



2019

Amendment to the Amended Third Round Housing Element & Fair Share Plan

August 7, 2019

ENDORSED: _____, 2019

South Brunswick Township, Middlesex County, New Jersey

Prepared by:

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608



Amendment to the Amended Housing Element & Fair Share Plan

South Brunswick Township, Middlesex County, New Jersey

Endorsed by the Township Council on [DATE].

Prepared for South Brunswick Township by
Clarke Caton Hintz:



Mary Beth Lonergan, PP, AICP | PP License # 4288



Austin Maitland, AICP Candidate

A signed and sealed version is available at the municipal building.



MAYOR & TOWNSHIP COUNCIL

Hon. Charles Carley, Mayor
Joseph J. Camarota, Jr., Deputy Mayor
Kenneth Bierman
Archana Grover
Josephine Hochman

Bernard P. Hvozdovic, Jr., Township Manager
Donald J. Sears, Esq., Director of Law
Barbara Nyitrai, Township Clerk
Bryan Bidlack, Director of Planning, Zoning and Engineering
Denise Brown, Affordable Housing Administrative Agent/Municipal Housing Liaison



TABLE OF CONTENTS

Executive Summary I
South Brunswick’s Affordable Housing Plan I
Affordable Housing Administration and Affirmative Marketing I2
Affordable Housing Trust Fund I2

APPENDICES TO THE HOUSING ELEMENT & FAIR SHARE PLAN

1. Updated Third Round Affordable Housing Trust Fund Spending Plan
2. Resolution Authorizing Wilson Farm Redevelopment Agreement, Executed Redevelopment Agreement
3. Wilson Farm Redevelopment Timeline
4. RPM Inclusionary Zoning Ordinances
5. Dungarvin Group Home Deed
6. Updated Affordable Housing Ordinance



EXECUTIVE SUMMARY

This Amendment to the endorsed March 2019 Amended Third Round Housing Element and Fair Share Plan (“HE/FSP”) has been prepared for the Township of South Brunswick (“Township” or “South Brunswick”), Middlesex County in response to The Honorable Michael V. Cresitello, Jr., J.S.C.’s May 10, 2019 Order and Special Master Christine Cofone’s July 12, 2019 master’s report offering a preliminary review of the Township’s March 2019 HE/FSP.

Judge Cresitello’s order allowed the builder’s remedy plaintiffs/intervenors to submit written responses to the Plan no later than May 31, 2019, required the special master’s report by July 12, 2019 and required the Township to submit replies and any necessary revisions to the Amended HE/FSP to the Court, Special Master and the plaintiffs/intervenors no later than August 7, 2019. This document is an amendment to the Amended Third Round HE/FSP that was endorsed by the Township Council in March 2019. This amendment to the amended Plan will serve as the foundation for the Township’s submission to Judge Cresitello in light of the upcoming compliance hearing on September 23, 2019. The following sections supplement the corresponding sections in the March 2019 HE/FSP.

SOUTH BRUNSWICK’S AFFORDABLE HOUSING PLAN

Satisfaction of the Rehabilitation Obligation

In her July 2019 master’s report, Special Master Cofone recommended that the Township increase its anticipated rehabilitation expenditure from \$10,000 per unit to \$17,000 per unit based on the average cost of completed rehabilitations. The Township will increase the projected per unit rehabilitation cost from \$10,000 to \$17,000 and anticipates that the remaining 14 rehabilitation units will cost \$238,000 (14 units x \$17,000/unit). The updated Spending Plan reflects this increase in anticipated cost (see Appendix 1).



Revised Table 28: South Brunswick's Third Round Plan: Third Round = 1,417 <u>Court Plan</u>	Units	Rental Bonuses	Total
Inclusionary Developments – Builder Remedy Intervenor (Court ranked six (6) initial Plaintiffs in 2016, remaining four (4) Plaintiffs currently unranked.) One approved settlement. Affordable housing set-aside percent provided/master recommended.			
Windsor #1, family affordable rentals (20%)	17	cap	17
Princeton Orchards #2, Court-approved settlement - family affordable rentals (25%)	46	46	92
SBC #3, 360 total affordable units: 336 family affordable rentals and 24 senior affordable rentals (20%)	336 24	309, cap -	669
Stanton Gir. #4, family affordable rentals (20%)	36	cap	36
American Prop #5, family affordable units (20%)	75	-	75
Avalon #6 – family affordable units (20%)	31	cap	31
TG Acquisitions – family affordable rentals (25%)	37	cap	37
KHov/Bellemead – family affordable units (23%)	30	cap	30
PPF (Matrix) – family affordable units (30%)	102	-	102
Toll – family affordable units (13%)	11	-	11
Subtotal	745	355	1,100
Inclusionary Developments			
Wilson Farm – senior affordable rentals	127	cap	127
Harbor assisted living – senior affordable rentals (under construction)	15	-	15
Extensions of Controls – Completed by Township			
Regal Point, Monmouth Walk and Nassau Square (after 2015) – family sales	97	-	97
Group Homes (Wheeler Road, Major Road and Dungarvin)- special needs	10	-	10
Market-to-Affordable (COAH-approved program)			
REACH – family/senior affordable sales	5	-	5
Municipally-Sponsored Affordable Housing			
RPM Mixed-Income (including 63 family affordable rentals)	63	cap	63
TOTAL	1,062	355	1,417



INCLUSIONARY DEVELOPMENTS

Stanton Girard

In her July 2019 master's report, Special Master Cofone supported Stanton Girard's request to reduce the affordable housing set-aside on the site to a 15% affordable housing set-aside rather than a 20% affordable housing set-aside because the unit count on the American Properties site has increased. The Township maintains that the developer should provide a 20% affordable housing set-aside as previously required by the special master in her 2016 report. In addition, the Township continues to find that the Stanton Girard property cannot reasonably sustain more than 180 units based on the site planning concerns raised in the March 2019 Plan.

American Properties

On March 13, 2019, American Properties at South Brunswick, LLC ("American Properties") filed a motion to change sites from the 46-acre parcel composed of Block 90.04, Lots 8, 9.01 and 11.01 along Blackhorse Lane ("Blackhorse property") to a 64-acre parcel composed of Block 79, Lots 1.06, 11, and 12 along Schalks Crossing Road ("Schalks Crossing Road property", see map). In a March 2019 letter to the Court, Special Master Cofone found the Schalks Crossing Road property to be compliant with COAH's site suitability criteria and supported the inclusion of the site with a total of 373 units and a 20% set-aside resulting in 75 affordable units. The Court granted American Properties' motion on April 22, 2019.

American Properties initially filed a Builder's Remedy lawsuit for an inclusionary housing project that would have contained 90 townhouse units, including 18 affordable housing units (equaling a 20% set-aside) at a different property (Block 90.04, Lots 8, 9.01, and 11.01) along Blackhorse Lane in the northern area of the Township. However, American Properties later indicated that the purchase contract for the Blackhorse Lane property fell through and that American Properties would instead purchase and develop the Schalks Crossing Road property. American Properties' will develop the Schalks Crossing Road property with 373 units of single-family homes, townhouses, villas, and flats including 75 affordable units (equaling a 20% set-aside).

As stated in *N.J.A.C. 5:93-5*, affordable housing sites shall be available, approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low and moderate income housing. Pursuant to her March 18, 2019 letter to the Court, the Special Master found "that the Proposed [American Properties] Site is 'available, approvable, developable, and suitable' for the proposed inclusionary development." In addition to the Master's recommendation, the Township performed a site suitability analysis:

American Properties Block 79, Lots 1.06, 11 & 12

LOCATION:
South Brunswick, Middlesex County, NJ

DATE:
July 2019

Legend

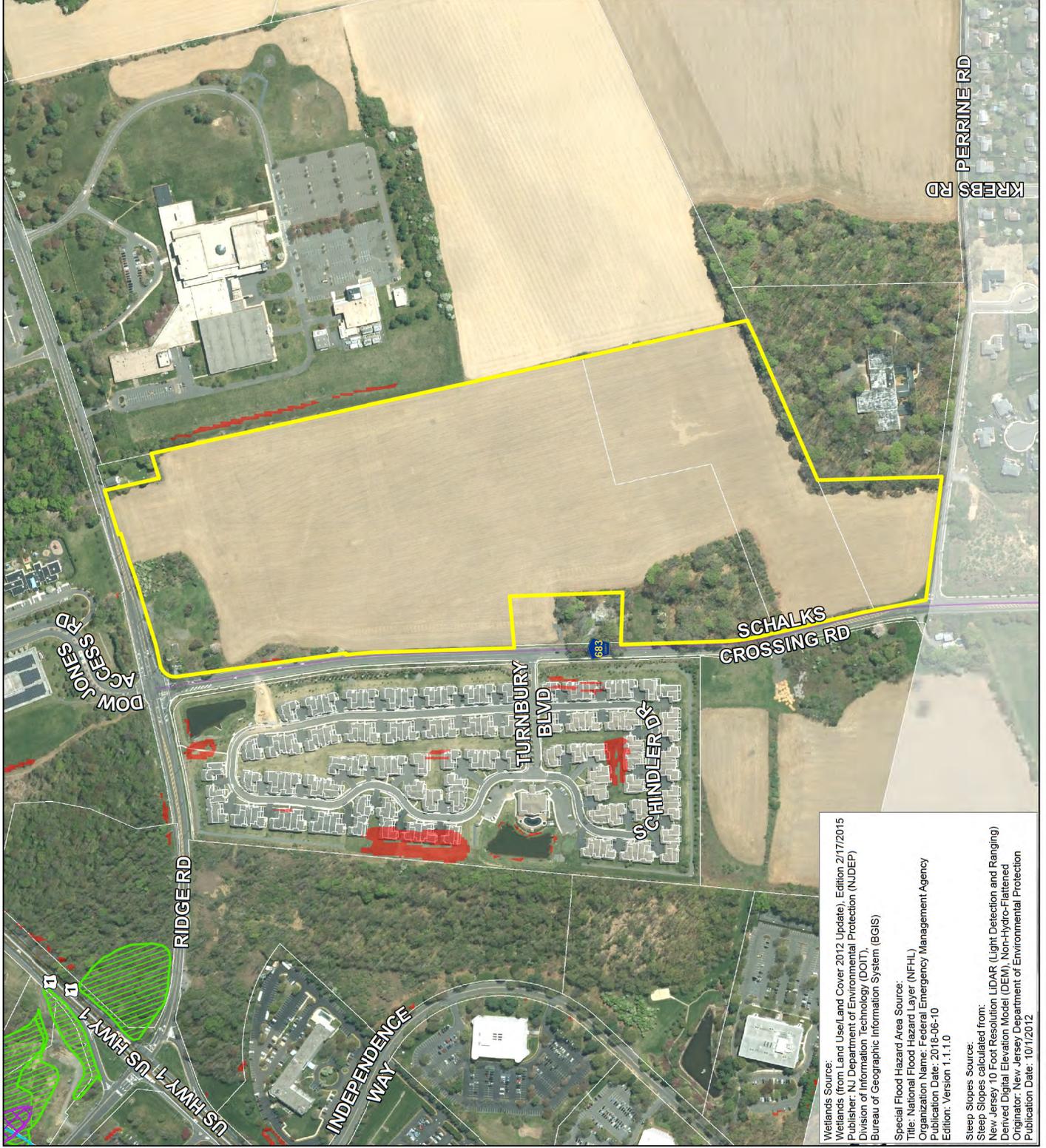
-  Site
-  Wetlands
-  Streams

Slopes

 15 Percent and above

FEMA Flood Zone

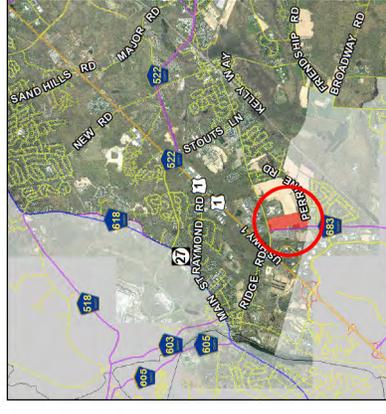
 1% Annual Chance of Flood Hazard



Wetlands Source:
Wetlands (from Land Use/Land Cover 2012 Update), Edition 2/17/2015
Publisher: NJ Department of Environmental Protection (NJDEP)
Division of Information Technology (DOIT)
Bureau of Geographic Information System (BGIS)

Special Flood Hazard Area Source:
Title: National Flood Hazard Layer (NFHL)
Organization Name: Federal Emergency Management Agency
Publication Date: 2016-06-10
Edition: Version 1.1.1.0

Steep Slopes Source:
Steep Slopes Included from:
New Jersey 10 Foot Resolution LIDAR (Light Detection and Ranging)
Derived Digital Elevation Model (DEM); Non-Hydro-Flattened
Originator: New Jersey Department of Environmental Protection
Publication Date: 10/17/2012



KEY MAP



Clarke Caton Hintz

Architecture
Planning
Landscape Architecture



- Site Availability – The Builder Plaintiff must show that the site has a clear title and no legal encumbrances which would preclude its development as an affordable housing project. The site is owned by the developer and the developer represents that the site has clear title and is thus available for the production of affordable housing.
- Site Suitability – The site has approximately 2,500 feet of frontage along Schalks Crossing Road, 750 feet of frontage along Ridge Road, and 450 feet of frontage along Perrine Road. However, per the basic concept plan submitted as part of the developer’s planner’s site suitability report, the developer is proposing access from only Ridge Road and Schalks Crossing Road. The property is largely cleared and actively farmed except for a small portion of the southwest corner of lot 1.06 which is densely vegetated. There is an abandoned single-family home and two (2) accessory structures in the northeast corner of the site. The site is surrounded by an office complex to the northeast, vacant land to the southeast, a residential subdivision and place of worship to the south, The Pointe residential development to the west, and an office park to the north.

The site is located within the State Development and Redevelopment Plan (“SDRP”) Planning Area 2 (PA 2) Suburban planning area. Pursuant to *N.J.A.C. 5:93-5.4(a)*, COAH shall encourage inclusionary development within centers in Planning Areas 1 and 2. While the subject property is located within PA 2, the SDRP indicates single-use development should “follow Center-like design principals, such as pedestrian scale, interconnected street systems, and absence of physical barriers between uses and destinations” (SDRP, page 197)

Any wetlands disturbances shall require approval from the NJDEP. A review of the Federal Emergency Management Agency’s (“FEMA”) National Flood Hazard Layer, published in June, 2018, indicates that the site is not located within a flood hazard area.

A review of NJDEP’s NJ-GeoWeb mapping indicates the site is not on the “Known Contaminated Sites” list, does not contain a Deed Notice, nor a groundwater contamination area (CKE or CEA). The site is located within the Middlesex County Utility Authority’s sewer service area identified in the Lower Raritan/Middlesex County Water Quality Management Plan and the South Brunswick Water Department water purveyor area. According to Tim Lesko, Water Department Supervisor for South Brunswick, there is adequate water capacity to accommodate the 373-unit development. According to Wayne Simpson, the Township’s Sewer Engineer, the new American Properties site will discharge its sewage into the Township’s Ridge Road Interceptor. The additional flow will not cause the dry weather flows to exceed 80% of the interceptor’s capacity. However, there have been overflows reported along the interceptor during wet weather events and this additional flow will exacerbate that problem. The Township is requiring all proposed developments to eliminate



extraneous flows from the sewer lines in an amount equal to the proposed contributed flow. This requires an investigation to locate sources of infiltration or inflow and then corrective work to eliminate those flows from the system. Although the NJDEP Wetlands layer does not indicate any wetlands, the applicant must submit a Letter of Interpretation (“LOI”) from NJDEP confirming that no wetlands exist on the site. Pending a wetlands LOI, it appears that the site can be developed consistent with RSIS and all other state regulations such as those of the NJDEP.

- Accessibility – All affordable units at the site must comply with the Barrier Free Subcode at *N.J.A.C. 5:23-7*.
- Administrative Entity – American Properties will be required to hire an experienced affordable housing administrative agent to administer the units in accordance with the Uniform Housing Affordability Controls (“UHAC”) (exception noted below) including affirmative marketing, at least 30-year controls on affordability and bedroom distribution.
- Controls on Affordability – The Township will require at least 30-year affordability control deed restrictions on the units in accordance with *N.J.A.C. 5:93 et seq.* and UHAC.
- Very Low/Low/Moderate-Income Split – Income distribution must follow UHAC, except that the statutory requirement for 13% of the affordable units to be affordable to very low-income households at 30% of the regional median income replaces the UHAC requirement for 10% of the affordable units at 35% of regional median income.

The Township’s Third Round crediting chart has been revised to reflect the change in site and the change in affordable housing yield to 75 affordable units.

AvalonBay

In her July 2019 master’s report, Special Master Cofone supported AvalonBay’s intent to change the proposed building type from apartments to townhouses and condominiums. This change reduces the affordable housing yield from 42 to 31 affordable family units, representing a 20% affordable housing set-aside of the total 153 housing units. Pursuant to Special Master Cofone’s report and Judge Wolfson’s October 21, 2016 order, the developer is responsible for providing the proposed zoning regulations that would allow this development to be approved as-of-right. The Township’s Third Round crediting chart has been updated to reflect the decrease in proposed affordable family units.

TG Acquisitions



In her July 2019 master's report, Special Master Cofone supported TG Acquisitions' intent to develop 145 total units with an affordable housing set-aside of 25% resulting in 37 affordable family rental units. The Township's Third Round crediting chart has been updated to reflect the increase in total units and total affordable units.

K. Hovnanian (Bellemead)

In her June 2019 letter to the Court and her July 2019 master's report, Special Master Cofone reviewed the suitability of the K. Hovnanian site and found that the site "is 'available, approvable, developable, and suitable' for the proposed inclusionary development."

The Township has reviewed K. Hovnanian's proposed inclusionary zoning ordinance and requested revisions. Although K. Hovnanian has made numerous revisions to the site plan and proposed zoning ordinance, there remain a few issues to be resolved either prior to or at a future site plan hearing before a court hearing officer.

Toll Brothers

The special master has no objections to the inclusion of the Toll site which would produce 11 affordable housing units. However, the master concludes by stating that it is her understanding that Toll is no longer pursuing the project. The Township maintains that the affordable units should remain in the plan as the owner of the site apparently will continue to market the site for development.

PPF Industrial

In her July 2019 master's report, Special Master Cofone acknowledged that the Township and Builder Plaintiff are under negotiations to settle the matter. Also, the master indicated that PPF may reduce the total number of housing units and with a 30% affordable housing set-aside may reduce the total number of affordable units from 121 to 102. The 102 affordable units will consist of 84 family rental units at 18 family sale units. The Township is in the process of reviewing and approving an updated inclusionary zoning ordinance to reflect the proposed settlement agreement and to reflect the increase in the affordable housing set-aside to 30%.

Wilson Farm

In her July 2019 master's report, Special Master Cofone requested that the Township provide a pro forma detailing the financial viability of the project as well as proof that zoning has been implemented to support the project. As discussed below, a pro forma will be provided prior to the compliance hearing in this matter and zoning will be implemented as part of the proposed Wilson Farm Redevelopment Plan which will be adopted prior to the compliance hearing in this matter.



COAH's regulations at *N.J.A.C. 5:97-6.6* Redevelopment includes the statement "New Jersey's Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1* et seq., may be used to create affordable housing units." To address 6.6(b)2, the Township designated the site as an area in need of rehabilitation and on May 5, 2015, the Township adopted the Wilson Farm Redevelopment Plan, incorporated into the Township's Land Use Code of Ordinances as Sections 62-816 to 62-820. The adopted Wilson Farm 2015 Redevelopment Plan established the Wilson Farm Redevelopment Zone, which includes the zoning standards applicable to the Wilson Farm project. Those zoning standards clearly establish the criteria and bulk standards for development of senior affordable housing units. To address 6.6(b)4, the Township entered into a fully executed Memorandum of Understanding (attached to the March 2019 Plan) and entered into a Redevelopment Agreement (see Appendix 2) with Jaynar Construction as the designated redeveloper authorized by the Governing Body by Resolution adopted on June 25, 2019 (see Appendix 2). To address 6.6(b)3 and 6.6(d)3 the Wilson Farm Redevelopment Plan and zoning standards will be amended to include the proposed long-term care market rate nursing home as a permitted use in the Wilson Farm Redevelopment Zone. It is anticipated that this Redevelopment Plan amendment will be adopted prior to the September 23, 2019, compliance hearing. The executed agreement requires the creation of at least 127 and up to 210 affordable senior rental units and three (3) market-rate units for on-site employees. To address 6.6(d)5, the Township has also prepared a development schedule indicating the project's completion prior to the end of the Third Round (see Appendix 3).

Pursuant to *N.J.A.C. 5:97-6.6(b)4*, the executed 2019 Redevelopment Agreement addresses COAH's redevelopment agreement regulations set forth by the inclusionary zoning regulations found in *N.J.A.C. 5:97-6.4(b)-(h)* as demonstrated below:

(b) The following provisions presumptively apply to each site or zone proposed for inclusionary development:

1. All sites shall meet the site suitability criteria set forth in *N.J.A.C. 5:97-3.13*;
Site suitability analysis was included in the Township's full March 2019 plan.
2. + 3. The minimum densities and maximum affordable housing set-asides found in typical inclusionary zoning provisions set forth in 6.4(b)2 are not applicable when "The municipality has submitted a fully executed agreement between the municipality and the developer or redeveloper setting forth mutually agreed to terms for the production of the required affordable housing..." to address 6.4(b)3. The COAH regulation at 6.4(b)3 clearly states that a fully executed redeveloper's agreement can be the one (1) condition that is generally accepted to permit an exception from the typical density and set-aside as providing a realistic opportunity for the creation of affordable housing.
4. Bulk standards will be agreed to by the municipality and redeveloper through the development and adoption of the amended redevelopment plan.



5. Additional incentives to subsidize the creation of affordable housing available to very-low income households may be...specified in a developer's or redeveloper's agreement;

The Township will contribute funding to the project as described in the amended Affordable Housing Trust Fund Spending Plan (see Appendix 1).

6. To ensure the production of affordable rental units COAH accepts a redeveloper's agreement requiring the production of rental housing as providing a realistic opportunity for the creation of affordable rental housing.

iii. A fully executed agreement between the municipality and the developer setting forth mutually agreed to terms for the production of a specified number of affordable rental units has been included with the fair share plan;

The Agreement between the Township and Jaynar/Eastern Properties indicates that the affordable senior units will be rental units. The Redevelopment Agreement requires that 13% of the affordable units be reserved for households earning at or below 30% of the regional income for housing region 3. The Township authorized (June 25, 2019) and fully executed a Redevelopment Agreement with Jaynar Construction, Inc. (see Appendix 2).

7. Not applicable.

8. Not applicable.

9. Not applicable.

10. Not applicable.

(c) Not applicable.

(d) The COAH phasing schedule is modified per the executed Redeveloper's Agreement such that the Redeveloper Agreement requires that no building permit shall be issued on the long term care component of the redevelopment until a building permit has been issued and construction has started on the first affordable housing building. The Redevelopment Agreement also requires that no more than 50% of the long term care component beds can be occupied until at least a temporary certificate of occupancy has been issued for all phases of the affordable housing component.

(e) COAH encourages the design of inclusionary and mixed-use developments providing affordable housing to be consistent with the general policies and implementation mechanisms regarding design in the State Development and Redevelopment Plan.

The Redevelopment Agreement requires compliance with all applicable State regulations which includes the State Development and Redevelopment Plan.



(f) Inclusionary zoning ordinances shall require, to the extent feasible, that developers fully integrate the low- and moderate-income units with the market units.

The Redevelopment Agreement includes an affordable senior development and a long-term care market-rate nursing home which, by nature, will be constructed as separate facilities.

(g) Not applicable.

(h) Inclusionary zoning ordinances shall require that the first floor of all townhouse dwelling units and all other multistory dwelling units comply with N.J.A.C. 5:97-3.14.

The accessibility requirements are included in the Township's affordable housing ordinance and as referenced in the Redeveloper's Agreement.

Pursuant to N.J.A.C. 5:97-6.6(c), the Redevelopment Agreement requires compliance with UHAC with the one exception for very low-income housing at 13% of total affordable units at 30% of regional median income instead of the UHAC provision of 10% of total affordable units at 35% of regional median income.

Pursuant to 6.6(d)2, the NJ Department of Community Affairs ("DCA") approved the Township's designation of the area in need of redevelopment on November 5, 2014.

Regarding 6.6(d)4, the Township's March 2019 plan includes a description and aerial map of the Wilson Farm site including its location, acreage and existing intended use. Regarding (d)5, the timeline is provided in Appendix 3.

Regarding 6.6(e)2, the Township owns the site and will transfer title to Jaynar per the Redevelopment Agreement.

Per 6.6(e)3, the Redevelopment Agreement describes the number, tenure and type of units. The overall development schedule of both the long-term care facility and the affordable senior housing is set forth in the Redevelopment Agreement.

Per 6.6(e)3iii, the Redevelopment Agreement must comply with 6.4(i)-(k):

6.4(i) – The Redevelopment Agreement requires compliance with UHAC with the one exception for very low-income housing at 13% of total affordable units at 30% of regional median income instead of the UHAC provision of 10% of total affordable units at 35% of regional median income.

6.4(j) – The Redevelopment Agreement describes the number, tenure and type of units. The overall development schedule of both the long-term care facility and the affordable senior housing is set forth in the Redevelopment Agreement.

6.4(k) - An operating manual, affirmative marketing plan, and evidence of designation of an administrative agent will be provided prior to marketing the completed units.

6.6(e)4 – Not applicable.

Regarding 6.6(f)1, the Township has submitted its overall administrative agent operating manual for the administration of affordable rental units as part of the March 2019 plan.



Regarding 6.6(f)2, an affirmative marketing plan is required per the Redeveloper's Agreement and will be provided before the marketing of the completed affordable senior rental units.

Regarding 6.6(f)3, the designation of an experienced affordable housing administrative agent is required by the Redeveloper's Agreement. The administration of the affordable units will be handled either by in-house Township staff or the developer will receive Township approval for a different experienced administrative agent.

Special Master Cofone has requested a pro forma for the Redevelopment which will be provided prior to the compliance hearing.

ASSISTED LIVING

Harbor Assisted Living

Charlie Jennings, Chief Development Officer for Harbor Retirement Associates, has indicated that Harbor intends to apply for a license to operate 150 beds which will reduce the number of Medicaid-eligible (creditable) beds from 16 to 15.

As stated in *N.J.A.C. 5:93-5*, affordable housing sites shall be available, approvable, developable, and suitable, as those terms are defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As stated below, the Harbor Assisted Living site meets these criteria:

- Site Control – The site is available as defined at *N.J.A.C. 5:93-1.3*. As part of a prior Township approval process, Harbor represented to the Township that the site has a clear title and has no encumbrances which would preclude its development with an inclusionary development. The site is under construction.
- Site Suitability – The site is suitable and developable as defined at *N.J.A.C. 5:93-1.3*. The new inclusionary development is adjacent to compatible land uses including a small vacant office building to the north, Route 1 and a medical office building to the east, a hotel to the south and single-family residential to the west. Access to the site will be provided from Route 1.

The proposed development is located in Planning Area 2 (Suburban Planning Area) of the State Plan which is the preferred location for affordable housing. According to the August 13, 2018 developer's agreement between the Township and Harbor Retirement Development, LLC ("Harbor"), the Stony Brook Regional Sewer Authority approved a Treatment Works Approval for extending sewer



service to the property and Harbor has agreed to dedicate \$30,000 for infiltration and inflow mitigation including the repair or replacement of three (3) manholes.

The site is approvable as defined in COAH's Second Round rules, *N.J.A.C. 5:93-1.3*. The Board of Adjustment granted preliminary and final site plan approval on March 22, 2018 and the site is under construction. According to Bryan Bidlack, the Township's Planning Director, the site is in compliance with RSIS requirements.

MUNICIPALLY-SPONSORED AFFORDABLE HOUSING PROGRAM

RPM Mixed-Income

The Planning Board adopted a Limited Plan Amendment, dated March 27, 2019 which addresses the RPM mixed-income development. The Township adopted ordinances 2019-10 and 2019-11 on May 28, 2019 creating the AH II Mixed Income/100% Affordable Housing Overlay Zone and rezoned the property at 211 Henderson Road, respectively (see Appendix 4).

EXTENSIONS OF EXPIRING CONTROLS

Wheeler Road, Major Road, and Dungarvin (30 Cranston Road) Group Homes

In May 2019, FSHC submitted an objection, including a certification from David Kinsey, PhD, outlining concerns over the lack of documentation pertaining to the extension of controls at the four-bedroom Dungarvin group home. The Township has included a copy of the signed deed extending controls (see Appendix 5); the original deed will be filed with the Middlesex County Clerk.



THIRD ROUND CREDIT SUMMARY		
	Required/ Permitted	Provided
Third Round Total Credits	1,417	1,417
Third Round Total Units		1,062
Third Round Rental	355 (min.)	795
Third Round Family Rental	178 (min.)	619
Third Round Senior	354 (max.)	166
Third Round Family	531 (min.)	896
Third Round Very-Low Income	135 (min.)	140
Third Round Family Very-Low Income	65 (min.)	111

AFFORDABLE HOUSING ADMINISTRATION AND AFFIRMATIVE MARKETING

The Township has updated its Affordable Housing Ordinance to include monitoring reporting deadlines (see Appendix 6).

AFFORDABLE HOUSING TRUST FUND

The Spending Plan has been revised and included as Appendix 1 to account for additional funds to be used for housing rehabilitations.

South Brunswick's Third Round Plan Third Round = 1,417 <u>Court Plan</u>		Units	Rental Bonuses	Total	Rental	Fam. Rental	Senior	Family	VL Income	VL Fam.
Inclusionary Developments – Builder Remedy Intervenor (Court ranked six (6) initial Plaintiffs in 2016, remaining four (4) Plaintiffs currently unranked.) One approved settlement. Affordable housing set-aside percent provided/master recommended.										
Windsor #1, family affordable rentals (20%)	17	cap	17	17	17	-	-	17	3	3
Princeton Orchards #2, Court-approved settlement - family affordable rentals (25%)	46	46	92	46	46	-	-	46	10	10
SBC #3, 360 total affordable units: 336 family affordable rentals and 24 senior affordable rentals (20%)	336	309	669	336	336	-	-	336	44	44
Stanton Gir. #4, family affordable rentals (20%)	24	-	24	24	-	24	-	-	4	-
American Prop #5, family affordable units (20%)	36	cap	36	36	36	-	-	36	5	5
Avalon #6 – family affordable units (20%)	75	-	75	-	-	-	-	75	10	10
TG Acquisitions – family affordable rentals (25%)	31	-	31	-	-	-	-	31	5	5
KHov/Bellemead – family affordable units (23%)	37	cap	37	37	37	-	-	37	5	5
PPF (Matrix) – family affordable units (30%)	30	cap	30	-	-	-	-	30	4	4
Toll – family affordable units (13%)	102	-	102	84	84	-	-	102	14	14
Subtotal	11	-	11	-	-	-	-	11	2	2
Subtotal	745	355	1,100	-	-	-	-	-	-	-
Inclusionary Developments										
Wilson Farm – senior affordable rentals	127	cap	127	127	-	127	-	-	17	-
Harbor assisted living – senior affordable rentals (under construction)	15	-	15	15	-	-	15	-	2	-
Extensions of Controls – Completed by Township										
Regal Point, Monmouth Walk and Nassau Square (after 2015) – family sales	97	-	97	-	-	-	-	97	N/A	-
Group Homes (Wheeler Road, Major Road and Dunganvin)- special needs	10	-	10	10	-	-	-	10	6	-
Market-to-Affordable (COAH-approved program)										
REACH – family/senior affordable sales	5	-	5	-	-	-	-	5	0	-
Municipally-Sponsored Affordable Housing										
RPM Mixed-income (including 63 family affordable rentals)	63	cap	63	63	63	-	-	63	9	9
TOTAL	1,062	355	1417	795	619	166	896	140	111	111

APPENDICES

1. UPDATED THIRD ROUND
AFFORDABLE HOUSING TRUST FUND
SPENDING PLAN



2019

Amended Spending Plan

August 7, 2019

Endorsed _____, 2019

South Brunswick Township, Middlesex County, New Jersey

Prepared by:

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608



INTRODUCTION

South Brunswick Township has prepared an amended Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*), the Fair Housing Act (*N.J.S.A. 52:27D-301*) and the regulations of the Council on Affordable Housing ('COAH') (*N.J.A.C. 5:93-1 et seq.*). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on March 11, 1993, which was last amended, reviewed and approved by COAH on September 23, 2009. The ordinance establishes South Brunswick Township's affordable housing trust fund for which this spending plan is prepared.

South Brunswick Township first received substantive certification from COAH on August 3, 1987, petitioned COAH for second round substantive certification on March 6, 1995, and received second round certification on February 4, 1998. The Township received prior approval to maintain an affordable housing trust fund on March 11, 1993.

The Township also petitioned for third round substantive certification on December 16, 2005 under COAH's original third round rules at *N.J.A.C. 5:94 et seq.*; however, the Township's petition had not been certified by COAH prior to the issuance of the Appellate Division's January 25, 2007 decision overturning portions of COAH's methodology and regulations. On December 10, 2008, South Brunswick adopted a 2008 Third Round Housing Element and Fair Share Plan consistent with COAH's second iteration of Third Round rules. The Township submitted the 2008 Plan to COAH on December 31, 2008 as part of their second petition for Third Round substantive certification. Although COAH began to conduct a substantive review of the Township's 2008 Plan, it did not certify the Plan prior to the Appellate Court decision on October 8, 2010, invalidating COAH's Third Round growth share methodology.

As of December 31, 2018, South Brunswick Township had collected \$27,755,091.34 and expended \$21,094,218.70 resulting in a balance of \$6,660,872.64. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units in



the REACH program or with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund account for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:93-8.16 as described in the sections that follow.

This updated spending plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies that will contribute to housing rehabilitation and/or the development of new affordable housing units in the Township through the development of a group home, senior and family affordable rental units, and REACH market-to-affordable units. Additionally, the Township will expend funds on affordability assistance, including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the Third Round, South Brunswick considered the following:

- (a) Development fees: \$2,073,984**
1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
 2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
 3. Future development that is likely to occur based on historical rates of development.



(b) Payment in lieu (PIL): \$171,875

Actual and committed payments in lieu (PIL) of construction from developers are as follows:

- Menowitz (Cambridge Crossing): \$62,500 (0.5-unit x \$125,000/unit)
- East Meadow Estates: \$109,375 (0.875-unit x \$125,000/unit)

(c) Other funding sources: \$0

South Brunswick Township collects money from other funding sources such as REACH program affordable unit sales and loan repayments, etc. Funds from other sources may include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units.

(d) Projected interest: \$112,293

Based on interest earned in recent years and projected rates of development fee revenue, South Brunswick anticipates collecting \$112,293 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development impact fees, a small amount of fractional in-lieu payments, and interest. South Brunswick Township projects a subtotal of \$2,358,152 to be collected between January 1, 2019 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, after adding the money currently in the account, is projected to be \$9,019,024.64. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.



Source of Funds – Housing Trust Fund 2019 through 2025

Year Source of Funds	2019	2020	2021	2022	2023	2024	2025	2019-2025 Total
Projected Residential Development	\$199,408.42	\$199,408.42	\$199,408.42	\$199,408.42	\$199,408.42	\$199,408.42	\$199,408.42	\$1,395,859
Projected Non-Residential Development	\$96,875	\$96,875	\$96,875	\$96,875	\$96,875	\$96,875	\$96,875	\$678,125
Payment in Lieu	\$171,875	-	-	-	-	-	-	\$171,875
Interest	\$16,041.86	\$16,041.86	\$16,041.86	\$16,041.86	\$16,041.86	\$16,041.86	\$16,041.86	\$112,293
Total	\$484,200.28	\$312,325.28	\$312,325.28	\$312,325.28	\$312,325.28	\$312,325.28	\$312,325.28	\$2,358,152

Projected residential development is based on the estimate of 183 new homes being constructed over the next seven (7) years; this is a rate of 26 new housing units per year. This estimate does not include Court-ordered affordable housing sites that will be producing affordable housing and may not be charged a residential development fee. Projected non-residential development is based on an estimate of 25,000 square feet of commercial/retail and 300,000 square feet of warehouse/industrial construction through 2025. These square footages were multiplied by \$125 and \$80, respectively, (the per square-foot equalized assessed value for nonresidential use). This estimate of \$27.125 million in new construction was then multiplied by the 2.5% non-residential development fee. Interest calculations are based on deposits, averaged and extrapolated through 2025.



ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by South Brunswick Township:

(a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with *N.J.S.A. 40:55D-8.1* through 8.7.

(b) Distribution of development fee revenues:

The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the Court-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation: \$1,188,000

South Brunswick Township has a Third Round Rehabilitation obligation of 109 units. The Township has completed work on 95 rehabilitation units since April 1, 2010 and anticipates Third Round rehabilitation work of approximately \$950,000 on the two (2) major SBCDC affordable housing complexes – Oak Woods and CIL Woods (see rehabilitation chart for “pending” rehabilitation work in Appendix 4). Although the Township anticipates most of this funding will come from HUD or the Federal CDBG Program, the Township will reserve up to \$950,000 for this scheduled rehabilitation work. To fully address its 109-unit



rehabilitation obligation, the Township will continue to operate its local rehabilitation program and, therefore the Township shall rehabilitate at least 14 more units. The Township will dedicate funds from the Affordable Housing Trust fund in the amount of \$17,000 per unit for the remaining 14 units, or a minimum of \$238,000 towards its Rehabilitation Program.

(b) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

South Brunswick Township is required to spend a minimum of 30 percent of development fee revenue to render affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households with incomes less than 30 percent of the regional median income). The actual affordability assistance minimums should be calculated based on actual revenues.

Projected Minimum Affordability Assistance Requirement		
Actual Development Fees Collected through 12/31/18		\$20,795,230.08
Actual Interest earned through 12/31/18	+	\$2,292,465.25
Development Fees Projected 2019-2025	+	\$2,073,984.00
Interest Projected 2019-2025	+	\$112,293.00
Less Housing Activity Expenditures through 6/2/2008	-	\$3,542,506.93
Total	=	\$21,731,465.40
30 Percent Requirement	x 0.30 =	\$7,243,821.80
Less Affordability Assistance Expenditures through 12/31/18	-	\$4,012,617.18
Projected Minimum Affordability Assistance Requirement	=	\$3,231,204.62
Projected Minimum Very Low-Income Requirement	÷ 3 =	\$1,077,068.21

Based on fees and interest collected to date and projected revenues, South Brunswick Township must dedicate at least \$3,231,204.62 from the affordable



housing trust fund to render units more affordable, including \$1,077,068.21 to render units more affordable to households with income at 30 percent or less of median income by region. It may use a variety of vehicles to do this including, but not limited to the following:

- Emergency Repair Program;
- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

The Township will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of very-low-, low- and moderate-income programs can take advantage of affordability assistance programs. Additionally, the Township will work with affordable housing providers to convert low income units to very low income units.

South Brunswick will dedicate at least \$3,231,204.62 towards affordability assistance. The Township has already committed a minimum of \$4,090,000 up to a maximum of \$5,542,500 toward providing affordability assistance and dedicating funds from the Affordable Housing Trust Fund for the following projects:

- **Dungarvin: \$140,000**

The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization Dungarvin New Jersey, Inc. for the acquisition, renovation and operation of one (1) group homes for very-low income qualified individuals with developmental disabilities. The project totals 3 bedrooms in one (1) building.



- **Wilson Farm: \$2,222,500 - \$3,675,000**

The Township will convey approximately 12.74 acres through a Bargain and Sale Deed to Eastern Properties, Inc. for the creation of at least 127 and up to 210 age-restricted affordable rental units. In addition to the conveyance of land, the Township will dedicate at least \$2,222,500 (\$17,500/unit x 127 units) and up to \$3,675,000 (\$17,500/unit x 210 units) from the Housing Trust Fund to provide affordability assistance to Eastern Properties, Inc.

- **RPM Mixed-Income: \$1,102,500**

The Township will provide affordability assistance to RPM for the creation of family affordable rental units including very-low income family affordable rental units. The Township will dedicate at least \$1,102,500 from the Housing Trust Fund for this project.

- **REACH Market-to-Affordable Program: \$625,000**

The Township is proposing a 5-unit market-to-affordable program and will dedicate up to an average of \$125,000 per unit, or \$625,000 total, from the Housing Trust Fund to convert market-rate housing units into affordable housing units and rehabilitate the units to the extent required.

(c) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

South Brunswick may use Affordable Housing Trust Fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

South Brunswick Township projects that \$598,380.62 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:



- Township Attorney, Engineer, and Planner fees related to plan preparation and implementation;
- Administration fees related to plan implementation, rehabilitation, extension of expiring controls, affordability assistance programs, and municipally-sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of Township's Affordable Housing Units.

Projected Administrative Expenses		
Actual Development Fees Collected through 12/31/18		\$20,795,230.08
Actual Interest Collected through 12/31/18	+	\$2,292,465.25
Other Income Collected through 12/31/18	+	\$4,667,396.01
Payments-in-lieu of construction through 7/17/2008	+	\$0.00
Development Fees Projected 2019-2025	+	\$2,073,984.00
Interest Projected 2019-2025	+	\$112,293.00
Total	=	\$29,941,368.34
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	\$5,988,273.67
Less Administrative Expenditures through 12/31/18	-	\$5,389,893.05
Projected Allowed Administrative Expenditures	=	\$598,380.62

To provide context of the Township's administrative expenses, a breakdown of administrative expense by category between 2010 and 2018 has been included below.

Amended 2019 Spending Plan



Administrative Expense by Category (January 2010 – December 2018)	
Consulting Fees	\$682,378.46
Legal Fees	\$91,310.42
Office Supplies	\$3,097.37
Other Administrative Costs	\$26,949.23
Personnel	\$2,982,171.21
Total	\$3,785,906.69

EXPENDITURE SCHEDULE

South Brunswick Township intends to use Affordable Housing Trust Fund revenues for its rehabilitation program, affordability assistance including the creation of very-low income units and making existing units more affordable, and administrations expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.



Projected Expenditure Schedule 2019 Through 2025

Program	Units	2019-2020	2021-2022	2023-2024	2025	Total
Rehabilitation		\$339,429	\$339,429	\$339,429	\$169,714	\$1.19M
Affordability Assistance		\$2,066,463	\$2,066,463	\$2,066,463	\$1,033,231	\$7.23M
Administration		\$170,965.90	\$170,965.90	\$170,965.90	\$85,482.95	\$598,380
TOTAL		\$2,576,857	\$2,576,857	\$2,576,857	\$1,288,429	\$9.019M

EXCESS OR SHORTFALL OF FUNDS

The Township has over \$6.6 million in its trust account and has \$5,278,000 in anticipated funding commitments (\$1,188,000 rehabilitation, \$1,102,500 RPM, a minimum of \$2,222,500 up to a maximum of \$3,675,000 for Wilson Farm, \$140,000 Dungarvin, and \$625,000 REACH). In the event there is a shortfall of funds anticipated through outside funding sources for the RPM Mixed-Income development, such as LIHTC funds, the Township has adopted a resolution of its intent to fund any shortfall through bonding, if necessary (see attached). In the event that funds exceed projected expenditures, the Township will devote any excess funds on additional affordability assistance above the 30 percent minimum requirement. Alternatively, the Township reserves the opportunity to amend its Housing Element and Fair Share Plan, as well as this Spending Plan, to create additional affordable housing opportunities.

SUMMARY

The Township of South Brunswick intends to spend Affordable Housing Trust Fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the 2019 Third Round Housing Plan Element and Fair Share Plan. South Brunswick had a balance of \$6,660,872.64 as of December 31, 2018

Amended 2019 Spending Plan

SOUTH BRUNSWICK TOWNSHIP, MIDDLESEX COUNTY, NJ



and anticipates an additional \$2,358,152 in revenues in the Third Round for a total of \$9,019,024.64.

The Township may expend up to \$598,380.62 of Trust Funds on administrative costs during the period of repose. While the Township is required to expend a minimum of \$3,231,204.62 on affordability assistance, the Township is proposing to spend up to \$7,232,620 on affordability assistance.

Spending Plan Summary	
Revenues	
Balance as of December 31, 2018	\$6,660,872.64
Projected Revenue from 2019 through 2025	
1. Development Fees	+ \$2,073,984.00
2. Payments-In-Lieu of Construction	+ \$171,875.00
3. Other Funds	+ \$0.00
Interest	+ \$112,293.00
Total Projected Balance	= \$9,019,024.64
Expenditures	
Funds Used for Rehabilitation	- \$1,188,000.00
Affordability Assistance	- \$7,232,620.00
Administration	- \$598,380.62
Total Projected Expenditures	= \$9,019,024.64
Remaining Balance	= \$0.00

2. RESOLUTION AUTHORIZING WILSON
FARM REDEVELOPMENT AGREEMENT,
EXECUTED REDEVELOPMENT
AGREEMENT



A

Resolution

Authorizing a Redevelopers' Agreement with Jaynar Construction, Inc., for an Affordable Housing Development Project (Revised June 25, 2019)

WHEREAS, the New Jersey Fair Housing Act at N.J.S.A. 52:27D-311a(5) permits the “Donation or use of municipally owned land or land condemned by the municipality for purposes of providing low- and moderate-income housing;” and

WHEREAS, N.J.A.C. 5:93-5.6 et seq. (or its successor regulation), permits a municipality to provide very-low, low and moderate-income housing through an inclusionary development; and

WHEREAS, the Township entered into a Memorandum of Understanding with Eastern Properties, Inc., (Eastern), an experienced developer of affordable housing, on March 13, 2019 in contemplation of a full Redevelopment Agreement for Eastern to develop, construct, own, administer and manage a development consisting of a long-term nursing care facility and a minimum of 156 units of senior rental housing wherein 100% of the senior rental units shall be set aside for affordable housing in satisfaction of a portion of the Township’s obligation to provide very-low, low and moderate-income housing; and

WHEREAS, the parties have reached an agreement on all of the terms and conditions of a Redevelopment Agreement; and

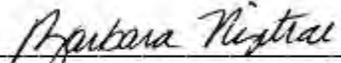
WHEREAS, Eastern has requested that the Township permit the Redeveloper’s Agreement to be with Eastern’s affiliate, Jaynar Construction, Inc., which the Township has no objection to;

NOW, THEREFORE, BE IT RESOLVED, on this 25th day of June, 2019, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Mayor and Township Clerk shall be and are hereby authorized to execute a Redevelopment Agreement between Jaynar Construction, Inc., and the Township of South Brunswick, in a form substantially similar to the agreement attached hereto, for Jaynar to develop, construct, own, administer and manage a long-term nursing care facility and a minimum of 126 units of senior rental housing wherein 100% of the senior rental units shall be set aside for affordable housing in satisfaction of a portion of the Township’s obligation to provide very-low, low and moderate-income housing.
2. A copy of the agreement shall remain on file with the Township Clerk.

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

This is to certify that the foregoing is a true copy of a resolution adopted at the South Brunswick Township Council meeting held on June 25, 2019.



Barbara Nyitrai, Township Clerk

Record & Return to:
Donald J. Sears, Esq.
Director of Law
Township of South Brunswick
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852

Prepared by: Donald J. Sears, Esq.

**REDEVELOPMENT AGREEMENT BETWEEN JAYNAR CONSTRUCTION, INC.
AND TOWNSHIP OF SOUTH BRUNSWICK FOR DEVELOPMENT AND
MANAGEMENT OF AN INCLUSIONARY AFFORDABLE HOUSING COMPLEX
CONSISTING OF A LONG TERM CARE MARKET RATE NURSING FACILITY AND
SENIOR AFFORDABLE HOUSING**

This Redevelopment Agreement made as of this 26th day of June, 2019, between **JAYNAR CONSTRUCTION, INC.**, a New Jersey corporation having its principal office at 4A Cedar Brook Drive, Cranbury, New Jersey 08512, and its assigns (hereinafter collectively designated as “Jaynar” or “Redeveloper”) and the **TOWNSHIP OF SOUTH BRUNSWICK**, a municipal corporation of the State of New Jersey, having its principal office at 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter designated as the “Township”). Jaynar and Township are sometimes hereinafter referred to as the “Parties”.

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

AUTHORITY; ACKNOWLEDGEMENTS

1. This Redevelopment Agreement is made pursuant to the authority contained in the New Jersey Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-311a(5) which permits the “Donation or use of municipally owned land or land condemned by the municipality for purposes of providing low- and moderate-income housing” and

pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. In addition, N.J.A.C. 5:93-5.6 et seq. (or its successor regulation), permits a municipality to provide very-low, low and moderate-income housing through an inclusionary development.

2. The Township is the owner of land known as Block 96.24, Lot Nos. 24.023, 24.024 and 24.025, as appears on the South Brunswick Tax Map, consisting of approximately 17.74± acres, more commonly known as 3614-3668 Route 27, Kendall Park, NJ 08824 (herein designated as the “Property”).
3. The Property was declared as an Area in Need of Rehabilitation on October 14, 2014, which designation was formally recognized by the Commissioner of the New Jersey Department of Community Affairs on November 5, 2014.
4. Jaynar is an experienced developer of residential housing projects for over forty (40) years.
5. Jaynar recognizes that the Township has an obligation to provide very-low, low and moderate-income housing opportunities within South Brunswick Township and that the Township has chosen to satisfy that obligation, in part, by entering into the within Redevelopment Agreement with Jaynar for redevelopment of the Property as an inclusionary development consisting of a long-term care nursing facility and senior 55+ affordable housing complex.
6. The Parties acknowledge that Jaynar would be obligated to pay a Non-Residential Development Fee on the long-term care nursing facility pursuant to N.J.S.A. 40:55D-8.4. The Parties agree that Jaynar will satisfy this obligation by way of

development and management of the senior affordable housing units required under this Redevelopment Agreement.

JAYNAR'S OBLIGATIONS

7. In consideration of the Township performing its obligations hereunder, Jaynar agrees that it shall:
 - A) develop, construct, own, administer and manage at least 126, and up to 210 units of senior 55+ affordable housing (plus three (3) market rate units to be designated solely for use by a site superintendent/site manager and/or on-site employees) in satisfaction of a portion of the Township's obligation to provide very-low, low and moderate-income housing, substantially as shown on the Concept Plan attached hereto as Exhibit A (the "Concept Plan"). It is anticipated that the affordable housing units may be developed in two (2) phases (hereinafter together referred to as the "Affordable Housing Component" of "AHC");
 - B) provide and affirmatively market the Affordable Housing Component, at least eighty (80%) percent of which shall be units reserved exclusively for occupancy by at least one person 55 years or older, that will be clearly intended for older persons as evidenced by an appropriate deed restriction and Jaynar's policies and procedures governing the use and occupancy of such units. No more than twenty (20%) percent of the housing units in the Affordable Housing Component will be set-aside and affirmatively marketed to persons younger than 55 years of age. In no case shall children

less than 19 years old be permitted to permanently live in these housing units;

- C) provide that, notwithstanding the requirements in the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, et seq.) (“UHAC”), pursuant to N.J.S.A. 52:27D-329.1, at least thirteen (13%) percent of the units in the Affordable Housing Component be developed and reserved as very-low income units (defined as units available for households at or below thirty (30%) percent of the median income for Region 3) and at least thirty-seven (37%) percent of the units be reserved as low income units (defined as units available for households at or below fifty (50%) percent of the median income for Region 3). The remaining balance of units may be moderate income units (defined as units available for households at or below eighty (80%) percent of the median income for Region 3) with moderate-income rents set no higher than sixty (60%) percent of median income per N.J.A.C. 5:80-26.3(d), et seq. At least seventy-five (75%) percent of the affordable units shall be one-bedroom units while up to twenty-five (25%) percent of the affordable units may include one-bedroom units with a den/study, and notwithstanding any contrary UHAC or COAH requirements, all of the affordable units may be one-bedroom units;
- D) Once the first affordable unit is occupied, submit to the Township no later than February 25th of each year a copy of all required COAH monitoring reports, records, submissions, etc.;

- E) Upon advance written request, permit the inspection of Affordable Housing Component buildings, and also permit examination of its books, contracts, records, documents and papers relating to the Affordable Housing Component, by representatives duly authorized by the Township.
8. Jaynar shall also develop, construct, own, administer and manage a long-term care market rate nursing facility of up to 180 beds (hereinafter the “Long Term Care Component” or “LTC”). (The Affordable Housing Component and the Long Term Care Component are hereinafter collectively designated as the “Project”).
9. Jaynar shall apply for, reasonably prosecute, and obtain all unappealable land development approvals, including but not limited to site plan, subdivision, financial subdivision, lot consolidation, variances, deviations from the Redevelopment Plan standards, and design and submission waivers (the “Land Use Approvals”) in the discretion of Jaynar for the Project from the South Brunswick Planning Board within twelve (12) months from the later of (i) the date of final and non-appealable approval in Paragraphs 19 & 20; and (ii) the date of final and non-appealable adoption of an ordinance approving the Redevelopment Plan Amendment (as hereinafter defined). All such Land Use Approvals shall be substantially consistent with the terms and conditions of this Redevelopment Agreement.
10. Jaynar’s time to obtain the Land Use Approvals shall be extended for a period of three (3) months if Jaynar is proceeding with due diligence to obtain the Land Use Approvals. Jaynar shall also be entitled to an automatic extension of the time to obtain the Land Use Approvals if the South Brunswick Planning Board has voted to grant Land Use Approvals to Jaynar and either the Board’s memorializing

Resolution of Approval has not yet been adopted and/or the statutory forty-five (45) day appeal period in New Jersey Court Rule 4:69-6 has not yet expired. The time of this automatic extension shall be the number of days necessary for the South Brunswick Planning Board to adopt a memorializing Resolution and/or for the statutory appeal period to expire. In addition, in the event Jaynar obtains the Land Use Approvals from the South Brunswick Planning Board and an appeal of said approvals is filed with the Superior Court of New Jersey, then Jaynar's time to obtain the Land Use Approvals shall be tolled until a non-appealable decision shall be made.

11. Jaynar's principals represent that they have the financial ability necessary for completion of the Project. Jaynar shall secure all funding necessary for the Project. If the funding is not secured and in place for the Project within one (1) year of receipt of all final and unappealable Land Use and construction permits and approvals required for construction and occupancy of the Project, including, but not limited to Land Use Approvals, NJDOT Approval and construction permits (collectively, the "Development Approvals"), then either party shall be permitted to terminate this Redevelopment Agreement upon written notice to the other.
12. No building permit shall be issued on the Long Term Care Component until a building permit has been issued and construction commenced on the first Affordable Housing Component building. No more than fifty (50%) percent of the Long Term Care Component beds, as licensed by the N.J. Department of Human Services, can be occupied until at least a Temporary Certificate of Occupancy has been issued for all phases of the Affordable Housing Component.

13. Jaynar agrees that it will comply in all respects with the requirements promulgated by the State of New Jersey Council on Affordable Housing or its successor agency (herein designated as “COAH”), or the Superior Court of New Jersey if jurisdiction of affordable housing matters remains vested with the Superior Court, for the development, construction, administration and management of affordable housing units including, but not limited to, full compliance with N.J.A.C. 5:93-1, et seq., the requirements set forth in the UHAC (with the statutory exceptions regarding very-low income housing units and the number of one-bedroom units, both as noted above in paragraph 7C), as well as all rules and regulations promulgated by COAH, the State of New Jersey and/or the Superior Court of New Jersey, that affect the Affordable Housing Component so as to assist the Township to fulfill its COAH obligations for the Project.

TOWNSHIP’S OBLIGATIONS

14. In consideration of Jaynar’s obligations described herein, the Township shall:
 - A) Convey approximately 12.74± acres of the Property (the “AH Property”) for nominal consideration of Ten Dollars (\$10.00) through a bargain and sale deed with covenants against Grantor’s acts, which conveyance shall include the following three (3) requirements:
 - i. the AH Property be deed restricted for use only as affordable housing for at least thirty (30) years from the date of the issuance of a Certificate of Occupancy. The Township shall have the right to require the extension of affordable housing controls on the AH Property for additional thirty (30) year periods of control;

- ii. The deed conveying title to Redeveloper for the AH Property shall contain a reverter provision that the Township, may, but is not obligated to exercise, in the event this Redevelopment Agreement is terminated by reason of an Event of Default attributable to Redeveloper's acts or omissions after conveyance of the Property to Redeveloper and prior to Completion of the Affordable Housing Component. Such right of reverter shall be exercisable only upon 90 days prior written notice to Redeveloper and the continuance of such Event of Default uncured throughout such 90 day period, and shall be subordinate to any mortgage on the Property. Notwithstanding the forgoing, upon Completion of the Affordable Housing Component and issuance of an unconditional certificate of occupancy or a Certificate of Completion, the Township right of reverter shall automatically be deemed to have been extinguished and of no further force or effect. The Township's rights under the reverter provisions shall be subject and subordinate to any mortgages given by Jaynar and recorded against the AH Property to finance the construction of the Affordable Housing Component, the regulatory encumbrances filed against the AH Property in connection with any such mortgages, and any utility and/or access easements related to development of the Property; and
- iii. Conveyance of the AH Property is contingent upon Jaynar or its designee receiving all necessary approvals and financing for the

Project. No portion of the Property shall be conveyed until Jaynar is ready to close on all financing and has agreed, in writing, to commence construction of the Affordable Housing Component within sixty (60) days of the closing of title, weather permitting; and

iv. Conveyance of the AH Property is subject to, and will be in accordance with, the further terms and conditions set forth on **Exhibit B.**

- B) In the event Jaynar or its designee qualifies as an Urban Renewal Entity as defined in the Long-Term Tax Exemption Law (N.J.S.A.40A:20-1, et seq.), the Township and Jaynar shall enter into separate agreements to permit a Payment in Lieu of Taxes (P.I.L.O.T.) arrangement based on six and 28/100ths (6.28%) percent of the annual gross revenue for each of the AH Property and the LTC Property (as hereinafter defined). For the AH Property, annual gross revenue will be based on residential tenant rents, excluding incidental fees and one time charges as set forth in the financial agreement. As to the LTC Property, the LTC Property will be master leased to the facility operator (which may be an affiliate of Redeveloper) (the “Facility Lease”), and the annual gross revenue will be based on the rents paid to Redeveloper or its designee under the Facility Lease (which will be a fair market rental), exclusive of customary reimbursements and expense pass-throughs as set forth in the Financial Agreement. The financial agreements will not provide for payment of an administrative fee to the Township. To the extent that the statutory stages under N.J.S.A. 40A:20-

12(b) are applicable to the financial agreements, each of the initial stages will be at the statutory maximums to allow for the lowest permitted percentages of ordinary taxes to be applied.

- C) Make available to Jaynar the Township's staff in the South Brunswick Affordable Housing office to offer advice on affordable housing issues.
- D) Pursuant to SB Code Section 114-64, the Township shall charge a reduced rate of the standard water and sewer connection fees for the Affordable Housing Units, at fifty (50%) percent of the rates in effect at the time of connection to the South Brunswick public water and/or sewer system. Jaynar and Township acknowledge that Jaynar will be obligated to construct approximately 770 linear feet of sanitary sewer pipe offsite as part of the Project. Township shall grant a credit of up to \$100,000 of the cost to lay the aforesaid sewer pipe, to be applied toward the fifty (50%) percent of the standard water and sewer connection fees otherwise due from Jaynar.
- E) Township shall contribute toward construction of the Affordable Housing Units the sum of \$17,500 per affordable unit. Twenty five (25%) percent of said payment shall be due within fifteen (15) business days of the date Jaynar receives final framing inspection and approval of the first affordable housing building; an additional twenty five (25%) percent of said payment shall be due within fifteen (15) business days of the date Jaynar receives at least a Temporary Certificate of Occupancy for the first affordable housing building; with the remaining fifty (50%) percent paid within fifteen (15)

business days of the date Jaynar receives final framing inspection and approval of the second affordable housing building.

- F) The Township shall grant to Jaynar and its agents access to the Property for site reconnaissance, studies, surveys, inspections, etc., effective as of the date of execution of this Redevelopment Agreement. Any such inspection or examination shall be made during reasonable hours of the business day.
- G) Sell approximately 5± acres of the Property (the “LTC Property”), at the fair market value, for use in the construction of the Long-Term Care Component. Conveyance of the approximately 5± acres of the Property is contingent upon Jaynar receiving all necessary financing and the Development Approvals for the Long Term Care Component. No portion of the LTC Property shall be conveyed until Jaynar is ready to close on all financing and has agreed, in writing, to commence construction of the Long Term Care Component within sixty (60) days of the closing of title, weather permitting. Conveyance of the LTC Property is subject to, and will be in accordance with, the further terms and conditions set forth on **Exhibit B**.
- H) Township shall perform an appraisal of the Property, valuing such as raw land for construction of permitted uses, within ninety (90) days of the date of execution of this Redevelopment Agreement in order to establish the per acre fair market value of the Property. Jaynar shall have the right to challenge the valuation in said appraisal by serving written notice of such challenge within thirty (30) days of the date it is served with a copy of the Township’s appraisal results. If Jaynar elects to challenge the appraised value, Jaynar shall have

ninety (90) days from the date of its written challenge to obtain and serve upon the Township an appraisal on its own behalf. If Jaynar and Township still can not agree on the valuation, the appraisers for each party shall then jointly select a third appraiser to provide an opinion of value within sixty (60) days of his/her selection. The third appraiser's opinion of value shall be final and binding upon the Parties. The Parties shall each pay the cost of their respective appraisers. If a third appraiser is required, the Parties shall divide the cost of the third appraiser evenly between them, 50%-50%.

15. Township shall reasonably assist Jaynar in obtaining (i) all Land Use Approvals from the South Brunswick Township Planning Board, including the expeditious processing of the Planning Board application, if necessary; and (ii) all other Development Approvals.
16. Township shall introduce and consider for final adoption an Ordinance authorizing an amendment to the previously enacted Wilson Farm Redevelopment Plan, within ninety (90) days of the date of execution of this Redevelopment Agreement and in accordance with the requirements of all applicable laws (the "Redevelopment Plan Amendment"). Such amendment shall be reasonably satisfactory to Redeveloper and shall incorporate the terms and conditions of this Redevelopment Agreement and shall include, but not be limited to, (i) permitted uses of (a) a long-term nursing care facility and all uses ancillary thereto, and (b) medical services and all uses ancillary thereto, (ii) a parking standard of 1.0 parking spaces for each of the Affordable Housing Units; (iii) establishment of the bulk standards for the Long Term Care Component, including but not limited to setbacks and buffer distances,

as reasonably required to allow development of the Property in accordance with the Concept Plan and this Agreement; and (iv) revision of the bulk standards for the Affordable Housing Component, as reasonably required to allow development of the Property in accordance with the Concept Plan and this Agreement. Jaynar shall be permitted to land bank up to fifty (50%) percent of the total required number of parking spaces and these banked spaces will only be constructed if the Township's designated traffic engineer reasonably determines that some or all of the banked parking spaces need to be constructed in order to provide adequate parking for the Affordable Housing units.

SALE; TRANSFER; ASSIGNMENT

17. Subject to the terms and provisions of this Redevelopment Agreement, Jaynar agrees that it will not sell or transfer the Affordable Housing Component to any corporation, association or entity, unless such corporation, association or entity qualifies to provide such services pursuant to law prior to the issuance of a Certificate of Completion for the Affordable Housing Component. No such transfer may be made without first obtaining the prior written consent of the Township, which consent shall not be unreasonably withheld, delayed, or conditioned, and provided that Jaynar is not in default under this Redevelopment Agreement, and unless and until the proposed transferee agrees to assume all of the remaining contractual and other obligations of Jaynar as are contained in this Redevelopment Agreement with respect to the Affordable Housing Component.. The Township further acknowledges, accepts and consents that Jaynar or its assignees may encumber the Project with a mortgage or other customary security

agreements with lenders or other institutional mortgagees for the purpose of raising funds to finance the acquisition and completion of the Project, and upon issuance of a certificate of occupancy for the Affordable Housing Component. In addition, the Township hereby consents to the following Permitted Transactions:

(A) the assignment of this Redevelopment Agreement and transfer of the Project Components by Jaynar to two entities or urban renewal entities controlled by Jaynar and/or Joseph and/or Zev Stern and their families, subject to prior approval by the Township, which approval shall not be unreasonably withheld, delayed or conditioned, so that each of the Components of the Project can be developed by a separate urban renewal entity;

(B) utility and other development easements, including, but not limited to, cross-easements for parking and/or access;

(C) leases to the ultimate tenants of any portion of the Affordable Housing Component, and the Facility Lease to the operator of the Long Term Care Component;

(D) a contract of sale of any Project Component that is contingent upon the Seller completing the Project Component; and

(E) Deed notices and other documents required to be recorded in connection with any Development Approval required for the operation of the Project.

TERMINATION OF PRIOR REDEVELOPMENT AGREEMENT

18. The Township shall adopt a Resolution terminating the Redevelopment Agreement it executed with South Brunswick Community Development Corporation, dated July 23, 2014, simultaneously with the adoption of a Resolution authorizing this Redevelopment Agreement. By execution of this Redevelopment Agreement, the Township designates Jaynar Construction, Inc. and/or affiliated urban renewal entities designated by Jaynar Construction, Inc. as Redeveloper of the Project.

APPROVAL BY SUPERIOR COURT

19. This Redevelopment Agreement is hereby executed in anticipation of the Project being accepted by COAH, its successor agency and/or the Superior Court of New Jersey, for inclusion in the Township's Third Round Affordable Housing Plan. In the event the Superior Court of New Jersey, which currently maintains jurisdiction of the Township's Affordable Housing obligations, fails to approve the Township's Affordable Housing Plan or this Redevelopment Agreement, Township will use its best efforts to continue to include the Property as one of the inclusionary developments in any of the Amended Affordable Housing Plans submitted to the Superior Court.
20. Payment of Township Affordable Housing Trust Fund monies toward or on behalf of the Project shall be contingent upon approval of the Township's Third Round Spending Plan by COAH, its successor agency and/or the Superior Court of New Jersey. Redeveloper's obligations under this Agreement are contingent upon approval of Township's financial contributions for the Affordable Housing Component as contemplated by this Redevelopment Agreement as part of the

Township's Third Round Spending Plan. Township agrees to apply for such approval for such expenditure to be permitted as part of the Township's Third Round Spending Plan within ten (10) days after the final execution date of this Redevelopment Agreement by all parties, and without regard to whether the Township's Third Round Affordable Housing Plan or Third Round Spending Plan as a whole has been approved

NJDOT APPROVAL

21. The Township and Jaynar acknowledge that in order to construct the Project, Jaynar may need to obtain approval for multiple curb cuts along New Jersey Route 27 from the New Jersey Department of Transportation ("NJDOT"). Any approval granted to Jaynar by the South Brunswick Township Planning Board shall include a condition that Jaynar may, in its sole discretion, commence construction of the Project prior to obtaining NJDOT approval, but that Jaynar may not seek a Certificate of Occupancy for any portion of the Project until all NJDOT approvals are obtained. In no event shall Jaynar be obligated to close title on the Property or commence construction of the Project until the NJDOT approval has been obtained.

ADMINISTRATIVE AGENT SERVICES

22. Jaynar shall contract with a qualified affordable housing administrative agent ("Administrative Agent") for the administration of the affordable units, and shall have the obligation to pay all costs associated with the proper deed restriction and the long-term administration of the affordable housing units in accordance with UHAC and other applicable laws for the Deed-Restriction Period.

23. If Jaynar chooses to utilize the Township's Affordable Housing Office as its Administrative Agent, it shall pay to the Township the then current fees for such services as are established by the Township.
24. If Jaynar chooses to utilize an outside, qualified firm to act as its Administrative Agent, it shall have no obligation to pay to the Township any fees for Administrative Agent services. In such case, Jaynar shall advise the Township's Affordable Housing Office of the name and contact information of the agency providing Administrative Agent services.
25. The Township must approve any outside agency providing Administrative Agent services, which approval shall not be unreasonably withheld, delayed or conditioned.

SANITARY SEWER CAPACITY

26. The parties acknowledge that the Township's sanitary sewer collection system has significant sewer capacity and surcharging issues. As a result, a capacity analysis has been conducted in order to determine if there is adequate conveyance capacity in that portion of the system into which the Project will discharge. The NJDEP's definition of Adequate Conveyance Capacity (N.J.A.C. 7:14A-1.2) includes a provision that "the peak wet weather flow does not result in overflows or discharges from any unpermitted discharge locations." Based upon evaluations of the conditions of certain pipes within the existing system, the Township agrees that a Cured In Place lining of four (4) runs of existing sanitary sewer pipe on Berwick Road (totaling approximately 920 feet), and two (2) runs of existing sanitary sewer pipe on Newman Road (totaling approximately 555 feet), both of which flow to

Pump Station #7, is sufficient to eliminate extraneous flows in an amount at least equal to the Project's anticipated discharge into the system so that additional overflows can be prevented. This may be done either through direct repairs to the system by Jaynar or by payment of Jaynar's pro rata share of the aforesaid system rehabilitation and improvement costs if undertaken by the Township. The Township will advise Jaynar of the estimated total cost of all such improvements, and Jaynar's estimated pro rata share thereof, within thirty (30) days of the date of full execution of this Agreement. Jaynar shall have the right to decide whether it will perform the aforesaid rehabilitation and improvement work or pay its pro rata share, which shall become a condition of its Land Use Approvals.

27. Any easements or right-of-way acquisitions required in order to connect the Project to the Township's Sanitary Sewer System shall be timely obtained by and at the sole cost and expense of Township.

TERMINATION; EXTENSIONS; COMPLETION

28. In the event Jaynar fails to meet the deadlines set forth herein for obtaining all final, unappealable Land Use Approvals and for securing all financing required for the entire Project, either party may terminate the within Agreement upon thirty (30) days written notice to the other party.
29. The Parties may agree to extend the deadlines set forth herein for obtaining all final, unappealable Land Use Approvals and financing, but only upon express written agreement signed by the Parties.
30. In the event the Township fails to adopt an ordinance amending the previously enacted Wilson Farm Redevelopment Plan within one hundred twenty (120) days

of execution of this Redevelopment Agreement, either party may terminate the within Agreement upon thirty (30) days written notice to the other party.

31. In the event that either of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by the other Party for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days, or such reasonable period of time as may be appropriate, the Party for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief.
32. As used in this Redevelopment Agreement, "Certificate of Completion" shall mean written acknowledgement by the Township, in recordable form, that the Redeveloper has completed construction of the Project, or the applicable Project Component, in accordance with the requirements of the Redevelopment Plan and this Redevelopment Agreement and shall be in the form attached hereto as **Exhibit C**. Subject to the execution and recording of any applicable Affordable Housing Deed Restriction, Affordable Housing Agreement, Affordable Housing Mortgage and/or PILOT Agreement(s), upon issuance of an unconditional certificate of

occupancy for the Project or a Project Component, the Township agrees to issue a Certificate of Completion for the Project, or applicable Project Component. The Certificate of Completion shall constitute a recordable conclusive determination of the full satisfaction and termination of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Project or applicable Project Component and that the conditions determined to exist at the time the area was determined to be in need of rehabilitation shall be deemed to no longer exist.

NOTICES

33. Formal notices, demands and communications between Jaynar and the Township shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notices shall be deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

If to Jaynar:

Jaynar Construction, Inc.
c/o Eastern Properties
Attn: A. Joseph Stern
4A Cedar Brook Drive
Cranbury, New Jersey 08512

Jaynar Construction, Inc.
c/o Eastern Properties
Attn: Zev Stern
4A Cedar Brook Drive

If to Township:

Township of South Brunswick
Township Manager
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852

Cranbury, New Jersey 08512

With copies to:

James F. Clarkin III, Esq.
Clarkin & Vignuolo, P.C.
86 Washington Avenue
Milltown, NJ 08850

With copies to:

Donald Sears, Esq.
Township of South Brunswick
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852

BROKER'S FEES

34. The Parties represent and warrant to each other that Bill Barglow of Barglow Commercial Real Estate ("Broker") is the sole broker of record responsible for the procurement of the transaction contemplated herein and that Jaynar shall be responsible to pay Broker its brokerage fee, to be explicitly defined by way of a separate written and executed agreement between Jaynar and Broker. The Parties shall defend, indemnify and hold each other harmless from and against all claims, losses and liabilities incurred by the indemnified party in connection with any claim or demand by any person or entity for any other broker's, finder's or other fee or compensation in connection with the indemnifying party's entry into this Agreement.

ENTIRE AGREEMENT

35. This Redevelopment Agreement constitutes and expresses the entire agreement between the parties in reference to any of the matters or things as herein provided or described and any other promises, representations or circumstances relating thereto are herein merged, except for the promises and representations set forth in any Affordable Housing Deed Restriction, Affordable Housing Agreement,

Affordable Housing Mortgage or PILOT Agreement(s), which shall remain in full force and effect..

36. This Redevelopment Agreement supersedes and replaces the Memorandum of Understanding between Eastern Properties, Inc. and the Township of South Brunswick, dated March 13, 2019, and said Memorandum of Understanding is hereby declared of no further force and effect.

MISCELLANEOUS

37. This Redevelopment Agreement shall be construed and enforced in accordance with the Laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.
38. This Redevelopment Agreement may not be changed or terminated orally, and any amendments shall be in writing and shall be signed by the Parties or their legal representatives.
39. This Redevelopment Agreement was jointly drafted between the Parties and will not be interpreted that one party drafted this Redevelopment Agreement.
40. The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.
41. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval

of this Agreement by the Superior Court (if required), the required Land Use Approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

42. Each party exclusively shall be responsible for all costs that they may incur in obtaining Court approval of this Agreement (if required) and any appeal therefrom, or from obtaining the required Land Use Approvals or the approval of the Affordable Housing Plan or any part thereof, except as is otherwise provided in this Agreement. The Parties shall diligently defend any such challenge.
43. Upon written notice, Jaynar agrees to supply the Township and the Township's Administrative Agent, within 30 days, all documents within its possession that may be reasonably necessary to demonstrate to the Court or any other reviewing agency, entity or body, the creditworthiness of the affordable units.
44. Severability. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
45. Successors Bound. The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement

may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

46. Recording of Agreement. This Agreement shall be recorded in the office of the Middlesex County Clerk. Upon recording of the Certificate of Completion as to the Project or any Project Component, this Agreement shall be deemed to have been fulfilled and of no further force or effect as to the Project or applicable Project Component. Nothing in the Certificate of Completion shall effect the obligations of the parties as set forth in any Affordable Housing Deed Restriction, Affordable Housing Agreement, Affordable Housing Mortgage or PILOT Agreement(s), which shall remain in full force and effect.
47. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
48. Effect of Counterparts. This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.
49. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

50. Necessity of Required Approvals. The Parties recognize that the site plans and subdivision required to implement the Inclusionary Development Project provided in this Agreement, and such other actions as may be required of the Planning Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Township Council, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude Jaynar from appealing any denials of or conditions imposed by the Planning Board in accordance with the Municipal Land Use Law or taking any other action permitted by law, subject to Jaynar's compliance with the terms of this Agreement.
51. Lender Protective Provisions. If Redeveloper obtains construction mortgage financing for the Project or any Component, the lender protective provisions on **Exhibit D** will apply.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Redevelopment Agreement this
6 day of August, 2019.

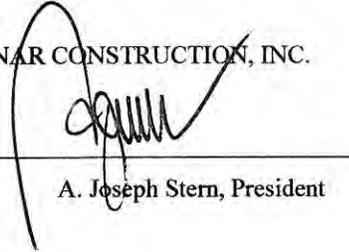
ATTEST:



Zev Stern, Secretary

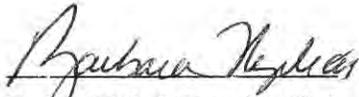
JAYNAR CONSTRUCTION, INC.

By:



A. Joseph Stern, President

TOWNSHIP OF SOUTH BRUNSWICK



Barbara Nyitrai, Township Clerk

By:



Charles Carley, Mayor

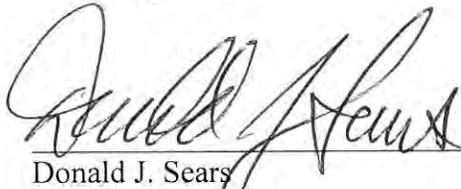
STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on August 6, 2019, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

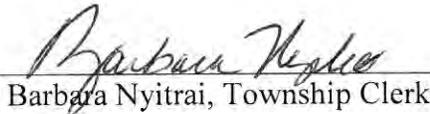
- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Charles Carley, who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On August 6, 2019



Donald J. Sears
An Attorney at Law
In the State of New Jersey



Barbara Nyitrai, Township Clerk

STATE OF NEW JERSEY:

SS

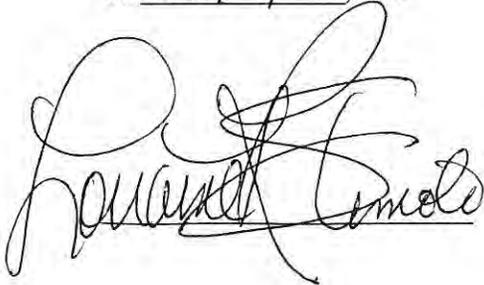
COUNTY OF MIDDLESEX:

I CERTIFY that on AUG 6, 2019, ZEV STERN personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) he is the Secretary of Jaynar Construction, Inc., the corporation named in this document;
- (b) he is the attesting witness to the signing of this document by A. Joseph Stern, who is the President of the Corporation;
- (c) this document was signed and delivered by Jaynar Construction, Inc., as its voluntary act;
- (d) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On AUG 6, 2019

LORRAINE R. STIMOLO
NOTARY PUBLIC OF NEW JERSEY
I.D. NO. 2210639
My Commission Exp. March 9, 2023



Zev Stern, Secretary

EXHIBIT A

CONCEPT PLAN

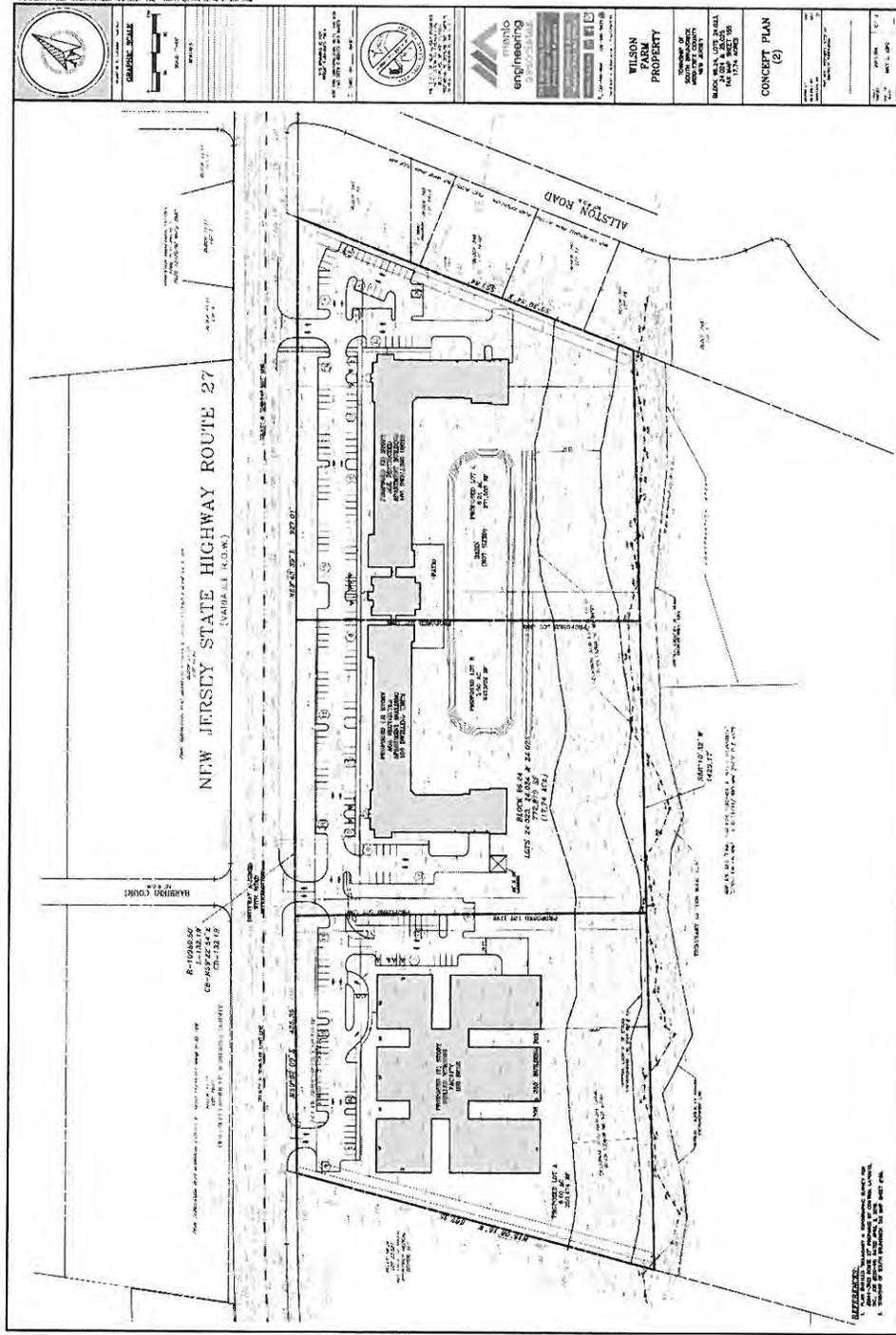


EXHIBIT B

Additional Terms and Conditions of Conveyance

TERMS OF PROPERTY CONVEYANCE

- (a) Investigation Township agrees that Redeveloper and Redeveloper's agents shall have access to and may undertake all such inspections, tests and physical investigations of the Property, including, but not limited to, soil and subsurface conditions of the Property as Redeveloper deems appropriate promptly after the Effective Date. The Township agrees to reasonably cooperate with Redeveloper and Redeveloper's professionals and consultants in making the Property available for such investigations and activities. If Redeveloper determines, after consultation with the Township, that the Property cannot be used for the Project due to the environmental or other physical condition of the Property based on a complete Preliminary Assessment and/or site investigation, and/or that the environmental and other physical condition of the Property will require costs in excess of \$100,000, then, unless Redeveloper and the Township, after good faith discussions, agree upon mutually acceptable modifications to this Redevelopment Agreement, either Party may terminate this Redevelopment Agreement.

The Redeveloper shall use commercially reasonable efforts to complete the physical inspection of the Property, including, but not limited to, the Preliminary Assessment within 120 days following the Effective Date. In the event Redeveloper does not terminate this Redevelopment Agreement within 120 days after the Effective Date (or any extension thereof agreed to by Redeveloper and the Township), the provisions of this Paragraph (a) shall be deemed to have been satisfied or waived by Redeveloper.

- (b) Transfer of Ownership. At Closing, the Township shall tender to the Redeveloper a properly executed Bargain and Sale Deed with Covenant Against Grantor's Acts (the "**Deed**") and an adequate affidavit of title, a properly executed Affidavit of Consideration or Exemption, a true copy of the resolution of the Township authorizing the sale and conveyance, and such other documentation as may reasonably be requested by Redeveloper's title insurance company. The Deed will contain a limited right of reverter to the Township, which the Township may but is not obligated to exercise in the event this Redevelopment Agreement is terminated by reason of an event of default beyond applicable notice and cure periods attributable to Redeveloper's acts or omissions after conveyance of the Property to Redeveloper and prior to Completion of the Affordable Housing Component. Such right of reverter shall be exercised only upon 90 Days prior written notice to Redeveloper without the default having been cured, and shall be subordinate to any mortgage on the Property. Upon issuance of a certificate of occupancy or a certificate of completion for the Affordable Housing Component, the reverter shall be automatically deemed to have been terminated and of no further force or effect.
- (c) Affordable Housing Restrictive Documents. At Closing, Redeveloper and Township shall execute in recordable form an Affordable Housing Deed Restriction, Affordable Housing

Agreement and Affordable Housing Second Mortgage, which shall be in form and content acceptable to Redeveloper and Township. Said documents shall be recorded with the Middlesex County Clerk and act as a lien on the AH Property for as long as the housing units remain affordable housing.

- (d) Title. The Township shall transfer and convey to the Redeveloper good and marketable title to the Property, defined for purposes of this Redevelopment Agreement as insurable by a title insurance company licensed to do business in the State free of all liens, claims and rights of others, except for: (i) normal utility easements servicing the Property which do not materially interfere with Redeveloper's intended use thereof, or the development, construction or operation of the Project or (ii) Permitted Exceptions, as hereinafter defined. Immediately following the Effective Date, Redeveloper shall order a title report and title insurance commitment (the "**Title Commitment**"). Redeveloper shall provide the Township with a copy of the Title Commitment and shall notify the Township in writing of any objection to title promptly following the Redeveloper's receipt of the the Title Commitment. Any exceptions or encumbrances deemed acceptable by, or not objected to by Redeveloper, shall be "**Permitted Exceptions**". In the event Redeveloper does raise title objections, the Township shall have 30 Days from the date of receipt of Redeveloper's written objections in which to decide whether to remedy the title defect(s) identified in such objection; provided that in the case of liens or other unpermitted exceptions outstanding against the Property as of the Closing Date and which involve only the payment of money ("Monetary Liens"), the Township shall pay and satisfy such liens at or before Closing. If the Township does undertake to remedy the title defect(s) (other than Monetary Liens) the Township shall be entitled to postpone the Closing Date for a reasonable period of time in order to effectuate such remedy. In the event the Township is unable to remedy such title defect(s), then Redeveloper may either waive the objection and proceed to Closing, accepting title with such title defect(s) or terminate this Redevelopment Agreement, in which case this Redevelopment Agreement shall terminate, and Redeveloper's designation as Redeveloper shall simultaneously and automatically terminate.
- (e) No Violations. Seller shall cause the Property to be in compliance with all applicable laws, including, but not limited to, environmental laws prior to Closing.
- (f) Physical Condition of the Property. (i) The Property is being sold to Redeveloper in "**AS IS**" condition, except as otherwise provided in this Agreement.. Redeveloper recognizes and acknowledges that the Township is making no representation or warranty as to the condition of the Property or its fitness for Redeveloper's intended use. At Closing the Township shall deliver possession of the Property vacant and free from tenants, occupants or parties in possession, in the same condition as it is on the date of this Redevelopment Agreement, deterioration from ordinary and reasonable usage and exposure to the elements excepted.
- (g) Access Conditions. Redeveloper shall provide to the Township evidence of insurance coverage in types and amounts reasonably acceptable to Township, prior to gaining access to the Property or conducting any tests or investigations thereon. All such insurance policies shall name the Township as an additional insured. Redeveloper agrees to

indemnify and hold the Township harmless against all damages, liability, claims, costs, expenses (including reasonable attorneys' fees) and judgments incurred by or asserted against the Township or the Property arising out of or in connection with Redeveloper's due diligence activities at or on the Property, excluding, however, liability, claims, costs, or expenses arising out of existing violations of Applicable Laws identified or discovered at the Property during the course of Redeveloper's investigations but not caused by Redeveloper. Redeveloper shall further be responsible for restoring the Property following any intrusive testing, sampling or similar activity. Redeveloper's obligations under this Section shall survive delivery of the Deed or any termination of this Redevelopment Agreement.

- (h) Building and Zoning Laws. The Property is being sold subject to the Redevelopment Plan and applicable building and zoning laws.
- (i) Risk of Loss. Except as otherwise provided above with respect to Redeveloper's activities and investigations, if any, the Township is responsible for any damage or loss to the Property, except for normal wear and tear, until Closing.
- (j) Redeveloper Designees. Redeveloper shall have the right to require the AH Property and the LTC Property to be conveyed to designees affiliated with Redeveloper in order for each property to be separately owned and developed by affiliated urban renewal entities.
- (k) Non-Foreign Affidavit. The Township shall provide to the Redeveloper at Closing an adequate Non-Foreign Affidavit stating the inapplicability of 26 U.S.C. § 1445 to the sale of the Property.
- (l) Form 1099-B Filing. In compliance with the requirements of the Internal Revenue Code, the Redeveloper's attorney is responsible for collecting certain information from the Township necessary to complete and file Form 1099-B with the Internal Revenue Service. The Township agrees to supply all necessary information to the Redeveloper's attorney in order to facilitate such filing.
- (m) Closing Prorations. To the extent applicable, the following adjustments are to be made at the Closing as of 12:00 midnight of the Day preceding the Closing Date as may be applicable: (i) water charges; (ii) sewer rents; (iii) gas; (iv) electric; (v) fuel (at the Township's cost therefore); and (vi) any other items which shall be appropriate for adjustment under local closing standards and practices.
- (n) Additional Documents. As reasonably requested by Redeveloper, and at no cost to the Township, the Township shall provide Redeveloper with documents in its possession relating to the condition of the Property including, but not necessarily limited to, surveys, title work or environmental reports in its possession as of the Effective Date, excluding any privileged documents.
- (o) Conditions Precedent to Obligations of Redeveloper. The obligation of Redeveloper to close title hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Redeveloper in its sole discretion:

(a) Township shall have delivered to Redeveloper all of the items required to be delivered to Redeveloper pursuant to this Redevelopment Agreement.

(b) Title to the Property shall be in compliance with the requirements of this Redevelopment Agreement.

(c) All of the representations and warranties of Township contained in this Redevelopment Agreement shall be true and correct in all material respects as of the Closing Date.

(d) Township shall have performed and observed, in all material respects, all covenants and agreements of this Redevelopment Agreement to be performed and observed by Township as of the Closing Date.

(e) Redeveloper shall have received all Development Approvals (including, but not limited to, NJDOT approval and Building Permits) required for the construction, development and use of the Property in accordance with this Redevelopment Agreement, on terms and conditions reasonably satisfactory to Redeveloper, and all of such Governmental Approvals shall be final, with all appeal periods expired without the filing of any appeal or if any appeal is filed, such appeal has been finally resolved on terms reasonably satisfactory to Redeveloper.

(f) Township and Redeveloper (and/or Redeveloper's designees) shall have executed financial agreements pursuant to N.J.S.A. 40A:20-1 et seq. for the AH Property and the LTC Property, respectively, each of which remains in full force and effect.

(g) There shall be no litigation pending or threatened related to the designation of the Property as a Redevelopment Area, or otherwise related or with respect to this Redevelopment Agreement, the Financial Agreement, any Development Approval or the Project.

(h) The conditions set forth in Paragraphs 18, 20 and 27 of the Redevelopment Agreement shall have been satisfied.

EXHIBIT C

CERTIFICATE OF COMPLETION

RECORD AND RETURN TO:

CERTIFICATE OF COMPLETION FOR BLOCK _____, LOT _____
(_____ COMPONENT)

WHEREAS, the Township of South Brunswick (the “Township”) and Jaynar Construction, Inc. (“Original Redeveloper”) entered into a Redevelopment Agreement dated _____, _____ (the “Redevelopment Agreement”) for a Project comprised of two (2) components, the Affordable Housing Component and the Long Term Care Component, as more fully described in the Redevelopment Agreement; and

WHEREAS, any terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement was recorded in the Middlesex County Clerk’s Office at Deed Book _____, Page _____; and

WHEREAS, Original Redeveloper transferred the _____ Property, commonly known as Tax Map Block _____, Lot _____ to its affiliate, _____ Urban Renewal Entity, LLC, (“Redeveloper”) which assumed the obligations of Original Redeveloper under the Redevelopment Agreement with respect to the _____ Component; and

WHEREAS, Redeveloper has completed the _____ Component and has received an unconditional certificate of occupancy for the _____ Component; and

NOW, THEREFORE, in consideration of all of the aforesaid, and with the incorporation of each WHEREAS clause above into this Certificate, the Township hereby issues this Certificate of Completion with regard to the redevelopment of the _____ Component.

1. Certificate of Completion: This Certificate of Completion constitutes conclusive evidence that the Redeveloper has satisfied all of the agreements and covenants, and performed all of its duties and obligations under the Redevelopment Agreement, as to the _____ Component and further, that the _____ Property has been redeveloped in accordance with the terms of the Redevelopment Agreement; and that:

(a) any successor owner of the Property or any party leasing or financing the Property shall not incur any obligation with respect to any redevelopment or any additional improvements upon the Property; and

(b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment or rehabilitation are deemed to no longer exist.

2. Affordable Housing Restrictions [applicable only the Affordable Housing Component and Affordable Housing Property]: Nothing contained in this Certificate of Completion shall relieve Redeveloper, its successors and/or assigns, of any obligations set forth in Affordable Housing Deed Restriction, Affordable Housing Agreement, Affordable Housing Second Mortgage and/or PILOT Agreement(s) related to the ownership, administration and/or management of the Affordable Housing Property.

3. Recording: This Certificate shall be recorded promptly by Redeveloper, at the sole cost of Redeveloper.

[Remainder of this page left intentionally blank; Signatures on the following page.]

IN WITNESS WHEREOF, the Township has caused this Certificate of Completion to be duly executed in its name and on its behalf on this _____ day of _____, 20____.

ATTEST:

TOWNSHIP OF SOUTH BRUNSWICK

[Signature Page for Certificate of Completion]

STATE OF NEW JERSEY)

ss:

COUNTY OF MIDDLESEX)

I CERTIFY that on _____, 20__, _____, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Township of South Brunswick, named in this document;
- (b) this person is the attesting witness to the execution of this document by the proper Township of South Brunswick official who is _____, Mayor;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township of South Brunswick; and
- (d) this person signed this proof to attest to the truth of these facts.

Name:

Signed and sworn to before me
on _____, 20__.

Notary Public

EXHIBIT D

LENDER PROTECTIVE PROVISIONS

1. No Termination for Mortgage Default. This Redevelopment Agreement, as an arrangement made by a governmental body pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the Project, as though such default or foreclosure had not occurred, except as specifically *provided* herein.

2. Cooperation. To the extent reasonably requested by Redeveloper or the holder of any mortgage encumbering the Project or any Component (such mortgage holder referred to herein as a "Holder"), the Township shall execute an estoppel certificate, recognition agreement, attornment agreement and or such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Town) as may be requested or required by any Holder; *provided, however*, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of Redeveloper or the Township under this Redevelopment Agreement.

3. Notice of Default to Holder and Right to Cure. Whenever the Township shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Holder a copy of such notice or demand, *provided* that Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall have the right at its option within 90 Days after the receipt of such notice, to cure or remedy, or to commence to cure or remedy, any such default which is subject to being so cured.

4. No Guarantee of Development, Construction or Completion of the Project. A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to develop, construct or complete the Project (or portion to which its mortgage relates), or to guarantee such development, construction or completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Notwithstanding the foregoing, nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the development, construction or completion of the Project, or portion to which its mortgage relates (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made), without the Holder first having expressly assumed Redeveloper's obligations to the Township going forward from and after the date of such assumption with respect to the Project (or portion to which its mortgage relates) by written agreement satisfactory to Township and the Holder, and subject to the transfer provisions of redevelopment rights set forth herein in Article 8.

5. Foreclosure. If a Holder forecloses its mortgage secured by the Property (or portion to which its mortgage relates), or takes title to the Property (or portion to which its mortgage relates) by deed-in-lieu of foreclosure or similar transaction (collectively a "**Foreclosure**"), the Holder shall have the option to either (a) sell the Property and the Project to

a responsible person reasonably acceptable to the Township (a "Person"), which Person shall assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law after approval by the Township, and/or (b) assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law with the approval of the Township which shall not be unreasonably withheld, conditioned or delayed. In the event of a Foreclosure, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. In furtherance of the foregoing, the Holder, or the Person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in the manner provided in this Redevelopment Agreement, but subject to reasonable extensions of any Project time periods under the Redevelopment Agreement, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or Person assuming such obligations of Redeveloper, properly completing the Project, or any Project Component, shall be entitled to Certificates of Completion in accordance herewith. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements consistent with the Land Use Approvals and this Redevelopment Agreement.

6. Lender Changes. If Redeveloper's lender requires a change in the terms of this Redevelopment Agreement, the Township shall reasonably cooperate with Redeveloper in approving and implementing such change, so long as such change does not materially increase the Township's obligations or materially decrease the Township's rights as set forth in the Redevelopment Agreement, or materially change the Concept Plan. In addition, the Township agrees to enter into such agreement as Redeveloper's lender (or its equity participants) may reasonably require *provided* that such agreement shall not materially increase the Township's obligations or decrease Township's rights in connection with this Redevelopment Agreement, or materially change the Concept Plan.

3. WILSON FARM REDEVELOPMENT TIMELINE

Township of South Brunswick, Middlesex County
3614-3668 Route 27 (Wilson Farm)

Timeline for the construction of the affordable senior rental housing as part of the overall redevelopment project

July 30, 2019

Senior Affordable Rental Units, 127 units

Adopt Ordinance Amending Wilson Farm Redevelopment Plan	September 2019
Site Plan Application	December 2019
Project Financing	2019/2020
Notification of Financing	2020
Selection of Contractor and Construction Commencement	March 2020
Begin Marketing / Leasing	December 2021
Construction Completion	March 2022
Complete Leasing	June 2022

4. RPM INCLUSIONARY ZONING ORDINANCES



South Brunswick Township

540 Ridge Road
Monmouth Junction, NJ 08852

ORDINANCE 2019-10

A

**Amending and Supplementing Chapter 62, Land Use,
Creating the AH II (Mixed Income/100% Affordable Housing)
Overlay Zone (Amended 5/14/2019)**

WHEREAS, every municipality in the State of New Jersey has a constitutional obligation to provide a realistic opportunity for development of its fair share of affordable housing; and

WHEREAS, the Township of South Brunswick has consistently voluntarily complied with its affordable housing obligations and wishes to continue to do so through reasonable zoning and land use policies and ordinances that provide for the development of its fair share of affordable housing in a manner that promotes a wide range of housing types and styles, with correspondingly appropriate and reasonable densities and affordable housing set-asides; and

WHEREAS, it is appropriate to create the AH II, Mixed Income/100% Affordable Housing Overlay Zone standards that establish the presumptive density and corresponding set-aside of mixed income and 100% affordable housing developments;

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

I. Chapter 62, Land Use, of the South Brunswick Code, shall be and is hereby amended and supplemented, with additions in underline and deletions in strikethrough:

Article I. General.

Section 62-3. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings indicated in this section, except where the context clearly indicates a different meaning:

100% Affordable Housing Development means an affordable housing development, whether privately funded or funded through public means, where 100% of the total units within the development are set aside for very-low, low- and moderate-income households. One unit in each building within a 100% affordable housing development may be reserved for use by a site superintendent or maintenance supervisor.

Mixed Income Affordable Housing Development means an affordable housing development that receives an award of Low Income Housing Tax Credits from the New Jersey Housing and Mortgage Finance Agency where 55% of the total units within the development are set aside for very-low, low- and moderate-income households.

Article IV. Zoning.

Subdivision XIX (A)

AH Affordable Housing District

Section 62-1040 - ~~62-1070~~ 1049. Reserved.

Subdivision XIX (B)

AH II. Mixed Income/100% Affordable Housing Overlay Zone

Section 62-1050 - Purpose

The purpose of the AH II, Mixed Income/100% Affordable Housing Overlay Zone, is to provide standards and requirements for mixed income and 100% affordable housing developments that establish the presumptive density and corresponding set-aside of mixed income affordable housing developments, but that also permit 100% affordable housing developments so as to maximize the realistic opportunity for and to encourage the construction of very-low, low- and moderate-income housing, in conjunction with the Township's promulgated housing plans, policies and legal directives.

Section 62-1051 - Intended as Overlay Zone; No Supersession of Underlying Ordinance Requirements

The requirements set forth in the AH II Mixed Income/100% Affordable Housing Overlay Zone shall be an overlay zone, complimenting the applicable provisions of the South Brunswick Land Use Code, Chapter 62. In those instances where the AH II Mixed Income/100% Affordable Housing Overlay Zone differs from the existing Zoning Ordinance, the Overlay Zone shall govern. In those instances where the AH II Mixed Income/100% Affordable Housing Overlay Zone is silent as to zone and design guidelines, the existing zoning standards shall apply unless a waiver of any of the zoning standards or design guidelines is granted by the South Brunswick Planning Board as part of a Site Plan Approval.

Section 62-1052 - Permitted Uses

In the AH II, Mixed Income/100% Affordable Housing Overlay Zone, no building, structure or premises shall be used and no building or structure shall be erected or structurally altered except for the following uses:

- (1) Multi-family mixed income affordable housing developments where at least 55% of the units are affordable to very-low, low- and moderate income households in attached dwelling, semi-attached dwelling or multi-family dwelling formats.
- (2) Family housing and/or supportive housing facilities where 100% of the units are affordable to very-low, low- and moderate income households.

(3) Public utilities and infrastructure.

Section 62-1053 - Uses permitted as conditional uses.

Uses permitted as conditional uses in the AH II zone shall be subject to Planning Board approval under N.J.S.A. 40:55D-67. Provisions and performance standards for conditional uses shall apply, as specified in this chapter. The following uses shall be permitted as conditional uses:

- (1) Community buildings, community spaces within multi-family buildings or activities of a quasipublic, social or fraternal character.

Section 62-1054 - Permitted Accessory Uses

Any accessory use on the same lot customary and incidental to the principal use on the lot shall be a permitted accessory use, including, but not limited to:

- (1) Private garages.
- (2) Community swimming pools, tennis courts, basketball courts, tot lots, volley ball courts and other recreational amenities.
- (3) Gazebos, trellises, arbors, pergolas, decks, patios, gardens and landscaped areas including fountains, ponds and other water features.
- (4) A clubhouse and clubhouse-like spaces within multi-family buildings, including, but not limited to: a fitness center; multi-purpose rooms, wellness center; leasing office; entertainment center; meeting rooms; resident food and beverage area; and business center.
- (5) Maintenance and storage buildings.
- (6) Signs, as regulated in this chapter.
- (7) Fences and walls, as regulated in this chapter.

Section 62-1055 - Maximum Density and Set Aside Requirements

The density and affordable housing set-aside required for any development in the AH II zone shall be as follows and said densities can be applicable within parcels of the same project:

- (1) For mixed income developments with a 55% affordable housing set aside, the maximum permitted density shall be 18 units/acre.
- (2) For 100% affordable housing developments, the maximum permitted density shall be 20 units/acre.

Section 62-1056 - Affordable Housing Standards

- (1) Pursuant to the Uniform Housing Affordability Controls (“UHAC”), the affordable units shall be restricted to eligible very-low, low and moderate income households for a minimum of thirty (30) years from the date of their initial occupancy (“Deed-Restriction Period”).
- (2) a. at least 13% of the affordable units shall be affordable to very-low income households, defined as those households earning 30 percent or less of the regional median income;
 b. at least 37% of the affordable units shall be affordable to low-income households, defined as those households earning between 30 percent and 50 percent of the regional median income; and
 c. up to 50% of the affordable units may be affordable to moderate-income households, defined as those households earning between 50 percent and 80 percent of the regional median income.
- (3) All rental affordable units shall comply with the UHAC regulations with regards to the pricing of rents associated with very-low, low- and moderate-income units pursuant to N.J.A.C. 5:80-26.3(d) (with one exception that very-low income units shall be provided for households at 30% or less of median income and pursuant to N.J.A.C. 5:80-26.12.
- (4) The affordable units shall comply with the phasing of market housing and affordable housing pursuant to N.J.A.C. 5:93-5.6(d), and in accordance with the following schedule:

<u>Minimum Percentage of Low and Moderate Income Units Completed</u>	<u>Percentage of Market Rate Housing Units Completed</u>
<u>0</u>	<u>25</u>
<u>10</u>	<u>25 + 1 unit</u>
<u>50</u>	<u>50</u>
<u>75</u>	<u>75</u>
<u>100</u>	<u>90</u>
	<u>100</u>

- (5) The affordable units shall comply with the UHAC bedroom distribution requirements, N.J.A.C. 5:80-26.3(b), as follows:
 - a. The combined number of efficiency and one-bedroom units is no greater than 20 percent of the total low- and moderate-income units;
 - b. At least 30 percent of all low- and moderate-income units are two bedroom units;

- c. At least 20 percent of all low- and moderate-income units are three bedroom units; and
 - d. The remainder, if any, may be allocated at the discretion of the developer as two or three bedroom units.
- (6) The affordable units shall be reasonably dispersed throughout the inclusionary mixed income development.
- (7) The affordable units shall utilize the same heating sources as the market units within the inclusionary mixed income development.
- (8) With regard to ADA compliance, all low and moderate income housing provided as townhouses or multistory dwelling units shall comply with N.J.A.C. 5:97-3.14.
- (9) The cost of amenities shall be included within the maximum housing fees permitted by the UHAC regulations.
- (10) The developer shall contract with an experienced administrative agent as per the UHAC regulations (N.J.A.C. 5:80-26.14).
- (11) The affordable units shall comply with the UHAC regulations with regards to affirmative marketing per N.J.A.C. 5:80-26.15.

Section 62-1057 - Bulk Standards

Height, area and yard requirements are as specified herein:

- (1) Minimum lot area: 9 acres
- (2) Minimum required yard depth:
 - a. Principal building:
 - i. Minimum front yard: 25 feet
 - ii. Minimum each side yard: 50 feet
 - iii. Minimum rear yard: 50 feet
 - b. Accessory building:
 - i. Minimum side yard: 20 feet
 - ii. Minimum rear yard: 20 feet
- (3) Maximum building height shall be 3 stories and 51 feet, except as regulated by the height exception provision of Section 62-2341 of this chapter
- (4) Maximum percent of lot coverage by all buildings inclusive of accessory buildings: 50%

(5) Maximum percent of lot coverage by all buildings and pavement: 75%

(6) Minimum distance between buildings: 50 feet.

(7) Multiple principal buildings and multiple principal uses shall be allowed on a single lot

Section 62-1058 - Off-Street Parking Requirements

(1) Unless otherwise stated to the contrary, the parking standards of the Residential Site Improvement Standards shall apply. However, the Planning Board may grant a de minimis exception to such standards upon a showing that the proposed parking plan is sufficient to serve the parking needs of the particular use and site, including but not limited to such factors as household characteristics, availability of mass transit, location of site and available off-site parking resources. In all cases, a minimum of 1.5 spaces for one-bedroom units and 1.75 spaces for two and three-bedroom units shall be provided.

(2) Off-street parking spaces may be located in the front, side and rear yards; provided, however that no parking space be nearer than fifteen (15) feet to any street lot line, front of a building or any property line, except property lines created pursuant to Sec. 62-1065.

(3) Parking Stall and Aisle dimensions:

a. Parking stall dimensions shall be nine (9') feet wide and eighteen (18') feet deep.

b. Parking aisle width shall be twenty four (24') feet.

(4) All other parking lot design, screening, and lighting standards found in the Township's Parking, Lighting and Landscaping Ordinance(s) shall apply.

Section 62-1059 - Signage

(1) One (1) freestanding sign shall be permitted at the tract entrance and one (1) freestanding sign shall be permitted per residential development, which shall be no greater than five (5) feet high and shall have a sign area no greater than fifty (50) square feet.

(2) Minimum sign setback to property lines shall be 15'.

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

Section 62-1060 - Landscaping Plan and Buffering

(1) 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.

(2) A landscaped buffer area shall be required where development abuts any non-residential use or single-family detached use or zoning district.

Section 62-1061 - Pedestrian Access

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

Section 62-1062 - Architectural Design Standards for Multi-Family Housing

Development shall conform to the architectural design standards listed in the Township of South Brunswick Land Development Ordinance subsection §62-206(4) for townhouse or semi-attached dwellings or §62-206(5) for multi-family dwellings.

Section 62-1063 - Solid Waste & Recycling

- (1) Each residential building shall be designed to provide for adequate storage of solid waste disposal, including provisions for recycled materials.
- (2) All areas for solid waste and recycling collection shall be located within buildings or in outdoor screened areas.
- (3) 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.
- (4) Signage, automatic closing gates, and roof enclosures should be considered.
- (5) Development plans shall show the ability of a trash vehicle to service these enclosures.

Section 62-1064 - Snow Management

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.

Section 62-1065 - Parcel Division for Diverse Title or Other Financial Condition

Following or concurrent with an application for site plan approval, a developer may seek subdivision approval to divide a development into two (2) 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 (5) lots created with the proposed subdivision.
- (2) All buildings, parking lots, amenities and utilities will be accessible via a system of cross-access easements 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 company 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 the express consent of the Township during the minimum thirty-year period of controls.
- (4) All building exteriors and grounds must maintain a common, unified appearance, with no new development signs permitted.

Section 62-1066 - 62-1070. Reserved.

III. A copy of the zoning map is available for public inspection in the office of the Township Clerk, 540 Ridge Road, Monmouth Junction, NJ 08852 during normal business hours.

IV. The Township Clerk is hereby directed to give notice at least ten (10) days prior to the hearing on the adoption of this ordinance to the Middlesex County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon the adoption of this ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the ordinance as finally adopted with the Middlesex County Planning Board as required by N.J.S.A. 40:55D-16 and with the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

V. This ordinance shall become effective twenty (20) days after its final passage and upon filing with the Middlesex County Planning Board.

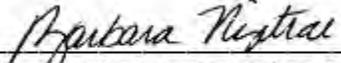
The above ordinance was introduced and passed on first reading at a meeting of the Township Council of the Township of South Brunswick held on April 23, 2019, was considered on second reading and amended at a meeting of the Township Council of the Township of South Brunswick on May 14, 2019, and will be considered on final reading at a meeting of the Township Council of the Township of South Brunswick to be held at the Municipal Building, Monmouth Junction, New Jersey, at 6:00 p.m. on May 28, 2019, at which time and place any person having an interest therein will be given an opportunity to be heard.

History:

04/09/19	Township Council	MOVE FORWARD	Next: 04/23/19
04/23/19	Township Council	INTRODUCED	Next: 05/14/19
05/14/19	Township Council	TABLED	Next: 05/28/19

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josephine "Jo" Hochman, Councilwoman
SECONDER:	Archana "Ann" Grover, Councilwoman
AYES:	Joseph Camarota, Archana "Ann" Grover, Josephine "Jo" Hochman
ABSENT:	Ken Bierman, Charlie Carley

This is to certify that the foregoing is a true copy of an ordinance Adopted at the South Brunswick Township Council meeting held on May 28, 2019.



Barbara Nyitrai, Township Clerk



South Brunswick Township

540 Ridge Road
Monmouth Junction, NJ 08852

ORDINANCE 2019-11

Rezoning Property Located at 211 Henderson Road (Block 90.03, Lot 12.011) by Application of the AH II Mixed Income/100% Affordable Housing Overlay Zone Standards

WHEREAS, the Township of South Brunswick has consistently voluntarily complied with its affordable housing obligations and wishes to continue to do so through reasonable zoning and land use policies and ordinances that provide for the development of its fair share of affordable housing in a manner that promotes a wide range of housing types and styles, with correspondingly appropriate and reasonable densities and affordable housing set-asides; and

WHEREAS, the Township has established the AH II (Mixed Income/100% Affordable Housing) Overlay Zone, the purpose of which is to provide standards and requirements for mixed income and 100% affordable housing developments that establish the presumptive density and corresponding set-aside of mixed income affordable housing developments, but that also permit 100% affordable housing developments so as to maximize the realistic opportunity for and to encourage the construction of very-low, low- and moderate-income housing, in conjunction with the Township's promulgated housing plans, policies and legal directives; and

WHEREAS, the Township Council referred to the Planning Board the question of whether property located at 211 Henderson Road (Block 90.03, Lot 12.011) should have the zone standards contained in the AH II Overlay Zone applied to it; and

WHEREAS, the Planning Board reviewed this property and determined at a meeting on April 17, 2019, to amend the Master Plan by way of a Master Plan Amendment to reflect the application of the AH II Overlay Zone standards to this property such that the application of the AH II Overlay Zone to this property would be consistent with the Master Plan; and

WHEREAS, the Planning Board has recommended to the Township Council that the AH II Overlay Zone standards be applied to this property at this time; and

WHEREAS, after reviewing the recommendations of the Planning Board and the reasons for the rezoning, the Township Council finds that it is in the best interests of the Township to apply the AH II (Mixed Income/100% Affordable Housing) Overlay Zone standards to the property located at 211 Henderson Road (Block 90.03, Lot 12.011) at this time;

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey that:

1. The zoning map of the Township of South Brunswick shall be and is hereby amended to apply the AH II (Mixed Income/100% Affordable Housing) Overlay Zone standards to the property located at 211 Henderson Road (Block 90.03, Lot 12.011).
2. A copy of the zoning map is available for public inspection in the office of the

Township Clerk, 540 Ridge Road, Monmouth Junction, NJ 08852 during normal business hours.

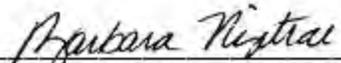
3. The Township Clerk is hereby directed to give notice at least ten (10) days prior to the hearing on the adoption of this ordinance to the Middlesex County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon the adoption of this ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the ordinance as finally adopted with the Middlesex County Planning Board as required by N.J.S.A. 40:55D-16 and with the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.
4. This ordinance shall become effective twenty (20) days after its final passage and upon filing with the Middlesex County Planning Board, contingent upon the final passage and adoption of Ordinance 2019-10.

The above ordinance was introduced and passed on first reading at a meeting of the Township Council of the Township of South Brunswick held on April 23, 2019, was considered on second reading and tabled at a meeting of the Township Council of the Township of South Brunswick held on May 14, 2019, and will be considered on final reading at a meeting of the Township Council of the Township of South Brunswick to be held at the Municipal Building, Monmouth Junction, New Jersey, at 6:00 p.m. on May 28, 2019, at which time and place any person having an interest therein will be given an opportunity to be heard.

History:			
04/09/19	Township Council	MOVE FORWARD	Next: 04/23/19
04/23/19	Township Council	INTRODUCED	Next: 05/14/19
05/14/19	Township Council	TABLED	Next: 05/28/19

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josephine "Jo" Hochman, Councilwoman
SECONDER:	Archana "Ann" Grover, Councilwoman
AYES:	Joseph Camarota, Archana "Ann" Grover, Josephine "Jo" Hochman
ABSENT:	Ken Bierman, Charlie Carley

This is to certify that the foregoing is a true copy of an ordinance Adopted at the South Brunswick Township Council meeting held on May 28, 2019.


 Barbara Nyitrai, Township Clerk

5. DUNGARVIN GROUP HOME DEED

Record and return to:
Township of South Brunswick
P.O. Box 190
Monmouth Junction, NJ 08852

Prepared by:
Donald J. Sears, Esq.

MANDATORY DEED RESTRICTION FOR A
GROUP HOME RENTAL PROJECT

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY
WITH RESTRICTIONS ON RESALE, RENTAL INCREASES
AND REFINANCING**

To Group Home Rental Property
With Covenants Restricting Ownership, Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION is made on the 6th day of June, 2019 by

and between

The Chimes, a Non-Profit Corporation in the State of Maryland, having its principal office at 4815 Seton Drive, Baltimore, MD 21215 (Grantor and/or Owner) and

The Chimes, a Non-Profit Corporation in the State of Maryland, having its principal office at 4815 Seton Drive, Baltimore, MD 21215 (Grantee and/or Owner).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of South Brunswick Township, County of Middlesex, State of New Jersey, and described more specifically as Block No 340, Lot No 2, and known by the street address:

The property is commonly known as 30 Cranston Road, Kendall Park, NJ 08824

As more particularly described in Schedule A

Being the same premises conveyed to the Grantor herein from Lloyd R. Halperin and Alice Halperin, husband and wife dated November 18, 1999, and recorded in the Middlesex County Clerk's Office in Deed Book 4725, Page 320.

Article 3. Purpose

The purpose of this Deed is to impose the affordability controls for a period of restriction at least thirty (30) years from November 18, 2019 to November 18, 2049.

Article 4. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property that would prohibit or interfere with the imposition of affordability controls contained herein.

Article 5. Affordable Housing Covenants, Controls and Restrictions

The following covenants, controls and restrictions (the "Covenants") shall run with the land for the period of time set forth in Article 3 (the "Control Period"), commencing upon the earlier of the date hereof or the date on which the first certified household occupies the affected unit, and shall expire as determined under the Uniform Controls, as defined below, and/or as set forth herein.

Owner agrees that the sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the Control Period, as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided herein and/or in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, the Property shall remain subject to the requirements of this subchapter, for the duration of the "Control Period," or until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

- A. The Property shall be used solely for the purpose of providing dwelling units for very-low, low-and/or moderate-income individuals with developmental disabilities, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who is not qualified to reside in such dwelling units. So long as any dwelling unit remains within its Control Period, sale of the Property and rental of any such unit must be expressly subject to these Deed Restrictions, deeds of conveyance and lease agreements must have these Deed Restrictions appended thereto, and no sale or lease of the Property or any such units shall be lawful, unless approved in advance and in writing by the Administrative Agent of the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of the affected units except as may be required by HUD or the New Jersey Division of Developmental Disabilities, and any improvements to the Property or the affected units must be approved in advance and in writing by the Administrative Agent of the Municipality.
- D. The Owner shall notify the Administrative Agent of the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent of the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 6. Foreclosure

A. The Covenants, terms and restrictions set forth herein shall not be terminated in the event of a Judgment of Foreclosure on the Property.

B. The Covenants, terms and restrictions set forth herein shall be subordinated only to the First Purchase Money Mortgage lien on the 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 Property.

C. An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Property from the provisions and restrictions of this instrument.

D. Any financing instruments, loan documents, private property or personal property loans or other liens affecting the Property that are subject to the Covenants, terms and restrictions set forth herein shall be subordinate to this Deed Restriction.

Article 7. Remedies for Breach of Affordable Housing Covenants

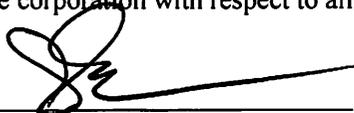
A breach of the Covenants will cause irreparable harm to the Administrative Agent of the Municipality, to the Municipality itself and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1, et seq., and the obligation for the provision of very-low, low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent of the Municipality and the Municipality itself shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Administrative Agent of the Municipality and the Municipality itself shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.



Signed, sealed and delivered in the presence of or attested by:

_____ [seal]

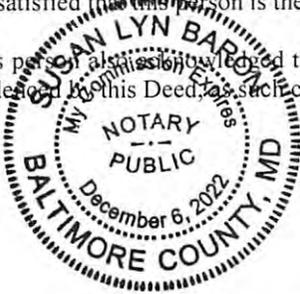
_____ [seal]

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

Maryland
State of New Jersey, County of Baltimore

I am either (check one) a Notary Public or a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 6th day of June, 2019, Stephen Dare appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is One Dollar (\$1.00).



[Signature]
Officer's signature: Sign above, and print stamp or type name below

CORPORATE PROOF BY SUBSCRIBING WITNESS

Maryland
State of New Jersey, County of Baltimore

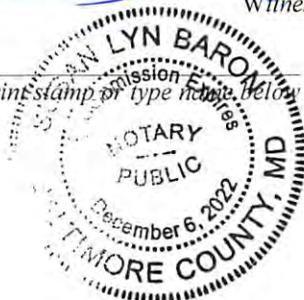
I am either (check one) a Notary Public or a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 6th day of June, 2019, Stephen Dare (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the Shelly Sheffer secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Stephen Dare, the officer who signed this Deed is the (title) CEO of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is One Dollar (\$1.00).

Sworn and signed before me on the date above written:

[Signature]
Officer's signature: Sign above, and print stamp or type name below



6. UPDATED AFFORDABLE HOUSING ORDINANCE

Ordinance No. _____
Affordable Housing Ordinance Update Summary
Township of South Brunswick, Middlesex County

The following changes have been applied to Ordinance No. _____ which repeals and replaces Division 14 “Affordable Housing” of the Township of South Brunswick which addresses the requirements of the Fair Housing Act and the Uniform Housing Affordability Controls (UHAC) regarding compliance with the Township’s affordable housing obligations.

...

Section 15-3 Monitoring and Reporting Requirements

...

1. **By each anniversary of the entering of the final judgment of repose, ¶the Township shall post on its website, with a copy provided to Fair Share Housing Center (“FSHC”), provide annual-reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (“NJDCA”), Council on Affordable Housing (“COAH”), or other entity designated by the State of New Jersey and to the Special Master of the Superior Court using forms developed for this purpose by the NJDCA or COAH. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.**
2. **By each anniversary of the entering of the final judgment of repose, ¶the Township shall post on its website, with a copy provided to FSHC, provide annual-reporting of the status of all affordable housing activity within the municipality using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master.**
3. **Within 30 days of the third anniversary of the entering of the final judgment of repose and every three years thereafter, the Township will post on its website, with a copy provided to FSHC, a status report of the satisfaction of the Township’s very low-income housing requirements including the family very low-income requirement.**
34. By July 1, 2020, as required pursuant to *N.J.S.A. 52:27D-313*, the Township will provide midpoint monitoring.
45. As required by *N.J.S.A. 52:27D-329.1*, the Township shall address its very low income requirements.

...

Section 15-23 Development Fees

...

8. Monitoring

a. **By each anniversary of the final judgment of repose,** ~~the~~ Township shall provide ~~annual~~ reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (“NJDCA”), Council on Affordable Housing (“COAH”), or other entity designated by the State of New Jersey and to the Special Master of the Superior Court using forms developed for this purpose by the NJDCA or COAH. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

...