bedroom units.
- f) The affordable units shall be reasonably dispersed throughout the development
- g) The affordable units shall utilize the same heating source as the market units within the development
- h) The cost of amenities shall be included within the maximum housing fees permitted by the UHAC regulations

- i) The developer shall contract with an experienced administrative agent as per the UHAC regulations (NJAC 5:80-26.14)
- j) The affordable units shall comply with the UHAC regulations with regards to affirmative marketing per NJAC 5:80-26.15.

DRAFT

**South Brunswick Township**

540 Ridge Road
Monmouth Junction, NJ 08852

RES-2025-276

Resolution

Authorizing a Contract with Mark A. Remsa, PP, LLA, AICP, ASLA, to Provide Professional Planning Services for a Preliminary Investigation to Determine If Block 29.02, Lots 38.08 and 38.09 Meet the Criteria for a Non-Condemnation Area in Need of Redevelopment

WHEREAS, the Township of South Brunswick has a need to acquire professional planning services for a preliminary investigation to determine if Block 29.02, Lots 38.08 and 38.09 can meet criteria to be deemed a Non-Condemnation Area in Need of Redevelopment; and

WHEREAS, Mark A. Remsa, PP, LLA, AICP, ASLA has submitted a proposal dated August 18, 2025, indicating that it can provide the necessary services in an amount not to exceed \$6,475.00; and

WHEREAS, Mark A. Remsa, PP, LLA, AICP, ASLA has completed and submitted the Non-Fair and Open Contracts packet, including a Business Entity Disclosure Certification and a Political Contribution Disclosure Certification, which certifies that it has not made any reportable contributions to a political or candidate committee in the Township of South Brunswick in the previous year; and

WHEREAS, funds are available for this purpose and certification of availability of funds has been provided by Samantha Rampacek, CFO, from Account No. 03-286-55-167; and

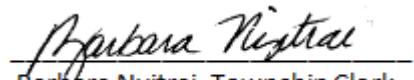
WHEREAS, the Department of Law is satisfied that said certification is in proper form;

NOW, THEREFORE BE IT RESOLVED on this 17th day of September 2025 by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. A contract be and is hereby authorized with Mark A. Remsa, PP, LLA, AICP, ASLA for it to provide professional planning services for a preliminary investigation to determine if Block 29.02, Lots 38.08 and 38.09 can meet criteria to be deemed a Non-Condemnation Area in Need of Redevelopment.
2. This expenditure, not to exceed \$6,475.00, shall be charged to Account No. 03-286-55-167.
3. The Business Entity Disclosure Certification and the Determination of Value shall be placed on file with this Resolution.
4. Notice of the award of this contract shall be published once in the Home News Tribune.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ken Bierman, Deputy Mayor
SECONDER:	Josephine "Jo" Hochman, Councilwoman
AYES:	Bierman, Germain, Grover, Hochman, Carley

This is to certify that the foregoing is a true copy of a resolution adopted at the South Brunswick Township Council meeting held on September 17, 2025.



Barbara Nyitrai
Barbara Nyitrai, Township Clerk

Appendix 11.
4375 US-1 Sonesta Redevelopment

Sec XX-XXX1 – Purpose

The purpose of the SONESTA 2 REDEVELOPMENT ZONE is to establish standards and requirements for market rate affordable housing unit development within the currently developed area of Block 99 Lot 11.10. This zoning district will provide realistic opportunities for the development of affordable housing units to implement the Township housing element and fair share plan, which has received substantive certification by the state council on affordable housing. All development shall further comply with the rules and regulations of the Township Affordable Housing Office and the regulations of the State Council on Affordable Housing (NJAC 5:91 and 5:92 et seq.).

Sec XX-XXX2 – Uses permitted subject to design standards

The following uses shall be permitted in the SONESTA 2 REDEVELOPMENT ZONE, subject to the design standards of this chapter:

- 1) Multi-Family Residential not to exceed 124 units with a mandatory 20% set aside of 25 affordable units.

Sec XX-XXX3 – Uses permitted as conditional uses

The following uses shall be permitted in the SONESTA 2 REDEVELOPMENT ZONE as a conditional use, on tracts of at least 150 acres, subject to the planning board approval under NJSA 40:55D-67:

- 1) None

Sec XX-XXX4 – Accessory uses permitted

The following accessory uses are permitted in the SONESTA 2 REDEVELOPMENT ZONE subject to the requirements of this chapter:

- 1) Off-Street Parking and Loading; Bicycle Racks
- 2) Electric Vehicle Recharging Facilities
- 3) Stormwater Management Facilities
- 4) Utility Infrastructure
- 5) Waste And Recycling Facilities
- 6) Signage
- 7) Patios

- 8) Community Building
- 9) Ground Maintenance
- 10) Storage Buildings
- 11) Indoor and Outdoor Recreation Facilities
- 12) Fitness Centers
- 13) Fire Pits
- 14) Clubhouse or Lounge Area
- 15) Dog Run
- 16) Sidewalks and Pathways
- 17) Other accessory uses and amenities customarily incidental to the principal permitted use as approved by the Planning Board.

Sec XX-XXX5 – Area, Yard, and Density requirements

- | | |
|--|------------------------|
| 1) Minimum Lot Area: | 270,000 SF |
| 2) Minimum Lot Frontage: | 450 Ft |
| 3) Minimum Lot Width: | 400 Ft |
| 4) Minimum Front Yard Setback: | 135 Ft |
| 5) Minimum Side Yard Setback: | 5 Ft |
| 6) Minimum Rear Yard Setback: | 55 Ft |
| 7) Minimum Front Distance to Accessory Buildings: | 25 Ft |
| 8) Minimum Front Side/Rear Distance to Accessory Building: | 10 Ft |
| 9) Maximum Building Heights: | 55 Ft
(< 4 Stories) |
| 10) Maximum Building Coverage: | 20% |
| 11) Maximum Lot Coverage: | 55% |

12) Maximum Buffer to Route 1:	100 Ft
13) Minimum Buffer to All Other Property Lines:	5 Ft
14) Minimum Parking Setback from Perimeter Lot Lines:	5 Ft
15) Minimum Parking Setback from Buildings:	5 Ft

Sec XX-XXX6 – Design Standards, Parking, Lighting, Demolition, and Road Widening / Easements

- a) All design and performance standards set forth in the Township Code are applicable unless otherwise modified herein
- b) Parking requirements: The following parking standards for the property have been formulated to maximize available parking given the site limitations and shall supersede the parking standards and requirements set forth in chapter 62 of the Township code.
 - i. Dimension of parking spaces
 - 1. Parking spaces on the property shall be a minimum of nine feet (9') by eighteen feet (18'), except those designated as compact vehicle parking spaces and except those designated as accessible parking spaces
 - 2. Compact vehicle parking spaces shall be a minimum of either and a half feet (8.5') by sixteen feet (16'), shall be designated compact vehicle parking spaces by using pavement markings or signage or both, and may encompass up to thirty-five percent (35%) of the total number of parking spaces provided.
 - 3. Accessible parking spaces in the quantity required to comply with State regulations governing accessibility parking spaces shall be proposed and shall comply with the dimensional requirements set forth by State regulations governing accessible parking spaces.
 - 4. The length of any parking spaces other than an accessible parking space may be reduced by two feet (2') where a vehicle is permitted to overhang into a landscaped area by two feet (2'), provided that the landscape area is not reduced in quantity and not subject to potential damage and further provided that no vehicle shall overhang into a sidewalk or walkway which would reduce the unencumbered width of a sidewalk or walkway to less than four feet (4').

5. All parking aisles with parking on both sides shall be a minimum of twenty-four feet (24') in width. All parking aisles with parking on one side or with parking on either side shall be a minimum of twenty-two feet (22') in width.

- ii. Parking shall be provided according to the following parking standards, including alternative standards to those set forth in the residential site improvement standards (if and to the extent said standards are applicable in a redevelopment area), specifically NJAC 4:21-4.14 and table 4.4, in the case of studio and one-bedroom units because such alternative parking standards better reflect local conditions based on considerations such as the nature of the redevelopment project, the designation of an affordable housing set aside, bedroom mix, anticipated household characteristics, and use by the redeveloper of demand management techniques which may include techniques such as permit parking system, an active towing protocol, and supportive facilities for alternative forms of transportation such as bicycle storage.
1. For studios, 1.0 parking spaces per unit
 2. For one-bedroom unit, 1.0 parking spaces per unit
 3. For two-bedroom units, 1.25 parking spaces per unit
 4. Parking accessible for people with disabilities shall be provided as required pursuant to state law
 5. Electric vehicle parking spaces shall be provided as follows
 - a. A minimum of ten (10) spaces shall be make ready spaces, as that term is defined in NJSA 40:55D-5, of which at least one (1) shall be accessible for people with disabilities
 - b. Locations of make ready sparkling spaces shall be approved by the Planning Board as part of the site review
 - c. Developers at its option may install electric vehicle supply equipment in all make ready parking spaces prior to issuance of the initial certificate of occupancy, or may phase installations in such a manner that electric vehicle supply equipment is installed to serve make ready parking spaces at not less than the rate of one third prior to the issuance of the initial certificate of occupancy, one third within three (3) years of issuance of the initial certificate of occupancy, and one third within six (6) years of the initial certificate of occupancy.
 6. Visitor parking is encompassed within the standards set forth based on the number of bedrooms in a unit.

- iii. Should the applicant demonstrate parking requirement conformance for uses included in the most recent ITE Parking Generation Manual and the Planning Board deems these parking requirements to be reasonable, relief may be requested.
 - iv. Parking for trucks over four (4) tons shall not be permitted. The loading and unloading of vehicles over four (4) tons, however, shall be permitted within designated loading areas.
 - v. Operational Truck Refrigeration Units (TRUs) shall not be permitted to park on the site
 - vi. Exterior storage of any boat, motorhome, travel trailer, camper, recreational, or commercial vehicle is prohibited.
- c) Lighting Design Standards: Luminaire height may not exceed twenty feet (20'); LED lighting residential warm maximum 3,000K with sharp cutoff luminaires shields is required. The measure of lighting intensity at the boundary of the property shall not exceed 0.1-foot candles. Lighting intensity limits are exclusive of any driveway access points for purpose of vehicular and pedestrian safety and where additional lighting may be advantageous for pedestrian sidewalk areas. Suitable security and convenience lighting shall be provided along all walks, interior roads, and off-street parking areas, with the exception of driveways providing sufficient illumination for the safety and convenience of residents and vehicular traffic.
 - d) Provide necessary access for emergency vehicles
 - e) Existing obsolete improvements are to be demolished and disposed in accordance with all governing regulations
 - f) Area roadway improvements may include access driveways, ADA facility upgrades, sidewalks areas including connections, and roadway re-alignment/geometric adjustments, bikeways and multi-use pathways as may be required by the Planning Board. These improvements are subject to review and approval by the agency having jurisdiction.

Sec XX-XXX7 – Signage

- a) One freestanding sign shall be permitted at the tract entrance, and one freestanding sign shall be permitted per residential development, which shall be no greater than five feet high and shall have a sign area no greater than 50 square feet.
- b) Minimum sign setback to property lines shall be 15 feet.

- c) Signs containing building or apartment identification numbers, verbiage or similar information are also permitted, and shall be subject to Planning Board approval

Sec XX-XXX8 - Landscaping and Buffering

- a) Development applications shall provide a landscaping plan providing all the elements required in the Township's application checklists, including parking lot screening, foundation plantings, street trees, and parking lot trees.
- b) A landscaped buffer area shall be required where development abuts any nonresidential use or single-family detached use or zoning district.

Sec XX-XXX9 – Pedestrian Access

- a) Pedestrian connections, sidewalks, and crosswalks shall be provided along the frontage of the site and also around all proposed buildings
- b) Where pedestrian routes connect buildings and/or open plazas with vehicle drives or routes, the pedestrian crossings shall be adequately striped, barrier free, and accessible.

Sec XX-XX10 – Architectural Design Standards for Multi-Family Housing

- a) Development shall conform to the architectural design standards listed in the township of south Brunswick land development ordinance subsection 62-206(4) for town houses or semi attached dwellings or subsection 62-206(5) for multifamily dwellings

Sec XX-XX11 – Solid Waste and Recycling

- a) Each residential building shall be designed to provide for adequate storage of solid waste disposal, including provisions for recycled materials
- b) All areas for solid waste and recycling collection shall be located within buildings or in outdoor screened areas
- c) All exterior trash and recycling locations shall be enclosed and located in a manner which is obscured from view of parking lots, streets, and adjacent residential uses or zoning districts by a fence, wall, plantings, or a combination thereof. If located outside the building the enclosure shall be situated on the same horizontal plane as the driveway providing access to the container and shall be oriented to realistically accommodate nearby buildings.
- d) Signage, automatic closing gates, and roof enclosure should be considered
- e) Development plans shall show the ability of a trash vehicle to service these enclosures.

Sec XX-XX12 – Snow Management

- a) Development applications should show a realistic location for piling of snow. Designated areas should be incorporated into the overall design so that snow management does not reduce the number of available parking spaces in the development.

Sec XX-XX13 – Parcel Division for Diverse Title or Other Financial Condition

- a) Following or concurrent with an application for site plan approval, a developer may seek subdivision approval to divide a development into two or more lots for financial or diverse ownership/title purposes, so long as the following conditions are satisfied:
 1. There shall be no more than five lots created with the proposed subdivision.
 2. All buildings, parking lots, amenities, and utilities will be accessible via a system of cross access easement and agreements to be provided by the developer(s).
 3. The developer agrees that each affiliated owner of a subdivided lot shall enter into a property management agreement with a single company, which comply and shall be responsible for the continued maintenance of all buildings and grounds collectively. All such property management agreements may not be terminated or assigned without express consent of the township during the minimum 30-year period of controls.
 4. All building exterior grounds must maintain a common unified appearance with no new development signs permitted.

Sec XX-XX14 – Affordable Housing Standards

- a) Pursuant to the uniform Housing Affordability Controls the affordable units shall be restricted eligible very low, low, and moderate oncome households for a minimum of 30-years from the date of their initial occupancy (“Deed restriction period).
- b) Affordable units per income category:
 1. At least 13% of the affordable units shall be affordable to very low-income households, defined as those households earning 30% or less of the regional median income

- 2. At least 37% of the affordable units shall be affordable to low-income households, defined as those households earning between 30% and 50% of the regional median income
- 3. Up to 50% of the affordable units may be affordable to moderate income households, defined as those households earning between 50% and 80% of the regional median income.
- c) All rental affordable units shall comply with the UHAC regulations with regard to the pricing of rents associated with very low, low, and moderate income units pursuant to NJAC 5:80-26.3(d) (with one exception that very-low income units shall be provided for households at 30 % or less of the median income pursuant to NJAC 5:80-26.12.)
- d) The affordable units shall comply with the phasing of market housing and affordable housing pursuant to NJAC 5:93-5.6(d), and it is in accordance with the following schedule:

Minimum Percentage of Low- and Moderate-Income Units Completed	Percentage of Market Rate Housing Units Completed
0	25
10	25+1
50	50
75	75
100	90
	100

- e) The affordable units shall comply with the UHAC bedroom distribution requirements NJAC 5:80-26.3(b) as follows
 - 1. The combined number of efficiency and one-bedroom units is no greater than 20% of the total low- and moderate-income units
 - 2. At least 30% of all low- and moderate-income units are two-bedroom units
 - 3. At least 20% of all low- and moderate-income units are three-bedroom units
 - 4. The remainder, if any, may be allocated to the discretion of the developer and two- and three-bedroom units.
- f) The affordable units shall be reasonably dispersed throughout the development
- g) The affordable units shall utilize the same heating source as the market units within the development
- h) The cost of amenities shall be included within the maximum housing fees permitted by the UHAC regulations

- i) The developer shall contract with an experienced administrative agent as per the UHAC regulations (NJAC 5:80-26.14)
- j) The affordable units shall comply with the UHAC regulations with regards to affirmative marketing per NJAC 5:80-26.15.

DRAFT



RESOLUTION 2025-245

Authorizing an Escrow Agreement with Churchwick Partners, LLC

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended from time to time (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, Churchwick Partners, LLC (the “**Entity**”) is the owner of certain real property located at 4375 U.S. Route 1, and identified as Block 99, Lot 11.10, on the Official Tax Maps of the Township (the “**Property**”); and

WHEREAS, the Township Council, pursuant to N.J.S.A. 40A:12A-6, may authorize the Planning Board of the Township (the “**Planning Board**”) to determine whether the Property meets the statutory criteria for designation as an “area in need of redevelopment” pursuant to the Redevelopment Law; and

WHEREAS, the Entity desires an investigation into whether the Property meets the statutory criteria for designation as an “area in need of redevelopment”; and

WHEREAS, the Entity has agreed to bear the out-of-pocket costs for the Township’s investigation and/or study and additional work if reasonably indicated, related to the designation of the Property as an “area in need of redevelopment”, including but not limited to, the reasonable fees and costs of professionals such as the planner and/or special counsel to assist the Township in its investigation (the “**Interim Costs**”).

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of South Brunswick as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Township Council hereby authorizes the Mayor to execute a funding agreement between the Township and the Entity to establish an escrow account to be funded by the Entity for the payment of the Interim Costs.

Section 3. A copy of this Resolution shall be filed and available for public inspection at the in the offices of the Township.

Section 4. This Resolution shall take effect immediately.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ken Bierman, Deputy Mayor
SECONDER: Archana "Ann" Grover, Councilwoman
AYES: Ken Bierman, Patricia Germain, Archana "Ann" Grover, Charlie Carley
ABSENT: Josephine "Jo" Hochman

This is to certify that the foregoing is a true copy of a Resolution Adopted at the South Brunswick Township Council meeting held on August 6, 2025.

Barbara Nyitrai
Barbara Nyitrai, Township Clerk

FUNDING AGREEMENT

THIS FUNDING AGREEMENT is dated this ____ day of July, 2025 between the **TOWNSHIP OF SOUTH BRUNSWICK**, a municipal corporation of the State of New Jersey, having its offices at 540 Ridge Road, Monmouth Junction, New Jersey 08852 (the "Township"), and **CHURCHWICK PARTNERS LLC**, a Delaware limited liability company with an office at 515 Madison Avenue, 29th Floor, New York, NY 10022 (the "Entity" and, together with the Township, the "Parties", each individually a "Party").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), authorizes a municipality to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Entity is the contract purchaser of certain real property located at 4375 US Route 1 South, Princeton, New Jersey 08540 and identified as Block 99, Lot 11.10 on the Official Tax Maps of the Township (the "Property"); and

WHEREAS, the Township Council, pursuant to N.J.S.A. 40A:12A-6, may authorize the Planning Board of the Township (the "Planning Board") to determine whether the Property meets the statutory criteria for designation as an "area in need of redevelopment" pursuant to the Redevelopment Law; and

WHEREAS, the Entity desires an investigation into whether the Property meets the statutory criteria for designation as an "area in need of redevelopment"; and

WHEREAS, the Entity has agreed to bear the out-of-pocket costs for the Township's investigation and/or study and additional work if reasonably indicated, related to the designation of the Property as an "area in need of redevelopment", including but not limited to, the reasonable fees and costs of professionals such as the planner and/or special counsel to assist the Township in its investigation (the "Interim Costs").

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

1. Payment of Interim Costs.

Immediately upon the execution of this Funding Agreement, the Entity shall pay Twenty-Five Thousand Dollars (\$25,000.00) (the "Escrow") to the Township and the Township shall deposit such funds into an escrow account established by it for the payment of the Interim Costs. Prior to the Township's withdrawal of funds from the Escrow for the payment of the Interim Costs, the Township shall provide the Entity with a copy of each reasonably itemized invoice reflecting Interim Costs to be paid in the form of a Notice under this Agreement. Unless the Entity promptly (within ten (10) days) of its receipt of any such Notice) provides a written objection to any invoiced

item, the Township shall be free to withdraw funds from the Escrow for the payment of such invoiced services. If, when and as often as may occur that the Escrow is drawn down to or below Ten Thousand Dollars (\$10,000.00), then the Entity, upon the Township's request, shall promptly, upon written request, provide to the Township for deposit an additional amount sufficient to replenish the Escrow to Twenty-Five Thousand Dollars (\$25,000.00) or such lesser sum as the Township determines to be reasonable for use in accordance with these terms.

Interim Costs, for the purposes of this Funding Agreement, shall include the reasonably incurred and payable out-of-pocket fees, costs and expenses incurred by the Township in reviewing the Entity's proposed development of the Property, including, but not limited to, such fees for legal, engineering, and financial advisory services.

This Funding Agreement shall expire on the earlier of the execution of a redevelopment agreement between the parties or December 31, 2025, unless extended by mutual consent. In the event that this Funding Agreement either expires or is otherwise terminated, then all monies remaining in the Escrow shall be promptly returned to the Entity following the payment from the Escrow of the Interim Costs incurred by the Township prior to the expiration or termination of this Funding Agreement.

2. **Notice.** Any notice provided to the Township hereunder shall be submitted in writing, including by e-mail, to:

Township of South Brunswick
540 Ridge Road
Monmouth Junction, New Jersey 08852
Attn: Township Manager

with copies to:

William W. Northgrave Esq.
McManimon, Scotland & Baumann, L.L.C.
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068
wnorthgrave@msbnj.com

Notices to the Entity shall be submitted in writing, including by e-mail, to:

Churchwick Partners LLC
Attn: Jonathan Schwaib
515 Madison Avenue, 29th Floor
New York, New York 10022
email: jonathan@churchwickpartners.com

with copies to:

Benjamin A. Nadell, Esq.
Saul Ewing LLP

650 College Road East, Suite #4000
Princeton, New Jersey 08540
email: benjamin.nadell@saul.com
phone: 609-452-3152

3. **General.**

- a. This Funding Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. This Funding Agreement may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.
- b. This Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- c. This Funding Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflict of laws principles.
- d. This Funding Agreement may be executed in any number of counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In order to expedite the execution of this Agreement, facsimile or e-mail transmitted signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the facsimile or e-mail document (as the case may be), are aware that the other Party will rely on such facsimile or e-mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Funding Agreement to be executed, all as of the date first above written.

Attest:

TOWNSHIP OF SOUTH BRUNSWICK

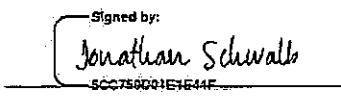


By:

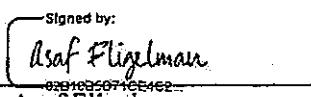

Charlie Carley, Mayor

Witness:

CHURCHWICK PARTNERS LLC


Signed by:
Jonathan Schwall
SC0750001E1E44F
Jonathan Schwall

By:


Signed by:
Asaf Fligelman
030405071E6462
Name: Asaf Fligelman
Title: Principal/Authorized Signatory



RESOLUTION 2025-244

Authorizing and Directing the Township Planning Board to Undertake a Preliminary Investigation as To Whether Property Located at Block 99, Lot 11.10 Satisfies the Criteria to be Designated as an Area in Need of Redevelopment And/Or Rehabilitation

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “**LRHL**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and/or rehabilitation; and

WHEREAS, in accordance with the LRHL the Mayor and Township Council of the Township of South Brunswick (the “**Township Council**”) believes it is in the best interest of the Township to authorize the South Brunswick Planning Board (the “**Planning Board**”) to conduct a preliminary investigation as to whether the following properties as appears on the South Brunswick Tax Map (the “**Study Area**”), satisfies the criteria to be designated as an area in need of redevelopment and/or rehabilitation and whether same or any portion thereof should be designated as an area in need of redevelopment and/or rehabilitation:

- Block 99, Lot 11.10 (4375 U.S. Route 1 South)

WHEREAS, the redevelopment area determination requested hereunder authorizes the Township and Township Council to use all those powers provided by the LRHL for use in a redevelopment area, other than the power of eminent domain (hereinafter referred to as a “**Non-Condemnation Redevelopment Area**”).

NOW, THEREFORE, BE IT RESOLVED, on this 6th day of August, 2025, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, as follows:

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

Section 2. The Township Council hereby authorizes and directs the Planning Board to conduct an investigation pursuant to N.J.S.A. 40A:12A-6 to determine whether the Study Area satisfies the criteria set forth in N.J.S.A. 40A:12A-5 to be designated as an area in need of redevelopment (non-condemnation) and/or rehabilitation.

Section 3. As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Redevelopment Law, specifically N.J.S.A. 40A:12A-6, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment (non-condemnation) and/or rehabilitation. The notice of the hearing shall specifically state that

the redevelopment area determination shall not authorize the Township or Township Council to exercise the power of eminent domain to acquire property in the delineated area, for the Study Area is being investigated as a possible Non-Condemnation Redevelopment Area and/or Rehabilitation Area.

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area and/or rehabilitation area. All objections to a determination that the Study Area is an area in need of redevelopment and/or rehabilitation and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

Section 6. After conducting its investigation, preparing a map of the Study Area, and conducting a public hearing at which all objections to the designation are received and considered, the Planning Board shall make a recommendation to the Township Council as to whether the Township Council should designate all or some of the Study Area as an area in need of redevelopment (non-condemnation) and/or rehabilitation.

Section 7. A copy of this Resolution shall be available for public inspection at the offices of the Township Clerk.

Section 8. This Resolution shall take effect immediately.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ken Bierman, Deputy Mayor
SECONDER:	Archana "Ann" Grover, Councilwoman
AYES:	Ken Bierman, Patricia Germain, Archana "Ann" Grover, Charlie Carley
ABSENT:	Josephine "Jo" Hochman

This is to certify that the foregoing is a true copy of a Resolution Adopted at the South Brunswick Township Council meeting held on August 6, 2025.

Barbara Nyitrai
Barbara Nyitrai, Township Clerk



Resolution

Authorizing and Directing the Township Planning Board to Undertake a Preliminary Investigation as To Whether Property Located at Block 99, Lot 11.10 Satisfies the Criteria to be Designated as an Area in Need of Redevelopment And/Or Rehabilitation

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Section 6. After conducting its investigation, preparing a map of the Study Area, and conducting a public hearing at which all objections to the designation are received and considered, the Planning Board shall make a recommendation to the Township Council as to whether the Township Council should designate all or some of the Study Area as an area in need of redevelopment (non-condemnation) and/or rehabilitation.

Section 7. A copy of this Resolution shall be available for public inspection at the offices of the Township Clerk.

Section 8. This Resolution shall take effect immediately.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ken Bierman, Deputy Mayor
SECONDER:	Archana "Ann" Grover, Councilwoman
AYES:	Ken Bierman, Patricia Germain, Archana "Ann" Grover, Charlie Carley
ABSENT:	Josephine "Jo" Hochman

This is to certify that the foregoing is a true copy of a resolution adopted at the South Brunswick Township Council meeting held on August 6, 2025.


Barbara Nyitrai, Township Clerk

Appendix 12.
3674 Rt 27

Detailed Project Description - South Brunswick Community Development Corp. – 3674 Route 27, Kendall Park

Overview

South Brunswick Community Development Corp. intends to develop the above mentioned property. The project consists of a total of 79 one-bedroom age-restricted rental units and 1 two-bedroom for the on-site superintendent.

South Brunswick Community Development Corporation (SBCDC), a 501(c)(3) tax-exempt non-profit corporation and has almost 50 years experience in developing, owning and managing affordable housing apartments in South Brunswick.

SBCDC will enter into an Agreement with the Township of South Brunswick for the Development and Management of an Affordable Housing Complex. The land on which the project will be developed will be acquired by the Township. The Township will convey the property to SBCDC for nominal consideration.

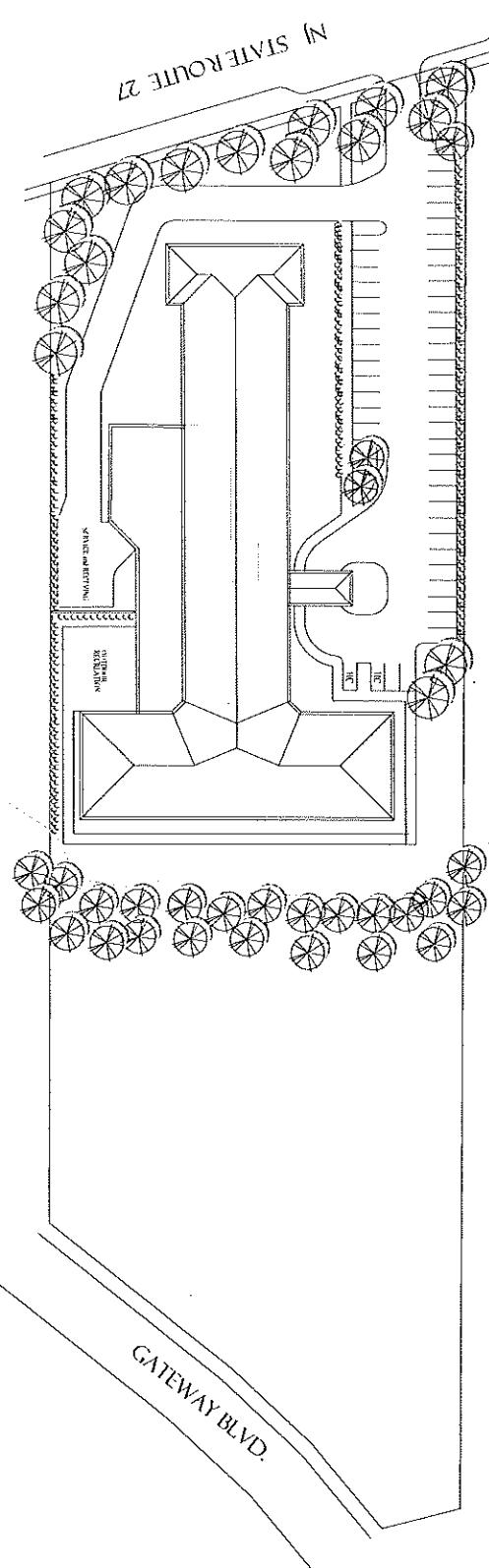
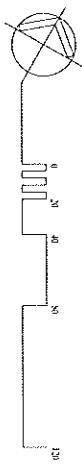
Development Program and Plan

The project will clearly be intended for older persons as evidenced by policies and procedures that demonstrate the intent of the property will be housing for older persons (55+). 13% of the units in the project will be reserved for very low-income tenants with rents set between 20% and 30% of the median income. 37% of the units will be reserved as low income units with rents set at 47.5% of the median income. 50% of the units in the project will be reserved for tenants earning no more than 56% of the median income.

As noted above, the proposed building will contain 80 units. The building will be very attractively designed utilizing high quality construction standards and materials. The exterior and interior of the building will be indistinguishable from market- rate housing. The project will contain all one-bedroom apartments with the exception of one 2-bedroom apartment for a live-in project superintendent. Each unit will have a full working kitchen and ample closet and counter space. Additional building features include a large community room on the main level, a separate lounge area, exterior landscaped courtyard/patio, elevators, laundry rooms, garbage/recycling rooms on each floor and one (1) off-street parking space per unit. Site plan, floor plans and building elevations follow.

There will be a variety of on-site supportive services and amenities available at no charge to the residents to meet their needs.

The building is estimated at 91,800 square feet at a cost of \$23,000,000. Applications will be submitted to the following sources for funding: NJHMFA 9% Tax Credit Program, NJ DCA Affordable Housing Trust Fund, Federal Home Loan Bank, South Brunswick Township Affordable Housing Trust Fund. We anticipate construction to commence within two years after acquiring site control.



PROJECT DESCRIPTION
NUMBER OF LIVING UNITS - 80
1 BEDROOM - 79
2 BEDROOM - 1 (MGR)
BUILDING HEIGHT - 3 FLOORS
PARKING - 50 CARS

PROPOSED SENIOR HOUSING
S. BRUNSWICK COMMUNITY
DEVELOPMENT CORPORATION
STATE ROUTE 27
S. BRUNSWICK TWP, NEW JERSEY



SOUTH BRUNSWICK COMMUNITY DEVELOPMENT CORP.

CHARLESTON PLACE SENIOR CITIZEN HOUSING

3424 ROUTE 27

KENDALL PARK, NJ 08824

Tel: (732) 297-7966

Fax: (732) 297-0978

May 27, 2025

Charlie Carley, Mayor
Township of South Brunswick
P.O. Box 190
Monmouth Junction, NJ 08852

Dear Mayor Carley:

Please be advised that it is our intention to proceed with the development of the property located at 3674 Route 27 once we gain site control. We anticipate building 75-80 affordable housing apartments for very low and low-income individuals. At the present time US Department of Housing and Urban Development (HUD) has not received continued funding for their 202 program, which provides the capital funds for construction. However, there are other funding sources such as the tax credit program. It is our hope that within the next couple of years HUD will receive funding for a modified 202 program that would use mixed funding for the construction and HUD provide the subsidies.

As always, we wish to thank you and the Council for your continued support.

Sincerely,

SOUTH BRUNSWICK COMMUNITY DEVELOPMENT CORP.

Anne Luck-Deak, President

ALD/kgs

Equal Housing Opportunity

The Fair Housing Act prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, religion, sex, handicap, familial status, or national origin. Federal law also prohibits discrimination on the basis of age.

This institution is an equal opportunity provider and employer.

Sec XX-XXX1 – Purpose

The purpose of the 3674 RT 27 REDEVELOPMENT ZONE is to establish standards and requirements for senior housing affordable housing unit development within the currently developed area of Block 96.24 Lot 23.021. This zoning district will provide realistic opportunities for the development of affordable housing units to implement the Township housing element and fair share plan, which has received substantive certification by the state council on affordable housing. All development shall further comply with the rules and regulations of the Township Affordable Housing Office and the regulations of the State Council on Affordable Housing (NJAC 5:91 and 5:92 et seq.).

Sec XX-XXX2 – Uses permitted subject to design standards

The following uses shall be permitted in the 3674 RT 27 ZONE, subject to the design standards of this chapter:

- 1) Age-restricted mid-rise apartment up to 80 units with 100% being affordable.

Sec XX-XXX3 – Accessory uses permitted

The following accessory uses are permitted in the 3674 RT 27 ZONE subject to the requirements of this chapter:

- 1) Off-Street Parking and Loading; Bicycle Racks
- 2) Electric Vehicle Recharging Facilities
- 3) Stormwater Management Facilities
- 4) Utility Infrastructure
- 5) Waste And Recycling Facilities
- 6) Signage
- 7) Patios
- 8) Community Building
- 9) Ground Maintenance
- 10) Storage Buildings
- 11) Indoor and Outdoor Recreation Facilities
- 12) Fitness Centers

- 13) Fire Pits
- 14) Clubhouse or Lounge Area
- 15) Dog Run
- 16) Sidewalks and Pathways
- 17) Other accessory uses and amenities customarily incidental to the principal permitted use as approved by the Planning Board.

Sec XX-XXX4 – Area, Yard, and Density requirements

1) Minimum Lot Area:	175,000 SF
2) Minimum Lot Frontage:	250 Ft
3) Minimum Lot Width:	230 Ft
4) Minimum Front Yard Setback:	50 Ft
5) Minimum Side Yard Setback:	
• One Side:	5 Ft
• Both Sides:	10 Ft
6) Minimum Rear Yard Setback:	200 Ft
7) Minimum Front Distance to Accessory Buildings:	25 Ft
8) Minimum Front Side/Rear Distance to Accessory Building:	10 Ft
9) Maximum Building Heights:	55 Ft (< 4 Stories)
10) Maximum Building Coverage:	20%
11) Maximum Lot Coverage:	40%
12) Minimum Buffer to Route 27:	40 Ft
13) Minimum Buffer to All Other Property Lines:	5 Ft
14) Minimum Parking Setback from Perimeter Lot Lines:	5 Ft

15) Minimum Parking Setback from Buildings:

5 Ft

Sec XX-XXX5 – Design Standards, Parking, Lighting, Demolition, and Road Widening / Easements

- a) All design and performance standards set forth in the Township Code are applicable unless otherwise modified herein
- b) Parking requirements: The following parking standards for the property have been formulated to maximize available parking given the site limitations and shall supersede the parking standards and requirements set forth in chapter 62 of the Township code.
 - i. Dimension of parking spaces
 - 1. Parking spaces on the property shall be a minimum of nine feet (9') by eighteen feet (18'), except those designated as compact vehicle parking spaces and except those designated as accessible parking spaces
 - 2. Accessible parking spaces in the quantity required to comply with State regulations governing accessibility, parking spaces shall be proposed and shall comply with the dimensional requirements set forth by State regulations governing accessible parking spaces.
 - 3. The length of any parking spaces other than an accessible parking space may be reduced by two feet (2') where a vehicle is permitted to overhang into a landscaped area by two feet (2'), provided that the landscape area is not reduced in quantity and not subject to potential damage and further provided that no vehicle shall overhang into a sidewalk or walkway which would reduce the unencumbered width of a sidewalk or walkway to less than four feet (4').
 - 4. Parking for the age-restricted residential units shall be as follows:
 - a. .7 parking space is required for each 1- or 2-bedroom unit
 - 5. Electric Vehicle parking spaces shall be provided as follows:
 - a. Prepare make ready parking spaces at least 15 percent (15%) of the required off street parking spaces, and install EVSE in at least one third of the fifteen percent (15%) of make ready spaces
 - b. Throughout the installation of EVSE in the make ready spaces, at least five percent (5%) of the electric vehicle supply equipment shall be accessible for people with disabilities.

- c. Location of make ready parking spaces shall be approved by the planning board as part of the site plan review
 - d. Redeveloper at its option may install electric vehicle supply equipment in all make ready parking spaces prior to issuance of the initial certificate of occupancy, or may phase installation in such a manner that electric vehicle supply equipment is installed to serve make ready parking spaces at not less than a rate of no less than the rate of one third prior to issuance of the initial certificate of occupancy, one third within three years of the initial certificate of occupancy, and one third within six years of issuance of the initial certificate of occupancy.
- 6. Visitor parking is encompassed within the stands set forth based on the number of bedrooms in a unit.
 - ii. Should the applicant demonstrate parking requirement conformance for uses included in the most recent ITE Parking Generation Manual and the Planning Board deems these parking requirements to be reasonable, relief may be requested.
 - iii. Parking for trucks over four (4) tons shall not be permitted. The loading and unloading of vehicles over four (4) tons, however, shall be permitted within designated loading areas.
 - iv. Operational Truck Refrigeration Units (TRUs) shall not be permitted to park on the site
 - v. Exterior storage of any boat, motorhome, travel trailer, camper, recreational, or commercial vehicle is prohibited.
- c) Lighting Design Standards: Luminaire height may not exceed twenty feet (20'); LED lighting residential warm maximum 3,000K with sharp cutoff luminaires shields is required. The measure of lighting intensity at the boundary of the property shall not exceed 0.1-foot candles. Lighting intensity limits are exclusive of any driveway access points for purpose of vehicular and pedestrian safety and where additional lighting may be advantageous for pedestrian sidewalk areas. Suitable security and convenience lighting shall be provided along all walks, interior roads, and off-street parking areas, with the exception of driveways providing sufficient illumination for the safety and convenience of residents and vehicular traffic.
- d) Provide necessary access for emergency vehicles
- e) Existing obsolete improvements are to be demolished and disposed in accordance with all governing regulations

- f) Area roadway improvements may include access driveways, ADA facility upgrades, sidewalks areas including connections, and roadway re-alignment/geometric adjustments, bikeways and multi-use pathways as may be required by the Planning Board. These improvements are subject to review and approval by the agency having jurisdiction.

Sec XX-XXX6 – Signage

- a) One freestanding sign shall be permitted at the tract entrance, and one freestanding sign shall be permitted per residential development, which shall be no greater than five feet high and shall have a sign area no greater than 50 square feet.
- b) Minimum sign setback to property lines shall be 15 feet.
- c) Signs containing building or apartment identification numbers, verbiage or similar information are also permitted, and shall be subject to Planning Board approval

Sec XX-XXX7 - Landscaping and Buffering

- a) Development applications shall provide a landscaping plan providing all the elements required in the Township's application checklists, including parking lot screening, foundation plantings, street trees, and parking lot trees.
- b) A landscaped buffer area shall be required where development abuts any nonresidential use or single-family detached use or zoning district.

Sec XX-XXX8 – Pedestrian Access

- a) Pedestrian connections, sidewalks, and crosswalks shall be provided along the frontage of the site and also around all proposed buildings
- b) Where pedestrian routes connect buildings and/or open plazas with vehicle drives or routes, the pedestrian crossings shall be adequately striped, barrier free, and accessible.

Sec XX-XXX9 – Architectural Design Standards for Multi-Family Housing

- a) Development shall conform to the architectural design standards listed in the township of south Brunswick land development ordinance subsection 62-206(4) for town houses or semi attached dwellings or subsection 62-206(5) for multifamily dwellings

Sec XX-XX10 – Solid Waste and Recycling

- a) Each residential building shall be designed to provide for adequate storage of solid waste disposal, including provisions for recycled materials

- b) All areas for solid waste and recycling collection shall be located within buildings or in outdoor screened areas
- c) All exterior trash and recycling locations shall be enclosed and located in a manner which is obscured from view of parking lots, streets, and adjacent residential uses or zoning districts by a fence, wall, paintings, or a combination thereof. If located outside the building the enclosure shall be situated on the same horizontal plane as the driveway providing access to the container and shall be oriented to realistically accommodate nearby buildings.
- d) Signage, automatic closing gates, and roof enclosure should be considered
- e) Development plans shall show the ability of a trash vehicle to service these enclosures.

Sec XX-XX11 – Snow Management

- a) Development applications should show a realistic location for piling of snow. Designated areas should be incorporated into the overall design so that snow management does not reduce the number of available parking spaces in the development.

Sec XX-XX12 – Parcel Division for Diverse Title or Other Financial Condition

- a) Following or concurrent with an application for site plan approval, a developer may seek subdivision approval to divide a development into two or more lots for financial or diverse ownership/title purposes, so long as the following conditions are satisfied:
 1. There shall be no more than five lots created with the proposed subdivision.
 2. All buildings, parking lots, amenities, and utilities will be accessible via a system of cross access easement and agreements to be provided by the developer(s).
 3. The developer agrees that each affiliated owner of a subdivided lot shall enter into a property management agreement with a single company, which comply and shall be responsible for the continued maintenance of all buildings and grounds collectively. All such property management agreements may not be terminated or assigned without express consent of the township during the minimum 30-year period of controls.
 4. All building exterior grounds must maintain a common unified appearance with no new development signs permitted.

Sec XX-XX13 – Affordable Housing Standards

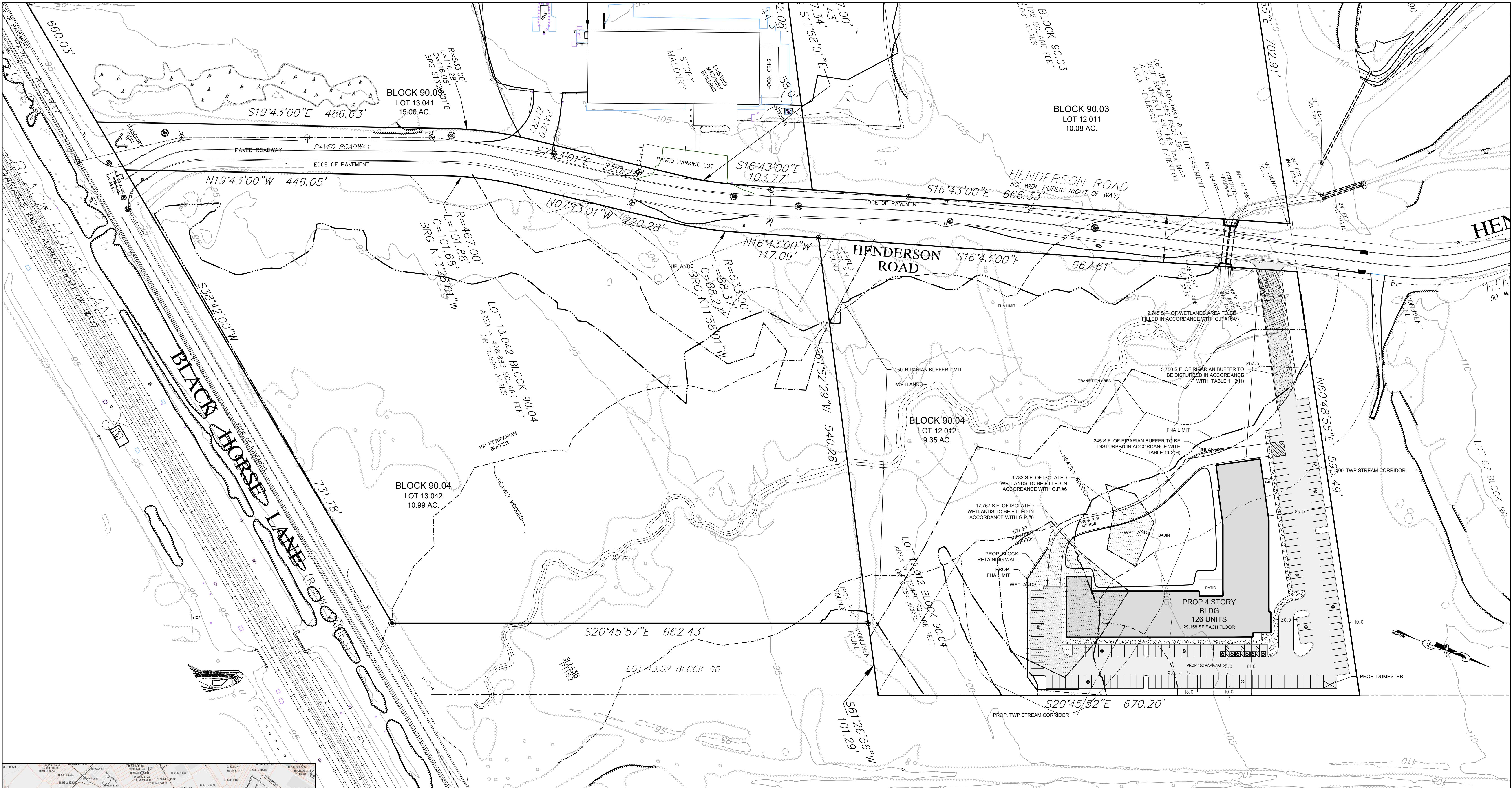
- a) Pursuant to the uniform Housing Affordability Controls the affordable units shall be restricted eligible very low, low, and moderate oncome households for a minimum of 30-years from the date of their initial occupancy (“Deed restriction period).
- b) Affordable units per income category:
 - 1. At least 13% of the affordable units shall be affordable to very low-income households, defined as those households earning 30% or less of the regional median income
 - 2. At least 37% of the affordable units shall be affordable to low-income households, defined as those households earning between 30% and 50% of the regional median income
 - 3. Up to 50% of the affordable units may be affordable to moderate income households, defined as those households earning between 50% and 80% of the regional median income.
- c) All rental affordable units shall comply with the UHAC regulations with regard to the pricing of rents associated with very low, low, and moderate income units pursuant to NJAC 5:80-26.3(d) (with one exception that very-low income units shall be provided for households at 30 % or less of the median income pursuant to NJAC 5:80-26.12.)
- d) The affordable units shall comply with the phasing of market housing and affordable housing pursuant to NJAC 5:93-5.6(d), and it is in accordance with the following schedule:

Minimum Percentage of Low- and Moderate-Income Units Completed	Percentage of Market Rate Housing Units Completed
0	25
10	25+1
50	50
75	75
100	90
	100

- e) The affordable units shall comply with the UHAC bedroom distribution requirements NJAC 5:80-26.3(b) as follows
 - 1. The combined number of efficiency and one-bedroom units is no greater than 20% of the total low- and moderate-income units
 - 2. At least 30% of all low- and moderate-income units are two-bedroom units

3. At least 20% of all low- and moderate-income units are three-bedroom units
 4. The remainder, if any, may be allocated to the discretion of the developer and two- and three-bedroom units.
- f) The affordable units shall be reasonably dispersed throughout the development
 - g) The affordable units shall utilize the same heating source as the market units within the development
 - h) The cost of amenities shall be included within the maximum housing fees permitted by the UHAC regulations
 - i) The developer shall contract with an experienced administrative agent as per the UHAC regulations (NJAC 5:80-26.14)
 - j) The affordable units shall comply with the UHAC regulations with regards to affirmative marketing per NJAC 5:80-26.15.

Appendix 13.
Henderson Road



GENERAL NOTES:

1. THE PROPERTY IS KNOWN AS LOTS 12.012 IN BLOCK 90.04 AS SHOWN ON THE OFFICIAL TAX MAPS #28 OF SOUTH BRUNSWICK TOWNSHIP, MONMOUTH COUNTY, NJ.
2. OUTBOUND SURVEY ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY" PREPARED BY STRESSES ASSOCIATES P.A., DATED 10-13-21.
3. TOTAL LOT AREA: 9.35 ACRES
4. THE PROPERTY IS LOCATED IN R-2. APPLICANT IS PROPOSING TO CONSTRUCT 126 AGE RESTRICTED CONDOMINIUM UNITS IN A SINGLE 4 STORY BUILDING WITH 152 PARKING SPACES. (1.20 SPACE/UNIT)
5. ZONING SCHEDULE

ITEM PROPOSED

LOT AREA 9.35 AC

LOT WIDTH 667.61 ft

LOT DEPTH 595.49 ft

YARD REQUIREMENTS

- FRONT YARD 265.30 ft

- SIDE YARD 88.40 ft

- REAR YARD 81.0 ft

BUILDING HEIGHT 50 ft

LOT COVERAGE 25%

BUILDING COVERAGE 7.5%

PROPERTY IS LOCATED IN SOUTH BRUNSWICK TOWNSHIP WATER AND SEWER SERVICE AREA. THE UTILITIES ARE LOCATED IN HENDERSON ROAD ALONG PROPERTY FRONTAGE. THE PROJECT WILL BE SERVICED BY PUBLIC SEWER AND WATER.

CONCEPT PLAN - 126 SENIOR UNIT

BLOCK 90.04, LOT 12.012 & 13.042

SITUATED ON

LOCATED ON HENDERSON ROAD AS SHOWN ON TAX MAP OF TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NJ

CONCEPT ENGINEERING CONSULTANTS, P.A. 123 HIGHWAY #33 EAST, SUITE #204, MANALAPAN, NJ 07726
TEL: 732-792-2750 OR 732-792-2740
PROFESSIONAL ENGINEERS - LAND SURVEYORS

JOHN J. PLOSKONKA P.E. JOHN J. PLOSKONKA P.E.

PROFESSIONAL ENGINEER, N.J. LIC. NO. 32265

LEO A. KALIETA P.L.S. LEO A. KALIETA P.L.S.

PROFESSIONAL LAND SURVEYOR, N.J. LIC. NO. 32265

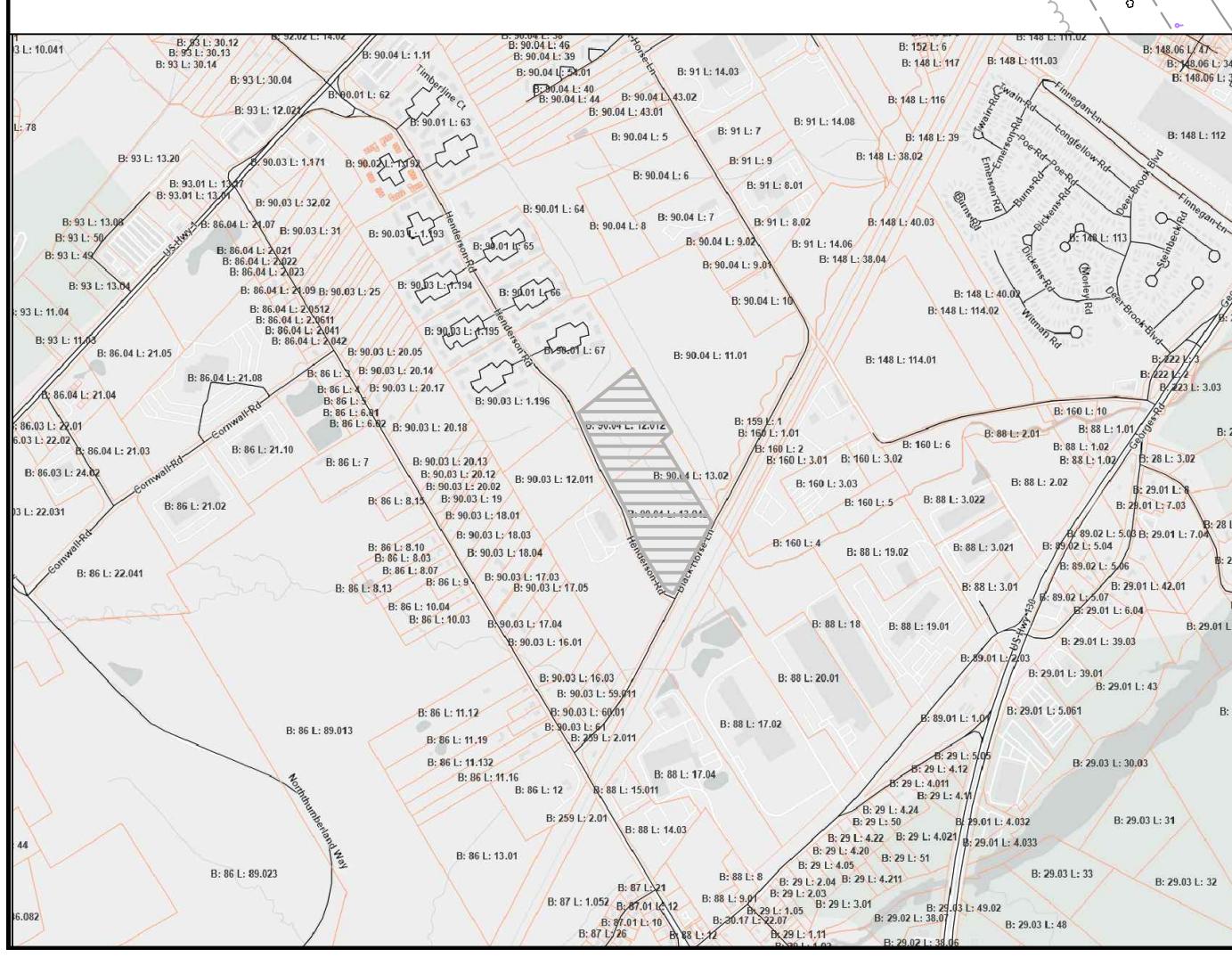
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SHEET 1 OF 2

JOB NO. 32468





01 | PERSPECTIVE

Scale: NTS

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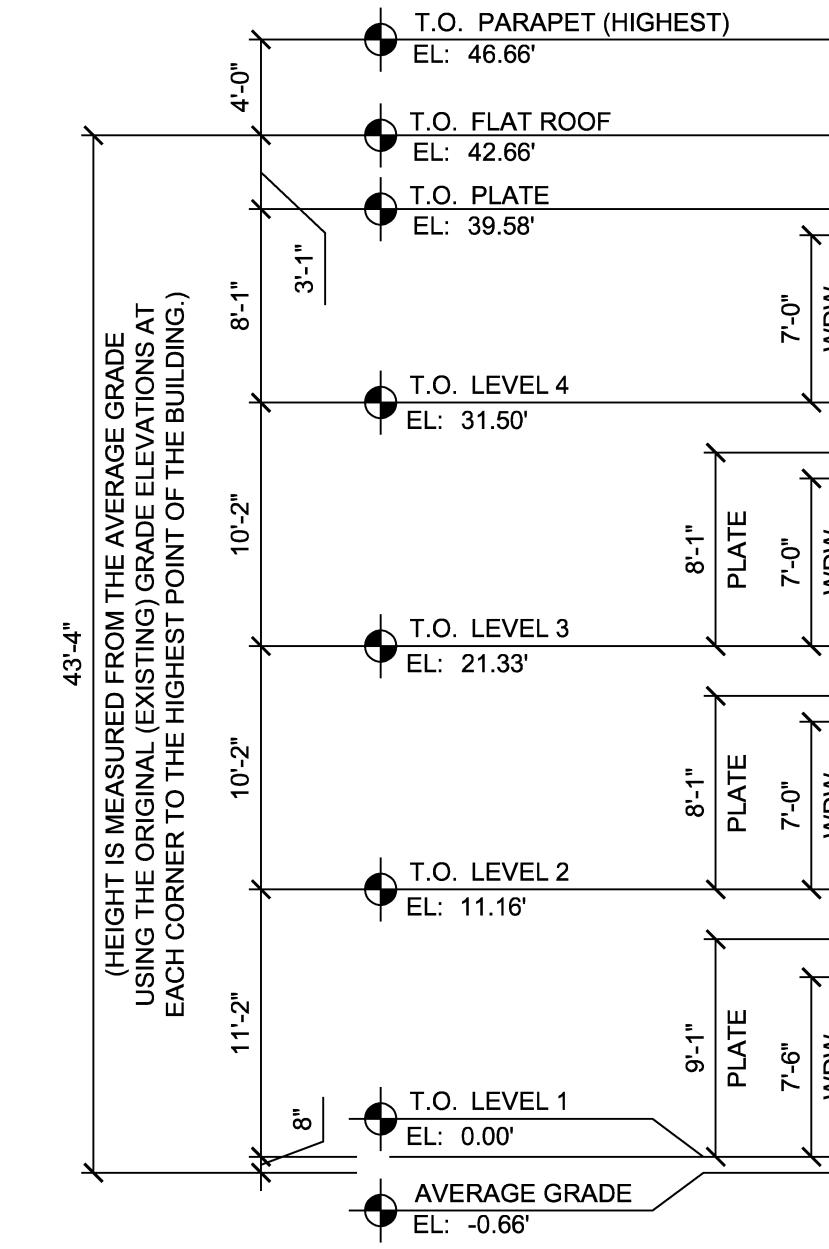
South Brunswick Senior Housing
Block 90.04, Lot 12.012 & 13.042
South Brunswick, NJ

Project Number: 25053
Client: Traditional Developers, LLC
Date: 2025.09.23

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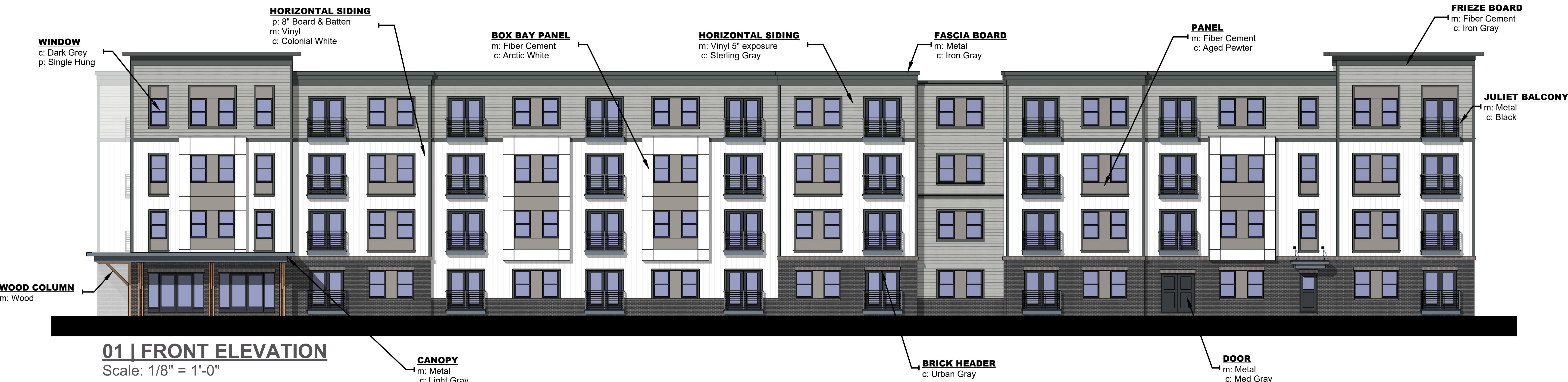
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02 | PARTIAL ELEVATION

Scale: 1/8" = 1'-0"
(DEMONSTRATING BLDG HEIGHT)



01 | FRONT ELEVATION

Scale: 1/8" = 1'-0"

0 8 16 32ft

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South Brunswick Senior Housing
Block 90.04, Lot 12.012 & 13.042
South Brunswick, NJ

A2

Project Number: 25053
Client: Traditional Developers, LLC
Date: 2025.09.23

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BUILDING INFO

BLDG AREA: 119,984 GSF
AMENITY AREA: 9,207 GSF

UNIT DISTRIBUTION

1-BED:	118
2-BED:	08
TOTAL:	126

1ST FLOOR	21 UNITS
2ND FLOOR	35 UNITS
3RD FLOOR	35 UNITS
4TH FLOOR	35 UNITS
TOTAL	126 UNITS

0 20 40 80ft

A3

FIRST FLOOR PLAN

Scale: 1" = 20'-0"

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South Brunswick Senior Housing

Block 90.04, Lot 12.012 & 13.042

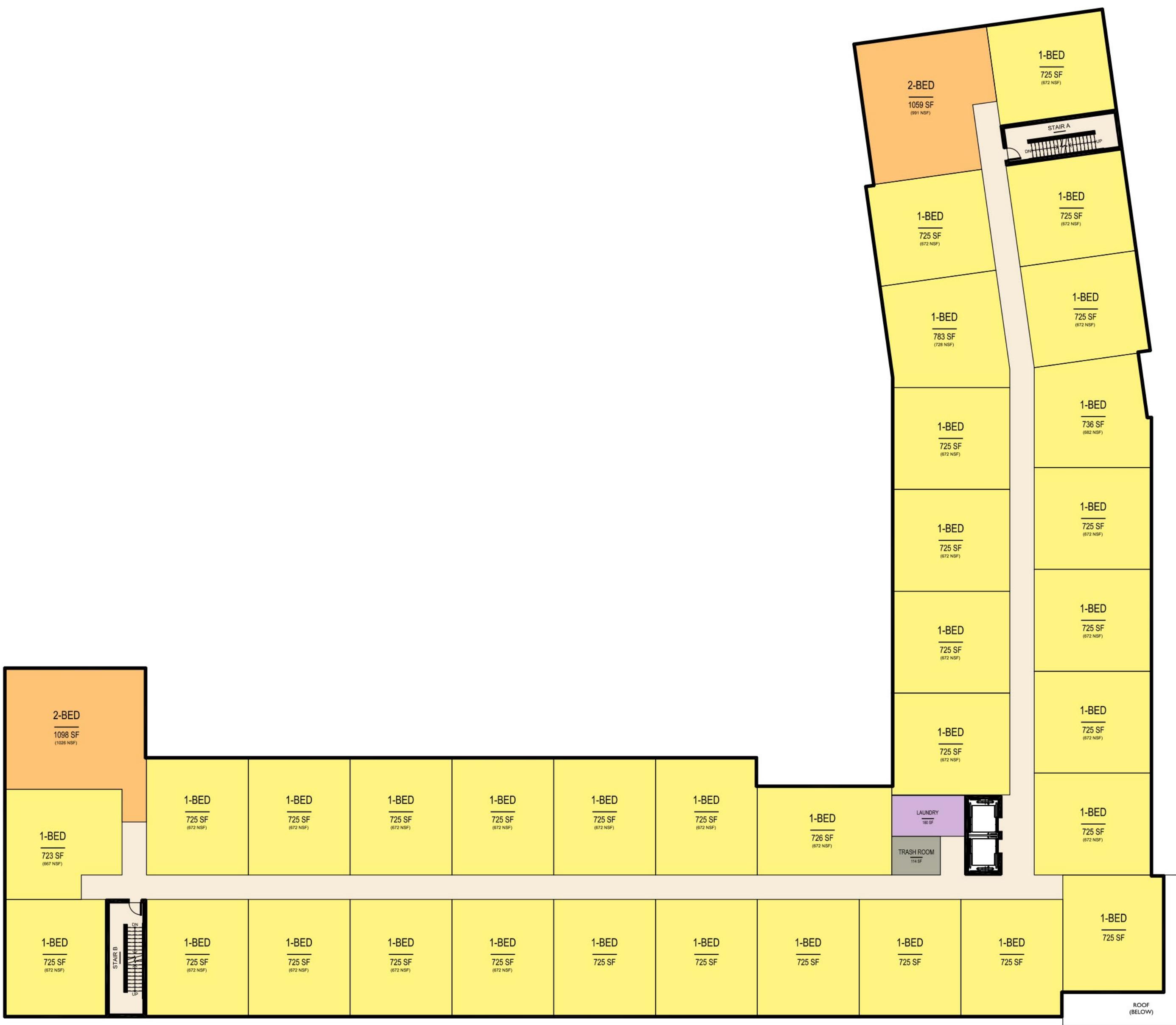
South Brunswick, NJ

Project Number: 25053
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SECOND THRU FOURTH FLOOR PLAN

Scale: 1" = 20'-0"



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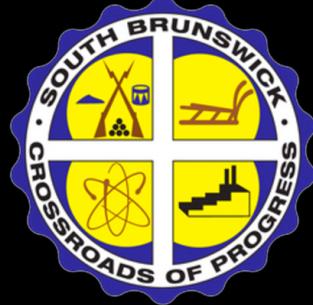
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South Brunswick Senior Housing
Block 90.04, Lot 12.012 & 13.042
South Brunswick, NJ

Project Number: 25053
Client: Traditional Developers, LLC
Date: 2025.09.23

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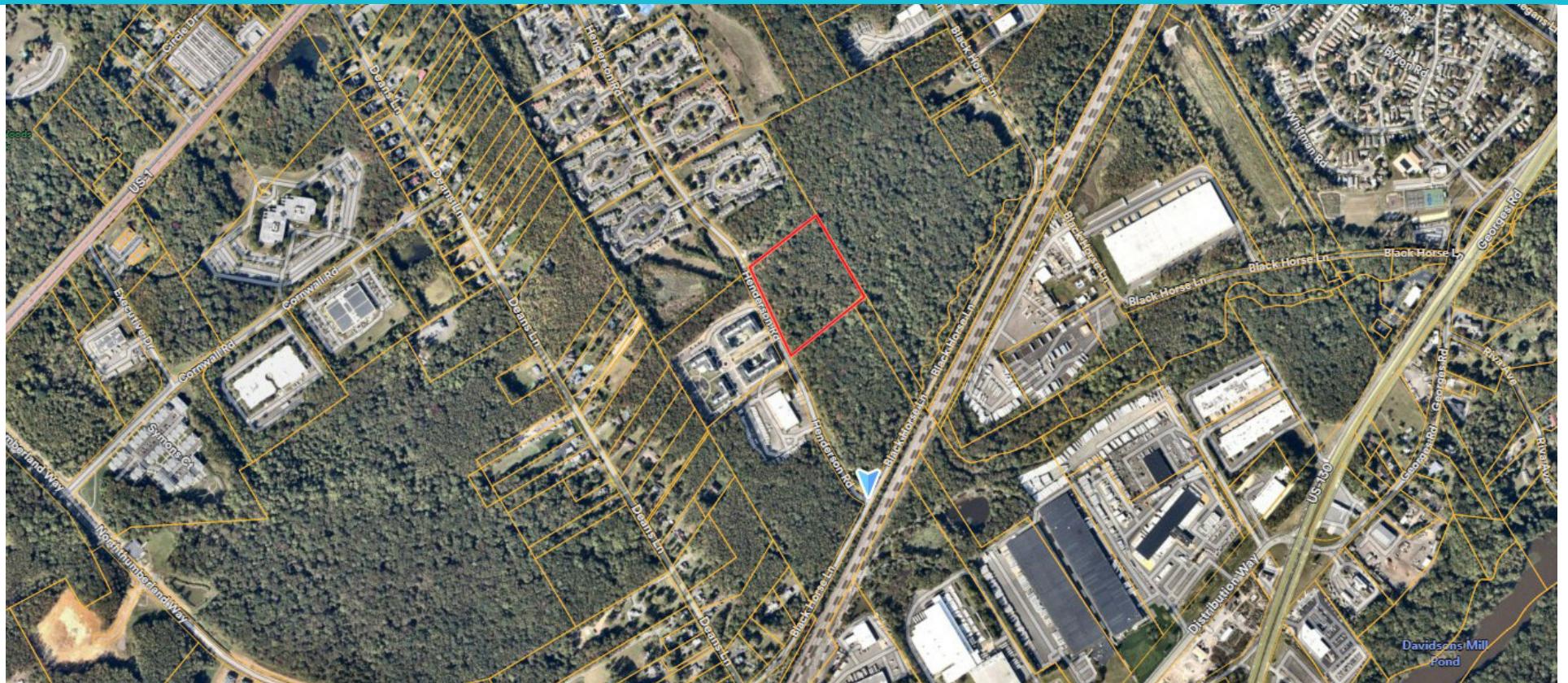
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The Township of
South Brunswick

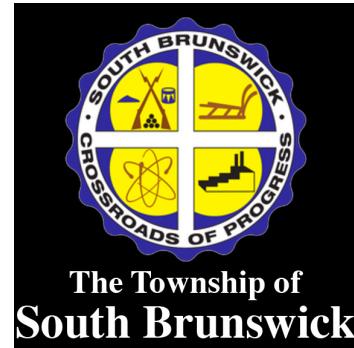
HENDERSON REDEVELOPMENT PLAN

TOWNSHIP OF SOUTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY



October 12, 2025

**HENDERSON ROAD REDEVELOPMENT PLAN
Block 90.04, Lot 12.012
Township of South Brunswick, New Jersey**



PREPARED BY:

Veena M. Sawant, AICP, PP
License No: 33L100632400

This original report is prepared in accordance with NJSA 45: 14A-12

October 12, 2025

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Borough Council

Councilman Ken Bierman
Councilwoman Patricia (Patty) Germain
Councilwoman Ann Grover
Councilwoman Jo Hochman

Bryan Bidlack, Township Manager
Barbara Nyitrai , Borough Clerk

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1.0 INTRODUCTION

On March 22, 2022, the South Brunswick Township Council, by Resolution 2022-133, designated the area of Black Horse Lane as a non-condemnation redevelopment area in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

This Plan entitled as the Henderson Road Redevelopment Plan (herein referred to as the “Plan Area”) provides for the redevelopment of a parcel identified as Block 90.04, Lot 12.012, located within the Black Horse Lane Redevelopment Area and is illustrated in the aerial map on page 2. The property, also known as Block 90.04, Lot 12.012, measures 7.95 acres of land and located close to the intersection of Black Horse Lane and Henderson Road.

The Black Horse Lane Redevelopment Area contains the following 39 parcels and still remains valid and in effect:

Block	Lot	Acres
90.03	13.041	16.52
90.04	5	5.09
90.04	7	6.61
90.04	8	5.51
90.04	9.01	2.11
90.04	10	3.93
90.04	11.01	38.44
90.04	12.012	7.95
90.04	33	1.01
90.04	36	0.93
90.04	37	1.96
90.04	38	3.03
90.04	39	3.24
90.04	45	0.93
90.04	46	2.82
90.04	47	1.02
90.04	48.01	0.97
90.04	51	0.99
90.04	52	1.03
90.04	55	1.7
90.04	56	1.94
90.04	57	1.00
90.04	58	1.91
91	7	5.19
91	9	2.19
91	13	19.07
91	14.01	7.20
91	14.02	7.17
91	14.04	10.91
92.02	12.11	0.7

The purpose of this Plan is to address and implement a component of the Township’s affordable housing obligation by creating a municipally sponsored, 100 percent affordable age-restricted development. The sub-district measures 7.95 acres of the parcel and is located in close proximity to the intersection of Black Horse Lane and Henderson Road. This 7.95-acre area is referred to as the ‘Affordable Housing III (AH-III) Zone’ and/or ‘Plan Area’ throughout this Plan. This Plan sets forth goals and objectives and provides land use regulations, design controls and implementation procedures for the orderly development of the AH-III Zone.

This is a non-condemnation plan. As a non-condemnation redevelopment zone, the municipality may not use the power of eminent domain to acquire any property within this Redevelopment Area.

MAP 01: HENDERSON REDEVELOPMENT AREA



2.0 DISTRICT OVERVIEW

2.1. BOUNDARY

The Black Horse Lane Redevelopment Area is located close to the intersection of Henderson Road and Black Horse Lane.

2.2. EXISTING ZONING

The subject property is located fully within the Township's R-2, Single-family/Cluster Zone. See Map 02 for zoning.

2.3. LAND USE

The subject property is currently vacant. The property is across the street from Henderson Square Apartments, which is a recently constructed development. An example of surrounding development includes South Brunswick Country Club, residential communities of varying densities, as well as smaller neighborhoods around the Plan Area that are currently vacant land and/or residential developments. The lands that surround the Plan Area are currently vacant and/or residential dwellings.

The area encompasses 7.95 acres of land of which significant portions of land are encumbered by wetlands and its transition area, flood hazard area and riparian buffers. See Map 03 and 04 for constraints and National Flood Hazard Layer (NFHL) Map on page 7 and 8, respectively.

2.4. CONNECTIVITY

The Plan Area is located less than half a mile from New Jersey State Highway Route 1 (NJSR Route 1). The Plan Area has direct access to Henderson Road. The site is located approximately 1.5 miles from the M1 bus stop along US Highway 130. The M1 bus service is Operated by Middlesex County Area Transit (MCAT) which connects to NJ Transit's New Brunswick train station.

MAP 02: ZONING MAP

OF SOUTH BRUNSWICK TOWNSHIP

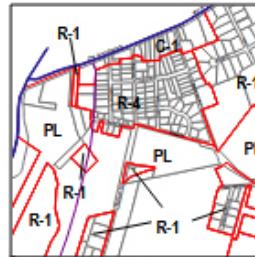
ZONING DISTRICTS

RR	Rural Residential
R-1	Single Family/Cluster
R-2	Single Family
R-2.1	Single Family/Cluster
R-3	Single Family/Cluster
R-4	Village Residential
RM-1.1	Low Density Mixed Residential
RM-1.2	Medium Density Mixed Residential
RM-1.4	Medium Density Residential
MF	Multiple Dwelling/Garden Apartment
MHP	Mobile Home Park
PRD-I	Planned Residential Development
PRD-II	Planned Residential Development
PRD-III	Planned Residential Development
PRD-IV	Planned Residential Development
PRD-V	Planned Residential Development
PRD-VI	Mixed Development
AH	Affordable Housing
AH-1	Affordable Housing Overlay Zone
R-C3	Single Family Cluster
PARC	Planned Residential Adult Community
ARRC	Age Restricted Residential Community
PRD-VII	Mixed Residential Development
PRD-VIII	Affordable Housing
Wilson Farm Redevelopment Zone	Wilson Farm Redevelopment Zone
C-1	Neighborhood Commercial
C-2	Professional Office/Local Services
C-3	General Office/Commercial Center
C-4	Industry
C-5	Commercial
C-6	Commercial
4085 U.S. Route 1 Redevelopment Plan Overlay Zone	4085 U.S. Route 1 Redevelopment Plan Overlay Zone
OC	Office Corporate
OP	Office Park
OR	Office Research/Conference
LI-1	Light Industrial
LI-2	Light Industrial/Office/Research
LI-3	Light Industrial
LI-4	Light Industrial/Commercial
I-1	General Industrial
I-2	Residential Industrial
I-3	Residential/Industrial
PL	Public Land

DELAWARE AND RARITAN CANAL STATE PARK REVIEW ZONE BOUNDARIES

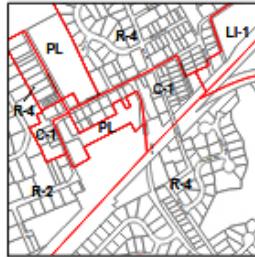
- Zone B Boundary
- Zone A Boundary

DETAIL A

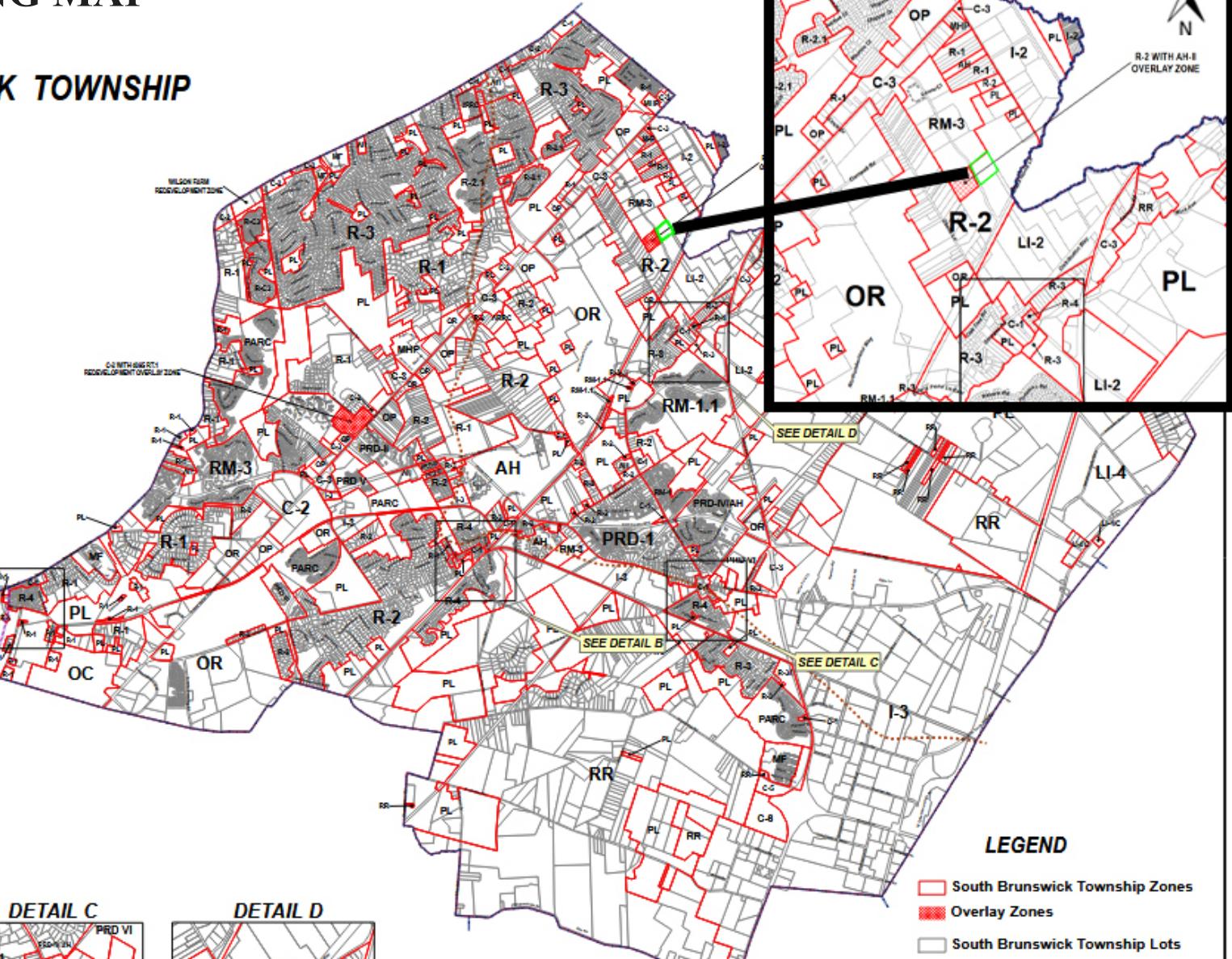


KINGSTON AREA

DETAIL B



MONMOUTH JUNCTION AREA

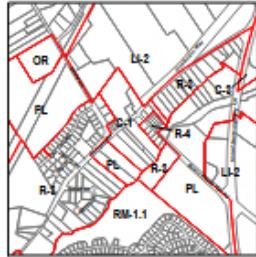


DETAIL C



DAYTON AREA

DETAIL D



DEANS AREA

LEGEND

- South Brunswick Township Zones
- Overlay Zones
- South Brunswick Township Lots
- South Brunswick Townline

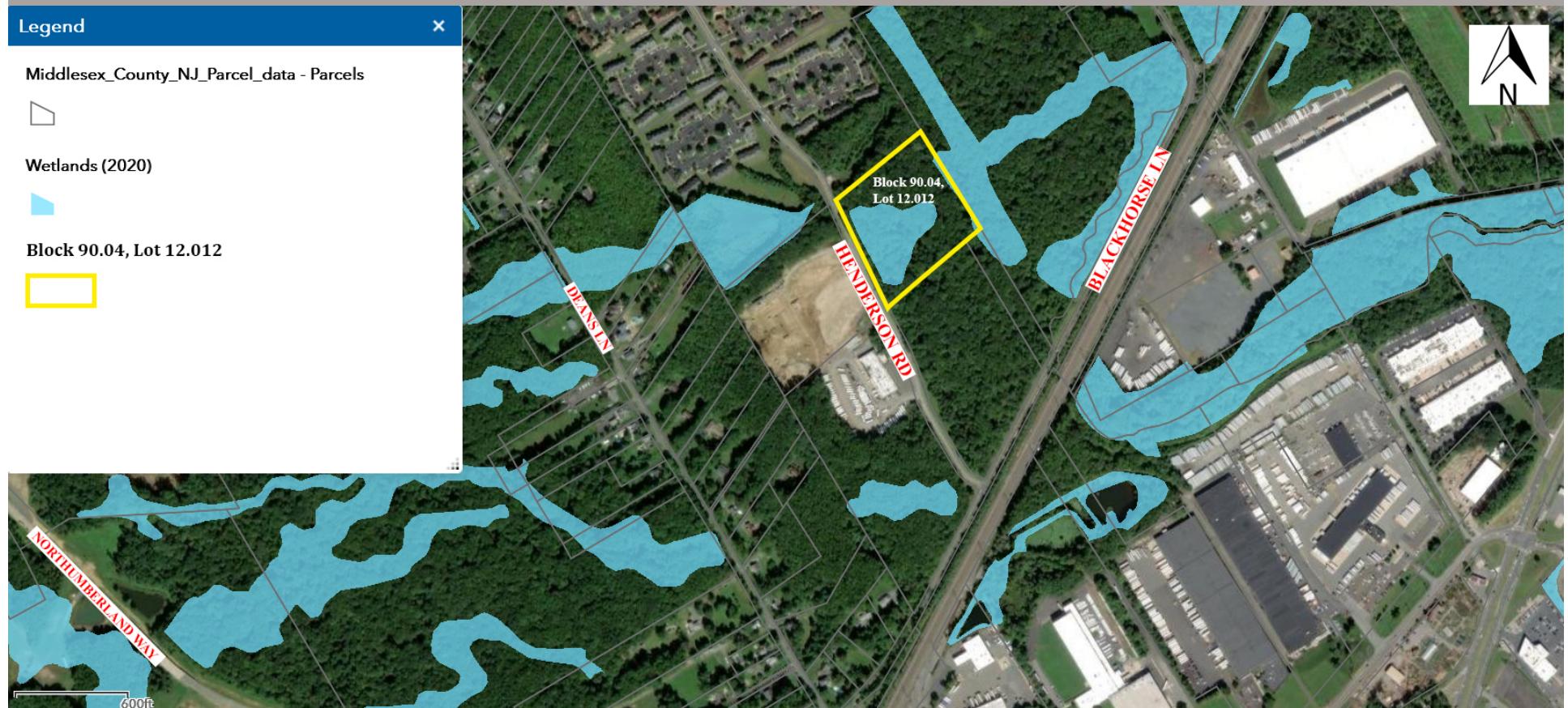
This map was prepared by South Brunswick Department of Planning using ESRI ArcGIS 10.1.1 Software.
The map shown here is for illustration purposes only and is not suitable for the specific decision making.

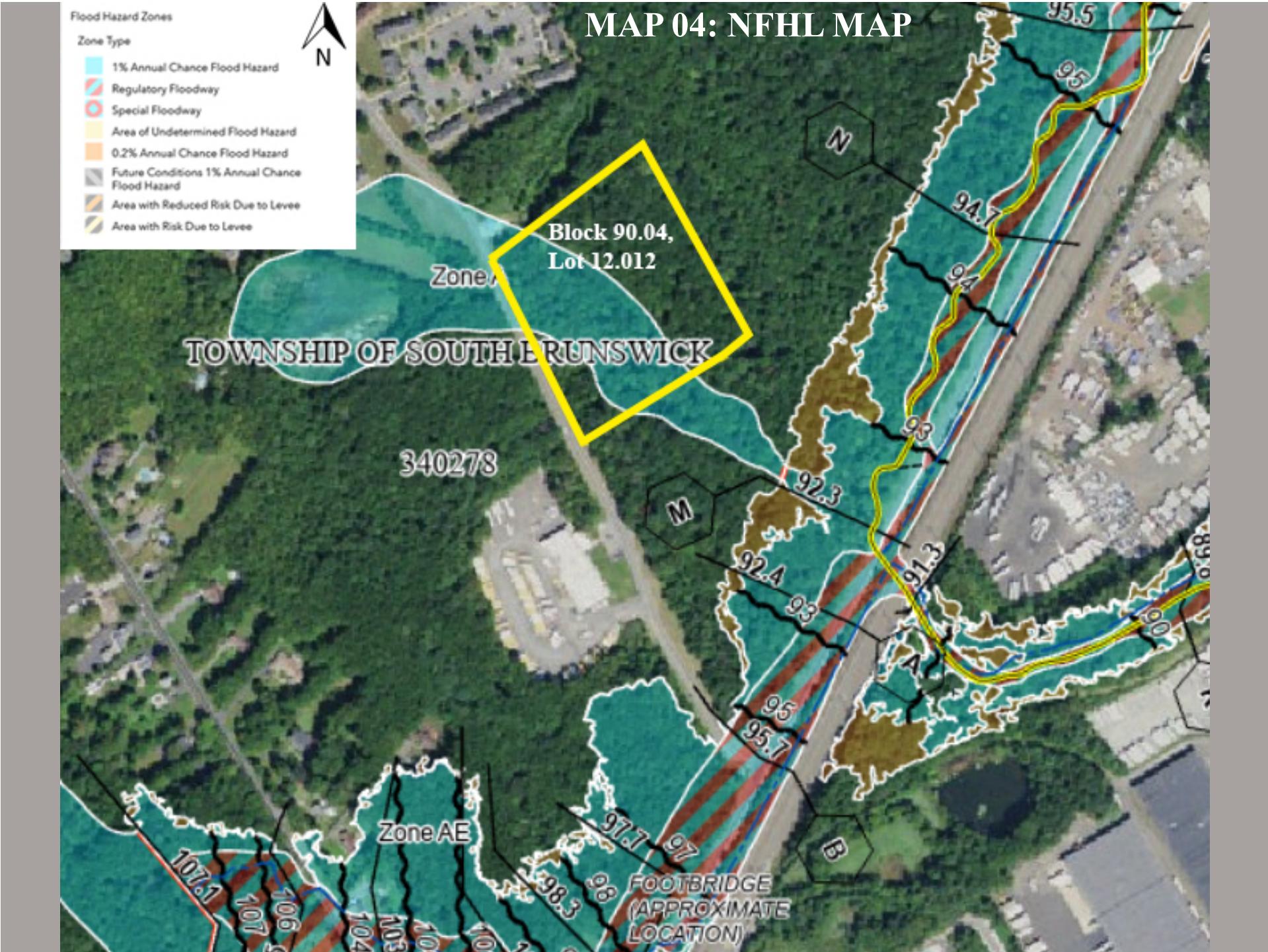
All positions are based on the following:
AHD 13 (Horizontal Datum)
AU State Plane Coordinate System
Current Through Ordinance 2021-0 Adopted 10/3/2021



**South Brunswick
Township**
Middlesex County, New Jersey

MAP 03: CONSTRAINTS MAP





3.0 THE REDEVELOPMENT PLAN

3.1. PURPOSE

The Plan Area creates a separate zone, referred to as the Affordable Housing III Zone (AH-III), comprised of 7.95 acres of the parcel, identified as Block 90.04, Lot 12.012. This Plan serves as a guide for the development and redevelopment within the AH-III Sub-district. Significant portion of the site is encumbered with environmental constraints and will be preserved. See constraints map on page XX.

The Plan Amendment is based on leveraging the area assets to create a successful municipally sponsored, 100% affordable age-restricted rental housing option that will set a precedent for smart growth development.

The AH-III zone is located less than 1.5 miles from the MCAT bus stop and is easily accessed by road via US Highway 1 and Route 130. The zone is located within the sewer service area and has water and sanitary sewer available within the Henderson Road right-of-way. The site will be serviced by public sewer and water. Overall, the zone meets the site suitability criteria for affordable housing as set forth in N.J.A.C. 5:97-3.13. by the New Jersey Council on Affordable Housing (COAH). The Plan's main goals are consistent with the State Development and Redevelopment Plan (SDRP) and adhere to the general goals and objectives of the various Elements of the Township's Master Plan, especially the Housing Element and Fair Share Plan.

This Plan sets forth a framework for design standards and statutory guidelines that will enhance and improve the subject property. The zoning and design standards in this plan shall create an overlay to the Township's current zoning and be consistent with the Land Development Ordinance, procedures, site plan review regulations and zoning ordinance where applicable.

3.2. GOALS OF THE PLAN

1. To provide for housing options and quality affordable housing households with low and moderate income, military veterans,

disabled households and elderly.

2. To achieve sustainable economic redevelopment of the property, while minimizing creating a site for realistic development of affordable housing for the Township.

3. To develop vacant parcels and make the property more productive.

3.3. OBJECTIVES OF THE PLAN

1. Provide age-restricted rental dwellings that will be affordable to people in need.

2. Provide an economic development strategy for improvement of the property for residential purposes while minimizing the impact of the development on the Township's public resources.

3. Provide adequate open space and recreational amenities.

4. Provide adequate off-street parking and public utilities; and,

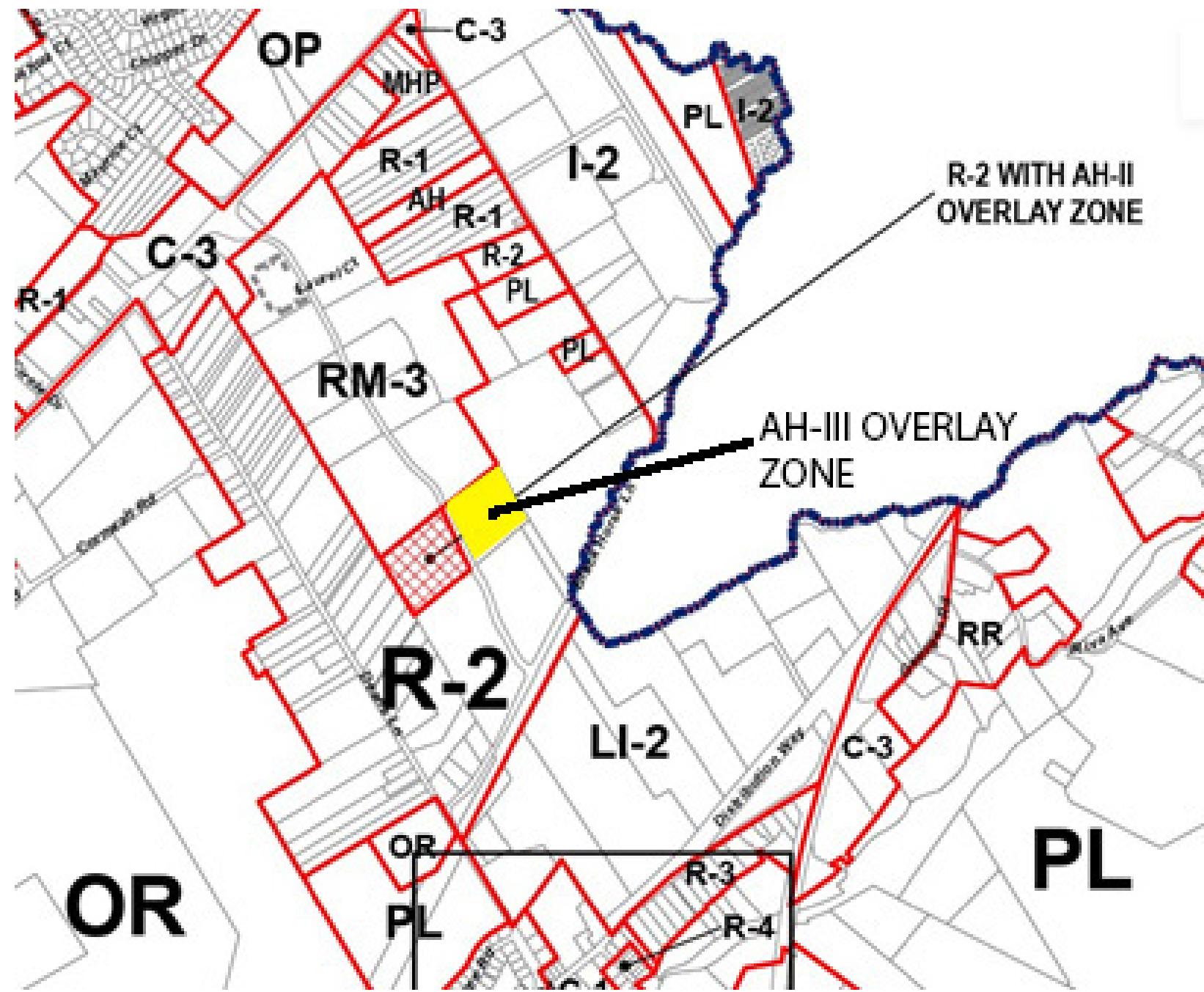
5. Create land use and design standards that will guide and encourage quality residential development.

6. Preserve environmentally sensitive lands.

3.4. PROPOSED LAND USE PLAN

Bulk requirements and design criteria specific to the Affordable Housing III (AH-III) zone shall be as indicated below. The AH-III map is on page 10. These requirements shall remain an overlay. The underlying zone shall remain R-2. Any design criteria not specifically discussed herein shall be governed by the Land Development Ordinance and the Residential Site Improvement Standards as applicable:

MAP 05: AFFORDABLE HOUSING III ZONE MAP



[1] PERMITTED USES

The use permitted in the AH-III zone shall be multifamily, for-rent residential use containing 1-bedroom and 2-bedroom, affordable to very-low-income, low-income and moderate-income age-restricted households, in accordance with state standards, including the Uniform Housing Affordability Control (hereinafter "UHAC").

[2] ACCESSORY USES

A storage building, community room, library, fitness and/or other such recreational facilities associated with the residential uses, parking, and other uses are permitted as accessory uses provided these uses are customarily incidental to the principal use.

[3] PERMITTED DENSITY

The maximum residential density shall not exceed 16 dwelling units per gross acre, including wetlands and open space.

[4] BULK REQUIREMENTS

The AH-III zone shall comply with the following Area, Setback, Height and Yard requirements:

Table 2: Bulk Standards	
Regulation	Required
Minimum lot area	7 acres
Minimum lot width	650 feet
Minimum lot depth	550 feet
Setbacks	
Minimum front yard setback	200 feet
Minimum side yard setback	50 feet
Minimum combined side yard setback	100 feet
Minimum rear yard setback	75 feet
Minimum lot coverage	0.25
Density	16 du/gross acre
Maximum building coverage	0.085
Maximum building height	50 feet
Maximum number of stories	4

[5] REQUIRED CONDITIONS

a. General

1. There should be no more than one principal building. Permitted accessory uses must be located within the building footprint, except for a building used for storage of lawn and landscape equipment.
2. A separate accessory building shall not exceed five (5) percent of the building coverage.
3. There shall be a mix of bedroom types within the residential buildings based on UHAC regulations for age restricted units.

b. Parking

1. Parking spaces shall be provided at 1.1 space per dwelling unit.
2. Off-street parking requirements shall comply with Section 62-1058 of the zoning ordinance.
3. Off-street parking areas shall be located within the rear and side yard and may not be located within the required front yard setback.
4. No off-street parking area shall be located closer than five (5) feet to any rear and side lot line.
5. A sight triangle easement or deed restriction shall be provided at each location where a site entrance or parking lot driveway intersects with a road right-of-way (R.O.W.).
6. The off-street parking area shall be effectively screened on every side by a fence or landscaping, including a landscaped berm when the property abuts a developable portion of the neighboring property. Where a parking area abuts an area with environmental constraints, this requirement may be waived.
7. There shall be bollards or landscaped planters in front of handicapped accessible parking stalls that directly abut a sidewalk.

c. Signage

Signage requirements shall comply with Section 62-1059 of the zoning ordinance.

d. Refuse Area

Outdoor storage and trash enclosures shall be permitted

in any of the yards except for the front yard. Such areas shall be screened by landscaping and a six-foot high wall or wood fence. The wall shall be made of materials the same as, or substantially consistent in appearance with, the rear facade of the building.

[6] DESIGN STANDARDS

a. Landscaping and buffer

1. A landscape strip at least 10 feet in depth shall be located between the parking lot and adjacent property or the abutting road R.O.W. and shall be planted with shrubs and/or trees to obscure view of the parking lot.
2. All areas not occupied by buildings, pavement, sidewalk or other non-permeable surface materials shall be landscaped or maintained in a natural/wooded state.

b. Architecture



- architectural variety within an overall framework of design continuity.
3. Side and rear yard elevations should receive architectural treatment comparable to the front facades.

4. The use of the front facades of the buildings shall be oriented as reasonably as possible to be parallel to adjoining roads and streets.

c. Material and texture

1. Design emphasis shall be placed on primary building materials and details such as varied texture and material around the primary entrances; use of columns and framing should be utilized to reinforce versatility.

2. A variety of materials may be appropriate and utilized for age-



restricted residential buildings. Stone or brick masonry, which looks well at the base of the building, should be used halfway through the first floor to break up the height of the building. This can vary in size, color, and texture, and enable the provision of a decorative pattern or band.

d. Lighting

- 1) All parking areas shall be adequately lighted to ensure safe movement of people and vehicles in parking lots and access driveways as approved by the Township Planning



Board. No lights shall be higher than 18 feet.

- 2) Site lighting shall comply with Township's Ordinance.

e. Street furniture

- 1) Benches, trash receptacles and planters should be provided in common sitting areas.
- 2) Bicycle racks should be provided on the property.



f. Sidewalks

- 1) Sidewalks, which are at least five (5) feet wide, shall be integrated connecting all parking areas throughout the site.

- 2) Sidewalks, which are at least five (5) feet wide, shall be provided along the frontage of the site.

- g. Crosswalks. Crosswalks should be provided where necessary within the site for pedestrian safety.



4.0 COMMUNITY FACILITIES

4.1 TRAFFIC AND PUBLIC TRANSPORTATION

The neighborhood is served by New Jersey Transit Bus No. 138 with stops in Spotswood, Monroe, Old Bridge, East Brunswick. The nearest bus stop to the subject property is about 0.37 miles away and located at the intersection of Henderson Road and Texas Road.

Public Utilities

The site is served by public water and sewer, electric, telephone and gas utilities.

Community Facilities and other public improvements

Based on this Redevelopment Plan, the zone will require the necessary on-site recreational amenities, and so no community facilities will be affected by the plan.

The zone is located close to the intersection of Henderson Road and Black Horse Lane, which is an improved street. The existing water system is an improved street. Sanitary sewer and water are available within the area.

Any public street improvements required are anticipated to be routine improvements associated with site plan approval for development of the site.

4.2 EVALUATION OF SITES FOR AFFORDABLE HOUSING PRODUCTION

Pursuant to N.J.A.C. 5:97-3.13, all sites considered for the production of affordable housing shall be evaluated by determining whether the sites were available, approvable, developable and suitable. The New Jersey Council on Affordable Housing (COAH) site suitability criteria, which is provided below, was applied to the evaluation of the sub-district/plan area before being included in the Housing Element and Fair Share Plan (HEFSP).

The site suitability criteria are as follows: Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

- (a) The site has a clear title and is free of encumbrances which preclude development of affordable housing;
- (b) The site is adjacent to compatible land uses and has access to appropriate streets;
- (c) Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and
- (d) The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

The site meets all the above criteria. The parcel within the AH-III zone has clear title and is free of encumbrances which preclude development of affordable housing.

The property will be acquired by the Township of South Brunswick for the creation of a municipally sponsored, 100% affordable housing development. The site is adjacent to compatible land uses and has access to appropriate streets. Adequate sewer and water capacity is available, and the site is located in a sewer service area. The site can be developed in accordance with R.S.I.S.

4.3 COMPATIBILITY WITH STATE AND LOCAL PLAN

The New Jersey State Development and Redevelopment Plan

The State Planning Commission adopted the State Development and Redevelopment Plan (SDRP) on March 1, 2001. The SDRP is the State's Strategic Plan intended to undergo a periodic crossroads acceptance process with municipalities. The SDRP's goal is to create the most effective and efficient places where effective and efficient places have been identified. The SDRP is intended to provide additional local

conditions and zoning. The State Planning Commission has a State Strategic Plan for accordance with the November 2004 COAH Adopted State Fair Share Plan, as part of the process.

The SDRP contains a number of goals and objectives regarding the future development and redevelopment of New Jersey. The primary objective of the SDRP is to guide development to areas where infrastructure is available. The overall goal of the SDRP as stated in the SDRP shall be "to encourage development in areas that have appropriate infrastructure, and guide development away from areas that should be prevented, including the Black Horse Lane Redevelopment Area."

According to the SDRP, the entire Redevelopment Area falls within the State Planning Area 2: Suburban Planning Area 2. See Map on Page 15.

According to the SDRP, some of the goals for the Metropolitan Planning Area and Suburban Planning Area 2 are "to provide adequate housing at a reasonable cost through public/private partnerships that create and maintain a broad choice of attractive, affordable, ecologically designed housing, particularly for those most in need and to conserve the state's natural resources and systems as capital assets of the public by promoting ecologically sound development and redevelopment in the Metropolitan and Suburban Planning Areas." This Plan is consistent with the State Plan.

County Master Plan

The Plan has no direct impact on a county route; and so, Middlesex County Planning Board approval will not be required.

Master Plan

In 2023, the South Brunswick Township Planning Board prepared the last comprehensive Master Plan, which was re-examined in 2007, 2013, 2014, and 2018. One of the long-term goals of the Township's Master Plan has been to "Provide for a variety of housing choices through the implementation of South Brunswick's affordable housing obligation." The Henderson Road Redevelopment Plan is consistent with this goal

MAP 05: PLANNING AREA MAP

